

It is expected that a Quorum of the Personnel Committee, Board of Public Works, and Common Council will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA  
ADMINISTRATION COMMITTEE  
Third Floor Council Chambers  
140 Main Street, Menasha  
December 21, 2009  
6:30 PM  
or immediately following Common Council**

**AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
  - 1. Administration Committee, 12/7/09
- D. ACTION ITEMS
  - 1. [Appeal of Denial of Operators License – Stacie Christie](#)
  - 2. [2010 Impound Agreement between City of Menasha and Fox Valley Humane Association](#)
  - 3. [Pitney Bowes Mailing System Rental Agreement](#)
  - 4. [Consideration of Listing Agreements for City owned Commercial Properties at Midway Business Park and Province Terrace.](#)
- E. ADJOURNMENT

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA  
ADMINISTRATION COMMITTEE  
Third Floor Council Chambers  
140 Main Street, Menasha  
December 7, 2009  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Wisneski at 7:50 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Ald. Hendricks, Englebert, Benner, Roush, Taylor, Wisneski, Pack

EXCUSED: Ald. Zelinski

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Stanke DPW Radtke, CDD Keil, C/T Stoffel, PHD Nett, SC Coord. Bull, PWS Jacobson, Kim Pischke and Kris Oates (Core Development), Clerk Galeazzi and the Press.

C. MINUTES TO APPROVE

1. [Administration Committee, 11/16/09](#)

Moved by Ald. Pack, seconded by Ald. Benner to approve minutes.

Motion carried on voice vote.

D. ACTION ITEMS

1. [Poll Worker Appointments for the City of Menasha for the 2010-2011 election years, pursuant to Wis. State Stats. §7.30](#)

Moved by Ald. Pack, seconded by Ald. Englebert to recommend approval to Common Council  
Motion carried on voice vote.

2. [Proposed rental fees for Senior Center \(Recommended by Committee on Aging\).](#)

Senior Center Coordinator Sylvia Bull explained the current rate being charged to rent the Senior Center is lower than other area facilities. The Committee on Aging is recommending charging by the hour rather than the current way of a flat fee. A rental deposit is required.

Discussion ensued on the differences between residents and non-residents rate, and profit and non-profit groups.

Moved by Ald. Pack, seconded by Ald. Taylor to recommend approval to Common Council with changes for non-resident without kitchen up to three hours of \$15/hour and \$10/hour after three hours and to eliminate the profit/non-profit.

Motion carried on voice vote.

3. [Listing Agreement with Core Development for the Lake Park Villas Phase II Lots and Parcels #7-01700-01, 7-01772-00 & 7-01700-02 \(Lot Price List to be received\)](#)

CDD Keil explained the original agreement with John Coughlin has expired and staff discussed with other realtors and developers on listing options for the lots at Lake Park Villas Phase II. Core Development suggested some good options.

Kim Pischke and Kris Oates from Core Development handed out a price list of the lots. They spoke to the Committee on their plans for marketing the lots.

Discussion ensued on clarification of the additional provisions of the listing contract

Moved by Ald. Taylor, seconded by Ald. Pack to recommend approval to Common Council of the listing agreement with Core Development with more clarification of the additional provisions.

Motion carried on voice vote.

4. [O-22-09 – An Ordinance Relating to Polling Places \(Introduced by Ald. Pack\)](#)

Clerk Galeazzi explained with the population growth in District 8 (Calumet County) it is necessary to add an additional polling place. Clovis Grove Elementary School will again be used as a polling place for District 7 & 8 (Winnebago County) voters. Heckrodt Wetland Reserve will remain the polling place for District 8 (Calumet County) voters. Voters from District 7 & 8 (Winnebago County) will be notified after the first of the year of the change.

Moved by Ald. Pack, seconded by Ald. Roush to recommend approval to Common Council  
Motion carried on voice vote.

E. ADJOURNMENT

Moved by Ald. Taylor, seconded by Ald. Benner to adjourn at 8:26 p.m.  
Motion carried on voice vote.

Respectfully submitted by  
Deborah A. Galeazzi, WCMC  
City Clerk

RECEIVED

DEC 02 2009

City of Menasha Administration Committee

CITY OF MENASHA  
BY dg

Attn: City Clerk Deborah Galeazzi

140 Main Street

Menasha, WI 54952

I would like to appeal the police chief's decision to deny my application for an alcohol operators license. The reason given for the denial is two OWI convictions in the last seven years.

While this information is correct, I think it is relevant that December 9<sup>th</sup> 2009 is the seven year anniversary of my first OWI. I am sure that the committee has concerns about repeating this behavior in the future. I would like to offer some further information regarding this issue.

I have gone through quite a bit to put this last OWI charge behind me. Not only have a spent time in jail (a first for me), as well as some time under house arrest, I have also completed everything that has been asked of me in order to be compliant with the judges ruling. I have completed my assessment and the recommendation that I attended the Multiple Offenders Program at Fox Valley Tech, with my follow up session scheduled for 12/12/09, marking its completion. I have obtained an SR22 (and consequently increased insurance rates), as well as had an ignition interlock device installed in my vehicle in order to obtain my occupational drivers license, so I may continue my employment in Oshkosh. My fine is paid in full. After spending over \$4000 (without a lawyer fee), I can attest that this is an experience I never want to go through again. It has taken me some time to get over

the embarrassment and disappointment in myself for making a poor decision, and even longer to rebuild the trust of my loved ones. And while I can say very surely I will never allow myself to be put in a situation which results in an outcome of a DUI arrest, I am sure many who present before you argue the same. I do however have concrete tangible proof, at least in the short term, that this is not a possibility. In accordance with the judges ruling, I have an ignition interlock device in my car for the next 15 months. I would ask the committee for the opportunity to prove my intent.

