

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

**CITY OF MENASHA**  
**Common Council**  
**City Hall-140 Main St.-Council Chambers-3rd Floor**  
May 19, 2008

7:00 PM

**AGENDA**

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**1. CALL TO ORDER**

A. Call to Order

**2. PLEDGE OF ALLEGIANCE**

A. Pledge of Allegiance

**3. ROLL CALL/EXCUSED ABSENCES**

A. Roll Call

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

**Minutes to approve:**

A. Common Council, 5/5/08

[Attachments](#)

**Minutes to receive:**

B. Administration Committee, 5/5/08

[Attachments](#)

C. Board of Public Works, 5/5/08

[Attachments](#)

D. Parks and Recreation Board, 4/14/08

[Attachments](#)

E. Plan Commission, 5/6/08

[Attachments](#)

**Communications:**

A. Comp Stoffel, 5/12/08; Payments to Beck Electric

[Attachments](#)

B. School Nutrition Association of WI to PHN Nett, 5/15/08; Thank you

[Attachments](#)

C. Waverly Sanitary District, 4/8/08

[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 Appointments to the Protocol Committee:  
1. Ald. Hendricks, Ald. Wisneski, Police Chief Stanke, Attorney Brandt and Mayor Merkes

**7. CLAIMS AGAINST THE CITY**

A. Tracy Strasler Claim (No Action)  [Attachments](#)

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

A. None

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

A. Plan Commission:

1. 5/6/08; No recommendations

B. Administration Committee:

1. Accept quote of The Post Crescent as the official City newspaper, May 2008-May 2009  [Attachments](#)

2. Approval of Consulting Agreement with McClone Agency, Inc. for the period July 1, 2008 to June 30, 2009, and authorize signature  [Attachments](#)

3. Declaration of Official Intent 2008-02, Lake Park Heights, Walker and Northridge Manor II Subdivisions Street Construction.  [Attachments](#)

4. Offer to Purchase for 81 Racine Street and 504 Broad Street, Parcels #71-0006200 & 71-000610, Riverside Builders, Inc, not to exceed \$36,000.  [Attachments](#)

5. Request of Wiseguys Pizzeria & Pub to serve alcohol beverages and food on their outside patio from May 19 - Nov. 1, 2008 (Held 5/5/08)  [Attachments](#)

6. Accounts payable and payroll for 5/8/08 - 5/15/08 in the amount of \$507,114.03  [Attachments](#)

C. Board of Public Works:

1. Street Use Application - Steak Fry for Boaters & Guests; Saturday, June 14, 2008; 4:00 PM - 10:00 PM (City of Menasha Marina)  [Attachments](#)

2. Street Use Application - Labor Day Corn Roast for Boaters & Guests; Saturday, August 30, 2008; 4:00 PM - 10:00 PM (City of Menasha Marina)  [Attachments](#)

3. Payment - DeGroot, Inc.; City of Menasha Wastewater Collection System Rehabilitation Improvements Project - Phase 3; Contract No. E145-07-01C Sanitary Sewer Replacement; \$179,595.05 (Payment No. 1)  [Attachments](#)

4. Payment - Infrastructure Technologies; City of Menasha Wastewater Collection System Rehabilitation Improvements Project - Phase 3; Contract No. E145-07-01D Sanitary Manhole Lining; \$30,495.91 (Payment No. 2)  [Attachments](#)

5. Recommendation to Award - Badger Highways, Inc.; Contract Unit No. 2008-01; Lake Park Heights Subdivision, Walker Subdivision, Northridge Manor Subdivision and First Street from DePere Street to Ice Street - New Street Construction - Concrete Curb and Gutter/Asphalt Pavement; Street Reconstruction - Concrete Curb & Gutter/Asphalt Pavement; \$795,137.13  [Attachments](#)

6. Request for Street Light at Northridge Court/Highridge Drive and North End of Northridge Court (Held)  [Attachments](#)

7. **Request to Change Lugano/Tana Trail from 8' Wide Asphalt Trail to 5' Wide Concrete Walk**

[Attachments](#)

**10. ORDINANCES AND RESOLUTIONS**

- A. **O-5-08 - An ordinance relating to Operators' Licenses**
- B. **O-6-08 - An ordinance relating to site, architectural, landscaping and lighting plan review**
- C. **0 -7-08 An Ordinance Relating to Construction Site Erosion Control**
- D. **O-8-08 - An Ordinance Relating to Outdoor Food and Alcoholic Beverages Service**
- E. **R-12-08 - Proclamation for National Public Works Week, May 18-24, 2008**

[Attachments](#)

[Attachments](#)

[Attachments](#)

[Attachments](#)

[Attachments](#)

**11. HELD OVER BUSINESS**

- A. **None**

**12. COUNCIL DIRECTIVES**

- A. **CDD Keil - Update on 81 & 87 Racine Street and 504 Broad Street. Other issues, site clearance and preparation of site to a grassy area timeline. Possible transfer of properties to RDA for sale and marketing. Curb area restored on Racine Street. Removal of telephone pole and telephone lines timelines. (Ald. Taylor)**
- B. **Comp Stoffel - Information on TIF #2, date created, retirement date, expenditures. (Ald. Taylor)**

[Attachments](#)

[Attachments](#)

**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: June 2, 2008

Common Council - 7:00 PM

Administration Committee: To be determined

Board of Public Works: To be determined

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

**CITY OF MENASHA**  
**Common Council**  
**City Hall-140 Main St.-Council Chambers-3rd Floor**  
May 5, 2008

**MINUTES**

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**1. CALL TO ORDER**

Meeting called to order by Mayor Merkes at 7:29 p.m.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL/EXCUSED ABSENCES**

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

PRESENT: Ald. Pack, Hendricks, Zelinski, Michalkiewicz, Benner, Taylor, Wisneski

ALSO PRESENT: Mayor Merkes, CA/HRD Brandt, PC Stanke, FC Vander Wyst, DPW Radtke, CDD Keil, C/T Stoffel, PRD Tungate, PHD Nett, Clerk Galeazzi, and the Press.

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

**Minutes to approve:**

**A. [Common Council, 4/21/08](#)**

Moved by Alderman Pack, seconded by Alderman Hendricks to approve minutes

Motion Carried on voice vote

Results:

**Minutes to receive:**

**B. [Administration Committee, 4/21/08](#)**

**C. [Board of Public Works, 4/21/08](#)**

**D. [Board of Health, 3/12/08](#)**

**E. [Personnel Committee, 4/21/08](#)**

**F. [Library Board, 4/17/08](#)**

**G. [NM Fire Rescue, Finance & Personnel Committee; 4/22/08](#)**

**H. [NM Fire-Rescue, Joint Fire Commission, 4/23/08](#)**

**I. [Plan Commission, 4/22/08](#)**

**J. [Safety Committee, 3/5/08; City Hall](#)**

- K. [Safety Committee, 3/27/08; Police](#)
- L. [Safety Committee, 3/25/08; Public Works and Parks](#)
- M. [Sustainability Board, 4/22/08](#)
- N. [Water and Light Commission, 3/26/08, 4/23/08; Regular Meeting](#)
- O. [Water and Light Commission, 4/10/08; Special Meeting](#)
- P. [Water and Light Commission, 9/26/08, 1/30/08; Closed Session](#)

**Communications:**

- A. [Comp Stoffel, 4/25/08; City of Menasha Chart of Accounts](#)
- B. [CA/HRD Brandt, 4/30/08; Interplay between DPPA and Wisconsin Public Records Law](#)
- C. [Menasha Utilities, 4/28/08; Steam detail for the three months ending March 31, 2008](#)
- D. [Dick Sturm \(Menasha Utilities\), 4/30/08; Steam Plant Noise Update](#)
- E. [Menasha Police Dept., 4/28/08; Code Enforcement Program information](#)
- F. [PC Stanke, 4/29/08; Travel Calumet Newsletter](#)
- G. [Chief Stanke, 4/29/08; Wisconsin Reporter, Traffic Safety Newsletter](#)
- H. [Calumet County Treasurer, 4/13/08; Foreclosure Notice \(3062 Winnepeg St.\)](#)
- I. [Larry Buck, 4/18/08; letter of resignation from Police Commission](#)
- J. [Customers First!, 5/08; The Wire Newsletter](#)

Moved by Alderman Wisneski, seconded by Alderman Pack to accept Minutes to Receive B-P and Communications A-J

Discussion: Ald. Wisneski, Comm. D, Congratulations to Dick Sturm and Utilities Staff for correcting noise issue.

Ald. Taylor, Comm. E, appreciate information on Code Enforcement Program.

Motion Carried on voice vote  
Results:

**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](#)**

Bruce Heyl, 548 Riverway. Support replacing street light on Riverway near Elm St.

Lou Lepore, 545 Riverway. Support replacing street light on Riverway near Elm St.

Paul Eisner, 1807 Brighton Beach. Winn County approved agreement with DNR for removal of contamination at 204 Railroad St.

Ken Kubiak, 1214 Fieldview Dr. Improvements to 3rd St /STH 114 could help attract new business to Menasha.

Mary Nebel , 713 First St. Improvements to 3rd St /STH 114, need to make it look nice.

Dave Bartelme, 813 Second St. Improvements to 3rd St /STH 114, can get by on spending very little, widen street to make it bike friendly.

## 6. APPOINTMENTS

### A. Mayor's appointment to the Police Commission: 1. Terri Ruess, 452 Nicolet Blvd., for the term of May 1, 2008 to May 1, 2013

Moved by Alderman Wisneski, seconded by Alderman Hendricks to approve appointment

Discussion

Motion Carried on voice vote

Results:

### B. Mayor's appointment to the Neenah-Menasha Joint Fire Commission: 1. Gary Schmude, W7176 Manitowoc Rd., for the term of May 1, 2008 to May 1, 2011

Moved by Alderman Pack, seconded by Alderman Hendricks to approve appointment

Discussion

Motion Carried on voice vote

Results:

### C. Mayor's reappointment to the Board of Health: 1. Lori Asmus, 1155 Fieldview Dr., for the term of May 1, 2008 to May 1, 2011

Moved by Alderman Wisneski, seconded by Alderman Hendricks to approve appointment

Motion Carried on voice vote

Results:

### D. Mayor's reappointment to the Plan Commission: 1. Norm Sanders, 804 Jefferson St., for the term of May 1, 2008 to May 1, 2011

Moved by Alderman Pack, seconded by Alderman Taylor to approve appointment

Motion Carried on voice vote

Results:

## 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. 4/22/08; Recommends approval of the proposed State Highway 114 enhancements to include colored concrete terraces, crosswalks and landscaping as presented by DPW Radtke.

Moved by Alderman Michalkiewicz, seconded by Alderman Wisneski to approve recommendation of Plan Commission

Discussion

Roll Call:

AYES: Benner , Hendricks , Michalkiewicz , Wisneski

(4)

NAYS: Pack , Taylor , Zelinski

(3)

2. [4/22/08; Recommends approval of the amendment to Section 13-1-12 \(h\)\(5\) regarding lighting canopies.](#)

Refer to item 10. D (O-6-08)

**B. Administration Committee:**

1. [License \(6-month\): Class "B" application of Menasha Athletic Association \(MACs\) to sell fermented malt beverages, Koslo Park Concession, May 6, 2008-Oct. 31, 2008, Paul S. Johnson, agent.](#)

Moved by Alderman Wisneski, seconded by Alderman Pack to approve Class "B" license

Motion Carried on voice vote

Results:

2. [License \(6-month\): Class "B" application of Menasha Twins Baseball \(Legion Team\) to sell fermented malt beverages, Koslo Park Concession, May 6, 2008-Oct. 31, 2008, Debbie Chew, agent.](#)

Moved by Alderman Wisneski, seconded by Alderman Taylor to approve Class "B" license

Motion Carried on voice vote

Results:

3. [Agreement between The Board of Regents of the University of Wisconsin System on Behalf of the University of Wisconsin Oshkosh and Menasha Health Dept. for the conduct of a Clinical Education Program, June 1, 2008-May 31, 2011, and authorize signature](#)

Moved by Alderman Wisneski, seconded by Alderman Michalkiewicz to approve agreement

Roll Call:

AYES: Benner , Hendricks , Michalkiewicz , Pack , Taylor , Wisneski , Zelinski (7)

4. [Program Memorandum between University of Wisconsin-Oshkosh College of Nursing and Menasha Health Dept., June 1, 2008-May 31, 2011, and authorize signature](#)

Moved by Alderman Wisneski, seconded by Alderman Pack to approve program memorandum

Roll Call:

AYES: Benner , Hendricks , Michalkiewicz , Pack , Taylor , Wisneski , Zelinski (7)

5. [Approval of fees for the licensing period July 1, 2008-June 30, 2009; 1\) DHFS Agent of the State; 2\) Tattoo Parlor/Body Piercing Establishments; 3\) DATCP Agent of the State \(Recommendation of Board of Health\)](#)

Moved by Alderman Wisneski, seconded by Alderman Pack to approve fees

Roll Call:

AYES: Benner , Hendricks , Michalkiewicz , Pack , Taylor , Wisneski , Zelinski (7)

6. [Approval of Mobile Home Parks fee for the licensing period July 1, 2008-June 30, 2010 \(Recommendation of Board of Health\)](#)

Moved by Alderman Wisneski, seconded by Alderman Pack to approve fees

Roll Call:

AYES: Benner , Hendricks , Michalkiewicz , Pack , Taylor , Wisneski , Zelinski (7)

7. [Request of Wiseguys Pizzeria & Pub to serve alcohol beverages and food on their outside patio from May 5 - Nov. 1, 2008](#)

Held in Administration Committee

**8. [Accounts payable and payroll for 4/23/08-5/1/08 in the amount of \\$1,713,709.37](#)**

Moved by Alderman Wisneski, seconded by Alderman Michalkiewicz to approve accounts payable and payroll

Roll Call:

AYES: Benner , Hendricks , Michalkiewicz , Pack , Taylor , Wisneski , Zelinski (7)

**C. [Board of Public Works:](#)**

**1. [Consideration of Additional Traffic Control Devices at Intersections in Vicinity of Melissa Street and Grove Street \(Ald. Benner\)](#)**

Staff to conduct engineering study.

**2. [Request for Street Light at Riverway Near Elm Street \(Pole #122\)](#)**

Moved by Ald. Pack, seconded by Ald. Zelinski to reinstate street light.

Roll Call:

AYES: Benner , Hendricks , Michalkiewicz , Pack , Taylor , Wisneski , Zelinski (7)

**3. [Request for Street Light at Northridge Court/Highridge Drive](#)**

Held in Board of Public Works

**4. [Consideration of Community Sensitive Design Proposal Enhancements for STH 114 \(Third Street from Tayco Street to Plank Road\)](#)**

Acted on under item 9.A.1

**D. [Personnel Committee:](#)**

**1. [Options relating to non-represented employee bonuses-Article V.A.14 of Personnel Policy Handbook - pg 10 1. Amendment requiring justification \(Alderman Hendricks\) 2. Elimination of bonus policy \(Alderman Pack\)](#)**

Moved by Alderman Hendricks, seconded by Alderman Michalkiewicz to amend Personnel Policy Article V.A.14 to include "written justification along with supporting documentation constituting said bonus are to be filed in employee's personnel file" and "limit to six per year".

Roll Call:

AYES: Benner , Hendricks , Michalkiewicz , Pack , Taylor , Wisneski , Zelinski (7)

**10. ORDINANCES AND RESOLUTIONS**

**A. [O-3-08 - An ordinance relating to prohibited parking \(River Street\)](#)**

Moved by Alderman Wisneski, seconded by Alderman Michalkiewicz to adopt O-3-08

Roll Call:

AYES: Benner , Hendricks , Michalkiewicz , Pack , Taylor , Wisneski , Zelinski (7)

**B. [O-4-08 - An ordinance relating to prohibited parking \(Baldwin Street\)](#)**

Moved by Alderman Wisneski, seconded by Alderman Pack to adopt O-4-08

Roll Call:

AYES: Benner , Hendricks , Michalkiewicz , Pack , Taylor , Wisneski , Zelinski (7)

C. [O-5-08 An ordinance relating to Operators' Licenses](#)

No Action

D. [O-6-08 - An ordinance relating to site, architectural, landscaping and lighting plan review](#)

No Action

E. [R-10-08 Proclamation for Municipal Clerks Week, May 4-May 10, 2008](#)

Moved by Alderman Wisneski, seconded by Alderman Hendricks to adopt R-10-08

Motion Carried on voice vote

Results:

F. [R-11-08 Designating May 11-May 17, 2008 National Police Week and May 15, 2008 Peace Officers' Memorial Day](#)

Moved by Alderman Wisneski, seconded by Alderman Hendricks to adopt R-11-08

Motion Carried on voice vote

Results:

**11. HELD OVER BUSINESS**

A. [None](#)

**12. COUNCIL DIRECTIVES**

A. [CDD Keil - Update on 81 & 87 Racine Street and 504 Broad Street. Other issues: site clearance and preparation of site to a grassy area timeline. Possible transfer of properties to RDA for sale and marketing. Curb area restored on Racine Street. Removal of telephone pole and telephone lines timeline. \(Ald. Taylor\)](#)

CDD Keil explained the history of 81 & 87 Racine Street and 504 Broad Street parcels and the different committees that have discussed this item. Currently there is no specific plan or timeline. Staff has been given no direction. Before grass can be planted, the gravel will need to be removed and new top soil added. There is a process that the Redevelopment Authority will need to have in place before any property can be transferred to them. A plan would need to be established. Staff would need direction to determine the cost and timeline. Moved by Ald. Taylor, seconded by Ald. Hendricks to clean up site, plant grass and restore curb on Racine Street.

Discussion ensued on having a plan on what should be done and the cost, and what the marketing options are. Ald. Taylor and Hendricks withdrew their motion.

B. [PWD Radtke - Is there a discrepancy between our costs for repairs of streets for watermain breaks and what we are reimbursed by the water department/utilities? \(Ald. Zelinski\)](#)

DPW Radtke explained the City's excavation policy and the permits required by all contractors including Utilities. Normally, there are no discrepancies between the costs for repairs and what the Utilities pays. During 2007 there were more water main breaks than normal. Therefore there was a larger than normal bill to the Utilities for street repair work completed by City street crews. Because of budget overruns, MU has not paid the full invoice amount to the City. They still owe approximately \$34,000, but GM Doug Young indicated to DPW Radtke that MU will be making full payment to the City in the near future. The standing practice has been for the City street crews to restore the street area where the water main break occurred. Rates charged have not increased since 2004.

C. [Comp Stoffel - Provide the balance for the Marina Fund; provide a 12 month spreadsheet; what department or person has access to the Marina Fund; where do the funds come from; and the date when the fund was created. \(Ald. Zelinski\)](#)

C/T Stoffel explained the Marina fund was created in 1987. He provided a spreadsheet for 2007 showing revenues and expenditures. During 2007 the expenditures exceeded the revenues. There was a balance remaining of approx. \$45,000 which has been set aside over several years for repairs. The parks crew is working on reconditioning some of the piers. All revenues to the Marina fund comes from user fees. No City tax money goes into this fund. The Marina does pay a PILOT to the City for administrative work performed by City staff. Brian Tungate, Bob Huss, Diane Schabach and Tom Stoffel have access to the Marina Fund.

**D. Comp Stoffel - Provide the date of creation for the Marina TIF, the date of retirement, the dollar amount invested and the balance owed. (Ald. Zelinski)**

C/T Stoffel explained the Marina is in TIF #1 which was created in 1986. The retirement date is 2012. The original dollar amount of this TIF was \$3,370,000. All general obligation debt for TIF #1 has been paid. TIF #1 still owes the City taxpayers almost \$1,000,000 which is being paid back by the increments from the TIF. TIF #1 can be dissolved by Council action, however C/T Stoffel doesn't recommend it.

**E. PRD Tungate/Comp Stoffel - Check #016472 (Beck Electric Inc.), specifically \$3,264.66 for Marina Pedestal Repair: 1) Are there other quotes for this project? 2) What dollar amount needs to be met before other quotes are needed? (Ald. Zelinski)**

PRD Tungate explained no other quotes were obtained for the project of repairing the pedestals at the Marina. The City has a long standing good working relationship with Mike Beck from Beck Electric. Staff does check prices of other electricians periodically and Beck Electric is very competitive on their prices. It was also noted that Beck Electric has invaluable knowledge of the city's electrical systems. CA/HRD Brandt explained the current policy pertains more to the purchasing of items, not service. Discussion ensued on checking other sources when the services for a project is not an emergency or when time is not an issue.

**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**

Mayor Merkes reminded Council member of the Special Council meeting to be held on May 19 at 6:30 p.m. for the appointment of a District 1 Alderman.

**14. ADJOURNMENT**

**A. Adjournment**

Moved by Alderman Wisneski, seconded by Alderman Pack to adjourn at 8:38 p.m.

Motion Carried on voice vote

Results:

*Deborah A. Galeazzi*

Respectfully submitted by Deborah A. Galeazzi, City Clerk

**CITY OF MENASHA**  
**Administration Committee**  
**140 Main Street, 3rd Floor Council Chambers**  
May 5, 2008

MINUTES

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**1. CALL TO ORDER**

Meeting called to order by Chairman Wisneski at 6:20 p.m.

**2. ROLL CALL/EXCUSED ABSENCES**

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

PRESENT: Ald. Pack, Hendricks, Zelinski, Michalkiewicz, Benner, Taylor, Wisneski

ALSO PRESENT: Mayor Merkes, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil, C/T Stoffel, PHD Nett, Sanit Drew, Clerk Galeazzi, and the Press

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

**Minutes to approve:**

**A. [Administration Committee Minutes, 4/21/08](#)**

Moved by Alderman Pack, seconded by Alderman Hendricks to approve minutes

Motion Carried on voice vote

Results:

**4. DISCUSSION**

**A. [License \(6-month\): Class "B" application of Menasha Athletic Association \(MACs\) to sell fermented malt beverages, Koslo Park Concession, May 6, 2008-Oct. 31, 2008, Paul S. Johnson, agent.](#)**

No Questions or Discussion

**B. [License \(6-month\): Class "B" application of Menasha Twins Baseball \(Legion Team\) to sell fermented malt beverages, Koslo Park Concession, May 6, 2008-Oct. 31, 2008, Debbie Chew, agent.](#)**

No Questions or Discussion

**C. [Agreement between The Board of Regents of the University of Wisconsin System on Behalf of the University of Wisconsin Oshkosh and Menasha Health Dept. for the conduct of a Clinical Education Program, June 1, 2008-May 31, 2011, and authorize signature](#)**

PHD Nett explained a three year term is normal for this type of agreement. There are no changes from the previous years' agreements.

**D. [Program Memorandum between University of Wisconsin-Oshkosh College of Nursing and Menasha Health Dept., June 1, 2008-May 31, 2011, and authorize signature](#)**

PHD Nett explained this agreement is the same as previous years.

- E. Approval of fees for the licensing period July 1, 2008-June 30, 2009; 1) DHFS Agent of the State; 2) Tattoo Parlor/Body Piercing Establishments; 3) DATCP Agent of the State (Recommendation of Board of Health)

No Questions or Discussion

- F. Approval of Mobile Home Parks fee for the licensing period July 1, 2008-June 30, 2010 (Recommendation of Board of Health)

No Questions or Discussion

- G. Request of Wiseguys Pizzeria & Pub to serve alcohol beverages and food on their outside patio from May 5 - Nov. 1, 2008

Discussion ensued on where the patio would be located in relation to the building. CA/HRD Brandt explained what type of a parameter should be in place around the patio to restrict public access from outside the building. CDD Keil explained the current ordinance may need to be review to address these issues.

**Moved by Ald. Michalkiewicz, seconded by Ald. Benner to hold.**

- H. O-5-08 An Ordinance Relating to Operators' Licenses

CA/HRD Brandt explained this ordinance allows the Police Department to access the database of the State and Federal Government in conducting the background check.

- I. O-6-08 An Ordinance Relating to Site, Architectural, Landscaping and Lighting Plan Review.

No Questions or Discussion

- J. R-10-08 Proclamation for Municipal Clerks Week, May 4-May 10, 2008

Mayor Merkes prepared this proclamation to recognize the Clerk and Deputy Clerk.

- K. R-11-08 Designating May 11-May 17, 2008 National Police Week and May 15, 2008 Peace Officers' Memorial Day

Mayor Merkes prepared this proclamation to recognize the Police Dept.

- L. Accounts payable and payroll for 4/23/08-5/1/08 in the amount of \$1,713,709.37

Ck. #16729-DigiCorporation-\$50.58 - business cards for new nurse Joy Miller

Ck. #16655-DigiCorporation-\$3,447.04 - printing & sorting of City Newsletter & insert.

## 5. ADJOURNMENT

- A. Adjournment

Moved by Alderman Michalkiewicz, seconded by Alderman Pack to adjourn at 6:41 p.m.

Motion Carried on voice vote

Results:

*Deborah A. Galeazzi*

Respectfully submitted by Deborah A. Galeazzi, City Clerk

**CITY OF MENASHA**  
**Board of Public Works**  
**Third Floor Council Chambers, 140 Main Street, Menasha**  
May 5, 2008

MINUTES

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**1. CALL TO ORDER**

Meeting called to order by Chairman Pack at 6:45 p.m.

**2. ROLL CALL/EXCUSED ABSENCES**

**A. -**

PRESENT: Ald. Pack, Hendricks, Zelinski, Michalkiewicz, Benner, Taylor, Wisneski

ALSO PRESENT: Mayor Merkes, CA/HRD Brandt, PC Stanke, FC Vander Wyst, DPW Radtke, CDD Keil, C/T Stoffel, PHD Nett, Clerk Galeazzi, and the Press.

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

**A. [April 21, 2008](#)**

Moved by Alderman Hendricks, seconded by Alderman Michalkiewicz to approve minutes

Motion Carried on voice vote

Results:

**4. DISCUSSION**

**A. [Consideration of Additional Traffic Control Devices at Intersections in Vicinity of Melissa Street and Grove Street \(Ald. Benner\)](#)**

Ald. Benner explained after reviewing the area for the stop sign request at the intersection of Melissa and Grove a traffic study may need to be conducted of the other intersections in that area. DPW Radtke explained that staff will perform a traffic study that would cover the entire area including the intersections of Alva and Grove and Jenny and Greenwood.

**B. [Request for Street Light on Riverway near Elm Street \(Pole #122\)](#)**

Discussion ensued on how dark that area is due to the amount of large trees. Safety is a concern to the residents. Relocating the street light from the middle of the block to the intersection could cause the middle of the block to have a dark area.

**C. [Request for Street Light at Northridge Court/Highridge Drive](#)**

Discussion ensued on residents' request to install a street light at the intersection. There was discussion regarding the possibility of installing a street light between the two intersections on High Ridge Drive due to their close proximity. DPW Radtke reported the option of installing a street light in the middle of the block has not been investigated.

**Moved by Ald. Benner, seconded by Ald. Taylor to hold for two weeks.**

**D. Consideration of Community Sensitive Design Proposal Enhancements for STH 114 (Third Street from Tayco Street to Plank Road)**

DPW Radtke explained the Dept. of Transportation has authorized \$55,300 for enhancements to STH 114 (3rd Street). The recommendation from the Plan Commission will require approximately \$159,000 in additional funding. The funds for the extra cost could come from TIF #10 or from the Street Improvement Program, which has identified some funding for enhancements in the 5 Year Street Improvement Program. Discussion ensued on working within the amount from the DOT versus a more visually enhanced STH 114 (3rd Street) to attract new businesses. STH 114 is an important gateway corridor to the City and the opportunity to provide long term enhancements is best taken during this reconstruction project.

**5. ADJOURNMENT**

**A. -**

Moved by Alderman Michalkiewicz, seconded by Alderman Benner to adjourn at 7:25 p.m.

Motion Carried on voice vote

Results:

*Deborah A. Galeazzi*

Respectfully submitted by Deborah A. Galeazzi, City Clerk

**CITY OF MENASHA**  
**Parks and Recreation Board**  
**Council Chambers, 3rd Floor City Hall - 140 Main Street, Menasha**  
April 14, 2008

MINUTES

 + [Back](#)  [Print](#)

**1. CALL TO ORDER**

Meeting was called to order at 6:00 PM by Chairman D. Sturm.

