

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

**CITY OF MENASHA  
COMMON COUNCIL  
Third Floor Council Chambers  
140 Main Street, Menasha  
Monday, January 18, 2010  
6:00 PM  
AMENDED AGENDA**

- A. CALL TO ORDER
  - B. PLEDGE OF ALLEGIANCE  
Moment of Silence in honor of Dr. Martin Luther King, Jr. Day
  - C. ROLL CALL/EXCUSED ABSENCES
  - D. PUBLIC HEARING
  - E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY  
(five (5) minute time limit for each person)
  - F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
    - 1. [WisDOT STH 441 Project Presentation](#)
    - 2. [PC Stanke – Certificate of Appreciation from WisDOT - Badger TraCS Program](#)
    - 3. LD Saecker – Library Board minutes clarification
    - 3. Clerk Galeazzi - the following minutes and communications have been received and placed on file:  
  
Minutes to receive:
      - a. [Administration Committee, 1/4/10](#)
      - b. [Board of Public Works, 1/4/10](#)
      - c. [Committee on Aging, 11/12/09](#)
      - d. [Plan Commission, 1/5/10](#)
      - e. [Water & Light Commission, 12/16/09](#)
- Communications:
- f. [Boys and Girls Brigade, 1/4/10; Thank you note to Health Department](#)
  - g. [Chief Stanke, 1/11/10; CSO Van Purchase](#)
  - h. [Public Service Commission of Wisconsin, 1/7/10; Notice of Hearing, Application of the City of Menasha and WPPI Energy for Approval of the Sale and Leaseback of Certain Electric Utility Facilities](#)
  - i. [Public Service Commission of Wisconsin, 1/13/10; Notice of Proceeding, Application of Menasha Utilities to increase water rates](#)
  - j. [Theda Care press release, 1/6/10; Behavioral Health Consolidates Outpatient Services at one Fox Cities Location](#)
  - k. [Town of Menasha Utilities Commission, 12/14/09](#)
  - l. [Waverly Sanitary District, 12/8/09](#)

"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 at least 24 hours in advance of the meeting for the City to arrange special accommodations."

## G. CONSENT AGENDA

(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action in the "Items removed from the Consent Agenda" section. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)

### Minutes to approve:

1. [Common Council, 1/4/10](#)

### Administration Committee, 1/4/10 – Recommends Approval of:

2. [Division of Public Health Contract #17539 for Public Health Emergency Preparedness, Jan. 1, 2010-Dec. 31, 2010, and authorized signature](#)
3. Grant Agreements between Winnebago County and City of Menasha for the term Jan. 1, 2010 to Dec. 31, 2010 for:
  - a) [Senior Center Supervisor](#)
  - b) [Senior Center Activity Coordinator](#)
  - c) [Older Adult Health Screening Program](#)
4. [First National Bank Fox Valley Wire Transfer Services Agreement](#)

### Plan Commission, 1/5/10 – Recommends Approval of

5. [Extraterritorial CSM – Town of Menasha – Appleton Road](#)

## H. ITEMS REMOVED FROM CONSENT AGENDA

### I. ACTION ITEMS

1. [Accounts payable and payroll for the term 1/7/10-1/14/10 in the amount of \\$7,486,433.04](#)

### J. CLAIMS AGAINST THE CITY

1. [Sonoco-U.S. Mills, Inc. Settlement](#)

### K. ORDINANCES AND RESOLUTIONS

1. [O-2-10 – Relating to Controlled Intersections \(First St. at Ice St.\) \(Introduced by Ald. Zelinski\)](#)
2. [R-1-10 – Appropriation of Funds for Sonoco-U.S. Mills, Inc. Settlement](#)

### L. APPOINTMENTS

1. Mayor's appointment to the Board of Review
  - a. [Gordon Eckrich, 383 Naymut St., for the term of January 18, 2010 to July 1, 2014](#)

### M. HELD OVER BUSINESS

1. [Listing Agreements for City owned Commercial Properties at Midway Business Park and Province Terrace.](#) (Proposals from Bomier Properties and Drifka Group)

### N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA (five (5) minute time limit for each person)

### O. ADJOURNMENT

## MEETING NOTICE

**Monday, February 1, 2010 - Council Chambers  
Common Council – 6:00 PM  
Administration Committee – to be determined  
Board of Public Works – to be determined**

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## MEETING NOTICE

**Monday, February 1, 2010 - Council Chambers  
Common Council – 6:00 PM  
Administration Committee – to be determined  
Board of Public Works – to be determined**



**Tri-County Freeway Expansion  
US 10/WIS 441  
(County CB to Oneida Street)  
Winnebago County**

## **Study Information**

The Wisconsin Department of Transportation (WisDOT) Northeast Region office is conducting a study looking at the expansion of the US 10/WIS 441 Tri-County freeway from County CB to Oneida Street. The study area also includes the portion of US 41 from County II (Winchester Road) to County BB (Prospect Avenue). See map on page 2.

A long range plan improving the Tri-County Freeway was originally completed in 2004. The plan included expanding the freeway from four to six lanes between US 41 and Oneida Street, reconstructing the US 41 interchange as a fully functional systems interchange, modernizing all other interchanges, and constructing a second parallel bridge over Little Lake Butte des Morts. Parameters for the original study involved staying within the existing footprint as much as possible and maintaining the existing 55 mph speed limit between Tayco Street and WIS 47.

WisDOT reevaluated safety concerns within the Tri-County Freeway corridor in response to a Highway Safety Improvement (HSIP) report that was part of the 2005 federal transportation bill. The HSIP report identified highways having a combination of high crash rates and severe crashes. The County P to County AP section of the Tri-County freeway has been on the HSIP list since 2006.

Our proposed redesign initiated in late 2008 includes further improving safety by flattening the curves through the County P and County AP interchanges. The revised alignment requires shifting the freeway to the north in the vicinity of the County P interchange and to the southeast in the vicinity of the County AP interchange. The redesign allows a consistent 65 mph speed limit along the entire Tri-County Freeway, but it does increase some impacts in the County P and County AP interchange areas.

Roundabouts rather than signalized intersections were also investigated and are being proposed at the following seven locations:

- County P interchange – westbound ramp terminal intersection (1)
- County P interchange – Racine Street intersection with interchange ramps (near Calder Stadium) (1)
- County AP interchange – westbound ramp terminal intersection (1)
- WIS 47 interchange – both ramp terminal intersections (2)
- Oneida Street interchange – both ramp terminal intersections (2)

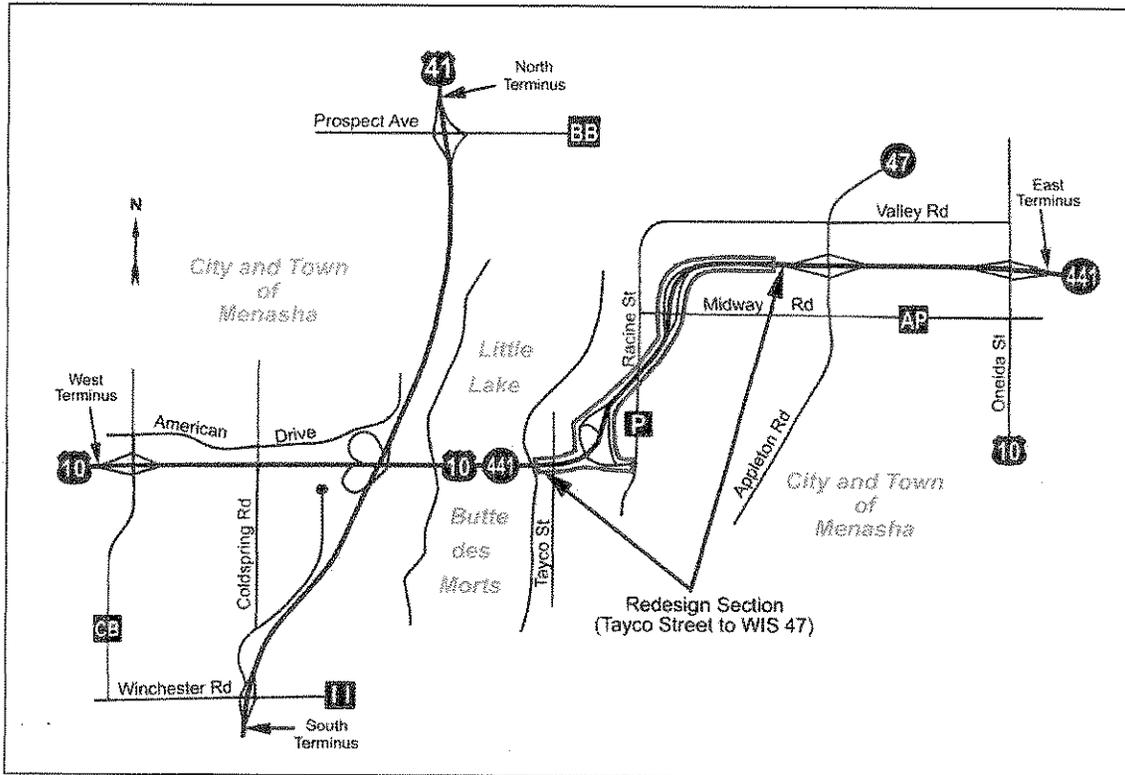
WisDOT is committed to using roundabouts where possible because they improve safety due to slower speeds and fewer traffic conflict points, and they typically provide more capacity than signalized intersections.

The schedule for the Tri-County Freeway expansion is uncertain and will not be established until the expansion is formally enumerated for construction. Projects like the Tri-County Freeway expansion are approved and funded through a special legislative bonding program. This process includes a Transportation Projects Commission (TPC) that reviews and recommends candidate projects to the governor and Legislature for funding consideration. The TPC typically meets in even-numbered years to consider candidate projects for construction funding, but they have not met since 2002 primarily due to the fact that the Majors program is currently filled through 2015 based on existing funding levels.

In response to safety concerns raised in the HSIP report, the following short-term improvements in the County P to County AP freeway section are scheduled for construction in 2010:

- Add auxiliary lanes along both sides of the freeway between County P and County AP
- Improve the westbound on-ramp at the County P interchange
- Flatten some steep roadside slopes near the County P interchange
- Improve overhead directional signs
- Upgrade crash cushions

### Tri-County Freeway corridor location map



### Status of Updated Study

WisDOT held two Local Official Meetings and two Public Information Meetings in 2009 to discuss the proposed updates for the long-range Tri-County Freeway expansion. Updated environmental studies have continued throughout this past year. These updates include archaeological and historic structure surveys, wetland delineations and an updated traffic noise analysis. Our current schedule is to submit an updated environmental document in early 2010 with final approvals anticipated in Spring/Summer 2010. WisDOT will be prepared to present the Tri-County Freeway expansion study to the TPC whenever they next meet to consider additional projects for construction enumeration.

### WisDOT Contact Information

If you have questions about the Tri-County Freeway study or would like more information as the project progresses, contact the WisDOT project manager listed below or visit the project website.

**Bill Bertrand, P.E.**  
Project Manager  
WisDOT-Northeast Region  
PO Box 28080  
Green Bay, WI 54324-0080  
(920) 492-5708  
william.bertrand@dot.wi.gov

**Tri-County Freeway study website**  
[www.dot.wisconsin.gov/projects/d3/wis441/index.htm](http://www.dot.wisconsin.gov/projects/d3/wis441/index.htm)

Tri-County Freeway Expansion Study



**US 10/WIS 441  
County GB - Oneida Street  
Winnebago County**

*Menasha City Council Meeting  
Monday, January 18, 2010*

# Presentation Overview

- Provide Update on Expansion Study
  - ◆ 2002/04 Original Study Overview/Scope
  - ◆ 2008/10 Study Updates
    - Redesign US 10/WIS 441 (Tayco St. – WIS 47)
    - Investigate 11 potential roundabout locations
- Provide Overview of Study Status/Upcoming Schedule





# Expansion Study Limits

- **US 10/WIS 441 (Tri-County Freeway)**
  - ◆ **County CB to Oneida Street**
  - ◆ **6 miles**
- **US 41**
  - ◆ **County II (Winchester Road) to County BB (Prospect Avenue)**
  - ◆ **3 miles**



# Traffic Forecasts

- **Year 2007 Average Annual Daily Traffic**
  - ◆ 46,000 between WIS 47 and Oneida Street
  - ◆ > 65,000 on Roland Kampo Bridge
- **Year 2035 Average Annual Daily Traffic**
  - ◆ 72,400 between WIS 47 and Oneida Street
  - ◆ 108,900 on Roland Kampo Bridge
- **Substantial Growth Rates**
  - ◆ > 60% growth between WIS 47 and Oneida Street
  - ◆ 80% growth on Roland Kampo bridge



# Crash Analysis

- Overall average crash rate slightly higher than the statewide average for urban freeways
- Highest average crash rates: County P-County AP
  - ◆ Horizontal curvature
  - ◆ Speed difference between freeway & ramp traffic
  - ◆ Closely spaced interchanges
- Roland Kampo Bridge
  - ◆ Average crash rate not markedly high
  - ◆ Little/no shoulder width increases emergency response time

# Major Corridor Improvements

- Expand US 10/WIS 441 from 4 to 6 lanes between US 41 and Oneida Street
- Construct a second parallel bridge over Little Lake Butte des Morts and redeck existing bridge
  - ◆ Both bridges - 3 through lanes and one auxiliary lane
- Reconstruct the US 41 interchange to provide free-flow traffic movements in all directions
- Modernize other interchanges along US 10/WIS 441
  - ◆ County P (Racine Street)
  - ◆ County AP (Midway Road)
  - ◆ WIS 47 (Appleton Road)
  - ◆ Oneida Street

# Original Study Parameters

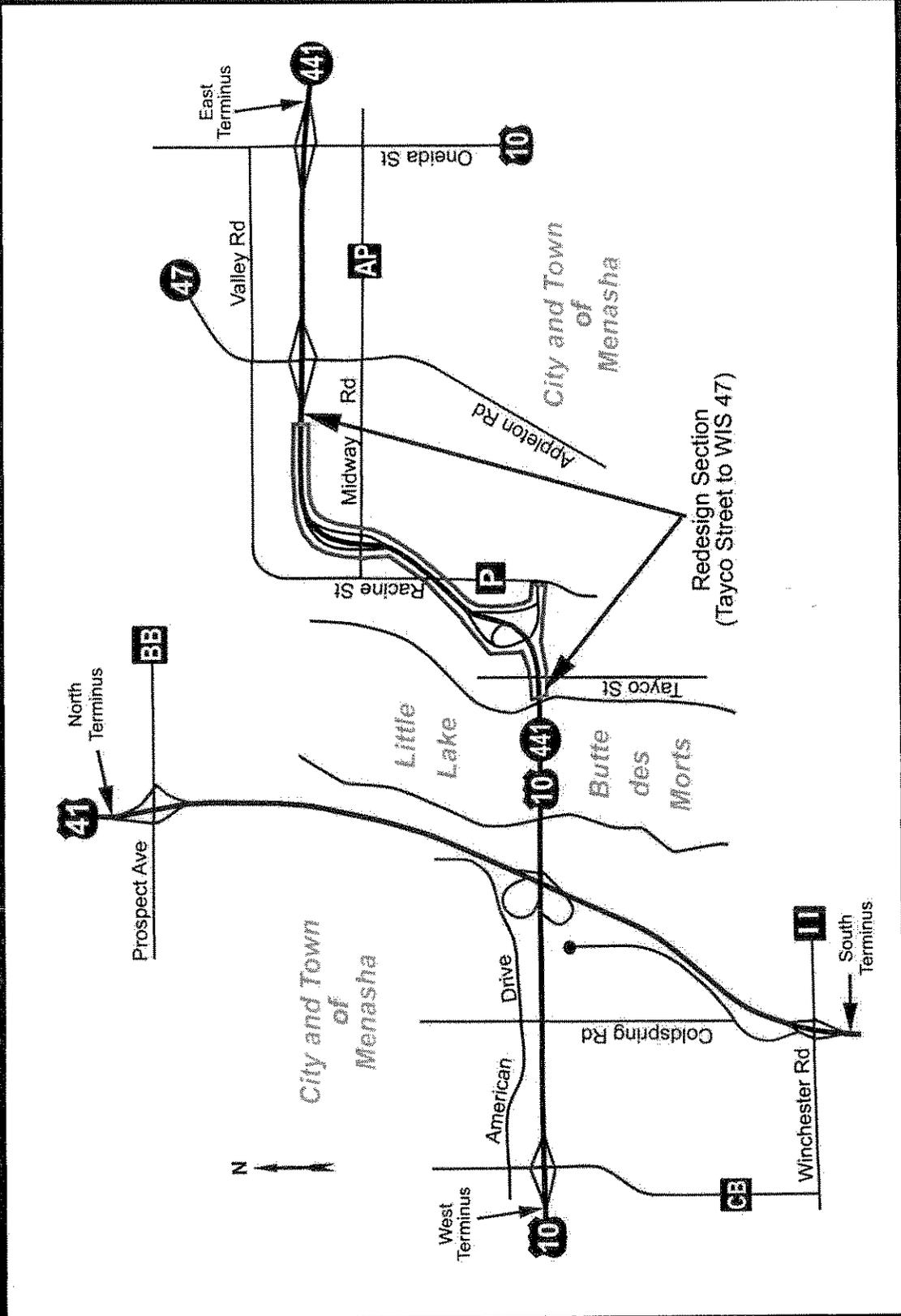
- Reconstruct freeway within existing footprint (minimize land acquisition)
- Maintain 55 mph speed limit between Tayco Street and WIS 47



# Original Study Schedule

- Began Fall 2002
- 3 LOMs and 3 PIMs
- Environmental Document approved - Summer/Fall 2004

# Overall Study Limits/Redesign Area



# Tri-County Freeway Expansion Study





## HSIP 5% Report

- Part of federal SAFETEA-LU initiative that was in 2005 transportation budget
- 5% Report identifies those road segments that have a combination of highest crash rate & most severe crashes
- Worst 5% of crash locations appear on the HSIP 5% Report
- US 10/WIS 441 from County P to County AP has appeared on list since 2006

# US 10/WIS 441 Safety Study

- WisDOT initiated safety study since Tri-County Freeway appeared on HSIP 5% list
- Completed August 2007
- South section (County P – County AP)
- Study contained both short-term and long-term improvement recommendations

Tri-County Freeway Expansion Study



# US 10/WIS 441 Short-Term Improvement (2010)

- **Tayco Street – County AP (Winnebago County)**
  - ◆ Auxiliary lanes along both sides of US 10/WIS 441 between County P and County AP
  - ◆ Improved westbound parallel on-ramp at County P
  - ◆ Flattening of steep roadside slopes near County P
  - ◆ Improved overhead signing
  - ◆ Upgrading of impact attenuators (65 mph section)
- **County 00 – US 41 (Outagamie County)**
  - ◆ Auxiliary lane along WIS 441 northbound only
  - ◆ Improved overhead signing



## Long-Term Improvements/Redesign

- Redesign US 10/WIS 441 between Tayco Street and WIS 47 to a 70 mph design speed
- US 10/WIS 441 shifts north in area of County P interchange
- US 10/WIS 441 shifts southeast in area of County AP interchange



# Impacts of 70 mph Design Speed

- Revised County P & County AP interchanges
- Additional real estate impacts
  - ◆ Multiple residential displacements including apartment complex
  - ◆ Business displacement at County AP interchange
  - ◆ Impact to county salt shed property at County AP interchange
- Similar natural resource impacts



# Roundabouts

- Investigation of roundabouts at 11 locations east of Little Lake Butte des Morts
  - ◆ County P westbound ramp terminal intersection (1)
  - ◆ Racine Street intersection with interchange ramps (1)
  - ◆ County AP westbound ramp terminal intersection (1)
  - ◆ WIS 47 ramp terminal intersections (2)
  - ◆ WIS 47/County AP (Midway Rd) intersection (1)
  - ◆ WIS 47/Valley Road intersection (1)
  - ◆ Oneida Street ramp terminal intersections (2)
  - ◆ Oneida Street/County AP (Midway Rd) intersection (1)
  - ◆ Oneida Street/Valley Road intersection (1)