Stacie Christie

Denied

CITY OF MENASHA  
ALCOHOL OPERATORS LICENSE APPLICATION

Establishment of Employment Sliders Bar & Grill  
SPECIAL EVENT      PROVISIONAL (TEMP)      REGULAR      RENEWAL     

Name CHRISTIE STAWI L  
Last First Middle

Address 1502 1/2 Brighton Beach Rd MENASHA WI 54952  
Street City State/Zip Code

Phone      Social Security     

Height 5'7 Weight 200 Eyes GR Hair BR Sex F Race CAU

Birth Date 3.18.1974 Age 35 Birthplace FDL

Scars, Marks, Tattoos inner back tattoo (2 fish)  
Drivers License No.      State of Issue WI  
Expiration Date 7.27.10

NOTE: A license may be denied if applicant fails to provide accurate information or if the information is incomplete! Please read this section carefully.

Have you ever been charged with a felony? No  
Have you ever been convicted of a felony? No  
Have you ever been convicted of a misdemeanor? Yes  
Have you ever been convicted of operating a motor vehicle while under the influence of an intoxicant or drug? Yes  
Have you ever been convicted of any law, statute or ordinance pertaining to the use of alcohol or illegal drugs? No

Please explain all yes answers completely on the back of this form!

SIGNATURE Christie Stawie Date 11.3.09

WITNESS      Date     

\*\*\*\*\*  
Approved      Denied      Expiration Date       
Chief of Police [Signature] Date 11/03/2009  
Comments: 2 convictions in last 7 years

REVOKED FOR VIOLATION:     

APPLICATION FEE WILL NOT BE RETURNED IF LICENSE IS DENIED.

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**State of Wisconsin vs. Stacie L. Christie**

**Calumet County Case Number 2009CT000041**

[What is RSS?](#)



|                                |   |                    |
|--------------------------------|---|--------------------|
| <b>Filing Date</b>             | <b>Case Type</b>                                | <b>Case Status</b> |
| 03-11-2009                     | Criminal Traffic                                | Closed             |
| <b>Defendant Date of Birth</b> | <b>Address</b>                                  |                    |
| 03-18-1974                     | 1562 1/2 Brighton Beach Road, Menasha, WI 54952 |                    |
| <b>Branch Id</b>               | <b>DA Case Number</b>                           |                    |
| 01                             | 2009CA000183                                    |                    |

**Court Record Events**

- Ascending Date Order
- Descending Date Order

**Charge(s)**

| Count No. | Statute      | Description                           | Severity | Disposition                   |
|-----------|--------------|---------------------------------------|----------|-------------------------------|
| 1         | 346.63(1)(a) | Operating While under Influence (2nd) | Misd. U  | Guilty Due to No Contest Plea |
| 2         | 346.63(1)(b) | Operating with PAC .08 or More (2nd)  | Misd. U  | Charge Dismissed but Read In  |

[View history and details of Charge\(s\)/Sentence\(s\)](#)

Defendant Owes the Court: \$ 123.00

|                             |                           |                             |                         |
|-----------------------------|---------------------------|-----------------------------|-------------------------|
| <b>Responsible Official</b> | <b>Prosecuting Agency</b> | <b>Prosecuting Attorney</b> | <b>Defense Attorney</b> |
| Poppy, Donald               | District Attorney         | Froehlich, Jeffrey S.       |                         |

**Defendant**

|   |                        |            |                           |
|---|------------------------|------------|---------------------------|
| <b>Defendant Name</b>                           | <b>Date of Birth</b>   | <b>Sex</b> | <b>Race <sup>1</sup></b>  |
| Christie, Stacie L.                             | 03-18-1974             | Female     | Caucasian                 |
| <b>Address</b>                                  |                        |            | <b>Address Updated On</b> |
| 1562 1/2 Brighton Beach Road, Menasha, WI 54952 |                        |            | 03-11-2009                |
| <b>JUSTIS ID</b>                                | <b>Finger Print ID</b> |            |                           |

**Charge History**

**Citations**

**Citation J7483081**

|   |                      |                                 |                           |
|---|----------------------|---------------------------------|---------------------------|
| <b>Bond Amount</b>                              | <b>Deposit Type</b>  | <b>Appearance Date and Time</b> | <b>Mandatory</b>          |
| \$ 500.00                                       | Signature Card       | 03-23-2009 at 09:30 am          | Yes                       |
| <b>Name</b>                                     | <b>Date of Birth</b> | <b>Sex</b>                      |                           |
| Christie, Stacie L.                             | 03-18-1974           | Female                          |                           |
| <b>Address</b>                                  |                      |                                 | <b>Address Updated On</b> |
| 1562 1/2 Brighton Beach Road, Menasha, WI 54952 |                      |                                 | 03-11-2009                |
| <b>Plate Number</b>                             | <b>State</b>         | <b>Expiration</b>               | <b>VIN</b>                |
| 359DYH  | WI                   | 2009                            |                           |

|                           |                             |                       |                                       |
|---------------------------|-----------------------------|-----------------------|---------------------------------------|
| <b>Issuing Agency</b>     | <b>Officer Name</b>         | <b>Violation Date</b> | <b>MPH Over</b>                       |
| Appleton Emergency Center |                             | 02-05-2009            |                                       |
| <b>Plaintiff Agency</b>   | <b>Ordinance or Statute</b> | <b>Statute</b>        | <b>Charge Description</b>             |
| State of Wisconsin        | Statute                     | 346.63(1)(a)          | Operating While under Influence (2nd) |
| <b>Severity</b>           |                             |                       |                                       |
| Misd. U                   |                             |                       |                                       |