**2. ROLL CALL/EXCUSED ABSENCES**

**A.**

Members Present: Chr. Dick Sturm, Ald. Sue Wisneski, Ron Suttner, Mary Francis, George Korth, Tom Konetzke, Nancy Baker

Members Absent: None

Others Present: PRD Tungate, PS Huss

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

**Minutes to approve:**

**A. [Minutes of the March 10, 2008 Park Board Meeting](#)**

Moved by Nancy Barker, seconded by George Korth to approve the minutes of the March 10, 2008 meeting. Revise to state that Mary Francis did attend this meeting.

Motion Passed

Results:

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

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

**A.**

N. Barker commented on the May 3 Historical Preservation event.

Ald. S. Wisneski mentioned this would be her last Park Board meeting. She is supportive of a new east side park and continued Board involvement in the department budget preparation process.

T. Konetzke mentioned that larger on deck circles have been added at Koslo Park, maybe a dugout

sign to encourage use of the new on deck circles is needed.

G. Korth and Chr. D. Sturm thanked Ald. S. Wisneski for her years of service on the Board.

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

### **A. New East Side Park Update**

Moved by Alderman Wisneski, seconded by Tom Konetzke to continue the City's pursuit of a cooperative effort to acquire and develop a park with other interested entities somewhere in the city's far northeast growth area.

PRD Tungate updated the Board on recent discussions with a landowner who is potentially interested in selling land for a new park on the city's far east side. Meetings with the landowner have been positive so far. The idea of pursuing a joint park with neighboring communities was also discussed.

Motion Carried on voice vote

Results:

### **B. Gilbert Mill Site Planning Update**

A contract with Vierbicker Associates, Inc. for pre-engineering and planning services related to the Gilbert Mill site was approved by the Common Council. Contract is contingent upon receipt of a planning grant from the Department of Commerce. Lots of options appear to be available to make the sites open space into a very nice public and visitor attraction which may include a whitewater course.

### **C. Arbor Day/Tree City USA Ceremony - April 25, 2008**

2008 Arbor Day celebration was discussed. It will be held at Jefferson School on Friday, April 25, 2008 at 9:00 AM.

## **6. DISCUSSION**

### **A. Board Donation Towards Tree Honoring Mayor Laux**

The Board discussed the idea of donating a tree to be planted in Jefferson Park honoring outgoing Mayor Laux. The tree would be planted on Arbor Day.

## **7. ACTION ITEMS**

### **A. Board Donation Towards Tree Honoring Mayor Laux**

Moved by Nancy Barker, seconded by Tom Konetzke to approve to have the Board donate the necessary funds for a tree honoring former Mayor Joe Laux. The tree will be planted on Arbor Day.

Motion Carried on voice vote

Results:

## **8. ADJOURNMENT**

**A.**

Moved by Alderman Wisneski, seconded by George Korth to adjourn at 7:15 PM.

Motion Carried on voice vote

Results:

DRAFT

**CITY OF MENASHA**  
**Plan Commission**  
**Council Chambers, 3rd Floor City Hall - 140 Main Street, Menasha**  
**May 6, 2008**

**DRAFT MINUTES**

**1. CALL TO ORDER**

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

**2. ROLL CALL/EXCUSED ABSENCES**

**A.**

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, Ald. Benner, and Commissioners Schmidt, Cruickshank, and Sanders

PLAN COMMISSION MEMBERS EXCUSED: Dick Sturm and DPW Radtke

OTHERS PRESENT: CDD Keil and AP Beckendorf

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

**Minutes to approve:**

**A. April 22, 2008 Plan Commission Meeting Minutes**

Moved by Comm. Schmidt, seconded by Comm. Sanders to approve the minutes of the April 22, 2008 Plan Commission meeting.

Motion Carried on voice vote

Results:

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

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

**A.**

No one from the gallery spoke.

**5. DISCUSSION**

**A. None**

## 6. ACTION ITEMS

### A. Acceptance of Comprehensive Plan Chapter 8 - Land Use

Moved by Comm. Cruickshank, seconded by Comm. Sanders to accept Comprehensive Plan Chapter 8 - Land Use

Commissioners discussed the following:

- Existing typos to be corrected
- Using "Low Impact Development" in place of "Conservation" on page 1-15
- The addition of language encouraging urban agriculture activities
- Modifications to proposed districts
- The addition of text describing the utilities category
- Defining the four commercial categories on the map
- Modifications to recommendation number four to say they city will review its existing ordinance and propose changes which would allow Traditional Neighborhood Development to be used for redevelopment as well as new development.

Motion Carried on voice vote  
Results:

## 7. ADJOURNMENT

### A.

Moved by Comm. Cruickshank, seconded by Comm. Sanders to adjourn at 4:35 p.m.

Motion Carried on voice vote  
Results:

MEMORANDUM

TO: Mayor Merkes, Council President Hendricks and the members of the City of Menasha Common Council

FROM: Thomas Stoffel, City Comptroller/Treasurer

DATE: 05/12/2008

SUBJECT: Payments to Beck Electric

Following the last Common Council meeting, Alderman Benner asked for a report on the payments made to Beck Electric for work done on City projects. The dollar amount includes labor and materials and is for invoices starting in 2003 which is the earliest date I have in the accounting system for payments to this vendor.

| <u>Year</u> | <u># of invoices</u> | <u>Dollar Amount</u> | <u>Invoices over \$5,000</u> | <u>Average per invoice</u> |
|-------------|----------------------|----------------------|------------------------------|----------------------------|
| 2003        | 7                    | \$ 1,330.85          | 0                            | \$ 190                     |
| 2004        | 78                   | \$51,881.91          | 2                            | \$ 665                     |
| 2005        | 63                   | \$22,258.46          | 1                            | \$ 353                     |
| 2006        | 75                   | \$97,747.08          | 5                            | \$1,303                    |
| 2007        | 85                   | \$54,899.32          | 1                            | \$ 646                     |
| 2008 Y-T-D  | 31                   | \$14,589.84          | 0                            | \$ 471                     |



**SCHOOL  
NUTRITION  
ASSOCIATION**  
OF WISCONSIN

*Making the right food choices, together.*

**RECEIVED**  
MAY 15 2008  
MAYOR'S OFFICE

Dear Sue,

On behalf of SNA-WI, I would like to thank you for taking the time to share your knowledge and expertise with the attendees of the 2008 SNA-WI Wisconsin Spring Conference.

It was great to work with you and get to know you better. I look forward to the opportunity to do so again in the future. I look forward to your response.  
Sue Malena

**- PROPOSED MINUTES -**

**WAVERLY SANITARY DISTRICT**

**April 8, 2008**

**District Office - N8722 County Rd. LP**

The meeting was called to order at 8:30 a.m. by President Helein.

|                                 |                            |
|---------------------------------|----------------------------|
| Present: President Helein (WCH) | Office Mgr. Girdley (CMG)  |
| Commissioner Sambs (MLS)        | Admin. Asst. Hallock (SAH) |
| Commissioner Fulcer (LJF)       | Engineer Martenson (SCM)   |
| Resident Jerry Lopas            |                            |

It was noted that WSD's field personnel were attending the WRWA Conference in Green Bay.

Approval/acceptance of the 3/18/08 Meeting Minutes was accomplished through LJF's motion and MLS' second. Motion carried 3-0.

Receipt acknowledgement and approval of the March 2008 Financial and Budget Comparison Reports was accomplished through MLS' motion and LJF's second. Motion carried 3-0.

Receipt acknowledgement and approval of the 2007 Public Service Commission Report was accomplished through LJF's motion and MLS' second. Motion carried 3-0.

Receipt acknowledgement and approval of the 2007 Financial Audit was accomplished through MLS' motion and LJF's second. Motion carried 3-0.

Invoices were approved for payment and checks were signed prior to the meeting.

**COMMUNITIES/CUSTOMERS/SERVICE CONCERNS**

**Appleton's Rate Review – CMG to report status**

CMG stated COA's proposed 12% increase application has been submitted to the PSC for approval. WSD has not received contact/information from the COA since WSD's 3/18/08 meeting. SCM predicts a 6 month period for PSC approval of COA's rate increase application.

**OLD BUSINESS**

**- Water Sample Tests' Results**

SCM reported all five tests taken on 3/25/08 were determined as safe by the State of Wisconsin. (Attachment #1, pp. 1-5)

**WAVERLY SANITARY DISTRICT**

April 8, 2008

Page 2

**OLD BUSINESS – CONTINUED**

- **Force Main Connection – Meter station's monitoring data discussion**  
SCM reported the variance between the COM and LS #1 flow meters has stabilized at the 4.5% range. The COM's flow meter was calibrated at installation to allow for bouncing while LS #1's flow meter does not allow for bouncing. This meter discrepancy could be causing the reading variations. Monitoring will continue for another month before the meter technician who installed the COM's flow meter is contacted for further meter programming. Another option might be to install a new meter in LS #1 set up exactly like COM's flow meter. Nall/Radtke have been informed the variation has stabilized at the 4.5% range and that monitoring will continue for another month. SCM is unaware whether the COM's independent testing will continue.
  
- **Future Water Supply Connection (2<sup>nd</sup>) to Appleton – Status discussion**  
SCM reported he has not received contact from Warehouse Specialists since WSD's 3/18/08 meeting. SCM's attempts to promote discussion with Warehouse Specialists regarding the required land purchase to accommodate WSD's 2<sup>nd</sup> connection to COA have, to date, been unsuccessful, but will continue. The piping plans that have been revised to accommodate WSD's meter size have been submitted to the COA's metering department.

Water main installation from Kernan Ave. to the east began last week as well as the storm sewer installation on Lake Park Rd. The water main installation in the Warehouse Specialists' property area is scheduled for late summer 2008.

**GENERAL CONSTRUCTION STATUS (INDIVIDUAL PROJECTS)**

- **Birling Court Extension (Andrysczyk) – Project status report**  
SCM stated Andrysczyk informed SCM he is not in a hurry to move forward with this project.
  
- **Lake Park Condominiums – Project status report**  
SCM has not received contact/information regarding this project since WSD's 3/18/08 Meeting.
  
- **Outagamie LLC Future Development – Project status report (18 acres)**  
**Location: North of Woodland Terrace and south of Manitowoc Rd.**  
SCM has not received contact/information regarding this project since WSD's 3/18/08 Meeting.
  
- **Crestwood Subdivision – Location: Southside of Midway Road – Off Cottonwood Drive – Between Eternal Love Lutheran Church and Barker Farm Estates**  
SCM has not received contact/information regarding this project since WSD's 3/18/08 Meeting.
  
- **1<sup>st</sup> Addition – Lake Park Heights – Project status report**  
SCM has not received contact/information regarding this project since WSD's 3/18/08 Meeting.

**WAVERLY SANITARY DISTRICT**

April 8, 2008

Page 3

**NEW BUSINESS**

- **Establish the May Meeting Date – Tuesday, May 13, 2008 (8:30 a.m.) District Office**  
 Tuesday, May 13, 2008 at 8:30 a.m. was established as the May meeting date/time. The meeting will be held at the District's office.

**OFFICE REPORT** (Attachment #2, pp. 1-7)

CMG briefly reviewed the Office Report for those in attendance. All items reviewed are included in the attached Office Report.

**FIELD REPORT** (Attachment #3A, pp. 1-5 & Attachment #3B)

**Note:** Attachments that were unavailable when the 3/18/08 meeting minutes were issued are also attached. (Attachment Feb/08A, pp. 1-5 & Attachment Feb/08B)

A Field Report was not submitted for meeting minutes' attachment.

Because WSD's field personnel were attending the WRWA Conference in Green Bay, a verbal Field Report was not provided.

**OTHER BUSINESS TO LEGALLY COME BEFORE THE COMMISSION**

**Contractor Pre-Qualification – Gene Frederickson Trucking & Excavating, Inc.**

Gene Frederickson Trucking & Excavation, Inc. submitted the required pre-qualification information to WSD for addition to WSD's approved contractors list. The information was provided to WSD's Commissioners prior to WSD's 4/8/08 meeting.

LJF moved/MLS seconded WSD approve Gene Frederickson Trucking & Excavation, Inc. for all four categories: new, reconstruction, less than \$500,000 and more than \$500,000. Motion carried 3-0.

**Acknowledgement of WCH's re-election as a WSD Commissioner**

CMG/meeting attendants congratulated WCH on his recent re-election to another 6-year term as a WSD Commissioner.

Since there wasn't any other business to legally come before the Commission, MLS moved/LJF seconded meeting adjournment. Motion carried 3-0.

Meeting adjourned at 8:47 a.m.

Submitted by Susan A. Hallock



Cities & Villages Mutual Insurance Company

May 7, 2008

Jeff Brandt  
City of Menasha  
140 Main Street  
Menasha, WI 54952

RE:   Member:           City of Menasha  
      Claimant:         Tracy Strasler  
      Date of Loss:     3/15/2006  
      Claim #:          ALBI032933

Dear Jeff:

Enclosed for your convenience, please find an invoice in the amount of \$23,775.46 which represents the balance of the City of Menasha's \$25,000.00 self-insured retention.

We have recently settled the above matter in excess of the City's self-insured retention in the amount of \$42,000.00. If you recall, this was an incident in which the claimant was struck from behind by a City vehicle on March 15, 2006. As a result of this incident, the claimant incurred injuries to her head, neck and shoulders and sought medical treatment.

In addition to that, the claimant was off of work approximately three months. The claimant's attorney submitted documentation indicating that the claimant incurred \$13,000.00 in medical expenses and a \$5,600.00 wage loss for a total medical specials of \$18,600.00. The claimant's attorney made a demand of \$78,500.00 and had indicated there was potential for permanency as a result of this incident.

As I indicated earlier, we successfully negotiate a settlement in the amount of \$42,000.00. We are currently awaiting the signed release so that this matter can be concluded.

I request that the attached invoice be paid. If you have any questions, please feel free to give me a call.

Sincerely yours,

A handwritten signature in black ink that reads 'Tom Mann'.

TomMann  
Claims Manager  
TM:djr  
Enc.



MEMO

To: Common Council

From: Debbie Galeazzi, City Clerk <sup>Deb</sup>

Subject: Official City Newspaper

Date: May 15, 2008

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

Wis. Stats. 985.06 states that the eligible newspaper making the lowest effective bid for the city's legal notices shall be awarded the contract. Eligibility is determined pursuant to Wis. Stats. 985.03.

April 29, 2008

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

Dear Ms. Galeazzi,

In accordance with the legal advertising rates established by the State of Wisconsin as well as the May 6<sup>th</sup>, 2008 legal bid deadline, we are pleased to quote you the following legal advertising rates for the publication of council proceedings and other city legal advertising for the upcoming year.

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

|                   |  |
|-------------------|--|
| The Post-Crescent | \$.5968 per line first insertion       |
|                   | \$.4689 per line subsequent insertions |

For advertising to be paid for by the Column inch:

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

The Post-Crescent- Facsimile Ballots

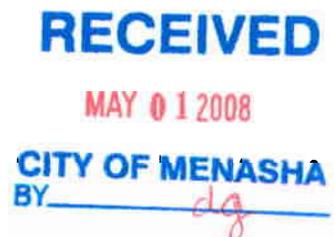
|  |   |
|--|---|
|  | \$11.25 per column inch first insertion       |
|  | \$ 8.86 per column inch subsequent insertions |

Thank you for the opportunity to serve your community.

Sincerely,



Marilyn Duquaine  
Classified Sales Manager  
Appleton Post-Crescent



## CONSULTING AGREEMENT

### THE McCLONE AGENCY, INC.

The McClone Agency, Inc., 150 Main Street, Ste. 102 P.O. Box 389, Menasha, Wisconsin, agrees to provide insurance consulting and counseling services to the City of Menasha, Menasha, Wisconsin, for the period of July 1, 2008 to June 30, 2009. Included are the following services: evaluation of the City's current property and casualty insurance program, review of all municipal operations to determine exposures to loss, analysis of losses, and evaluation of administrative procedures relative to insurance. The McClone Agency, Inc. will also make recommendations for additions, deletions and changes in coverage, with due consideration to the self insuring of risks where appropriate. The McClone Agency, Inc. will assist in the implementation of proper risk management through its cooperation with the City's Administration.

The McClone Agency, Inc. will review all contracts, leases and purchase agreements, where required by the City. The McClone Agency, Inc. agrees to monitor changes in legal exposures or the insurance market, and make recommendations as to new innovations or changes in coverages and markets. All policy renewals, endorsements, and audits will be reviewed by The McClone Agency, Inc. The McClone Agency, Inc. will also review the City's losses on an annual basis and make recommendations accordingly. In return, the City agrees to pay The McClone Agency, Inc. a fee of \$2,000 for the period of July 1, 2008, to June 30, 2009, plus itemized, reasonable, provable expenses incurred by The McClone Agency, Inc. in the conduct of these services. Such compensated expenses will be submitted on a semi-annual basis by The McClone Agency, Inc. and will be subject to the approval of the City's Administrative officers. The McClone Agency, Inc. shall provide whatever proof necessary to verify such expenses. Reimbursable expenses include the following: automobile mileage at \$0.20 per mile, long distance telephone calls at cost, photocopying where necessary at \$0.10 per copy, film and development at cost where necessary, postage at cost and any other incidental expenses that might be incurred.

**Optional Service.** Upon the request of the City Council, The McClone Agency, Inc. would undertake the following type of project:

1. Review of Employee Benefit Program. The McClone Agency, Inc. will review and evaluate accident and sickness, life, disability, and dental insurance programs for the City and develop specifications for such programs.

The McClone Agency, Inc. would review and evaluate such proposals and make proper recommendations to the City as to the acceptance of same, and check the resulting program for accuracy and conformity to quote. The fee for this service if requested would be \$2,000. This fee would be waived should the City agree to place coverage through The McClone Agency, Inc.

The above contract shall be subject to annual review and negotiation by the City and The McClone Agency, Inc. The City shall be under no obligation to renew the services of The McClone Agency, Inc., nor shall The McClone Agency, Inc. be under obligation to renew its offer of services to the City at time of annual renewal.

CITY OF MENASHA

THE McCLONE AGENCY, INC.

By \_\_\_\_\_

By \_\_\_\_\_

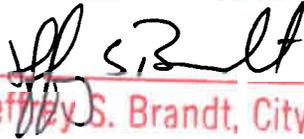
Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form

 5-12-08  
\_\_\_\_\_  
Jeffrey S. Brandt, City Attorney

DECLARATION OF OFFICIAL INTENT

This is a Declaration of Official Intent of the City of Menasha (the Issuer) to reimburse an expenditure with proceeds of a borrowing or borrowings authorized by the Issuer. This Declaration is made under and pursuant to Treas. Reg. Section 1.150-2. The undersigned has been designated as an official or employee authorized by the Issuer to make this Declaration of Official Intent pursuant to a Resolution adopted on February 20, 1995. This Declaration of Official Intent is a public record maintained in the files of the Issuer and is available for public inspection pursuant to Subchapter II of Chapter 19 of the Wisconsin Statutes.

The undersigned hereby declares that it is the reasonable expectation of the Issuer to use proceeds of a borrowing or borrowings to be incurred by the Issuer to reimburse expenditures for the property, project or program or from the fund(s) /account(s) described below:

Lake Park Heights, Walker and Northridge Manor II Subdivisions Street Construction

OR

City of Menasha General Fund

The maximum principal amount of the borrowing or borrowings to be incurred to reimburse expenditures for the above-described purpose is reasonably expected on the date hereof, to be \$570,000.

The Issuer intends to reimburse itself from borrowed funds within eighteen (18) months, (three (3) years if the Issuer is a "small Issuer") after the later of (a) the date the expenditure is paid or (b) the date the facility is placed in service, but in no event more than three (3) years after the expenditure is paid.

No money from sources other than the anticipated borrowing or borrowings is, or is reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer with respect to the expenditure, pursuant to the budgetary and financial circumstances of the Issuer as of the date of this Declaration.

Dated this nineteenth day of May, 2008

By: \_\_\_\_\_  
Thomas Stoffel

Title: Comptroller/Treasurer

Each of the expenditures described must be one of the following: a capital expenditure (i.e. any cost which is properly chargeable to a capital account or would be so chargeable with a proper election), a cost of issuance for a bond, an expenditure relating to certain extraordinary working capital items, a grant, a qualified student loan, a qualified mortgage loan, or a qualified veterans' mortgage loan.



**WB-13 VACANT LAND OFFER TO PURCHASE**

1 **BROKER DRAFTING THIS OFFER ON** 5/13/2008 **[DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT)** **[STRIKE TWO]**  
2 **[GENERAL PROVISIONS]** The Buyer, Riverside Building, Inc.  
3 offers to purchase the Property known as **[Street Address]** 81 Racine St and 504 Broad St Parcel ID# 710006200  
4 71000610 in the **City** of Menasha, County of Winnebago  
5 Wisconsin, (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:  
6 ■ **PURCHASE PRICE:** Thirty-Six thousand  
7 \_\_\_\_\_ Dollars (\$ 36,000 ).  
8 ■ **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ 1000.00  
9 will be paid within 5 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  
12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,  
13 and the following additional items: none  
14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** none  
15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part  
16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items  
17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden  
18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.  
19 ■ **ZONING:** Seller represents that the Property is zoned Commercial  
20 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on  
21 separate but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider**  
22 **whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.**  
23 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or  
24 before June 15, 2008. **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**  
25 **[DELIVERY OF DOCUMENTS AND WRITTEN NOTICES]** Unless otherwise stated in this Offer, delivery of documents and written notices  
26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.  
27 (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  
28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),  
29 for delivery to the Party's delivery address at lines 31 or 33.  
30 Seller's recipient for delivery (optional): City of Menasha  
31 Seller's delivery address: 140 Main St. Menasha, WI 54952  
32 Buyer's recipient for delivery (optional): Riverside Building, Inc.  
33 Buyer's delivery address: 59 Racine St. Menasha, WI 54952  
34 (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 30 or 32.  
35 (3) By fax transmission of the document or written notice to the following telephone number:  
36 Buyer: ( 920 ) 722-4293 Seller: ( \_\_\_\_\_ ) \_\_\_\_\_  
37 **[OCCUPANCY]** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines  
38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. **Caution: Consider an agreement**  
39 **which addresses responsibility for clearing the Property of personal property and debris, if applicable.**  
40 **[LEASED PROPERTY]** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said  
41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **[STRIKE ONE]**  
42 lease(s), if any, are \_\_\_\_\_  
43 **[PLACE OF CLOSING]** This transaction is to be closed at the place designated by Buyer's mortgagee or Title company  
44 \_\_\_\_\_ no later than June 15, 2008, unless another date or place is agreed to in writing.  
45 **[CLOSING PRORATIONS]** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,  
46 property owner's association assessments, fuel and \_\_\_\_\_  
47 \_\_\_\_\_ . Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.  
48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on  
49 the net general real estate taxes for the preceding year) ( \_\_\_\_\_ )  
50 \_\_\_\_\_ ). **[STRIKE AND COMPLETE AS APPLICABLE]**  
51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**  
52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**  
53 **[PROPERTY CONDITION PROVISIONS]**  
54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice  
55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition  
56 Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer  
57 by reference **[COMPLETE DATE OR STRIKE AS APPLICABLE]** and \_\_\_\_\_  
58 \_\_\_\_\_ **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT]** .

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

60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property  
61 or the present use of the Property;

62 (b) completed or pending reassessment of the Property for property tax purposes;

63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;

64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;

65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;

66 (f) conditions constituting a significant health or safety hazard for occupants of Property;

67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to  
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**  
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**

70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;

71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation  
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;

74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal  
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;

76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;

77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;

78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited  
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or  
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;

81 (o) a lack of legal vehicular access to the Property from public roads;

82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)

83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or  
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,  
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other  
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**  
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property for a use other than the  
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning  
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should  
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special  
93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need  
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies  
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in  
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed  
97 in these contingencies.

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

104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.  
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory  
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or  
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose  
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of  
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests  
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall  
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for  
113 changes approved by Buyer.

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

122 ■ **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal  
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**  
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 ■ **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated  
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered  
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt  
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving  
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.  
130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).**  
131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies  
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 PROPERTY ADDRESS: 81 Racine St. & 504 Broad St. Menasha, WI [page 3 of 5, WB-13]

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

136 \_\_\_\_\_, If "Time is of the Essence"  
137 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  
138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

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

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**  
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a \_\_\_\_\_  
149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this  
150 Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years,  
151 amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_.  
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private  
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed  
154 \_\_\_\_\_% of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing  
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted  
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain  
157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.  
159  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_%. The initial interest rate shall  
160 be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% per year. The maximum  
161 interest rate during the mortgage term shall not exceed \_\_\_\_\_%. Monthly payments of principal and interest may be adjusted  
162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and  
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other  
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan  
166 commitment at line 149. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall**  
167 **satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER**  
168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**  
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller  
171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an  
173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies  
174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then  
175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this  
176 Offer 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  
177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness  
178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES**  
180 \_\_\_\_\_  
181 \_\_\_\_\_  
182 \_\_\_\_\_  
183 \_\_\_\_\_  
184 \_\_\_\_\_  
185 \_\_\_\_\_  
186 \_\_\_\_\_  
187 \_\_\_\_\_

188  **ADDENDA:** The attached     Addendum A, Exhibit A     is/are made part of this Offer.

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

194 \_\_\_\_\_  
195 \_\_\_\_\_ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title  
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**  
199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**  
200 **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence  
201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business  
202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be  
203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**  
205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**  
206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**  
207 **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by  
208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and  
209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer  
210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended  
211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does  
212 not extinguish Seller's obligations to give merchantable title to Buyer.  
213 **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be  
214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**  
215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-  
216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,  
217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street  
218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).  
219 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the  
220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of  
221 the Parties to this Offer and their successors in interest.  
222 **DEFAULT**  
223 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  
224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or  
225 other legal remedies.  
226 If Buyer defaults, Seller may:  
227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return  
229 the earnest money and have the option to sue for actual damages.  
230 If Seller defaults, Buyer may:  
231 (1) sue for specific performance; or  
232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.  
233 In addition, the Parties may seek any other remedies available in law or equity.  
234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of  
236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes  
237 covered by the arbitration agreement.  
238 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**  
239 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT**  
240 **ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR**  
241 **HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**  
242 **EARNEST MONEY**  
243 **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent  
244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.  
245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**  
246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**  
247 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance  
248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest  
249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer  
251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has  
252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by  
253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the  
254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.  
255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the  
256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.  
257 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this  
258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)  
259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's  
260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over  
261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.  
262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties  
263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or  
264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**  
265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**  
266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**  
267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

268 PROPERTY ADDRESS: 81 Racine St & 504 Broad St Menasha, WI [page 5 of 5, WB-13]

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF  
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271  PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: \_\_\_\_\_

272 \_\_\_\_\_ This Offer is contingent upon Buyer obtaining the following:

273  Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsoil  
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275  Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that  
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private  
277 septic system for: \_\_\_\_\_ [insert proposed use of Property; e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved  
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting  
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281  Copies at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the  
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase  
283 the costs of the proposed use or development identified at lines 271 to 272.

284  Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance  
285 of such permits, approvals and licenses at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense for the following items related to the proposed  
286 development \_\_\_\_\_

287  Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,  
288 on the Property, at the lot line across the street, etc.): electricity \_\_\_\_\_; gas \_\_\_\_\_; sewer  
289 \_\_\_\_\_; water \_\_\_\_\_; telephone \_\_\_\_\_; other \_\_\_\_\_

290 This proposed use contingency shall be deemed satisfied unless Buyer within \_\_\_\_\_ days of acceptance delivers  
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each  
292 specific item included in Buyer's notice cannot be satisfied.