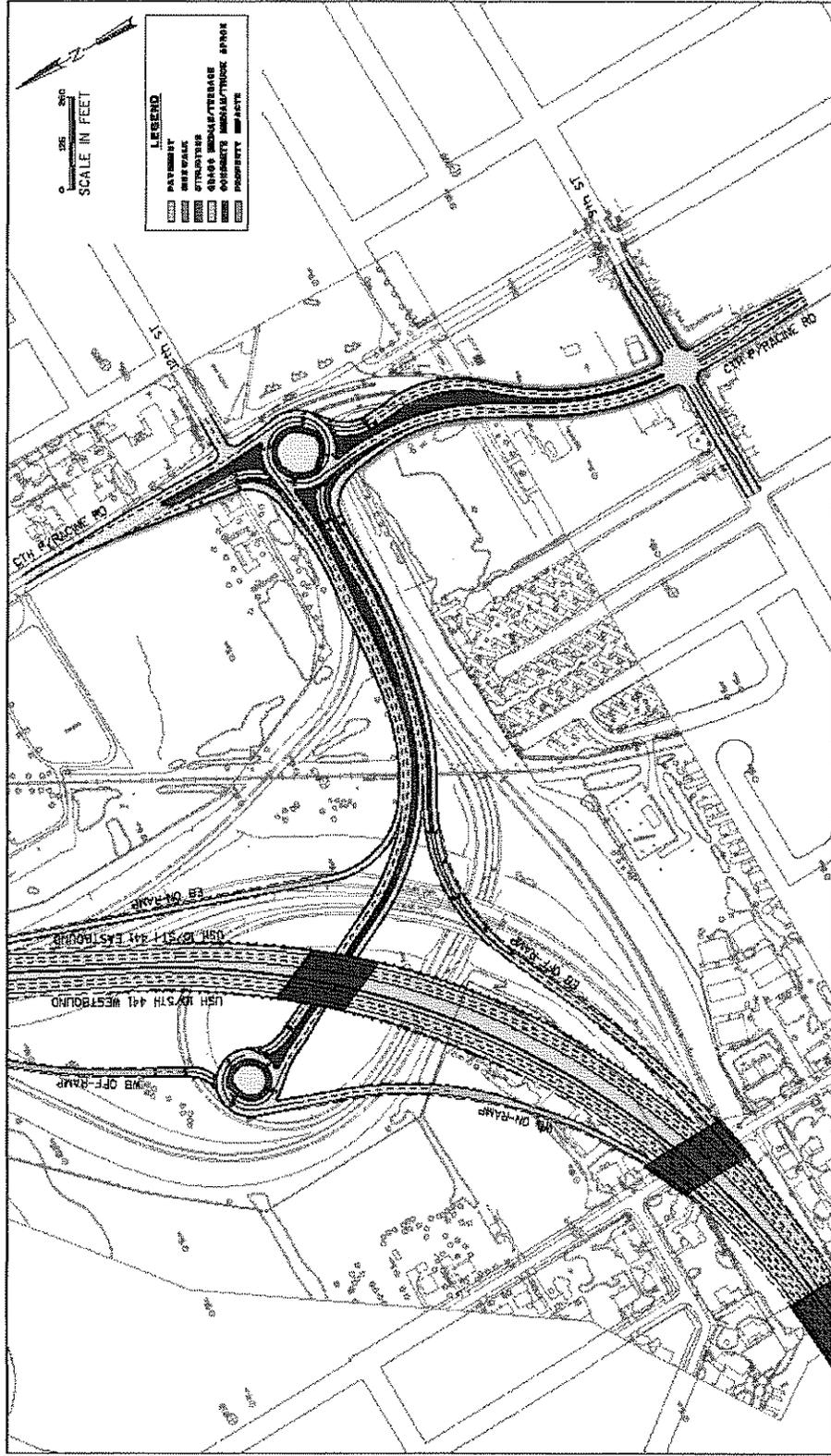




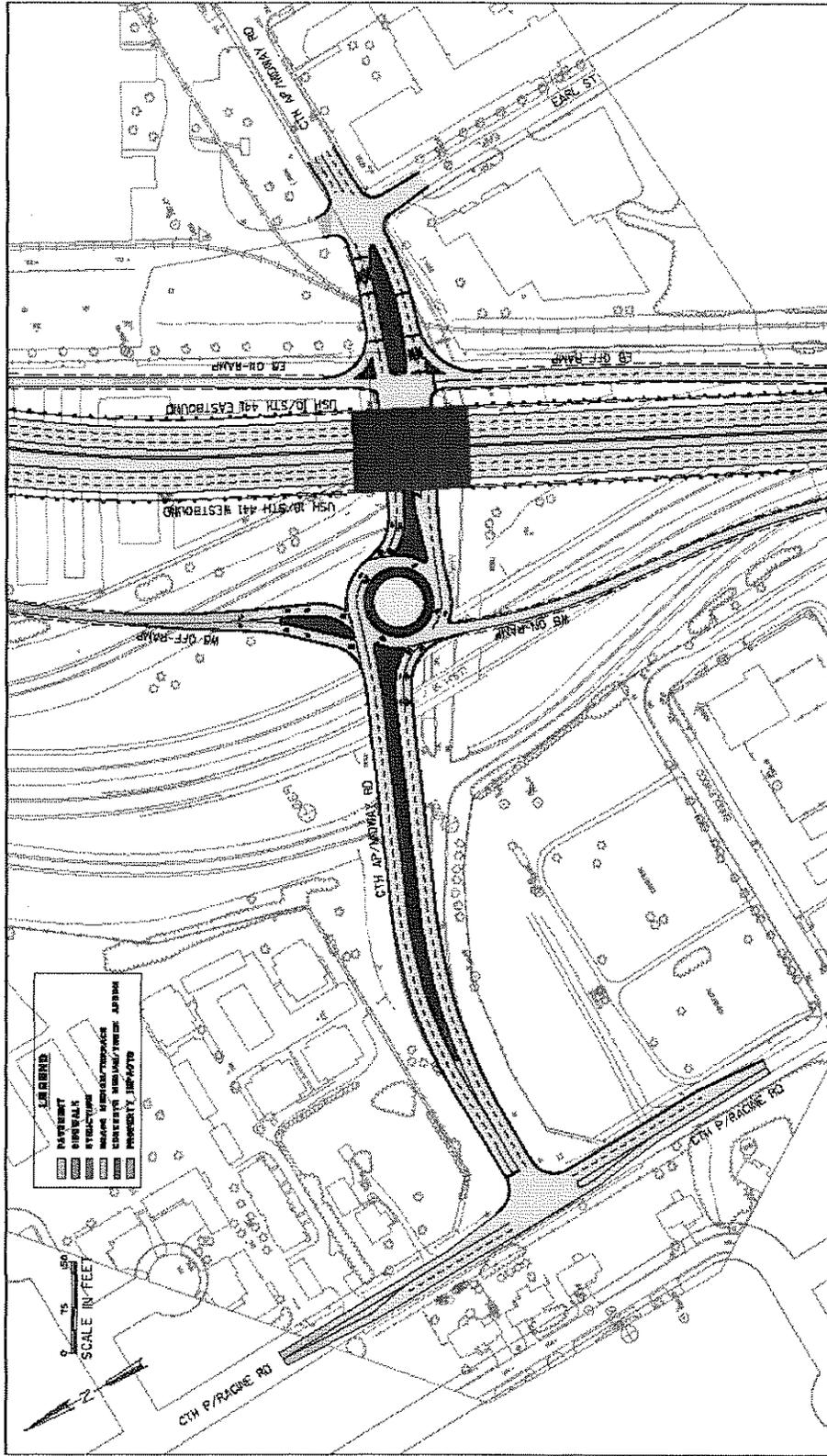
# Roundabout Recommendations

- **Locations where roundabouts recommended as preferred alternative**
  - ◆ **County P westbound ramp terminal intersection (1)**
  - ◆ **Racine Street intersection with interchange ramps (1)**
  - ◆ **County AP westbound ramp terminal intersection (1)**
  - ◆ **WIS 47 ramp terminal intersections (2)**
  - ◆ **Oneida Street ramp terminal intersections (2)**
- **Locations where roundabouts not recommended as preferred alternative**
  - ◆ **WIS 47/County AP (Midway Rd) intersection (1)**
  - ◆ **WIS 47/Valley Road intersection (1)**
  - ◆ **Oneida Street/County AP (Midway Rd) intersection (1)**
  - ◆ **Oneida Street/Valley Road intersection (1)**

# County P (Racine St) Interchange



# County AP (Midway Rd) Interchange




 Wisconsin Department of Transportation  
**TRI-COUNTY FREEWAY EXPANSION**  
**WINNEBAGO COUNTY**

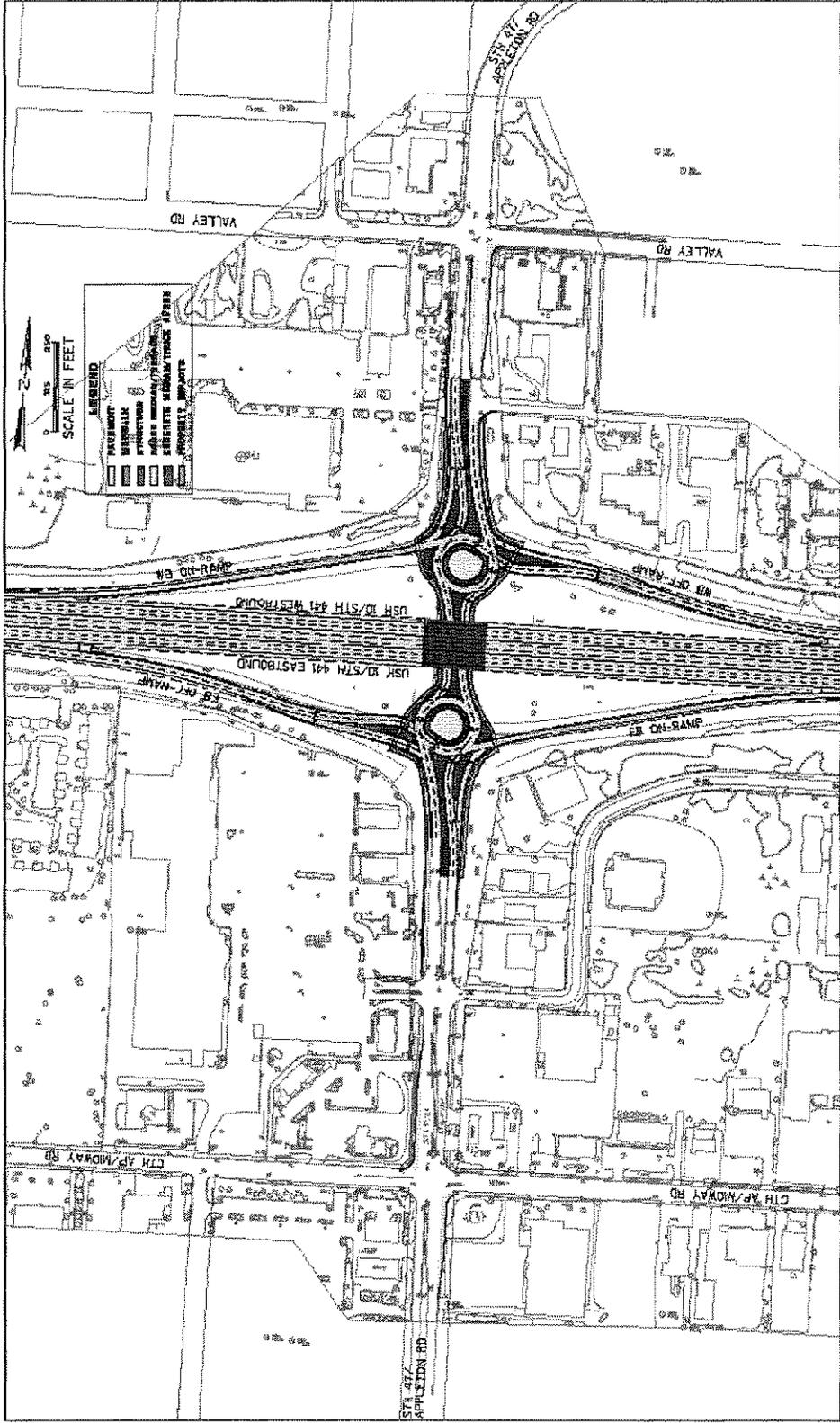
**CTH AP**  
 ROUNDABOUT CONCEPTUAL DESIGN

Date: OCTOBER 26, 2009  
 EXHIBIT 4.2A

# Tri-County Freeway Expansion Study



# WIS 47 Interchange



Wisconsin Department of Transportation  
**TRI-COUNTY FREEWAY EXPANSION**  
**WINNEBAGO COUNTY**

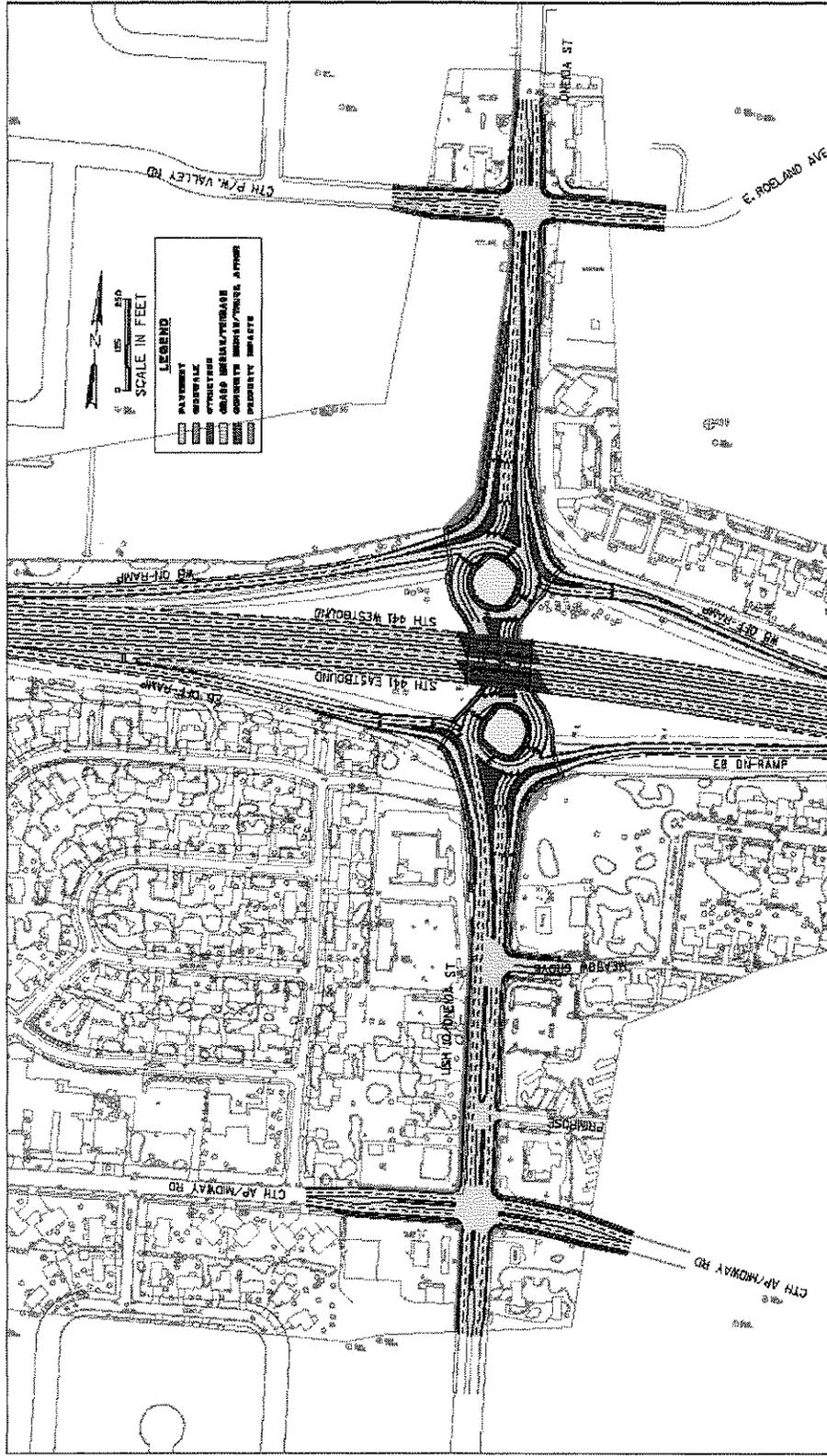
**8TH 47/APPLETON RD**  
 PROJECT ORIGINAL DATE:  
 DATE: OCTOBER 26, 2009  
 EXHIBIT 4.3A

FILE NAME: C:\...  
 PLOT DATE: ...  
 PLOT BY: ...  
 PLOT SCALE: ...

# Tri-County Freeway Expansion Study



# Oneida Street Interchange



USH 10/ONEIDA ST  
**PREFERRED ALTERNATIVE**  
CONSTRUCTION CONCEPTUAL DESIGN  
 DATE: NOVEMBER 9, 2005  
 EXHIBIT 4.4E

Wisconsin Department of Transportation  
**TRI-COUNTY FREEWAY EXPANSION**  
**WINNEBAGO COUNTY**

FILE NAME: W:\PROJECTS\TRIFREWAY\PLAN\051109\051109\_04.4E.DWG  
 PLOT DATE: 11/09/05 10:51:11 AM  
 PLOT SCALE: 1" = 100'

# Tri-County Freeway Expansion Study





# Study Status/Upcoming Schedule

- **Renewed Study – Began Late 2008**
- **Submit updated environmental document – early 2010**
- **Final environmental approvals – Spring/Summer 2010**
- **Construction schedule – dependent on future approval of construction funds by Transportation Projects Commission (TPC)**



## TPC Status

- Typically meets in even-numbered years to consider candidate projects for construction enumeration
- TPC has not met since 2002
- WisDOT continues to provide semi-annual updates
- Tri-County Freeway Expansion remains identified as a candidate project



# The Presentation Has Concluded

- Thank you for inviting us to your meeting!
- Study Website:  
[www.dot.wisconsin.gov/projects/d3/wis441/index.htm](http://www.dot.wisconsin.gov/projects/d3/wis441/index.htm)
- Please...
  - ◆ Ask questions
  - ◆ Remain involved in the study



Division of Motor Vehicles  
Citations and Withdrawals Section  
PO Box 7917  
Madison, WI 53707-7917

Jim Doyle, Governor  
Frank J. Busalacchi, Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: 608-267-2096  
Facsimile (FAX): 608-267-1873  
E-mail: [badgertracs@dot.wi.gov](mailto:badgertracs@dot.wi.gov)

December 23, 2009

Menasha Police Department  
Robert G. Stanke, Chief  
430 First Street  
Menasha, WI 54952

Chief Stanke:

Please accept this certificate in appreciation of your agency's participation in the 2009 TraCS Pilot. Your agency's hard work during the pilot contributed greatly to the success of the 2009 TraCS Pack.

I also want to commend Officer Martin Schrampfer for his work on the Badger TraCS Forms Advisory Committee. His insights into the needs of the law enforcement community as it relates to data collection and reporting have been invaluable. His many suggestions have done much to improve TraCS.

Officer Schrampfer's term on the committee ends at the close of this year. We are very grateful for the several years Marty has served on the committee. He has been a great asset.

Sincerely,

A handwritten signature in black ink, appearing to read "Erin Egan", with a long horizontal flourish extending to the right.

Erin Egan  
Badger TraCS Program Manager  
Chief of Citations and Withdrawals Section

Cc: Martin Schrampfer

CITY OF MENASHA  
ADMINISTRATION COMMITTEE  
Third Floor Council Chambers  
140 Main Street, Menasha  
January 4, 2010  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Wisneski at 6:36 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Ald. Englebert, Benner, Roush, Taylor, Wisneski, Pack, Hendricks, Zelinski  
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Stanke, DPW Radtke, CDD Keil,  
C/T Stoffel, PHD Nett, Clerk Galeazzi, and the Press

C. MINUTES TO APPROVE

1. Administration Committee, 12/21/09

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

D. ACTION ITEMS

1. Division of Public Health Contract #17539 for Public Health Emergency Preparedness, Jan. 1, 2010-Dec. 31, 2010, and authorized signature

PHD Nett explained this is a renewal contract. The dollar amount to be received is less than previous years. This is the grant application for bioterrorism preparedness funds.

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

2. Grant Agreements between Winnebago County and City of Menasha for the term Jan. 1, 2010 to Dec. 31, 2010 for:

- a) Senior Center Supervisor
- b) Senior Center Activity Coordinator
- c) Older Adult Health Screening Program

PHD Nett explained the federal government did not increase the amount of the grants to Winnebago County, it's the same as 2009. This is for federal financial assistance to provide services to older adults in Winnebago County.

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

3. First National Bank Fox Valley Wire Transfer Services Agreement

C/T Stoffel explained this is a standard contract with First National Bank Fox Valley to provide wire transfer services for the City.

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

E. ADJOURNMENT

Moved by Ald. Taylor, seconded by Ald. Pack to adjourn at 6:41 p.m.  
Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk

CITY OF MENASHA  
Board of Public Works  
Third Floor Council Chambers  
140 Main Street, Menasha  
January 4, 2010  
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Taylor at 6:42 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Ald. Englebert, Benner, Roush, Taylor, Wisneski, Pack, Hendricks, Zelinski  
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Stanke, DPW Radtke, CDD Keil,  
C/T Stoffel, Clerk Galeazzi, and the Press.

C. MINUTES TO APPROVE

1. December 21, 2009

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

Discussion ensued on the motions made on the expiration of 90-day trial period for stop sign on First Street at Ice Street. CA/HRD Captain explained the ruling of the motions.

DPW Radtke explained how a 90-day trial works.

Motion carried on voice vote.

D. ACTION ITEMS

None

E. ADJOURNMENT

Moved by Ald. Pack, seconded by Ald. Wisneski to adjourn at 6:50 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk

Menasha aldermen occasionally attend meetings of this body. It is possible that a quorum of Common Council, Board of Public Works, Administration Committee, Personnel Committee may be attending this meeting. (No official action of any of those bodies will be taken).