**Citation J7483221**

|   |                             |                                 |                                      |
|---|-----------------------------|---------------------------------|--------------------------------------|
| <b>Bond Amount</b>                              | <b>Deposit Type</b>         | <b>Appearance Date and Time</b> | <b>Mandatory</b>                     |
| \$ 500.00                                       | Signature Card              | 03-23-2009 at 09:30 am          | Yes                                  |
| <b>Name</b>                                     |                             | <b>Date of Birth</b>            | <b>Sex</b>                           |
| Christie, Stacie L.                             |                             | 03-18-1974                      | Female                               |
| <b>Address</b>                                  |                             |                                 | <b>Address Updated On</b>            |
| 1562 1/2 Brighton Beach Road, Menasha, WI 54952 |                             |                                 | 03-11-2009                           |
| <b>Plate Number</b>                             | <b>State</b>                | <b>Expiration</b>               | <b>VIN</b>                           |
| 359DYH  | WI                          | 2009                            |                                      |
| <b>Issuing Agency</b>                           | <b>Officer Name</b>         | <b>Violation Date</b>           | <b>MPH Over</b>                      |
| Appleton Emergency Center                       |                             | 02-05-2009                      |                                      |
| <b>Plaintiff Agency</b>                         | <b>Ordinance or Statute</b> | <b>Statute</b>                  | <b>Charge Description</b>            |
| State of Wisconsin                              | Statute                     | 346.63(1)(b)                    | Operating with PAC .08 or More (2nd) |
| <b>Severity</b>                                 |                             |                                 |                                      |
| Misd. U   |                             |                                 |                                      |

**Total Receivables**

|                          |                                 |                          |   |                             |                              |
|--------------------------|---------------------------------|--------------------------|---|-----------------------------|------------------------------|
| <b>Court Assessments</b> | <b>Adjustments <sup>3</sup></b> | <b>Paid to the Court</b> | <b>Probation/Other Agency Amount <sup>4</sup></b> | <b>Balance Due to Court</b> | <b>Due Date <sup>5</sup></b> |
| \$ 1,093.00              | \$ 0.00                         | \$ 970.00                | \$ 0.00   | \$ 123.00                   | 05-23-2009                   |

- <sup>1</sup> The designation listed in the Race field is subjective. It is provided to the court by the agency that filed the case.
- <sup>2</sup> Non-Court activities do not require personal court appearances. For questions regarding which court type activities require court appearances, please contact the Clerk of Circuit Court in the county where the case originated.
- <sup>3</sup> Includes collection agency fees; bankruptcy discharge of debt; Department of Revenue collection fees; and forgiven debts due to indigence, death, time served, or community service.
- <sup>4</sup> Some amounts assessed by the courts are collected by the Department of Corrections or other agencies. This column is rarely updated by the courts and may be less than the actual amount owed.
- <sup>5</sup> For cases with multiple assessments, the due date represents the assessment with the latest date.

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## CITY OF MENASHA POLICY GUIDELINES FOR OPERATOR LICENSES

**1. Intent:** It is the responsibility of the Menasha Police Chief to screen applications for operators' licenses (bartender licenses) for the City of Menasha. The following guidelines are adopted in order to specify the reasons for denying, non-reviewing or revoking an operator's license and outlines the steps and considerations given, for any denials that are appealed to the Menasha Common Council.

All applications for operators' license applications are submitted to the Menasha Police Department for a background check. The Menasha Police Chief makes the decision on licensing by either accepting or rejecting the application.

*Due to the discretionary nature of the alcohol beverage licensing process, it is not possible to state every circumstance that may result in approval of a license application and what circumstances will result in approval of a license application. However, it is possible to enumerate what will be considered in the decision-making and what circumstances are more likely to result in the **denial** of a license application.*

Individuals granted an operator's license must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunk driving laws, and assist with minimizing disturbances of the peace and maintain the safety of the community. Therefore, individuals with a past history of negative or uncooperative contacts with police agencies will be scrutinized.

It is with these goals in mind that these guidelines are adopted. Furthermore, to the extent that Wis. Statutes Ch. 125 or Menasha City Ordinances provide additional grounds for denial, suspension, revocation or non-renewal, the Police Chief may also rely on such provisions.

In the event an individual with an operator's license is considered for non-renewal, suspension or revocation, all offenses will be considered, the circumstances of which are substantially related to the license regardless of whether some of the offenses occurred prior to the adoption of these guidelines.

Upon request, a copy of these guidelines shall be provided to each person who applies for a license.

**Guidelines:** What is meant by substantially related? The law does not specifically define this term although there are many court decisions on the topic. The Wisconsin Supreme Court has stated that the purpose of the test is to assess whether the tendencies and inclinations to behave a certain way in a particular context are likely to reappear later in a related context, based on the traits revealed. The "**substantially related**" test looks at the circumstances of an offense, where it happened, when, what, etc. compared to the circumstances of the licensed activity. Where does the licensed activity typically occur, when and what is involved in performing the licensed activity, etc.

Examples of “substantially related” in the context of an operator’s license: There is a substantial relationship between the illegal purchase, use and sale of controlled substances and engaging in bartending, which involves the purchase and sale of a closely regulated substance. The same is true for offenses involving alcohol, e.g. drunk driving, selling to underage, possession and/or consuming as an underage, committing law violations while under the influence of alcohol or drugs, etc.