293  MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ a map of the Property prepared  
294 by a registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense. The map shall identify the legal  
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
296 if any, and: \_\_\_\_\_

297 \_\_\_\_\_ ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features  
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying  
299 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. CAUTION: Consider the cost  
300 and the need for map features before selecting them. The map shall show no significant encroachment(s) or any information materially  
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier  
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy  
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304  INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at  
305 Buyer's expense, of the Property and \_\_\_\_\_

306 \_\_\_\_\_ which discloses no defects as defined below. This contingency shall be deemed satisfied  
307 unless Buyer within \_\_\_\_\_ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's  
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and  
309 void upon timely delivery of the above notice and report. CAUTION: A proposed amendment will not satisfy this notice requirement.  
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to  
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect  
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the  
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include  
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.  
315 This Offer was drafted on 5/13/08 [date] by [Licensee and Firm] Riverside Building

316 (X) \_\_\_\_\_  
317 Buyer's Signature ▲ Print Name Here: ► Vernon A Larsen Pres. Riverside Building, Inc Social Security No. or FEIN ▲ Date ▲ 5/13/08

318 (X) \_\_\_\_\_  
319 Buyer's Signature ▲ Print Name Here: ► \_\_\_\_\_ Social Security No. or FEIN ▲ Date ▲

320 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)

321 \_\_\_\_\_ Broker (By)  
322 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND  
323 THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH  
324 HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

325 (X) \_\_\_\_\_  
326 Seller's Signature ▲ Print Name Here: ► City of Menasha Social Security No. or FEIN ▲ Date ▲

327 (X) \_\_\_\_\_  
328 Seller's Signature ▲ Print Name Here: ► \_\_\_\_\_ Social Security No. or FEIN ▲ Date ▲

329 This Offer was presented to Seller by \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

330 THIS OFFER IS REJECTED \_\_\_\_\_ THIS OFFER IS COUNTERED [See attached counter] \_\_\_\_\_  
331 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A  
TO OFFER TO PURCHASE FOR  
81 Racine St & 504 Broad St  
City of Menasha  
May 13, 2008

The following terms and conditions shall be deemed to be a part of the foregoing attached Offer to Purchase dated May 13, 2008 ("Offer") by Riverside Building, Inc. for the real estate described in the Offer ("Property").

1. This Offer is not subject to the sale of other property or financing; cash at closing.
2. Buyer agrees to allow seller an easement across the property for the use of a trail and landscaping to be constructed and maintained by Seller. Seller shall have the right to come on to the property after closing to construct and maintain said trail and landscaping.
3. Buyer is purchasing the property for the purpose of private parking only.
4. Seller agrees to surrender all previous environmental tests or audits results pertaining to this parcel to Buyer within 5 days after acceptance of this Offer. Seller acknowledges to Buyer that they have no knowledge of any underground storage tanks or any other contaminants that may be on the property. This Offer is subject to Buyer, at Buyers expense, within 15 days from acceptance, conducting any environmental test or audits of any nature, which Buyer may elect to carry out on the property. If, for any reason, said tests or audits indicate any unsatisfactory condition, Buyer shall serve written notice on Seller to that effect within 21 days of acceptance; and this Offer shall become null and void, and all earnest money shall be returned to Buyer. Should Buyer fail to serve said written notice, Seller shall deem this contingency waived.
5. Buyer had relied upon its own examination, investigation and inspection of the property and the environmental conditions relating hereto, and Buyer agrees to take the same "AS IS" and "WITH ALL FAULTS" in its present condition without warranty or representative of Seller. If for any reason, Buyer is unsatisfied with the condition of said real estate, Buyer shall serve written notice on Seller to that effect within 15 days of acceptance; and this Offer shall become null and void, and all earnest money shall be returned to Buyer. Should Buyer fail to serve written notice within 15 days of acceptance, Seller shall deem this contingency waived.
6. Buyer and Seller acknowledge facsimiles of the Offer to Purchase and/or all Attachments in the form of a fax and/or e-mail transmission signed or fully executed shall be deemed as an original document.

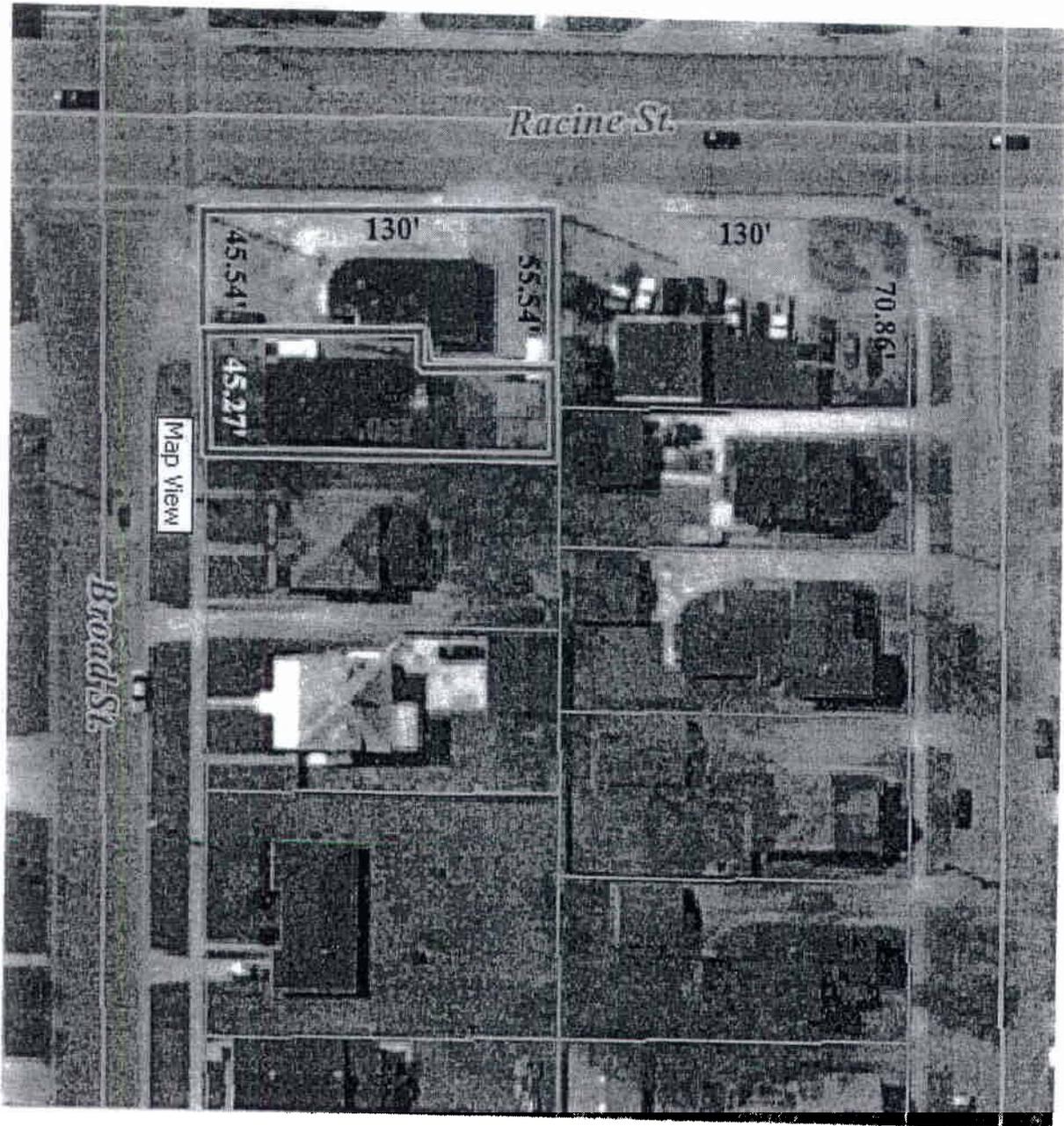


Exhibit A

# Former bankers team up to manage assets as North Star

By Edward Lowe  
For The Post-Crescent

Team spirit amounts to more than a casual concept at North Star Asset Management Inc., a relatively new Menasha money-management corporation.

In a sense, it's the firm's reason for being.

So says Kenneth J. Brusda, one of five trust investment officers who departed Associated Banc-Neenah when it seemed their chances of working together in the long term were fading quickly due to corporate changes they could not control.

Further concerns about an eventual acquisition of state's third-largest bank holding company led them to trade professional insurances for a more identifiable risk in forming their own corporation. Prosper or fail, Brusda and his colleagues would do so as a team.

North Star established June 26, 1996, now manages assets totaling \$250 million and lists clients in 10 states.

The venture, held by former bank vice presidents Brusda and Michael D. Flesch, former assistant vice president Eric F. Richter, and fellow former trust investment officers Geoffrey A. Penn and David W. Risgaard, offers testament to the value of risk as a means toward high returns.

"At this point, I would say we have done better than we expected," said Brusda, the corporation's president.

Of North Star's five owners, all of whom have worked in the same building since 1990, "I do own the largest share of the stock, but it's less than the majority — much less, in fact."

**SMALL BUSINESS SPOTLIGHT**

**NORTH STAR ASSET MANAGEMENT INC.**

- ADDRESS: 59 Racine St. Suite A, Menasha
- OWNERS: Kenneth Brusda, Michael Flesch, Eric Richter, Geoffrey Penn and David Risgaard
- FOUNDED: 1996
- EMPLOYEES: 9
- BUSINESS: Manages equity and bond investments for individuals and corporations in nine states.

**LET US KNOW...**

*Know an interesting small business we can write about? Call Arlen Boardman at 933-1000, ext. 293, or write in care of The Post-Crescent, P.O. Box 59, Appleton WI 54912. Or email at: PCNews@athenet.net*

North Star's investment philosophy supports rigorous research of prospective investments.

As a result, much of the principals' time is spent traveling from coast to coast, conducting on-site interviews with company decision-makers, Brusda said.

The corporation targets well-

managed, commercial investments for consistent, long-term growth.

In favoring relatively stable, consistent-growth investments North Star minimizes its transaction costs and shelters its clients from market volatility and overall risk.

North Star's clients include individuals and corporations in a nine-state area, but the core of our business is here in the Fox Valley," Brusda said.

The five partners, along with Bradley C. Buchanan, another Associated Bank alumnus who joined the firm as its vice president

in November, cater to fewer than 100 relationships in all, Brusda said.

In limiting its number of accounts per manager, the firm is able to maintain close working relationships with each client, he said.

"We believe we have to take the time we devote to research, and balance that with portfolio management and talking to our clients," Brusda said. "The thing I really like about North Star is that we are able to limit the number of client relationships with each of our managers. We don't want our managers to be responsible for more than a couple dozen clients at the same time."

Roughly 80% of the money it manages is split between corporate pension plans and personal investment portfolios, Brusda said. The remainder involves IRA rollovers, irrevocable trusts and endowment funds.

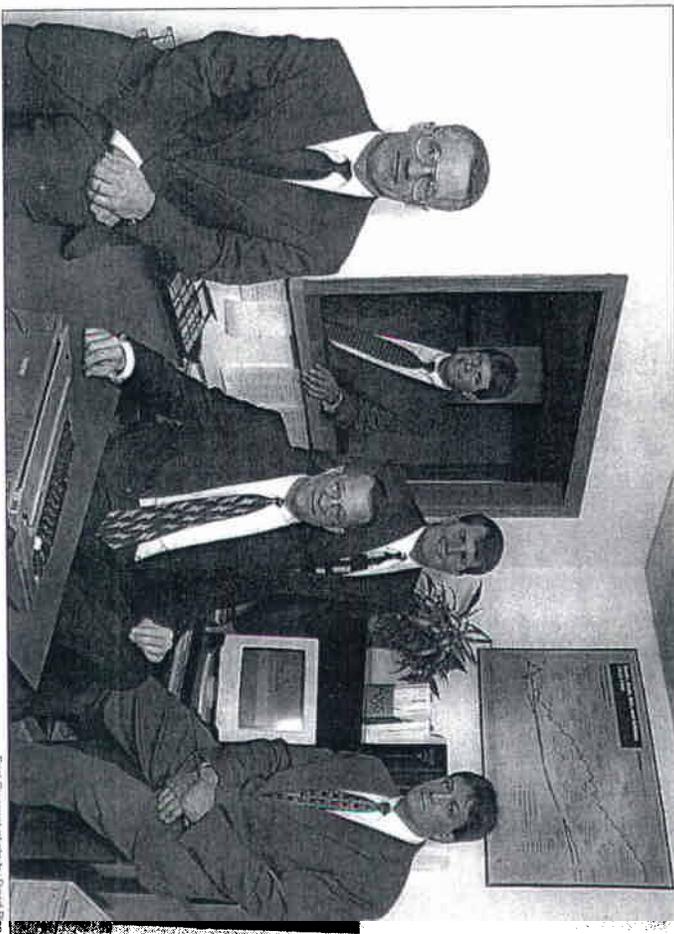
About two-thirds of the firm's client base arose from professional relationships the team members struck before North Star was formed, Brusda said.

"When we started out, we had no clients," Brusda said. "That was the risk."

Client relationships range from less than \$1 million to more than \$25 million each, he said.

North Star's standard annual service fee amounts to 0.6% of market value, with a minimum charge of \$6,000 per year.

North Star typically invests no more than 7% of any portfolio in a single investment. Individual equities are held an average of five years, resulting annual investment turnover rate of 20%.



**NORTH STAR ASSET MANAGEMENT INC.'S** principals include, from left, Eric Richter, Michael Flesch, Kenneth Brusda (seated), David Risgaard and Geoffrey Penn.

here," but one who may be overly cautious in limiting the money supplied.

"The next rate change by the Fed may be a decrease," he proposed. "I think the Fed really has a foot on the brake right now."

Even so, North Star and its clientele continue to prosper thanks in part to a robust national economy. But regardless of what the future of the national economy holds, North Star's long-term focus is designed to provide returns that consistently outperform the market as a whole.

"We all decided we wanted to keep this group together because we shared the same general investment philosophy," said Brusda, a 22-year veteran of a single bank's

trust investment department before North Star was formed.

"We felt it was inevitable that the group would be broken up if we stayed at Associated. This was one way to make sure that this group stayed together."

"I would never have done this on my own — none of us would have done that. If you lose your investment team, you've got to start over with strangers. At North Star, we have depth and credentials and a proven track record. It wasn't the institution that made us successful, it was the individuals and the team."

his investment acumen and established a record of success.

"While North Star might look like an overnight success, it was really 70 years in the making," Brusda said, adding up the staff's years of investment experience in the Fox Valley.

The name of the firm was chosen both to reflect its geographic position in the country, and, less concretely, as a metaphor for a source of directional guidance.

"For each of us, North Star represented the second and last career move," Brusda said.

"We wanted to stay together as a team and we wanted to stay right here. By establishing North Star on the Fox River in midtown Menasha, we guaranteed that."

**Wiseguys Pizzeria & Pub**  
**1440 S. Oneida St. Suite J**  
**Menasha, WI 54952**

April 20, 2008

To: City of Menasha Common Council  
From: Wiseguys Pizzeria & Pub  
Re: Permission for outdoor seating

We are requesting permission from the City of Menasha to allow our restaurant to have outdoor seating. We are located in a strip mall with a large parking lot on Oneida Street. The building has a very large awning in the front that would be a great place for people to enjoy dining in the summer months.

We are very excited to bring Menasha something a little different with our restaurant. The projected opening date is May 5, 2008, so we would appreciate the opportunity to have the patio seating between the months of May 5<sup>th</sup> and the end of October depending on the weather. If you have any questions, please contact Brenda Jorgensen at 920-277-9140(cell) or the restaurant 920-830-8336.

Thank you for your consideration,  
Brenda Jorgensen-Owner  
Jason Haen-Owner  
Lance Haen-Owner  
Jerry Haen-Owner



# Martenson & Eisele, Inc.

professionals dedicated to serving people committed to improving their communities

Planning  
Environmental  
Surveying  
Engineering  
Architecture

May 15, 2008

Ms. Debbie Galeazzi  
City Clerk  
City of Menasha  
140 Main Street  
Menasha, WI 54952

**RE: Beer Garden Application  
Wise Guys Pizza and Pub  
1440 Oneida Street, Suite T  
Menasha, WI 54952  
M&E Project No. P08-0879**

Dear Debbie;

This letter is written on behalf of the Owners of Wise Guys as part of their application for an outdoor alcohol permit per City of Menasha Municipal Code section 7-2-17 for the above location.

The area proposed by the Owner for the beer garden will consist of approximately 637 square feet. The area of the actual restaurant is not known at this time but the garden will not exceed 50% of the gross area of it. The area will be bounded by a 6'-0" wrought iron fence. It is understood at this time that the City is reviewing the requirement on the fence height and we therefore request that, if acceptable, the fence be reduced to 4'-0" high. The fence will extend approximately 15'-0" from the building, to align with the existing columns in the front. It will then run across the front of the space and return back to the building at a 45 degree angle to align with the center portion of the building. It is anticipated that the garden will hold between eight and twelve tables with occupancy of up to 40 people. The tables and chairs will similar to those already outside the restaurant. Patrons will have to enter through the beer garden to access the main restaurant, therefore gates with hardware complying with the Wisconsin State Building Code as well as Americans with Disabilities Act Accessibility Guidelines will be provided. Plans of the garden are not available at this time but could be made available to the City upon request.

Thank you for your consideration of this request. If you or other members of the Council have any further questions, please contact me. We will look forward to your review.

Sincerely,

**Martenson & Eisele, Inc.**



Robert L. Hoffmann, AIA, NCARB, CSI  
Project Architect



## CITY OF MENASHA DISBURSEMENTS

|   |                   |
|---|-------------------|
| Accounts Payable for 5/8/08-5/15/08<br>Checks # 16786-16939 | \$ 359,836.92     |
| Payroll Checks for 5/8/08-5/15/08<br>Checks # 38370-38597   | <u>147,277.11</u> |
| Total   | \$ 507,114.03     |

\*\*Gaps in the sequence of accounts payable check numbers may be caused by: voiding checks at the start of a new check run to set up printing of the checks correctly, having a large number of invoices on a particular vendor which causes the payment to be printed on more than one accounts payable check , incorrect alphabetizing of a vendor causing the accounts payable check to appear out of sequence or software/printer problems which result in accounts payable checks being printed incorrectly and needing to be discarded.

Menasha Employees Credit Union-Employee Deductions

Menasha Employees Local 1035-Union Dues

Menasha Employees Local 1035B-Union Dues

Wisconsin Support Collections-Child/Spousal Support

United Way-Employee Donations

AMT-Garnishments

Date: Thursday, May 08, 2008  
 Time: 10:25AM  
 User: MGRIESBACH

**CITY OF MENASHA**  
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 Report: 03630Alt.rpt  
 Company: 31100

| Vendor ID / Name                                | Invoice Nbr                | CpnyID           | Acct          | Subaccount | Amount                       | Invoice Description          |
|---|----------------------------|------------------|---------------|------------|------------------------------|------------------------------|
| <b>01054 ACCENT FLORAL &amp; GIFTS LLC</b>      | 14564                      | 31100            | 55            | 04-221-316 | 47.00                        | J JULIUS MOTHER IN LAW/PLANT |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016786</b> |            | <b>Check Total: 47.00</b>    |                              |
| <b>01450 ALLIED GLOVE &amp; SAFETY PRODUCTS</b> | 1/723940                   | 31100            | 54            | 10-121-300 | 111.14                       | SAFETY VESTS                 |
|   | 1/723940                   | 31100            | 54            | 10-123-300 | 150.00                       | SAFETY VESTS                 |
|   | 1/723940                   | 31100            | 54            | 10-124-300 | 200.00                       | SAFETY VESTS                 |
|   | 1/723940                   | 31100            | 54            | 10-131-300 | 200.00                       | SAFETY VESTS                 |
|   | 1/723940                   | 31100            | 54            | 10-133-300 | 100.00                       | SAFETY VESTS                 |
|   | 1/723940                   | 31100            | 54            | 10-134-300 | 200.00                       | SAFETY VESTS                 |
|   | 1/723940                   | 31201            | 54            | 10-301-300 | 120.00                       | SAFETY VESTS                 |
|   | 1/723940                   | 31100            | 54            | 10-304-300 | 200.00                       | SAFETY VESTS                 |
|   | 1/723940                   | 31266            | 54            | 10-308-300 | 160.00                       | SAFETY VESTS                 |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016787</b> |            | <b>Check Total: 1,441.14</b> |                              |
| <b>01600 AMERICAN MILLWORK &amp; HARDWARE</b>   | 109758                     | 31100            | 54            | 10-121-315 | 303.66                       | SLEDGE HAMMERS/PICK AXES     |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016788</b> |            | <b>Check Total: 303.66</b>   |                              |
| <b>01675 AMT</b>                                |                            | 31100            | 21            | 04-299-022 | 150.00                       |                              |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016789</b> |            | <b>Check Total: 150.00</b>   |                              |
| <b>02040 BADGER HIGHWAYS CO INC</b>             | 140000                     | 31100            | 54            | 10-134-300 | 98.74                        | COLD MIX                     |
|   | 140000                     | 31201            | 54            | 10-301-300 | 184.98                       | COLD MIX                     |
|   | 139957                     | 31100            | 54            | 10-121-300 | 229.46                       | MASON SAND                   |
|   | 139957                     | 31100            | 54            | 10-134-300 | 194.53                       | MASON SAND                   |
|   | 139957                     | 31100            | 55            | 07-202-300 | 30.19                        | MASON SAND                   |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016790</b> |            | <b>Check Total: 737.90</b>   |                              |
| <b>02335 BECK ELECTRIC INC</b>                  | E88                        | 31100            | 55            | 07-202-240 | 87.00                        | BULBS FOR CURTIS REED PLAZA  |
|   | E93                        | 31100            | 54            | 10-131-216 | 109.80                       | MAIN/RACINE LIGHT REPAIR     |
|   | E85                        | 31201            | 54            | 10-301-212 | 60.00                        | PARIS ST LIFT STATION PUMP   |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016791</b> |            | <b>Check Total: 256.80</b>   |                              |

Date: Thursday, May 08, 2008  
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| Vendor ID / Name                                | Invoice Nbr                | CpnyID           | Acct          | Subaccount | Amount              | Invoice Description       |
|---|----------------------------|------------------|---------------|------------|---------------------|---------------------------|
| <b>02410 BERGSTROM</b>                          | 101336                     | 31731            | 54            | 10-149-383 | 172.03              | WHEEL                     |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016792</b> |            | <b>Check Total:</b> | <b>172.03</b>             |
| <b>02545 BLUE PRINT SERVICE CO INC</b>          | 13654                      | 31100            | 54            | 10-111-300 | 15.96               | INK JET BOND              |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016793</b> |            | <b>Check Total:</b> | <b>15.96</b>              |
| <b>02630 LARRY BONNEVILLE</b>                   | 042808                     | 31100            | 52            | 08-101-191 | 2,000.00            | TUITION REIMBURSEMENT     |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016794</b> |            | <b>Check Total:</b> | <b>2,000.00</b>           |
| <b>02730 BRAZEE ACE HARDWARE</b>                | 207                        | 31100            | 52            | 08-101-240 | 2.58                | PD RADIO TOWER KEY        |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016795</b> |            | <b>Check Total:</b> | <b>2.58</b>               |
| <b>03040 CALL ONE INC</b>                       | 938968                     | 31100            | 51            | 04-109-315 | 206.13              | DIGITAL WIRELESS HDST     |
|   | 924720                     | 31100            | 51            | 04-109-315 | -195.00             | HANDSET RETURN            |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016796</b> |            | <b>Check Total:</b> | <b>11.13</b>              |
| <b>03060 CALUMET COUNTY REGISTER OF DEE</b>     | 941                        | 31100            | 51            | 02-104-218 | 50.00               | CORPORATE LIMITS DOCUMENT |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016797</b> |            | <b>Check Total:</b> | <b>50.00</b>              |
| <b>03075 CAMERA CORNER</b>                      | 374125A-IN                 | 31100            | 51            | 04-101-805 | 2,900.00            | CABLE PC HOOKUP           |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016798</b> |            | <b>Check Total:</b> | <b>2,900.00</b>           |
| <b>03145 CAREW CONCRETE &amp; SUPPLY CO INC</b> | 760140                     | 31100            | 54            | 10-121-300 | 818.00              | TAYCO/BROAD               |
|   | 759924                     | 31100            | 54            | 10-134-300 | 157.20              | APPLETON RD/7TH ST        |
|   | 760270                     | 31100            | 54            | 10-122-300 | 789.66              | AHNAIP/WALNUT             |
|   | 760676                     | 31100            | 54            | 10-121-300 | 894.00              | TAYCO/BROAD               |
|   | 761624                     | 31100            | 54            | 10-134-300 | 314.00              | NAYMUT ST                 |
|   | 761899                     | 31100            | 54            | 10-134-300 | 416.00              | 8TH/MANITOWOC             |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016799</b> |            | <b>Check Total:</b> | <b>3,388.86</b>           |

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| Vendor ID / Name                           | Invoice Nbr                | CpnyID           | Acct          | Subaccount | Amount              | Invoice Description            |
|--|----------------------------|------------------|---------------|------------|---------------------|--------------------------------|
| <b>03490 CLEAR WATER CAR WASH</b>          | 2142                       | 31100            | 52            | 08-101-295 | 94.95               | INTERIOR CLEANING              |
|  | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016800</b> |            | <b>Check Total:</b> | <b>94.95</b>                   |
| <b>03741 CRANE ENGINEERING SALES INC</b>   | 199123-00                  | 31100            | 55            | 07-203-243 | 373.66              | LASER ALIGN PUMP/POOL          |
|  | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016801</b> |            | <b>Check Total:</b> | <b>373.66</b>                  |
| <b>03852 CUMINGS ELECTRIC INC &amp;</b>    | 050708                     | 31263            | 56            | 03-207-701 | 570.00              | CDBG REHAB PROGRAM             |
|  | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016802</b> |            | <b>Check Total:</b> | <b>570.00</b>                  |
| <b>04125 DAVIES WATER #1476</b>            | 0023464                    | 31100            | 54            | 10-134-300 | 760.00              | 10 UNITS                       |
|  | 0024069                    | 31100            | 54            | 10-134-300 | 631.96              | PVC COUP/SWR PIPE/CURB INL FRM |
|  | 24672                      | 31100            | 54            | 10-134-300 | 58.90               | PVC COUP                       |
|  | 24831                      | 31100            | 54            | 10-134-300 | 154.90              | PVC COUP                       |
|  | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016803</b> |            | <b>Check Total:</b> | <b>1,605.76</b>                |
| <b>04450 DWD-UI</b>                        | 121463                     | 31100            | 55            | 10-215-162 | 4,475.00            | BRIDGES                        |
|  | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016804</b> |            | <b>Check Total:</b> | <b>4,475.00</b>                |
| <b>06010 FABCO EQUIPMENT INC</b>           | C196936                    | 31731            | 54            | 10-149-383 | 14.64               | GROMMET                        |
|  | C196902                    | 31731            | 54            | 10-149-383 | 33.73               | PUMP/GROMMET/FILTER            |
|  | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016805</b> |            | <b>Check Total:</b> | <b>48.37</b>                   |
| <b>06110 FERGUSON ENTERPRISES INC #448</b> | 333783                     | 31100            | 55            | 07-202-240 | 184.68              | CLOVIS TOILET                  |
|  | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016806</b> |            | <b>Check Total:</b> | <b>184.68</b>                  |
| <b>06115 FERRELLGAS</b>                    | 1021891195                 | 31731            | 54            | 10-149-300 | 64.54               | LIQUEFIED PETROLEUM GAS        |
|  | 1021882352                 | 31266            | 54            | 10-307-216 | 55.78               | LIQUEFIED PETROLUEM GAS        |
|  | RNT2105363                 | 31731            | 54            | 10-149-300 | 75.00               | CYL RENTAL                     |
|  | RNT2105363                 | 31266            | 54            | 10-307-216 | 75.00               | CYL RENTAL                     |
|  | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016807</b> |            | <b>Check Total:</b> | <b>270.32</b>                  |