**CITY OF MENASHA  
COMMITTEE ON AGING  
Menasha Senior Center  
116 Main Street, Menasha**

**November 12, 2009  
7:45 AM**

**MINUTES**

**A. CALL TO ORDER**

Meeting called to order 7:45am

**B. ROLL CALL/EXCUSED ABSENCES**

Present: Joyce Klundt, Bob Jankowski, Mary Lueke, Sue Nett, Lee Murphy, Roy Rogers, Sue Steffen, Sylvia Bull and Jean Wollerman

**C. MINUTES TO APPROVE**

1. Motion made by R. Rogers, seconded by S. Steffen to approve the October 8, 2009, minutes. Carried

**D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS**

1. Commission on Aging – Greg Underheim was the guest speaker discussing Federal aging issues; also Mark Weisensel updated everyone on the status of the ADRC supporting Winnebago Co. Start up will be February, 2010, - it will be a vehicle of information for seniors.
2. Financial Report – the Financial Department is not up-to-date with all figures.
3. Senior Center Supervisor – (A) the number of participants for the Halloween party was very low compared to past Halloween parties. (B) S. Bull gave an update on the Thanksgiving Banquet scheduled for November 17. (C) S. Bull asked for clarification on the procedure for winter weather closing of the facility– or cancellation of activities. Most organizations including the ADVOCAP Winnebago Co. noon meals are closed when the local school district cancels classes. Seniors are confused at times. After discussion, CA members recommended that if the schools cancel due to bad weather, then the Menasha Senior Center cancel its activities for that day. The center (the facility), however, will not be closed and will be open to anyone who wishes to come in and utilize services. (The city buildings/departments rarely close and will do so only when and if City Hall administration make that announcement.)

**E. DISCUSSION**

1. Budget 2010 – The City's Common Council is concerned about the city's budget and anticipates that all departments make additional cuts. The Council, at the Budget Review meeting, cut \$500 from MSC heating line item. Increasing rental fees, "charging" resident and non-resident activity fees as well as number of participants utilizing the facility are issues now at the forefront of discussion that require review. Thanks was extended to

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha Senior Center at 967-3530 24-hours in advance of the meeting for the City to arrange special accommodations."

those committee members who were able to attend the budget review meeting to support the senior center.

#### F. HELD OVER BUSINESS

1. Rental fee for 2010 - S. Bull presented the proposed rental increases showing resident/non-resident and kitchen/without kitchen fees. One was based on all hourly rates for facility and kitchen, the second was hourly rental rate with an added flat kitchen rate. There was a definite increase but the increase on residents was not burdensome. Motion by B. Jankowski, seconded by R. Rogers to accept and approve the second proposal of an hourly rental with a kitchen flat rate. Carried. It will be presented to the City of Menasha Common Council for their approval.
2. User activity fees for 2010 – S. Bull presented the proposed new activity user fees at MSC for 2010. Classes and weekly activities will have a resident/non-resident rate with the classes rate will be based on the particular class; “parties” will still be based on the type and ‘break-even’ philosophy; computer lab use, presentation participation, other gatherings and “walk-ins will be based on donation. Greater emphasis will be placed on donating funds on a regular basis. Special emphasis will be directed to computer printer donations. Motion made by J. Wollerman, seconded by J. Klundt to accept the activity fee schedule for Menasha Senior Center as submitted. Carried.

Special thanks was extended to Lee Murphy and Sue Steffen for their help.

#### G. ADJOURNMENT

Motion made by S. Steffen, seconded by B. Jankowski to adjourn. Carried. 9:35am

**CITY OF MENASHA**  
**Plan Commission**  
**Council Chambers, City Hall – 140 Main Street**  
**January 5, 2010**  
**DRAFT MINUTES**

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**A. CALL TO ORDER**

The meeting was called was called to order at 3:35p.m. by Mayor Donald Merkes.

**B. ROLL CALL/EXCUSED ABSENCES**

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, Ald. Benner, DPW Radtke and Commissioners Schmidt and Homan

PLAN COMMISSION MEMBERS EXCUSED: Commissioners Cruickshank and Sturm

OTHERS PRESENT: CDD Keil and Bob Drifka

**C. MINTUES TO APPROVE**

1. **Minutes of the December 22, 2009 Plan Commission Meeting**

Moved by Comm. Schmidt, seconded by Ald. Benner to approve the December 22, 2009 Plan Commission meeting minutes.

The motion carried.

**D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA**

1. No one spoke.

**E. DISCUSSION**

1. **Annual Comprehensive Plan Review – Identification of Issues/Opportunities to be Considered and Comprehensive Plan Sustainability Assessment**

Commissioners reviewed the comprehensive plan sustainability assessment first prepared by ECOS-Fox Valley committee members and recently updated by Roger Kanitz. The Sustainability Board will be advancing its comments on the assessment after its next meeting. Mayor Merkes requested that a listing of the Comprehensive Plan issues identified to date be compiled for the next Plan Commission meeting.

2. **Dedication of Access Easements as Public Streets – Midway Crossings Development – Bob Drifka**

Bob Drifka, developer of the Midway Crossing commercial center at Midway Road and Oneida Street, requested that the Plan Commission consider dedication of the existing driveway access easements as public streets.

Plan Commissioners discussed:

- DOT and Calumet County driveway/street access requirements
- ROW and driveway/street width
- Additional costs to the city for maintaining more public streets
- Timing and coordination of city plowing with private snow removal
- Potential for enhancing lot marketability with public streets
- Pedestrian Access

CDD Keil is to contact Calumet County and DOT to inquire about permitting for converting the existing driveway access to public streets. DPW Radtke is to check on minimum ROW standards for inclusion of street mileage in road aids.

**G. ACTION ITEMS**

1. **Driveway Easement Release – Natures Way**

CDD Keil reported that he had contacted the developer regarding his progress in obtaining easement releases and that contact had been made with Outagamie County concerning their portion of the easement. Progress will be reported at the next Plan Commission meeting.

2. **Extraterritorial CSM – Town of Menasha – Appleton Road**

Commissioners discussed utility easements.

Moved by DPW Radtke, seconded by Comm. Homan to approve the extraterritorial CSM, Town of Menasha - Appleton Road with the understanding that CDD Keil is to make inquiry with Menasha Utilities concerning the easement and whether splitting the parcel would impact their facilities.

The motion carried.

**H. ADJOURNMENT**

Moved by Ald. Benner, seconded by Comm. Homan to adjourn at 4:25 p.m.

The motion carried.

*Minutes respectfully submitted by Greg Keil, Community Development Director*

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

December 16, 2009

**Draft**

Commission Vice President Fahrback called the Regular Meeting of the Water and Light Commission to order at 7:30 A.M., with Commissioners Joe Guidote, Don Merkes, and Carla Watson present on roll call. Also present were Melanie Krause, Co-General Manager/Business Operations; Dick Sturm, Co-General Manager/Engineering and Operations; Kristin Hubertus, Business Operations Accountant; Lonnie Pichler, Electric and Water Distribution Supervisor; Dave Rodriguez, Customer and Utility Services Manager; Jerry Sturm, Water Plant Supervisor; John Teale, Technical Services Engineer; and the Press. City Attorney Pamela Captain was also present.

Item II. People from the Gallery to be heard on any topic of public concern to the Utility:

Mary Nebel, 713 First Street, spoke regarding Menasha Utilities' emails on the WPPI server.

Tim Maurer, 575 Riverway, requested the Commission consider forming a committee to review procedures for collection of unpaid balances on rental properties.

Item III. Motion made by Comm. Watson, seconded by Comm. Guidote, was unanimous on roll call to approve the following:

- A. Minutes of the Regular Meeting of November 18, 2009.
- B. Minutes of the Special Joint Common Council and Menasha Utilities Commission Meeting of November 9, 2009.
- C. Approve and warrant payments summarized by checks dated Nov. 25, and Dec. 3 - 16, 2009, which includes Net Payroll Voucher Checks, Operation and Maintenance Voucher Checks for a total of \$756,555.06, and Operation and Maintenance Vouchers and Rebates to be paid prior to the next Regular Meeting. Motion approved unanimously on roll call.
- D. Correspondence, as listed.
  - Copy of minutes from MEUW Board of Directors meetings held September 25 and November 13, 2009.
  - Copy of memorandum dated November 23, 2009, to WPPI Energy Member Managers, from Tammy Freeman, re: Typical Bill Comparison Summary
  - Copy of letter dated December 3, 2009, to Menasha Utilities, from Greg Bell and Dean Gruner, MD, United Way Campaign Co-Chairs, re: Thank You
  - Copy of letter dated December 8, 2009, to Menasha Utilities, from Daniel Kiefer, Evangel Food Pantry, re: Thank You
  - Copy of News Release dated December 10, 2009, from WPPI Energy, re: Grant Opportunities for Net Zero Energy Homes

Item IV. November Financial and Operations Statement – Co-Manager/Business Operations Krause reported the electric consumption for the month was down 14% from budget with approximately 3% related to the Steam Plant closure. The power cost is also down, driven by consumption.

Water consumption for the month was also down, again driven by a decrease in consumption and the Steam Plant closure. The chemical portion of the water treatment costs were over budget. The cash flow for water is projected to be negative; the capital projects will be held in order to break even.

The steam financials reflect closing of work orders, operational/decommissioning costs of the facility, and outside service expenses that include a retainer for litigation with the bond holders. All the decommissioning costs were included on the cash flow statement, and the GE water treatment lease will continue until the end of the year. The Commission requested staff continue to provide a financial report on the Steam Plant.

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

Item V. Claims Against The Utility – there were no claims discussed at this meeting.

Item VI. Purchase Orders over \$10,000.00 issued since the last Commission meeting were presented with the majority of them being annual purchase orders for the year.

The motion by Comm. Merkes, seconded by Comm. Guidote, was unanimous on roll call to approve the purchase orders listed.

Item VII. Unfinished Business, Water Rate Case Update – Mrs. Krause reported the completed application reflects an 18% rate increase. The cost is driven off chemicals to maintain water quality as well as main repair and replacement costs. There is less consumption driven by economy, conservation, as well as the loss of the steam plant as a customer. The impact to the average residential customer's monthly bill is \$6.50. The application will be formally submitted later this week and takes approximately six months.

Letter Agreement to Terminate Master Agreement and Capacity and Energy Transactions – Mrs. Krause stated the agreements were reviewed by the City Attorney as requested at the last Commission meeting.

City Attorney Pamela Captain commented the master agreement contains a provision where it can be terminated upon a 30 day notice. With the closure of the Steam Plant the ability to meet the provisions of the agreement could not be fulfilled. There is a provision to transfer the master agreement if the assets were sold, however, WPPI would still be able to terminate the agreement. Since operations ceased, the ability to transfer would be moot and it would not provide any value to a potential buyer.

The motion by Comm. Guidote, seconded by Comm. Watson, was unanimously approved on roll call to execute the Letter Agreement to Terminate Master Agreement and Capacity and Energy Transactions.

Taxroll/Landlord Proceeds – Manager of Customer and Utility Services Rodriguez reviewed the information included in the packet in response to questions raised at the previous Commission

meeting. The Public Service Commission requires customers be allowed to sign deferred payment agreements. There is no procedure in place to notify the landlord when the tenant signs such an agreement, but copies of delinquent billings are sent to the property owner of record. On a monthly basis, approximately 30% of the bills sent are not paid on time, and there is not a deposit required for establishing service at the present time. Staff is currently in the process of updating the annual information to be sent to all owners of rental properties in January. This information will include a copy of the existing code which allows utilities to be placed on the tax-roll, a new service application form, and phone numbers to contact staff at the office with questions.

The Commission requested an ad hoc committee be formed to discuss opportunities to improve communications between landlords, tenants, and the Utility. The committee members should include rental association members, general citizens, landlords, commission or council representative; they also requested Mr. Rodriguez chair the ad hoc committee and make initial contacts.

Information was also included in the packet regarding the collection agency currently utilized. The account manager is willing to attend a Commission meeting to review the process of handling collections, collection rates, and to answer any questions. Mr. Rodriguez will arrange to have the collection agency account manager attend the January meeting.

Item VIII. New Business, Sedimentation Basin Report – Water Plant Supervisor Jerry Sturm gave an update on the deterioration in the sedimentation basin located in the older portion of the plant. An estimate has been obtained on the repair work, and there is disparity between the consultant and vendor regarding the repairs. The consultant does not feel the structural soundness is in danger at this point in time; it is mostly esthetic repairs that are needed. They are recommending another vendor come in during the spring to give an estimate on the repairs.

Co-General Manager/Engineering and Operations Dick Sturm stated the draft preliminary report from McMahon Associates will be provided when it is available. The report will contain an engineered solution to the existing problem and an analysis of whether structural integrity is in question.

Comm. Guidote requested McMahon Associates put together specifications on what needs to be done, and sent out for public bids.

2010 Non-Represented Salaries – Comm. Merkes made a motion to approve a 1% wage increase January 1, 2010, and 1% December 31, 2010, consistent with non-represented wage increases at other city departments; Comm. Guidote seconded the motion.

Comm. Merkes stated two unions within the City received the 1/1 split, which was part of a 2009/2010 contract that became a 2009/2011 contract. The split was done to recognize there are some hardships both in the City and with the citizens this year, and we needed to make sure we recognized those and still maintained budget and provided services. The 1% increase on December 31 was to make sure the base wages did not drop too far below what comparable communities have.

In reply to Comm. Guidote's question, Mrs. Krause reported the current contract goes through December 31, 2010, and the union received a 3% wage increase for 2010. That amount was budgeted across the board, and was previously discussed at the budget meeting to keep it consistent.

Mr. Dick Sturm agreed that the City is in difficult times, and the Utility is in difficult times. This is a very sensitive subject to discuss. The memo indicates the City has taken the position the non-represented people would be consistent with their bargaining unit, and asked to be consistent across the board. There is not that same consistency at the Utility; the bargaining unit has a negotiated agreement and the non-represented people are being asked for something less. The Commission has the authority and jurisdiction to go there, however, discussions were held regarding the eroding difference between the bargaining unit personnel and the non-represented personnel. That gap is narrowing, and to take this year as an example with the 1% increase January 1 and 1% increase December 31, 2010 narrows the gap even more. It is especially unfair to our front-line managers who supervise personnel who in some cases have more of a compensation for the services rendered than the managers receive. He does not want to see the difference between those who are managing and supervising employees grow to less than zero, and asked the Commission to consider methods to preserve at least maintaining that difference between those who manage and those who are managed.

Mayor Merkes added that he did not disagree with Mr. Sturm; we need to set an example that we are all in this together and that we have to work on the solution together. Having high increases in one department of the City and rather low increases in other departments is not really leading the charge saying we hear what is going on out in the community and we're working to be part of that solution by keeping rates lower and taxes lower.

Mr. Sturm indicated he was asking the Commission to look at the structure and not erode the structure.

Comm. Guidote commented he sees both sides of the situation, and generally it is easier to push the burden of balancing your personnel labor budget on the non-represented employees. On the other side is the difficulty in bargaining. Part of the difficulty in bargaining is local economic circumstances are given short shift. When you get into arbitration it has been his experience it comes down to internal and external comparables. Given the fact that we are going into a bargaining year, it is important to set a tone that we are going to be consistent and I can only support this if we go into bargaining with the intent of getting the same deal for the bargaining units. He would like to see a more consistent comprehensive approach between the Utility and the City when it comes to bargaining, and that may mean having one labor attorney represent both the City and the Utility. At this point he would be in favor of the motion as long as we carried through with our bargaining objectives.

Comm. Fahrback also agreed it was important to utilize this as part of the approach when bargaining, and he is in favor of this approach.

Comm. Guidote added he understood the concern with regard to compression issues between management and represented employees, and the salary structure may need to be reviewed on a position-by-position basis. It may be more of a salary and compensation issue opposed to a cost of living adjustment issue.

Mayor Merkes stated he agreed with the opinion on union negotiations; they are going to be difficult. The City had a very difficult time as well when negotiation with the three unions. The union that has not settled yet is a non-monetary issue that they are concerned with. These are the realities of the time and we need to be in this together. In addition, we need to make sure we are comparable with wages in the Fox Valley so we are not losing good employees to neighboring communities because the wage scale is not comparable.

Upon roll call, the motion was unanimously approved.

Recommendation of City of Menasha IT Steering Committee – Jeff Lacey, City of Menasha Information Technology Department, reviewed the concern from the Common Council regarding the housing of Menasha Utilities' emails at WPPI. That opened up the possibility, although unlikely, of WPPI being able to intercept those emails and how that may impact any bargaining with WPPI. The IT Steering Committee discussed the issue, and the infrastructure of the City can accommodate Menasha Utilities' email server. It would also provide the capability to archive email which is not currently being done at Menasha Utilities.

Technical Services Engineer Teale reported none of Menasha Utilities' emails sit on the WPPI server; it is just a pass through and goes through their spam filter, internet agent, and passes directly here. There is not a charge from WPPI to host emails, and there would mostly like be a charge from the City to provide administration services and obtain the licenses needed. He is exploring the option of adding the archive feature to our own email system at Menasha Utilities.

Mayor Merkes commented the issue is whether there is a sufficient archive system to deal with public records requests. Another benefit to everyone being on the same Outlook email software, there would be the capability of sharing calendars.

Mr. Teale was asked to obtain costs for both options and services and report back at the next meeting.

Mr. Lacey departed the meeting.

Item IX. Project Reports – Water Plant Supervisor Jerry Sturm reported that as the cold weather settled in there has been some ground shifting at the Water Plant causing leaks in the old pipe galley. A vendor was brought in to seal the cracks and the cost of this project will be applied against the basin work for next year.

Item X. Staff Reports, Manager of Engineering and Operations/Steam Utility – Comm. Fahrbach asked about the status of the RO equipment and letter of understanding with GE. Mr. Dick Sturm responded the letter of understanding was signed and returned. All attempts will be made to re-market the equipment by both parties. There is a 60 day escape clause for either

party; either party can give notice and the equipment would be returned to GE as the lease originally indicated. No additional expense would be incurred above what was included in the budget.

Comm. Fahrback also asked about interest in purchasing the steam facility or purchasing items from the facility. Mr. Sturm stated there have been inquiries regarding purchase of some items, but this is not the first thing we want to pursue. There are two parties that have toured the plant and are actively discussing the issue. There may also be potential at some future date to have an outside firm market the facility, and that will come with commitments.

Electric and Water Distribution/Safety Report – Electric and Water Distribution Supervisor Pichler reported the water department has their known residential freeze-ups running water. There was a pre-bid meeting yesterday with WE Energies and several contractors regarding the Highway 114 project. WE Energies would like to start construction in mid-January. One large customer is looking at bringing in a large machine which would add 1.3 MW to the system.

Water Plant – Mr. Jerry Sturm added they are set for winter operations, and there are no ice problems to date.

Project Engineer – there were no questions to the report presented.

Telecommunications & Substations– Mayor Merkes gave an update on a meeting held with City and Utility staff to discuss the telecommunications utility and fiber network. Discussion included items for the network, and generating new funds within the network without spending large amounts of capital. There is a tour scheduled of the Reedsburg Telecommunications Utility early next year.

Business Operations – Mrs. Krause reported on the WPPI Board of Directors meeting last week. They did approve the transaction approved by the Council and Commission. It was also formally announced that Roy Thilly, WPPI Energy President and CEO, will be retiring in 2011.

Later this week there are several meetings scheduled with our large customers and the Paper Council to review the rate case, and there will be a pre-hearing conference with the PSC on December 21.

Customer and Utility Services/Key Accounts – there were no questions to the report presented.

Item XI. People from the Gallery to be heard on any items discussed at this Meeting:

Richard Loehning, 321 Willow Lane, recommended the ad hoc committee concentrate on collection procedures rather than PSC rulings.

Mary Nebel, 713 First Street, commented on the sedimentation basin reports, the archiving of emails, confidentiality issues, bringing the City and Utility closer together, and the 1% salary increase for non-represented employees.

Mrs. Krause polled the Commission on their availability for a joint meeting with the Common Council on Monday, December 21 to discuss negotiation and litigation issues. Comm. Watson would not be available, but Comm. Fahrbach and Comm. Guidote would be able to attend a 7:45 pm meeting. Staff will contact Comm. President Allwardt on his availability.

Item XII. There not being a need for Closed Session, the motion by Comm. Merkes, seconded by Comm. Watson, was unanimously approved on roll call at 9:55 a.m. to adjourn.

By: ROBERT H. FAHRBACH  
Vice President

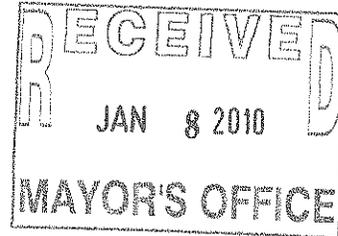
CARLA R. WATSON  
Secretary

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



January 4, 2010

Sue Nett  
City of Menasha Health Dept.  
316 Racine St.  
Menasha, WI 54952



Dear Sue:

I would to thank you and your staff for distributing the Christmas Giving referral cards to the Menasha Schools. The 2009 program provided assistance to 452 families with 1,261 children. This could not have been possible without the support from the communities we serve. Thank you again, and I look forward to working with you and your staff in the future.