- **Guideline 1.** Provided the offense is substantially related to the circumstances of the license activity, circumstances of the offense substantially relate to the circumstances of the job or licensed activity, **any person who has been convicted of any FELONY, unless duly pardoned, does not qualify for an operator’s license.** Sec. 125.04(5)(b), Wis. Stats. (To the extent the other guidelines reference a specific offense; this guideline shall apply if the offense constitutes a *felony*.)
- **Guideline 2.** Provided the circumstances of the offense substantially relate to the circumstances of the job or licensed activity, **offense is substantially related to the circumstances of the licensed activity**, any person who has been convicted of or has a current charge pending, for two (2) or more offenses within the last seven (7) years or for two (2) or more offenses, arising out of separate incidents, within the last ten (7) years in the following subcategories, does not qualify for an operator’s license:
  - Violent crimes against the person of another, including but not limited to battery, disorderly conduct, sexual assault, injury by negligent use of a vehicle, intimidation of a victim or witness.
  - Crimes involving cooperation (or lack thereof) with law enforcement officials, including but not limited to, resisting or obstructing a police officer, bribery of public officers/employees, eluding police, bail jumping, hit and run, perjury, or acts/threats of terrorism.
  - Manufacturing, distributing, delivering a controlled substance or a controlled substance analog; maintaining a drug trafficking place; possessing with intent to manufacture, distribute, or deliver a controlled substance or a controlled substance analog. Sec. 111.335(1)(c), Wis. Stats.
- **Guideline 3.** Provided the circumstances of the offense substantially relate to the circumstances of the job or licensed activity, offense is **substantially related to circumstances of the license activity**, any person who has been convicted of or has a current charge pending, for two (2) or more offenses, arising out of separate incidents, within the last five (7) years in the following subcategories, does not qualify for an operator’s license:
  - Disorderly conduct, criminal damage to property, solicitation of prostitution or other prostitutions-related offenses, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.
  - Alcohol beverage offenses (under Wis. Stat. Ch. 125 or Menasha City Ordinances).
  - Possessing a controlled substance, controlled substance analog without a valid prescription, or possessing drug paraphernalia.
  - Operating a motor vehicle while under the influence of intoxicants or drugs.

- Operating a motor vehicle with a prohibited alcohol concentration (PAC) in excess of .08% by weight.
- Open intoxicants in a public places or in a motor vehicle.

What is a **habitual law offender**? The term “habitual” refers to multiple convictions or pending charges and could include an offender with two (2) offenses occurring within a relatively short period of time. The term “offender” refers to a person with civil violations such as ordinance convictions and/or misdemeanor convictions (or pending charges), which substantially relate to the licensing activity. A legal opinion rendered by the League of Wisconsin Municipalities states that a person with two drunk driving convictions within the last couple years would be considered a habitual offender under the alcohol beverage licensing laws. Intoxicating Liquors #890 (1991). Some examples include:

- Two (2) or more offenses, each with a separate incident, within the immediately preceding one (1) year.
  - Three (3) or more offenses, each a separate incident, within the immediately preceding five (5) years.
  - Six (6) or more offenses, each a separate incident, within the preceding ten (10) years.
- **Guideline 4.** Applicants must truthfully and completely fill out applications:
    - If an applicant provides false information on an application, that application shall be denied and the applicant shall not be eligible to reapply for an operator license for a period of one (1) year from the date of denial of such application.
    - If the Police Chief determines that information was *intentionally* omitted from an application, the application shall be denied and the applicant shall not be eligible to reapply for an operator license for a period of one (1) year from the date of the denial of such application.
    - If the Police Chief determines that information was OMITTED from an application due to inadvertence, mistake or excusable neglect, the Chief may allow the applicant to submit a corrected application and recommend granting of the license, if the applicant is otherwise qualified.
  - **Guideline 5.** Recommending approval of an operator’s license application for an applicant who would otherwise be denied under these policy guidelines:
    - The Common Council may approve an operator’s license application if the application would otherwise be denied under this policy if the applicant presents substantial, credible evidence of rehabilitation. Such evidence includes letters of recommendation from Alcohol and Other Drug (“AODA”) counselors, probation agents or other relevant service providers, other professional counselors, certificates and/or letters confirming satisfactory completion of an AODA or other relevant counseling program. Any such letters shall be on the letterhead of the agency offering the recommendation in order for the letter to be considered credible evidence of rehabilitation. Any evidence must be in the form of documents submitted to the Common Council and may not be statements of the applicant at the time of the hearing.
    - The reason for any recommendation of approval of an operator’s license application under this paragraph must be clearly stated in the record.

- **Guideline 6.** If the Police Chief recommends denial of an operator's license application, the reasons for the denial must be clearly stated on the record and shall be consistent with the criteria outlines above.

#### APPEAL PROCESS FOR DENIED LICENSE APPLICATION.

If the Police Chief recommends denial of an operator's license application, the applicant has the right to file an appeal with the City Clerk within thirty (30) days and appear and be represented before the Common Council, to be heard, to present evidence in favor of the granting of the license, and to rebut the evidence presented in opposition to the granting of the license, at a hearing held within forty (40) days of the filing of such appeal.

