

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

**CITY OF MENASHA  
COMMON COUNCIL  
Third Floor Council Chambers  
140 Main Street, Menasha  
Monday, December 21, 2009  
6:00 PM  
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- 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. CA/HRD Captain – Update on Asset Purchase Agreement with WPPI Energy
  - 2. Chief Stanke - Report of K-9 Unit
  - 3. Clerk Galeazzi - the following minutes and communications have been received and placed on file:

Minutes to receive:

- a. Administration Committee, 12/7/09
- b. [Board of Public Works, 12/7/09](#)
- c. [IT Steering Committee, 11/18/09](#)
- d. [Landmarks Commission, 11/11/09](#)
- e. [NM Sewerage Commission, 11/24/09](#)
- f. [Parking Committee, 12/2/09](#)
- g. [Parks and Recreation Board, 12/12/09](#)
- h. [Personnel Committee, 12/7/09](#)
- i. [Police Commission, 11/19/09](#)

Communications:

- j. [CA/HRD Captain, 12/17/09; Appleton Papers Inc. et al. vs. George A. Whiting Paper Co., et al. Case No. 08-C-16](#)
- k. [PRD Tungate to Ald. Wisneski, 12/8/09; Check to Fox Stamp](#)
- l. [Public Service Commission of Wisconsin, 12/14/09; Notice of proceeding & prehearing conference](#)
- m. [Town of Menasha Utility Commission; 11/9/09, 11/23/09](#)
- n. [United Way Fox Cities, 12/8/09; Thank you for support letter](#)
- o. [Waverly Sanitary District minutes, 11/10/09](#)
- p. [Wis. DNR, 12/09; Wisconsin Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit \(MS4\) 2008 Annual Report](#)
- q. [WPPI Energy, 11/23/09; Typical bill Comparison Summary](#)

"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 placed 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, 12/7/09](#)
2. [Special Joint Council & Utilities Commission, 12/7/09](#)

### Administration Committee, 12/7/09 – Recommends Approval of:

3. [Poll Worker Appointments for the City of Menasha for the 2010-2011 election years, pursuant to Wis. State Stats. §7.30](#)
4. [Proposed rental fees for Senior Center as amended](#)
5. [Listing Agreement with Core Development for the Lake Park Villas Phase II Lots and Parcels #7-01700-01, 7-01772-00 & 7-01700-02 as amended](#)

### Board of Public Works, 12/7/09 – Recommends Approval of:

6. [Authorization to Purchase Recycling Truck Body](#)

### Personnel Committee, 12/7/09 – Recommends Approval of:

7. [Consideration of salary increases for non-represented employees for 2010.](#)
8. [Consideration of salary increases for Supervisory Lieutenants for 2010](#)

### Parks and Recreation Board, 12/14/09 – Recommends Approval of:

9. [Changes to 2010 Park, Recreation and Pool Fees](#)

## H. ITEMS REMOVED FROM CONSENT AGENDA

### I. ACTION ITEMS

1. [Accounts payable and payroll for the term 12/10/09-12/17/09 in the amount of \\$398,817.47](#)
2. [Lake Park Villas garage offer](#)

### J. ORDINANCES AND RESOLUTIONS

1. [O-22-09 – An Ordinance Relating to Polling Places \(Introduced by Ald. Pack\)](#)
2. [R-31-09 Resolution Pertaining to Equivalent Runoff Unit \(ERU\) Charges for Storm Water Utility](#)

### K. APPOINTMENTS

### L. CLAIMS AGAINST THE CITY

### M. HELD OVER BUSINESS

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

### O. ADJOURNMENT

## MEETING NOTICE

**Monday, January 4, 2010 - Council Chambers  
Common Council – 6:00 PM  
Administration Committee – to be determined  
Board of Public Works – to be determined**

**City Hall Closed December 24<sup>th</sup> & 25<sup>th</sup>**

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

DRAFT

A. CALL TO ORDER

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

B. ROLL CALL/EXCUSED ABSENCES

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

EXCUSED: Ald. Zelinski

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

C. MINUTES TO APPROVE

1. Administration Committee, 11/16/09

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

Motion carried on voice vote.

D. ACTION ITEMS

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

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

2. Proposed rental fees for Senior Center (Recommended by Committee on Aging).

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

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

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

Motion carried on voice vote.

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

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

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

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

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

Motion carried on voice vote.

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

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

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

E. ADJOURNMENT

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

Respectfully submitted by  
Deborah A. Galeazzi, WCMC  
City Clerk

CITY OF MENASHA  
Board of Public Works  
Third Floor Council Chambers  
140 Main Street, Menasha  
December 7, 2009  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Taylor at 8:33 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

EXCUSED: Ald. Zelinski

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Stanke DPW Radtke, CDD Keil,  
C/T Stoffel, PWS Jacobson, Clerk Galeazzi.

C. MINUTES TO APPROVE

1. November 16, 2009

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

D. ACTION ITEMS

1. R-31-09 Resolution Pertaining to Equivalent Runoff Unit (ERU) Charges for Storm  
Water Utility

DPW Radtke explained the amount used during the budget process was \$75 per ERU.  
When asked if this would be an annual adjustment, DPW Radtke replied the charge would be reviewed  
annually and adjustments would be dependent on what is required to meet the DNR requirement of 40%  
TSS reduction by 2013.

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

2. Authorization to Purchase Recycling Truck Body

The Board watched a video of an automated collection system (carry can) that can be fitted to an  
existing truck for automated collection of recycling and refuse carts. The original plan was to  
convert an existing recycling truck to an automated collection truck by retrofitting the existing  
collection body. After pursuing this option further, it was discovered that additional engineering  
and fabricating of the body components would be necessary at a cost beyond the original  
estimated conversion cost of \$30,000. Because of this, staff is now recommending the purchase  
of a new recycling truck body with the carry can system from Bruce Municipal Equipment at a  
cost of \$79,830. Bruce Municipal Equipment will mount the body to an existing truck chassis.

Discussion ensued on other options that do not include purchasing the additional equipment; balance in the  
Equipment Replacement Fund; delaying the purchase of front end loader from Equipment Replacement  
Fund.

Staff was instructed to supply Council with current balance in Equipment Replacement Fund and a three to  
five year equipment replacement schedule.

Moved by Ald. Benner, second by Ald. Wisneski to recommend approval to Common Council to purchase  
recycling truck body and defer purchase of end loader.  
Motion carried on voice vote.

E. ADJOURNMENT

Moved by Ald. Benner, seconded by Ald. Pack to adjourn at 9:26 p.m.  
Motion carried on voice vote.

Respectfully submitted by  
Deborah A. Galeazzi, WCMC  
City Clerk

**City of Menasha  
Information Technology Steering Committee  
Gegan Room  
Menasha Public Library  
Wednesday November 18, 2009  
8:15 A.M.  
Minutes**

**A. Call to Order**

Meeting called to order at 8:15 AM by CHAIRMAN Wisneski.

**B. Roll Call/Excused Absences**

Present: CHAIRMAN Wisneski, AP Kester, COMP Stoffel, HR Specialist Taubel, ITMgr Lacey, PC Stanke and PWS Jacobson

Also Present: ITSupv James, PL Brunn, Mr. John Teale of Menasha Utilities and Mr. Larry Schmitz of Common Sense Solutions LLC.

**C. Minutes to Approve – Approval of Minutes of September 16, 2009 IT Steering Committee meeting.**

Motion by HR Specialist Taubel, seconded by ITMgr Lacey to approve the minutes of the September 16, 2009 IT Steering Committee meeting with the change that Microsoft 2007 be changed to Microsoft Office 2007. Motion carried.

**D. Public Comments on any matter of concern to this Agenda – Five (5) minute time limit for each person**

NONE

**E. Report of Department Heads/Staff/Consultants – Committee monthly update on status of projects/operations/costs**

ITMgr Lacey updated the Committee on work performed by the IT Department during the month of October which included replacing a failed hard drive on the Police DVR system that resulted in some data being lost, reimplementing the cemetery and tree tracking software, providing enhancements to the recycling container application, putting in place a temperature monitoring system for Health Department vaccine and dealing with voice mail users that do not clear their mailboxes resulting in system overload and messages stating that the voice mail

can not be used. The Committee thought this might require a City-wide policy and will be discussed at the next IT Steering Committee meeting.

**F. ACTION ITEMS – (1)** Committee discussion on having Utility using same email system as City

ITMgr Lacey opened the discussion with explaining that it is possible to place the City's Utility email onto the City's email system. Currently the Utility has email provided by the server at WPPI at no cost and the Utility was on that system before the City had email. Emails are scanned for viruses and sent through the email system. This email system does not provide archival storage as the City's email system does. This could be an open records problem if a request is made of Utility emails. The City's system is WORM based (write once, read many) and captures all emails. There would be a cost to the Utility to get this set up, but after that all emails would be on a secure, City operated system. PC Stanke did comment that, in his opinion, this discussion is beyond the scope of the IT Steering Committee. Steering Committee Chairman Wisneski will contact the Mayor and request that the Utility Commission give serious consideration to moving the Utility's emails to the City's email system.

**ACTION ITEMS – (2)** Committee discussion on pros and cons of making IT Department as Internal Service Fund for accounting purposes

Mr. Schmitz started the discussion on this item with a review of the 1995 Information Systems Plan prepared by Schenck and Associates. He is not convinced that making the IT Department an internal service fund would provide any more relevant information for the City and could end up being more administrative work. The foundation of the 1995 plan was to keep central control of the IT function and equipment. The Committee then discussed how costs could be allocated. This would require a presentation to the Common Council and their approval before going forward. Mr. Schmitz did suggest that perhaps a cost allocation system versus a charge back system might get the results that the City is working towards. More discussion to follow after the new year.

**ACTION ITEMS – (3)** Committee discussion on the needs and wants of departments for HR data on the INTRANET

ITMgr Lacey talked about how the City could set up this intranet on the City's website. The Human Resources Department would like to put policies and forms out there for easy access by City employees. How this could be accomplished was discussed, possibly by using an "employees only" hidden page which could be accessed from home. It was suggested that the Human Resources

Department create a list of items that HR thinks would be appropriate to place on the site and submit that for the next IT Steering Committee meeting. Discussion to follow on the list in January. If additional computers are needed in the City to provide employee access, the IT Department will look into doing that. It has already been suggested that MSDS (Material safety data sheets) documents be placed on computer instead of into binders to more easily allow for updates. Computers must then be available to all employees.

**ACTION ITEMS – (4)** Committee discussion on next IT Steering Committee meeting date – December 16<sup>th</sup>, 2009 - third Wednesday

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

#### **G. ADJOURNMENT**

Motion by PC Stanke, seconded by HR Specialist Taubel to adjourn. Motion carried. Meeting adjourned at 9:55 AM.

Respectfully submitted,

Thomas Stoffel  
Committee Secretary

**CITY OF MENASHA**  
**Landmarks Commission**  
**Council Chambers, City Hall – 140 Main Street**  
November 11, 2009  
**DRAFT MINUTES**

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**A. CALL TO ORDER**

Meeting called to order by Co-Chairman Patti Rudolph at 4:30 PM.

**B. ROLL CALL/EXCUSED ABSENCES**

LANDMARKS MEMBERS PRESENT: Commissioners Patti Rudolph, Kristi Lynch, Bernie Zimmerman, Charlie Cross and Alderman Mike Taylor

LANDMARKS MEMBERS EXCUSED: Commissioners Mary Nebel and Joe Weidert

OTHERS PRESENT: CDD Keil, Bob Ramsey

**C. MINTUES TO APPROVE**

1. **Minutes of the October 28, 2009 Landmarks Commission Meeting**

Moved by Alderman Taylor, seconded by Charlie Cross to approve the minutes of the October 28, 2009 Landmarks Commission meeting.

The motion carried.

**D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA OR ANY ITME RELATED TO THE RESPONSIBILITES OF THE LANDMAKRS COMMISSION**

1. No one spoke.

**E. ACTION ITEMS**

1. **Approval of Revised Conceptual Design – Front Façade – 230 Main Street**

Bob Ramsey explained the proposed eliminating the top transom window leveling the height by one foot.

Moved by Alderman Taylor, seconded by Bernie Zimmerman to approve the revised façade concept.

The motion carried.

**F. Discussion Items**

1. **Landmarks Commission Guidebook Development**

- Agenda for next meeting
- What to do with survey
- Application/flow chart
- Website

2. **Community Development Project Checklist**

Moved by Bernie Zimmerman, seconded by Kristi Lynch to approve the Community Development checklist.

The motion carried.

**H. ADJOURNMENT**

Moved by Alderman Taylor, seconded by Charlie Cross to adjourn at 4:47 PM.

The motion carried.

# NEENAH-MENASHA SEWERAGE COMMISSION

## Regular Meeting

Tuesday November 24, 2009

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

**Present:** Commissioners R. Zielinski, D. Youngquist, W. Helein, K. Bauer, G. Falck, W. Zelinski, T. Hamblin; Manager Much, Accountant Voigt.

**Also Present:** Paul Much, Rob Franck, Jim Peichl (MCO); Mike Samsb (Waverly); Chad Olsen (McMahon); Teri Stecker (Diversified Insurance Services).

Motion made by Commissioner R. Zielinski, seconded by Commissioner W. Helein to approve the minutes of the Regular Meeting of October 27, 2009. Motion carried unanimously.

Motion made by Commissioner R. Zielinski, seconded by Commissioner W. Helein to approve the minutes of the Closed Session of October 27, 2009. Motion carried unanimously.

## Correspondence

The following correspondence was discussed:

1. November 3, 2009 letter from Attorney John E. Thiel, NMSC to Mr. Don Verbrick, President Town of Neenah S.D. #2  
RE: Notice of Disallowance and Denial of Notice of Circumstances of Claim.

Manager Much reported he was in attendance at a Sanitary District #2 meeting where he was questioned on the denial of the claim. He reported to the S.D. #2 Commissioners he could not respond to their questions since this was information discussed in a closed session of the NMSC. It was the feeling of Manager Much that the S.D. #2 Commissioners may not fully understand the situation and requested permission to discuss this issue further with S.D. #2 without discussing issues that were discussed by the NMSC in closed session. Motion made by Commissioner D. Youngquist, seconded by Commissioner K. Bauer to have Manager Much further explain the NMSC stance for denial of the claim with the S.D. #2 Commissioners. Motion carried unanimously.

2. November 17, 2009 email from Randall Much, NMSC to Steve Laabs, Town of Menasha Utility District.  
RE: NMSC Mercury Reduction Program – New Dental Offices.

The following correspondence was presented at the meeting:

3. November 11, 2009 letter from Lisa Zilm, Travelers Insurance, to Roger Voigt, NMSC.  
RE: Risk management tour of NMSC facility with no recommendations.

## Budget, Finance, Personnel

Accountant Voigt presented the preliminary financial statements for the month of October 2009. Commissioner D. Youngquist questioned the accounts receivable balances contained within the reports; Accountant Voigt will provide additional detail in the account receivable subsidiary ledger to show how it ties into the general ledger balances. After discussion, motion made by Commissioner D. Youngquist, seconded by Commissioner R. Zielinski to accept the financial statements for the month of October and place it on file. Motion carried unanimously.