Wendy Mikolanz  
Program Coordinator



**To: Mayor Merkes  
Members of the Common Council**  
**From: Chief Stanke**  
**Date: January 11, 2010**  
**Re: CSO Van Purchase**

**We are in the process of purchasing vehicles at the Police Department. In the past we have always made purchases based on what we have felt were in the best interest of the department within changing models, conditions and budget limits.**

**We are prepared at this point to complete our purchase orders but feel that it is necessary to make a change in the initial individual model purchase limits but within the overall budget amount dedicated to police vehicles.**

**It is our desire to switch the amount of dollars allocated to the unmarked police squad and the CSO vehicle. In reviewing the vehicle needs of our CSO program we believe that a 2010 Ford Transit Connect is our wisest choice. This vehicle will allow us to carry the equipment needed, space for the transport of animals, mpg, visibility and overall needs. The cost for the vehicle is \$23,087.00 plus some change over cost. We are currently evaluating other vehicles for the unmarked, matching needs and cost limitations, but will remain within the \$68,000.00 overall budget limitations.**

**As I stated earlier, it has been practice for at least twenty years to move forward with this type of purchase as long as we can stay within the overall budget limitations. In lieu of the specific discussion that took place on this issue during budget deliberations it was felt appropriate to bring this change to your attention.**

DATE MAILED  
JAN - 6 2010

RECEIVED  
JAN 07 2010  
CITY OF MENASHA  
BY *dg*

BEFORE THE

PUBLIC SERVICE COMMISSION OF WISCONSIN

Application of the City of Menasha and WPPI Energy for Approval of the Sale and Leaseback of Certain Electric Utility Facilities from Menasha to WPPI Energy, Sale to WPPI Energy of Menasha's Ownership Shares in American Transmission Company, Authority for Menasha to Increase Electric Rates, and a Declaratory Ruling Regarding the Public Service Commission's Continuing Jurisdiction Over WPPI Energy

5-EI-149

NOTICE OF HEARING

<b>Party Session Date/Time:</b>	<b>Thursday, January 21, 2010 – 1:00 p.m.</b>
<b>Party Session Location:</b>	<b>Menasha City Hall Council Chambers 140 Main Street Menasha, WI</b>
<b>Public Session Date/Time:</b>	<b>Thursday, January 21, 2010 – 1:00 p.m. and 6:00 p.m.</b>
<b>Public Session Location:</b>	<b>Menasha City Hall Council Chambers 140 Main Street Menasha, WI 54952</b>
This docket uses the Electronic Regulatory Filing (ERF) system.	

**NOTICE IS GIVEN** that the Public Service Commission of Wisconsin will hold a hearing in this Class 1 contested case. On **Thursday, January 21, 2010, at 1:00 p.m.**, the Commission shall receive evidence from the parties and Commission staff in the Council Chambers of Menasha City Hall, 140 Main Street, Menasha, Wisconsin. On **Thursday, January 21, 2010, at 1:00 p.m. and 6:00 p.m.**, the Commission shall receive evidence from the public at that same location. The presiding Administrative Law Judge may allot additional time to receive evidence, if necessary.

The subject matter of the hearing is the Application of the City of Menasha (Menasha) and WPPI Energy for Approval of the Sale and Leaseback of Certain Electric Utility Facilities from Menasha to WPPI Energy, Sale to WPPI Energy of Menasha's Ownership Shares in American Transmission Company, Authority for Menasha to Increase Electric Rates, and a Declaratory Ruling Regarding the Public Service Commission's Continuing Jurisdiction Over WPPI Energy. The Commission has authority and jurisdiction to hold the hearing pursuant to Wis. Stat. § 196.02(7). All documents in this docket are filed on the Commission's Electronic

Regulatory Filing (ERF) system and available at the Commission's website at <http://psc.wi.gov/>, by entering "5-EI-149" in the "LINK DIRECTLY TO A CASE" box and selecting "GO".

The issues for hearing are:

- Are the interests of the city of Menasha and its residents best served by Menasha's sale of its electric utility distribution assets to WPPI Energy under Wis. Stat. § 66.0817?
- Is the proposed sale and leaseback in the public interest under Wis. Stat. § 196.80?
- If the Commission approves the proposed sale and leaseback under Wis. Stat. §§ 66.0817 and 196.80, what terms and conditions should be applied?
- Should the Commission issue a declaratory ruling pursuant to Wis. Stat. § 227.41 that the consummation of the sale and lease transaction does not alter the extent of Commission regulation over WPPI?
- Should the Commission grant in whole or in part Menasha's request for an electric service rate increase under Wis. Stat. §§ 196.03(1), 196.20(1) and (2m), and 196.37(1), (2), and (3), and if so, under what terms and conditions?
  - a. What is Menasha's revenue requirement for electric service?
  - b. What is the cost of service as related to each customer class?
  - c. What is the appropriate rate design, including service rules, for each customer class?

Any person may testify at the hearing or participate in the hearing process in one of the ways listed below. However, a person experiencing symptoms of the H1N1 flu virus such as fever, cough, sore throat, runny or stuffy nose, body aches, headache, chills and fatigue should avoid attending the hearing and participate using written forms of communication:

- Written comment offered at the public session.
- Oral comment offered at the public session.
- Written comment offered by mail, by January 15, 2010. All written comments submitted by mail shall include the phrase "Docket 5-EI-149 Comments" in the heading, and shall be addressed to:

Docket 5-EI-149 Comments  
Public Service Commission of Wisconsin  
P.O. Box 7854  
Madison, WI 53707-7854

- Written comment offered *via* the Commission's ERF system by January 15, 2010. Access to the electronic form used to file comments electronically is reached from the Commission's web page, <http://psc.wi.gov/>, by clicking the public comments button, then selecting the docket number 5-EI-149.

Docket 5-EI-149

Testimony from members of the public shall be limited to personal knowledge or personal opinion. Documents offered to supplement such testimony shall be used to show the basis of an opinion, not for proof of the matter asserted. Parties may object to an offer of evidence from a member of the public. The Commission may post material submitted by members of the public on the Commission's website as an open public record.

This is a Type III action under Wis. Admin. Code § PSC 4.10(3). The Commission will review the potential environmental effects of the project. Type III actions normally do not require the preparation of an environmental impact statement under Wis. Stat. § 1.11 or an environmental assessment.

The Commission does not discriminate on the basis of disability in the provision of programs, services, or employment. The Menasha City Hall is accessible to people in wheelchairs. Any person with a disability who needs additional accommodations should contact the docket coordinator listed below.

Any person who desires accommodations to participate in this docket or who has other questions regarding this matter may contact the docket coordinator, Scot Cullen, at (608) 267-9229.

Tuesday, January 5, 2010



Michael E. Newmark  
Administrative Law Judge

MEN:jlt:g:\notice\pending\5-EI-149 NOH.doc

DATE MAILED  
JAN 12 2010

RECEIVED

JAN 13 2010

CITY OF MENASHA  
BY dg

BEFORE THE

PUBLIC SERVICE COMMISSION OF WISCONSIN

Application of Menasha Electric & Water Utilities, Winnebago  
County, Wisconsin, for Authority to Increase Water Rates

3560-WR-106

**NOTICE OF PROCEEDING**

**THIS IS A PROCEEDING** to consider the application received December 18, 2009, from the Menasha Electric & Water Utilities (applicant), as a municipal public water utility, under Wis. Stat. §§ 66.0801, 196.01(5), 196.03(1) and (3), 196.19, 196.20, 196.22, and 196.37(1), (2), and (3), for authority to increase water rates. The applicant requested an overall increase of 18 percent. The Commission will determine the actual level of the rate change for each class after reviewing the application and holding a hearing. The hearing will be scheduled at a later date. The actual increase to individual customers will vary with water usage and the ultimate rates authorized by the Commission. The issues in this docket are revenue requirement, cost of service, and rate design.

**NOTICE IS GIVEN** that the Commission considers it necessary, in order to carry out its duties, to investigate all books, accounts, practices, and activities of the applicant. The expenses incurred or to be incurred by the Commission which are reasonably attributable to such an investigation will be assessed against and collected from the applicant in accordance with the provisions of Wis. Stat. § 196.85 and Wis. Admin. Code ch. PSC 5.

This is a Class 1 proceeding as defined in Wis. Stat. § 227.01(3)(a).

At present, the only party in this case is the applicant, Menasha Electric & Water Utilities. Anyone else desiring to become a party shall file a request pursuant to Wis. Stat. § 227.44(2m) and Wis. Admin. Code § PSC 2.21 no later than 14 days from the date of this notice. The request shall be addressed to Administrative Law Judge Michael Newmark, Public Service Commission of Wisconsin, P.O. Box 7854, Madison, Wisconsin 53707-7854. A copy of the request must be served on the applicant, which may respond to the request within 5 days of the date of service. A person does not have to be a party to testify at the hearing.

All documents filed in this docket are available at <http://psc.wi.gov/>, the Electronic Regulatory Filing System link on the Commission's website.

The Commission does not discriminate on the basis of disability in the provision of programs, services, or employment. Any person with a disability who needs accommodations to participate in this docket or who needs to obtain this document in a different format should contact the docket coordinator listed below.

Docket 3560-WR-106

Questions regarding this matter may be directed to docket coordinator Andrew Behm at (608) 266-1282.

Dated at Madison, Wisconsin, January 11, 2010

By the Commission:



Sandra J. Paske  
Secretary to the Commission

SJP:AJB:pr:g\notice\pending\3560-WR-106



**NEWS FROM THEDACARE™**

**FOR IMMEDIATE RELEASE:**

**January 6, 2010**

**THEDACARE BEHAVIORAL HEALTH CONSOLIDATES  
OUTPATIENT SERVICES AT ONE FOX CITIES LOCATION**  
*Patients, Families will Benefit from Comfortable, Easy-to-Navigate Facility*

ThedaCare Behavioral Health will operate the majority of its outpatient services in Menasha beginning Mon., Feb. 8.

The ThedaCare Behavioral Health Clinic at 1095 Midway Road was remodeled to accommodate the transfer of psychiatry, neuropsychology and Alzheimer's Center for Excellence from a clinic on Westhill Boulevard in Grand Chute and the mental health day treatment center at Theda Clark Medical Center in Neenah.

Staff members from the Westhill Boulevard location will begin seeing patients at Midway Road clinic on Mon., Feb. 8. The Theda Clark day treatment center staff members will move to the consolidated site in early April.

"Many of our patients see more than one provider and sometimes they are at different locations, which can be a hassle. Having all of our outpatient services and personnel at one location makes it more convenient for our patients," said Mary Downs, executive director of ThedaCare Behavioral Health.

The newly remodeled clinic features an easy-to-navigate registration area, waiting areas closer to providers, and a comfortable café area where family members can wait while their loved ones receive treatment. Some offices were also remodeled during the \$330,000 project to create work cells, allowing providers to communicate easier.

A central registration area was created and there will be one process for all pre-authorizations.

"This is all about improving the experience for our patients and making the process easier for them to get the care they need," Downs said. "It's also essential we create a welcoming environment for families since most patients have someone waiting for them while they are in a therapy session or undergoing testing. We want them to feel comfortable and relaxed while they're here."

ThedaCare Behavioral Health is the largest behavioral medicine provider in Northeast Wisconsin, providing inpatient and outpatient mental health and AODA treatment to more than 8,000 individual patients. It offers services at locations in Menasha, New London, Neenah, Oshkosh, and Waupaca.

ThedaCare ([www.thedacare.org](http://www.thedacare.org)) is a community-owned health system consisting of Appleton Medical Center, Theda Clark Medical Center, New London Family Medical Center, Riverside Medical Center in Waupaca, ThedaCare Physicians, and other health care services. ThedaCare is the largest employer in Northeast Wisconsin with nearly 5,400 employees.

For more information, media may contact Megan Wilcox ([megan.wilcox@thedacare.org](mailto:megan.wilcox@thedacare.org)), corporate and public relations specialist for ThedaCare, at (920) 830-5847.

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122 E College Ave. • P.O. Box 8025 • Appleton, WI • 54912-8025 • Tel: 920-735-5560 • Fax: 920-830-5895

[www.thedacare.org](http://www.thedacare.org)

**Town of Menasha Utility District Commission Regular Meeting  
Municipal Complex - Assembly Room - Monday, December 14, 2009**

Minutes

**1. Call to Order, Pledge of Allegiance and Roll Call**

President Arden Tews called the meeting to order at 5:00 p.m., followed by the Pledge of Allegiance. Secretary Backman took roll call. Commission members present were President Tews, Commissioners Gerhart, Hanson, Ziegler and Youngquist. Other departmental staff was also present.  
Others: 10 signed in as attended.

**2. Awards/Presentations**

**3. Minutes to Approve**

a) Special Utility Commission Meeting - November 17, 2009  
b) Regular Utility Commission Meeting - November 23, 2009  
MOTION: Gerhart/Ziegler to dispense from reading the minutes and approve as submitted. Motion carried.

**4. Minutes and Correspondence to Receive**

Minutes - none

Correspondence

a) Water Main Breaks - November 2009  
b) Water Pumpage Report - November 2009  
MOTION: Hanson/Ziegler to accept the minutes and correspondence for filing. Motion carried.

**5. Public forum on any matters of concern to the Town. The public may comment however, no action can be taken. Five minute time limit per person on non-repetitive matters.**

There were no comments.

**6. Discussion Items**

**7. Unfinished Business**

**8. New Business-Resolutions/Ordinances/Policies**

a) 091214-1:UD Change Order No. 1 and final Cost Adjustment for 2009 Water Main Reconstruction Projects  
MOTION: Youngquist/Gerhart to approve the increase of \$142,378.70 and the final contract amount of \$1,097,043.40 for Don Hietpas & Sons. Motion carried.

b) 091214-2:UD Expenditures  
MOTION: Youngquist/Hanson to approve the expenditures in the amount of \$412,447.76 without exception. Motion carried.

c) 091214-3:UD Amend Town of Menasha Municipal Code Chapter 28 Sewer and Water Public Utilities Commission, Adding Section 28.54 - Well Head Protection Ordinance First Reading  
MOTION: Youngquist/Ziegler to accept the First Reading as submitted. Amy Vaclavik of McMahon Associates was present to explain this DNR requirement to protect wells from potential contamination, and also explained all the conditions.  
Motion carried.

**9. Reports**

a) Administrator Sturgell - *Grand Chute Menasha West Wastewater Treatment Plant Improvement Project Update*: Adm. Sturgell gave a summary of the Special Joint Meeting held on Nov. 30, 2009 to approve the Town's loan documents for the joint GCMW Improvement project, gave the total project cost as well as the Town's portion of this project, and stated stimulus funds will offset half of the total project cost. Adm. Sturgell wanted to clear up questions from residents about having a sewer rate decrease, saying

rates will increase but grant monies will cut costs in half thereby resulting in an increase but not at the same rate were the Town to have not received the stimulus funds.

- b) Water Superintendent Roth - Capital Projects Update: Equipment will be shipped for well #7 the second week of January; installation of the new pump will be late Jan. or early Feb.; experienced problems with capacity loss on well #5 and will obtain a loaner pump until remedied.

#### 10. Motions by Commissioners

At 5:25 p.m., MOTION: Youngquist/Ziegler to convene into closed session pursuant to WI Stats. 19.85(1)(g), specifically to discuss the Developer's Agreement for the Red Tail Crossing Subdivision. On roll call, all Board members voted unanimously to go into closed session.

At 5:26 p.m., Chairman Tews called the closed session to order. Present were all Board members, Administrator Sturgell, Clerk Backman, Comm. Dev. Dir. Dearborn, Finance Dir. Piergrossi, Attorney Koehler. The Developer's Agreement for Red Tail Crossing and the Letter of Credit were discussed along with options presented to the Commission.

At 6:00 p.m., MOTION: Youngquist/Ziegler to reconvene into open session pursuant to WI Stat. 19.85(2), to act on any business discussed in closed session.

a) Action on Modification to the Red Tail Crossing Subdivision Developer's Agreement

After discussion in closed session, Attorney Koehler read a list of proposed conditions to be met by the developer of Red Tail Crossing Subdivision:

- Four (4) lots will be pledged as a lean against the first mortgage;
- Assessment leans will be split on all outstanding lots, in equal amounts;
- Interest rate is continued at 5.67% for three (3) years 2010, 2011, and 2012;
- \$5,000 must be paid by Jan. 8 of each year for 2010, 2011 and 2012, and if not paid by year end of 2012, the balance will be imposed on these properties' tax bills;
- All real estate taxes would be brought current.

Attorney Koehler further stated if the Commissioners agree to all of the above provisions, he will prepare a draft agreement for the developer in an attempt to resolve this issue. If all of the above provisions are agreed to be met by the developer, the Town will release the Letter of Credit.

MOTION: Youngquist/Ziegler to work out an agreement with the owner of Red Tail Crossing in accordance with the terms the Town Attorney has outlined; and any final agreement is to be reviewed by the Town Attorney. On roll call, all Board members voted YES to all conditions as stated above. Motion carried.

#### 11. Adjourn

At 6:04 p.m., MOTION: Youngquist/Hanson to adjourn. Motion carried.

Respectfully submitted,

Karen Backman, Secretary

*Note: These minutes are not to be considered official until acted upon at an upcoming regular meeting, therefore, are subject to revision.*

**- PROPOSED MINUTES -**

**WAVERLY SANITARY DISTRICT**

**December 8, 2009**

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

The meeting was called to order at 8:30 a.m. by Commissioner Helcin.

Present: Commissioner Helcin (WCH)	System Operator Krueger (RWK)
Commissioner Fulcer (LJF)	System Operator VanZeeland (TGV)
Commissioner Sambs (MLS)	System Operator Dornfeld (DWD)
Engineer Siewert (MSS)	Office Mgr. Girdley (CMG)
	Admin. Asst. Hallock (SAH)

Approval/acceptance of the 11/10, and 11/11/09 Meeting Minutes was accomplished with LJF's motion and MLS' second. Motion carried 3-0.

Receipt acknowledgement and approval of the November 2009 Financial and Budget Comparison Reports was accomplished with 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**

**Kimberly-Clark Additional Building Water/Sanitary Service – Project status report**  
CMG reported this project is complete.

**--Receipt status of req'd acceptance items -- Record Drawings/Connection Fee and Final Quantities & Costs**

CMG reported the record drawings and final quantities and costs have been received, and K-C has paid the connection fee to WSD. The \$4,740 water facilities connection fee received from K-C was split equally between developers Mike Krueger and Todd Platt. Krueger thought if K-C reimbursed WSD for 25' of water main frontage he would receive a larger reimbursement. The way the reimbursement was done was more appropriate and far more advantageous to Krueger and Platt. WSD will retain the \$6,740 sewer portion of the sewer facilities connection fee. RWK reported the 12/7/09 manhole inspections revealed one leaking manhole and one loose chimney seal requiring repair.

**--Project acceptance contingent upon receipt of final engineering invoice**

CMG recommended project acceptance contingent upon receipt/payment of the final \$951 engineering invoice and completion of the manhole repairs stated above.

MLS motioned/LJF seconded project approval as stated above. Motion carried 3-0.

**WAVERLY SANITARY DISTRICT**

December 8, 2009

Page 2

**COMMUNITIES/CUSTOMERS/SERVICE CONCERNS - CONTINUED****Rock II LLC (Waverly Beach Sports Bar) Road Reservation – Utility easement receipt status**

CMG reiterated that SCM contacted Attorney Frassetto after WSD's 9/15/09 meeting and was informed the utility easement has been provided to Rock II LLC for signatures. Frassetto will provide the signed easement to CJH when the easement is returned to Frassetto. Frassetto has not responded to SCM's recent contact attempts to question the easement status. The utility easement is a separate issue from the TOH's Road Reservation Discontinuance issue and can be addressed separately.

**OLD BUSINESS****- Water Sample Tests' Results**

RWK reported all five tests, two taken 11/9/09 and three taken 11/23/09, were determined as safe by the State of Wisconsin. (Attachment #1, pp. 1-5)

**- VHE II-5 Water Main Extension – Water main easement recording/receipt status****– Project acceptance action (based on easement receipt)**

CMG stated the formal water main easement was signed by WCH and notarized by CMG on 10/29/09. The Executed original and a \$21.00 check for recording costs were provided to SCM for delivery to VHE II-5. The recorded easement document remains outstanding. CMG recommended project acceptance contingent upon receipt of the recorded easement.

LJF motioned/MLS seconded project acceptance as stated above. Motion carried 3-0.

**- Meter Station Land Purchase****\*\* Quit Claim Deed (amended) from VHE II-5 to WSD receipt (Exhibit A-Purchase Agreement)**

CMG stated the Quit Claim Deed provided at the 11/11/09 closing is attached to the Exhibit A – Purchase Agreement. The 11/11/09 closing occurred at WSD and was attended by Attorney Haupt, WCH, CMG, and SCM.

**\*\* CSM recording/receipt status**

CMG reported the signed CSM was recorded before the closing date.

**\*\* Meter Station site parcel closing – November 11, 2009 // Title Letter Report status**

**Purchase Agreement Expenses: Land purchase price--\$23,000.00**

**CSM related costs----\$ 2,000.00**

**Water main upsizing--\$10,460.65**

CMG stated the above purchase agreement expense amounts were issued from WSD to VHE II-5 at the November 11, 2009 closing. The partial mortgage release was signed at closing but has not been recorded as of the 12/8/09 meeting date. CJH cannot complete the Title Letter Report until the mortgage release is recorded. Attorney Ben Haupt has not responded to CMG's E-mails regarding the mortgage release status.