**Impound Agreement Between the City of Menasha and the  
Fox Valley Humane Association, Ltd.**

This contract, made this 1st day of September, 2009 by and between the **City of Menasha**, hereinafter called the Municipality, and the Fox Valley Humane Association, Ltd., hereinafter called the Association, is as follows:

1. Definitions: In this contract when the terms "animal" or "stray animal" are used the terms shall refer only to dogs and cats unless otherwise specified on a case by case basis and agreed by both parties. This agreement shall include domestic animals such as dogs and cats but shall not include wildlife
  
2. Term: This contract shall begin on January 1, 2010 and have a term of one year. This contract shall be automatically renewed for subsequent one-year periods unless either party notifies the other of its intent to terminate. Said notice shall be in writing at least 30 days prior to the beginning of the automatic renewal date.
  
3. Services: The Association shall provide the following:
  - a. The Association will accept and maintain all stray animals which are delivered to the Association by the agents of the Municipality or picked up by the Association at the request of the Municipality as required under this contract or strays that are identified as being found in the municipality and brought to the Association.
  
  - b. Each month, the Association shall provide the Contracting Municipality or County with a detailed statement of the charges and applied credits, to include the disposition, for each animal. Within thirty (30) days of receiving the statement, the Contracting Municipality or County will make payment to the Association or if the Contracting Municipality or County disputes any charges, the Contracting Municipality or County will provide written notice to the Association.
  
  - c. The Association shall maintain complete records of all stray animals that are received and are attributed to the Municipality. These reports shall be provided to the Municipality on a monthly basis. Said reports shall be maintained for a period of one year. The Association shall maintain all records at the Association's office and shall provide them to the Municipality upon request by the Municipality.

- d. The Association shall cooperate with the Municipality's Health Department by following procedures required with respect to stray animals that have bitten a member of the public. Said animals will be quarantined for ten days in accordance with the State Rabies Control Program, Wisconsin State Statutes Section 95.21(5)(b). The Municipality will be financially responsible for the normal cost of testing suspect animals for rabies if ordered by the victim's physician. The Municipality shall pay the Association the sum of \$245.86 for the care of quarantined animals including admittance, three veterinarian checks, euthanasia if required and 10 days' boarding fees.
- e. If the Municipality delivers an injured or ill animal to the Association or authorizes the Association to pick it up, the Municipality will pay up to \$163.90 for services required for that animal. Any additional services or treatments which are authorized by the Association shall be the Association's financial responsibility.
- f. The Association shall provide assistance at the scene of capture including assisting the Contracting Municipality or County in capturing vicious or dangerous animals that have been running at large. The Association will charge its actual expense for employee time at the rate it is required to pay those employees for this service. The Association shall provide a pager to be used as the preferred contact method upon request by the Contracting Municipality. Once a pager number has been provided, it shall not be subject to public disclosure and shall only be given to on duty police officers and emergency medical personnel.
- g. In the event that the owner claims an animal from the Association, the Association shall collect from the owner the full cost of the contract attributable to that animal prior to the release of the animal. The Municipality will not be billed for claimed animals. The Association shall require a dog or cat license, proof that the animals are currently immunized against rabies, or presentation of a pre-paid receipt from a veterinary clinic before release of the animal.
- h. The Association shall be available when a Court order for the destruction of an animal is required. An on-site fee of \$32.78 and a euthanasia fee will be charged.

4. Payment: For the first year of the contract the total contract cost shall be the number of animals picked up from the Municipality in 2008 times \$90.70 for the regular care of animals received under paragraph 3(c). Totaling **\$19,591.20**. Payments will be made to the Association monthly at the rate of 1/12<sup>th</sup> of this amount plus other contract charges as billed. Other contract prices as defined herein shall apply per animal received or serviced under the contract. In the event that the Association wishes to increase the amount due per animal or other contract charges, it shall prepare financial supporting information for the increase and submit it to a designated official of the Municipality to confirm the accuracy of the increase at least 60 days before the beginning of the new contract year. The new fee will not take effect until the new contract year and will be held in suspension during a reasonable period of time for the review to take place if requested. The current fee may be adjusted for dogs/puppies and cats/kittens as follows:
- a. \$90.70 per animal regardless of the time held by the Association.
  - b. Kitten and puppy litters will be billed at a special rate. A litter will include one mother and her babies who were born together and are no more than six months of age. The charge for a litter will be \$90.70 for the mother and \$5.00 for each newborn.
  - c. \$43.70 per trip for transportation of the first animal that the Association picks up. The cost to transport additional animals will be \$10.00 for the second through the eighth animal per trip. If there are more than eight animals for a trip a new transportation charge will be made for each eight or portion of eight animals transported.
  - d. Animals that are seized by law enforcement authorities and turned over to the Association for care and holding pending resolution of a court case will be billed at a special rate. The rate will be the standard per animal charge for the first seven days and an additional \$7.00 per day per animal thereafter plus the cost of any veterinary care or medication required.

- e. The fees for the renewal of the contract shall increase by three percent (3%) per year unless the Association's costs increase more than that amount. In the event that the Association wishes to increase the amount due for any contract charges by more than 3% for any year after the first renewal year of the contract it shall prepare financial supporting information for the increase and submit it to a designated representative of the Contracting Municipality or County to confirm the accuracy of the increase at least 60 days before the beginning of the new contract year. The new fee will not take effect until the new contract year and will be held in suspension for a reasonable period of time for a review of the Association's information to take place if requested. The Contracting Municipality or County will cooperate with all other municipalities in Outagamie County or Winnebago County to limit the need for providing this information to a designated county representative on behalf of the contracting Municipality and the other municipalities contracting with the Association. Increases will be based upon increases in costs from the base year of 2004.
5. Credits: The Municipality will be credited per animal with the proportionate amount of license fees, credits will be given to the municipality monthly, if any, received by the Association for animals with addresses within the Municipality determined by dividing the number of animals received under this contract by the total number of animals received by the Association in the year prior to the commencement of this contract.
6. Traps: The Municipality shall be responsible for the purchase, maintenance, and use of live traps and other equipment used for animal control purposes.
7. Insurance: At all times during the terms of this contract, the Association shall carry general liability and property damage insurance with a company authorized to do business in the State of Wisconsin, insuring the Association and the Municipality was an insured therein against any and all losses and claims arising out of the operation of the Association's business or any act of omission of the Association, its agents, servants, employees or invitees. A certificate of insurance shall be filed with the Municipality at the time of the execution of this agreement.