Accountant Voigt introduced Teri Stecker from Diversified Insurance Services. Teri reviewed with the Commission the Commercial Insurance Proposal for renewal of the property, liability, and workers compensation policies for calendar year 2010. The Commission is looking at an increase of \$400 over the 2009 rates. This increase is largely attributable to increases in building and plant values. The Commission was reminded that the property coverage deductible is at \$10,000. The Commission questioned coverage for pollution and defense costs; this was discussed at length. After discussion, motion by Commissioner D. Youngquist, seconded by Commissioner W. Zielinski to accept the Commercial Insurance Proposal for 2010 as presented. Motion carried unanimously.

Accountant Voigt presented the 2009 – 2010 Snow Plowing Agreement with Levenhagen Oil Corp; there is no increase in the hourly rates from last year. After discussion, motion by Commissioner W. Zielinski, seconded by Commissioner W. Helein to approve the 2009 – 2010 Snow Plowing Agreement with Levenhagen Oil Corp. Motion carried unanimously.

Accountant Voigt presented MCO Invoices #14027, #14062, and #14067 in the amounts of \$118,252.30, \$785.95 and \$571.91. After discussion, motion by Commissioner D. Youngquist, seconded by Commissioner R. Zielinski to approve for payment MCO Invoices #14027, #14062, and #14067 and to pay the invoices after December 1. Motion carried unanimously.

Accountant Voigt presented the Accountants Report for the month of October. MCO generated \$3,000 in income to the Commission in October. After discussion; motion by Commissioner D. Youngquist, seconded by Commissioner T. Hamblin to accept the Accountants Report for the month of October 2009. Motion carried unanimously.

Accountant Voigt presented for payment McMAHON invoices #48413, #48414 and #48254 in the amounts of \$374.00, \$346.50 and \$3,500.00. After discussion, motion by Commissioner D. Youngquist, seconded by Commissioner R. Zielinski to approve for payment invoices #48413, #48414 and #48254. Motion carried unanimously.

Accountant Voigt reported to the Commission there will be a Bond payment and interest payment made on December 1, 2009.

### **Operations, Engineering, Planning**

Manager Much presented and discussed the operating report for the month of October 2009. The plant is running well. Staff is working with McMAHON personnel on upgrade planning. After discussion, motion by Commissioner R. Zielinski, seconded by Commissioner D. Youngquist to accept the operating report for the month of October 2009. Motion carried unanimously.

Manager Much reported to the Commission on the 230kW Biogas engine. Work is now in the final phase. We are working with Menasha Utilities to verify safety devices and to obtain certification statement. The safety devices are all in German and are in the process of being translated. Issues with the engine have been covered by the seller. There are verification items that are the responsibility of the NMSC. The engine runs smooth and is quiet. It will be about 3-weeks to get a needed relay installed.

McMahon Projects. Chad Olsen presented the Commission with a Preliminary Project List that included a Preliminary Opinion of Probable Cost for each project. The top 3 recommended projects are: 1) SCADA/Controls Replacement, 2) Boiler Biogas Conditioning, 3) Belt Press rehabilitation/replacement. Chad reported he will submit to the Clean Water Fund a notice of intent to apply for funding of the projects. Preliminary paperwork will be presented at the December meeting. Chad reported on rumors of stimulus funds becoming available again. Further discussion ensued on the SCADA System and financing issues.

### Old Business

Interceptor ownership. Manager Much reported that he has no new information to report at this time.

Biosolids Management. Manager Much reported that after the newspaper article in the Post Crescent regarding our biosolids issue, we've received calls from people showing interest in our biosolids product. Veolia will have an update for us by the end of the year. On December 2 there will be a presentation to the Winnebago County Solid Waste board at 9:00 am on our potential interest in building a storage building on the county landfill site.

HVAC System Update. The system is installed and pretty well debugged. They are working on getting the final adjustments made to the system.

Manager Much reported there is no information to be discussed in closed session, nor any actions to be taken.

### Vouchers

Motion made by Commissioner R. Zielinski, seconded by Commissioner D. Youngquist to approve operating and payroll fund vouchers #131302 through #131360 in the amount of \$431,938.15 for the month of October. Motion carried unanimously.

Motion made by Commissioner R. Zielinski, seconded by Commissioner D. Youngquist to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 9:22 a.m.

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President

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Secretary

**THE NEXT REGULAR MEETING IS ON TUESDAY December 22<sup>nd</sup> 2009.**

**CITY OF MENASHA  
Parking Committee  
Third Floor Council Chambers, City Hall - 140 Main Street, Menasha  
December 2, 2009**

**DRAFT MINUTES**

**A. CALL TO ORDER**

Meeting called to order by PWD Radtke at 11:08 a.m.

**B. ROLL CALL/EXCUSED ABSENCES**

PRESENT: Ald. Wisneski; PWD Radtke; CDD Keil; PC Stanke; CA Captain

ALSO PRESENT: Pastor Dan Kiefer, Evangel Worship Center; Carol Schmidt, Public Works and Engineering Department

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

1. Motion by Ald. Wisneski, seconded by PC Stanke to approve the minutes of the August 2, 2009 meeting. Motion carried.

**D. DISCUSSION ITEMS**

1. **Request for First Parking Stall on Milwaukee Street after the Broad Street and Milwaukee Street Intersection be Designated as "Handicap Parking" for Evangel Worship Center**

This item was previously recommended to the Common Council and Common Council referred it back to Parking Committee.

PWD Radtke stated the required access aisle would need to be at the same level, 5' cut out of curb. Terrace is 5'. This would cause an elevation problem. PWD Radtke will take a look at the terrace on Broad Street because it is wider. Currently, there are several handicap stalls in the Broad Street parking lot.

Pastor Kiefer stated the church was made handicap accessible last year. Several of the members and those that come to the food pantry are handicapped. Additionally, he observed that 75' back from the stop sign on Broad Street is no parking. They are currently using the church driveway on Broad Street for unloading; however Pastor is concerned about the steep angle and ice during the winter months.

Much discussion ensued including making 2 stalls in the Broad Street parking lot into one handicap stall.

CDD Keil stated there are a total of 263 stalls in the Broad Street parking lot and 9 of them could be handicap.

Motion made by Ald. Wisneski, seconded by PC Stanke to convert two stalls into one handicap stall and aisle on the southern most end of the Broad Street Parking lot.

## **2. Request to Install Crosswalk on Garfield Avenue at Mondri Akrosil LLC**

The above request was made by Mike Tousey, Safety Coordinator of Mondri Akrosil, LLC . Mike was not present at the meeting.

PC Stanke suggested restricting parking on both sides of the street. He also stated he has gone down there three times and each time there were no trucks there. PWD Radtke and Ald. Wisneski also stated they had checked the area prior to the meeting today and no trucks were present.

The consensus of the Committee was to contact Mondri Akrosil to discuss their willingness to pursue prohibiting parking on both sides of Garfield Avenue in the vicinity of the employee parking lot. If they agree, this item would return to the Parking Committee for follow-up action. Also, we will need to notify the owner next to the parking lot if this item is brought back to the Parking Committee for follow-up action.

## **E. ADJOURNMENT**

1. Motion made by PC Stanke, seconded by CDD Keil to adjourn at 11:42 AM.  
Motion carried.

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

**CITY OF MENASHA**  
**PARKS AND RECREATION BOARD**  
Council Chambers, City Hall – 140 Main Street  
December 12, 2009  
DRAFT MINUTES

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**A. CALL TO ORDER**

Meeting called to order by Chr. D. Sturm at 6:03 PM.

**B. ROLL CALL/EXCUSED ABSENCES**

MEMBERS PRESENT: Chr. D. Sturm, Ald. Joanne Roush, George Korth, Tom Konetzke, Nancy Barker, Ron Suttner and Lisa Hopwood

MEMBERS EXCUSED: None

OTHERS PRESENT: PRD Tungate, PS Maas and Julie Pollnow – Fox Premier Meetings

**C. MINTUES TO APPROVE**

**1. Minutes of the November 9, 2009 Park Board Meeting**

Moved by G. Korth, seconded by N. Barker to approve the minutes of the November 9, 2009 Park Board meeting. Motion carried 7-0.

**D. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA**

Five (5) minute limit for each person.

1. None

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

**1. Park Project Update and Vandalism Report – PS Maas**

PS Maas reported on the following items: new trailer worked well during the Holiday Hayride, crew has been busy hanging holiday lights, state inspection of the drain work at the pool will done in the spring, gazebo at Smith Park is being repaired, minor brick repair was done at the Memorial Building, plans are to close off the Riverwalk from the Harborhouse to Tayco Street due to excessive sidewalk settling. Repairs will be undertaken in the spring. Several incidents of vehicular damage to property at Jefferson Park including fencing at the West Diamond. Minor bathroom vandalism was also reported.

**2. Regional Park Update – PRD Tungate**

Regional park update by PRD Tungate included: appraisal and wetland determination of the property has been done. Invoices for this work will be coming and will be split three ways between Menasha, Appleton and the Town of Harrison.

**3. Youth Involvement on Park Board – PRD Tungate**

PRD Tungate reported he has a meeting set up with a student that has interest in becoming involved with the Park Board. He will report on the results of the meeting next month.

**4. Capitol Improvement Plan – PRD Tungate, PS Maas**

PRD Tungate informed the Board that all departments are putting together a Capital Improvement Plan. Once the plan is complete, staff will seek Board input. A draft of the plan should be ready by next month.

**5. Holiday Hayride Review and Winter Gala Update**

PRD Tungate reported that the Holiday Hayride held on December 4 was a success. The number of later rides may be reduced for next year. Smith Park Winter Gala will be held on Saturday, February 6.

**F. DISCUSSION ITEMS**

**1. Recycling Plan for Park Events – PS Maas**

PS Maas described options for the handling of recyclables at park events. It was suggested that at least one, separate dumpster for recycling could be set up for larger events. This dumpster

could be picked up by the new truck attachment recently proposed by the Department of Public Works. For smaller events, the new brown recycling carts would be used. G. Korth suggested a dumpster fee could be charged. Staff will bring this issue back when a more definitive recommendation is prepared.

2. **Future Revision to Ordinance 12-1-12 Relating to Park Sponsorships and For Profit Events**  
PRD Tungate led a discussion about the need to have park Ordinance 12-1-12 revised. Two areas need amending to allow for sponsorship signs to be officially permitted in city parks and to allow for the possibility of for profit events in city parks. The Board has expressed general support for allowing these changes within the park system. Both measures are seen as ways of generating funds to either offset current operation expenses or to help offset future capital expenses. PRD Tungate has met with CA Captain. The hope is that a draft ordinance revision could be ready by January. Staff has been working with a sponsorship group that is nearly ready to go out and solicit sponsorships at Koslo Park. The intent of the ordinance revision would be to allow sponsorships and for-profit events to occur with the stipulation that the Park Board would set reasonable rules and guidelines for when they would be allowed.

#### **G. ACTION ITEMS**

1. **Request to Add the ThedaCare Picnic to the Departments Large Picnic List – Julie Pollnow**  
Julie Pollnow, representing the ThedaCare picnic, was present. She requested that the picnic be added to the departments big picnic list. This designation allows for an event to book a date before February. Currently about 6 company picnics and events are on this list. Moved by N. Barker, seconded by Ald. J. Roush to allow the ThedaCare picnic to be added to this list. Motion carried 7-0.
2. **2010 Fees for Parks and Recreation Services**  
Ald. J. Roush brought up some proposed changes to staff recommendations for 2010 Fees for Parks, Recreation and the Pool. All were discussed; however, none had a majority of support after Chr. D. Sturm asked for a show of hands.  
  
Moved by Ald. J. Roush, seconded by N. Barker to approve 2010 changes to Parks, Recreation and Pool fees for 2010. Motion carried 7-0.
3. **Review of Comprehensive Plan Sections concerning Park/Recreation/Open Space**  
The Board reviewed the pages of the City's Comprehensive Plan that related to parks and recreation. PRD Tungate described a few minor descriptive revisions. Moved by N. Barker, seconded by T. Konetzke to accept the changes to the park and recreation sections. Motion carried 7-0.

#### **H. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA**

Five (5) minute time limit for each person.

1. None

#### **I. ADJOURNMENT**

Moved by T. Konetzke, seconded by R. Suttner to adjourn at 8:05 PM. Motion carried 7-0.

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

A. CALL TO ORDER

Meeting called to order by Chairman Englebert at 9:29 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

EXCUSED: Ald. Zelinski

ALSO PRESENT: CA/HRD Captain, PC Stanke DPW Radtke, CDD Keil, C/T Stoffel,  
Clerk Galeazzi.

C. MINUTES TO APPROVE

1. Personnel Committee, 10/19/09

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

Motion carried on voice vote

D. ACTION ITEMS

1. Consideration of salary increases for non-represented employees for 2010.

CA/HRD Captain explained the 2010 Budget allows for a 1% increase on Jan. 1, 2010 and a 1% increase on Dec. 31, 2010 for non-represented employee and Police Supervisory Lieutenants, except the City Attorney/Human Resources Director. The increase is consistent with the increase schedule for Union Locals 1035 and 1035-B.

Moved by Ald. Pack, seconded by Ald. Wisneski to recommend approval to  
Common Council

Motion carried on voice vote.

2. Consideration of salary increases for Supervisory Lieutenants for 2010.

Same as D1

Moved by Ald. Wisneski, seconded by Mayor Merkes to recommend approval to  
Common Council

Motion carried on voice vote.

E. ADJOURNMENT

Moved by Ald. Wisneski, seconded by Ald. Pack to adjourn at 9:34 p.m.

Motion carried on voice vote.

Respectfully submitted by  
Deborah A. Galeazzi, WCMC  
City Clerk



**MENASHA POLICE COMMISSION MEETING MINUTES**  
**DRAFT**

DATE: November 19, 2009

Commissioner Liebhauser called the regular bimonthly meeting to order at 5:30pm at the Menasha Safety Building, 430 First Street, Menasha, WI.

Present: Ron Duuck, Jim Liebhauser, Marshall Spencer, Chief Stanke,

Absent: Craig Wussow, Terri Reuss

1. Meeting Minutes.

- Duuck moved to accept the July 16, 2009 minutes, Spencer seconded the motion.
- The motion was unanimously supported.

2. Police Report – Chief Stanke.

**Training Certificates:**

- Amy Cook, FVIC, Police School Liaison training and GREAT Training, BJA
- Chris Groeschel, Tim Styka, Angie Hanchek, Crisis Intervention Team Training, NAMI Fox Valley
- Mark Mauthe and Aaron Zemlock Honor Guard training, Oak Creek PD
- Jeff Jorgenson, Wisconsin Crime Prevention Practitioners Training, Wisconsin Dells
- Joseph Polzien, American Association of Code Enforcement, Dallas Tx
- Chief Stanke, IACP training seminar, Denver, Co,
- Angela Hanchek, CVMIC, Coaching Employees and Team Process Improvement,
- Mark Mauthe, Dave Jagla, Ron Bouchard, Jim Verkuilen, Roger Picard, Mexican Mafia, FBI, Milwaukee office
- Chief Stanke and Mike Brunn, CVMIC, Health and Wellness
- Amy Cook Treatment of Juvenile Sex Offenders, FVTC

**Department assignments**

- Aaron Zemlock selected to replace Jeff Jorgenson as the department Crime Reduction Coordinator. Jeff Jorgenson will return to patrol duty, effective January 10, 2010
- Angela Hanchek selected to fill any open positions in the supervisory Lieutenant slot which may occur in 2010.