**WAVERLY SANITARY DISTRICT**

December 8, 2009

Page 3

**OLD BUSINESS – CONTINUED**

- **Water Metering Station – current construction status discussion**  
RWK stated block installation began 12/7/09. Mary Jo Miller from M&E informed CMG the electric installation will begin 12/8/09 and has a projected completion date of 12/29/09.
  
- **Road Access Development Agreement – Status discussion**  
CMG reiterated contact was made with the TOH of WSD's 11/2/09 special meeting approval of the Draft Agreement. The TOH will issue the final Agreement to all parties for signature execution when verbal approvals from VHE II-5 and Jerome Uitenbroek have been received. As of the 12/8/09 meeting, VHE II-5 and Uitenbroeks' signatures remain outstanding.

**GENERAL CONSTRUCTION STATUS (INDIVIDUAL PROJECTS)**

- **Woodland Hills Heights – Project status report**  
MSS stated Bowers is in the process of clearing trees and anticipates the project will begin soon. A pre-con meeting has not been scheduled. The executed Waiver of Assessment was received on 2/9/09.
  
- **Birling Court Extension (Andrysczyk) – Project status report**  
M&E/WSD have not received contact/information regarding this project since WSD's 11/10/09 meeting. The executed Waiver of Assessment was received from SCM on 12/13/07.
  
- **Lake Park Condominiums – Project status report**  
M&E/WSD have not received contact/information regarding this project since WSD's 11/10/09 meeting. The executed Waiver of Assessment was received from SCM on 9/12/06.
  
- **Outagamie LLC Future Development – Project status report (18 acres)**  
**Location: North of Woodland Terrace and south of Manitowoc Rd.**  
M&E/WSD have not received contact/information regarding this project since WSD's 11/10/09 meeting. Ament's year 2008 water main assessment payment remains outstanding. The signed Waiver of Assessment was received 1/24/06.

**NEW BUSINESS**

- **Establish the January Meeting Date – Tuesday, January 12, 2010 (8:30 a.m.) District Office**  
Tuesday, January 12, 2010 at 8:30 a.m. was established as the January meeting date/time. The meeting will be held at the District's office.

**WAVERLY SANITARY DISTRICT**

December 8, 2009

Page 4

**OFFICE REPORT** (Attachment #2, pp. 1-11)

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

- **Annexation Status Report:** Brian Wruck - N8526 North Shore Rd // Menasha, WI 54952 (Assessment Payments) Wendy Bennett - W7096 Plank Rd // Menasha, WI 54952  
CMG reported WSD received the recorded documents for both properties. Wruck paid his assessment reimbursement to WSD, and developer reimbursement from WSD to Mike Krueger and Todd Platt has occurred. Wruck's water/sewer connection occurred 10/20/09. Bennett has until 12/1/09 to pay her assessment reimbursement. Bennett's assessment reimbursement remains outstanding. Bennett informed CMG she and her brother would issue a check to WSD the week of 12/7/09. WSD will retain the assessment reimbursement from Bennett because WSD funded the facilities extensions in that area during the 1992 Stacker Plat project.

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

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

RWK reported the water was abandoned at the curbstop and the sewer in the lot located at W6505 Manitowoc Rd. This was the Reetz property recently purchased jointly by Calumet Co. and TOH for a future round-a-bout. WSD will provide written notification to the County (cc: TOH/COM) requesting acknowledgement that the water/sanitary sewer abandonment in the road remains outstanding and will be required when the proposed round-a-bout installation occurs. The abandonment costs will be included as part of the project when the round-a-bout project is placed for bids.

RWK also reported the LS #2 Flygt pump cords failed and required replacement. The invoice remains outstanding.

RWK recently provided the addresses of WSD customers utilizing grease traps to MCO. MCO will perform the required yearly inspections and will provide the inspection results to WSD. WSD is responsible for providing the inspection results to the DNR by 1/31/10.

A meeting with RWK/Hydro Designs is scheduled the week of December 14, 2009. Hydro Designs will soon be starting WSD's required back flow testing.

**OTHER BUSINESS TO LEGALLY COME BEFORE THE COMMISSION****District Holiday Hours - Discussion // Commission approval**

The Commission approved WSD be closed 12/23, 24, 25/09 for the Christmas holiday and 12/31/09 and 1/1/10 for the New Year holiday.

Since there wasn't any other business to legally come before the Commission, LJF motioned/MLS seconded meeting adjournment.

Meeting adjourned at 8:50 a.m.

Submitted by Susan A. Hallock

CITY OF MENASHA  
COMMON COUNCIL  
Third Floor Council Chambers  
140 Main Street, Menasha  
Monday, January 4, 2010  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Ald. Englebert, Benner, Roush, Taylor, Wisneski, Pack, Hendricks, Zelinski  
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Stanke, FC Auxier, DPW Radtke, CDD Keil,  
C/T Stoffel, PRD Tungate, PHD Nett, Clerk Galeazzi, and the Press

D. PUBLIC HEARING

None

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

(five (5) minute time limit for each person)  
No one spoke.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

1. Clerk Galeazzi - the following minutes and communications have been received  
and placed on file:

Minutes to receive:

- a. Administration Committee, 12/21/09
- b. Board of Public Works, 12/21/09
- c. Library Board, 12/17/09
- d. NM Fire Rescue; Finance & Personnel Committee, 12/15/09
- e. NM Fire Rescue; Joint Fire Commission, 12/16/09
- f. Personnel Committee, 12/21/09
- g. Plan Commission, 12/22/09
- h. Safety Committee; City Hall, 11/5/09
- i. Safety Committee; Public Works/Parks, 11/24/09

Communications:

- j. Public Service Commission of Wisconsin; Prehearing Conference Memo, Application of the City of Menasha and WPPI Energy for Approval of the Sale and Leaseback of Certain Electric Utility Facilities
- k. US Dept. of the Army, 12/18/09; Conference call regarding the Lake Winnebago drawdown strategy

Ald. Hendricks: Minutes C (Library Board), Library staff salary increases; other City employees receiving less. Mayor Merkes will ask LD Saecker to speak at next meeting.

G. CONSENT AGENDA

(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action in the "Items removed from the Consent Agenda" section. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)

Minutes to approve:

1. Common Council, 12/21/09
2. Special Joint Common Council & Menasha Electric & Water Utility Commission, 12/21/09

Administration Committee, 12/21/09 – Recommends Approval of:

3. 2010 Impound Agreement between City of Menasha and Fox Valley Humane Association
4. Pitney Bowes Mailing System Rental Agreement
5. Listing Agreements with Bomier Properties for City owned Commercial Properties at Midway Business Park and Province Terrace.

Board of Public Works, 12/21/09 – Recommends Approval of:

6. Proposal from Kaempfer & Associates for Engineering Services for Sewer User Charge Update

Ald. Roush requested Item 5 be removed from Consent Agenda.

Moved by Ald. Hendricks, seconded by Ald. Wisneski to approve Items 1-4 & 6 of Consent Agenda.

Motion carried on roll call 8-0.

DRAFT

H. ITEMS REMOVED FROM CONSENT AGENDA

Moved by Ald. Roush, seconded by Ald. Benner to refer item 5 (Listing Agreement) back to Administration Committee.

Discussion ensued on having a presentation by both Bomier Properties and Drifka Group to answer questions; need more information on their plans for marketing before making final decision.  
Ald. Roush and Benner rescinded their motion.

Moved by Ald. Benner, seconded by Ald. Roush to hold to next meeting.

I. ACTION ITEMS

1. Accounts payable and payroll for the term 12/18/09-12/31/09 in the amount of \$ 737,757.11

Moved by Ald. Wisneski, seconded by Ald. Hendricks to approve accounts payable and payroll.

Discussion/Questions on expenditures.

Motion carried on roll call 8-0.

2. Intergovernmental Indemnification Agreement between City of Menasha Police Department and Calumet County to utilize property for training purposes, and authorized signature

Moved by Ald. Wisneski, seconded by Ald. Hendricks to approve Intergovernmental Indemnification Agreement.

Discussion: PC Stanke explained the agreement is to release Calumet County on any liabilities during the training of the Police Dept. and Crisis Rescue Team on the property at W6505 Manitowoc Road. The building is scheduled to be razed in the near future.

Motion carried on roll call 8-0

J. ORDINANCES AND RESOLUTIONS

1. O-01-10 – An Ordinance related to controlled intersections (Ice Street at Second Street) (Introduced by Ald. Zelinski)

Moved by Ald. Zelinski, seconded by Ald. Pack to suspend the rules and take up O-1-10.

Motion carried on roll call 8-0.

Moved by Ald. Zelinski, seconded by Ald. Pack to adopt O-1-10

Motion carried on roll call 8-0.

K. APPOINTMENTS

None

L. CLAIMS AGAINST THE CITY

None

M. HELD OVER BUSINESS

None

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

(five (5) minute time limit for each person)

Stan Sevenich, 645 9<sup>th</sup> Street. Stop sign at Ice & First Street, 90-day trial has passed.

O. RECESS FOR ADMINISTRATION COMMITTEE AND BOARD OF PUBLIC WORKS

Moved by Ald. Englebert, seconded by Ald. Wisneski to recess at 6:35 p.m.

Motion carried on voice vote

6:52 p.m. – reconvened

P. ADJOURNMENT

Motion to Adjourn into Closed Session pursuant to Wis. Stats. §19.85(1)(e)&(g): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; and Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Lake Park Villas garage offer; Sonoco-U.S Mills vs. City of Menasha et al. LaFayette Life Insurance Co. et al. vs. City of Menasha et al., Case No. 4:09CV0064 N.D.Ind.)

Moved by Ald. Wisneski, seconded by Ald. Pack to adjourn into closed session at 6:53 p.m.

Motion carried on roll call 8-0.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk.



SURVEYOR'S CERTIFICATE

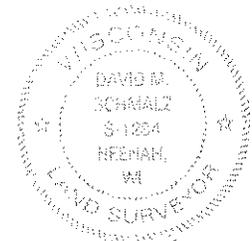
I, David M. Schmalz, Wisconsin Registered Land Surveyor S-1284, certify that I have surveyed, divided and mapped a part of the Northeast 1/4 of the Northeast 1/4, Section 11, Township 20 North, Range 17 East, Town of Menasha, Winnebago County, Wisconsin containing 58,252 square feet (1.337 acres) of land and described as follows:

Commencing at the Northeast corner of said Section 11; Thence N89°28'14"W (recorded as S89°37'08"W & S89°40'W), 60.01 feet (recorded as 60.0') along the North line of the Northeast 1/4 of said Section 11 to the Northerly extension of the West right-of-way line of Appleton Road (S.T.H. "47"); Thence S00°16'43"E (recorded as S01°11'22"E & S01°39'E), 421.31 feet (recorded as 423.5 feet) along said Northerly extension and said West right-of-way line of Appleton Road (S.T.H. "47") to the Point of Beginning; Thence N89°25'21"W (recorded as S89°40'W), 150.00 feet; Thence S00°16'43"E (recorded as S01°11'22"E & S01°39'E), 242.60 feet to the start of a 1700.08 foot radius curve to the right; Thence 145.80 feet along the arc of said curve with a chord distance of 145.76 feet which bears S02°10'42"W; Thence S89°26'22"E (recorded as N89°40'E & East), 150.33 feet to said West right-of-way line and the start of a 1850.06 foot radius curve to the left; Thence 148.03 feet along the arc of said curve with a chord distance of 147.99 feet which bears N02°00'49"E; Thence N00°16'43"W (recorded as N01°11'22"W & N01°39'W), 240.36 feet along said West right-of-way line to the Point of Beginning.

I further certify that this map is a correct representation of the exterior boundary lines of the lines of the land surveyed and the division of that land, and that I have complied with Section 236.34 of the Wisconsin Statutes, the Winnebago County and the Town of Menasha Subdivision Ordinances in surveying, dividing and mapping the same.

Given under my hand and seal this 15TH day of DECEMBER, 2009.

*David M. Schmalz*  
 David M. Schmalz, Reg. WI Land Surveyor, S-1284



LEGEND

- - 3/4" x 24" ROUND IRON REBAR WEIGHING 1.5 lbs./lineal ft. SET
- - 1" IRON PIPE FOUND
- ✦ - 3/4" ROUND STEEL REBAR FOUND
- ⊙ - CERTIFIED LAND CORNER WINNEBAGO COUNTY
- ( ) - RECORDED BEARING AND/OR DISTANCE
- S.F. - SQUARE FEET

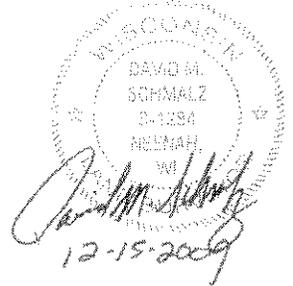
CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	1850.06'	04°35'04"	147.99'	N 02°00'49" E	148.03'
C2	1700.08'	00°02'07"	1.05'	S 04°37'03" W	1.04'
C3	1700.08'	04°52'43"	144.71'	S 02°09'38" W	144.76'
C4	1700.08'	04°54'50"	145.76'	S 02°10'42" W	145.80'

CERTIFICATE OF PLANNING AGENCY:

Pursuant to the Land Subdivision Requirements of Winnebago County, Wisconsin, all the requirements for approval have been fulfilled. This minor Subdivision was approved by the Winnebago County Planning and Zoning Committee.

\_\_\_\_\_  
 Authorized Signature Date

\_\_\_\_\_  
 Printed Name Date



-THIS CSM IS ALL OF TAX PARCEL No.s: 008033701 & 008033703

-THE PROPERTY OWNERS OF RECORD ARE: A&W RESTAURANTS, INC & 1151 MIDWAY ROAD, LLC

-THIS PROPERTY IS CONTAINED WHOLLY WITHIN LANDS DESCRIBED IN DOCUMENT No.s 1485049 & 1315352

CERTIFICATE OF TREASURERS

I, being the duly elected, qualified and acting Treasurer, do hereby certify that in accordance with the records in my office there are no un-paid taxes or un-paid special assessments on any of the lands included in this Certified Survey Map as of:

\_\_\_\_\_  
 Town Treasurer Date  
 Myra Piergrossi

\_\_\_\_\_  
 County Treasurer Date  
 Mary Krueger

CERTIFICATE OF TOWN BOARD

We hereby certify that the Town of Menasha Board of Supervisors adopted Resolution No. \_\_\_\_\_ at the regular meeting of \_\_\_\_\_ approving the Certified Survey Map with/without conditions as stated in the resolution.

\_\_\_\_\_  
 Town Chairperson Date  
 Arden Tews

\_\_\_\_\_  
 Town Clerk Date  
 Karen J. Backman

COMMON COUNCIL RESOLUTION

Resolved, this Certified Survey Map is hereby approved by the City of Menasha Common Council on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Mayor Dated  
 Donald Merkes

\_\_\_\_\_  
 City Clerk Dated  
 Deborah Galeazzi



## CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 1/7/10-1/14/10 Checks # 23963-24104	\$7,318,209.04
Payroll Checks for 1/7/10-1/14/10	<u>168,224.00</u>
Total	\$7,486,433.04

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

\*\*A gap in check numbers is due to more invoices being paid than fits on one check stub. In that case the last check stub used for that vendor is the check number that will show on the check register.

**AP Check Register**  
**Check Date: 1/7/2010**

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
AIRGAS NORTH CENTRAL	23963	1/7/2010	105160040	100-0703-553.30-15	188.97	188.97 OXYGEN/ARGON CYL
			Total for check: 23963		<u>188.97</u>	
AVASTONE TECHNOLOGIES LLC	23964	1/7/2010	110777-A	100-0403-513.34-02	1,900.00	1,900.00 TRAINING BLOCK
			Total for check: 23964		<u>1,900.00</u>	
LARRY BONNEVILLE	23965	1/7/2010	123009	100-0801-521.19-03	169.99	169.99 UNIFORM ALLOWANCE
			Total for check: 23965		<u>169.99</u>	
BUBRICK'S	23966	1/7/2010	287481	100-0801-521.30-10	213.45	213.45 OFFICE SUPPLIES
		1/7/2010	287911	100-0801-521.30-10	21.07	21.07 POST IT NOTES
			Total for check: 23966		<u>234.52</u>	
SYLVIA BOLL	23967	1/7/2010	123109	100-0920-531.33-01	41.40	41.40 MILEAGE
			Total for check: 23967		<u>41.40</u>	
CASPERS TRUCK EQUIPMENT INC	23968	1/7/2010	42184	731-1022-541.38-03	(216.69)	(216.69) MOTOR CREDIT
		1/7/2010	42392	731-1022-541.38-03	433.38	433.38 MOTOR
			Total for check: 23968		<u>216.69</u>	
COMMON SENSE SOLUTIONS LLC	23969	1/7/2010	122209	100-0403-513.21-04	8.80	8.80 PROFESSIONAL SERVICES
			Total for check: 23969		<u>8.80</u>	
CUMMINS NPOWER LLC	23970	1/7/2010	802-90658	731-1022-541.38-03	821.37	821.37 TURBO B SERIES
		1/7/2010	802-90664	731-1022-541.38-03	(82.50)	(82.50) TURBO B SERIES
			Total for check: 23970		<u>738.87</u>	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
VALERIE DAVIS	23971	1/7/2010	110209	100-09003-531.33-01	29.32	MILEAGE
			Total for check: 23971		29.32	
ENTERPRISE SYSTEMS GROUP	23972	1/7/2010	S033618-IN	100-0601-521.24-03	375.00	LABOR
			Total for check: 23972		375.00	
FASTENAL COMPANY	23973	1/7/2010	WINEE49708	100-0704-552.82-02	42.30	STOCK SUPPLIES
			Total for check: 23973		42.30	
FORCE AMERICA INC	23974	1/7/2010	02096047	731-1022-541.38-03	184.72	CABLES
			Total for check: 23974		184.72	
FOX EXCAVATING LLC	23975	1/7/2010	1150	100-0000-201.03-00	6,000.00	DEMO HOUSE AND GARAGE
			Total for check: 23975		6,000.00	
FOX STAMP SIGN & SPECIALTY	23976	1/7/2010	178705	100-0401-513.30-10	18.23	INK PADS
			Total for check: 23976		18.23	
FOX VALLEY HUMANE ASSOCIATION	23977	1/7/2010	121509	100-0806-532.25-01	1,660.86	ANIMALS HANDLED
			Total for check: 23977		1,660.86	
FOX VALLEY TRUCK	23978	1/7/2010	486459	731-1022-541.38-03	94.04	HOUSING/MIR GLASS
		1/7/2010	486507	731-1022-541.38-03	226.70	MIRROR
		1/7/2010	486514	731-1022-541.38-03	(94.04)	MIR GLASS/HOUSING CREDIT
			Total for check: 23978		226.70	
GANNETT WISCONSIN MEDIA	23979	1/7/2010	0004497153	100-0405-513.29-02	636.61	LEGAL NOTICES
			Total for check: 23979		636.61	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
GOVERNMENT FINANCE OFFICERS	23980	1/7/2010	23004	100-0401-513.32-01	190.00	MEMBERSHIP RENEWAL T STOFFEL
			<b>Total for check: 23980</b>		<b>190.00</b>	
DENA HACKMASTER	23981	1/7/2010	010510	822-0413-554.30-16	250.00	HATTIE MINOR SCHOLARSHIP
			<b>Total for check: 23981</b>		<b>250.00</b>	
JILL HACKMASTER	23982	1/7/2010	010510	822-0413-554.30-16	250.00	HATTIE MINOR SCHOLARSHIP
			<b>Total for check: 23982</b>		<b>250.00</b>	
HEMOCUE INC	23983	1/7/2010	1014090	100-0905-531.30-18	152.00	CUVETTES
			<b>Total for check: 23983</b>		<b>152.00</b>	
HOME DEPOT CREDIT SERVICES	23984	1/7/2010	7096386	100-0920-531.24-03	15.99	DOOR STOP
			<b>Total for check: 23984</b>		<b>15.99</b>	
INTERNATIONAL ASSOCIATION OF CHIEFS	23985	1/7/2010	427985	100-0801-521.32-01	120.00	ACTIVE MEMBER DUES R STANKE
			<b>Total for check: 23985</b>		<b>120.00</b>	
INTERSTATE BATTERY OF GREEN BAY	23986	1/7/2010	GD3190	100-0801-521.30-18	109.78	7.2V NIMH CELLS
			<b>Total for check: 23986</b>		<b>109.78</b>	
JX ENTERPRISES INC	23987	1/7/2010	D293480121	731-1022-541.38-03	16.12	POWER STERR ELEMENT
		1/7/2010	D293480124	731-1022-541.38-03	131.61	FILTER REPLACEMENT
			<b>Total for check: 23987</b>		<b>147.73</b>	
LOCAL GOVERNMENT PROPERTY INS FUND	23988	1/7/2010	20439	733-0206-512.51-03	6,433.00	PREMIUM NOTICE
			<b>Total for check: 23988</b>		<b>6,433.00</b>	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
LOGIN/IACP NET	23989	1/7/2010	13216	100-0801-521.22-01	800.00	ANNUAL FEE
	Total for check: 23989					<u>800.00</u>
LOWE'S BUSINESS ACCOUNT	23990	1/7/2010	01911	100-0704-552.30-18	198.40	STYROFOAM
	17429	1/7/2010	17429	100-0702-552.30-18	(12.25)	TAX CREDIT
	Total for check: 23990					<u>186.15</u>
MANAWA TELEPHONE CO	23991	1/7/2010	JAN2010	100-0403-513.22-01	39.95	INTERNET CHARGES
	Total for check: 23991					<u>39.95</u>
MATTHEWS TIRE & SERVICE CENTER	23992	1/7/2010	32074	731-1022-541.38-02	51.99	TIRE CHAINS
	32140	1/7/2010	32140	731-1022-541.38-02	89.00	TIRE CHAINS
	Total for check: 23992					<u>140.99</u>
MCNEILUS TRUCK & MFG COMPANY	23993	1/7/2010	1195563	731-1022-541.38-03	237.88	BELTS/BUCKLES/STRAPS
	Total for check: 23993					<u>237.88</u>
MENASHA EMPLOYEES CREDIT UNION	23994	1/7/2010	20100107	100-0000-202.05-00	2,112.00	PAYROLL SUMMARY
	Total for check: 23994					<u>2,112.00</u>
MENASHA EMPLOYEES LOCAL 1035	23995	1/7/2010	20100107	100-0000-202.06-00	270.00	PAYROLL SUMMARY
	Total for check: 23995					<u>270.00</u>
POSTMASTER	23996	1/7/2010	122809	100-0920-531.30-11	48.00	NEWSLETTER POSTAGE JANUARY 2010
	Total for check: 23996					<u>48.00</u>
POSTMASTER	23997	1/7/2010	P139	100-1001-514.30-11	185.00	BUSINESS MAIL PERMIT
	Total for check: 23997					<u>185.00</u>