8. Indemnification Clause: In consideration of the terms and conditions herein, the Association agrees to indemnify, defend and save harmless the Municipality, its employees, elected and appointed officials, agents and volunteers from against all claims, suits, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with the impoundment of stray animals. Said indemnification applies to any and all action of the employees, agents or representatives of the Association only. The Association agrees to defend any and all actions wherein the Municipality is named a party defendant.

IN WITNESS WHEREOF the Municipality and the Association have duly executed this agreement on the day and year written.

FOX VALLEY HUMANE ASSOCIATION, LTD.

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

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

CITY OF MENASHA

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

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

Approved

  
\_\_\_\_\_  
City Attorney



MEMORANDUM

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

FROM: City Comptroller/Treasurer Stoffel *trs*

DATE: 12/15/2009

SUBJECT: Pitney Bowes Mailing System Rental Agreement

Included on the agenda for the Administration Committee is an agreement to rent a new mailing system for the City. The new equipment, a DM 200 Digital mailing system, will cost \$105.49 per month (\$1,266 annually) including all other charges. This is less than what the City now pays (\$125 per month) and the equipment has the latest technology updates. The new equipment can weigh pieces electronically, keep track of 50 department's postage expense individually and stamp forty pieces of mail a minute. I would request your approval of the agreement.

Approved

*Andi Kopin* 12/16/2009  
City Attorney



Engineering the flow of communication™

WSCA Installment Option A Agreement Account # 60

Grid for account information

Your Business Information

Form with fields for CAN #, ORDER #, Full Legal Name of renter, DBA Name of renter, Tax ID # (FEIN/TIN), Billing Address, City, State, Zip+4, Billing Contact Name, Billing Contact Phone #, Billing CAN #, Installation Address, Installation Contact Name, Installation Contact Phone #, Installation CAN #, Credit Card #, Name on Card, Exp Date, Type of Card, Tax Exempt #, State Tax (if applicable), Fiscal Period (from - to)

Your Business Needs

Table with columns: Qty, Business Solution Description. Rows include Mail Stream Solution - 1, IntelliLink Interface / PSD for DM200L, Accounting (50 Dept) Software, 5 lb Integrated Weighing, Professional Installation, Integrated Weighing Platform, IntelliLink Subscription.

- Check items to be included in customer's payment
[X] Equipment Maintenance (1st year included)
[ ] Software Maintenance (1st year included)
[X] Soft-Guard® Subscription
[X] IntelliLink™ Subscription/Meter Rental
[ ] Confirmation Services
[ ] Purchase Power

Your Payment Plan

Table with columns: Number of months, Monthly amount. Row: First 36 \$ 105.49

- [ ] Required advance check of \$ received
[ ] Tax Exempt certificate attached
Initial rental term

Your Acknowledgement

By your signature below, you are entering into an Installment Lease Agreement pursuant to your Participating Addendum to the WSCA Contract # EPS050076-A2-2. The Terms and Conditions of such WSCA Installment Lease Agreement Option A govern this transaction.

Signature and Date lines for Thomas Stoffel (Comptroller/Treasurer) and Laurie Kiffel (Account Rep). Date: December 15, 2009.



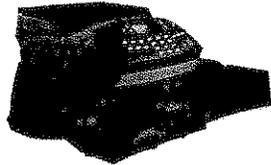
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December 2009

State

**WSCA CONTRACT PRICING**

**DM200 DIGITAL MAILING SYSTEM**  
**5 LB INTEGRATED WEIGHING PLATFORM**



**TERM OPTIONS: 60 Months @ \$86.43**  
**48 Months @ \$93.58**  
**36 Months @ \$105.49**

*now*  
*63 mo / 125<sup>00</sup> mo 3-30-10*

**SERVICES & OPTIONS INCLUDED:**

- All Maintenance
- USPS Postal Rate Changes
- Departmental Accounting (50 Depts)

**DM200 FEATURES:**

Fast and efficient processing up to 40 letters per minute  
 Securely seals every piece tip to tip  
 Track and report postage for 25 standard accounts  
 Automatic date advance eliminates return mail due to incorrect dating  
 Feeds envelopes up to 3/8" thick  
 IntelliLink Technology allows postal rate changes to occur automatically  
 Access to postage 24/7 with one-touch postage resets

# The DM200™ Series Mailing Systems Maximize Office Productivity.

## The DM200™ Series Digital Mailing Systems Are Simple To Use And Highly Productive!

Today, every business needs to operate as efficiently as possible. Even daily, routine tasks need to be performed in a productive manner. The time has come to expect more from your current mail processing procedures. The all new, easy-to-use, DM200™ Series Desktop Mailing System will amaze you with its simplicity and convenient capabilities.

## The Power of IntelliLink®

The cutting-edge IntelliLink® technology contained within the DM200™ Series provides a secure gateway to new levels of simplicity and efficiency. IntelliLink® gives you access to a suite of services ensuring your system is kept current and operates at maximum efficiency. These include automatic downloads of postal rate changes and software upgrades. The DM200™ also has the capability to download logos and advertising slogans transforming once manual processes into quick operations.