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| Vendor ID / Name                     | Invoice Nbr                | CpnyID                     | Acct             | Subaccount    | Amount              | Invoice Description          |
|--------------------------------------|----------------------------|----------------------------|------------------|---------------|---------------------|------------------------------|
| 06520 FOX STAMP SIGN & SPECIALTY     | 153895                     | 31100                      | 51               | 01-102-310    | 69.60               | SELF-INKER                   |
|                                      | 153895                     | 31100                      | 51               | 02-104-310    | 74.83               | SELF-INKER                   |
|                                      | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b>           | <b>016808</b>    |               | <b>Check Total:</b> | <b>144.43</b>                |
| 06680 FRONTLINE UNIFORM              | 2347                       | 31100                      | 52               | 08-109-300    | 89.30               | POLICE AUXILIARY             |
|                                      |                            | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016809</b> | <b>Check Total:</b> | <b>89.30</b>                 |
| 07175 LF GEORGE INC                  | IC20760                    | 31731                      | 54               | 10-149-383    | 246.55              | 5/8" KNIFE                   |
|                                      |                            | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016810</b> | <b>Check Total:</b> | <b>246.55</b>                |
| 07345 GRAINGER INC                   | 9611771719                 | 31100                      | 55               | 07-202-240    | 199.58              | PLUGS/SEASONAL WATER SHUTOFF |
|                                      | 9612145087                 | 31100                      | 55               | 07-202-240    | 67.86               | EXHAUST FAN/SMITH PARK       |
|                                      |                            | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016811</b> | <b>Check Total:</b> | <b>267.44</b>                |
| 07580 GUNDERSON UNIFORM & LINEN RENT | 1252855                    | 31100                      | 52               | 08-101-313    | 31.70               | TOWEL/MAT SERVICE            |
|                                      |                            | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016812</b> | <b>Check Total:</b> | <b>31.70</b>                 |
| 08465 HOME DEPOT CREDIT SERVICES     | 9022760                    | 31100                      | 55               | 07-202-315    | 158.94              | TOOLS                        |
|                                      | 9202591                    | 31100                      | 55               | 07-202-240    | 48.79               | LIME                         |
|                                      | 3560640                    | 31100                      | 51               | 10-115-240    | 19.47               | ADHESIVE/WIRE MOLD           |
|                                      | 3080825                    | 31100                      | 52               | 08-101-240    | 68.38               | LOCKER FAUCET                |
|                                      |                            | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016813</b> | <b>Check Total:</b> | <b>295.58</b>                |
| 09105 INDEPENDENT INSPECTIONS LTD    | 301210                     | 31100                      | 52               | 03-301-216    | 14,930.72           | PERMITS/LIC APRIL 2008       |
|                                      |                            | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016814</b> | <b>Check Total:</b> | <b>14,930.72</b>             |
| 09290 INTERSTATE BATTERY OF GREEN BA | 164371                     | 31731                      | 54               | 10-149-383    | 68.95               | GENERATOR                    |
|                                      | 70012200                   | 31100                      | 52               | 08-101-300    | 30.77               | SUPPLIES                     |
|                                      |                            | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016815</b> | <b>Check Total:</b> | <b>99.72</b>                 |

Date: Thursday, May 08, 2008  
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| Vendor ID / Name                                | Invoice Nbr                | CpnyID           | Acct          | Subaccount | Amount                       | Invoice Description       |
|---|----------------------------|------------------|---------------|------------|------------------------------|---------------------------|
| <b>10201 RORY JENSEN</b>                        | 050108                     | 31100            | 44            | 04-317-000 | 15.00                        | REFUND/2 REC FIRE PERMITS |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016816</b> |            | <b>Check Total: 15.00</b>    |                           |
| <b>10335 JX ENTERPRISES INC</b>                 | D281020023                 | 31731            | 54            | 10-149-383 | 119.18                       | SEAL REPAIR KITS/OIL CAP  |
|   | D281130112                 | 31731            | 54            | 10-149-383 | 99.11                        | SHOCK                     |
|   | D281120106                 | 31731            | 54            | 10-149-383 | 20.98                        | RESERVOIR PUMP            |
|   | D281120093                 | 31731            | 54            | 10-149-383 | 66.98                        | SENSOR COOLANT            |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016817</b> |            | <b>Check Total: 306.25</b>   |                           |
| <b>12250 LAWSON PRODUCTS INC</b>                | 6780790                    | 31731            | 54            | 10-149-300 | 133.75                       | STOCK PARTS               |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016818</b> |            | <b>Check Total: 133.75</b>   |                           |
| <b>12270 LEAGUE OF WISCONSIN MUNICIPALI</b>     | 050608                     | 31100            | 51            | 04-101-337 | 60.00                        | ALD K BENNER/WORKSHOP     |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016819</b> |            | <b>Check Total: 60.00</b>    |                           |
| <b>13043 MANAWA TELEPHONE CO</b>                | 050108                     | 31100            | 51            | 04-109-221 | 39.95                        | INTERNET SERVICE          |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016820</b> |            | <b>Check Total: 39.95</b>    |                           |
| <b>13149 MATTHEWS COMMERCIAL TIRE CTR</b>       | 024921                     | 31731            | 54            | 10-149-382 | 40.70                        | TIRE SERVICE              |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016821</b> |            | <b>Check Total: 40.70</b>    |                           |
| <b>13360 MENASHA ELECTRIC &amp; WATER UTILI</b> | 042408                     | 31100            | 12            | 04-399-000 | 7.80                         | TRAFFIC LIGHTS            |
|   | 042408                     | 31100            | 53            | 09-102-223 | 110.43                       | HEALTH DEPT               |
|   | 042408                     | 31100            | 53            | 09-102-225 | 30.32                        | HEALTH DEPT               |
|   | 042408                     | 31100            | 54            | 10-131-223 | 195.11                       | TRAFFIC LIGHTS            |
|   | 042408                     | 31201            | 54            | 10-301-223 | 137.32                       | LIFT STATIONS             |
|   | 042408                     | 31100            | 55            | 07-202-223 | 493.80                       | PARKS                     |
|   | 042408                     | 31100            | 55            | 07-202-223 | 12.42                        | PARKS                     |
|   | 042408                     | 31100            | 55            | 07-202-225 | 62.36                        | PARKS                     |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016822</b> |            | <b>Check Total: 1,049.56</b> |                           |

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|--------------------------------------|----------------------------|------------------|---------------|------------|---------------------|-----------------------------|
| 13370 MENASHA EMPLOYEES CREDIT UNION |                            | 31100            | 21            | 04-299-020 | 1,970.00            |                             |
|                                      |                            | 31100            | 21            | 04-299-020 | 16,893.00           |                             |
|                                      | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016823</b> |            | <b>Check Total:</b> | <b>18,863.00</b>            |
|                                      |                            | 31100            | 21            | 04-299-033 | 92.30               |                             |
|                                      | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016824</b> |            | <b>Check Total:</b> | <b>92.30</b>                |
| 13375 MENASHA EMPLOYEES LOCAL 1035   |                            | 31100            | 21            | 04-299-031 | 257.00              |                             |
|                                      | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016825</b> |            | <b>Check Total:</b> | <b>257.00</b>               |
| 13377 MENASHA EMPLOYEES LOCAL 1035B  |                            | 31100            | 21            | 04-299-032 | 248.16              |                             |
|                                      | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016826</b> |            | <b>Check Total:</b> | <b>248.16</b>               |
| 13435 MENASHA POSTMASTER             | 050708                     | 31207            | 55            | 07-205-311 | 508.26              | MARINA MAILING #39          |
|                                      | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016827</b> |            | <b>Check Total:</b> | <b>508.26</b>               |
| 13685 MINNESOTA MUTUAL LIFE INSURANC | JUNE2008                   | 31100            | 21            | 04-618-000 | 2,341.35            | INSURANCE                   |
|                                      | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016828</b> |            | <b>Check Total:</b> | <b>2,341.35</b>             |
| 13720 MODERN BUSINESS MACHINES       | 26153001                   | 31100            | 51            | 10-115-243 | 39.28               | CONTRACT COPIER MAINTENANCE |
|                                      | 26153001                   | 31100            | 52            | 08-101-243 | 168.72              | CONTRACT COPIER MAINTENANCE |
|                                      | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016829</b> |            | <b>Check Total:</b> | <b>208.00</b>               |
| 13755 MORTON SAFETY                  | 28109                      | 31731            | 54            | 10-149-300 | 24.91               | SUPPLIES                    |
|                                      | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016830</b> |            | <b>Check Total:</b> | <b>24.91</b>                |

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|---|-----------------|------------------|---------------|---------------------|------------------|-----------------------------|
| <b>14010 N&amp;M AUTO SUPPLY</b>          | 212350          | 31731            | 54            | 10-149-383          | 25.64            | REPAIR PARTS                |
|   | 212790          | 31731            | 54            | 10-149-383          | 46.90            | STOCK                       |
|   | 212781          | 31731            | 54            | 10-149-383          | 4.37             | ELECT-MECH FLASHER          |
|   | 214653          | 31731            | 54            | 10-149-315          | 72.28            | SHOP SUPPLIES               |
|   | 213311          | 31731            | 54            | 10-149-383          | 228.30           | ALTERNATOR                  |
|   | 213933          | 31731            | 54            | 10-149-383          | 19.98            | STOCK                       |
|   | 213945          | 31731            | 54            | 10-149-383          | 14.40            | HANDLE                      |
|   | 213736          | 31731            | 54            | 10-149-383          | 9.95             | MECH FLASHER                |
|   | 213328          | 31731            | 54            | 10-149-315          | 56.14            | SHOP SUPPLIES               |
|   | 213328          | 31731            | 54            | 10-149-383          | 71.40            | FAN CLUTCH                  |
|   | 213188          | 31731            | 54            | 10-149-383          | 23.80            | SPLASHGUARDS                |
|   | 213381          | 31731            | 54            | 10-149-383          | 26.29            | DOOR HANDLE                 |
|   | 215784          | 31731            | 54            | 10-149-300          | 13.98            | RUBBERIZED UNDERCOAT        |
|   | 213454          | 31731            | 54            | 10-149-383          | -88.00           | CORE DEPOSIT                |
| <b>Check Date</b>                         | <b>5/8/2008</b> | <b>Check Nbr</b> | <b>016832</b> | <b>Check Total:</b> | <b>525.43</b>    |                             |
| <b>14220 NEENAH-MENASHA SEWERAGE COMM</b> | 2008-083        | 31201            | 54            | 10-302-250          | 15,163.00        | MAY 2008 BOND ISSUE CHARGES |
|   | 2008-077        | 31201            | 54            | 10-302-250          | 69,725.87        | MAY 2008 WASTEWATER CHARGES |
| <b>Check Date</b>                         | <b>5/8/2008</b> | <b>Check Nbr</b> | <b>016833</b> | <b>Check Total:</b> | <b>84,888.87</b> |                             |
| <b>14265 SUSAN NETT</b>                   | 050708          | 31100            | 53            | 09-102-331          | 42.42            | MILEAGE                     |
|   | 050708          | 31100            | 53            | 09-102-334          | 1.25             | PARKING                     |
| <b>Check Date</b>                         | <b>5/8/2008</b> | <b>Check Nbr</b> | <b>016834</b> | <b>Check Total:</b> | <b>43.67</b>     |                             |
| <b>15080 OFFICEMAX INC</b>                | 298442          | 31731            | 54            | 10-149-310          | -58.22           | OFFICE SUPPLIES CREDIT      |
|   | 450028          | 31100            | 21            | 04-289-000          | 24.09            | PAPER/SENIOR CENTER         |
|   | 450028          | 31100            | 53            | 09-212-310          | 29.08            | OFFICE SUPPLIES             |
| <b>Check Date</b>                         | <b>5/8/2008</b> | <b>Check Nbr</b> | <b>016835</b> | <b>Check Total:</b> | <b>2.95</b>      |                             |
| <b>15200 ORBIT SCREENS INC</b>            | 01871           | 31741            | 19            | 04-530-000          | 65,775.00        | SCREENING PLANT             |
| <b>Check Date</b>                         | <b>5/8/2008</b> | <b>Check Nbr</b> | <b>016836</b> | <b>Check Total:</b> | <b>65,775.00</b> |                             |

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|--|----------------------------|-------------------------|------|------------|----------------------------|-----------------------------|
| <b>16025 PACKER CITY INTERNATIONAL</b> | 3281000072                 | 31731                   | 54   | 10-149-383 | 95.02                      | AIR FILT/HYDRAULI           |
|  | <b>Check Date 5/8/2008</b> | <b>Check Nbr 016837</b> |      |            | <b>Check Total: 95.02</b>  |                             |
| <b>16300 PIGGLY WIGGLY #24</b>         | 6765                       | 31100                   | 56   | 07-101-300 | 119.20                     | ARBOR DAY APPLES            |
|  | <b>Check Date 5/8/2008</b> | <b>Check Nbr 016838</b> |      |            | <b>Check Total: 119.20</b> |                             |
| <b>16465 POSTAL ANNEX</b>              | 129338                     | 31100                   | 52   | 08-101-311 | 7.28                       | GALLS RETURN/POLICE         |
|  | 129462                     | 31100                   | 52   | 08-101-311 | 7.07                       | WI DEPT JUSTICE/POLICE      |
|  | 129532                     | 31100                   | 52   | 08-101-311 | 8.50                       | WI DEPT JUSTICE/POLICE      |
|  | 129811                     | 31100                   | 12   | 04-399-000 | 7.57                       | STATE LAB OF HYGIENE/HEALTH |
|  | 129829                     | 31100                   | 52   | 08-101-311 | 7.09                       | WI DEPT JUSTICE/POLICE      |
|  | 129900                     | 31100                   | 52   | 08-101-311 | 7.09                       | WI DEPT JUSTICE/POLICE      |
|  | 129964                     | 31100                   | 52   | 08-101-311 | 7.09                       | WI DEPT JUSTICE/POLICE      |
|  | 130161                     | 31201                   | 54   | 10-301-311 | 7.09                       | LW ALLEN/PWF                |
|  | 130351                     | 31100                   | 52   | 08-101-311 | 17.94                      | PROTO/LEDKO/POLICE          |
|  | 130393                     | 31100                   | 52   | 08-101-311 | 2.65                       | GALLS/POLICE                |
|  | 130493                     | 31100                   | 52   | 08-101-311 | 7.15                       | WI DEPT JUSTICE/POLICE      |
|  | 130589                     | 31100                   | 52   | 08-101-311 | 7.30                       | GALLS/POLICE                |
|  | <b>Check Date 5/8/2008</b> | <b>Check Nbr 016839</b> |      |            | <b>Check Total: 93.82</b>  |                             |
| <b>16805 PRO-X SYSTEMS LAWCARE</b>     | 88774                      | 31100                   | 55   | 07-202-206 | 58.61                      | FERTILIZER                  |
|  | <b>Check Date 5/8/2008</b> | <b>Check Nbr 016840</b> |      |            | <b>Check Total: 58.61</b>  |                             |
| <b>16840 PUBLIC SAFETY CENTER INC</b>  | 143947IN                   | 31100                   | 52   | 08-101-300 | 282.77                     | RESIDUE KIT/CASSETTES       |
|  | <b>Check Date 5/8/2008</b> | <b>Check Nbr 016841</b> |      |            | <b>Check Total: 282.77</b> |                             |
| <b>18200 REINDERS INC</b>              | 845281-00                  | 31100                   | 55   | 07-202-300 | 385.22                     | BALL DIAMOND MIX/HERBICIDE  |
|  | <b>Check Date 5/8/2008</b> | <b>Check Nbr 016842</b> |      |            | <b>Check Total: 385.22</b> |                             |

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|---|----------------------------|------------------|---------------|------------|---------------------|------------------------------|
| <b>19245 SCHWEITZER'S CATERING</b>            | 94070603                   | 31100            | 52            | 08-103-333 | 351.90              | CROSSING GUARD LUNCHEON      |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016844</b> |            | <b>Check Total:</b> | <b>351.90</b>                |
| <b>19327 SERVICEMASTER BUILDING MTNCE</b>     | 119183                     | 31100            | 52            | 08-101-201 | 1,578.00            | CONTRACT JANITORIAL JAN 2008 |
|   | 117765                     | 31100            | 52            | 08-101-201 | 50.00               | CLEAN GARAGE MAY 2008        |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016845</b> |            | <b>Check Total:</b> | <b>1,628.00</b>              |
| <b>19410 SKID &amp; PALLET</b>                | 21548                      | 31100            | 54            | 10-121-300 | 76.50               | LANDSCAPE MULCH              |
|   | 21548                      | 31100            | 55            | 07-202-300 | 314.50              | LANDSCAPE MULCH              |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016846</b> |            | <b>Check Total:</b> | <b>391.00</b>                |
| <b>20075 TEL/COM</b>                          | 10068320                   | 31100            | 51            | 04-109-221 | 37.50               | PAGER                        |
|   | 10068252                   | 31262            | 52            | 08-101-221 | 253.50              | PAGERS                       |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016847</b> |            | <b>Check Total:</b> | <b>291.00</b>                |
| <b>20155 THEDACARE LABORATORIES</b>           | 200804-0                   | 31100            | 21            | 04-229-000 | 1,630.00            |                              |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016848</b> |            | <b>Check Total:</b> | <b>1,630.00</b>              |
| <b>20325 TRAFFIC &amp; PARKING CONTROL CO</b> | 292757                     | 31100            | 54            | 10-131-300 | 1,713.32            | PAINT                        |
|   | 293139                     | 31100            | 54            | 10-131-300 | 251.34              | ACCIDENT REPAIR/REIMBURSABLE |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016849</b> |            | <b>Check Total:</b> | <b>1,964.66</b>              |
| <b>21045 UNIFIRST CORPORATION</b>             | 0970030782                 | 31731            | 54            | 10-149-201 | 80.58               | MAT/CLOTHING SERVICE         |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016850</b> |            | <b>Check Total:</b> | <b>80.58</b>                 |
| <b>21060 UNITED PAPER CORPORATION</b>         | 60145                      | 31100            | 52            | 08-101-300 | 378.15              | EMERGENCY BLANKETS           |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016851</b> |            | <b>Check Total:</b> | <b>378.15</b>                |
| <b>21095 UNITED WAY FOX CITIES</b>            |                            | 31100            | 21            | 04-299-021 | 85.75               |                              |
|   | <b>Check Date</b> 5/8/2008 | <b>Check Nbr</b> | <b>016852</b> |            | <b>Check Total:</b> | <b>85.75</b>                 |

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|---|----------------------------|------------------|---------------|------------|------------------------------|------------------------------|
| <b>21100 UNITEL INC</b>                     | 30222                      | 31100            | 51            | 10-115-241 | 369.25                       | REPAIR DIGITAL TELEPHONES    |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016853</b> |            | <b>Check Total: 369.25</b>   |                              |
| <b>21226 US OIL CO INC</b>                  | M84973                     | 31731            | 54            | 10-149-300 | 909.95                       | FUEL                         |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016854</b> |            | <b>Check Total: 909.95</b>   |                              |
| <b>19185 WAUSAU EQUIPMENT COMPANY INC</b>   | 130622                     | 31100            | 54            | 10-124-300 | 202.14                       | STOCK                        |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016843</b> |            | <b>Check Total: 202.14</b>   |                              |
| <b>23215 WIL-KIL PEST CONTROL</b>           | 1275285                    | 31731            | 54            | 10-149-207 | 63.00                        | COMMERCIAL CONTRACT          |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016855</b> |            | <b>Check Total: 63.00</b>    |                              |
| <b>23270 WINNEBAGO CO REGISTER OF DEEDS</b> | RD100906                   | 31100            | 51            | 02-104-218 | 37.00                        | CORPORATE LIMITS RECORDING   |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016856</b> |            | <b>Check Total: 37.00</b>    |                              |
| <b>23275 WINNEBAGO COUNTY TREASURER</b>     | APRIL                      | 31310            | 57            | 04-101-610 | 1,553.85                     | IND DEV PROJECT PRINCIPAL    |
|   | APRIL                      | 31310            | 57            | 04-201-620 | 596.15                       | IND DEV PROJECT INTEREST     |
|   | 100418                     | 31100            | 52            | 08-602-250 | 264.00                       | JAIL DIVISION                |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016857</b> |            | <b>Check Total: 2,414.00</b> |                              |
| <b>23370 WISCONSIN DEPARTMENT OF JUSTIC</b> | I5519                      | 31100            | 52            | 08-101-221 | 570.00                       | QUARTERLY CHARGE/TIME SYSTEM |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016858</b> |            | <b>Check Total: 570.00</b>   |                              |
| <b>23371 WISCONSIN DEPT OF JUSTICE-TIME</b> | L7101T                     | 31100            | 52            | 08-101-216 | 115.00                       | NAMES SEARCHES               |
|   | <b>Check Date 5/8/2008</b> | <b>Check Nbr</b> | <b>016859</b> |            | <b>Check Total: 115.00</b>   |                              |

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|-------------------------------------|-----------------|------------------|---------------|---------------------|-------------------|---------------------|
| 23455 WISCONSIN SUPPORT COLLECTIONS |                 | 31100            | 21            | 04-299-015          | 536.31            |                     |
|                                     |                 | 31100            | 21            | 04-299-016          | 138.40            |                     |
|                                     |                 | 31100            | 21            | 04-299-015          | 894.60            |                     |
| <b>Check Date</b>                   | <b>5/8/2008</b> | <b>Check Nbr</b> | <b>016860</b> | <b>Check Total:</b> | <b>1,569.31</b>   |                     |
|                                     |                 |                  |               | <b>Grand Total:</b> | <b>224,714.68</b> |                     |

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|--------------------------------------|-----------------------------|------------------|---------------|------------|---------------------|------------------------------|
| 01075 ACCURATE SUSPENSION WAREHOUSE  | 8006671                     | 31731            | 54            | 10-149-300 | 105.12              | SHOP SUPPLIES                |
|                                      | 8006671                     | 31731            | 54            | 10-149-383 | 297.35              | SHOP SUPPLIES                |
|                                      | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016861</b> |            | <b>Check Total:</b> | <b>402.47</b>                |
| 01210 AFFINITY OCCUPATIONAL HEALTH   | 220879                      | 31100            | 51            | 02-105-215 | 99.00               | QUICK SCREEN/PRE PLACE EXAM  |
|                                      | 220086                      | 31100            | 51            | 02-105-215 | 292.00              | CRL LAB FEE DOT DRUG SCREEN  |
|                                      | 220692                      | 31100            | 51            | 02-105-215 | 278.00              | LAB FEE NON DOT 5 PANEL DRUG |
|                                      | 220486                      | 31100            | 55            | 10-215-215 | 89.00               | LAB FEE NON DOT 5 PANEL DRUG |
|                                      | 220426                      | 31100            | 55            | 10-215-215 | 267.00              | LAB FEE NON DOT 5 PANEL DRUG |
|                                      | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016862</b> |            | <b>Check Total:</b> | <b>1,025.00</b>              |
| 01315 AIRGAS NORTH CENTRAL           | 105718529                   | 31731            | 54            | 10-149-315 | -250.00             | PRODUCT TRADE IN             |
|                                      | 105683434                   | 31731            | 54            | 10-149-315 | -77.72              | SALES RETURN/GASES           |
|                                      | 105828503                   | 31731            | 54            | 10-149-300 | 128.32              | NOZZLES/WASHER SHOCK/STOCK   |
|                                      | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016863</b> |            | <b>Check Total:</b> | <b>-199.40</b>               |
| 01465 ALL-SPORT TROPHY               | 39421                       | 31100            | 55            | 04-221-310 | 31.90               | PLAQUE                       |
|                                      | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016864</b> |            | <b>Check Total:</b> | <b>31.90</b>                 |
| 01555 AMERICAN CONCRETE PIPE COMPANY | 100080                      | 31100            | 54            | 10-134-300 | 574.75              | SECT W/O STEPS/COVER         |
|                                      | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016865</b> |            | <b>Check Total:</b> | <b>574.75</b>                |
| 02040 BADGER HIGHWAYS CO INC         | 140050                      | 31100            | 54            | 10-121-300 | 107.31              | COLD MIX                     |
|                                      | 140050                      | 31100            | 54            | 10-134-300 | 17.47               | COLD MIX                     |
|                                      | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016866</b> |            | <b>Check Total:</b> | <b>124.78</b>                |
| 02335 BECK ELECTRIC INC              | D171                        | 31100            | 52            | 08-101-240 | 113.40              | REPAIR ELEVATOR EYE          |
|                                      | E45                         | 31100            | 51            | 10-115-240 | 124.79              | COUNCIL CHAMBERS VIDEO       |
|                                      | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016867</b> |            | <b>Check Total:</b> | <b>238.19</b>                |

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|--|-----------------------------|------------------|---------------|------------|---------------------|--------------------------------|
| <b>02353 REGINA BEDUHN</b>                 | 051208                      | 31100            | 46            | 04-177-000 | 16.00               | REFUND OVERPAYMENT PROGRAM FEE |
|  | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016868</b> |            | <b>Check Total:</b> | <b>16.00</b>                   |
| <b>02500 BARB BIGALKE</b>                  | 050708                      | 31262            | 52            | 08-101-311 | 70.60               | GRAINT MAILING/POSTAGE         |
|  | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016869</b> |            | <b>Check Total:</b> | <b>70.60</b>                   |
| <b>02545 BLUE PRINT SERVICE CO INC</b>     | 13998                       | 31100            | 54            | 10-111-300 | 9.66                | INK JET                        |
|  | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016870</b> |            | <b>Check Total:</b> | <b>9.66</b>                    |
| <b>02650 LISA BORCHERDT</b>                | 050708                      | 31100            | 46            | 04-177-000 | 70.00               | PROG REFUND/SCHEDULE CONFLICT  |
|  | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016871</b> |            | <b>Check Total:</b> | <b>70.00</b>                   |
| <b>02717 JEFFREY BRANDT</b>                | 050908                      | 31100            | 51            | 02-103-333 | 12.12               | MILEAGE                        |
|  | 050908                      | 31100            | 51            | 02-105-333 | 22.22               | MILEAGE                        |
|  | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016872</b> |            | <b>Check Total:</b> | <b>34.34</b>                   |
| <b>02720 BRAUER SUPPLY &amp; EQUIPMENT</b> | 080502E                     | 31731            | 54            | 10-149-383 | 200.50              | AMBER LIGHT                    |
|  | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016873</b> |            | <b>Check Total:</b> | <b>200.50</b>                  |
| <b>02780 BRUCE MUNICIPAL EQUIPMENT INC</b> | 5081653                     | 31731            | 54            | 10-149-383 | 92.96               | HYD OIL FILTER                 |
|  | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016874</b> |            | <b>Check Total:</b> | <b>92.96</b>                   |
| <b>03585 COMMUNITY HOUSING COORDINATOR</b> | 105                         | 31100            | 56            | 03-202-216 | 1,600.00            | COMPREHENSIVE HOUSING MAY 2008 |
|  | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016876</b> |            | <b>Check Total:</b> | <b>1,600.00</b>                |
| <b>03842 CULLIGAN WATERCARE SERVICES</b>   | 043008                      | 31100            | 51            | 10-115-201 | 17.85               | COOLER RENTAL                  |
|  | 043008                      | 31731            | 54            | 10-149-313 | 5.95                | COOLER RENTAL                  |
|  | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016877</b> |            | <b>Check Total:</b> | <b>23.80</b>                   |