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MENASHA TREASURER	23998	1/7/2010	PETTYCASH	100-0202-512.34-02	20.00	PETTY CASH
				100-0203-512.30-11	33.80	PETTY CASH
				100-0401-513.30-11	0.44	PETTY CASH
				100-0903-531.30-11	6.94	PETTY CASH
				100-0910-531.30-10	13.15	PETTY CASH
				100-0910-531.30-18	20.68	PETTY CASH
				100-1002-541.30-11	0.78	PETTY CASH
				100-0903-531.33-01	8.09	PETTY CASH
				100-0910-531.33-01	5.50	PETTY CASH
MENASHA UTILITIES	23999	1/7/2010	003397	625-0401-513.25-01	1,050.19	NOV 09 STORM WATER FEES
				601-1021-543.25-01	21,644.89	NOV 09 SEWER FEES
N&M AUTO SUPPLY	24000	1/7/2010		731-1022-541.38-03	24.79	HEADLIGHT SWITCH
				731-1022-541.38-03	377.58	ALTERNATOR
				731-1022-541.38-03	25.14	TURN SIGNAL LAMP
				731-1022-541.38-03	85.49	WIPER MOTOR
				731-1022-541.30-18	46.90	WHITE GREASE CARTRIDGE
				731-1022-541.38-03	106.51	FILTER/BRAKE CONTROL
				731-1022-541.38-03	381.95	STARTER SOLENOID
NEENAH-MENASHA SEWERAGE COMMISSION	24001	1/7/2010	2010-002	601-1021-543.25-01	54,532.05	WASTEWATER TREATMENT JANUARY 2010
				601-1021-543.25-01	12,268.00	INTEREST JANUARY 2010
NOFFKE LUMBER INC	24002	1/7/2010	091220523643	100-0703-553.24-03	670.91	TRIM BOARDS
				091220820409	843.94	RAILING KITS

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
NOFFKE LUMBER INC...	24002...	1/7/2010	091220820517	100-0703-553.30-18	33.42	LUMBER
			Total for check: 24002		1,548.17	
NPELRA	24003	1/7/2010	20101068	100-0202-512.32-01	160.00	ANNUAL MEMBERSHIP DUES PAMELA CAPTAIN
			Total for check: 24003		160.00	
OFFICE DEPOT	24004	1/7/2010	511233	100-0201-512.30-10	263.58	OFFICE SUPPLIES
				100-0202-512.30-10	58.11	OFFICE SUPPLIES
				100-0203-512.30-10	6.29	OFFICE SUPPLIES
				100-0702-552.30-10	11.55	OFFICE SUPPLIES
				100-0304-562.30-10	43.57	OFFICE SUPPLIES
				100-1002-541.30-10	62.97	OFFICE SUPPLIES
				100-1001-514.30-10	24.24	OFFICE SUPPLIES
			100-0920-531.30-10	99.65	OFFICE SUPPLIES	
			Total for check: 24004		569.96	
PACKER CITY INTERNATIONAL	24005	1/7/2010	3293450085	731-1022-541.38-03	52.89	FILTER STOCK
			3293490010	731-1022-541.38-03	59.01	FAN
			Total for check: 24005		111.90	
PONTEM SOFTWARE BY RIA	24006	1/7/2010	35767	100-0403-513.24-04	987.00	ANNUAL SUPPORT FEE CEMETERY SOFTWARE
			Total for check: 24006		987.00	
POSTAL ANNEX	24007	1/7/2010	155909	100-0801-521.30-11	6.94	POSTAGE
			155939	100-0801-521.30-11	6.94	POSTAGE
			156221	100-0801-521.30-11	6.94	POSTAGE
			157292	100-0801-521.30-11	6.94	POSTAGE
			157337	100-0801-521.30-11	8.13	POSTAGE
			157349	100-0904-531.30-11	3.46	POSTAGE
		Total for check: 24007		39.35		

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
RADIOHACK CORPORATION	24008	1/7/2010	270225	100-0703-553.24-02	60.97	60.97 HART SHELTER SUPPLIES
	Total for check: 24008				<u>60.97</u>	
ROLAND MACHINERY EXCHANGE	24009	1/7/2010	21054591	731-1022-541.38-03	52.98	52.98 VOLT CAB FAN
	Total for check: 24009				<u>52.98</u>	
LAUREN SCHULTZ	24010	1/7/2010	010409	822-0413-554.30-16	250.00	250.00 HATTIE MINOR SCHOLARSHIP
	Total for check: 24010				<u>250.00</u>	
SHERWIN INDUSTRIES INC	24011	1/7/2010	SS035803	100-1008-541.30-15	2,075.47	2,075.47 SIGN STAND
	Total for check: 24011				<u>2,075.47</u>	
SUNGARD PUBLIC SECTOR INC	24012	1/7/2010	13061	100-0403-513.21-04	2,438.00	2,438.00 MAINTENANCE JANUARY 1-31-2010
	Total for check: 24012				<u>2,438.00</u>	
SUPERIOR CHEMICAL CORP	24013	1/7/2010	12759	731-1022-541.38-03	114.95	114.95 GEAR LUBE
	Total for check: 24013				<u>114.95</u>	
SWIDERSKI EQUIPMENT INC	24014	1/7/2010	IF00590	731-1022-541.38-03	48.98	48.98 TOP LINK
	1/7/2010	IF00593	731-1022-541.38-03	10.00	10.00 TOP LINK	
	Total for check: 24014				<u>58.98</u>	
UNIFIRST CORPORATION	24015	1/7/2010	097 0057975	731-1022-541.20-01	100.68	100.68 MAT/MOP/CLOTHING SERVICE
	Total for check: 24015				<u>100.68</u>	
US CELLULAR	24016	1/7/2010	200267787-070	100-0101-511.22-01	46.57	46.57 CELL PHONES
				100-0201-512.22-01	67.13	67.13 CELL PHONES
				100-0401-513.22-01	11.85	11.85 CELL PHONES
				100-1019-552.22-01	38.27	38.27 CELL PHONES

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
US CELLULAR...	24016...	1/7/2010...	200267787-070...	100-0403-513.22-01	113.55	CELL PHONES
				601-1020-543.22-01	4.85	CELL PHONES
				100-1001-514.22-01	53.86	CELL PHONES
				100-0601-551.22-01	8.41	CELL PHONES
				100-0801-521.22-01	546.31	CELL PHONES
				100-0919-531.22-01	49.38	CELL PHONES
				100-0904-531.22-01	36.64	CELL PHONES
				100-1002-541.22-01	86.00	CELL PHONES
				100-0702-552.22-01	27.08	CELL PHONES
				100-0703-553.22-01	151.88	CELL PHONES
				100-0304-562.22-01	17.17	CELL PHONES
				731-1022-541.22-01	110.61	CELL PHONES
				100-1008-541.22-01	7.52	CELL PHONES
			601-1020-543.22-01	4.85	CELL PHONES	
			<b>Total for check: 24016</b>	<b>1,381.93</b>		
VARITECH INDUSTRIES INC	24017	1/7/2010	117160	731-1022-541.38-03	445.71	FLEX COUPLER/PUMP
			<b>Total for check: 24017</b>		<b>445.71</b>	
WAUSAU EQUIPMENT COMPANY INC	24018	1/7/2010	137286	100-1006-541.30-18	304.34	SPRINGS
			<b>Total for check: 24018</b>		<b>304.34</b>	
WE ENERGIES	24019	1/7/2010	121809	100-1012-541.22-03	2,058.87	STREET LIGHTS
		1/7/2010	122209	100-0703-553.22-03	35.86	MENASHA CONSERVANCY HWY 10 & 114
			<b>Total for check: 24019</b>		<b>2,094.73</b>	
WERNER ELECTRIC SUPPLY CO	24020	1/7/2010	S289939.001	100-0000-132.00-00	282.18	BULBS
			<b>Total for check: 24020</b>		<b>282.18</b>	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description	
WISCONSIN ALLIANCE OF CITIES	24021	1/7/2010	010110	100-0101-511.32-01	2,371.00		
				Total for check: 24021	2,371.00		
WISCONSIN CHIEFS OF POLICE ASSN INC	24022	1/7/2010	010110	100-0801-521.32-01	100.00	MEMBERSHIP DUES	
				Total for check: 24022	100.00		
WISCONSIN DEPT OF REVENUE	24023	1/7/2010	120409	100-0402-513.25-01	7,594.46	MANUFACTURING PROP ASSMNT	
				Total for check: 24023	7,594.46		
WISCONSIN DEPT OF TRANSPORTATION	24024	1/7/2010	L03954	100-1003-541.82-02	149.97	STATE PROJ 4065-12-21	
				L03955	100-1003-541.82-02	118.30	STATE PROJ 4065-13-21
				L03956	100-1003-541.82-02	74,596.87	STATE PROJ 4065-13-71
				Total for check: 24024	74,865.14		
WISCONSIN FBI NATIONAL ACADEMY	24025	1/7/2010	010110	100-0801-521.32-01	75.00	ASSOCIATION DUES	
				Total for check: 24025	75.00		
WISCONSIN SUPPORT COLLECTIONS	24026	1/7/2010	20100107	100-0000-202.03-00	440.23	PAYROLL SUMMARY	
				Total for check: 24026	440.23		
WMCA DISTRICT VI	24027	1/7/2010	2010-666	100-0203-512.32-01	90.00	MEMBERSHIP DUES GALEAZZI/SEWALL	
				Total for check: 24027	90.00		
					<b>213,627.45</b>		

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
A&B TREE SERVICE &	24028	1/14/2010	010610	263-0306-562.70-01	315.00	CDBG REHAB PROGRAM 968 HARDING ST
			<b>Total for check: 24028</b>			<b>315.00</b>
ACTION SPORTS	24029	1/14/2010	010710	100-0703-553.24-02	80.85	SNOWBELTS
			<b>Total for check: 24029</b>			<b>80.85</b>
AIRGAS NORTH CENTRAL	24030	1/14/2010	105183377	731-1022-541.21-06	700.96	EXTINGUISHER MAINTENANCE
			105183378	100-0703-553.24-02	63.70	EXTINGUISHER MAINTENANCE BARKER PARK
			105183379	100-0704-552.24-02	45.00	EXTINGUISHER MAINTENANCE JEFFERSON PARK POOL
			105183380	100-0703-553.24-02	175.60	EXTINGUISHER MAINTENANCE 640 KEYES ST
			105183381	100-0703-553.24-02	45.00	EXTINGUISHER MAINTENANCE JEFFERSON PARK
			105183382	100-0703-553.24-02	45.00	EXTINGUISHER MAINTENANCE SMITH PARK
			105183383	207-0707-552.24-02	45.00	EXTINGUISHER MAINTENANCE MARINA
			105183384	100-0701-533.24-02	45.00	EXTINGUISHER MAINTENANCE RESTHAVEN
			105183385	100-0703-553.24-02	45.00	EXTINGUISHER MAINTENANCE HART PARK
			105183386	100-0703-553.24-02	45.00	EXTINGUISHER MAINTENANCE CLOVIS PARK
			105183387	100-0703-553.24-02	45.00	EXTINGUISHER MAINTENANCE KOSLO PARK
			105183388	100-0703-553.24-02	45.00	EXTINGUISHER MAINTENANCE SHEPARD PARK
<b>Total for check: 24030</b>			<b>1,345.26</b>			
APPLETON HYDRAULIC COMPONENTS	24031	1/14/2010	18627	731-1022-541.29-04	846.14	INSPECT WING PLOW CYL
			18656	731-1022-541.29-04	185.50	INSPECT CONTROL VALVE
			18661	731-1022-541.29-04	2,185.28	TELESCOPIC CYL REPAIR
<b>Total for check: 24031</b>			<b>3,216.92</b>			
APPLETON SCHOOL DISTRICT	24032	1/14/2010	TAXES	100-0000-203.05-00	657,353.92	2009/2010 TAX COLLECTION
			<b>Total for check: 24032</b>			<b>657,353.92</b>
AT&T	24033	1/14/2010	920R09453001	601-1020-543.22-01	292.50	MONTHLY SERVICE JAN 4-FEB 3

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
AT&T...	24033...	1/14/2010...	920F09453001...	100-1001-514.22-01	113.90	MONTHLY SERVICE JAN 4-FEB 3
			<b>Total for check: 24033</b>		<b>406.40</b>	
BATTERY HUB	24034	1/14/2010	8298	731-1022-541.30-18	23.52	AAA 1.5V BULK
			<b>Total for check: 24034</b>		<b>23.52</b>	
BERGSTROM	24035	1/14/2010	CTCB828113	733-0206-512.73-01	2,176.93	VEHICLE REPAIR
			<b>Total for check: 24035</b>		<b>2,176.93</b>	
BRAZEE ACE HARDWARE	24036	1/14/2010	007602	731-1022-541.30-13	6.99	BROOM
			<b>Total for check: 24036</b>		<b>6.99</b>	
CALLUMET COUNTY TREASURER	24037	1/14/2010	TAXES	100-0000-203.01-00	471,269.46	2009/2010 TAX COLLECTION
				100-0000-203.08-00	20,865.06	2009/2010 TAX COLLECTION
			<b>Total for check: 24037</b>		<b>492,134.52</b>	
CASCADE ENGINEERING	24038	1/14/2010	10170002	266-1027-543.30-15	22,655.06	RECYCLE CARTS
		1/14/2010	10170003	266-1027-543.30-15	22,305.06	RECYCLE CARTS
		1/14/2010	10170015	266-1027-543.30-15	22,305.06	RECYCLE CARTS
		1/14/2010	10170018	266-1027-543.30-15	22,305.06	RECYCLE CARTS
		1/14/2010	10170035	266-1027-543.30-15	22,305.06	RECYCLE CARTS
		1/14/2010	10170055	266-1027-543.30-15	22,305.06	RECYCLE CARTS
		1/14/2010	10170060	266-1027-543.30-15	22,305.06	RECYCLE CARTS
		1/14/2010	10170103	266-1027-543.30-15	22,305.06	RECYCLE CARTS
		1/14/2010	10170104	266-1027-543.30-15	22,305.06	RECYCLE CARTS
		1/14/2010	10170108	266-1027-543.30-15	22,305.06	RECYCLE CARTS
			<b>Total for check: 24038</b>		<b>223,400.60</b>	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CDW GOVERNMENT INC	24039	1/14/2010	RGF4583	100-0403-513.30-15	1,112.07	LCD DISPLAYS
				<b>Total for check: 24039</b>	<b>1,112.07</b>	
COMMON SENSE SOLUTIONS LLC	24040	1/14/2010	121909	100-0403-513.21-04	5,000.00	PROFESSIONAL SERVICES JAN1-DEC 31, 2010
				100-0403-513.34-02	3,000.00	PROFESSIONAL SERVICES JAN1-DEC 31, 2010
				<b>Total for check: 24040</b>	<b>8,000.00</b>	
CONFIDENTIAL ASSISTANCE PROGRAM	24041	1/14/2010	2010-05	100-0202-512.21-05	2,790.00	ANNUAL EAP BILLING
				<b>Total for check: 24041</b>	<b>2,790.00</b>	
CRI RECYCLING SERVICE INC	24042	1/14/2010	23656	266-1027-543.21-06	420.00	GRANULAR DRUM & RECYCLING
				<b>Total for check: 24042</b>	<b>420.00</b>	
DASH MEDICAL GLOVES INC	24043	1/14/2010	INV465764	100-0910-531.30-18	36.90	VINYL GLOVES
				<b>Total for check: 24043</b>	<b>36.90</b>	
DAVID VAN LINN	24044	1/14/2010	VANLINN	100-1006-541.30-18	50.00	MAILBOX DAMAGE REIMBURSE 206 WATER ST
				<b>Total for check: 24044</b>	<b>50.00</b>	
VALERIE DAVIS	24045	1/14/2010	120109	100-0903-531.33-01	26.18	MILEAGE
				<b>Total for check: 24045</b>	<b>26.18</b>	
DEPARTMENT OF WORKFORCE DEVELOPMENT	24046	1/14/2010	1309120	100-1019-552.15-09	2,466.68	BRIDGE
				100-0801-521.15-09	1,197.68	POLICE
				<b>Total for check: 24046</b>	<b>3,664.36</b>	
DIGICORPORATION	24047	1/14/2010	96348	100-0920-531.29-01	81.90	ENVELOPES SENIOR CENTER
				100-0000-134.00-00	(29.90)	ENVELOPES SENIOR CENTER
				100-0801-521.29-01	124.32	BUSINESS CARDS JORGENSONZEMLOCK

**AP Check Register**  
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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
DIGICORPORATION...	24047...	1/14/2010...	96498...	100-0000-134.00-00	(26.32)	BUSINESS CARDS JORGENSON/ZEMLOCK
			<b>Total for check: 24047</b>		<b>150.00</b>	
FAMILY THERAPY & ANXIETY CENTER	24048	1/14/2010	010510	100-0801-521.21-05	333.75	SERV ICES PROVIDED DEC 16-31, 2009
			<b>Total for check: 24048</b>		<b>333.75</b>	
FERRELLGAS	24049	1/14/2010	1031065749	266-1027-543.21-06	138.08	LIQUEFIED PETROLEUM GAS
			<b>Total for check: 24049</b>		<b>138.08</b>	
FONDY AUTO ELECTRIC	24050	1/14/2010	A49740	731-1022-541.38-03	334.84	REMAN STR/IMPORT
			<b>Total for check: 24050</b>		<b>334.84</b>	
FOX STAMP SIGN & SPECIALTY	24051	1/14/2010	176281	100-0201-512.30-10	26.50	DENIED STAMP
			<b>Total for check: 24051</b>		<b>26.50</b>	
FOX VALLEY HUMANE ASSOCIATION	24052	1/14/2010	121509	100-0806-532.25-01	391.40	CAT QUARANTINE BILLED TO OWNER
			<b>Total for check: 24052</b>		<b>391.40</b>	
FOX VALLEY TECHNICAL COLLEGE	24053	1/14/2010	TAXES	100-0000-203.04-00	703,961.50	2009/2010 TAX COLLECTION
			<b>Total for check: 24053</b>		<b>703,961.50</b>	
GOVERNMENT FINANCE OFFICERS	24054	1/14/2010	0023004	100-0401-513.32-01	190.00	MEMBERSHIP RENEWAL 2010
			<b>Total for check: 24054</b>		<b>190.00</b>	
HOTSYS CLEANING SYSTEMS INC	24055	1/14/2010	0069460-IN	731-1022-541.30-18	325.00	PRESSURE WASHER SOAP
			<b>Total for check: 24055</b>		<b>325.00</b>	