3. Correspondence

- Thank you note from Trinity Lutheran Church to Jeff Jorgenson for his involvement with the National Night Out
- Thank you note from Diversified Investigations for Rhonda Coonskin's acknowledging her "prompt, diligent and professional service."

4. Old Business: None.

5. New Business: None.

6. Next Meeting: January 21, 2010.

7. Adjourn, motion by Duuck, seconded by Spencer at 5:37pm.

Menasha alderpersons 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; however no official Action of any of these bodies will be taken.

Menasha is committed to its diverse population. Our non- English speaking population or those with disabilities are invited to contact the Chief of Police at 967-3500 at least 24-hours in advance to ensure special accommodations can be made.

Respectfully submitted,

Marshall Spencer  
Commissioner, Secretary



## MEMORANDUM

TO: City Council & the Mayor

FROM: Pamela A.  Captain

SUBJECT: Appleton Papers Inc. et al. vs. George A. Whiting Paper Co., et al.  
Case No. 08-C-16

DATE: December 17, 2009

The case against the Neenah-Menasha Sewerage Commission brought by Appleton Papers Inc. and NCR Corp. has been dismissed. As a result, the Final Pretrial Conference set for December 21<sup>st</sup> and the trial set to begin on January 4<sup>th</sup> are cancelled.

The Plaintiffs, Appleton Papers Inc. and NCR Corp., sought contribution, under CERCLA, from multiple defendants, including Neenah-Menasha Sewerage District, for costs incurred for PCB cleanup in the Fox River. Plaintiffs, due to ownership interests, have been named as potentially responsible parties by the U.S. Environmental Protection Agency for the environmental damage done to the Lower Fox River. NCP developed and sold and Appleton Coated Paper Company manufactured carbonless paper products coated with PCB-containing emulsion during the 1960s into the 1970s. Defendants, unknown to them at the time, either recycled the carbonless paper products or treated and/or released wastewater containing NCR's PCBs into the river.

On December 16, the Court issued its decision upon cross motions for summary judgment (there were five such motions under consideration). The Court took under consideration the motions for summary judgment and supporting documents which included roughly nine hundred exhibits consisting of such items as expert reports, government reports, corporate records (some dating back to the 1950s), correspondence, laboratory notebooks, and deposition testimony of employees. Judge Griesbach writes, “. . . Plaintiffs are denied contribution herein largely because they were the *mobilizers* of the toxin at issue here, not because they directed its disposal, and because of their passive approach to dealing with the problem once it became an appreciable risk.”

The parties are provided with 30 days within which to notify the Court if there are any other pending motions that need to be addressed or if there is any reason to delay the entry of judgment. Once the entry of judgment occurs, Plaintiffs will have 30 days within which to file notice of an appeal.

## Don Merkes

---

**From:** Brian Tungate  
**Sent:** Tuesday, December 08, 2009 9:54 AM  
**To:** Don Merkes  
**Cc:** 'SueWiz@aol.com'  
**Subject:** RE: Check #23462 Fox Stamp

Mayor and Sue: I first became aware of this invoice a couple weeks ago when I went into Fox Stamp for some other business. They asked when the invoice would be paid, I said please fax over a copy and we would pay it asap. I don't think we were ever mailed an original invoice. It could have been given to a summer staff person. There were no extra charges on the invoice. We've tried to get all of our accounts to mail invoices, but there are still some that hand them out. I will bring this issue up again with our staff next summer.

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

**From:** Don Merkes  
**Sent:** Tuesday, December 08, 2009 8:47 AM  
**To:** Brian Tungate  
**Subject:** Check #23462 Fox Stamp

Brian

Sue would like an explanation in the next council packet as to why the payment for the summer carnival banner was past due

Don

DATE MAILED  
DEC 10 2009

RECEIVED

DEC 14 2009

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 PROCEEDING AND  
PREHEARING CONFERENCE**

<b>Prehearing Conference Date:</b>	<b>Monday, December 21, 2009 – 11:00 a.m.</b>
<b>Conference Location:</b>	<b>Public Service Commission, 610 North Whitney Way, Madison, WI (Amnicon Falls Hearing Room – 1<sup>st</sup> Floor)</b>
This docket uses the Electronic Regulatory Filing system (ERF).	

**THIS IS A PROCEEDING**, pursuant to Wis. Stat. §§ 66.0817 and 196.80, and Wis. Admin. Code §§ PSC 2.71 and 2.72, to consider the joint application of the city of Menasha (Menasha) and WPPI Energy (WPPI), as electric public utilities, for approval of related transactions under which WPPI would purchase and lease back to Menasha the electric distribution assets of Menasha.

The joint applicants also seek a declaratory ruling under Wis. Stat. § 227.41 that consummation of the sale and lease transaction shall not alter the extent of Commission regulation over WPPI.

Further, the joint applicants seek approval of WPPI's proposed purchase of Menasha's ownership shares in American Transmission Company LLC.

Further, Menasha seeks approval under Wis. Stat. §§ 196.03(1), 196.20(1) and (2m), and 196.37(1), (2), and (3) for authority to increase electric rates. Menasha provided information in its filing supporting a revenue increase of 1.74 percent. The Commission will determine the actual level of the rate increase after reviewing the application and holding a hearing. The hearing will be scheduled at a later date. If the Commission authorizes a rate change, the final impact to individual customers will vary with electricity usage, class of service, and the ultimate rates authorized by the Commission.

**NOTICE IS GIVEN** that the Commission will hold a prehearing conference on Monday, December 21, 2009, at 11:00 a.m. in the Amnicon Falls Hearing Room at the Public Service

Docket 5-EI-149

Commission Building, 610 North Whitney Way, Madison, Wisconsin, and continuing at times to be set by the presiding Administrative Law Judge. This building is accessible to people in wheelchairs through the Whitney Way first floor (lobby) entrance. Parking for people with disabilities is available on the south side of the building. Any person with a disability who needs additional accommodations should contact the docket coordinator listed below.

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.

The prehearing conference is being held to: (1) identify persons who will actively participate as parties; (2) identify issues; (3) determine the date and time for a hearing; (4) specify dates for filing testimony and exhibits; and (5) any other matters that will facilitate the hearing.

Parties will be bound by the designation of issues and the schedule adopted at the prehearing conference. Persons who consider themselves to be potential parties should participate in the prehearing conference. Any person 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 10 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.

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

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.

Questions regarding this matter may be directed to docket coordinator Scot Cullen at (608) 267-9229.

Dated at Madison, Wisconsin, December 10, 2009

By the Commission:

  
\_\_\_\_\_  
Sandra J. Paske  
Secretary to the Commission

SJP:RSC:jlt:g:\notice\pending\5-EI-149 prehearing conf.doc

**Town of Menasha Utility District Commission Regular Meeting  
Municipal Complex - Assembly Room - Monday, November 9, 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 and Commission members present were President Tews, Commissioners Gerhart, Hanson, and Youngquist. Commissioner Ziegler was excused. Staff present was Administrator Sturgell, Finance Dir. Piergrossi, Com. Dev. Dir. Dearborn, Water Supt. Roth, Engineer Werner. Excused were Accts. Mgr/Deputy Treas. Pagel, and Wastewater Supt. Laabs. Others present: Amy Vaclavik of McMahon Associates, Barb Knaack

**2. Awards/Presentations**

**3. Minutes to Approve**

a) Regular Utility Commission Meeting - October 26, 2009

MOTION: Hanson/Youngquist to approve the minutes as submitted. Motion carried.

**4. Minutes and Correspondence to Receive**

**Minutes**

a) Grand Chute-Menasha West Sewerage Commission Meetings - September 2 and September 16, 2009

**Correspondence - none**

MOTION: Youngquist/Gerhart to accept the minutes 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.**

**6. Discussion Items**

**7. Unfinished Business**

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

a) 091109-1:UD Change Order No. 3 and Final Payment for Well No. 7, 1665 University Drive

MOTION: Youngquist/Gerhart to approve change order no. 3 and final payment for well no. 7 in the amount by \$65,399.75 for a total contract amount of \$496,360.75 for Water Well Solutions.

Comm. Youngquist expressed his feelings about earlier requests; for Commissioners to receive cost estimates of project increases on an on-going basis as soon as costs are known. Comm. Hanson further commented dollar increases should also come from the engineer and expressed concern whether the money would be there to fund it. Ms. Vaclavik of McMahon was present, commented throughout, and offered to attend more meetings to provide information.

Adm. Sturgell explained discussions with staff to intentionally not construct test wells and save funds (\$125,000/well), and then described the problem that occurred with the ground in that area which drove up the cost. It was noted that overall, the project as a whole came in under budget. Water Supt. Roth explained how he alluded to these issues and once again described the problems with sand during drilling. Pres. Tews understood and told of a past situation when costs were obtained to do a test well, drill two wells, and the exorbitant cost estimates to run pipe under the Fox River and hook up. Comm. Gerhart questioned a different outcome should the town have known these issues prior to bidding, and Water Supt. Roth disagreed and stated any company would have used the same equipment (with having the same problems). Described and discussed also was the time spent for well development, use of the gravel pack, and equipment guarantees/warranties.

On roll call, motion carried 4-0.

- b) 091109-2:UD Change Order No. 2 and Final Payment for Well No. 8, 2340 American Drive  
MOTION: Youngquist/Hanson to approve the change order for well no. 8 in the amount of \$7,629.00, bringing the total contract to \$358,520.00 for Water Well Solutions. Motion carried.
  
- c) 091109-3:UD Expenditures  
MOTION: Youngquist/Gerhart to approve the expenditures without exception. Comm. Youngquist then decided to amend his motion, and explained why he would like to hold back payment on two wells amounting to \$130,551.35 and pay the third bill not relating to the well projects.  
MOTION: Youngquist/Hanson to void the check for Water Well Solutions in the amount of \$188,089.35 and replace with a check to be paid in the amount of \$57,538.00. The balance due in the amount of \$130,551.35 will be on the bills list at the next meeting. On the amendment, motion carried. On the main motion, motion carried.

**9. Reports**

- a) Water Superintendent Roth - *Capital Projects Update*: Reported the 2009 water main relay project final costs (Linda, Bonnie, Valley & Racine Rds.) were \$73,000 under budget; on the Manitowoc Rd. project the contract was increased 15% and was also able to use the \$73,000 saved.  
When crews complete Manitowoc Rd. including Traders Rd. they will have run a total of 7,154 feet. Tomorrow they will finish a total of 4,282 feet, with 2,872 left to run next year. \$25,000 budgeted will be used for blacktopping on Racine Rd. and Valley Rd.

**10. Motions by Commissioners**

**11. Adjourn**

At 5:30 p.m., MOTION: Gerhart/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.*

**Town of Menasha Utility District Commission Regular Meeting  
Municipal Complex - Assembly Room - Monday, November 23, 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 and Commission members present were President Tews, Commissioners, Hanson, Ziegler and Youngquist. Commissioner Gerhart was excused. Staff present was Administrator Sturgell, Com. Dev. Dir. Dearborn, and Water Supt. Roth. Excused were Finance Dir. Piergrossi, Accts. Mgr/Deputy Treas. Pagel, and Wastewater Supt. Laabs. Also present were Melvin Schultz, Edward Porzuc, and Robert Miller.

**2. Awards/Presentations**

**3. Minutes to Approve**

a) Regular Utility Commission Meeting - November 9, 2009

MOTION: Hanson/Youngquist to approve the minutes as submitted. Motion carried. Comm. Ziegler abstained.

**4. Minutes and Correspondence to Receive**

**Minutes**

a) Neenah-Menasha Sewerage Commission - September 22, 2009

MOTION: Hanson/Youngquist to accept the minutes for filing. Motion carried.

**Correspondence**

a) Water Main Breaks - October 2009

b) Water Pumpage Report - October 2009

MOTION: Youngquist/Ziegler to accept the 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.**

**6. Discussion Items**

**7. Unfinished Business**

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

a) 091123 -1:UD Expenditures

MOTION: Youngquist/Ziegler to approve the amount of \$309,534.20 without exception. Motion carried.

**9. Reports**

a) President Tews - Announced a Special Joint Meeting with the Towns of Menasha, Grand Chute, and Greenville for financing the Grand Chute Menasha West Wastewater Plant improvement project on Nov. 30, 2009 at 4:00 pm in the Town of Menasha Assembly Room. Mr. Dave Wagner of Ehlers and Associates will discuss the bonds and there will be a vote of all three towns present.

b) Water Superintendent Roth - *Capital Projects Update*: Manitowoc Rd. was completed last week; electrical work will be performed on both wells with mechanical work done in following weeks; checking hydrants to prepare for the winter months. President Tews inquired about the 3-foot bike path on Valley Rd.; one portion will be graveled over the winter, and blacktopping completed in the spring.

**10. Motions by Commissioners**

**11. Adjourn**

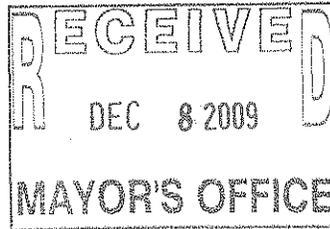
At 5:07 p.m., MOTION: Hanson/Youngquist to adjourn. Motion carried.

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.*

December 3, 2009



Donald Merkes  
City of Menasha City Hall  
140 Main Street  
Menasha WI 54952



United Way Fox Cities

Dear Donald:

**"The miracle is this – the more we share, the more we have."** – Leonard Nimoy

We would like to personally thank you for your generous investment in the work of United Way Fox Cities. We will now carefully invest this money into programs and initiatives that create positive impact, and most importantly, improve lives. Because of the continued commitment and support of you and **City of Menasha City Hall**, the most immediate critical issues and needs of our community will be addressed. In addition, United Way Fox Cities will continue to explore ways to improve the underlying conditions that cause these challenges facing our community in order to generate long-term, positive change.

We sincerely believe it is important for each of us to support United Way Fox Cities in any way we can, because United Way makes a significant impact in the lives of so many people in our community. Each year, one out of every three people in the Fox Cities area is touched in some way by the work of the United Way. Whether it be meeting basic needs, strengthening families, developing our youth, or promoting health, healing, and crisis intervention, the quality of life in our community is made better through your generous support of United Way Fox Cities.

Those of us involved in this year's United Way Campaign see first-hand every day the tremendous impact that your contribution has on making the Fox Cities a better place in which to live.

In closing, we would once again like to thank you for your generous support of United Way. Because of your commitment and trust, we can continue to partner together while improving lives and generating positive results for everyone in the Fox Cities community.

Sincerely yours,

A handwritten signature in black ink that reads "Greg Bell".

Greg Bell  
Campaign Co-Chair

A handwritten signature in black ink that reads "Dean Gruner".

Dean Gruner, M.D.  
Campaign Co-Chair

**LIVE UNITED™**

**GIVE. ADVOCATE. VOLUNTEER.**

**- PROPOSED MINUTES -****WAVERLY SANITARY DISTRICT**

November 10, 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 Martenson (SCM)	Office Mgr. Girdley (CMG)
Resident Jerry Lopas	Admin. Asst. Hallock (SAH)

Approval/acceptance of the 10/13, 10/28, 10/30, 11/2, and 11/4/09 Meeting Minutes was accomplished with LJF's motion and MLS' second. Motion carried 3-0.