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|------------------------------------|-----------------------------|------------------|---------------|------------|---------------------|--------------------------------|
| 04135 DAVIS & KUELTHAU SC          | 291574                      | 31201            | 54            | 10-301-211 | 59.50               | INSURANCE MATTER               |
|                                    | 292390                      | 31100            | 51            | 02-105-211 | 67.50               | GENERAL LABOR                  |
|                                    | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016878</b> |            | <b>Check Total:</b> | <b>127.00</b>                  |
| 04418 DUMKE & ASSOC AND            | 46                          | 31100            | 53            | 09-102-296 | 1,823.58            | RENT FOR MAY 2008              |
|                                    | 46                          | 31100            | 53            | 09-102-296 | 1,154.17            | ADDITIONAL RENT FOR MAY 2008   |
|                                    | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016879</b> |            | <b>Check Total:</b> | <b>2,977.75</b>                |
| 05240 EVANS TITLE COMPANIES INC    | 925-650111904               | 31100            | 53            | 09-102-218 | 380.00              | 226 MAIN ST                    |
|                                    |                             | 31100            | 53            | 09-102-218 | -380.00             | VOID CK #16147/PAID AT CLOSING |
|                                    | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016880</b> |            | <b>Check Total:</b> | <b>0.00</b>                    |
| 06010 FABCO EQUIPMENT INC          | C213775                     | 31731            | 54            | 10-149-383 | 558.24              | PADS/SHIMS/SEAL KIT            |
|                                    |                             |                  |               |            |                     |                                |
|                                    | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016881</b> |            | <b>Check Total:</b> | <b>558.24</b>                  |
| 06065 FAMILY THERAPY & ANXIETY CTR | 050608                      | 31100            | 52            | 08-101-215 | 375.00              | SERVICES PROVIDED/PD           |
|                                    |                             |                  |               |            |                     |                                |
|                                    | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016882</b> |            | <b>Check Total:</b> | <b>375.00</b>                  |
| 07055 GALL'S INC                   | 5937790100018               | 31100            | 52            | 08-101-295 | 114.99              | SWITCH PANEL                   |
|                                    |                             |                  |               |            |                     |                                |
|                                    | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016883</b> |            | <b>Check Total:</b> | <b>114.99</b>                  |
| 07080 GANNETT WISCONSIN NEWSPAPERS | 0003346038                  | 31100            | 51            | 02-104-292 | 151.86              | LEGALS                         |
|                                    | 0003346038                  | 31100            | 51            | 04-101-292 | 1,162.01            | LEGALS                         |
|                                    | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016884</b> |            | <b>Check Total:</b> | <b>1,313.87</b>                |
| 07175 LF GEORGE INC                | IC20761                     | 31731            | 54            | 10-149-383 | 221.56              | PARTS                          |
|                                    |                             |                  |               |            |                     |                                |
|                                    | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016885</b> |            | <b>Check Total:</b> | <b>221.56</b>                  |

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|---|-------------------|------------------|------------------|---------------|---------------------|-----------------------------|
| <b>07580 GUNDERSON UNIFORM &amp; LINEN RENT</b> | 1251666           | 31100            | 51               | 10-115-201    | 15.26               | MOP/MAT/BRUSH               |
|   | 1251666           | 31100            | 53               | 09-212-313    | 3.46                | MOP/MAT/BRUSH               |
|   | 1251666           | 31100            | 55               | 07-202-313    | 3.46                | MOP/MAT/BRUSH               |
| <b>Check Date</b>                               | <b>5/15/2008</b>  | <b>Check Nbr</b> | <b>016886</b>    |               | <b>Check Total:</b> | <b>22.18</b>                |
| <b>08537 HSBC BUSINESS SOLUTIONS</b>            | 050608            | 31100            | 51               | 10-115-310    | 63.97               | TONER                       |
|   | <b>Check Date</b> | <b>5/15/2008</b> | <b>Check Nbr</b> | <b>016887</b> | <b>Check Total:</b> | <b>63.97</b>                |
| <b>09110 INFINITY TECHNOLOGY INC</b>            | 415413            | 31100            | 51               | 04-109-801    | 8,898.78            | STOREVAULT/SOFTWARE LICENSE |
|   | <b>Check Date</b> | <b>5/15/2008</b> | <b>Check Nbr</b> | <b>016888</b> | <b>Check Total:</b> | <b>8,898.78</b>             |
| <b>09270 INTERNATIONAL TRANSLATORS</b>          | LC-2-19509        | 31100            | 53               | 09-102-215    | 35.00               | INTERPRETING SPANISH        |
|   | <b>Check Date</b> | <b>5/15/2008</b> | <b>Check Nbr</b> | <b>016889</b> | <b>Check Total:</b> | <b>35.00</b>                |
| <b>09290 INTERSTATE BATTERY OF GREEN BA</b>     | 161938            | 31731            | 54               | 10-149-383    | 227.85              | BATTERIES/POLICE            |
|   | <b>Check Date</b> | <b>5/15/2008</b> | <b>Check Nbr</b> | <b>016890</b> | <b>Check Total:</b> | <b>227.85</b>               |

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|------------------------|-------------|--------|------|------------|--------|--------------------------------|
| 11155 KITZ & PFEIL INC | 032114-0021 | 31100  | 55   | 07-202-240 | 14.97  | CAULK FOR BARKER SIGN          |
|                        | 032114-0061 | 31100  | 52   | 08-101-240 | 26.98  | ADHESIVE/RANGE FLOORING        |
|                        | 032414-0007 | 31100  | 55   | 07-202-240 | 21.68  | REPAIRS/KOSLO                  |
|                        | 032414-0058 | 31100  | 55   | 07-202-240 | 5.35   | REPAIRS/KOSLO                  |
|                        | 032414-0199 | 31100  | 52   | 08-101-295 | 13.46  | SQUAD EQUIP                    |
|                        | 032509-0007 | 31100  | 55   | 07-202-240 | 9.06   | REPAIR/JEFFERSON               |
|                        | 032514-0090 | 31100  | 51   | 10-115-300 | 5.92   | FOAM MOUNTING TAPE             |
|                        | 032614-0017 | 31100  | 53   | 09-102-240 | 6.29   | MOUSE PAD ARM MODIFIER         |
|                        | 032614-0067 | 31100  | 55   | 07-202-240 | 1.62   | KOSLO SIGN HARDWARE            |
|                        | 032614-0144 | 31100  | 55   | 07-202-243 | 12.92  | REPAIR SMITH BENCHES           |
|                        | 032714-0060 | 31100  | 55   | 07-202-240 | 2.25   | BARKER SIGN HARDWARE           |
|                        | 032714-0131 | 31100  | 55   | 07-202-240 | 2.69   | SAFETY HASP/KOSLO              |
|                        | 032809-0022 | 31100  | 55   | 07-202-315 | 5.39   | DRILL BIT                      |
|                        | 032809-0034 | 31100  | 54   | 10-131-300 | 17.48  | BLADES/DRIVERS                 |
|                        | 032814-0018 | 31100  | 55   | 07-202-240 | 12.38  | REPAIRS/PARK SHOP              |
|                        | 032814-0025 | 31100  | 54   | 10-131-300 | 1.79   | ADHESIVE                       |
|                        | 032814-0092 | 31100  | 55   | 07-202-240 | 24.29  | FIX SIGN/KOSLO                 |
|                        | 032814-0106 | 31100  | 55   | 07-202-240 | 7.20   | KOSLO PARK VENT                |
|                        | 032814-0108 | 31731  | 54   | 10-149-300 | 5.84   | ENTENSION CORD END             |
|                        | 033114-0010 | 31731  | 54   | 10-149-300 | 4.49   | WAREHOUSE BUMPER/I BEAM        |
|                        | 033114-0091 | 31100  | 55   | 07-202-240 | 13.34  | SIGNS/KOSLO                    |
|                        | 033114-0104 | 31201  | 54   | 10-301-300 | 8.99   | LIFT STATION PADLOCK           |
|                        | 033114-0112 | 31201  | 54   | 10-301-300 | 7.64   | LIFT STATION PADLOCK           |
|                        | 040120-0067 | 31100  | 55   | 07-202-240 | 3.60   | KOSLO SIGN HARDWARE            |
|                        | 040114-0032 | 31100  | 55   | 07-202-240 | 0.90   | PEPSI SIGN/KOSLO               |
|                        | 040114-0075 | 31100  | 51   | 10-115-300 | 26.88  | FINISH WASHERS/PICTURES/BOARDS |
|                        | 040114-0100 | 31100  | 55   | 07-202-240 | 9.90   | FIX KOSLO SIGN                 |
|                        | 040214-0009 | 31100  | 55   | 07-202-240 | 14.87  | REPAIR KOSLO SCORERS BOOTH     |
|                        | 040214-0050 | 31100  | 52   | 08-101-240 | 19.33  | ADHESIVE/PD FLOOR              |
|                        | 040214-0074 | 31100  | 55   | 07-202-240 | 8.74   | REPAIRS/KOSLO                  |
|                        | 040214-0093 | 31100  | 55   | 07-202-240 | 2.37   | REPAIRS/KOSLO                  |
|                        | 040314-0073 | 31731  | 54   | 10-149-383 | 1.17   | HARDWARE MISC                  |
|                        | 040414-0044 | 31100  | 51   | 10-115-300 | 1.99   | VIDEO CABINET BACKING          |

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|------------------|-------------|--------|------|------------|--------|------------------------------|
|                  | 040714-0100 | 31731  | 54   | 10-149-383 | 4.12   | CLAMPS                       |
|                  | 040809-0024 | 31100  | 55   | 07-202-300 | 71.05  | FERTILIZER/CABLE TIES/KOSLO  |
|                  | 040814-0076 | 31100  | 52   | 08-101-240 | 2.32   | PD RANGE FLOOR               |
|                  | 040814-0107 | 31100  | 54   | 10-304-300 | 3.16   | RINGS FOR MAPS               |
|                  | 040914-0042 | 31100  | 52   | 08-101-240 | 5.84   | PD RANGE RANGE COVE ADHESIVE |
|                  | 041014-0015 | 31731  | 54   | 10-149-300 | 13.48  | FILTER CARTRIDGES/PARTS      |
|                  | 041014-0057 | 31100  | 55   | 07-202-240 | 16.93  | JEFFERSON PLUMBING REPAIR    |
|                  | 041014-0101 | 31100  | 51   | 10-115-300 | 3.59   | SALT SHED LOCK PLATE PART    |
|                  | 041014-0143 | 31100  | 55   | 07-202-300 | 4.31   | NAVEL JELLY/JEFFERSON        |
|                  | 041114-0054 | 31100  | 51   | 10-115-300 | 6.79   | WRENCH/SNAP KNIFE            |
|                  | 041114-0054 | 31100  | 52   | 08-101-240 | 14.44  | PD RADIO TOWER LEAK REPAIR   |
|                  | 041114-0094 | 31100  | 55   | 07-202-240 | 7.18   | PLUMBING REPAIR/SMITH        |
|                  | 041114-0129 | 31100  | 55   | 07-202-240 | 22.49  | PAINTING/KOSLO               |
|                  | 041114-0156 | 31100  | 55   | 07-202-240 | 3.23   | SPRAY PAINT/JEFFERSON        |
|                  | 041114-0272 | 31201  | 54   | 10-301-300 | 217.55 | LIFT STATION                 |
|                  | 041114-0273 | 31201  | 54   | 10-301-300 | 6.74   | NINTH ST LIFT STATION        |
|                  | 041414-0023 | 31100  | 51   | 10-115-315 | 20.57  | SALT SHED DOOR TOOLS         |
|                  | 041414-0026 | 31100  | 54   | 10-124-300 | 2.96   | SNOW FENCE WIRE              |
|                  | 041414-0039 | 31201  | 54   | 10-301-300 | 20.68  | NINTH ST LIFT STATION        |
|                  | 041414-0093 | 31201  | 54   | 10-301-300 | 7.44   | COUPLINGS                    |
|                  | 041514-0087 | 31100  | 51   | 10-115-300 | 5.78   | REPAIR PARTS                 |
|                  | 041609-0019 | 31100  | 53   | 09-102-240 | 4.68   | HEALTH GENERATOR BULB        |
|                  | 041614-0015 | 31100  | 51   | 10-115-300 | 10.11  | DISINFECTANT                 |
|                  | 041614-0135 | 31100  | 52   | 08-101-240 | 8.24   | LOBBY LIGHT SOCKETS          |
|                  | 041614-0180 | 31207  | 55   | 07-205-240 | 23.20  | WATER HEATER PARTS           |
|                  | 041709-0002 | 31100  | 55   | 07-202-240 | 2.06   | FAUCET REPAIR/SMITH          |
|                  | 041714-0016 | 31207  | 55   | 07-205-240 | -8.54  | RETURN THERMOCOUPLE          |
|                  | 041714-0066 | 31100  | 53   | 09-102-313 | 1.16   | HEALTH HAZARD SIGN           |
|                  | 041714-0145 | 31100  | 52   | 08-101-240 | 10.14  | FAUCET REPLACEMENT SUPPLIES  |
|                  | 041714-0171 | 31100  | 54   | 10-124-300 | 11.69  | MAILBOX/628 12TH             |
|                  | 041814-0017 | 31100  | 55   | 07-202-240 | 12.78  | REPAIR BB HOOPS              |
|                  | 041814-0054 | 31100  | 55   | 07-202-240 | -0.04  | BB COURT MATERIALS & RETURN  |

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|--------------------------------------|-------------|-----------|-----------|------------|--------------|---------------------------|------------------------|
| 11175 LORETTA KJEMHUS                | 033108      | 31100     | 53        | 09-102-331 | 28.99        | MILEAGE                   |                        |
|                                      | Check Date  | 5/15/2008 | Check Nbr | 016897     | Check Total: | 28.99                     |                        |
| 11235 KONE INC                       | 17793263    | 31100     | 51        | 10-115-204 | 218.07       | MAINTENANCE AGREEMENT     |                        |
|                                      | Check Date  | 5/15/2008 | Check Nbr | 016898     | Check Total: | 218.07                    |                        |
| 11365 KUNDINGER FLUID POWER INC      | 5013841     | 31731     | 54        | 10-149-383 | 48.57        | HOSE/PARKRIMP COUP/ELBOW  |                        |
|                                      | Check Date  | 5/15/2008 | Check Nbr | 016899     | Check Total: | 48.57                     |                        |
| 12013 LA CROSSE POLICE DEPARTMENT    | 050708      | 31100     | 52        | 08-101-337 | 175.00       | CANINE LEGAL UPDATE REGIS |                        |
|                                      | Check Date  | 5/15/2008 | Check Nbr | 016900     | Check Total: | 175.00                    |                        |
| 12450 LINCOLN CONTRACTORS SUPPLY INC | 10429770    | 31731     | 54        | 10-149-383 | 47.96        | AIR FILTER STOCK          |                        |
|                                      | Check Date  | 5/15/2008 | Check Nbr | 016901     | Check Total: | 47.96                     |                        |
| 13030 MAGIC CARPET JANITORIAL        | 57          | 31100     | 52        | 05-201-240 | 250.00       | FLOORS/STATION 35         |                        |
|                                      | Check Date  | 5/15/2008 | Check Nbr | 016902     | Check Total: | 250.00                    |                        |
| 13097 MARSHALL & ILSLEY TRUST-MILW   | 5113099     | 31100     | 51        | 02-105-216 | 260.00       | MONTHLY FEE TO 2/29/08    |                        |
|                                      |             | 5114131   | 31100     | 51         | 02-105-216   | 260.00                    | MONTHLY FEE TO 3/31/08 |
|                                      | Check Date  | 5/15/2008 | Check Nbr | 016903     | Check Total: | 520.00                    |                        |
| 13149 MATTHEWS COMMERCIAL TIRE CTR   | 025040      | 31731     | 54        | 10-149-382 | 266.80       | STOCK FOR POLICE          |                        |
|                                      |             | 025054    | 31731     | 54         | 10-149-382   | 45.03                     | FLAT REPAIR            |
|                                      |             | 025121    | 31731     | 54         | 10-149-382   | -17.34                    | ATV TUBE RETURN        |
|                                      | Check Date  | 5/15/2008 | Check Nbr | 016904     | Check Total: | 294.49                    |                        |

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|---|-------------------|------------------|------------------|---------------------|---------------------|-------------------------|
| <b>13360 MENASHA ELECTRIC &amp; WATER UTILI</b> | 003008            | 31201            | 54               | 10-302-250          | 17,473.93           | SEWER CHARGE MARCH 2008 |
|   | 050208            | 31100            | 12               | 04-399-000          | 1,059.19            | FIRE                    |
|   | 050208            | 31100            | 12               | 04-399-000          | 181.93              | FIRE                    |
|   | 050208            | 31100            | 12               | 04-399-000          | 6.61                | TRAFFIC LIGHTS          |
|   | 050208            | 31100            | 52               | 08-101-223          | 1,462.68            | POLICE                  |
|   | 050208            | 31100            | 52               | 08-101-225          | 251.24              | POLICE                  |
|   | 050208            | 31100            | 54               | 10-131-223          | 554.24              | TRAFFIC LIGHTS          |
|   | 050208            | 31100            | 54               | 10-131-225          | 37.86               | TRAFFIC LIGHTS          |
|   | 050208            | 31731            | 54               | 10-149-223          | 1,529.38            | PWF                     |
|   | 050208            | 31731            | 54               | 10-149-225          | 513.56              | PWF                     |
|   | 050208            | 31201            | 54               | 10-301-223          | 37.13               | LIFT STATIONS           |
|   | 050208            | 31266            | 54               | 10-308-223          | 8.48                | RECYCLING               |
|   | 050208            | 31100            | 55               | 06-101-223          | 2,792.17            | LIBRARY                 |
|   | 050208            | 31100            | 55               | 06-101-225          | 448.13              | LIBRARY                 |
|   | 050208            | 31100            | 55               | 07-202-223          | 1,846.69            | PARKS                   |
|   | 050208            | 31100            | 55               | 07-203-223          | 328.37              | SWIM POOL               |
|   | 050208            | 31100            | 55               | 07-203-225          | 344.25              | SWIM POOL               |
|   | 050208            | 31100            | 55               | 10-215-223          | 279.14              | LIFT BRIDGES            |
|   | 050808            | 31100            | 54               | 10-143-223          | 14,232.65           | PUBLIC STREET LIGHTING  |
|   | <b>Check Date</b> | <b>5/15/2008</b> | <b>Check Nbr</b> | <b>016905</b>       | <b>Check Total:</b> | <b>43,387.63</b>        |
| <b>13370 MENASHA EMPLOYEES CREDIT UNION</b>     |                   | 31100            | 21               | 04-299-020          | 1,970.00            |                         |
| <b>Check Date</b>                               | <b>5/15/2008</b>  | <b>Check Nbr</b> | <b>016906</b>    | <b>Check Total:</b> | <b>1,970.00</b>     |                         |
| <b>13375 MENASHA EMPLOYEES LOCAL 1035</b>       |                   | 31100            | 21               | 04-299-031          | 261.00              |                         |
| <b>Check Date</b>                               | <b>5/15/2008</b>  | <b>Check Nbr</b> | <b>016907</b>    | <b>Check Total:</b> | <b>261.00</b>       |                         |
| <b>13435 MENASHA POSTMASTER</b>                 | 050808            | 31100            | 53               | 09-212-311          | 58.00               | POSTAGE JUNE NEWSLETTER |
| <b>Check Date</b>                               | <b>5/15/2008</b>  | <b>Check Nbr</b> | <b>016908</b>    | <b>Check Total:</b> | <b>58.00</b>        |                         |

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| Vendor ID / Name                          | Invoice Nbr                 | CpnyID           | Acct          | Subaccount | Amount              | Invoice Description          |
|---|-----------------------------|------------------|---------------|------------|---------------------|------------------------------|
| <b>13647 JOY MILLER</b>                   | 050208                      | 31100            | 53            | 09-102-331 | 30.35               | MILEAGE                      |
|   | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016909</b> |            | <b>Check Total:</b> | <b>30.35</b>                 |
| <b>13755 MORTON SAFETY</b>                | 283270                      | 31731            | 54            | 10-149-300 | 114.48              | RUBBER GLOVES                |
|   | 284167                      | 31100            | 55            | 07-202-315 | 88.52               | HARD HATS/SAFETY GLOVES/MISC |
|   | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016910</b> |            | <b>Check Total:</b> | <b>203.00</b>                |
| <b>13870 PEGGY MURPHY</b>                 | 033008                      | 31100            | 53            | 09-102-331 | 18.69               | MILEAGE                      |
|   | 033008                      | 31100            | 53            | 09-114-331 | 60.60               | MILEAGE                      |
|   | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016911</b> |            | <b>Check Total:</b> | <b>79.29</b>                 |
| <b>14205 CITY OF NEENAH TREASURER</b>     | 31131                       | 31100            | 52            | 05-201-803 | 12,093.00           | SHARE OF VEHICLE PURCHASE    |
|   | 31131                       | 31100            | 52            | 05-201-805 | 11,427.89           | SHARE OF CAMERA & SCREENS    |
|   | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016912</b> |            | <b>Check Total:</b> | <b>23,520.89</b>             |
| <b>14220 NEENAH-MENASHA SEWERAGE COMM</b> | 2008-073                    | 31201            | 54            | 10-301-211 | 2,818.50            | NRDA/CERCLE LEGAL MATTERS    |
|   | 2008-075                    | 31201            | 54            | 10-301-211 | 499.50              | FOX RIVER CLEARUP LEGAL      |
|   | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016913</b> |            | <b>Check Total:</b> | <b>3,318.00</b>              |

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| Vendor ID / Name           | Invoice Nbr      | CpnyID           | Acct          | Subaccount          | Amount        | Invoice Description        |
|----------------------------|------------------|------------------|---------------|---------------------|---------------|----------------------------|
| <b>15080 OFFICEMAX INC</b> | 646629           | 31100            | 51            | 02-103-310          | 24.02         | OFFICE SUPPLIES/ATTY       |
|                            | 646629           | 31100            | 51            | 02-104-310          | 3.75          | OFFICE SUPPLIES/CLERK      |
|                            | 646629           | 31100            | 51            | 02-105-310          | 23.82         | OFFICE SUPPLIES/PERSONNEL  |
|                            | 646629           | 31100            | 51            | 02-117-310          | 3.75          | OFFICE SUPPLIES/ELECTION   |
|                            | 646629           | 31100            | 51            | 04-101-310          | 8.49          | OFFICE SUPPLIES/CC         |
|                            | 646629           | 31100            | 55            | 04-221-310          | 14.39         | OFFICE SUPPLIES/CIVIC      |
|                            | 681096           | 31100            | 51            | 10-115-310          | 10.80         | 2ND FLOOR COLOR PAPER      |
|                            | 681096           | 31100            | 54            | 10-111-310          | 44.14         | OFFICE SUPPLIES/ENG        |
|                            | 681096           | 31100            | 55            | 07-201-310          | 38.82         | OFFICE SUPPLIES/P&R        |
|                            | 681096           | 31100            | 56            | 03-202-310          | 28.84         | OFFICE SUPPLIES/COM DEV    |
|                            | 241778           | 31100            | 13            | 04-106-000          | 87.54         | HOUSEKEEPING SUPPLIES/ADAM |
|                            | 241778           | 31100            | 55            | 07-201-310          | 17.19         | OFFICE SUPPLIES/PARK       |
|                            | 241778           | 31100            | 56            | 03-202-310          | 17.19         | OFFICE SUPPLIES/COM DEV    |
| <b>Check Date</b>          | <b>5/15/2008</b> | <b>Check Nbr</b> | <b>016914</b> | <b>Check Total:</b> | <b>322.74</b> |                            |

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| Vendor ID / Name                       | Invoice Nbr      | CpnyID           | Acct          | Subaccount          | Amount          | Invoice Description            |
|--|------------------|------------------|---------------|---------------------|-----------------|--------------------------------|
| <b>03405 ONE COMMUNICATIONS</b>        | 050208           | 31100            | 12            | 04-399-000          | 11.87           | BUILD INSPECT                  |
|  | 050208           | 31100            | 12            | 04-399-000          | 422.66          | MENASHA UTILITIES              |
|  | 050208           | 31207            | 12            | 04-399-000          | 14.71           | MARINA                         |
|  | 050208           | 31100            | 51            | 01-102-221          | 11.82           | MAYOR                          |
|  | 050208           | 31100            | 51            | 02-103-221          | 7.37            | ATTORNEY                       |
|  | 050208           | 31100            | 51            | 02-104-221          | 17.60           | CLERK                          |
|  | 050208           | 31100            | 51            | 02-105-221          | 16.96           | PERSONNEL                      |
|  | 050208           | 31100            | 51            | 04-106-221          | 44.24           | FINANCE                        |
|  | 050208           | 31100            | 51            | 04-107-221          | 5.41            | ASSESSOR                       |
|  | 050208           | 31100            | 51            | 04-109-221          | 24.47           | IT                             |
|  | 050208           | 31100            | 51            | 10-115-221          | 63.13           | CITY HALL                      |
|  | 050208           | 31100            | 52            | 05-701-221          | 64.92           | EOC                            |
|  | 050208           | 31100            | 52            | 08-101-221          | 363.35          | POLICE                         |
|  | 050208           | 31100            | 53            | 09-102-221          | 92.37           | HEALTH                         |
|  | 050208           | 31100            | 53            | 09-212-221          | 35.61           | SENIOR                         |
|  | 050208           | 31100            | 54            | 10-111-221          | 60.54           | ENGINEERING                    |
|  | 050208           | 31100            | 54            | 10-131-221          | 5.41            | SIGN                           |
|  | 050208           | 31731            | 54            | 10-149-221          | 46.41           | GARAGE                         |
|  | 050208           | 31100            | 55            | 06-101-221          | 175.63          | LIBRARY                        |
|  | 050208           | 31100            | 55            | 07-201-221          | 22.84           | RECREATION                     |
|  | 050208           | 31100            | 55            | 07-202-221          | 91.81           | PARKS                          |
| 050208                                 | 31100            | 55               | 07-203-221    | 33.88               | POOL            |                                |
| 050208                                 | 31100            | 55               | 10-215-221    | 34.32               | BRIDGE          |                                |
| 050208                                 | 31100            | 56               | 03-202-221    | 29.27               | COM DEV         |                                |
| <b>Check Date</b>                      | <b>5/15/2008</b> | <b>Check Nbr</b> | <b>016875</b> | <b>Check Total:</b> | <b>1,696.60</b> |                                |
| <b>16025 PACKER CITY INTERNATIONAL</b> | 3281080030       | 31731            | 54            | 10-149-383          | 16.82           | AIR FILT/LUBEFILT              |
|  | 3281090028       | 31731            | 54            | 10-149-383          | 27.55           | LIGHT                          |
|  | 3281090036       | 31731            | 54            | 10-149-383          | 111.46          | NOZZLE/FILTERS/LAMP/PLUG/BLADE |
|  | 3281200021       | 31731            | 54            | 10-149-383          | -67.55          | COVER/KIT                      |
| <b>Check Date</b>                      | <b>5/15/2008</b> | <b>Check Nbr</b> | <b>016915</b> | <b>Check Total:</b> | <b>88.28</b>    |                                |

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|--------------------------------------|-----------------------------|-----------------------------|-------------------------|------------|-------------------------------|-------------------------------|
| 16095 PARTS ASSOCIATES INC           | PAI0747945                  | 31731                       | 54                      | 10-149-300 | -87.81                        | FLASHLIGHT BULBS              |
|                                      | PAI0746859                  | 31731                       | 54                      | 10-149-300 | 297.79                        | TUBING/FUSES/PAINT ASSORTMENT |
|                                      | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> 016916     |                         |            | <b>Check Total:</b> 209.98    |                               |
| 16815 PSS-CHICAGO                    | 44116438                    | 31100                       | 53                      | 09-102-300 | 139.90                        | MEDICAL SUPPLIES              |
|                                      |                             | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> 016917 |            | <b>Check Total:</b> 139.90    |                               |
| 18200 REINDERS INC                   | 1196750-00                  | 31731                       | 54                      | 10-149-383 | 112.46                        | BLADES                        |
|                                      |                             | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> 016918 |            | <b>Check Total:</b> 112.46    |                               |
| 18350 RICK'S AUTO GLASS INC          | I100822                     | 31731                       | 54                      | 10-149-294 | 130.00                        | SAFETY GLASS ON LOADER        |
|                                      |                             | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> 016919 |            | <b>Check Total:</b> 130.00    |                               |
| 19025 SAFEGUARD BUSINESS SYSTEMS INC | 024155955                   | 31100                       | 51                      | 04-106-310 | 73.86                         | DEPOSIT TICKETS               |
|                                      |                             | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> 016920 |            | <b>Check Total:</b> 73.86     |                               |
| 19130 DIANE SCHABACH                 | 051208                      | 31207                       | 55                      | 07-205-216 | 11,100.00                     | HARBORMASTER DUTIES           |
|                                      | 051208                      | 31207                       | 55                      | 07-205-240 | 720.09                        | PIER CLEANING SUPPLIES        |
|                                      | 051208                      | 31207                       | 55                      | 07-205-291 | 41.00                         | PRINTING                      |
|                                      | 051208                      | 31207                       | 55                      | 07-205-300 | 16.53                         | OFFICE SUPPLIES               |
|                                      | 051208                      | 31207                       | 55                      | 07-205-300 | 7.08                          | OFFICE SUPPLIES               |
|                                      | 051208                      | 31207                       | 55                      | 07-205-300 | 17.05                         | SUPPLIES                      |
|                                      | 051208                      | 31207                       | 55                      | 07-205-311 | 43.71                         | POSTAGE                       |
|                                      |                             | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> 016921 |            | <b>Check Total:</b> 11,945.46 |                               |
| 19230 SCHROTH WHOLESALE SUPPLY CO    | 249538                      | 31100                       | 55                      | 07-202-300 | 36.70                         | PLANTS                        |
|                                      |                             | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> 016922 |            | <b>Check Total:</b> 36.70     |                               |
| 19285 SECURITY FENCE & SUPPLY CO INC | 2008-16650-IN               | 31100                       | 54                      | 10-131-300 | 990.99                        | FENCING                       |
|                                      |                             | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> 016923 |            | <b>Check Total:</b> 990.99    |                               |