## Time Saver

- **Unique IntelliLink® Technology**  
IntelliLink® technology provides convenient, hassle free, postal rates downloads, software updates, and one-touch postage refills with Postage by Phone®. This keeps your system current with rate changes and software upgrades.
- **Easy to Use**  
All controls are fully integrated on one clear control panel with user-friendly instructions to guide the operator through each stage of processing mail.
- **Reduced Mail Preparation Time**  
Seal and post your envelopes at the same time, resulting in a professional ready to mail document.

## Space Saver

- **Small Footprint**  
Its compact and sleek design fits into even the smallest of offices. The scale is seamlessly integrated, freeing up desk space.

User-friendly Control Center, powered by IntelliLink® Technology

Integrated weighing option

Simple, one-touch Postage By Phone® Resetting

Seals your envelopes tightly and securely

Fast, efficient processing of up to 40 pieces per minute

Feeds envelopes up to 3/8" thick

Storage Drawer for USPS Confirmation Service labels

Crisp images and quiet operation

- **Auto-Dating Eliminates Returned Mail Due To Misdating**  
An internal clock advances the date automatically. Operators can advance the date to get a jump on processing tomorrow's mail.
- **Tracking Incoming Mail Dating**  
Date and time stamp capability ensures your incoming mail is handled efficiently.
- **Handle Rate Changes Easily**  
IntelliLink® Technology allows postage rate changes to occur automatically. No need to scramble to replace a PROM chip.
- **Digital Technology Is A Gateway To The Future**  
Its digital meter indicia satisfies all current postal regulations, and the technology's flexibility makes the DM200™ adaptable for the future.
- **Access To Vital Services**  
Take full advantage of special services online, including Delivery Confirmation and electronic access to certified mail services.

## Advertise

- **Transform your mail piece into eye-catching communications.**  
Advertise your business on every mail piece with sharp inkjet printing to build your professional image.

## Information Management

It's crucial for businesses to account for postage expenses. Track up to 25 accounts with an option to track up to 50 accounts.

## Specifications

### DM200™ Mailing Machine

- Size:** 10.75" H x 14.75" W x 16.25 D (with moistener 3.5")
- Weight:** 17.5 lb. (8 kg) approximately
- Electrical:** 100-240 VAC, 50/60 Hz, .65-3A
- Max. Speed:** Up to 40 pieces per minute
- Media Sizes:** Min.: 3" (76mm) x 4.13" (105mm)  
Max.: 11.6" (297mm) x 13.39" (340mm)
- Media Thickness:**  
Min.: .007" (.2mm) Max.: .315" (8mm)
- Flap Depth:** Min.: 1" (25mm) Max.: 3" (76mm)
- Tape:** Double tape sheets
- Job Presets:** 5
- Optional Interfaced Weighing:**  
2 lb. (1 kg), 5 lb. (2.5 kg) or 10 lb. (5kg) capacity, or integrated 30 lb./70 lb. options
- Approvals:** UL approved, FCC compliant, ICES-003 compliant, Energy Star® compliant
- Connectivity Requirements:**  
Connects to a standard analog phone line
- Postal Compliance:**  
Digital IBIP



Engineering the flow of communication™

Pitney Bowes World Headquarters  
Stamford, CT 06926-0700

www.pb.com  
Administration Comm 12/21/07 Page 20

The following marks are trademarks or registered trademarks of Pitney Bowes Inc., DM200, Engineering the flow of communication, IntelliLink, Postage by Phone, and the Corporate logo. All other marks are trademarks or registered trademarks of the respective owners.

For more information call toll-free:  
1-800 MR BOWES (800-672-6937)

# **BOMIER** PROPERTIES INC.

COMMERCIAL REALTORS® & DEVELOPERS

5553 Waterford Lane • Appleton, Wisconsin 54913-8468  
Website: www.bomier.com • Email: info@bomier.com  
Tel: (920) 739-5300 • Fax: (920) 739-7007

December 3, 2009

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

RE: Province Terrace and Midway Business Park

Dear Greg:

Please find attached two copies of the Amendment to Listing Contract to renew the listings at Province Terrace and Midway Business Park. Bomier Properties, Inc. appreciates the opportunity to continue to market these properties for the City of Menasha.

The commercial real estate market in general has been extremely slow over the last year with vacant land receiving the least amount of interest. The silver lining in this poor market has been leasing to local and regional businesses. The few opportunities that we've had to work with buyers suitable for your properties have generally opted to lease or purchase existing buildings. We are hopeful that the market will rebound and generate greater activity in vacant land by the second quarter of 2010.

Upon extension of the listing agreement, we plan to redistribute the listing information to all area brokerage firms, Chamber of Commerce and any relevant government agencies. In addition, we will continue to canvas the surrounding area with our cold calling efforts.

Again, we appreciate the opportunity to continue working with the City of Menasha. Once you've had the opportunity to review and discuss internally, please sign and date both copies of the amendment and return one copy in the enclosed, self-addressed envelope. Please don't hesitate to call me with any questions or concerns you might have.