Receipt acknowledgement and approval of the October 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**

- Safe water sample receipt
- W/S Connection fee payment
- Water Connection fee issuance

SCM reported the project construction/testing are complete and the safe water sample has been received. The record drawings remain outstanding. SCM anticipates final project acceptance will occur at WSD's 12/8/09 meeting. CMG issued the \$11,480 facilities connection fee/\$50 construction permit fee invoice on 11/2/09 to Dan Pociask at K-C for payment. The \$4,740 water facilities connection fee from K-C will be split equally between developers Mike Krueger and Todd Platt upon receipt. WSD will retain the \$6,740 sewer portion of the sewer facilities connection fee.

**Rock II LLC (Waverly Beach Sports Bar) Road Reservation – Utility easement receipt status**

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.

WAVERLY SANITARY DISTRICT

November 10, 2009

Page 2

**OLD BUSINESS**

- **Water Sample Tests' Results**

RWK reported all five tests, two taken 10/13/09 and three taken 10/20/09, 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 station  
– 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 remains outstanding. SCM will investigate the easement status. This issue will be resolved at closing if not before.

- **Meter Station Land Purchase**

**\*\* Quit Claim Deed from WSD to VHE II-5 (Appleton's land) – Recorded 10/16/09**

CMG reported CJH recorded the Deed on 10/16/09 and provided WSD with a copy of the Deed on 10/29/09.

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

SCM stated this document will be received at closing.

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

SCM stated the required approvals were obtained from WSD/TOH as of 11/7/09, and the CSM was contingently approved by the County on 10/20/09 stating access concerns. The Calumet County Planning & Highway Department's office is holding the CSM until Calumet County determines whether a turn lane installed in the right-of-way would create a setback issue for WSD's meter station building. If this is not an issue, the CSM will be signed and recorded.

**\*\* Meter Station site parcel closing status/scheduled closing date**

If the easement issue is resolved and CSM recording occurs, SCM anticipates the closing will occur Wednesday, 11/11/09 or Friday, 11/13/09. After closing occurs, the Purchase Agreement will be signed and the Purchase Agreement expenses stated below will be paid by WSD to VHE II-5. CJH will do the Title Letter report after closing occurs.

**Purchase Agreement Expenses:** Land purchase price--\$23,000.00  
CSM related costs-----\$ 2,000.00  
Water main upsizing--\$10,460.65

**WAVERLY SANITARY DISTRICT**

November 10, 2009

Page 3

**OLD BUSINESS – CONTINUED**

- **Water Metering Station – current construction schedule discussion // Start Date: 11/16/09**  
SCM predicts construction will begin 11/17/09 or 11/18/09 if the CSM issue is resolved and the meter station site closing occurs as stated above.
  
- **Road Access Development Agreement – WSD’s 11/2/09 meeting approval issued to TOH**  
CMG reported 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.

**GENERAL CONSTRUCTION STATUS (INDIVIDUAL PROJECTS)**

- **Woodland Hills Heights – Project status report**  
SCM stated Hagens plans to begin utility construction January 2010. DNR approval has been received. The executed Waiver of Assessment was received on 2/9/09.
  
- **Birling Court Extension (Andrysczyk) – Project status report**  
SCM/WSD have not received contact/information regarding this project since WSD’s 10/13/09 meeting. SCM anticipates this project will not proceed until the housing market improves. The executed Waiver of Assessment was received from SCM on 12/13/07.
  
- **Lake Park Condominiums – Project status report**  
SCM/WSD have not received contact/information regarding this project since WSD’s 10/13/09 meeting. SCM anticipates this project will not proceed until the housing market improves. 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.**  
SCM/WSD have not received contact/information regarding this project since WSD’s 10/13/09 meeting. The signed Waiver of Assessment was received 1/24/06. The TOH Fire Dept. burned the existing house/barn on October 24, 2009 utilizing a “controlled burn” as previously planned.  
**Note: Fifteen thousand gallons used.**

**NEW BUSINESS**

- **Establish the December Meeting Date – Tuesday, December 8, 2009 (8:30 a.m.) District Office**  
Tuesday, December 8, 2009 at 8:30 a.m. was established as the December meeting date/time. The meeting will be held at the District’s office. Mike Siewert will attend the December meeting in SCM’s absence.

**WAVERLY SANITARY DISTRICT**

November 10, 2009

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**NEW BUSINESS - CONTINUED****- US EPA Administrative Order – Federal Drinking Water Regulation 11/08 Violation notification issuance status**

SAH reported public notification to all WSD customers occurred on 10/27/09 (10/31/09 deadline). The required information was mailed to US EPA representative Jennifer Kurtz Crooks on 10/28/09. RWK reported WSD is scheduled take water samples for testing on 11/16/09 to bring WSD in compliance with the above regulation. RWK was informed by COA that this testing will be done again during 2010 as a combined effort with WSD, Sherwood, and the Town of Grand Chute.

**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. 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 Hietpas had Great Lakes repair a leak to one of the lines into LS #4's wet well previously installed by Hietpas at no additional cost to WSD.

**OTHER BUSINESS TO LEGALLY COME BEFORE THE COMMISSION****Lift Station #4 Upgrade – RWK to report status of Crane Engineering's mixer installation**

RWK reported the mixer has been installed and is working as expected. When the mixer was started, a corroded bubbler line broke. The bubbler line was repaired utilizing all stainless steel parts. Bubbler repair cost unknown as of the meeting date, but was estimated at approximately \$1,500.

**WAVERLY SANITARY DISTRICT**

November 10, 2009

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

**Waverly Sanitary District's Rezone Issue – Calumet County's formal rezone approval status  
– Anticipated installation and completion date of  
WSD's new facility sign**

CMG reported WSD's rezoning request has been formally approved by Calumet Co. The sign will be installed as of 11/10/09. Jones Sign increased the sign's letters from a depth of 3" to 5" at no additional cost to WSD.

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

State of Wisconsin  
 Department of Natural Resources  
 dnr.wi.gov

**DRAFT**

Due by March 31, 2009

This form is for the purpose of annual reporting on activities undertaken pursuant to the Municipal Separate Storm Sewer System (MS4) General Permit No. WI-S050075-1. An owner or operator of a municipal separate storm sewer system covered by the general permit under Chapter NR 216, Wis. Adm. Code, is required to submit an annual report to the Department of Natural Resources by March 31 of each year to report on activities for the previous calendar year. A municipality that received its initial permit coverage in 2006 needs only to report on activities undertaken in calendar year 2008. A municipality that received its initial permit coverage in 2007 needs to report on activities undertaken in both calendar years 2007 and 2008.

Use of this specific form is optional. The Department of Natural Resources has created this form for the user's convenience and believes that the information requested on this form meets the reporting requirements for an owner or operator of a municipal separate storm sewer system covered by the general permit.

**Instructions:** Complete each section of the form that follows. If additional space is needed to respond to a question, attach additional pages. Provide descriptions that explain the program actions taken to-date to comply with the general permit. Complete and submit the annual report by March 31, 2009, to the appropriate address indicated on the last page of this form.

**SECTION I: Municipal Information**

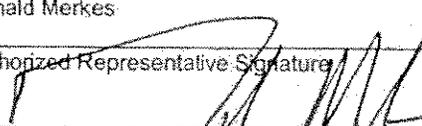
Name of Municipality City of Menasha		Facility ID No. (FIN) 31110	
Mailing Address 140 Main Street	City Menasha	State WI	Postal Code 54952
County(s) in which Municipality is located Winnebago, Calumet	Type of Municipality: (check one) <input type="checkbox"/> County <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> Other (specify)		

**SECTION II: Municipal Contact Information**

Name of Municipal Contact Person Mark Radtke		Title Director of Public Works	
Mailing Address 140 Main Street	City Menasha	State WI	Postal Code 54952
E-mail Address mradtke@ci.menasha.wi.us	Telephone No. (including area code) (920) 967-3610	Fax No. (including area code) (920) 967-5272	

**SECTION III: Certification**

*I hereby certify that I am an authorized representative of the municipality covered under MS4 General Permit No. WI-S050075-1 for which this annual report is being submitted and that the information contained in this document and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.*

Authorized Representative Printed Name Donald Merkes	Authorized Representative Title Mayor	
Authorized Representative Signature 	Date Signed 29 MAY 2009	
E-mail Address dmerkes@ci.menasha.wi.us	Telephone No. (including area code) (920) 967-3601	Fax No. (including area code) (920) 967-5273

**SECTION IV: General Information**

a. Describe what efforts the municipality has undertaken to invite the municipal governing body, interest groups, and the general public to review and comment on the annual report.

See attached sheets.

b. Describe how elected and municipal officials and appropriate staff have been kept apprised of the municipal storm water discharge permit and its requirements.

See attached sheets

c. Has the municipality prepared its own municipal-wide storm water management plan?  Yes  No

If yes, title and date of storm water management plan:  
January 30, 2008 - We are still awaiting final approval by DNR.

d. Has the municipality entered into a written agreement with another municipality or a contract with another entity to perform one or more of the conditions of the general permit as provided under Section 2.10 of the general permit?  Yes  No

If yes, describe these cooperative efforts:

e. Does the municipality have an internet website?  Yes  No

If yes, provide web address:  
[www.cityofmenasha-wi.gov](http://www.cityofmenasha-wi.gov)

If the municipality has an internet website, is there current information about or links provided to the MS4 general permit and/or the municipality's storm water management program?  Yes  No

If yes, provide web address:  
[www.cityofmenasha-wi.gov](http://www.cityofmenasha-wi.gov)

**SECTION V/ Permit Conditions**

a. Minimum Control Measures: For each of the permit conditions listed below, provide a description of the status of implementation of program elements, the status of meeting measurable goals, and compliance with permit schedule in section 3 of the MS4 general permit. Be specific in describing the actions that have been taken during the reporting year to implement each permit condition and whether measurable goals have been met, including any data collected to document a measurable goal. Also, explain the reasons for any variations from the compliance schedule in the MS4 general permit.

- Public Education and Outreach  
See attached sheet.
  
- Public Involvement and Participation  
See attached sheet.
  
- Illicit Discharge Detection and Elimination  
See attached sheet.
  
- Construction Site Pollutant Control  
See attached sheet.
  
- Post-Construction Storm Water Management  
See attached sheet.
  
- Pollution Prevention  
See attached sheet.

b. Storm Water Quality Management: Has the municipality completed a pollutant-loading analysis to assess compliance with the 20% TSS reduction developed urban area performance standard?  Yes  No

If yes, provide the following: Model used WinSLAMM Version 9.2.5 Reduction (%) 10.1 (see attached)

Has the municipality completed a pollutant-loading analysis to assess compliance with the 40% TSS reduction developed urban area performance standard?  Yes  No

If yes, provide the following: Model used WinSLAMM Version 9.2.5 Reduction (%) 10.1 (see attached)

Has the municipality completed an evaluation of all municipal owned or operated structural flood control facilities to determine the feasibility of retrofitting to increase TSS removal?  Yes  No If yes, describe:

c. Storm Sewer System Map: Describe any changes or updates to the storm sewer system map made in the reporting year. Provide an updated map.

Map is attached, but we still need to address a few shortcomings with the MS4 permit requirements.

**SECTION VI. Fiscal Analysis**

a. Municipalities that received initial permit coverage in 2006: Provide a fiscal analysis that includes the annual expenditures for 2008, and the budget for 2008 and 2009. Municipalities that received initial permit coverage in 2007: Provide a fiscal analysis that includes the annual expenditures for 2007 and 2008; and the budget for 2007, 2008, and 2009. A table to document fiscal information is provided on page 6 (Municipalities that received initial permit coverage in 2006 do not need to complete expenditure and budget information for 2007.).

b. What financing/fiscal strategy has the municipality implemented to finance the requirements of the general permit?  
 Storm water utility    General fund    Other Permit fees

c. Are adequate revenues being generated to implement your storm water management program to meet the permit requirements?    Yes    No

Please provide a brief summary of your financing/fiscal strategy and any additional information that will assist the Department in understanding how storm water management funds are being generated to implement and administer your storm water management program.

A storm water utility was created with an initial effective coverage date of January 1, 2009. The budget was established with objectives of meeting the 20% TSS reduction threshold via construction of a new storm water management pond in 2009, complying with the requirements of NR 216, operating and administering our storm water management plan and planning for future TSS reductions.

**SECTION VII. Inspections and Enforcement Actions**

**Note:** If an ordinance listed below has previously been submitted and has not been amended since that time, a copy does not need to be submitted again. If the ordinance was previously submitted, indicate such in the space provided.

a. As of the date of this annual report, has the municipality adopted a construction site pollutant control ordinance in accordance with subsection 2.4.1 of the general permit?    Yes    No   If yes, attach copy or provide web link to ordinance:

b. As of the date of this annual report, has the municipality adopted a post-construction storm water management ordinance in accordance with subsection 2.5.1 of the general permit?    Yes    No   If yes, attach copy or provide web link to ordinance:

c. As of the date of this annual report, has the municipality adopted an illicit discharge detection and elimination ordinance in accordance with subsection 2.3.1 of the general permit?    Yes    No   If yes, attach copy or provide web link to ordinance:

The ordinance is expected to be adopted in May, 2009.

d. As of the date of this annual report, has the municipality adopted any other ordinances it has deemed necessary to implement a program under the general permit (e.g., pet waste ordinance, leaf management/yard waste ordinance, parking restrictions for street cleaning, etc.)?    Yes    No   If yes, attach copy or provide web link to ordinance:

e. Provide a summary of available information on the number and nature of inspections and enforcement actions conducted during the reporting period to ensure compliance with the ordinances described in a. to d. above.

Construction Site Pollutant Control Ordinance - approximately 110 erosion control inspections and 20 enforcement actions.



**SECTION VIII: Water Quality Concerns**

a. Does any part of the MS4 discharge to an outstanding resource water (ORW) or exceptional resource water (ERW) listed under s. NR 102.10 or 102.11, Wis. Adm. Code? (A list of ORWs and ERWs may be found on the Department's Internet site at: <http://dnr.wi.gov/org/water/wm/wqs/orwerw/>)  Yes  No If yes, list:

b. Does any part of the MS4 discharge to an impaired waterbody listed in accordance with section 303(d)(1) of the federal Clean Water Act, 33 USC § 1313(d)(1)(C)? (A list of the most current Wisconsin impaired waterbodies may be found on the Department's Internet site at: <http://dnr.wi.gov/org/water/wm/wqs/303d/303d.html>)  Yes  No If yes, complete the following:

- Impaired waterbody to which the MS4 discharges:

Lake Winnebago, Lower Fox River

- Description of actions municipality has taken to comply with section 1.5.2 of the MS4 general permit for discharges of pollutant(s) of concern to an impaired waterbody:

The City has posted IDDE information on its website; has published an article regarding lawn fertilizing in its spring newsletter; has promoted the annual urban clean sweep program; has completed a pet waste brochure for 2009 distribution; has conducted routine regular street sweeping operations; has experimented with the use of geomelt to reduce the amount of road salt used; and has created a nutrient management policy for city-owned properties.

c. Identify any known water quality improvements in the receiving water to which the MS4 discharges during the reporting period.