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|--------------------------------------|-----------------------------|------------------|---------------|------------|---------------------|-----------------------------|
| 19356 SHERWIN-WILLIAMS CO            | 4166-4                      | 31100            | 54            | 10-131-300 | 4,360.00            | TRAFFIC PAINT               |
|                                      | 4202-7                      | 31100            | 55            | 07-202-300 | 10.22               | PAINT                       |
|                                      | 5156-4                      | 31100            | 55            | 07-202-240 | 126.62              | PAINT/JEFFERSON PARK        |
|                                      | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016924</b> |            | <b>Check Total:</b> | <b>4,496.84</b>             |
| 19725 STREICHERS PROF POLICE EQUIPME | CM223816                    | 31100            | 52            | 08-101-315 | -970.00             | CREDIT/PISTOLS              |
|                                      | I516018                     | 31100            | 52            | 08-101-193 | 114.99              | FLASHLIGHT                  |
|                                      | I516018                     | 31100            | 52            | 08-101-193 | 39.99               | POLO SHIRTS                 |
|                                      | I516018                     | 31100            | 52            | 08-101-193 | 16.99               | SHIPPING                    |
|                                      | I516018                     | 31100            | 52            | 08-106-300 | 49.99               | RAIN JACKET                 |
|                                      | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016925</b> |            | <b>Check Total:</b> | <b>-748.04</b>              |
| 20045 BARB TAYLOR                    | 050208                      | 31100            | 53            | 09-212-311 | 18.69               | MILEAGE                     |
|                                      | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016926</b> |            | <b>Check Total:</b> | <b>18.69</b>                |
| 20145 THEDACARE                      | 9838156                     | 31100            | 52            | 08-101-215 | 220.80              | VENIPUNCTURE                |
|                                      | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016927</b> |            | <b>Check Total:</b> | <b>220.80</b>               |
| 21045 UNIFIRST CORPORATION           | 0970031151                  | 31731            | 54            | 10-149-201 | 80.58               | MAT/MOP/CLOTHING PROTECTION |
|                                      | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016928</b> |            | <b>Check Total:</b> | <b>80.58</b>                |
| 21200 UR WASHINSTUFF INC             | 10007                       | 31100            | 52            | 08-101-295 | 131.33              | 23 CAR WASHES               |
|                                      | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016929</b> |            | <b>Check Total:</b> | <b>131.33</b>               |
| 21226 US OIL CO INC                  | 713868                      | 31100            | 13            | 04-103-000 | 3.00                | FEDERAL LUST TAX            |
|                                      | 713870                      | 31100            | 13            | 04-103-000 | 4.80                | FEDERAL LUST TAX            |
|                                      | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016930</b> |            | <b>Check Total:</b> | <b>7.80</b>                 |
| 22070 VALLEY GRINDING SERVICE & SUPP | 98574                       | 31731            | 54            | 10-149-242 | 217.50              | BLADES/KNIFES               |
|                                      | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016931</b> |            | <b>Check Total:</b> | <b>217.50</b>               |

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| Vendor ID / Name                            | Invoice Nbr                 | CpnyID                  | Acct | Subaccount | Amount                        | Invoice Description      |
|---|-----------------------------|-------------------------|------|------------|-------------------------------|--------------------------|
| <b>22340 JAMES VERKUILEN</b>                | 050808                      | 31100                   | 52   | 08-101-338 | 32.35                         | TRAINING MEALS           |
|   | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> 016932 |      |            | <b>Check Total:</b> 32.35     |                          |
| <b>22430 VISION INSURANCE PLAN OF AMERI</b> | 60004                       | 31100                   | 21   | 04-619-005 | 1,093.40                      | EMPLOYEES                |
|   | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> 016933 |      |            | <b>Check Total:</b> 1,093.40  |                          |
| <b>23130 WAVERLY SANITARY DISTRICT</b>      | 042808                      | 31100                   | 55   | 07-202-225 | 41.42                         | BARKER FARM PAVILION     |
|   | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> 016934 |      |            | <b>Check Total:</b> 41.42     |                          |
| <b>23152 WE ENERGIES</b>                    | 042908                      | 31100                   | 53   | 09-102-224 | 32.02                         | 316 RACINE ST            |
|   | 042808                      | 31100                   | 55   | 07-202-223 | 8.33                          | NORTH ST                 |
|   | 042808                      | 31100                   | 55   | 07-202-223 | 7.47                          | NORTH ST                 |
|   | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> 016935 |      |            | <b>Check Total:</b> 47.82     |                          |
| <b>23165 WEST PAYMENT CENTER</b>            | 815717975                   | 31100                   | 51   | 02-103-322 | 100.27                        | INFORMATION CHARGES      |
|   | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> 016936 |      |            | <b>Check Total:</b> 100.27    |                          |
| <b>23275 WINNEBAGO COUNTY TREASURER</b>     | LF113330                    | 31100                   | 54   | 10-123-250 | 4,028.69                      | LANDFILL FACILITY        |
|   | LF113330                    | 31100                   | 54   | 10-304-250 | 8,582.02                      | LANDFILL FACILITY        |
|   | LF113330                    | 31100                   | 54   | 10-305-216 | 3,130.89                      | LANDFILL FACILITY        |
|   | LF113330                    | 31266                   | 54   | 10-307-216 | 1,749.88                      | LANDFILL FACILITY        |
|   | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> 016937 |      |            | <b>Check Total:</b> 17,491.48 |                          |
| <b>23371 WISCONSIN DEPT OF JUSTICE-TIME</b> | I5519                       | 31100                   | 52   | 08-101-221 | 570.00                        | TIME SYSTEM QTRLY CHARGE |
|   | I5519                       | 31100                   | 52   | 08-101-221 | -570.00                       | CORRECTION/WRONG VENDOR  |
|   | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> 016938 |      |            | <b>Check Total:</b> 0.00      |                          |

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| Vendor ID / Name | Invoice Nbr | CpnyID | Acct | Subaccount | Amount | Invoice Description |
|------------------|-------------|--------|------|------------|--------|---------------------|
|------------------|-------------|--------|------|------------|--------|---------------------|

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|  |                             |                  |               |            |                     |               |
|--|-----------------------------|------------------|---------------|------------|---------------------|---------------|
| <b>23455 WISCONSIN SUPPORT COLLECTIONS</b> |                             | 31100            | 21            | 04-299-015 | 536.31              |               |
|  |                             | 31100            | 21            | 04-299-016 | 138.40              |               |
|  | <b>Check Date</b> 5/15/2008 | <b>Check Nbr</b> | <b>016939</b> |            | <b>Check Total:</b> | <b>674.71</b> |

**Grand Total: 134,174.80**



### STREET USE APPLICATION

Sponsored by: Menasha Marina  
 Responsible Person: DIANE Schabach  
 Address: 1 Center St.  
Menasha  
 Phone: 967-5193 or 853-3432

Street Use Date: 6-14-08  
 Start Time: 4 or 5 pm  
 End Time: 10 pm  
 Number of Units: \_\_\_\_\_

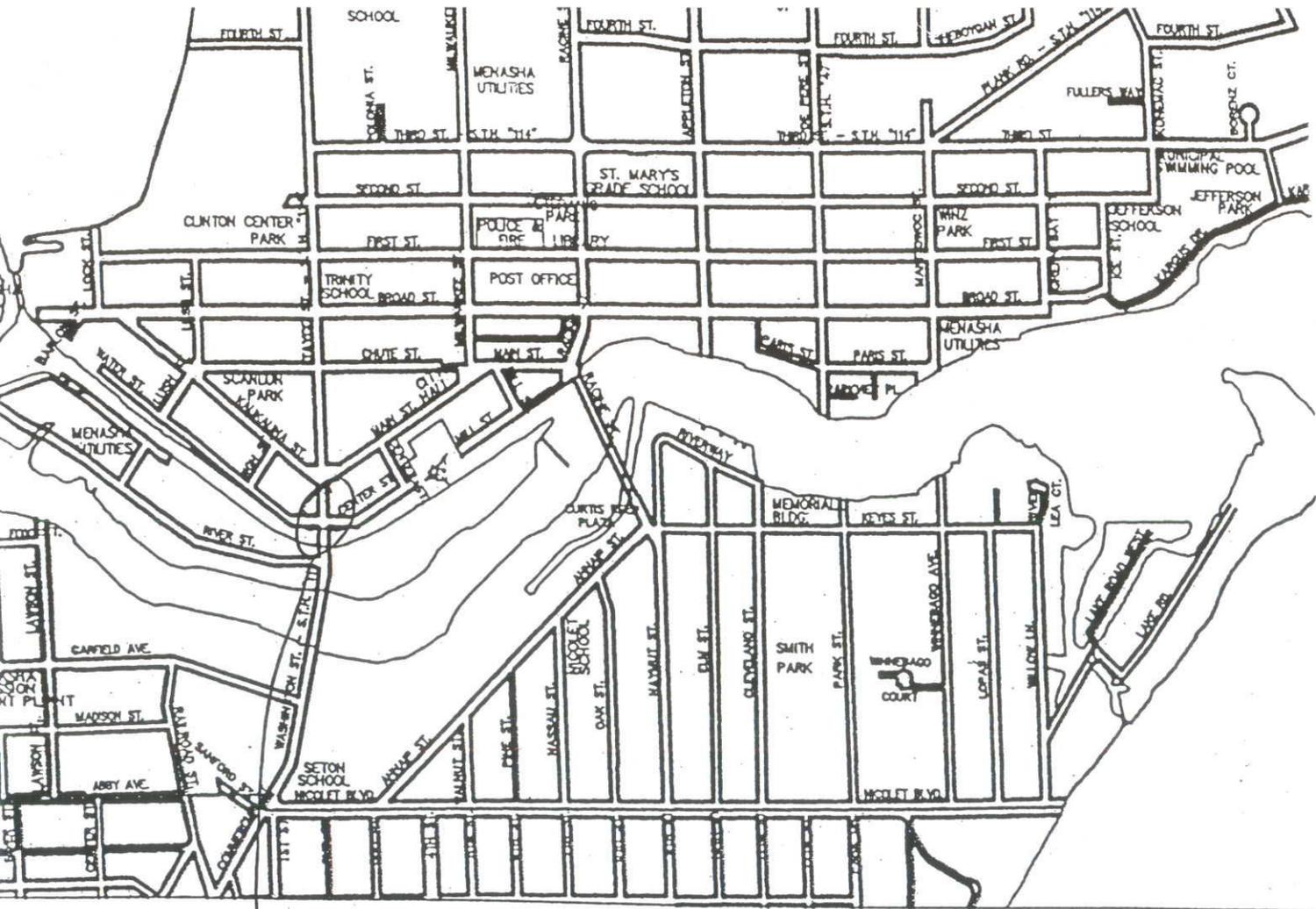
Street Route: (Attach Map) on the corner of South Center Street in  
 Description of Use front of the Marina Office. Shut off the street  
about 100 ft on either side of the street by  
the office  
Steak Fry for boaters + guest - approx 200 people

LIABILITY INSURANCE HAS BEEN SECURED IN THE AMOUNT OF \$ 1,000,000. WITH  
**THE CITY OF MENASHA NAMED AS ADDITIONAL INSURED.**  
 Insurance Company Scott Unland Services - West Bend Policy No. 0110126819  
 (Attached is a copy of the insurance certificate).

DATE: 5-6-08 APPLICANT'S SIGNATURE: Diane Schabach

SCHEDULED COMMON COUNCIL REVIEW DATE: 5/19/08  
 APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

APPROVAL: AS  
 Police Dept. AS Fire Dept. LVW Public Works Dept. MR City Attorney JS3



For:  
Steak Fry and Labor Day Picnic  
2 grills, picnic tables, table + chairs  
to be placed on Centao Street  
in front of Marina Office  
will use barricades to shut off Street.



### STREET USE APPLICATION

Sponsored by: Menasha Manna  
 Responsible Person: Diane Schabach  
 Address: 1 Center St.  
Menasha  
 Phone: 967-5193 or 853-3422

Street Use Date: 8-30-08  
 Start Time: 4 pm  
 End Time: 10 pm  
 Number of Units: \_\_\_\_\_

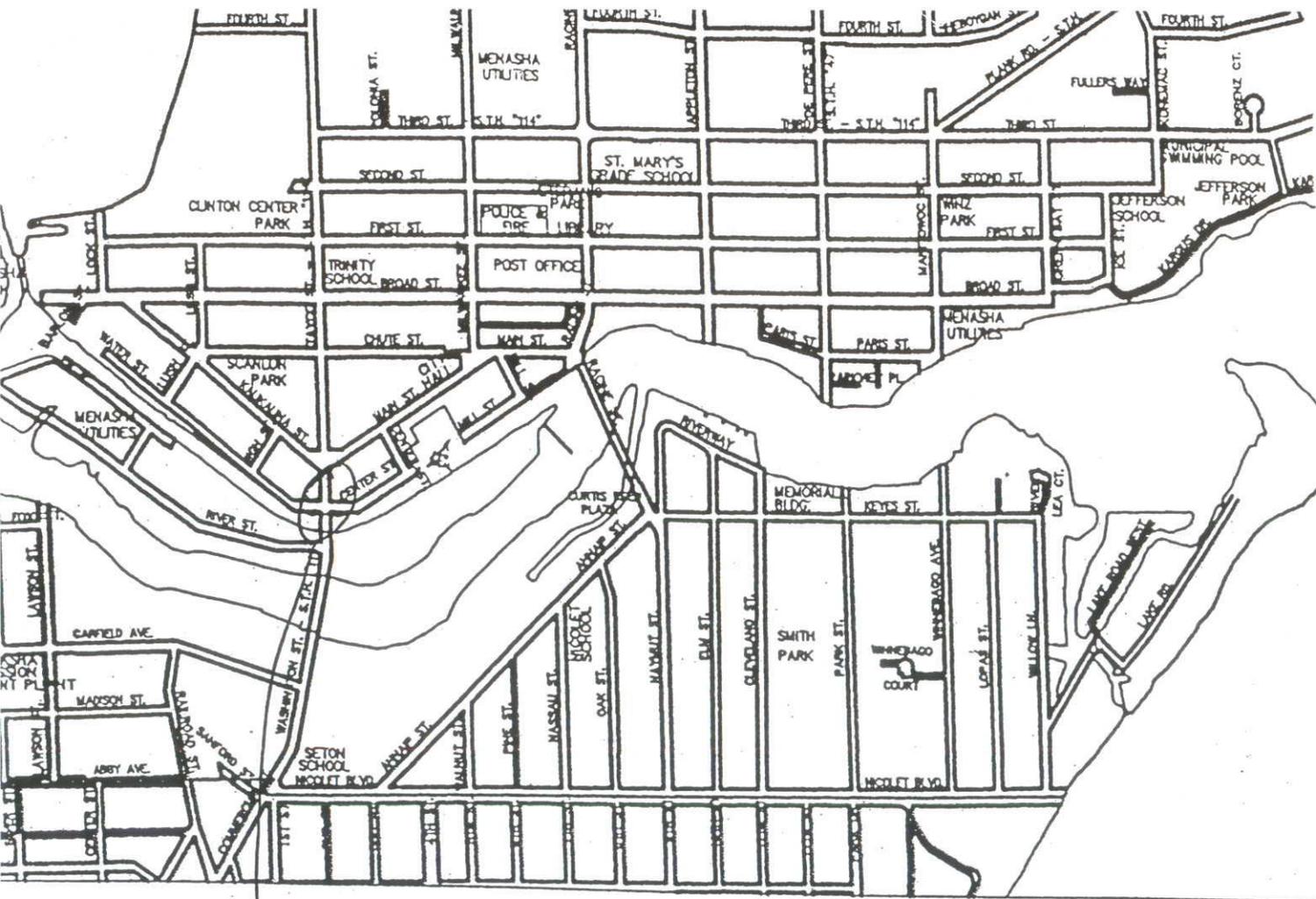
Street Route: (Attach Map) on the corner of the South Center Street in  
 Description of Use front of the Manna office. Shut off the  
street about 100 ft on either side of the  
manna office.  
Labor Day Corn Roast - for boaters + guest - approx 200 people

LIABILITY INSURANCE HAS BEEN SECURED IN THE AMOUNT OF \$ 1,100,000. WITH  
**THE CITY OF MENASHA NAMED AS ADDITIONAL INSURED.**  
 Insurance Company Scott Humland Service West Bend Policy No. 0110126819  
 (Attached is a copy of the insurance certificate).

DATE: 5-6-08 APPLICANT'S SIGNATURE: Diane Schabach

SCHEDULED COMMON COUNCIL REVIEW DATE: 5/19/08  
 APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

APPROVAL: RS Police Dept. LUW Fire Dept. MR Public Works Dept. JSB City Attorney



For  
Steak Fry and Labor Day Picnic  
2 grills, picnic tables, table + chairs  
to be placed on Center Street  
in front of Marina Office  
will use barricades to shut off Street.

MONTHLY STATEMENT OF UNIT PRICE CONTRACT AMOUNT

Request for: Partial Payment No. PR-1450701C-01 Date: May 7, 2008  
(Partial/Final)

Project: Wastewater Collection System Rehabilitation Improvements, Phase 3

Owner: City of Menasha

Contractor: De Groot, Inc. E145-05.11

|  |                     |
|--|---------------------|
| Original Contract Amount as Bid:                                 | \$212,233.57        |
| * (ADD) (DEDUCT) by Revised Quantities:                          | \$0.00              |
| * Amount Added by Change Order:                                  | \$0.00              |
| * Amount Deducted by Change Order:                               | \$0.00              |
| <b>TOTAL CONTRACT THIS DATE:</b>                                 | <b>\$212,233.57</b> |
| Value of Work Completed to Date:                                 | \$184,900.89        |
| Less <u>2.5</u> Per Cent Retainable: OF TOTAL CONTRACT THIS DATE | (\$5,305.84)        |
| Net Total:   | \$179,595.05        |

Project on Schedule:  X  YES   NO  87  % 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: \$179,595.05

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

Owner's Approval for Payment

BY: Taryn S. Nall  
Taryn S. Nall, P.E.  
KAEMPFER & ASSOCIATES, INC.

BY: Mark Radtke  
Mark Radtke, P.E., Dir. of Public Works  
CITY OF MENASHA

\* See Unit Price Contract Spreadsheet

Unit Price Contract  
 E145-07-01C Sanitary Sewer Replacement  
 May 7, 2008

PROJECT: Wastewater Collection System Rehabilitation Improvements Phase 3  
 OWNER: City of Menasha  
 CONTRACTOR: De Groot, Inc.

| ITEM NO.                                  | DESCRIPTION  | UNITS | UNIT PRICE | BID QTY. | BID TOTAL           |       | PREVIOUSLY REQUESTED |       | CURRENT REQUEST     |       | REVISED * QUANTITY  | TOTAL               | ADD (+) DEDUCT (-)  |
|---|--|-------|------------|----------|---------------------|-------|----------------------|-------|---------------------|-------|---------------------|---------------------|---------------------|
|   |  |       |            |          | QTY.                | TOTAL | QTY.                 | TOTAL | QTY.                | TOTAL |                     |                     |                     |
| 1C  | 18-inch PVC sanitary sewer pipeline spot replacement, with granular backfill   | LF    | \$757.50   | 2        | \$1,515.00          |       | \$0.00               | 0     | \$0.00              | 0     | \$0.00              | \$0.00              | -\$1,515.00         |
| 2C  | 10-inch PVC sanitary sewer pipeline spot replacement, with granular backfill   | LF    | \$454.50   | 3        | \$1,363.50          |       | \$0.00               | 15    | \$6,817.50          | 15    | \$6,817.50          | \$6,817.50          | \$5,454.00          |
| 3C  | 8-inch PVC sanitary sewer pipeline spot replacement, with granular backfill  | LF    | \$404.00   | 17       | \$6,868.00          |       | \$0.00               | 22    | \$8,888.00          | 22    | \$8,888.00          | \$8,888.00          | \$2,020.00          |
| 4C  | 8-inch PVC sanitary sewer pipeline replacement, with granular backfill   | LF    | \$56.60    | 2,107    | \$119,256.20        |       | \$0.00               | 2,103 | \$119,029.80        | 2103  | \$119,029.80        | \$119,029.80        | -\$226.40           |
| 5C  | Type 4S manhole up to 8-foot depth including up to 5 feet of interconnecting sewer and connections to existing sanitary sewers | EA    | \$2,322.81 | 5        | \$11,614.05         |       | \$0.00               | 4     | \$9,291.24          | 4     | \$9,291.24          | \$9,291.24          | -\$2,322.81         |
| 6C  | Type 4S manhole greater than 8-foot depth  | VF    | \$101.00   | 14.00    | \$1,414.00          |       | \$0.00               | 13.05 | \$1,318.05          | 13.05 | \$1,318.05          | \$1,318.05          | -\$95.95            |
| 7C  | Type 4L manhole, including up to 5 feet of interconnecting sewer and connections to existing sanitary sewers                   | EA    | \$2,323.00 | 4        | \$9,292.00          |       | \$0.00               | 5     | \$11,615.00         | 5     | \$11,615.00         | \$11,615.00         | \$2,323.00          |
| 8C  | Replacement of cone section  | EA    | \$1,010.00 | 1        | \$1,010.00          |       | \$0.00               | 1     | \$1,010.00          | 1     | \$1,010.00          | \$1,010.00          | \$0.00              |
| 9C  | Connection of 8-inch SL to SS pipeline   | EA    | \$858.50   | 2        | \$1,717.00          |       | \$0.00               | 1     | \$858.50            | 1     | \$858.50            | \$858.50            | -\$858.50           |
| 10C                                       | Connection of 6-inch SL to SS pipeline   | EA    | \$505.00   | 27       | \$13,635.00         |       | \$0.00               | 41    | \$20,705.00         | 41    | \$20,705.00         | \$20,705.00         | \$7,070.00          |
| 11C                                       | Connection of 4-inch SL to SS pipeline   | EA    | \$505.00   | 27       | \$13,635.00         |       | \$0.00               | 3     | \$1,515.00          | 3     | \$1,515.00          | \$1,515.00          | -\$12,120.00        |
| 12C                                       | 8-inch SL replacement  | LF    | \$43.43    | 20       | \$868.60            |       | \$0.00               | 7     | \$304.01            | 7     | \$304.01            | \$304.01            | -\$564.59           |
| 13C                                       | 6-inch SL replacement  | LF    | \$48.65    | 270      | \$13,135.50         |       | \$0.00               | 46.5  | \$2,262.23          | 46.5  | \$2,262.23          | \$2,262.23          | -\$10,873.28        |
| 14C                                       | 4-inch SL replacement  | LF    | \$48.12    | 270      | \$12,992.40         |       | \$0.00               | 0.5   | \$24.06             | 0.5   | \$24.06             | \$24.06             | -\$12,968.34        |
| 15C                                       | Sewer cleaning and televising  | LF    | \$1.26     | 2,107    | \$2,654.82          |       | \$0.00               | 0     | \$0.00              | 0     | \$0.00              | \$0.00              | -\$2,654.82         |
| 16C                                       | Abandon-in-place 36 lineal feet of 21-inch SS  | EA    | \$505.00   | 1        | \$505.00            |       | \$0.00               | 1     | \$505.00            | 1     | \$505.00            | \$505.00            | \$0.00              |
| 17C                                       | Provide concrete pipe plug in Manhole 296  | EA    | \$252.50   | 1        | \$252.50            |       | \$0.00               | 1     | \$252.50            | 1     | \$252.50            | \$252.50            | \$0.00              |
| 18C                                       | Abandon-in-place 185 lineal feet of 8-inch SS  | EA    | \$505.00   | 1        | \$505.00            |       | \$0.00               | 1     | \$505.00            | 1     | \$505.00            | \$505.00            | \$0.00              |
| <b>TOTAL, PART C ITEMS 1C THROUGH 18C</b> |  |       |            |          | <b>\$212,233.57</b> |       | <b>\$0.00</b>        |       | <b>\$184,900.89</b> |       | <b>\$184,900.89</b> | <b>\$184,900.89</b> | <b>-\$27,332.69</b> |

K:\E145\05\11\PR\DEGROOT\PR#1

\*This estimate based on \_\_\_\_ Estimated Quantity \_\_\_\_ X \_\_\_\_ Field Measured Quantity

MONTHLY STATEMENT OF UNIT PRICE CONTRACT AMOUNT

Request for: Partial Payment No. PR-1450701D-02 Date: May 13, 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:     | (\$5,760.00) |
| TOTAL CONTRACT THIS DATE:             | \$306,731.00 |
| Value of Work Completed to Date:      | \$66,820.30  |
| Less <u>5</u> Per Cent Retainable:    | (\$3,341.02) |
| Net Total:                            | \$63,479.28  |

Project on Schedule: X YES \_\_\_\_\_ NO 22 % Complete

Record of Previous Payments:

|   |                    |                |    |       |       |    |       |       |
|---|--------------------|----------------|----|-------|-------|----|-------|-------|
| 1 | <u>\$32,983.37</u> | <u>1/14/08</u> | 6  | _____ | _____ | 11 | _____ | _____ |
| 2 | _____              | _____          | 7  | _____ | _____ | 12 | _____ | _____ |
| 3 | _____              | _____          | 8  | _____ | _____ | 13 | _____ | _____ |
| 4 | _____              | _____          | 9  | _____ | _____ | 14 | _____ | _____ |
| 5 | _____              | _____          | 10 | _____ | _____ | 15 | _____ | _____ |

|                          |             |
|--------------------------|-------------|
| Amount Previously Paid:  | \$32,983.37 |
| AMOUNT DUE THIS REQUEST: | \$30,495.91 |

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

Owner's Approval for Payment

BY: Taryn S. Nall  
Taryn S. Nall, P.E.  
KAEMPFER & ASSOCIATES, INC.