**AP Check Register**  
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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
INDEPENDENT INSPECTIONS LTD	24056	1/14/2010	303355	100-0301-523.21-06	25,123.28	DEC PERMITS
			Total for check: 24056		25,123.28	
KANN MANUFACTURING CORP	24057	1/14/2010	129373	731-1022-541.38-03	85.88	POTENTIOMETER
			Total for check: 24057		85.88	
KITZ & PFEIL INC	24060	1/14/2010	112314-0045	731-1022-541.30-18	12.12	AERO COATING
		1/14/2010	112314-0067	731-1022-541.38-03	2.69	ELBOW
		1/14/2010	112314-0087	100-0920-531.24-03	6.29	DOOR STOP
		1/14/2010	112314-0124	100-0701-533.30-18	2.60	SCREW
		1/14/2010	112414-0008	731-1022-541.38-03	8.74	HARDWARE MISC
		1/14/2010	112414-0035	100-0703-553.24-03	5.84	CAULK
		1/14/2010	112414-0129	100-1001-514.30-18	37.48	AIR COMPRESSOR QUICK CONN
		1/14/2010	112503-0005	100-0703-553.24-02	24.35	SNOWTHROWER TUNEUP
		1/14/2010	112514-0010	100-0703-553.30-18	28.41	SCREWS/WASHERS/NUTS
		1/14/2010	113014-0099	100-0703-553.30-15	33.79	BLK OX BITS
		1/14/2010	120114-0006	731-1022-541.30-18	7.18	PLUG SCR TAPS
		1/14/2010	120114-0007	100-1006-541.30-18	21.59	SNOW FENCE WIRE
		1/14/2010	120114-0034	100-0703-553.30-15	20.95	HARDWARE MISC
		1/14/2010	120114-0074	100-0703-553.30-18	17.39	HARDWARE MISC
		1/14/2010	120114-0134	100-0704-552.82-02	38.66	BLADES/BITS
		1/14/2010	12014-0056	100-0703-553.30-18	24.57	CABLE TIES/SNAPS
		1/14/2010	120214-0002	100-0702-552.30-18	1.78	TWO HOLE STRAP
		1/14/2010	120214-0011	100-0703-553.30-15	9.22	HARDWARE MISC
		1/14/2010	120214-0064	731-1022-541.30-18	3.79	HARDWARE MISC
		1/14/2010	120214-0098	100-0704-552.82-02	3.23	ANCHOR
		1/14/2010	120214-0113	100-0501-522.24-03	16.89	HYDRAULIC CEMENT
		1/14/2010	120314-0147	100-0703-553.30-15	2.98	FLUO BULBS
		1/14/2010	120314-0149	100-0703-553.30-18	3.32	BLK OX BITS/MISC HARDWARE
	1/14/2010	120414-0024	100-0703-553.30-15	7.77	BLK OX BITS/MISC HARDWARE	
	1/14/2010		100-0702-552.30-18	8.98	SCR TAP	
	1/14/2010		100-1006-541.30-18	22.49	SNOW FENCE WIRE	
	1/14/2010		100-0704-552.82-02	4.00	HYDRO GRATES	

**AP Check Register**  
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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description	
KITZ & PFEIL INC...	24060...	1/14/2010	120703-0034	100-0703-553.24-02	4.91	SNOWBLOWER REPAIR	
		1/14/2010	120709-0012	100-1001-514.30-18	11.75	TIES/WIRES FOR GARLAND	
		1/14/2010	120714-0023	100-0703-553.30-18	9.64	AERO CLEAN SYSTEM SYSTEM	
		1/14/2010	120714-0023	100-0703-553.30-15	4.99	AERO CLEAN SYSTEM	
		1/14/2010	120714-0133	100-0703-553.30-18	6.99	SNOW BRUSH	
		1/14/2010	120803-0011	100-0703-553.24-02	24.90	SNOW THROWER MAINTENANCE	
		1/14/2010	120814-0011	100-1006-541.30-15	266.33	SHOVELS	
		1/14/2010	120814-0012	100-1006-541.30-18	12.49	BRINE TANK SUPPLIES	
		1/14/2010	120814-0127	100-1001-514.30-13	32.48	JEFFY MELT	
					100-0801-521.30-13	32.47	JEFFY MELT
					100-0920-531.30-13	32.47	JEFFY MELT
					100-0601-551.30-13	32.47	JEFFY MELT
					100-1006-541.30-15	105.27	SNOW SCOOP
					100-0703-553.24-02	1.89	TRAILER REPAIR
					100-0703-553.30-18	9.83	SCREW EYE
			100-0703-553.24-02	3.41	AGITATOR BELT		
			731-1022-541.24-03	56.64	SALT SHED LIGHT		
			100-0703-553.30-18	3.19	HARDWARE MISC		
			100-1001-514.30-18	5.64	ANTIFREEZE/ELECTRICAL SUPPLIES		
			100-1008-541.30-18	42.52	HAMMER/BLADES		
			731-1022-541.24-03	4.99	FLO BULB		
			100-1001-514.30-18	2.95	CABLE TIE/CONNECTOR		
			731-1022-541.38-03	12.80	HARDWARE MISC		
			<b>Total for check: 24060</b>	<b>1,098.12</b>			
KUNDINGER FLUID POWER INC	24061	1/14/2010	50077599	731-1022-541.38-03	27.58	TUBE ASSEMBLY	
			<b>Total for check: 24061</b>	<b>27.58</b>			
LAWSON PRODUCTS INC	24062	1/14/2010	8748809	731-1022-541.30-18	473.14	STOCK	
		1/14/2010	8757490	731-1022-541.30-18	100.90	STOCK	
			<b>Total for check: 24062</b>	<b>574.04</b>			

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MAPLEWOOD MIDDLE SCHOOL	24063	1/14/2010	POSTAGE	100-0910-531.30-11	343.64	POSTAGE FOR MAILING
			<b>Total for check: 24063</b>		<b>343.64</b>	
MARSHALL & ILSLEY TRUST COMPANY NA	24064	1/14/2010	4001400	100-0202-512.21-06	260.00	MONTHLY FEE TO 11/30/09
			<b>Total for check: 24064</b>		<b>260.00</b>	
MATTHEWS TIRE & SERVICE CENTER	24065	1/14/2010	32231	731-1022-541.38-02	198.00	TIRES/MISC
		1/14/2010	32291	731-1022-541.38-02	(52.54)	RETREAD ADJ
		1/14/2010	351333	731-1022-541.38-02	371.96	TIRES
		1/14/2010	355677	731-1022-541.38-02	130.00	TIRES
			<b>Total for check: 24065</b>		<b>647.42</b>	
MELANIE MAILAND	24066	1/14/2010	MAILAND	100-0000-441.25-00	30.00	CANCELLED CLASS REFUND
			<b>Total for check: 24066</b>		<b>30.00</b>	
MENASHA EMPLOYEES CREDIT UNION	24067	1/14/2010	20100114	100-0000-202.05-00	18,942.50	PAYROLL SUMMARY
			<b>Total for check: 24067</b>		<b>18,942.50</b>	
MENASHA EMPLOYEES CREDIT UNION	24068	1/14/2010	20100114	100-0000-202.10-00	101.53	PAYROLL SUMMARY
			<b>Total for check: 24068</b>		<b>101.53</b>	
MENASHA EMPLOYEES LOCAL 1035	24069	1/14/2010	20100114	100-0000-202.06-00	270.00	PAYROLL SUMMARY
			<b>Total for check: 24069</b>		<b>270.00</b>	
MENASHA EMPLOYEES LOCAL 1035B	24070	1/14/2010	20100114	100-0000-202.07-00	286.40	PAYROLL SUMMARY
			<b>Total for check: 24070</b>		<b>286.40</b>	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MENASHA JOINT SCHOOL DISTRICT	24071	1/14/2010	913	100-0910-531.21-05	361.46	H1NI CLINIC SERVICES
	Total for check: 24071				<u>361.46</u>	
MENASHA JOINT SCHOOL DISTRICT	24072	1/14/2010	TAXES	100-0000-203.03-00	3,118,629.38	2009/2010 TAX COLLECTION
	Total for check: 24072				<u>3,118,629.38</u>	
MENASHA UTILITIES	24073	1/14/2010	102809	100-0703-553.22-05	7.49	WATER ST
				100-1019-552.22-05	16.50	TAYCO ST BRIDGE
				100-0703-553.22-05	14.44	KAUKAUNA FOUNTAIN
				100-0703-553.22-05	15.51	MAIN ST FOUNTAIN
				100-1019-552.22-05	12.37	RACINE ST BRIDGE
				100-0703-553.22-05	8.10	MILL & WATER
				100-0703-553.22-05	8.10	CURTIS REED PLAZA
				100-0703-553.22-05	13.69	2ND/KONEMAC
				100-0703-553.22-05	25.88	JEFFERSON PARK
				100-1012-541.22-03	17,791.59	STREET LIGHTING
		123109	1/14/2010	100-1008-541.22-03	212.66	ELEC OR WATER OR STORM
		BILLING#2	1/14/2010	100-0703-553.22-03	467.34	ELEC OR WATER OR STORM
				100-0703-553.22-05	69.63	ELEC OR WATER OR STORM
				100-0703-553.22-06	91.25	ELEC OR WATER OR STORM
Total for check: 24073				<u>19,009.93</u>		
MIDWEST SIGN & SCREEN PRINTING	24074	1/14/2010	2582041-00	100-1008-541.30-18	594.00	STOCK
	Total for check: 24074				<u>594.00</u>	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MINNESOTA LIFE INSURANCE COMPANY	24075	1/14/2010	FEB2010	100-0000-204.07-00	3,058.01	PREMIUMS FEB 2010
			Total for check: 24075		3,058.01	
MONOPRICE INC	24076	1/14/2010	2542397	100-1001-514.30-10	130.53	TONER CARTRIDGES
			Total for check: 24076		130.53	
NATIONAL CRIME PREVENTION ASSN	24077	1/14/2010	010510	100-0801-521.32-01	35.00	MEMBERSHIP APPLICATION A ZEMLOCK
			Total for check: 24077		35.00	
NEENAH-MENASHA SEWERAGE COMMISSION	24078	1/14/2010	2009-217	601-1021-543.21-01	4,911.19	LEGAL REIMBURSEMENT FOX CLEAN UP
			Total for check: 24078		4,911.19	
CITY OF NEENAH	24079	1/14/2010	32321	100-0403-513.21-04	5,089.00	SUNGARD DISASTER RECYRY ISERIES/SP ASSESSMENTS
		1/14/2010	32322	100-0501-522.80-05	5,267.45	TERINAL IMAGING CAMERA TOUGHBOOK
			Total for check: 24079		10,356.45	
NIELSON COMMUNICATIONS	24080	1/14/2010	FV09-24741	100-0910-531.21-05	120.00	RADIO RENTAL
			Total for check: 24080		120.00	
NOFFKE LUMBER INC	24081	1/14/2010	091220820425	266-1027-543.30-18	48.00	RECYCLING CART STORAGE
			Total for check: 24081		48.00	
OSHKOSH FIRE & POLICE EQUIPMENT INC	24082	1/14/2010	10872	100-0801-521.29-05	(186.00)	PAYMENT FOR NEENAH
		1/14/2010	134692	100-0801-521.29-05	380.00	PUSH BUMPER FOR SUV
		1/14/2010	134945	100-0801-521.29-05	1,450.00	SQUAD LIGHTS
			Total for check: 24082		1,644.00	
PACKER CITY INTERNATIONAL	24083	1/14/2010	3293570003	731-1022-541.38-03	26.68	FUELFILT/HYDRAULI

**AP Check Register**  
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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
PACKER CITY INTERNATIONAL...	24083...	1/14/2010	3293570070	731-1022-541.38-03	100.16	AIR FILT
			Total for check: 24083		126.84	
PARTS ASSOCIATES INC	24084	1/14/2010	PA10900172	731-1022-541.30-18	211.41	WASHERS/CAPSCREWS
			Total for check: 24084		211.41	
PROFESSIONAL PROCESS SERVICE	24085	1/14/2010	9252	100-0201-512.21-01	47.00	SUBPEONA
			Total for check: 24085		47.00	
PSS WORLD MEDICAL INC	24086	1/14/2010	57040454	100-0910-531.30-18	112.57	SUPPLIES
			Total for check: 24086		112.57	
REDI-WELDING CO	24087	1/14/2010	13967	731-1022-541.30-18	120.12	WELDING
			Total for check: 24087		120.12	
SERVICEMASTER BUILDING MAINTENANCE	24088	1/14/2010	125765	100-0801-521.20-01	1,395.00	CONTRACT JANITORIAL
		1/14/2010	125862	100-0801-521.20-01	50.00	CONTRACT JANITORIAL
			Total for check: 24088		1,445.00	CLEAN GARAGE
STAPLES BUSINESS ADVANTAGE	24089	1/14/2010	3129310694	100-1001-514.30-10	510.00	COPY PAPER
			Total for check: 24089		510.00	
STERN BROTHERS & CO	24090	1/14/2010	123109	100-0102-581.21-06	3,380.00	PROFESSIONAL SERVICES
				100-0102-581.21-06	6,603.56	PROFESSIONAL SERVICES
			Total for check: 24090		9,983.56	12-01-09 THRU 12-31-09
THEDACARE	24091	1/14/2010	9200158684	100-0801-521.21-05	386.40	VENIPUNCTURE
			Total for check: 24091		386.40	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
UNIFIRST CORPORATION	24092	1/14/2010	097 0058306	731-1022-541.20-01	100.68	MAT/MOP SERVICE
			Total for check: 24092		100.68	
UNITED SIGN CORPORATION	24093	1/14/2010	28724	100-0304-562.21-10	960.00	64 12X12" LOT SIGNS
			Total for check: 24093		960.00	
UNITED WAY FOX CITIES	24094	1/14/2010	20100114	100-0000-202.09-00	74.75	PAYROLL SUMMARY
			Total for check: 24094		74.75	
US OIL CO INC	24095	1/14/2010	M12950	731-1022-541.30-18	85.00	WINDSHIELD WASH
			Total for check: 24095		85.00	
US OIL CO INC	24096	1/14/2010	L38169	731-1022-541.21-06	12.00	SAMPLE
			Total for check: 24096		12.00	
US PETROLUEM EQUIPMENT	24097	1/14/2010	175975	731-1022-541.24-04	81.00	NOZZLE REPAIR
			Total for check: 24097		81.00	
UW FOX VALLEY	24098	1/14/2010	10-22072	100-0405-513.21-08	1,905.00	VIDEOTAPING COUNCIL
			Total for check: 24098		1,905.00	
WAVERLY SANITARY DISTRICT	24099	1/14/2010	TAXES	100-0000-203.07-00	72,738.75	2009/2010 TAX COLLECTION
			Total for check: 24099		72,738.75	
WAVERLY SANITARY DISTRICT	24100	1/14/2010	122909	100-0703-553.22-05	38.77	BARKER FARM PAVILION
			Total for check: 24100		38.77	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
WGFOA MEMBERSHIP C/O IGFOA	24101	1/14/2010	010710	100-0401-513.32-01	25.00	2010 MEMBERSHIP DUES T STOFFEL
			Total for check: 24101		<u>25.00</u>	
WIL-KIL PEST CONTROL	24102	1/14/2010	1579814	731-1022-541.20-07	63.00	COMMERCIAL CONTRACT
			Total for check: 24102		<u>63.00</u>	
WINNEBAGO COUNTY TREASURER	24103	1/14/2010	TAXES	100-0000-203.02-00	1,651,720.50	2009/2010 TAX COLLECTION
				100-0000-203.08-00	53,582.26	2009/2010 TAX COLLECTION
			Total for check: 24103		<u>1,705,302.76</u>	
WISCONSIN SUPPORT COLLECTIONS	24104	1/14/2010	20100114	100-0000-202.03-00	1,152.15	PAYROLL SUMMARY
			Total for check: 24104		<u>1,152.15</u>	
					<u>7,104,581.59</u>	

## RELEASE AND SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2010 by and among the City of Menasha (the "City") and the Menasha Utilities Commission (the "Commission") (the City and Commission are collectively referred to as "Menasha") and U.S. Paper Mills Corp. ("U.S. Mills") (collectively the "Parties").

### Recitals

A. U.S. Paper Mills Corp. (fka Sonoco-U.S. Mills, Inc.) and the City, acting through Menasha Utilities, entered into a Steam Supply Agreement executed as of October 24, 2004. This agreement and all amendments to the agreement are hereinafter referred to as the "Agreement."

B. Disputes between U.S. Mills and the City have arisen under the Agreement and an arbitration proceeding had been scheduled for January 19 and 20, 2010 to resolve these claims (the "Arbitration").

C. U.S. Mills and the City, on behalf of themselves and their related parties, as defined below, have agreed to settle and dismiss the Arbitration in order to avoid further litigation and expenses, without admission of liability by any party and to provide for the mutual release and discharge of any and all claims, demands, obligations or liabilities, whether known or unknown, that exist or may arise that are in any way related to the Agreement, the conversion of Menasha's existing utility to its Steam Supply Facility, the supply of steam by Menasha to U.S. Mills, the cessation of supplying steam by Menasha to U.S. Mills, the creation of a physical separation between U.S. Mills' facility and the Steam Supply Facility or the payment of any outstanding or disputed invoices by U.S. Mills for that steam (the "Claims").

Menasha and U.S. Mills, in consideration of these Recitals and the mutual covenants set forth below, agree as follows:

### Mutual Covenants

1. Settlement Payment. The City shall pay U.S. Mills as follows:
  - (a) \$250,000 cash on or before February 15, 2010; and
  - (b) \$1 million cash (plus interest calculated at the simple interest rate of 0.5% per month (the "Non-Default Rate of Interest")) on the first to occur of

- (i) The closing date of the transaction between WPPI and the City for the sale of electric distribution assets to WPPI or
- (ii) on or before September 15, 2010.

Effective immediately, the outstanding invoices for steam that Menasha submitted to U.S. Mills for steam acquired by U.S. Mills from Menasha during the months of September and October, 2009 shall be deemed credited and satisfied.. The City hereby agrees to forever waive any right to collect any payment with respect to those invoices.

2. City Default in Payment Obligations.

- (a) Failure to pay \$250,000 on or before February 15, 2010:

- (i) If the City defaults on the payment of \$250,000 on or before February 15, 2010, it may cure the default by payment of the \$250,000, plus simple interest at the rate of 1% per month, on or before March 17, 2010.

- (ii) If the City defaults on payment of the \$250,000 to U.S. Mills and fails to cure the default on or before March 17, 2010, then the entire outstanding cash payment of \$1,250,000 will become immediately due and payable and will begin to accrue simple interest at the rate of 1% per month (the "Default Rate of Interest") commencing as of February 15, 2010 until paid. In addition, U.S. Mills shall be entitled to entry of a judgment (in the form attached as Exhibit A to this Settlement Agreement) in the amount of \$1,250,000, plus interest, immediately upon the City's failure to cure the default by March 17, 2010, and the City agrees that it shall not contest entry of the judgment.

- (b) Failure to pay \$1,000,000 as specified in Section 1 above:

- (i) If the City timely pays the \$250,000 portion of the settlement, but fails to timely pay the \$1 million portion of the settlement (plus accrued interest at the Non-Default Interest Rate)), then upon the occurrence of the default, U.S. Mills shall be entitled to entry of a judgment in the amount of the outstanding balance (\$1 million plus simple interest calculated at the Default Rate of Interest from February 15, 2010 through the date of judgment, less any payments made with respect to this \$1 million and accrued interest) and the judgment shall thereafter accrue simple interest at the Default Rate of Interest of 1% interest per month until paid. The Parties agree to the form in Exhibit A. The City also agrees that it shall not contest entry of the judgment.

- (c) The Parties agree that time is of the essence with respect to the payment of \$250,000, \$1,000,000 and all accrued interest, and the City

acknowledges that it is not entitled to any cure period with respect to the \$1,000,000 payment.

(d) The following are examples of the calculation of interest:

(i) Assume \$250,000 is timely paid and \$1,000,000 is timely paid.

[a] No interest is payable on the \$250,000 that was paid on February 15, 2010.

[b] Simple interest on the \$1,000,000 at 0.5% per month is due and payable when the \$1,000,000 payment is made. For example, if the WPPI transaction does not close and the \$1,000,000 payment is made on September 15, 2010, the City shall also pay interest of \$35,000, or \$5,000 per month, on September 15, 2010.

(ii) Assume \$250,000 is not timely paid on February 15, 2010. This default may be cured by the City's payment of \$250,000, plus interest commencing on February 15, 2010 at the rate of 1% per month, on or before March 17, 2010. If this default is cured on or before March 17, 2010, interest would accrue at the Non-Default Rate of Interest of 0.5% simple interest on the \$1 million payment from February 15, 2010 until it is timely paid. If this \$1 million amount is not timely paid, interest on the \$1 million amount will then accrue at the Default Rate of Interest of 1% simple interest from February 15, 2010 until paid.

(iii) Assume a default on the \$250,000 payment that is not cured on or before March 17, 2010. The entire outstanding balance (\$1,250,000 less any amount paid) is immediately due and payable on March 17, 2010 and accrues interest at the Default Rate of Interest of 1% simple interest per month from February 15, 2010 until paid.

(iv) Assume \$250,000 is timely paid or default cured on or before March 17, 2010, but \$1,000,000 is not timely paid.

[a] No interest is payable on the \$250,000 if paid on February 15, 2010, but simple interest at the Default Rate of Interest of 1% per month is payable if the \$250,000 is paid after February 15, 2010 but on or before March 17, 2010.

[b] Interest on the \$1,000,000 would accrue at the Default Rate of Interest of 1% simple interest per month from February 15, 2010 until paid. The interest accrued would be \$10,000 per month.