Continued PCB removal operations in the Lower Fox River

d. Identify any known water quality degradation in the receiving water to which the MS4 discharges during the reporting period and what actions are being taken to improve the water quality in the receiving water.

The City is not aware of any water quality degradation in the receiving water.

**SECTION IX: Department of Commerce Authority**

Does the municipality currently have authority from the Wisconsin Department of Commerce to regulate erosion control at public buildings and places of employment?  Yes  No

If no, has the municipality requested such authority from the Department of Commerce pursuant to s. 101.1205(4), Wis. Stats., within 18 months after the municipality's permit coverage start date?  Yes  No If no, explain:  
Requested on March 28, 2008. We needed to have someone on staff become certified as a Soil Erosion Inspector, which was recently accomplished. The City is in the process of resubmitting its application for authority to DComm.



NORTHERN REGION COUNTIES			WEST CENTRAL REGION COUNTIES		
Ashland	Langlade	DNR Service Center	Adams	Marathon	DNR Service Center
Barron	Lincoln	1401 Tower Ave.	Buffalo	Monroe	5301 Rib Mountain Rd.
Bayfield	Oneida	Superior, WI 54880	Clark	Portage	Wausau, WI 54401
Burnett	Polk	Phone: (715) 392-7988	Crawford	Trempealeau	Phone: (715) 359-4522
Douglas	Price		Jackson	Vernon	
Florence	Rusk		Juneau	Wood	
Forest	Sawyer		La Crosse		
Iron	Taylor				
	Vilas				
	Washburn		Chippewa	Pepin	DNR Service Center
			Dunn	Pierce	890 Spruce St.
			Eau Claire	St. Croix	Baldwin, WI 54002
					Phone: (715) 684-2914

NORTHEAST REGION COUNTIES			SOUTH CENTRAL REGION COUNTIES		
Brown	Marquette	DNR Northeast Region	Columbia	Jefferson	DNR South Central Region
Calumet	Menominee	2984 Shawano Ave.	Dane	LaFayette	3911 Fish Hatchery Rd.
Door	Oconto	Green Bay, WI 54313	Dodge	Richland	Fitchburg, WI 53711
Fond du Lac	Outagamie	Phone: (920) 662-5100	Grant	Rock	Phone: (608) 275-3266
Green Lake	Shawano		Green	Sauk	
Kewaunee	Waupaca		Iowa		
Manitowoc	Waushara				
Marinette	Winnebago				

SOUTHEAST REGION COUNTIES		
Kenosha	Sheboygan	DNR Service Center
Milwaukee	Walworth	141 NW Barstow Street,
Ozaukee	Washington	Room 180
Racine	Waukesha	Waukesha, WI 53188
		Phone: (262) 884-2300

**Public Education and Outreach Program (Section 2.1)**

2.1.1. Promote detection and elimination of illicit discharges and water quality impacts associated with such discharges from municipal separate storm sewer systems.

Complete	Date	Activity	Notes
No	NA	Create and distribute IDDE response brochure and link it to City website.	Planned for 2009.
Yes	3/08	Publish IDDE response information on City of Menasha website and/or city newsletter.	Information posted on city website.

2.1.2 Inform and educate the public about the proper management of materials that may cause storm water pollution from sources including automobiles, pet waste, household hazardous waste and household practices.

Complete	Date	Activity	Notes
Yes	3/08	Publish educational information on storm water pollution on city website.	
Yes	3/08	At least annually, publish an article in the city newsletter relating to various aspects of pollution prevention.	Published article "Does Your Lawn Need To Go On A Diet" in spring newsletter.
Yes	4/08	Participate in annual urban clean sweep program.	Advertised in city newsletter 03/08.
Partial	10/08	Create and distribute pet waste brochure.	Brochure completed, will be printed and distributed spring 2009.

2.1.3 Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides.

Complete	Date	Activity	Notes
Yes	03/08	At least annually, publish an article in the city newsletter regarding yard waste management.	Published article "Does Your Lawn Need To Go On A Diet" in spring newsletter. Educational information posted on city website 03/08.

- 2.1.4 Promote the management of streambanks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways.

Complete	Date	Activity	Notes
Yes	05/08	Promote the Winnebago County Shoreline Expo by publishing a message on the city's website and/or article in city newsletter.	Both website and city newsletter were utilized.

- 2.1.5 Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks.

Complete	Date	Activity	Notes
Yes	03/08	Publish residential infiltration information on city website.	
Yes	03/08	Create a residential infiltration informational brochure.	Handout available in Building Inspection Department relating to installing raingardens.

- 2.1.6 Inform and where appropriate, educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices.

Complete	Date	Activity	Notes
Yes	3/08	Publish construction site erosion control information on city web site.	
No	NA	Place construction site erosion control information for public and contractors in the Building Inspection Department.	Planned for 2009.

- 2.1.7 Identify businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences on methods of storm water pollution prevention.

Complete	Date	Activity	Notes
No	NA	Prepare educational reference guide or materials specific to businesses and activities that may pose a threat to stormwater facilities.	Planned for 2009.

2.1.8 Promote environmentally sensitive land development designs by developers and designers.

Complete	Date	Activity	Notes
No	NA	Create a procedural check point that requires consideration of various elements of environmentally sensitive land development design options.	Planned for 2009.

**Public Involvement and Participation Program (Section 2.2)**

2.2 The permittee shall implement a program to notify the public of activities by this permit and to encourage input and participation from the public regarding these activities. This program shall include measurable goals for public involvement and participation and comply with applicable state and local public notice requirements.

Complete	Date	Activity	Notes
Yes	04/08	Present MS4 Annual Report at Common Council meeting	Additional measurable goals to be developed by 7/09.

**Illicit Discharge Detection and Elimination (Section 2.3)**

2.3 Recognizing the adverse effects illicit discharges can have on receiving waters, the permittee shall develop, implement and enforce a program to detect and remove illicit connections and discharges to the MS4.

Complete	Date	Activity	Notes
No	NA	Adopt ordinance relating to illicit discharge.	Ordinance will be finalized and submitted to WisDNR in 5/09.
No	NA	Establish procedures for illicit discharge detection and elimination.	Procedures and measurable goals will be established per Section 2.3.4 by 7/09 (informal procedures already exist).

**Construction Site Pollutant Control (Section 2.4)**

2.4 Each permittee shall develop, implement and enforce a program to reduce the discharge of sediment and construction materials from construction sites.

Complete	Date	Activity	Notes
Yes	6/08	Adopt ordinance relating to construction site pollutant control.	
Yes	6/08	Establish construction site inspection and enforcement of erosion and sediment control measures.	Measurable goals will be developed by 7/09.

**Post-Construction Storm Water Management (Section 2.5)**

2.5 The permittee shall develop, implement and enforce a program to require control of the quality of discharges from areas of new development and redevelopment, after construction is completed.

Complete	Date	Activity	Notes
Yes	1/09	Adopt ordinance relating to post-construction storm water management	
Yes	1/09	Establish procedures for maintenance of post-construction long-term maintenance	Included in post-construction storm water management ordinance. Measurable goals will be developed by 7/09.

**Pollution Prevention (Section 2.6)**

2.6 Each permittee shall develop and implement a pollution prevention program that establishes measurable goals for pollution prevention.

Complete	Date	Activity	Notes
Partial		Conduct routine inspection and maintenance of municipally owned or operated structural storm water management facilities to maintain their pollutant removal operating efficiency.	Sites have been identified and inspections of partial sites conducted in 2008. All sites to be inspected in 2009.
Yes		Conduct routine street sweeping and catch basin cleaning – weekly for downtown area and parking lots; monthly for remainder of city.	
Yes		Properly dispose of street	Measurable goals

		sweeping and catch-basin cleaning waste.	will be developed by 7/09.
Yes		If road salt or other deicers are applied, use no more than necessary to maintain public safety.	Measurable goals will be developed by 7/09.
Yes		Properly manage leaves and grass clippings, including on-site beneficial reuse as opposed to collection	Measurable goals will be developed by 7/09.
No		Conduct storm water pollution prevention planning for municipal garages, storage areas and other sources of storm water pollution from municipal facilities	Measurable goals will be developed by 7/09.
Yes		Apply lawn and garden fertilizers on municipally controlled properties, with pervious surfaces over 5 acres each, in accordance with a site-specific nutrient application schedule based on appropriate soil tests.	A nutrient management policy is already in effect for city-owned properties. Measurable goals will be developed by 7/09.
No		Provide education of appropriate municipal and other personnel involved in implementing this program.	Measurable goals will be developed by 7/09.
No		Establish measures to reduce municipal sources of storm water contamination within source water protection areas.	Measurable goals will be developed by 7/09.

**Response to Section V. Permit Conditions, Item b. Storm Water Quality Management –**

The City of Menasha has currently achieved a TSS reduction of only 10.1%. The primary reason for this shortfall is the inability to construct a planned significant storm water pond coincident with the 20% TSS reduction timeline. The City of Menasha and the Town of Menasha have entered into agreement for the design and construction of a major storm water pond in the Town of Menasha that will result in an additional 16% TSS reduction for the City of Menasha. It is expected this pond will be constructed in late 2009 or early 2010. We are also awaiting a response to our request for Stimulus funds to assist in the construction of this pond.



1425 Corporate Center Drive  
Sun Prairie, WI 53590  
P: 608.834.4500 F: 608.837.0274  
www.wppienergy.org

**MEMORANDUM**

NOV 25 2009

TO: WPPI Energy Member Managers

CC: Andy Kellen, Anne Rodriguez, Bev Lindquist, Dan Ebert, Jake Oelke, Lauri Isaacson, Mallory Stanford, Marty Dreischmeier, Melanie Juedes, Mike Stuart, Nicole Guld, Pat Connors, Peggy Jesion, Phil Hansen, Roy Thilly, Tim Ament, Tom Hanrahan, Tom Paque, WPPI Energy ESRs

FROM: Tammy Freeman

DATE: November 23, 2009

SUBJECT: *Typical Bill Comparison Summary*

Attached is a summary of the current typical bill comparison for WPPI members. It compares members' current electric rates to comparable rates of the investor-owned utilities for standard usage of residential, commercial and large power/industrial customers. Actual January through September 2009 wholesale power cost information was applied in the comparison with budgeted information for October through December to estimate your average annual PCAC, if applicable. Your actual monthly PCAC will vary from this average annual estimate.

**Iowa Members**

This comparison applies the current approved rates for Interstate Power & Light Co. and MidAmerican Energy Company. All associated surcharges or credits are also applied. At this time, we do not have a summary of IOU rate activity. We will include this in future typical bill comparison memos.

**Michigan Members**

This comparison applies the current approved rates for Detroit Edison Company, Marquette Board of Power & Light, UPPCO, WE Energies, WPS and XCEL. All associated surcharges or credits are also applied. At this time, we do not have a summary of IOU rate activity. We will include this in future typical bill comparison memos.

**Wisconsin Members**

This comparison applies the current approved rates for Alliant, MG&E, WE Energies, WPS and XCEL. All associated fuel surcharges or credits are also applied. The table below summarizes the most recent approved rate activity for the IOUs.

<b>Investor-Owned Utility</b>	<b>Percent Change</b>	<b>Effective Date</b>
Alliant Energy (fuel cost surcharge) (2009 rate adjustment)	1.60% 0.00%	4/25/08 1/1/09
Madison Gas & Electric (MG&E) (fuel cost surcharge) (2009 rate adjustment) (fuel cost adjustment)	2.35% (0.74%) (1.88%)	5/6/08 1/1/09 5/9/09
WE Energies (fuel cost surcharge) (Point Beach sales credit adj.) (fuel cost surcharge reduced)	5.10% 3.20% (2.90%)	7/8/08 1/1/09 5/1/09
Wisconsin Public Service (WPS) (final fuel cost surcharge) (2009 rate adjustment)	5.10% 0.00%	7/4/08 1/1/09
XCEL Energy (fuel cost surcharge) (2009 rate adjustment)	3.00% 0.00%	5/6/08 1/1/09

Currently, there are eight IOU rate proceedings pending at the PSC.

<b>Investor-Owned Utility</b>	<b>Percent Change</b>	<b>Filed Date</b>
Alliant Energy (2010 rate adjustment) (fuel cost review)	9.20%	3/25/09 8/28/09
MG&E (2010 rate adjustment)	4.50%	4/28/09
WE Energies (2010 rate adjustment)	2.80%	3/13/09
WPS (Limited Reopener to increase rates) (fuel cost review)	5.00%	5/1/09 4/23/09
XCEL Energy (2010 rate adjustment) (fuel cost review)	5.70%	4/29/09 4/21/09

In addition, Alliant, WPS and XCEL all received no increase in rates for 2009. To accomplish this, the PSC rolled each respective utility's fuel surcharge into based rates and eliminated the fuel surcharges.

We anticipate rates for WPPI members, in general, will become more competitive in 2010 pending the outcome of IOU rate cases. We also believe that additional progress will be made on the retail rate competitiveness front in 2011.

If you have any questions regarding this comparison, please let me know.