BY: \_\_\_\_\_  
Mark Radtke, P.E., Dir. of Public Works  
CITY OF MENASHA

\* See Unit Price Contract Spreadsheet

Unit Price Contract  
 E145-07-01D Sanitary Manhole Lining  
 May 5, 2008

PROJECT: Wastewater Collection System Rehabilitation Improvements Phase 3  
 OWNER: City of Menasha  
 CONTRACTOR: Infrastructure Technologies, Inc.

| ITEM NO.                                 | DESCRIPTION   | UNITS | UNIT PRICE | BID QTY. | BID TOTAL    | PREVIOUSLY REQUESTED |                    | CURRENT REQUEST |                    | REVISED * QUANTITY | TOTAL              | ADD (+)<br>DEDUCT (-) |
|--|---|-------|------------|----------|--------------|----------------------|--------------------|-----------------|--------------------|--------------------|--------------------|-----------------------|
|  |   |       |            |          |              | QTY.                 | TOTAL              | QTY.            | TOTAL              |                    |                    |                       |
| 1D                                       | Manhole concrete lining   | VF    | \$226.00   | 972      | \$219,672.00 | 101.59               | \$22,959.34        | 112.96          | \$25,528.96        | 214.55             | \$48,488.30        | -\$171,183.70         |
| 2D                                       | Sanitary sewer pipe connection                                  | EA    | \$75.00    | 268      | \$20,100.00  | 28                   | \$2,100.00         | 34              | \$2,550.00         | 62                 | \$4,650.00         | -\$15,450.00          |
| 3D                                       | Manhole flow channel construction to springline                 | EA    | \$367.00   | 72       | \$26,424.00  | 25                   | \$9,175.00         | 6               | \$2,202.00         | 31                 | \$11,377.00        | -\$15,047.00          |
| 4D                                       | Manhole flow channel construction to 1-inch above crown of pipe | EA    | \$580.00   | 39       | \$22,620.00  | 1                    | \$580.00           | 4               | \$2,320.00         | 5                  | \$2,900.00         | -\$19,720.00          |
| 5D                                       | Internal/external manhole chimney seal                          | EA    | \$280.00   | 31       | \$8,680.00   | 1                    | \$280.00           | 0               | \$0.00             | 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     | 2                    | \$100.00           | 7               | \$350.00           | 9                  | \$450.00           | -\$450.00             |
|  | Deduct alternative bid item 1D for lining Manhole 614           | EA    | -\$475.00  | 1        | -\$475.00    | 1                    | -\$475.00          | 0               | \$0.00             | 1                  | -\$475.00          | \$0.00                |
| <b>TOTAL, PART D ITEMS 1D THROUGH 8D</b> |   |       |            |          |              |                      | <b>\$34,719.34</b> |                 | <b>\$32,950.96</b> |                    | <b>\$67,670.30</b> | <b>-\$244,820.70</b>  |

**CHANGE ORDER #CO-1450701D-01**

|   |  |    |          |     |             |   |                    |     |                    |     |                    |                      |
|---|--|----|----------|-----|-------------|---|--------------------|-----|--------------------|-----|--------------------|----------------------|
| 6D  | Urethane chimney seal  | EA | \$210.00 | -26 | -\$5,460.00 | 0 | \$0.00             | 0   | \$0.00             | 0   | \$0.00             | \$5,460.00           |
| 7D  | Butyl and urethane chimney seal  | EA | \$260.00 | -14 | -\$3,640.00 | 0 | \$0.00             | 0   | \$0.00             | 0   | \$0.00             | \$3,640.00           |
| 9D  | Provide temporary concrete pavement restoration in place of permanent concrete restoration at manholes | EA | \$50.00  | -30 | -\$1,500.00 | 0 | \$0.00             | -17 | -\$850.00          | -17 | -\$850.00          | \$650.00             |
| 5D  | Internal/external manhole chimney seal   | EA | \$280.00 | 13  | \$3,640.00  | 0 | \$0.00             | 0   | \$0.00             | 0   | \$0.00             | -\$3,640.00          |
| 8D  | Butyl chimney seal   | EA | \$50.00  | 24  | \$1,200.00  | 0 | \$0.00             | 0   | \$0.00             | 0   | \$0.00             | -\$1,200.00          |
| <b>TOTAL CHANGE ORDER #CO-1450701D-01</b> |  |    |          |     |             |   | <b>\$0.00</b>      |     | <b>-\$850.00</b>   |     | <b>-\$850.00</b>   | <b>\$4,910.00</b>    |
| <b>TOTAL CONTRACT AMOUNT TO DATE</b>      |  |    |          |     |             |   | <b>\$34,719.34</b> |     | <b>\$32,100.96</b> |     | <b>\$66,820.30</b> | <b>-\$239,910.70</b> |

K:\E1450511\PRPR#2



May 15, 2008

Board of Public Works  
City of Menasha  
Menasha, WI 54952

RE: Recommendation to Award – Contract Unit No. 2008-01;  
Badger Highways, Inc.; \$791,241.63

Members of the Board:

Contract Unit No. 2008-01 involves new street construction in Lake Park Heights, Northridge Manor II, and Walker subdivisions as well as street reconstruction of First Street from DePere Street to Ice Street.

Bids were opened for Contract Unit No. 2008-01 on Tuesday, May 13, 2008. Attached is the bid tabulation for the three bids received. The two lowest bids reflect a very competitive bid for this work as only approximately \$6,000 separates the two base bids.

Included in this contract bid proposal are alternate bid items for a Quality Management Program which requires the continuous testing of asphalt pavement materials by the contractor through a certified lab testing company. These alternate bid items add a total of \$5,913.31 to the contract price, but by selecting these alternates, the City reduces some cost by not needing to do its own testing through a testing company and the testing that is done is at a much higher frequency than what we would have done, thus providing a higher assurance for a high quality product.

Also included in this proposal is an alternate bid item for additional pavement pulverizing on streets scheduled for paving by Department of Public Works crews. We normally contract this work out via proposal, but the price represented by the alternate bid is a very significant savings over past proposal prices, so it is my recommendation we accept this alternate bid item as part of this contract.

Based on this information, it is my recommendation Contract Unit No. 2008-01 be awarded to the low bidder, Badger Highways, Inc. in the amount of \$795,137.13, which includes the acceptance of Alternate Bid Items 1A, 2A and 3A.

Sincerely,

Mark Radtke  
Director of Public Works

Attachment

City of Menasha Department of Public Works

**Itemized Bid Tab**  
**City of Menasha Contract Unit No. 2008-01**  
**Street Construction/Reconstruction**

| ITEM | QUANTITY | DESCRIPTION  | Badger Highways Co., Inc. |               | Northeast Asphalt |               | MCC, Inc.  |               |
|------|----------|--|---------------------------|---------------|-------------------|---------------|------------|---------------|
|      |          |  | UNIT PRICE                | ITEM TOTAL    | UNIT PRICE        | ITEM TOTAL    | UNIT PRICE | ITEM TOTAL    |
| 1    | 26,262   | 8" Depth Pavement/Base Pulverize/S.Y.  | \$ 0.53                   | \$ 13,918.86  | \$ 0.38           | \$ 9,979.56   | \$ 0.83    | \$ 21,797.46  |
| 2    | 2,403    | Unclassified Excavation/C.Y. (Lake Park Heights, Morgan Taylor Court, Northridge Manor)                        | \$ 7.61                   | \$ 18,286.83  | \$ 7.65           | \$ 18,382.95  | \$ 11.35   | \$ 27,274.05  |
| 3    | 3,137    | Unclassified Excavation/C.Y. (First Street)  | \$ 7.25                   | \$ 22,743.25  | \$ 6.50           | \$ 20,390.50  | \$ 15.50   | \$ 48,623.50  |
| 4    | 32,781   | Pulverized Street/Base Fine Grading and Compaction/S.Y.  | \$ 0.80                   | \$ 26,224.80  | \$ 0.37           | \$ 12,128.97  | \$ 1.70    | \$ 55,727.70  |
| 5    | 2,840    | Crushed Stone Base Course/Ton (3" Gradation)   | \$ 9.28                   | \$ 26,355.20  | \$ 9.00           | \$ 25,560.00  | \$ 12.68   | \$ 36,011.20  |
| 6    | 100      | Crushed Stone Base Course (3/4" Gradation)/Ton   | \$ 1.00                   | \$ 100.00     | \$ 9.00           | \$ 900.00     | \$ 15.55   | \$ 1,555.00   |
| 7    | 808      | Placement of Salvaged Pulverized Material/C.Y. (First Street)  | \$ 5.83                   | \$ 4,710.64   | \$ 5.60           | \$ 4,524.80   | \$ 6.70    | \$ 5,413.60   |
| 8    | 4,243    | 2-1/4" Thick Asphaltic Concrete Pavement, Type E-1, 19.0 mm/Ton (Exclude Section 460 of WisDOT SSHSC)          | \$ 42.55                  | \$ 180,539.65 | \$ 42.30          | \$ 179,478.90 | \$ 50.65   | \$ 214,907.95 |
| 9    | 3,373    | 1-3/4" Thick Asphaltic Concrete Pavement, Type E-1, 12.5 mm/Ton (Exclude Section 460 of WisDOT SSHSC)          | \$ 46.61                  | \$ 157,215.53 | \$ 46.95          | \$ 158,362.35 | \$ 55.45   | \$ 187,032.85 |
| 10   | 16,265   | 30" Concrete Curb & Gutter/L.F. (Lake Park Heights, Morgan Taylor Court, Northridge Manor)                     | \$ 7.42                   | \$ 120,686.30 | \$ 6.90           | \$ 112,228.50 | \$ 6.90    | \$ 112,228.50 |
| 11   | 3,865    | 30" Concrete Curb and Gutter/L.F. (First Street)   | \$ 7.30                   | \$ 28,214.50  | \$ 6.90           | \$ 26,668.50  | \$ 6.90    | \$ 26,668.50  |
| 12   | 534      | Asphalt Pavement Full Depth Sawcut/L.F.  | \$ 1.50                   | \$ 801.00     | \$ 0.95           | \$ 507.30     | \$ 1.90    | \$ 1,014.60   |
| 13   | 281      | Gravel Driveway/Ton (Variable Thickness)   | \$ 5.40                   | \$ 1,517.40   | \$ 13.00          | \$ 3,653.00   | \$ 32.00   | \$ 8,992.00   |
| 14   | 13,691   | 3" Asphalt Driveway - Remove and Replace/S.F.  | \$ 1.95                   | \$ 26,697.45  | \$ 1.75           | \$ 23,959.25  | \$ 2.75    | \$ 37,650.25  |
| 15   | 417      | 4" Concrete Walk - Remove and Replace/S.F.   | \$ 3.15                   | \$ 1,313.55   | \$ 3.00           | \$ 1,251.00   | \$ 3.50    | \$ 1,459.50   |
| 16   | 367      | 4" Concrete Handicap Ramp - Remove and Replace/S.F. (Detectable warning field plates to be supplied by others) | \$ 3.15                   | \$ 1,156.05   | \$ 3.00           | \$ 1,101.00   | \$ 3.50    | \$ 1,284.50   |
| 17   | 6,551    | 6" Concrete Walk/Driveway - Remove and Replace/S.F.  | \$ 2.81                   | \$ 18,408.31  | \$ 3.05           | \$ 19,980.55  | \$ 3.55    | \$ 23,256.05  |
| 18   | 5,538    | No. 4 Coated Rebar/Lin. Ft.  | \$ 0.65                   | \$ 3,599.70   | \$ 1.00           | \$ 5,538.00   | \$ 1.00    | \$ 5,538.00   |
| 19   | 122      | Utility Adjustment/each  | \$ 140.00                 | \$ 17,080.00  | \$ 195.00         | \$ 23,790.00  | \$ 260.00  | \$ 31,720.00  |
| 20   | 21       | Water Valve Adjustment/each  | \$ 110.00                 | \$ 2,310.00   | \$ 90.00          | \$ 1,890.00   | \$ 75.00   | \$ 1,575.00   |
| 21   | 28       | Install Internal Manhole Chimney Seal and/or Extension/each  | \$ 65.00                  | \$ 1,820.00   | \$ 120.00         | \$ 3,360.00   | \$ 530.00  | \$ 14,840.00  |

|  |        |  |             |               |             |               |              |               |              |                 |
|--|--------|--|-------------|---------------|-------------|---------------|--------------|---------------|--------------|-----------------|
| 22   | 18.87  | 48" Dia. Storm Manhole/V.F. (Casting supplied by others)   | \$ 250.00   | \$ 4,717.50   | \$ 400.00   | \$ 7,548.00   | \$ 400.00    | \$ 7,548.00   | \$ 400.00    | \$ 7,548.00     |
| 23   | 1,185  | 4" Perforated Under Pavement Drain Pipe/L.F.   | \$ 12.25    | \$ 14,516.25  | \$ 15.00    | \$ 17,775.00  | \$ 15.00     | \$ 17,775.00  | \$ 15.00     | \$ 17,775.00    |
| 24   | 224    | 12" Storm Sewer/L.F.   | \$ 22.00    | \$ 4,928.00   | \$ 35.00    | \$ 7,840.00   | \$ 35.00     | \$ 7,840.00   | \$ 35.00     | \$ 7,840.00     |
| 25   | 34     | 12" Class IV RCP/L.F.  | \$ 28.00    | \$ 952.00     | \$ 40.00    | \$ 1,360.00   | \$ 40.00     | \$ 1,360.00   | \$ 40.00     | \$ 1,360.00     |
| 26   | 9      | 2' x 3' Inlets/each (Castings supplied by others)  | \$ 850.00   | \$ 7,650.00   | \$ 1,200.00 | \$ 10,800.00  | \$ 1,200.00  | \$ 10,800.00  | \$ 1,200.00  | \$ 10,800.00    |
| 27   | 3.4    | Slurry - Storm Sewer Abandonment/C.Y.  | \$ 70.00    | \$ 238.00     | \$ 200.00   | \$ 680.00     | \$ 200.00    | \$ 680.00     | \$ 200.00    | \$ 680.00       |
| 28   | 22,877 | Lawn Restoration/S.Y.  | \$ 3.15     | \$ 72,062.55  | \$ 3.58     | \$ 81,899.66  | \$ 3.25      | \$ 81,899.66  | \$ 3.25      | \$ 81,899.66    |
| 29   | 1      | Pedestrian/ Bicycle Trail Construction (Includes approximately 296 S.Y. of topsoil stripping minimum 4" depth and placement of salvaged pulverized material minimum 6" thickness; approximately 54 CY Unclassified Excavation; Quantities for Trail Asphalt Surface and Restoration are included in above bid items for such) LUMP SUM | \$ 2,565.00 | \$ 2,565.00   | \$ 3,400.00 | \$ 3,400.00   | \$ 2,960.00  | \$ 3,400.00   | \$ 2,960.00  | \$ 2,960.00     |
| 30   | 1      | Construction mobilization/demobilization; traffic control; erosion control; project coordination; all incidental utility and misc. roadway work; and all other project work area restoration and clean-up to an equal and/or better preconstruction condition s required and related to the overall project. LUMP SUM                  | \$ 4,000.00 | \$ 4,000.00   | \$ 6,500.00 | \$ 6,500.00   | \$ 15,300.00 | \$ 6,500.00   | \$ 15,300.00 | \$ 15,300.00    |
|  |        | <b>TOTAL CONTRACT BID (ITEMS 1-31)</b>   |             | \$ 785,328.32 |             | \$ 791,437.79 |              | \$ 791,437.79 |              | \$ 1,003,183.46 |
| 1A   | 11,130 | Additional 8' Depth Pavement/Base Pulverizing/S.Y. (Eighth Street, Pacific Street, Chute Street, Green Bay Street)   | \$ 0.35     | \$ 3,895.50   | \$ 0.38     | \$ 4,229.40   | \$ 2.18      | \$ 4,229.40   | \$ 2.18      | \$ 4,229.40     |
| 2A   | 4,243  | 2-1/4" Thick Asphaltic Concrete Pavement, Type E-1 19.0 mm/Ton (Per Section 460 of WisDOT SSHSC - would replace Bid Item No. 8)  | \$ 43.26    | \$ 183,552.18 | \$ 43.20    | \$ 183,297.60 | \$ 52.45     | \$ 183,297.60 | \$ 52.45     | \$ 222,545.35   |
| 3A   | 3,373  | 1-3/4" Thick Asphaltic Concrete Pavement, Type E-1, 12.5 mm/Ton (Per Section 460 of WisDOT SSHSC - would replace Bid Item No. 8)   | \$ 47.47    | \$ 160,116.31 | \$ 47.85    | \$ 161,398.05 | \$ 57.45     | \$ 161,398.05 | \$ 57.45     | \$ 193,778.85   |
| 4A   | 4,243  | 2-1/4" Thick Asphaltic Concrete Pavement, Type E-1 19.0 mm/Ton (Per Section 460, <b>excluding</b> 460.2.8 of WisDOT SSHSC - would replace Bid Item No. 8)  | \$ 42.55    | \$ 180,539.65 | \$ 42.30    | \$ 179,478.90 | \$ 51.86     | \$ 179,478.90 | \$ 51.86     | \$ 220,041.98   |
| 5A   | 3,373  | 1-3/4" Thick Asphaltic Concrete Pavement, Type E-1, 12.5 mm/Ton (Per Section 460, <b>excluding</b> 460.2.8 of WisDOT SSHSC - would replace Bid Item No. 9)   | \$ 46.61    | \$ 157,215.53 | \$ 46.95    | \$ 158,362.35 | \$ 56.40     | \$ 158,362.35 | \$ 56.40     | \$ 190,237.20   |
| <b>To Be Completed by Owner (City of Menasha)</b>              |        |  |             |               |             |               |              |               |              |                 |
| <b>Total Base Bid (Items 1-7, 10-30) + Alternate Bid Items</b> |        |  | \$          | \$            | \$          | \$            | \$           | \$            | \$           | \$              |



May 15, 2008

Board of Public Works  
City of Menasha  
Menasha, WI 54952

RE: Request for Street Light at Northridge Court/Highridge Drive and North End of Northridge Court

Members of the Board:

This item was held at the last Board of Public Works meeting to investigate the possibility of consolidating street light locations as well as evaluate the need for a street light at the north end of Northridge Court. Attached to this report is a map depicting the locations of existing street lights and proposed locations for new street lights.

It is recommended street lights be located at the intersection of streets if at all possible. An option of locating a light between the two Highridge Drive intersections was brought forward at the previous Board of Public Works meeting due to the close proximity of the two intersections. While these intersections are relatively close, I recommend the placement of a street light at both intersections for safety reasons. Also, to split the difference with the placement of a light between the two intersections would result in the light being located in the middle of either one of the lots between the intersections. Normally, street lights are located at the extension of common side lot lines.

In reviewing the existing street light locations, one can see there is a short distance between the light at the intersection of Highridge Drive and Highridge Terrace and the first light to the south. I recommend the light south of the intersection be relocated to the intersection of Highridge Drive and Northridge Court. I also recommend the placement of an additional street light at the north end of Northridge Court. The estimated cost for Menasha Utilities to relocate and install these lights is \$1,600. In addition, the charge for each light is approximately \$7.25/month for a 100 watt lamp, or \$8.25/month for a 150 watt lamp.

I stand by my previous recommendation to consider waiting to install these lights until the cost for such can be accommodated in the 2009 Budget.

Sincerely,

Mark Radtke  
Director of Public Works

Attachment

IT WORKS FOR MENASHA 05/15/08 (1)





April 30, 2008

Board of Public Works  
City of Menasha  
Menasha, WI 54952

RE: Request for Street Light at Northridge Court/Highridge Drive

Members of the Board:

We have received a request from a resident to add a street light at the intersection of Highridge Drive and Northridge Court. The nearest existing street light is located at the intersection of Highridge Drive and Highridge Terrace, approximately 120 feet east of the proposed location for the requested street light. I believe there should be a street light at every public street intersection in the City for traffic safety reasons.

In my discussions with Menasha Utilities, there would be an installation cost of approximately \$800 to extend power via buried cable and install a pole for the street light. There is no cost to the City for the street light fixture itself; however, there would be a monthly charge of approximately \$7.25/month for a 100 watt lamp and approximately \$8.25/month for a 150 watt lamp.

As you know, we exceeded our 2007 budget for street lighting by a significant amount, due mainly to adding street lights in newly developed areas of Calumet County. It is my recommendation the City authorize the installation of a 100 watt high pressure sodium street light at the intersection of Highridge Drive and Northridge Court, but consider waiting until the cost for such can be accommodated in the 2009 Budget. I further recommend the City identify the 100 watt HPS light fixture as the standard street light for low volume residential streets.

Sincerely,

Mark Radtke  
Director of Public Works

C: Mayor Merkes  
Lonnie Pichler, Menasha Utilities

M:\word\BPW letter re Northridge street light request 4-30-08.doc



May 15, 2008

Board of Public Works  
City of Menasha  
Menasha, WI 54952

RE: Request to Change Lugano/Tana Trail from 8' Wide Asphalt Trail to 5' Wide Concrete Walk

Members of the Board:

The Mayor recently received an email from a resident in Lake Park Heights Subdivision requesting consideration to change a proposed asphalt trail to a concrete walk. The proposed trail links Tana Lane to Lugano Street and is within a twenty foot easement centered along the common side yard lot lines of four properties.

There are several issues to consider regarding this request. Based on recently received bid prices, the cost for installing a 5' wide concrete walk will be approximately \$3,225 more than the cost of the proposed 8' wide asphalt trail. This cost would be distributed among all the subdivision property owners per the assessment schedule (based on street frontage).

There is a distinction made between trails and walks regarding snow removal regulations. Currently the Municipal Code section regarding removal of snow is applied to and enforced only for walks. The removal of snow from trails has not been required although the City has removed snow on some trails if it were deemed cost effective based on frequency of trail use. If this pedestrian way were to be a 5' wide concrete walk, the abutting property owners would be responsible to maintain a minimum four foot clear width through the winter season. If the segment remains as currently proposed, an 8' wide asphalt trail, the City would have the option of plowing it, or not plowing it, based on demand and available resources.

Sincerely,

Mark Radtke  
Director of Public Works

Attachment

<http://www.ci.menasha.wi.us/portal/sizewalks150708.doc>



ORDINANCE O - 5 - 08

AN ORDINANCE RELATING TO OPERATORS' LICENSES

Introduced by Alderman Wisneski

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

SECTION 1: Sec. 7 – 2 – 21(b) is repealed and recreated to read as follows:

An operator's license for retail Class "A" and "B" malt and liquor license premises pursuant to Sec. 125.17, Wis. Stats., may be issued by the Police Department to any person of legal drinking age who has been a citizen of the United States and a resident of this state continuously for no less than ten (10) days, prior to the date of the filing of the application, upon certification of the Menasha Police Department. The Menasha Police Department will run a criminal history check through the Wisconsin Criminal History Records Information database to determine the applicant's prior criminal history. When an applicant in this state has been convicted of a felony and has not been pardoned, such application shall be submitted to the City Attorney by the Police Department for further review.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Donald Merkes, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

Attorney's Note: This ordinance allows the Police Department to access the database of the State and federal government in conducting the background check.



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

Introduced by Alderman Kevin Benner

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

SECTION 1: Section 13-1-12(h)(5) is repealed and recreated as follows:

- (5) Outdoor Lighting Intensity Standards. When outdoor lighting is proposed or required, the following standards in the table on the following page shall apply and the “activities” as described in the table shall be assigned and evaluated by the Menasha Police Department and Community Development Department based on the type of use, the hours of operation and the area in which the use is located.

| Light Use                             | Minimum Horizontal Foot-Candles   | Maximum Horizontal Foot-Candles | Additional Regulations  |
|---------------------------------------|---|---------------------------------|---|
| Parking Lot                           | 0.5   | 5.0                             | (1) Areas used for parking or vehicle storage shall be illuminated in accordance with the requirements for parking lot lighting.<br>(2) Parking lot lighting shall have a Color Rendition Index (CRI) of 50 or higher.  |
| Outdoor display and sales             | -   | 5.0                             | -   |
| Canopies and drive through facilities | 5.0   | 20.0                            | (1) Luminaires mounted on or under canopy ceilings shall be full cutoff, unless indirect lighting is used whereby light is directed upward and then reflected down from the ceiling of the structure. In this case, luminaires must be shielded so that direct illumination is focused exclusively on the ceiling of the structure.<br>(2) Parking lot lights shall not be mounted on the top or sides of a canopy and the sides of a canopy shall not be internally illuminated. Canopy sides may, however, utilize full-cutoff downlighting.<br>(3) Lighting for drive-through facilities must be fully shielded.<br>(4) Canopy and bay lighting shall have a Color Rendition Index (CRI) of 50 or higher |
| Outdoor activity facility             | All outdoor entertainment or recreational/sports facility lighting will be reviewed for compliance with minimum site lighting criteria and light trespass criteria and with |                                 |   |

|  |  |     |   |
|--|--|-----|---|
|  | regard to the intent of these exterior lighting standards to minimize the impact of light trespass and glare on all surrounding properties and public rights-of-way. |     |   |
| High Risk Activity<br>(e.g. bank deposit night drop or ATM)    | 4.0  | 5.0 | Lighting shall have a Color Rendition Index (CRI) of 50 or higher |
| Medium Risk Activity<br>(e.g. convenience store open 24 hours) | 2.0  | 4.0 | Lighting shall have a Color Rendition Index (CRI) of 50 or higher |
| Low Risk Activity<br>(e.g. place of worship, office)           | 0.5  | 2.0 | Lighting shall have a Color Rendition Index (CRI) of 50 or higher |

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Donald Merkes, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

ATTORNEY'S NOTE:

STORMWATER REFERENCE GUIDE  
FOR THE:  
CONSTRUCTION SITE EROSION CONTROL ORDINANCE

DATE:  
May 15, 2008

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## EXECUTIVE SUMMARY

The Menasha Stormwater Reference Guide (Reference Guide) has been created to act as a companion to the Construction Site Erosion Control Ordinance (Ordinance). The Ordinance cites the Reference Guide as the resource for details that were omitted from the Ordinance. Items in the Reference Guide can be changed without the public hearing process as the changes are typically administrative and/or technical and do not affect the Ordinance's intent and requirements. The Reference Guide is organized similar to the Construction Site Erosion Control Ordinance for ease of relating the comments in the Reference Guide to the appropriate sections in the Ordinance.

| <b>Construction Site Erosion Control Ordinance</b> |                                  |                         |                            |                                   |                                  |
|--|----------------------------------|-------------------------|----------------------------|-----------------------------------|----------------------------------|
| <b>Site</b>  | <b>Requirements<sup>a</sup></b>  |                         |                            |                                   |                                  |
|  | <b>Sediment (TSS)</b>            | <b>Prevent Tracking</b> | <b>Perform De-Watering</b> | <b>Protect Storm Drain Inlets</b> | <b>Manage Building Materials</b> |
| <b>Less than 1 Acre</b>                            | No Numeric Standard <sup>b</sup> | Yes                     | Yes                        | Yes                               | Yes                              |
| <b>1 Acre or More</b>                              | 80%                              | Yes                     | Yes                        | Yes                               | Yes                              |

<sup>a</sup> Summary of Section 6-6-7 Performance Standards of the Construction Site Erosion Control Zoning Ordinance. See Ordinance and this Reference Guide for specific requirements, exemptions and prohibitions.

<sup>b</sup> Construction sites regulated by the Wisconsin Department of Commerce are required to achieve a 40% sediment reduction for sites with less than 1 acre of land disturbance. See COMM 60.20(3)(c) and COMM 21.125(3)(c) for specific requirements. The local municipality may also be acting as an agent of the Department of Commerce.

## 6-6-1 AUTHORITY

## 6-6-2 FINDINGS OF FACT

## 6-6-3 PURPOSE

## 6-6-4 APPLICABILITY AND JURISDICTION

- (1) **APPLICABILITY**
- (2) **JURISDICTION**
- (3) **EXCLUSIONS**

The Wisconsin Department of Transportation (WisDOT) has entered into a memorandum of understanding with the Wisconsin Department of Natural Resources that satisfies s. 281.33 (2), Wis. Stats., such that activities directed and supervised by WisDOT are exempt from this Ordinance.

Activities directed and supervised by the local municipality are covered by this Ordinance.

## 6-6-5 DEFINITIONS

## 6-6-6 TECHNICAL STANDARDS

- (1) **DESIGN CRITERIA, STANDARDS AND SPECIFICATIONS**

Below is a list of Technical Standards and Guidance Documents that shall be used to satisfy Performance Standards contained in the ordinance. Technical Standards specify the minimum criteria for a best management practice (BMP). Guidance Documents contain recommendations and additional "how to" guidance. Performance Standards take precedence over Technical Standards and Technical Standards take precedence over Guidance Documents.