Best regards,

**BOMIER** PROPERTIES INC.



Jason Gallmeier  
Sales Associate

JG/kk

Enclosures

**WB-42 AMENDMENT TO LISTING CONTRACT**

1 It is agreed that the Listing Contract dated November 19, 2007, between the undersigned, for sale of the property known as  
2 (Street Address/Description) Province Terr. & Midway Business Park  
3 in the City of Menasha, County of  
4 Winnebago and Calumet, Wisconsin is amended as follows:

5 ( ) The list price is changed from \$ \_\_\_\_\_ to  
6 \$ \_\_\_\_\_

7 ( X ) The expiration date of the contract is changed from December 1, 2009, to midnight  
8 June 1, 2010.

9 ( ) The following items are (added)(deleted) STRIKE ONE from the list of property to be included in the list price: \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_

12 ( ) Other: \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
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22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_

26 ALL OTHER TERMS OF THE CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

27 (X) Jason Gallmeier/Bomier Properties, Inc.  
28 (Broker/Firm) ▲  
29   
30 (X) 11/12/2009  
31 By ▲ (Date) ▲  
32 (Print Name) ► Jason Gallmeier

(X) \_\_\_\_\_  
(Seller's Signature) ▲ (Date) ▲  
(Print Name) ► Mayor Donald Merkes  
(X) \_\_\_\_\_  
(Seller's Signature) ▲ (Date) ▲  
(Print Name) ►

December 15, 2009

Greg Keil  
City of Menasha  
140 Main Street  
Menasha, WI 54952

RE: Commercial Listing  
Midway Business Park and Province Terrace

Dear Greg:

It is my understanding that the Listing Contract has expired with your current broker, for the City of Menasha's available vacant land located in the Midway Business Park, Province Terrace and Manitowoc Road.

Drifka Group Inc. has a strong interest in marketing the above properties. Robert and Jenifer Drifka are the principals of Drifka Group and are one-third owners of BFT Investments, LLP (Midway Crossing Development). I do not feel that the Midway Crossing Development is in any way competition with your available land because of their location differences and development types. They each target different types of users. However due to their proximity to each other they have a common vested interest in all three developing simultaneously. Drifka Group's focus on Midway Crossing simply brings a marketer to your available land that has a vested interest in the entire area developing.

Drifka Group Inc. would appreciate the opportunity to work with the City of Menasha on the above properties. Drifka Group Inc. would suggest a 12 month listing agreement using the City's standard commission percentages currently paid to broker's. The current asking prices are fair and competitive and should remain the same going forward.

I have attached the questionnaire that the City used previously for marketing proposals of the aforementioned lands. If the City, any members of the Plan Commission, and City Council have any questions please feel free to call.

Sincerely,

**DRIFKA GROUP INC.**



Robert E. Drifka

*Name of Firm:* Drifka Group Inc. Robert & Jenifer Drifka  
*Address:* N9601 Crystal Drive, Appleton, WI 54915  
*Phone Number:* 920-993-9065 *Email Address:* [bob@drifkagroup.com](mailto:bob@drifkagroup.com)

*How long has your firm been marketing commercial real estate in the Fox Cities area?*  
Drifka Group Inc. is celebrating its Twelfth year.

*State the no. of brokers & describe their experience in marketing commercial real estate.*  
Drifka Group Inc. consists of 2 brokers; Bob & Jenny Drifka. A combined 25 years of experience in the marketing of commercial real estate. Experience includes working with clients selling and leasing properties, buyer agency, development, and property management. We work with national, regional, local companies, commercial loan officers from various financial institutions, and the Fox Cities Chamber of Commerce.

*Describe how you intend to market the properties including the types of advertising media (MLS, print, broadcast, signage, other) and the frequency of placement.*  
Drifka Group Inc. uses several types of marketing: Loopnet and Co-Star which are very well known Web-sites that provide a national internet listing service for commercial real estate properties. Ninety-eight percent of the national commercial brokerage firms are members. So the listed properties will be seen by brokers when they are doing their client site searches.  
Drifka Group Inc. is a member of the Fox Cities Chamber of Commerce. We advertise properties on the Chamber's web site.  
Drifka Group Inc.'s web site on which we post all of our commercial real estate listings. Install signs on the property and development brochures for advertising purposes to other brokers and potential buyers.

*Describe the methods you would employ to identify prospects and promote the site(s) to the prospect.*  
Drifka Group Inc. is very familiar with the southeast side of the Fox Cities; our office is located in Darboy. We would promote the area as a rapidly growing area for residential and commercial development. We would include the above marketing to identify and promote the sites. See the attached sales sheet that Drifka Group Inc. has completed in the South Oneida and Appleton Road areas.

*What do you consider to be a reasonable time frame for the sale of one or more lots:*  
This is very difficult to answer due to the current economic situation and uncertainty going forward. However this is usually a slow time (November – January) for commercial real estate and Drifka Group is currently very busy? I feel that the uptick in business will continue next year. The rebound will be slow and cautious but I am optimistic.

**Drifka Group Inc. Sales and or Developments in the South Oneida and Appleton Road areas:**

***Appleton Road & Midway Rd area (Midway Business Park):***

Fox Communities Credit Union SE corner of Appleton Rd & Wittman Drive  
Ed Esselman Lot 1 Wittman Drive  
Gold Cross Ambulance – Lot 15 Wittman Drive  
Wisconsin Orthopedic – Lot 14 Wittman Drive  
Christ the Rock Main - Salvation Army  
Christ the Rock office – Day Care

***South Oneida Street Area:***

BFT Investments Midway Crossing Development  
BFT – Lakeview Credit Union  
BFT – CVS Pharmacy  
Rusch - Tail Waggers  
Menasha – Alternative Resolutions

***Lake Park Square Area:***

Christ the Rock; Assisted them in acquisition and development of their land. After which Drifka Group sold the western 34 acres portion of their property in 2007.