**MENASHA UTILITIES  
ELECTRIC RATE COMPARISON - BASED ON 2009 ESTIMATES  
MONTHLY BILL CALCULATION**

RATES	Menasha (1)	WE Energies (2)	Percent Above or Below	Wisconsin Public Service (3)	Percent Above or Below	Alliant Energy (4)	Percent Above or Below	XCEL Energy (5)	Percent Above or Below	Madison Gas & Electric (6)	Percent Above or Below
<b>RESIDENTIAL</b>											
100 kWh	\$16.20	\$18.73	15.6%	\$17.44	7.6%	\$18.16	12.1%	\$17.81	9.9%	\$21.29	31.4%
500 kWh	\$53.00	\$63.26	19.3%	\$64.40	21.3%	\$60.10	13.4%	\$57.05	7.6%	\$71.66	35.2%
750 kWh	\$76.00	\$91.08	19.8%	\$93.74	23.3%	\$86.32	13.6%	\$81.57	7.3%	\$103.13	35.7%
1,000 kWh	\$99.00	\$118.91	20.1%	\$123.09	24.3%	\$112.53	13.7%	\$106.09	7.2%	\$134.61	36.0%
2,000 kWh	\$191.00	\$230.22	20.5%	\$240.48	25.9%	\$217.39	13.8%	\$204.18	6.9%	\$260.52	36.4%
<b>GENERAL SERVICE</b>											
4 kW 500 kWh (1-phase)	\$54.65	\$63.26	15.7%	\$64.92	18.8%	\$60.10	10.0%	\$57.05	4.4%	\$71.66	31.1%
16 kW 2,000 kWh (1-phase)	\$194.60	\$230.22	18.3%	\$237.93	22.3%	\$217.39	11.7%	\$204.18	4.9%	\$260.52	33.9%
30 kW 6,000 kWh (3-phase)	\$574.80	\$683.07	18.8%	\$702.29	22.2%	\$644.71	12.2%	\$622.84	8.4%	\$770.56	34.1%
40 kW 10,000 kWh (3-phase)	\$948.00	\$1,128.31	19.0%	\$1,163.65	22.7%	\$1,064.15	13.3%	\$924.87	(2.4%)	\$1,147.90	21.1%
<b>SMALL POWER SERVICE</b>											
150 kW 60,000 kWh (secondary)	\$5,118.00	\$5,336.95	4.3%	\$4,725.87	(7.7%)	\$4,801.90	(6.2%)	\$4,560.42	(10.9%)	\$5,695.60	11.3%
<b>LARGE POWER TOD SERVICE (7)</b>											
300 kW 120,000 kWh (secondary)	\$9,440.19	\$10,627.41	12.6%	\$9,421.23	(0.2%)	\$9,776.00	3.6%	\$9,520.58	0.9%	\$11,005.29	16.6%
500 kW 200,000 kWh (primary)	\$15,227.91	\$16,322.17	7.2%	\$15,356.72	0.8%	\$15,655.19	2.8%	\$15,312.98	0.6%	\$17,936.16	17.8%
1,000 kW 400,000 kWh (primary)	\$29,832.62	\$31,878.27	6.9%	\$28,063.54	(3.9%)	\$31,077.09	4.2%	\$30,243.95	1.4%	\$34,439.92	15.4%
<b>INDUSTRIAL POWER TOD SERVICE</b>											
4,000 kW 2,000,000 kWh (primary)	\$141,725.80	\$145,223.98	2.5%	\$132,769.70	(6.3%)	\$142,610.23	0.6%	\$132,634.76	(6.4%)	\$159,643.60	12.6%
10,000 kW 5,700,000 kWh (transmission)	\$379,886.52	\$390,082.36	2.7%	\$343,601.47	(9.6%)	\$365,612.37	(3.8%)	\$355,842.57	(6.3%)	\$438,002.10	15.3%
20,000 kW 12,000,000 kWh (transmission)	\$781,834.79	\$808,847.77	3.5%	\$714,888.81	(8.6%)	\$755,681.29	(3.3%)	\$738,234.10	(5.6%)	\$909,386.58	16.3%
35,000 kW 21,000,000 kWh (transmission)	\$1,367,835.88	\$1,415,089.84	3.5%	\$1,250,411.92	(8.6%)	\$1,322,022.26	(3.3%)	\$1,291,793.43	(5.6%)	\$1,591,307.26	16.3%
50,000 kW 30,000,000 kWh (transmission)	\$1,953,836.97	\$2,021,331.92	3.5%	\$1,785,935.03	(8.6%)	\$1,888,363.23	(3.4%)	\$1,845,352.76	(5.6%)	\$2,273,227.94	16.3%

- (1) MENASHA UTILITIES bills estimated using rates effective 11/3/06 and a projected 2009 PCAC of \$ 0.0151 per kWh  
 (2) WE Energies bills based on their approved 2008 rates and includes a Point Beach sales credit which varies by rate class. Also included is a fuel surcharge which varies by rate class.  
 (3) WPSC based on their approved 2009 rates and includes a fuel surcharge of \$ - per kWh  
 (4) Alliant Energy based on their approved 2009 rates and includes a fuel surcharge of \$ - per kWh  
 (5) XCEL Energy based on their approved 2009 rates and includes a fuel surcharge of \$ - per kWh  
 (6) MG&E based on their approved 2009 rates and includes a proposed fuel surcharge of \$ (0.00204) per kWh  
 (7) For TOU rates, on- and off-peak energy splits are adjusted to match the billing periods of each utility.

CITY OF MENASHA  
COMMON COUNCIL  
Third Floor Council Chambers  
140 Main Street, Menasha  
Monday, December 7, 2009  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:36 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

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

EXCUSED: Ald. Zelinski

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Stanke, FC Auxier, DPW Radtke, CDD Keil, PHD Nett, C/T Stoffel, PWS Jacobson, Clerk Galeazzi and the Press.

DEPT. HEAD EXCUSED: PRD Tungate

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, 11/16/09
- b. Board of Public Works, 11/16/09
- c. Committee on Aging, 10/8/09
- d. Complete Count Census Committee, 11/4/09
- e. Housing Authority, 11/3/09
- f. Library Board, 11/19/09
- g. NM Fire Rescue, Joint Finance & Personnel Committee, 11/18/09
- h. NM Sewerage Commission, 10/27/09
- i. NM Sewerage Commission, Closed Session, 10/27/09
- j. Plan Commission, 11/17/09
- k. Safety Committee; Parks and Public Works; 10/27/09
- l. Safety Committee; Police, 9/17/09
- m. Sustainability Board; 10/20/09, 11/17/09
- n. Water & Light Commission, 11/18/09

Communications:

- o. Customers First! Newsletter, The Wire, December 2009
- p. Menasha Historical Society Newsletter, 12/09
- q. Paul Brunette (Wreath Factory), 11/30/09; Thank you to Jim Card (Sign Shop)
- r. Winnebago Cnty, 11/13/09; Sale of tax deed property (428 6<sup>th</sup> St. Menasha)

Ald. Wisneski: Minutes D (Complete Count Census Comm.), change outline of minutes.

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 2010 Budget Review Session; 11/5/09, 11/9/09, 11/12/09
2. Common Council, 11/16/09
3. Special Joint Council & Utilities Commission, 11/16/09

Administration Committee, 11/16/09 – Recommends Approval of:

4. Revised City Proposed Fee Schedule
5. Neighborhood Stabilization Program Agreement with the Winnebago County Housing Authority (WCHA)

DRAFT

G. CONSENT AGENDA, Cont'd.

Board of Public Works, 11/16/09 – Recommends Approval of:

6. Street Use Application – 16<sup>th</sup> Annual Fox Cities New Year's Eve Celebration; Thursday, December 31, 2009; 10:30 PM to 12:30 AM. Community Forward, Inc.
7. Recommendation to Execute Agreement with Kaempfer & Associates for Preparation of Wastewater Collection System Operation and Maintenance (O&M) Manual

Plan Commission, 11/17/09 – Recommends Approval of:

8. Certified Survey Map on Fieldview Drive with the correction to the street name

Ald. Wisneski requested to remove items 4&8 from the Consent Agenda.

Moved by Ald. Hendricks, seconded by Ald. Wisneski to approve Items 1, 2,3, 5, 6, 7 of Consent Agenda  
Motion carried on roll call 7-0.

H. ITEMS REMOVED FROM CONSENT AGENDA

Moved by Ald. Wisneski, seconded by Ald. Englebert to approve item 4 of Consent Agenda

Discussion ensued on adjusting 1<sup>st</sup> Escalation-Late Fee of parking tickets.

Moved by Ald. Wisneski, seconded by Ald. Taylor to amend fee schedule to increase 1<sup>st</sup> Escalation-Late Fee for parking tickets from \$10 to \$15.

Motion carried on roll call 7-0.

Motion to approve City proposed fee schedule as amended carried on roll call 7-0.

Moved by Ald. Wisneski, seconded by Ald. Pack to approve item 8 of Consent Agenda with condition that the Certified Survey Map be corrected to show Plank Road re-named to Manitowoc Road.

Motion carried on roll call 7-0.

I. ACTION ITEMS

1. Accounts payable and payroll for the term 11/19/09-12/3/09 in the amount of \$1,093,173.81

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

Discussion ensued on questions on expenditures

Moved by Ald. Taylor, seconded by Ald. Hendricks to exclude check #23658 (McMahon)

Motion carried on voice vote.

Motion to approve accounts payable and payroll excluding check #23658 carried on roll call 7-0.

Moved by Ald. Wisneski, seconded by Ald. Pack to approve check #23658.

Motion carried on roll call 6-0. Ald. Taylor – abstained

2. Sale of proposed Lot 3 (part of existing Lot 2, Lake Park Villas Plat), Whisper Falls Lane, Menasha.

CDD Keil explained two offers for the property were received. One from Robert Gregorski and the other from the Lake Park Villas Homeowners Association. Both offers are for the same amount, \$15,000, but with different stipulations. The offer from Mr. Gregorski would require rezoning of the property. Staff recommends not rezoning as the lot is part of the residential area of Lake Park Villas. There is also the issue of negotiating a release from JLKP Investments who claims an ownership interest in the garage/storage facility located on the parcel of land.

Bob Gregorski, N8418 North Shore Road, Menasha, spoke to the Council. He withdrew his offer.

Moved by Ald. Pack, seconded by Ald. Taylor to counter-offer with \$20,000.

Discussion ensued on who would be responsible for a CSM and whether any income is generated by JLKP Investments on this parcel. Staff was given direction to negotiate a release of claim with JLKP Investments and bring back to Council.

Ald. Pack & Taylor withdrew their motion.

Possible Motion to Adjourn into Closed Session pursuant to Wis. Stats. §19.85(1)(e): 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. (Negotiate sale of proposed Lot 3 (part of existing Lot 2, Lake Park Villas Plat), Whisper Falls Lane, Menasha)

**Not necessary**

Motion to Reconvene into Open Session immediately following any Closed Session

**Not necessary**

DRAFT

J. ORDINANCES AND RESOLUTIONS

1. O-21-09 - Relating to Refuse Collection and Recycling Materials and Collection

Moved by Ald. Taylor, seconded by Ald. Pack to adopt O-21-09

Motion carried on roll call 7-0.

2. R-30-09 – Authorizing a preliminary asset sale agreement with WPPI Energy Inc. for the sale of certain City of Menasha electric utility assets

Moved by Ald. Wisneski, seconded by Ald. Pack to adopt R-30-09

Motion carried on roll call 7-0.

K. APPOINTMENTS

L. CLAIMS AGAINST THE CITY

1. Motion to reconsider denial of claim for Cheryle Stoneman, 211 Cleveland St. (Ald. Roush)

Moved by Ald. Roush, seconded by Ald. Hendricks to reconsider denial of claim for Cheryle Stoneman

Motion carried on roll call 6-1. Ald. Wisneski – no.

Discussion ensued on additional information provided by Ms. Stoneman.

Cheryle Stoneman, 211 Cleveland Street, Menasha spoke to the Council. Ms. Stoneman obtained a statement from a resident and spoke with other residents in the area of where her vehicle was damaged by a manhole cover. There had been reports to the Police Dept. of problems with vandalism to the manhole cover in the past. She received a seconded estimate to repair her vehicle.

CA/HRD Captain reported staff did investigate and found no problems with the manhole cover

A second vote was taken on the original motion of 11/16/09 to deny the claim.

Motion to deny the claim carried on roll call 5-2.

Ald. Taylor, Wisneski, Pack, Englebert, Benner - yes

Ald. Roush, Hendricks – no.

Moved by Ald. Roush, seconded by Ald. Hendricks to pay 50% of repair costs to the vehicle.

Motion failed on roll call 2-5.

Ald. Roush, Hendricks – yes.

Ald. Taylor, Wisneski, Pack, Englebert, Benner – no.

M. HELD OVER BUSINESS

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

Stan Sevenich, 645 Ninth Street. Council misunderstands claims against the City procedure.

O. ADJOURNMENT

Moved by Ald. Pack, seconded by Ald. Englebert to adjourn at 7:46 p.m.

Motion carried on roll call.

Respectfully submitted by  
Deborah A. Galeazzi, WCMC  
City Clerk

CITY OF MENASHA  
Special Joint Common Council and  
Menasha Electric and Water Utility Commission  
Third Floor Council Chambers  
140 Main Street, Menasha  
December 7, 2009  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 4:30 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Ald. Hendricks, Englebert, Benner, Roush, Taylor, Wisneski,  
Mayor Merkes, Comm. Allwardt, Fahrback, Watson

EXCUSED: Ald. Zelinski, Comm. Guidote

ALSO PRESENT: CA/HRD Captain, PC Stanke, C/T Stoffel, Atty Anita Gallucci,  
MUGM Krause & Sturm, Clerk Galeazzi and the Press.

D. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

No one spoke.

E. DISCUSSION/ACTION ITEMS

1. Purchase/Lease of Electric Utility Distribution Assets with WPPI Energy, Inc.  
(Partial Debt Workout Plan for Steam Utility)

CA/HRD Captain did an extensive reviewed of the Asset Purchase Agreement and answered questions from the Council members. The parties of the agreement are City of Menasha, Menasha Utilities Commission and WPPI Energy.

Some of the conditions that must be satisfied before the closing can take place includes the approval of the Public Service Commission of Wisconsin and approval by the voters of the City of Menasha through a referendum.

Attorney Anita Gallucci reviewed the details of the Lease Agreement. She explained the approval process.

Questions/Answers/Discussion on the Asset Purchase Agreement and Lease Agreement.

Comm. Fahrback left at 5:30 p.m.

2. LaFayette Life Insurance Co. et al. vs. City of Menasha et al.  
Case No. 4:09CV0064 (N.D.Ind.)

There were no questions of CA/HRD Captain pertaining to the LaFayette Life Insurance Co. case or to go into closed session for discussion.

- F. Possible 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.  
(Negotiate WPPI Energy, Inc Agreements and Bondholders)

Not necessary.

- G. Return into Open Session  
Not necessary.

- H. Actions if any needed as a result of the Closed Sessions Discussion  
Not necessary.

- I. Resolution of the Menasha Utilities Commission Approving a Preliminary Asset Sale Agreement with WPPI Energy Inc. for the Sale of Certain City of Menasha Electric Utility Assets

Moved by Comm. Watson, seconded by Comm. Merkes to approve resolution of the Menasha Utilities Commission approving a Preliminary Asset Sale Agreement with WPPI Energy Inc for the sale of certain City of Menasha Electric Utility Assets.  
Motion carried on roll call 3-0.

- J. ADJOURNMENT

Moved by Ald. Pack, seconded by Ald. Wisneski to adjourn at 6:30 p.m.  
Motion carried on voice vote.

Respectfully submitted by  
Deborah A. Galeazzi, WCMC  
City Clerk

## Menasha Senior Center

Proposed:

Hourly Rental with kitchen flat rate starting 2010

	<u>Resident w/o kitchen</u>	<u>Resident w kitchen</u>
Up to 3 hrs.	10.00/hr	Add \$20.00 to total hrly rate
After 3 hrs.	5.00/hr	
	<u>N-Resident w/o kitchen</u>	<u>N-Resident w kitchen</u>
Up to 3 hrs.	15.00/hr	Add \$25 to total hrly rate
After 3 hrs.	10.00/hr	

**\$25.00 rental deposit (reservation/damage)**

**\$10.00 kitchen key deposit**

The \$20.00 kitchen fee will be waived for senior residents of the City of Menasha (55 yrs +)

**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: All Current Platted Lots, Lake Park Villas Phase II  
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 (\$ Exhibit 1 Attached).  
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: \_\_\_\_\_  
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): \_\_\_\_\_  
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): \_\_\_\_\_  
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 \_\_\_\_\_  
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 Planned Unit Development  
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: Signs on individual lots & subdivision signs provided by City,  
26 information signs/boxes provided by Broker, website created by Broker cost split w/city  
27 Broker may advertise the following special financing and incentives offered by Seller: As agreed upon by both  
28 parties. Seller has a duty to cooperate with Broker's marketing  
29 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
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: \_\_\_\_\_  
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 \_\_\_\_\_ INSERT DATE :  
46 \_\_\_\_\_  
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% of Listing  
50 Broker's Commission . (Exceptions if any): \_\_\_\_\_  
51 ■ **COMMISSION:** Broker's commission shall be \_\_\_\_\_ 8%  
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 \_\_\_\_\_ I consent to designated agency.
- 140 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.
- 141 \_\_\_\_\_ I 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 to  
177 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.