(a) **Technical Standards:** The following are applicable Wisconsin Department of Natural Resources (DNR) Conservation Practice Standards or Technical Standards:

- 1050 Land Application of Anionic Polyacrylamide
- 1051 Interim Sediment Controls: Water Application of Polymers
- 1052 Non-Channel Erosion Mat
- 1053 Channel Erosion Mat
- 1054 Vegetative Buffer for Construction Sites
- 1055 Sediment Bale Barrier (Non-Channel)
- 1056 Silt Fence
- 1057 Stone Tracking Pad and Tire Washing
- 1058 Mulching for Construction Sites
- 1059 Seeding for Construction Site Erosion Control
- 1060 Storm Drain Inlet Protection for Construction Sites
- 1061 De-watering

- 1062 Ditch Check (Channel)
- 1063 Sediment Trap
- 1064 Sediment Basin
- 1065 Rip-rap / Stabilized Outlet (pending completion)
- 1066 Construction Site Diversion
- 1067 Temporary Grading Practices for Erosion Control
- 1068 Dust Control on Construction Sites
- 1069 Turbidity Barrier
- 1070 Silt Curtain

These standards may be found on the DNR website at  
<http://dnr.wi.gov/org/water/wm/nps/stormwater/techstds.htm>

- (b) **Local Modifications to Technical Standards:** The following are local requirements which are intended to supplement, clarify, or supersede DNR Technical Standards.
- (c) **Guidance Documents:** The following are the applicable Guidance Documents:
- Guidance for the Establishment of Protective Areas for Wetlands
  - "Construction Site" Definition – "Common Plan of Development"
  - Applicability of NR216 Subchapter III to Mill and Crush Operations
  - Meeting New State Standards: Construction Erosion Control Workshops  
[http://dnr.wi.gov/org/water/wm/nps/stormwater/constr\\_workshops](http://dnr.wi.gov/org/water/wm/nps/stormwater/constr_workshops)
  - Estimating Residue Using the Line Transect Method (UW-Extension A3533).
  - Wisconsin Department of Transportation - Erosion Control Product Acceptability Lists (PAL) for Multi-Modal Applications
  - Wisconsin Department of Transportation - Facilities Development Manual
  - Wisconsin DOT Standard Specifications for Highway and Structure Construction
  - Other National Publications

## (2) OTHER STANDARDS

### 6-6-7 PERFORMANCE STANDARDS

#### (1) RESPONSIBLE PARTY

#### (2) PLAN

#### (3) EROSION AND OTHER POLLUTANT CONTROL REQUIREMENTS

##### (a) TOTAL SUSPENDED SOLIDS

Construction sites with 1 acre or more of land disturbance are required to meet the ordinance's numeric performance standards. All other construction sites are not required to meet these numeric performance standards. BMP design guidance is provided below in Section (b) for sites with less than 1 acre of land disturbance.

##### **Computer Models:**

The Wisconsin Department of Natural Resources (DNR) is working with the EPA, NRCS, and several other states to develop a Windows version of RUSLE2 for

construction site erosion control. Until this software is available for statewide use, BMPs shall be designed using the Technical Standards listed in S.06. The Wisconsin Department of Commerce (COMM) is using the RUSLE2 spreadsheet developed by Dane County until the new RUSLE2 software is available. Use of the spreadsheet is not required by COMM, but is encouraged.

**Design Clarifications:**

**Erosion Control Practices-** Erosion control practices are used to prevent sediment particles from becoming dislodged and suspended in runoff. Erosion control practices include land application of polyacrylamide, mulching, seeding, and erosion mats. Grading practices can be used to supplement these practices.

**Sediment Control Practices-** Sediment control practices are used to remove sediment particles that are suspended in runoff and being transported. Sediment control practices used for sheet flow conditions include vegetative buffers, sediment bale barriers (non-channel), and silt fence. Sediment control practices used for concentrated flow conditions include storm drain inlet protection (< 1 acre), ditch checks (< 1 acre), sediment traps (< 5 acres), sediment basins (< 100 acres), and polymers. Sediment control practices used for lakes, rivers, and streams include turbidity barriers and silt curtains.

**Construction Site Diversions-** Construction site diversions are used to divert clear-water runoff away from disturbed areas. Construction site diversions are also designed to convey sediment-laden runoff from disturbed areas to sediment control practices such as ditch checks, sediment traps, and sediment basins.

**Dust Control Practices-** Dust control practices are used to prevent wind erosion.

**Dewatering-** Dewatering practices are used to remove sediment from ponding surface water or groundwater. A DNR permit is required for pumping 70 gpm or more. The discharge must be sampled in accordance with DNR requirements.

**Non-Erosive Flows-** Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel, as necessary, to provide a non-erosive flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected. Velocity dissipation devices could include erosion mat (channel), rip-rap, drop structures, stilling basins, and other energy dissipation devices.

| Permissible Velocities for Channels                         |   |                         |                     |
|---|---|-------------------------|---------------------|
| Channel Cover   | Slope Range %   | Erosion-resistant soils | Easily eroded soils |
| Bare Soil   | 0-5   | 3-6 fps*                | 1.5-2 fps*          |
|   | Do not use on slopes steeper than 5%, except for side slopes in a combination channel |                         |                     |
| Bermuda Grass   | 0-5   | 8 fps                   | 6 fps               |
|   | 5-10  | 7 fps                   | 5 fps               |
|   | >10   | 6 fps                   | 4 fps               |
| Buffalo grass, Kentucky bluegrass, Smooth brome, blue grama | 0-5   | 7 fps                   | 5 fps               |
|   | 5-10  | 6 fps                   | 4 fps               |
|   | >10   | 5 fps                   | 3 fps               |

|  |   |         |         |
|--|---|---------|---------|
| Grass mixture  | 0-5   | 5 fps   | 4 fps   |
|  | 5-10  | 4 fps   | 3 fps   |
|  | Do not use on slopes steeper than 10%   |         |         |
| Lespedeza sericea, weeping love grass<br>Ischaemum (yellow bluestem), kudzu, alfalfa, crabgrass                                | 0-5   | 3.5 fps | 2.5 fps |
|  | Do not use on slopes steeper than 5%, except for side slopes in a combination channel |         |         |
| Annuals – used on mild slopes or as temporary protection until permanent covers are established, common lespedeza, Sudan grass | 0-5   | 3.5 fps | 2.5 fps |
|  | Use on slopes steeper than 5% is not recommended                                      |         |         |

\* Permissible velocities dependant on specific soil properties.

Materials- No sediment or solid materials, including building materials, may be discharged in violation of the following federal, state, and local regulations:

- Navigation, Dams, & Bridges (Chapter 30 and 31, Stats.)
- Wetland Water Quality Standards (NR 103)
- Wetlands (US Army Corps of Engineers Section 404 regulations)
- Shoreland Management (NR 115, NR 117, & local regulations)
- Floodplain Management (NR 116 & local regulations).

Wetland Delineations- Wetland delineations shall be performed by a professional soil scientist, professional hydrologist, or other qualified individual approved by the administering authority. The individual performing the delineation shall classify the wetland as a less susceptible wetland, highly susceptible wetland, exceptional resource water, or outstanding resource water.

Protective Areas- Protective areas may be disturbed as part of a construction project, if necessary. Disturbed areas must be stabilized from erosion and restored with a self-sustaining vegetation. Best Management Practices (ponds, swales, etc.) may be located in protective areas.

Type of Vegetation- It is recommended that seeding of non-aggressive vegetative cover be used in the protective areas. Vegetation that is flood and drought tolerant and can provide long-term bank stability because of an extensive root system is preferable. Vegetative cover can be measured using the line transect method described in the University of Wisconsin Extension publication number A3533, titled "Estimating Residue Using the Line Transect Method".

Adjacent Property Owners- If a stream or channel is permanently placed or relocated along a property line, an easement is required from any property owners impacted by the protective area's new location. Also, if a stormwater facility or structure is proposed within an onsite stream or channel, 100-year flood elevations shall be evaluated to determine if offsite property owners are impacted by backwater or a flood elevation increase. An easement or letter of permission is required from any property owners impacted by backwater. Proposed changes to a stream, wetland, or channel should be identified in the application materials.

Changes to a navigable stream, wetland or other waters of the state will require permits from the DNR, Army Corps of Engineers, and local municipality.

Agricultural Activity Areas- Agricultural Activity Areas (i.e. farm fields and other cropland areas) are exempt from the ordinance.

**(b) SITES WITH LESS THAN 1 ACRE OF LAND DISTURBANCE**

Pursuant to S.07(5) of the ordinance, the municipality may establish erosion control requirements more stringent than those set forth in this section if the municipality determines that an added level of protection is needed. Discharge of sediment off-site is prohibited.

**Design Clarifications:**

For a construction site with less than 1 acre of land disturbance, the applicant shall install best management practices to prevent or reduce all of the following:

1. Tracking of sediment onto streets by vehicles.
2. Discharge of sediment into stormwater inlets.
3. Discharge of sediment into abutting waters of the state.
4. Discharge of sediment to drainage ways.
5. Discharge of sediment by de-watering activities.
6. Discharge of sediment from soil stockpiles existing for more than 7 days.
7. Discharge of sediment off-site.

In addition, the applicant will properly use, store and dispose of building materials, chemicals, cement, concrete truck washout, litter, sanitary waste, and other compounds and materials used on the construction site.

Construction sites also regulated by the Wisconsin Department of Commerce are required to achieve a 40% sediment reduction for sites with less than 1 acre of land disturbance. See COMM 60.20(3)(c) and COMM 21.125(3)(c) for specific requirements.

**(4) LOCATION**

While regional treatment facilities are appropriate for control of post-construction pollutants, they should not be used for construction site sediment removal.

**(5) ALTERNATE REQUIREMENTS**

**6-6-8 PERMITTING REQUIREMENTS, PROCEDURES AND FEES**

**(1) PERMIT REQUIRED**

**(2) PERMIT APPLICATION AND FEES**

**(3) REVIEW AND APPROVAL OF PERMIT APPLICATION**

Meetings between the permit applicant, designer, and plan reviewer are encouraged during the pre-design, design, and plan review process. The meetings are used to

educate each other about regulatory requirements, environmentally sensitive areas, and design challenges. The number of meetings held is typically commensurate with the size and complexity of the project. Meetings can be face-to-face or via telephone.

A pre-construction conference is encouraged before the start of all construction projects. For sites with 1 acre or more of land disturbance, a pre-construction conference is required. The permit applicant, designer, plan reviewer, contractor, and inspector are encouraged to attend. The purpose of the meeting is to exchange contact information, review the Erosion & Sediment Control Plan, and identify individuals responsible for permit compliance, plan amendments, and weekly inspection reports.

**(4) SURETY BOND**

Construction sites with 1 acre or more of land disturbance are required to deposit a financial guarantee in the form of a cash escrow deposit with the City, or a letter of credit for the benefit of the City and in the name of the City. The financial guarantee includes the cost associated with erosion and sediment control BMPs, site inspections, project administration, and contingencies.

Construction sites with less than 1 acre of land disturbance are not typically required to have a financial guarantee.

Portions of the financial guarantee may be released as the construction project progresses. The last portion of the financial guarantee is not released until the municipal inspector performs a final inspection and the permit applicant pays final inspection fees.

**(5) PERMIT REQUIREMENTS**

The permit applicant is required to post the "Certificate of Permit Coverage" in a conspicuous place at the construction site.

**(6) PERMIT CONDITIONS**

**(7) PERMIT DURATION**

**(8) MAINTENANCE**

**(9) ALTERNATE REQUIREMENTS**

**6-6-9 EROSION AND SEDIMENT CONTROL PLAN, STATEMENT AND AMENDMENTS**

**(1) EROSION AND SEDIMENT CONTROL PLAN REQUIREMENTS**

The erosion and sediment control plan for construction sites with 1 acre or more of land disturbance shall contain, at a minimum, the following information:

- (a) The name, contact person, title, mailing address, e-mail address, telephone number, and fax number of the following individuals or organizations: permit applicant, landowner, consultant or plan preparer, and contractor (if known).
- (b) Anticipated project start date and projected project end date.
- (c) Description of the construction site and the nature of the land disturbing construction activity, including representation of the limits of land disturbance on a map no smaller than a scale of 1:100.
- (d) Description of the intended sequence of major land disturbing construction activities for major portions of the construction site, including clearing; stripping

- topsoil; rough grading; installation of erosion and sediment controls; construction of utilities, streets, and buildings; finish grading; and permanent stabilization.
- (e) Estimates of the total area of the construction site and the total area of the construction site that is expected to be disturbed by land disturbing activities.
  - (f) Available data describing the surface soil as well as sub-soils, including representation of the limits of land disturbance on a NRCS soils map.
  - (g) Wherever permanent infiltration devices will be employed or were evaluated, the depth to the nearest seasonal high groundwater elevation or top of bedrock shall be identified.
  - (h) If applicable, name of the immediate named receiving water from the United States Geological Service 7.5 minute series topographic maps.
  - (i) Calculations to show the expected percent reduction in the average annual sediment load carried in runoff as compared to no sediment or erosion controls (calculations may not be feasible until RUSLE2 is completed).

The erosion and sediment control plan for construction sites with 1 acre or more of land disturbance shall include a site map. The site map shall include the following items and shall be at a scale not greater than 100 feet per inch and at a contour interval not to exceed two feet:

- (a) Existing topography, vegetative cover, impervious surfaces, natural and engineered drainage systems, roads, surface waters, and 100-year floodplains.
- (b) Boundaries of the construction site.
- (c) Drainage patterns and approximate slopes anticipated after grading activities.
- (d) Areas of soil disturbance, including soil stockpile locations.
- (e) Location of major structural and non-structural controls identified in the erosion and sediment control plan, including standard detail drawings and specifications where appropriate.
- (f) Location of areas where stabilization practices will be employed.
- (g) Areas that will be vegetated following land disturbing construction activities.
- (h) Area and location of wetland acreage on the construction site and locations where stormwater is discharged to a surface water or wetland within one-quarter mile downstream of the construction site.
- (i) Areas used for infiltration of post-construction stormwater runoff.
- (j) An alphanumeric or equivalent grid overlying the entire construction site.

The erosion and sediment control plan for construction sites with 1 acre or more of land disturbance shall include a description of appropriate erosion and sediment control best management practices that will be installed and maintained at the construction site to prevent pollutants from reaching waters of the state. The erosion and sediment control plan shall clearly describe the appropriate erosion and sediment control best management practices for each major land disturbing construction activity and the timing during the period of land disturbing construction activity that the erosion and sediment control best management practices will be implemented. The description of erosion controls shall include, when appropriate, the following minimum requirements:

- (a) Description of any interim and permanent stabilization practices, including a schedule for implementing the practices. The erosion and sediment control plan shall ensure that existing vegetation is preserved where attainable and that disturbed portions of the construction site are stabilized.
- (b) Description of any structural practices to divert flow away from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from the construction site. Unless otherwise specifically approved in writing by the local municipality, structural measures shall be installed on upland soils.
- (c) Management of overland flow at all areas of the construction site, unless otherwise controlled by outfall controls.

- (d) Trapping of sediment in channelized flow.
- (e) Staging land disturbing activities to limit exposed soil areas subject to erosion. Soil stockpiles exposed for more than 7 days shall be stabilized.
- (f) Protection of downslope drainage inlets where they occur.
- (g) Minimization of tracking at all vehicle and equipment entry and exit locations of the construction site.
- (h) Clean up of off-site sediment deposits by the end of each work day.
- (i) Proper disposal of building and waste material.
- (j) Stabilization of drainage ways.
- (k) Installation of permanent stabilization as soon as possible after final grading.
- (l) Minimization of dust to the maximum extent practicable.

**(2) EROSION AND SEDIMENT CONTROL PLAN STATEMENT**

For construction sites with 1 acre or more of land disturbance, prepare a narrative describing the following: site location, total site area and disturbed area, purpose of project, drainage system and outfalls, drainage area for each outfall, stream and wetland locations, topsoil and subsoils, depth to groundwater and bedrock, erosion and sediment controls, sequence of construction, BMP inspection and maintenance responsibilities, weekly inspection reports, and plan amendments.

The erosion and sediment control plan statement shall require the following: (a) erosion and sediment control practices be repaired or replaced within 24 hours of an inspection; and (b) when the failure of erosion or sediment control practices results in an immediate threat of sediment entering waters of the state or an offsite drainage system, procedures shall be implemented immediately to repair or replace the practices.

**(3) AMENDMENTS**

**(4) ALTERNATE REQUIREMENTS**

**6-6-10 FEE SCHEDULE**

**6-6-11 INSPECTION**

**6-6-12 ENFORCEMENT**

**6-6-13 APPEALS**

**(1) BOARD OF APPEALS OR ADJUSTMENT**

**(2) WHO MAY APPEAL**

**6-6-14 SEVERABILITY**

**6-6-15 EFFECTIVE DATE**

ORDINANCE O – 8 – 08

AN ORDINANCE RELATING TO OUTDOOR FOOD AND ALCOHOLIC BEVERAGE SERVICE

Introduced by Alderman Hendricks

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

SECTION 1: Sec. 7 – 2 – 17 is repealed and recreated to read as follows:

**SEC. 7-2-17 ~~BEER GARDEN~~ OUTDOOR FOOD AND ALCOHOLIC BEVERAGE PERMITS REQUIRED FOR OUTDOOR CONSUMPTION AT CLASS "B" PREMISES.**

- (a) **REQUIRED FOR OUTDOOR CONSUMPTION.** No licensee shall permit the consumption of alcohol beverages on any part of the licensed premises not enclosed within the building, except under permit granted by the Common Council. The permits are a privilege in which no rights vest and, therefore, may be revoked by the Common Council at its pleasure at any time ~~and or shall otherwise expire on June 30~~ *are valid from May 1 to October 31* of each year. No person shall consume or have in his or her possession alcoholic beverages on any unenclosed part of a licensed premise which is not described in a valid ~~Beer Garden Outdoor Food and Alcoholic Beverage~~ permit.
- (b) **LIMITATIONS ON ISSUANCE OF ~~BEER GARDEN~~ OUTDOOR FOOD AND ALCOHOLIC BEVERAGE PERMITS.** No permit shall be issued for *Outdoor Food and Alcoholic Beverage service* if any part of the *outdoor seating area* ~~Beer Garden~~ is within one hundred (100) feet of a the property line ~~of a~~ *of improved property with a structure used exclusively for residential purposes, except residential uses located in the same structure as the licensed premises.* No *Food and Outdoor Alcoholic Beverage* permit shall be issued for an ~~Beer Garden~~ if the *outdoor seating* ~~Beer Garden~~ area is greater than fifty percent (50%) of the gross floor area of the ~~adjoining~~ licensed premises enclosed within the building. Each applicant for an *Outdoor Food and Alcoholic Beverage* ~~Beer Garden~~ permit shall accurately describe the area intended for use as an *outdoor seating area* ~~Beer Garden~~ and shall indicate the nature of fencing or other measures intended to provide control over the operation of the *outdoor seating area* ~~Beer Garden~~. Every *outdoor seating area* ~~Beer Garden~~ shall be completely enclosed with a fence or wall not less than ~~six (6) feet~~ *forty-two (42) inches* in height *measured from the hard surface on which the outdoor seating area is constructed.* ~~No amplified sound or music is permitted outside the enclosed (building) premises.~~ Amplified sound or music is ~~not~~ permitted in the *outdoor seating area provided such music may not be audible at the property line or nearest public street.* ~~Beer Garden.~~ ~~There shall be~~ A licensed operator shall have control over the *outdoor seating area* ~~with the Beer Garden~~ at all times the *outdoor seating area* ~~Beer Garden~~ is in operation.

- (c) **TIME OF OPERATION.** *The outdoor seating area may only be open from ten a.m. until ten p.m. No one may be in the outdoor seating area beyond those hours unless they are employees of the licensed premise and are actually involved in the process of clean-up, maintenance or repair. The shift commander of the Police Department has the authority to order any outdoor seating area to be closed down at any time the Shift Commander believes it is in violation of this ordinance.*
- (d) **ADJOINING PROPERTY OWNERS TO BE NOTIFIED OF PENDING OF APPLICATIONS.** All property owners within one hundred fifty (150) feet of the proposed outdoor seating area measured from property line to property line ~~Beer Garden~~ shall be notified of the pendency of application for a ~~Beer Garden~~ permit by first class mail.
- (e) **STATE STATUTES ENFORCED WITHIN *OUTDOOR SEATING AREA BEER GARDEN*.** Every permittee under this Section shall comply with and enforce all provisions of Ch. 125, Wis. Stats., applicable to Class "B" licensed premises, except insofar as such provisions are clearly inapplicable. Violation of the provisions of Ch. 125, Wis. Stats., shall be grounds for immediate revocation of the ~~Beer Garden~~ *Outdoor Food and Alcoholic Beverage* permit by the ~~Common Council~~ *Administration Committee*.
- (f) **PERMIT REVOCABLE.** *Three violations of this ordinance shall constitute prima facie evidence that the Outdoor Food and Alcoholic Beverage permit shall be revoked. Such revocation shall be preceded by a hearing with the Administration committee whose decision shall be final. There shall be no use of the Outdoor Food and Alcoholic Beverage permit from the time the third violation is alleged to have occurred and the hearing. Each violation shall also carry 40 points pursuant to sec. 7 – 2 – 19(b).*
- (g) **FEE REQUIRED.** *The Common Council shall approve the fee for Outdoor Food and Beverage Service permits.*
- (h) **TEMPORARY EXPANDED PREMISES.**
  - (1) Premises Defined. Consumption means dispensation or sale of fermented malt beverages and intoxicating liquors on licensed premises shall be restricted to the building itself and no fermented malt beverages or intoxicating liquors may be consumed, dispensed or sold outside the building.
  - (2) Permit Issued. Whenever a licensee under this Subsection desires to expand the selling, dispensation of fermented malt beverages or intoxicating liquors on an area adjacent to said building, such as a parking lot, for a special event, it may do so by applying to the Chief of Police. Such permission shall not be unreasonably withheld. Should the Chief of Police withhold such permit, he shall immediately notify the ~~Secretary of the Public Protection Committee~~ *City Clerk*. It is the intention of this Subsection to permit scheduled special events and to prohibit extended use of off-premises sales, dispensation or consumption.

Cross Reference: Section 7-2-4(e)

SECTION 2: Sec. 7 – 2 – 19 (b) is amended by adding:

Violation of Outside Food and Beverage Service - 40 points

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Donald Merkes, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

**R-12-08**

**NATIONAL PUBLIC WORKS WEEK**

**Introduced by Mayor Merkes**

**WHEREAS**, public works services provided in our community are an integral part of our citizens' everyday lives; and

**WHEREAS**, the health, safety and comfort of this community greatly depends on public works facilities and services; and

**WHEREAS**, our quality of life rides on the shoulders of public works programs and employees; and

**WHEREAS**, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

**NOW THEREFORE**, I, Donald Merkes, Mayor of the City of Menasha, do hereby proclaim the week of May 18 – 24, 2008 as “**National Public Works Week**” in the City of Menasha, and I call upon all citizens to acquaint themselves with the contributions public works employees make every day for our health, safety, comfort, and quality of life.

**BE IT FURTHER PROCLAIMED**, that every Friday of Annual National Public Works Week shall be recognized by the City of Menasha as Menasha Public Works Employee Appreciation Day.

Passed and approved this 19<sup>th</sup> day of May, 2008.

\_\_\_\_\_  
Donald Merkes, Mayor

Attest:

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

## Memorandum

To: Common Council  
From: Greg Keil, CDD  
Date: May 14, 2008  
RE: 81/87 Racine Street, 504 Broad Street Site Modifications & Marketing

Alderman Taylor has requested staff to compile cost estimates for various site improvements to the above-referenced properties. The costs are as follows:

### Base Project

|   |              |
|---|--------------|
| • Removal of 4" of existing gravel base:  | \$1,800      |
| • Addition of 4" topsoil                  | 3,082        |
| • Finish grading/seeding/fertilizer/mulch | <u>2,100</u> |
|   | \$6,982      |

### Project Alternates

|   |       |
|---|-------|
| • Remove Trees  | 200   |
| • Remove/Replace Curbing – Racine St. Driveway        | 900   |
| • Remove/ Replace Curbing – Broad St. Driveway        | 1,125 |
| • Remove Telephone Pole *                             | 1,455 |
| • Install Trees Along Street Frontage                 | 1,950 |
| • Install Transitional Area Planting on East Lot Line | 2,115 |
| • Site Marketing = 8 Percent of Sale Price            |       |

The timeline for completing the work depends upon Common Council authorization and the availability of city crews. It is estimated that the work could be completed within 60 days of council authorization.

The transfer of the property to the Redevelopment Authority would require authorization by the Common Council. More particularly, Wisconsin Statutes provide that since the area is not within a designated redevelopment area for which a redevelopment plan has been prepared, the Redevelopment Authority would need to obtain advance approval for the acquisition by a 2/3 vote of the Common Council. The approval would need to be via resolution and contain findings that a comprehensive redevelopment plan is not needed to determine the need for acquisition, the uses of the property after acquisition and the relation of the acquisition to other property redevelopment by the authority.

\* AT&T has agreed to move the telephone pole at its expense. I am working with them to establish a schedule. I have proposed 60 days from the date we release the easement for the Ninth Street boat landing.



CITY OF MENASHA  
TIF # 2 (FUND 06)  
Compiled by: Peggy DeLeeuw  
Updated by: Tom Stoffel

**Council Directives 05/19/2008:**  
B1) Information on TIF # 2:

See below

| TIF value increment  | 1986       | 1987       | 1988      | 1989      | 1990       | 1991       | 1992     | 1993   | 1994   | 1995   | 1996   | 1997   | 1998   | 1999   | 2000   | 2001   | 2002   | 2003   | 2004   | 2005   | 2006   | 2007   | COMBINED TOTAL |           |
|--|------------|------------|-----------|-----------|------------|------------|----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|----------------|-----------|
| \$ - \$ - \$ - \$ 20,450 \$ 86,550 \$ 861,250 \$ 953,950 \$ 959,950 \$ 995,750 \$ 995,750 \$ 1,001,050 \$ 1,144,050 \$ 1,467,650 \$ 1,471,750 \$ 1,572,650 \$ 1,725,750 \$ 1,826,350 \$ 1,965,850 \$ 1,995,950 \$ 2,164,450 \$ 2,327,350 \$ 2,368,750 \$ 2,415,650 |            |            |           |           |            |            |          |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |                |           |
| REVENUES   |            |            |           |           |            |            |          |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |                |           |
| Tax Increments   |            |            |           |           |            |            |          |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |                |           |
| State Aid - Computers  |            |            |           |           |            |            |          |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |                |           |
| Interest on Investments  |            |            |           |           |            |            |          |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |                |           |
| Sale of Property   |            |            | 13,400    |           |            |            |          |        |        | 892    | 755    | 1,190  |        |        |        |        |        |        |        |        |        |        |                | 13,400    |
| Other Financing Sources  |            |            |           |           |            |            |          |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |                | 530,000   |
| TOTAL REVENUES   |            |            | 13,400    | 644       | 2,847      | 31,245     | 32,049   | 33,060 | 33,943 | 33,539 | 35,758 | 41,898 | 39,765 | 42,613 | 46,761 | 49,880 | 54,645 | 53,584 | 57,126 | 60,385 | 60,198 | 61,501 |                | 1,314,841 |
| EXPENDITURES   |            |            |           |           |            |            |          |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |                |           |
| Independent Auditing   |            |            | 301       |           |            |            |          |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |                | 2,127     |
| Parking Lot Development  |            | 345        | 4,869     | 19,623    |            |            |          |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |                | 24,837    |
| Urban Redevelopment  |            |            | 556       |           |            |            |          |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |                | 388,889   |
| Transfer to General Fund   |            |            |           |           |            |            |          |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |                | 121,700   |
| Transfer to Debt Service Fund  |            | 29,182     | 31,644    | 31,644    | 42,378     | 35,185     | 25,662   | 32,662 | 34,162 | 33,600 | 35,750 | 41,900 | 39,775 | 42,615 | 45,510 | 49,880 | 54,645 | 53,585 | 57,125 | 60,385 | 60,200 | 61,500 |                | 777,286   |
| TOTAL EXPENDITURES   |            | 29,527     | 37,370    | 51,264    | 42,378     | 35,185     | 26,228   | 32,662 | 34,162 | 33,600 | 35,750 | 41,900 | 39,775 | 42,615 | 46,770 | 49,880 | 54,645 | 53,585 | 57,125 | 60,385 | 60,200 | 61,500 |                | 1,314,839 |
| Year-End Balance   | \$ 141,667 | \$ 112,140 | \$ 88,170 | \$ 37,550 | \$ (1,981) | \$ (5,921) | \$ (100) | \$ 298 | \$ 79  | \$ 18  | \$ 26  | \$ 24  | \$ 14  | \$ 12  | \$ 3   | \$ 3   | \$ 3   | \$ 2   | \$ 3   | \$ 3   | \$ 1   | \$ 2   |                | \$ -      |

B2) Date of creation of TIF # 2:  
B3) Date of Retirement of TIF # 2:  
B4) Expenditures of TIF # 2:

1987 for TIF # 2  
2013 is statutory date, can be dissolved by Council action now  
See above