3. City Authorization of Funds for Payment of \$250,000. The City agrees to present this Settlement Agreement to the Common Council of the City on January 18, 2010 in order for the Common Council to appropriate the funds necessary to make the \$250,000 payment referenced in Section 1 above. In the event the Common Council fails to appropriate such funds on January 18, 2010, this Settlement Agreement shall be null and void and the Parties agree that:

(a) The arbitration before Judge Eich will be held on March 3 and 4, 2010;

(b) The Parties will submit prehearing briefs to Judge Eich on or before February 23, 2010;

(c) The City's motion regarding the payment of September and October 2009 invoices will be deemed withdrawn and any issues raised in that motion will be heard at the arbitration hearing;

(d) Counsel for both Parties have reserved the dates of February 2, 3 and 4, 2010 for the depositions of Carl Verhagen, Doug Young and Gary Price. Menasha's counsel will contact the witnesses promptly to determine their availability. If any of them are not available on these dates, counsel will continue to work in good faith to secure other acceptable dates within the same time frame. The Parties contemplate that alternate dates, if required, will be established prior to January 18, 2010;

(e) Counsel for both Parties have reserved the dates of February 11 and 12, 2010, for the depositions of U.S. Mills' witnesses. U.S. Mills' counsel will contact the witnesses promptly to determine their availability. If any of them are not available on these dates, counsel will continue to work in good faith to secure other acceptable dates within the same time frame. The Parties contemplate that alternate dates, if required, will be established prior to January 18, 2010; and

(f) U.S. Mills will produce its responses to Menasha's discovery requests on or before January 28, 2010.

4. U.S. Mills Release. U.S. Mills, for itself and its parent company, subsidiaries, affiliated entities, predecessors, successors, assigns, officers, directors, shareholders, employees, attorneys and agents (hereinafter collectively "U.S. Mills' Related Parties"), releases and discharges the following parties from any and all Claims, as defined in Recital C above: (a) Commission and the City and its departments, its presently elected or formerly elected or appointed officials, including without limitation the members of the Common Council, the members of the Menasha Utilities Commission, the Mayor, the former Mayor, and all

employees, former employees or agents of the City or its departments (hereinafter collectively the "City's Related Parties"), and (b) WPPI Energy and its respective members, officers, directors, employees, agents, representatives, insurers, attorneys, predecessors, successors and assigns.

5. City Release. The City, for itself, the Commission and its Related Parties, hereby releases and discharges U.S. Mills and U.S. Mills' Related Parties from any and all Claims, as defined in Recital C above.

6. Opportunity to Consult with Counsel. The Parties acknowledge that they have had a reasonable opportunity to consult with counsel concerning this Settlement Agreement.

7. No Acknowledgment of Fault. Nothing herein shall be deemed an admission of any liability or wrongdoing on the part of either Menasha or U.S. Mills with respect to any Claim. The Parties expressly understand and agree that this is a settlement and compromise intended in part to avoid the cost and expense of any further litigation or court action.

8. Entire Agreement. This Settlement Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements between the Parties, either written or oral. The Parties are not relying on any statements or promises other than what is said in this Settlement Agreement.

9. Amendment to Agreement. This Settlement Agreement may be amended only by written instrument designated as an amendment to this Agreement and executed by the Parties to this Agreement (or their successors).

10. Cooperation/Dismissal of the Arbitration. Subject to Section 3 above, the Parties, through their attorneys, shall promptly dismiss the Arbitration with prejudice and without costs or fees to any party, except for the payment of the fees and expenses of the arbitrator, with Menasha and U.S. Mills each paying one-half of such fees and expenses. The Parties further agree to cooperate fully and execute any supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

11. Attorney's Fees and Enforcement of Agreement. If the City defaults in any of its payment obligations under this Agreement and thereafter contests the entry of the judgment provided for in Section 2 above, U.S. Mills shall be entitled to recover from the City the reasonable, actual costs, expenses and attorney's fees incurred by U.S. Mills in connection with the entering of any judgment described in Section 2.

12. Choice of Law. All disputes arising under or relating to this Settlement Agreement shall be governed by, and the terms of this Settlement Agreement shall be construed and interpreted in accordance with, the laws of the State of Wisconsin.

13. Construction. This Settlement Agreement has been drafted with the assistance of counsel for each party and shall not be construed in favor of, or against, any party.

14. Signatures and Counterparts. The Parties agree that facsimile or electronic signature shall be deemed original for all purposes. This Settlement Agreement may be signed in counterparts, which taken together shall constitute a fully executed Settlement Agreement for all purposes.

15. Warranty of Capacity. Each of the undersigned warrants and represents that he has full authority to execute this Settlement Agreement on behalf of the entity for which he is signing and that he has full authority to bind that entity. Execution of this Settlement Agreement by the entity's representative shall constitute a warranty and representation by that entity that it has taken all necessary and appropriate action to make this Settlement Agreement a binding document on the entity.

16. Separation of Facilities. Menasha has established a physical separation between U.S. Mills' facility and the Steam Supply Facility at the vault located on U.S. Mills' property. U.S. Mills owns and is responsible for the operation and maintenance of all steam-related equipment that is located on U.S. Mills' property. Menasha shall not remove any equipment located on U.S. Mills' property without U.S. Mills' consent.

This Settlement Agreement is effective as of the date first above written.

CITY OF MENASHA

U.S. PAPER MILLS CORP.

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

MENASHA UTILITIES COMMISSION

\_\_\_\_\_  
By: \_\_\_\_\_

EXHIBIT A

STATE OF WISCONSIN

CIRCUIT COURT  
CIVIL DIVISION

WINNEBAGO COUNTY

---

U.S. PAPER MILLS CORP.,

Plaintiff,

vs.

Case No. \_\_\_\_\_

Case Code \_\_\_\_\_

CITY OF MENASHA, WISCONSIN,

by and through,

MENASHA UTILITIES,

Defendant.

---

**STIPULATED JUDGMENT**

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On \_\_\_\_\_, the Court ordered, pursuant to stipulation of the parties, that judgment be entered in favor of plaintiff U.S. Paper Mills, Inc. and against defendant City of Menasha, Wisconsin by and through Menasha Utilities.

THEREFORE, IT IS ADJUDGED that judgment is entered pursuant to the terms of that Order in favor of plaintiff U.S. Paper Mills Corp. of 824 Fort Howard Avenue, De Pere, Wisconsin 53717 and against defendant City of Menasha, Wisconsin by and through Menasha Utilities of 140 Main Street, Menasha, Wisconsin 54952 in the amount of \$\_\_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2010.

BY THE COURT:  
CLERK OF CIRCUIT COURT

BY \_\_\_\_\_  
JUDGMENT CLERK

DOCKETED ON \_\_\_\_\_

**ORDINANCE O-02-10**

**AN ORDINANCE RELATING TO CONTROLLED INTERSECTIONS  
(FIRST STREET AT ICE STREET)**

INTRODUCED BY ALDERMAN ZELINSKI

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

SECTION 1: Amend Title 10, Article B, SEC.10-1-15(b) of the Code of Ordinances of the City of Menasha, Wisconsin by adding paragraph (34) as follows:

**Title 10 – Motor Vehicles and Traffic**

**Article B**

Controlled Intersections; Street Traffic Regulations

**SEC. 10-1-15 CONTROLLED INTERSECTIONS DESIGNATED.**

(b) **ONE-WAY STOPS AUTHORIZED.**

(34) First Street at Ice Street.

SECTION 2: This amending Ordinance shall take effect upon passage and publication as provided by law.

Passed and approved this      day of                      , 2010.

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

ATTEST:

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

RESOLUTION R-1-10

A RESOLUTION *APPROPRIATING* FUNDS FOR THE SONOCO-U.S. MILLS, INC. SETTLEMENT

INTRODUCED BY MAYOR MERKES

WHEREAS, There have been disputes between the City of Menasha and Sonoco-U.S. Mills, Inc. arising out of a Steam Supply Agreement between the parties to the extent that an arbitration was scheduled on January 19 and 20, 2010 to resolve such disputes; and,

WHEREAS, The City of Menasha has a strong desire to resolve all issues related to the steam utility and to continue to move the City forward; and,

WHEREAS, The City of Menasha and Sonoco-U.S. Mills, Inc. have settled all disputes as between the parties; and,

WHEREAS, It is necessary for the City of Menasha to appropriate monies for the Sonoco-U.S. Mills, Inc. Settlement.

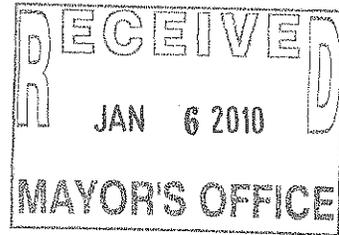
NOW, THEREFORE BE IT RESOLVED, by the Mayor and Common Council concurring that there be appropriated from Account # 100-0000-392-0000, General Fund-Fund Balance, \$250,000 to Account # 267-0000-492-0000 Special Revenue Fund-Sonoco-US Mills-Transfer from General Fund, for the purpose of providing funds for a Sonoco-U.S. Mills, Inc. settlement.

Passed and approved this            day of            , 2010.

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

Attest:

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



January 4, 2010

Mayor Don Merkes  
City of Menasha  
140 Main Street  
Menasha, Wisconsin

Dear Mayor Merkes

Thank you for considering me for an appointment to the Board of Review. I would be very pleased to serve the City as a member. I believe that my employment history makes me a viable candidate.

I was employed as a Real Estate Appraiser in the City of Appleton Assessors' Office for twenty eight years before I retired. I then assisted the City of Oshkosh Assessor for approximately two and one half years with a city wide reassessment of Oshkosh. I also have experience as a Board of Review member because of my service to the Town of Menasha as a Town Board Supervisor.

I am certified by the State of Wisconsin at the level of Assessor II, and I also am a Licensed Real Estate Broker.

I feel that I would be a good fit for an appointment to the Board of Review. Thank you for your time and consideration.

Gordon M. Eckrich

A handwritten signature in cursive script, appearing to read "Gordon M. Eckrich".

Gordon M. Eckrich  
383 Naymut Street  
Menasha, Wisconsin  
920-722-7933

**BOMIER PROPERTIES INC.**  
COMMERCIAL REALTORS® & DEVELOPERS

5553 Waterford Lane • Appleton, Wisconsin 54913-8468  
Website: [www.bomier.com](http://www.bomier.com) • Email: [info@bomier.com](mailto: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.

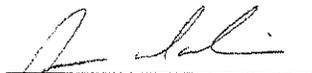
The commercial real estate market in general has been extremely slow over the last year with vacant land receiving the least amount of interest. The silver lining in this poor market has been leasing to local and regional businesses. The few opportunities that we've had to work with buyers suitable for 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 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
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) ▲

(X) \_\_\_\_\_

(Seller's Signature) ▲ (Date) ▲

(Print Name) ► Mayor Donald Merkes

30 (X) 11/12/2009

31 By ▲ (Date) ▲

(X) \_\_\_\_\_

(Seller's Signature) ▲ (Date) ▲

(Print Name) ►

32 (Print Name) ► Jason Gallmeier

33 ATTACH THIS AMENDMENT  
34 TO THE LISTING CONTRACT

WISCONSIN REALTORS® ASSOCIATION, 4801 Forest Run Road, #201, Madison, Wisconsin 53704 (608) 241-2047 Fax (608) 241-5168

Bomier Properties Inc 5553 Waterford Ln., Appleton WI 54913-8468  
Phone: 9207395300 Fax: (920) 739-7007 Bomier Properties

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 [www.zipform.com](http://www.zipform.com)

City of Menash

January 12, 2010

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

RE: Commercial Listing  
Midway Business Park and Province Terrace

Dear Greg:

As per our recent telephone conversations, 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 uniqueness regarding location. In addition, each property targets 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 the City's properties 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 will be at the upcoming council meeting to answer any questions.

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)

***Describe how you intend to market the properties including the types of advertising media (MLS, print, broadcast, signage, other) and the frequency of placement.***

1. First and Foremost: Beginning February 1, 2010, Drifka Group Inc. will be implementing a very aggressive canvassing effort for prospects for S. Oneida Street. ***This will be done through direct telephone calls and voice to voice communication.***
2. 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.
3. Drifka Group Inc. is a member of the Fox Cities Chamber of Commerce. We advertise properties on the Chamber's web site.
4. Drifka Group Inc.'s web site on which we post all of our commercial real estate listings.
5. Direct email to all area Commercial Brokerage firms.
6. Install signs on the property(ies).
7. 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.***

I am 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 properties. 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. I feel that the uptick in business has started and will continue next year. The rebound will be slow and cautious but I am optimistic.

**Drifka Group Inc. Sales (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 Dr)  
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  
Lakeview Credit Union  
CVS Pharmacy  
Tail Waggers  
Alternative Resolutions  
BFT turned down: Van Zeeland Auto, A&W Root Beer Stand

***Lake Park Square Area:***

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

**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

1 **SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**  
2 ■ **PROPERTY DESCRIPTION:** Street address is: See Exhibit A, B, and C  
3 in Section \_\_\_\_\_ in the City of Menasha, County of Calumet  
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.  
5 ■ **LIST PRICE:** \_\_\_\_\_ Dollars (\$ See Lines 254-261 ).  
6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
7 and the following items: None  
8  
9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will  
10 continue to be owned by the lessor. (See lines 212-217): None  
11  
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
14 agreements or conservation easements, (county, state or federal): n/a  
15  
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) STRIKE  
17 ONE has been assessed as agricultural property under use value law.  
18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
19 none known at time of listing  
20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
22 See City Codes  
23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
25 Broker's marketing may include: Broker's standard marketing procedures  
26  
27 Broker may advertise the following special financing and incentives offered by Seller: n/a  
28  
29 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to cooperate with Broker's marketing  
30 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.  
31 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
32 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
33 personal property belonging to current tenants, sold to buyer or left with buyer's consent.  
34 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
35 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
36 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
37 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
38 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
39 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: n/a  
40  
41 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.  
42 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
43 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
44 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
45 The following other buyers are excluded from this Listing until \_\_\_\_\_ n/a **INSERT DATE** :  
46 n/a  
47 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
48 Seller has either accepted an offer from the buyer or sold the Property to the buyer.  
49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 50/50 split  
50 \_\_\_\_\_ (Exceptions if any): n/a  
51 ■ **COMMISSION:** Broker's commission shall be \_\_\_\_\_ Seven Percent  
52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:  
53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;  
54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;  
55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;  
56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

- 57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)
- 61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.
- 69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.
- 71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.
- 76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)  
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.
- 84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.
- 91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.
- 96 ■ **BROKER DISCLOSURE TO CLIENTS:**
- 97 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**
- 98 (a) The duty to provide brokerage services to you fairly and honestly.  
 99 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.  
 100 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request  
 101 it, unless disclosure of the information is prohibited by law.  
 102 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the  
 103 information is prohibited by law. (See Lines 218-221)  
 104 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential  
 105 information or the confidential information of other parties. (See Lines 157-173)  
 106 (f) The duty to safeguard trust funds and other property the broker holds.  
 107 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
 108 advantages and disadvantages of the proposals.
- 109 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE**  
 110 **BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**
- 111 (a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,  
 112 unless you release the broker from this duty.  
 113 (b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.  
 114 (c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are  
 115 within the scope of the agency agreement.  
 116 (d) The broker will negotiate for you, unless you release the broker from this duty.  
 117 (e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is  
119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
121 relationship"), different duties may apply.

122 ■ **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 ■ A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
125 consent, the broker may provide services to the clients through designated agency.

126 ■ Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide  
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.

132 ■ If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
137 than one client in the transaction.

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 \_\_\_\_\_ | consent to designated agency.

140 \_\_\_\_\_ | consent to multiple representation relationships, but I do not consent to designated agency.

141 \_\_\_\_\_ | reject multiple representation relationships.

142 **NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION**  
143 **RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO**  
144 **YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE**  
145 **ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY**  
146 **RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY**  
147 **AGREEMENT.**

148 ■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist  
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests  
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing  
151 so is contrary to your interests.

152 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about**  
153 **brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an**  
154 **attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes**  
155 **and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of**  
156 **the Wisconsin statutes.**

157 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in  
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept  
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.  
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.  
161 The following information is required to be disclosed by law:

162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).

163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be  
167 confidential.

168 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

169 \_\_\_\_\_

170 \_\_\_\_\_

171 **NON-CONFIDENTIAL INFORMATION (The following may be disclosed by Broker):** \_\_\_\_\_

172 \_\_\_\_\_

173 \_\_\_\_\_

174 ■ **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees  
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's  
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring  
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;
- 200 2) significantly reducing the structural integrity of improvements to real estate; or
- 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.



# EXHIBIT A

AND UTILITY INFORMATION AS SHOWN HEREON  
 PART, UPON INFORMATION FURNISHED BY  
 JANIES AND THE LOCAL MUNICIPALITY. WHILE  
 ITION IS BELIEVED TO BE RELIABLE, ITS  
 ) COMPLETENESS CANNOT BE GUARANTEED NOR

744.47 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 45 SECONDS WEST, ALONG THE NORTH RIGHT OF  
 THENCE SOUTH 00 DEGREES 12 MINUTES 41 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF ST  
 CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, 24.42 FEET ALONG AN ARC OF A CURVE TO THE LI  
 WHICH BEARS SOUTH 03 DEGREES 15 MINUTES 09.5 SECONDS EAST, 24.41 FEET; THENCE NORTH 89 DE  
 NORTH LINE OF LOT 2, CERTIFIED SURVEY MAP #2797, A DISTANCE OF 318.34 FEET; THENCE NORTH (I  
 SAID EAST RIGHT OF WAY LINE OF U.S.H. "10", A DISTANCE OF 200.00 FEET; THENCE SOUTH 89 DE  
 SOUTH RIGHT OF WAY LINE OF JENNIE STREET, 317.05 FEET; THENCE NORTH 00 DEGREES 12 MINUTES  
 DEGREES 54 MINUTES 43 SECONDS WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID JENNIE STREE  
 MINUTES 36 SECONDS WEST, 519.68 FEET TO THE POINT OF BEGINNING, CONTAINING 1,225,839 SQUA

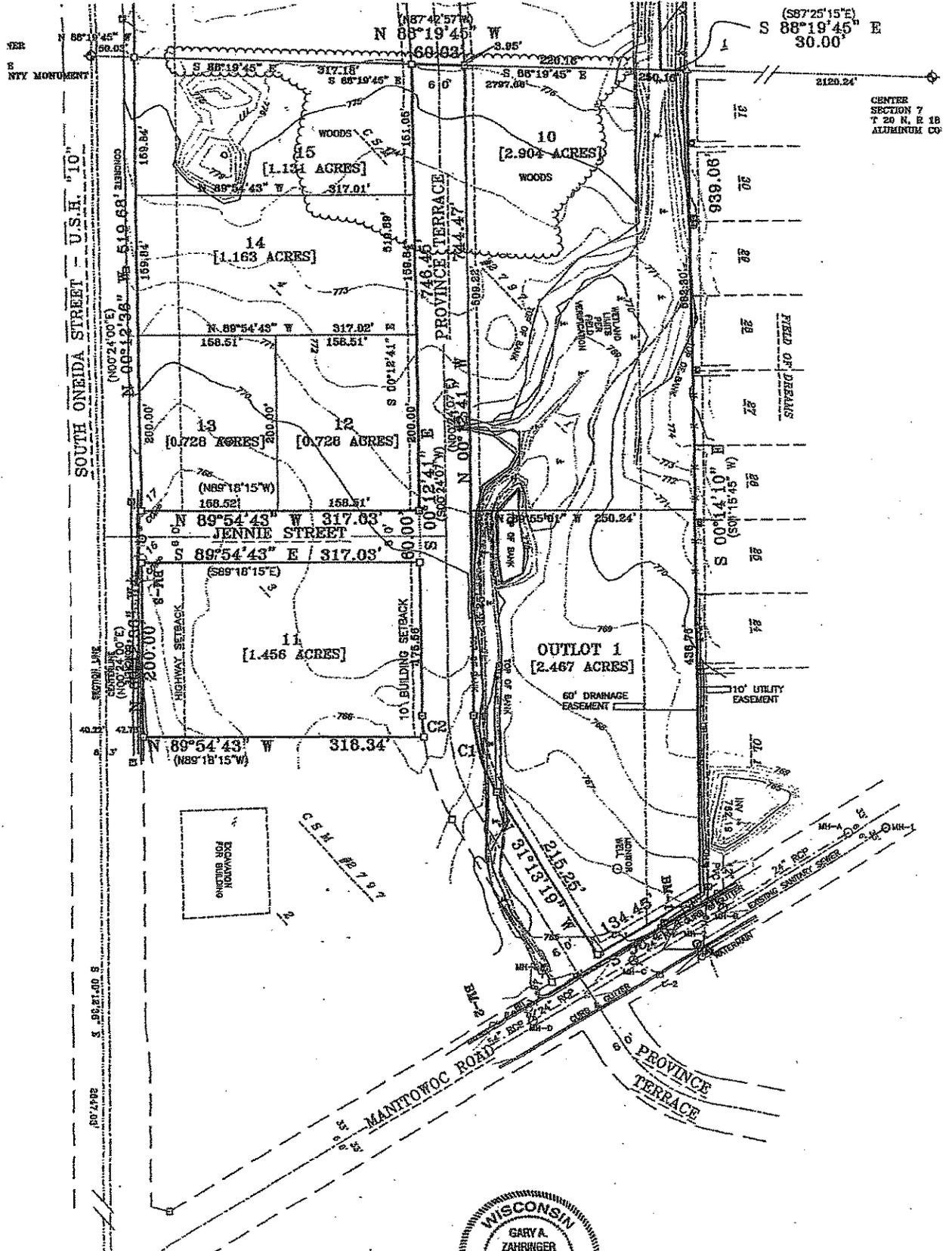




EXHIBIT C

Midway Business Park