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
 242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
 243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
 244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
 245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
 246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
 247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
 248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
 250 lot line, on the property, across the street, unknown, etc.): electricity at lot line; gas at lot line;  
 251 municipal sewer at lot line; municipal water at lot line; telephone at lot line;  
 252 other -----; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: PUD/Single Family Residential

254 ■ **ADDITIONAL PROVISIONS:** See Attached Exhibit 2.

262 ■ **ADDENDA:** The attached addenda Exhibit 1 (Lake Park Villas Phase II Lot Price List) and  
 263 Exhibit 2 (Additional Provisions)

264 \_\_\_\_\_ is/are made part of this Listing.

265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
 266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
 267 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the 21st day of December, 2009  
 269 up to and including midnight of the 20th day of December, 2010

270 ■ **READING/RECEIPT:** BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS  
 271 LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY  
 272 OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

273 (x) \_\_\_\_\_ City of Menasha 12/21/2009  
 274 Seller's Signature ▲ Print Name Here: ▲ Date ▲  
 140 Main Street  
 275 Menasha, WI 54952 (920) 967-3651  
 276 Seller's Address ▲ Seller's Phone # ▲

277 (920) 967-5272 gkeil@ci.menasha.wi.us  
 278 Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) \_\_\_\_\_ Print Name Here: ▲ Date ▲  
 280 Seller's Signature ▲

281 \_\_\_\_\_  
 282 Seller's Address ▲ Seller's Phone # ▲

283 \_\_\_\_\_  
 284 Seller's Fax # ▲ Seller's E-Mail Address ▲

285 (x) \_\_\_\_\_ Kim Pischke/Kris Oates Core Development, Inc. 12/21/2009  
 286 Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲  
 4450 W. Greenville Drive

287 Appleton, WI 54913 (920) 205-9505  
 288 Broker/Firm Address ▲ Broker/Firm Phone # ▲

289 (920) 734-0929 kimp@coredevelopment.biz  
 290 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲

**Exhibit 1**  
**Lake Park Villas Phase II Lot Price List**

<u>CB Code</u>	<u>Lot Number</u>	<u>Street Name</u>	<u>Price</u>
LY63G	Lot 18	Whisper Falls	\$44,900
LY63H	Lot 19	Whisper Falls	\$44,900
LY63J	Lot 20	Whisper Falls	\$44,900
LY63K	Lot 21	Whisper Falls	\$44,900
LY63L	Lot 22	Whisper Falls	\$44,900
LY63M	Lot 23	Whisper Falls	\$44,900
LY63N	Lot 24	Whisper Falls	\$44,900
LY63P	Lot 25	Whisper Falls	\$44,900
LY63Q	Lot 26	Whisper Falls	\$44,900
LY63R	Lot 1 CSM2952	Georgetown Place	\$35,900
LY63S	Lot 2 CSM2952	Georgetown Place	\$39,900
LY63T	Lot 3 CSM2952	Georgetown Place	\$44,900
LY63U	Lot 4 CSM2952	Georgetown Place	\$44,900
LY63V	Lot 45	Georgetown Place	\$44,900
LY63W	Lot 1 CSM2953	Georgetown Place	\$39,900
LY63X	Lot 2 CSM2953	Georgetown Place	\$39,900
LY63Y	Lot 3 CSM2953	Georgetown Place	\$39,900
LY63Z	Lot 4 CSM2953	Georgetown Place	\$44,900
LY642	Lot 53	Georgetown Place	\$35,900
LY643	Lot 54	Georgetown Place	\$35,900
LY644	Lot 17	Fountain Way	\$35,900
LY645	Lot 16	Fountain Way	\$35,900
LY647	Lot 10	Fountain Way	\$39,900
LY648	Lot 62	Fountain Way	\$39,900
LY649	Lot 64	Clover Court	\$35,900
LY64A	Lot 8	Clover Court	\$39,900
LY64B	Lot 7	Clover Court	\$39,900
LY64C	Lot 6	Clover Court	\$39,900
LY64D	Lot 5	Clover Court	\$39,900
LY64E	Lot 70	Clover Court	\$35,900
LY64F	Lot 71	Clover Court	\$35,900
LY64G	Lot 72	Clover Court	\$35,900
LY64H	Lot 20	Clover Court	\$35,900
LY64J	Lot 74	Fountain Way	\$35,900
LY64K	Lot 21	Fountain Way	\$35,900
LY64L	Lot 22	Whisper Falls Court	\$35,900
LY64M	Lot 3	Whisper Falls Court	\$39,900
LY64N	Lot 2	Whisper Falls Court	\$39,900
LY64P	Lot 81	Whisper Falls Court	\$39,900
LY64Q	Lot 82	Whisper Falls Court	\$39,900
LY64R	Lot 88	Eden Court	\$39,900
LY64S	Lot 89	Eden Court	\$44,900

LY64T	Lot 90	Eden Court	\$44,900
LY64U	Lot 91	Fountain Way	\$39,900
LY64V	Lot 93	Fountain Way	\$44,900
LY64W	Lot 1 CSM 2821	Whisper Falls Lane	\$35,900
LY64X	Lot 95	Whisper Falls Lane	\$44,900
LY64Y	Lot 2 CSM 2735	Whisper Falls Lane	\$39,900
LY652	Lot 107	Whisper Falls Lane	\$39,900
LY653	Lot 108	Whisper Falls Lane	\$39,900
LY654	Lot 1 CSM 2820	Whisper Falls Lane	\$39,900
LY655	Lot 110	Georgetown Place	\$39,900
LY656	Lot 111	Georgetown Place	\$39,900
LY657	Lot 112	Kelsey Brook Court	\$39,900
LY658	Lot 118	Kelsey Brook Court	\$39,900
LY659	Lot 19	Kelsey Brook Court	\$39,900
LY65A	Lot 121	Kelsey Brook Court	\$39,900
LY65B	Lot 122	Georgetown Place	\$39,900
LY65C	Lot 123	Georgetown Place	\$35,900
LY65D	Lot 124	Georgetown Place	\$44,900
LY65E	Lot 125	Georgetown Place	\$44,900
LY65F	Lot 126	Georgetown Place	\$35,900
LY65G	Lot 130	Fountain Way	\$35,900
LY65H	Lot 131	Fountain Way	\$35,900

EXHIBIT 2 TO OFFER TO THE VACANT LAND LISTING CONTRACT  
DATED DECEMBER 21, 2009  
FOR CERTAIN PROPERTY COMMONLY KNOWN AS  
LAKE PARK VILLAS PHASE II RESIDENTIAL LOTS  
CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

Additional provisions to the Vacant Land Listing Contract are as follows:

1. Seller at Seller's cost shall provide and install individual lot signs for the vacant lots within thirty (30) days of execution of the listing contract.
2. Seller, at Seller's cost, shall provide and install two subdivision signs within thirty (30) days of execution of the listing contract.
3. Seller, at Seller's cost, shall update/improve the entry to the Lake Park Villas and add signage. Signage shall be installed within thirty (30) days of execution of the listing contract. Landscaping to be completed spring 2010.
4. Seller and Listing Broker agree to work together to create a website for the Lake Park development (Lake Park Square and Lake Park Villas) within sixty (60) days of execution of the listing contract. Seller and Listing Broker agree to split the cost of the website. Cost of website is estimated at \$5,000 (Five Thousand Dollars and 00/100). The City of Menasha shall own the website and the website shall outlive the listing contract.

LISTING BROKER:

CORE DEVELOPMENT, INC.

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

And Kris Oates, Broker

SELLER:

CITY OF MENASHA

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

**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: 55.15 Acres of Residential Development Land-Exhibit 1  
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 (\$ 27,000/Acre ).

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: \_\_\_\_\_

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): \_\_\_\_\_

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): \_\_\_\_\_

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 \_\_\_\_\_

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 \_\_\_\_\_

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: signs on property, Loopnet and Core Development website listing,  
26 target mailings to realtors and developers

27 Broker may advertise the following special financing and incentives offered by Seller: As agreed upon by both  
28 parties. Seller has a duty to cooperate with Broker's marketing

29 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
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: \_\_\_\_\_  
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 \_\_\_\_\_ [INSERT DATE]:  
46 \_\_\_\_\_

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% Listing  
50 Broker's Commission . (Exceptions if any): \_\_\_\_\_

51 ■ **COMMISSION:** Broker's commission shall be \_\_\_\_\_ 8%  
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 \_\_\_\_\_ I consent to designated agency.

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

141 \_\_\_\_\_ I 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.

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
 242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
 243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
 244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
 245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
 246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
 247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
 248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
 250 lot line, on the property, across the street, unknown, etc.): electricity \_\_\_\_\_; gas \_\_\_\_\_;  
 251 municipal sewer \_\_\_\_\_; municipal water \_\_\_\_\_; telephone \_\_\_\_\_;  
 252 other \_\_\_\_\_; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: Single Family Residential

254 ■ **ADDITIONAL PROVISIONS:** Utilities must be extended to property at Buyer's cost. Utilities  
 255 are currently located on parcel # 7-01700-02 by Whisper Falls Drive and located by parcel  
 256 # 7-01700-01 at the end of Villa Way.

262 ■ **ADDENDA:** The attached addenda Exhibit 1 (Property Map)

265 \_\_\_\_\_ is/are made part of this Listing.

266 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
 267 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
 268 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the 21st day of December, 2009  
 269 up to and including midnight of the 20th day of December, 2010

270 ■ **READING/RECEIPT:** **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS**  
 271 **LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY**  
 272 **OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

273 (x) \_\_\_\_\_ City of Menasha 12/21/2009  
 274 Seller's Signature ▲ Print Name Here: ▲ Date ▲  
 140 Main Street  
 275 Menasha, WI 54952 (920) 967-3651  
 276 Seller's Address ▲ Seller's Phone # ▲

277 (920) 967-5272 gkeil@ci.menasha.wi.us  
 278 Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) \_\_\_\_\_ Print Name Here: ▲ Date ▲  
 280 Seller's Signature ▲

282 \_\_\_\_\_ Seller's Phone # ▲  
 281 Seller's Address ▲

284 \_\_\_\_\_ Seller's E-Mail Address ▲  
 283 Seller's Fax # ▲

285 (x) \_\_\_\_\_ Kim Pischke/Kris Oates Core Development, Inc. 12/21/2009  
 286 Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲  
 4450 W. Greenville Drive

287 Appleton, WI 54913 (920) 205-9505  
 288 Broker/Firm Address ▲ Broker/Firm Phone # ▲

289 (920) 734-0929 kimp@coredevelopment.biz  
 290 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲





## Memorandum

DATE: December 16, 2009

TO: Menasha Common Council

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

RE: Recommendation to Purchase Recycling Truck Body

At the December 7<sup>th</sup> Board of Public Works meeting action was taken to recommend to the Common Council the purchase of a new recycling truck body and defer the purchase of an end loader. There was much discussion regarding the additional upfront cost involved in this purchase versus the original thought of retrofitting the existing recycling truck body with an automated collection system.

The Board directed staff to include reports on the Equipment Replacement Fund balance and projected three to five year purchases, and a comparative cost with another similar community if possible. Comptroller Stoffel will be submitting a report on the financial status of the Equipment Replacement Fund, which should also include the five year projection for equipment and vehicle purchases. The projection is a list of our expected needs, but we can say from experience that the plan is often tweaked to meet the department needs and fit within the City's budget limits, so it is a flexible document.

Regarding a comparative cost analysis with another similar community, we had already done that in a July 29<sup>th</sup> Board of Public Works report exploring single stream recycling options (see enclosure). The report compared a Town of Menasha proposal from Veolia Environmental Services for a five year automated curbside collection of refuse and recycling. The Town's recycling monthly per dwelling unit charge is \$2.89 (bi-weekly collection) with annual escalator clauses of 3% for 2011-2013. In that report we indicated the City's monthly charge per dwelling unit is \$2.66 which includes monthly manual curbside collection as well as other services identified in the report.

We can now update the City's unit charges for 2010. Because of the Council's decision to proceed with automated curbside collection, we were able to reduce the amount of equipment and labor related charges significantly. The total 2010 budget amount for recycling is \$162,807 (does not include appliance or yard waste management which are in separate budgets). This equates to a monthly per dwelling unit charge of \$2.13 for monthly curbside collection service.

As stated in that report, it is the Department's goal to develop bi-weekly collection service following a period of analysis of the automated collection system. Adding the projected costs of additional labor, benefits and equipment associated with bi-weekly collection would increase the annual recycling budget to approximately \$212,000 which equates to a monthly per dwelling unit charge of \$2.78. This still compares favorably with the Town of Menasha's \$2.89 cost for bi-weekly collection. Keep in mind that our cost includes operation and management of our drop off recycling facility, semi-annual printing of the *In the Works* newsletter, postage for the City's semi-annual newsletter, contaminated waste oil disposal, and fluorescent bulb recycling, in addition to the curbside recycling.

I refer the Board to our December 3<sup>rd</sup> memo (enclosed) regarding the reasons for considering a full replacement body over the existing retrofitted collection body. In essence it was worth seeking the cost of a new body when the cost to convert the existing body rose from \$30,000 to upwards of \$45,000. After Tim received the quote from the one vendor, I indicated we needed another proposal to ensure competitiveness with the prices, which added several weeks time to the process.

Our existing truck is six years old and the collection body is showing the wear of that use with visible moderate corrosion in several locations. The price we have been quoted for a new body is very favorable when compared to the cost of retrofitting the existing truck body. There would be no product support from the vendors for the retrofit option because of the alterations to the original equipment. The new body offers five additional cubic yards of capacity, more uniform compaction of the load contents, and a longer useful life given the condition of the existing body.

Because of the multi-use adaptability of this truck, we expect it to be our standard truck for both recycling and refuse collection, allowing us to eliminate one collection vehicle in the future. With the quick connect/disconnect feature we will be able to service multi-unit condominium complexes and events/operations at our parks and other public venues. We also could explore the provision of competitive cost service to our commercial properties if the Council chooses to pursue such.

Because of the additional cost for the full body replacement option, we realize there are concerns with the planned spending for other equipment in the 2010 Budget. The motion advanced by the Board of Public Works indicated the purchase of the end loader would be deferred. I accept that condition and would offer a proposal that we additionally seek Common Council approval before purchase of the end loader is pursued. That would allow staff and the Council to take stock of the City's financial position at the time and make the appropriate decision.

Enclosures

12-21-09 10:00 AM 12-21-09 10:00 AM 12-21-09 10:00 AM 12-21-09 10:00 AM 12-21-09 10:00 AM



## Memorandum

DATE: July 29, 2009

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works *MR*  
Thomas Stoffel, Comptroller/Treasurer *TS*

RE: Single Stream Recycling Cost Options

At its most recent meeting, the Board of Public Works issued a directive to prepare a report exploring the various options for funding the purchase of carts to accommodate automated collection for recycling. Additionally, there was discussion regarding prospects for privatizing the recycling program in the City of Menasha. This report will address the concerns of the Board and make a recommendation regarding the preferred method to fund the cart purchase should the Council choose to approve automated recycling collection.

### BACKGROUND INFORMATION:

The City of Menasha currently offers monthly curbside collection of recyclables to all residential buildings comprised of four or less dwelling units. Collection is made manually with one semi-automated truck and one operator. Residents are allowed to place their recyclables in either transparent plastic bags or approved containers, and as of July 1<sup>st</sup>, recyclables may be co-mingled with no need for separating paper recyclables from other recyclables. Starting January 1, 2010, the use of plastic bags will be prohibited per the Tri-County Consortium recycling regulations.

Currently, there are 6,363 dwelling units serviced by the City of Menasha Department of Public Works. The 2009 Budget (Account #266-1028-543) provides funding in the amount of \$202,825 for recycling operations. This amount does not include the cost budgeted for managing yard waste or appliances, both of which are separate Recycling Fund budgets.

The recycling budget supplies funds for the following activities: curbside collection of recyclables, operation and management of the drop off recycling facility located at the Public Works Facility, payment of recycling tipping fees at the County's materials recovery facility or transfer station, semi-annual printing of the *In the Works* newsletter as well as postage for the City's semi-annual newsletter, contaminated waste oil disposal, and fluorescent bulb recycling.

The budgeted amount includes salaries, wages, fringe benefits, department supplies, vehicle and equipment costs, contract and professional services, printing and postage costs, and property insurance expenses. If you convert the total budget amount to a unit cost, the City expends \$2.66 per month per dwelling unit in 2009.

If the City were to purchase carts for automated collection of recyclables, it is anticipated we would need 6,500 carts to provide an inventory of carts for new households and temporary replacement carts for any damaged or broken carts. The Department of Public Works has received a proposal to provide 6,500 carts for a total cost of \$277,745. This is an extended price from a public proposal process for Tampa, Florida so we are confident this is a competitive price. This cost includes:

1. 6,500 96-gallon carts with a 10 year replacement warranty
2. City logo hot stamped on the side of the cart
3. "Recycle Only" hot stamped on the lid
4. Assembly and delivery to the individual dwellings

#### CART PURCHASE OPTIONS:

##### Place on the Tax Roll

1. Include \$277,745 in the 2010 Budget and place this amount on the levy.
2. Include \$277,745 in the 2010 Budget and place a Special Charge on the property tax bills (the charge could either be for the entire cost of one cart, which is \$42.73, or could be an annual incremental charge to recover the cost over a specified number of years)

##### Pay from the Public Works Equipment Fund

There is an insufficient expected balance in this fund to pay for the needed number of carts, making this an unlikely option.

##### Pay from the Recycling Fund (balance of \$325,387 at the end of 2008)

1. Use \$277,745 from the Recycling Fund
2. Use \$277,745 from the Recycling Fund and repay the fund through an annual cart lease charge to residents on the property tax bill. The recommended charge would be \$5.00 per year per dwelling unit. By establishing a lease arrangement, the City retains ownership of the carts.

Another option would be to borrow the necessary funds for the cart purchase but we are not recommending this as a good option for the City at this time.

## PRIVATIZING OPTION:

The Town of Menasha recently received a proposal from Veolia Environmental Services for a five-year contract for the automated curbside collection of refuse and recyclables. The recycling monthly charge per dwelling unit is \$2.89. This charge includes the cost for a bi-weekly collection of one cart per dwelling unit. No other services are included in this price. The proposal includes annual escalator clauses of 3% for 2011-2013.

The City's monthly charge per dwelling unit is \$2.66 which includes monthly manual curbside collection as well as other services identified previously in this report. This compares favorably with the proposal for the Town and one could expect an even lower unit cost if collection were automated in the City of Menasha.

## AUTOMATED RECYCLING COLLECTION BENEFITS:

I will not repeat what Public Works Superintendent Tim Jacobson included in his report for the July 20 Board of Public Works meeting, but I do want to stress the value of automation as it relates to our Worker's Compensation premiums. There is empirical evidence that automation markedly reduces worker injuries and thus reduces Worker's Compensation costs. This has been supported by our experience with automating the refuse collection process starting 15 years ago.

## RECOMMENDATIONS:

Based on the above information, the Department of Public Works recommends the following:

1. The City of Menasha authorize the initiation of automated curbside collection of recyclables with its own Public Works employees. January 1, 2010 is the anticipated start date for automated service.
2. The purchase of 6,500 96-gallon carts from Cascade Engineering at a cost of \$277,745.
3. Funding for the purchase of carts should be advanced from the Recycling Fund with repayment to the Fund from an annual cart lease charge of \$5.00 per dwelling unit, to be placed on the property tax bill.
4. Modify the existing recycling truck by mounting an automated collection device on the front end of the truck and making associated revisions to hopper and compartments, with costs charged to the Equipment Replacement Fund.
5. Cautiously develop bi-weekly recycling collection as it becomes cost efficient.



## Memorandum

DATE: December 3, 2009

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works  
Tim Jacobson, Public Works Superintendent

RE: Recommendation to Purchase 41 CY Refuse/Recycling Collection Body

Earlier this year, the City of Menasha made a decision to proceed with automated single stream recycling collection and authorized the purchase of carts for all 1-4 family dwelling units and condominiums. The cost for these carts is being supported by available funds in the City's Recycling Fund. At that time, our thought was to convert our existing recycling truck to an automated collection truck by retrofitting an automated collection system on the front of the recycling truck. We were given an estimate of \$30,000 plus in house labor cost to complete the conversion.

When we pursued the truck conversion route, obstacles to conversion started to surface which made the endeavor more challenging and more costly. The existing recycling truck is a co-collector truck, meaning there are two separate compartments to hold the recyclables. The top compactor device would need to be removed in order to store the carry can for on the go travel. If that is not properly positioned inside the compartment, we would not comply with the maximum legal height restriction of 13'-6". Removing the top compactor device creates concerns with adequate compaction/ejection of the load contents given there would only be one undersized compactor at a level that would not be conducive to uniform packing/ejection of the load contents.

There also is the question of whether the existing hydraulic arms are of the right size and configuration to properly operate and dump the carry can hopper into the existing compartment opening. Additional engineering and retrofitting of the body components would be necessary to accommodate that operation. Because of this additional required work, it is now estimated the conversion cost would be \$45,000 to \$50,000 plus in house labor. There would be no product support from the truck body or automated collection device manufacturers because of the alterations made to the original equipment. They consider this a research and development type of product, which is not fully supported.

After considering our options, it was decided to seek costs for full replacement of the collection body with a trade for our existing collection body. We would have the new body mounted on the existing truck chassis, which has many remaining years of serviceable life. Proposals from two equipment suppliers were received with the lowest proposal price being \$79,830 from Bruce Municipal Equipment. This collection body would come with a full warranty and full support from both the body manufacturer and the automated carry can manufacturer. It also would have a 41 cubic yard compartment capacity compared with our current 36 cubic yard capacity which would allow more efficient operation capabilities.

The automated device on the new body allows our operators to quickly disconnect the carry can which is used for collecting the typical residential cart and operate the front loading mechanism more as a commercial collection device with larger dumpster capability. This is going to be very useful when collecting at multi-unit condominium complexes and for events/operations at Jefferson Park and other public venues. It also would allow us to provide competitive cost service to our commercial properties in the future should we decide to pursue such.

There will be a short video at the Board of Public Works meeting Monday night which demonstrates the operation of the automated collection device. We believe the City would be short sighted to not purchase the full body replacement at this time and look for this purchase to be a means to eliminate the need for one of our collection vehicles in the future because of the multiple use adaptability of this truck.

There are available funds in the Equipment Replacement Fund, or another option would be the utilization of the available Recycling Fund balance toward the purchase of the collection body.

Enclosure

# City of Menasha Public Works Facility

## Memorandum

Date: 12/3/2009

To: Mark Radtke, Director of Public Works  
Common Council

From: Tim Jacobson, Public Works Superintendent

Re: Recycling Body Exchange Option

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Although the body exchange is more than the original retro-fit estimate, the Department of Public Works is here tonight to recommend pursuing the body exchange from Kann Corporation rather than the retro-fit originally proposed.

This estimate is just that, a field estimate. The estimate did not include wages from staff to help expedite the retro-fit. The second error that I made was that while concentrating on the masses (6400 carts), I omitted (forgot) about the few (condo's). We have also been having discussion with the Park Department about stopping them from dumping high volumes of recyclables into the refuse trucks after large park events.

These areas of collection present a different collection process. Rather than supply upwards of 50 carts for one stop (either a condo facility or Jefferson Park), it is more efficient to collect these areas in bulk form with 4 cubic yard dumpsters.

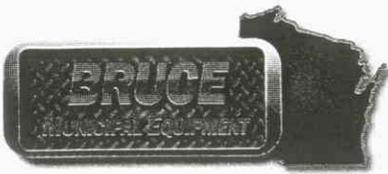
Our concept of a retro-fit was based on cost. When the concept got to the drawing board of the manufacturer, the retro-fit concept proved to be more trouble than it would be worth. There are many obstacles to over come with the retro-fit. Having the need to empty dumpsters is essential, and the retro-fit would not accommodate keeping the height of the vehicle under the required 13'6" while in the travel mode.

This turn of events is disappointing to some, based on the estimated cost, but I am very excited about the potential this new technology presents for the future waste collection process for the City of Menasha.

In 1994 when the City of Menasha made the change from manual collection of refuse to an automated process, I commented that this change was nothing short of an "industrial revolution". During the past sixteen (16) years we have worked with, and prompted manufacturers to develop this very type of collection vehicle.

Tonight that vehicle and technology is here!

Tonight the City of Menasha has the opportunity to start a second revolution in the waste collection process. The Department of Public Works has been postponing the replacement of refuse collection vehicles, knowing that this technology was soon to be available. By pursuing this change tonight you will establish a path to change all our vehicles to this technology, thus allowing all collection vehicles to perform all waste collection tasks. With this I envision the sanitation department evolving from a six (6) vehicle department down to a five (5) vehicle department, an eventual savings of over \$200,000. in purchasing.



DISTRIBUTORS OF MUNICIPAL AND CONTRACTOR EQUIPMENT

November 2, 2009

City of Menasha  
140 Main Street  
Menasha, WI 54952-3190

Gentlemen:

We are pleased to offer for your consideration this proposal on the following:

One New Kann Model KE 41 Yd. Front Loader  
Push out blade with replaceable shoes  
Front Body Work Lights  
Tailgate Lights-LED  
Body Side Work Lights  
Hopper Work Lights  
Roof access ladder  
Mud Flaps-front of rear tires  
Kann will remount City's existing camera to new front load body  
Body painted Blue  
Automated Carry Can

Price for above mentioned	\$ 111,330.00
Less trade allowance for City's Kann CoCollector body w/tag axle	- 31,500.00
Price with trade	\$ 79,830.00

Please note: City will deliver their Kann CoCollector to Kann Mfg. in Guttenberg, Iowa and Kann Mfg. will deliver new Front Loader with Automated Carry Can to Menasha for Training. Kann will furnish Menasha loaner if unable to switch bodies by January 4, 2010.

Thank you for this opportunity to quote on your equipment needs. If I can be of further assistance, please feel free to call me anytime.

Sincerely,  
BRUCE MUNICIPAL EQUIPMENT, INC.

Jerry Weedman  
District Sales Manager

# KANN

**MANUFACTURING CORPORATION**

**REFUSE & RECYCLING BODY COMPANY**

Established 1946

**ROUTE KING SERIES**

## **Residential Front Loader Articulated Automated Carry Can**



### **KANN Manufacturing Corporation**

210 Regent Street  
Post Office Box 400  
Guttenberg, IA 52052 USA

**For FREE Route Demonstration at Your Site Call 800-806-5266**

Phone 563-252-2035  
Fax 563-252-3069

Email [sales@kannmfg.com](mailto:sales@kannmfg.com)  
Web [www.kannmfg.com](http://www.kannmfg.com)



## Memorandum

To: Brian Tungate, Mark Radtke ✓  
CC: Don Merkes, Tim Jacobson  
Date: December 7, 2009  
From: Vince Maas, Superintendent of Parks   
Subject: Curotto Can II

Throughout the year the Parks Department has a problem with the collection of recyclables at special events. Many times the recyclables are mixed in with the trash making it very difficult to comply with the State regulations. We have talked about several solutions including using a dumpster for the collection of recyclables; however, the city does not have a recyclable truck set-up to accommodate this function. After reviewing the short video on the Curotto Can II, I believe this is the solution to the problem of recycling at our special events.

Our department would need a couple dumpsters which could be located at Jefferson Park (or other parks) for the collection of recyclables during special events. Event organizers would be instructed on the recycling procedures at the time they complete the application. As part of the application maybe we collect a deposit, but these details can be worked out later with the Park Board.

I would support the idea of purchasing this equipment for collection of our recyclables for the Parks Department during special events. It also looks like the city would be able to standardize the refuse collection fleet to one style of equipment, which in the long run would save the city money.

Analysis of Public Works Facility Fund

Update: 12/17/2009

Prepared by: City Comptroller/Treasurer

	2008	Through NOV 2009	2010	2011	2012	2013
	Combined Fund 731/741	Fund 731/741	Combined Fund 731/741	Combined Fund 731/741	Combined Fund 731/741	Combined Fund 731/741
Cash/Investments	\$ 282,232.65	\$ 282,479.77	\$ 294,355.16	\$ 368,355.16	\$ 258,355.16	\$ 182,355.16
Due to/Due from Other Funds	98,431.80	183,625.39				
Land	44,216.00	44,216.00				
Fixed Assets - Buildings	928,180.59	928,180.59				
Depreciation - Buildings	(646,286.00)	(659,079.00)				
Fixed Assets - Equipment	5,474,406.88	5,873,537.88				
Depreciation - Equipment	(3,553,691.00)	(3,744,154.00)				
Work in progress	132,483.92	132,483.92				
	\$ 2,759,974.84	\$ 3,041,290.55				
Retained Earnings	\$ 2,186,051.39	\$ 2,186,051.39				
Pooled Equity	289,150.47	573,923.45				
Net income	284,772.98	281,315.71				
	\$ 2,759,974.84	\$ 3,041,290.55				
Machinery Rental	\$ 1,402,816.51	\$ 1,193,605.86	\$ 1,300,000.00	\$ 1,350,000.00	\$ 1,400,000.00	\$ 1,450,000.00
Gasoline Sales	4,877.51	871.20	1,000.00	1,000.00	1,000.00	1,000.00
Interest	6,836.92	247.12	500.00	500.00	500.00	500.00
Property Sales	5,579.22	2,571.43	2,500.00	2,500.00	2,500.00	2,500.00
Expenditures	(1,135,337.18)	(915,979.90)	(1,028,000.00)	(1,059,000.00)	(1,091,000.00)	(1,124,000.00)
	\$ 284,772.98	\$ 281,315.71	\$ 276,000.00	\$ 295,000.00	\$ 313,000.00	\$ 330,000.00
Funds Available	\$ 380,664.45	\$ 466,105.16	\$ 570,355.16	\$ 663,355.16	\$ 571,355.16	\$ 512,355.16
Purchases to be made		(171,750.00)	(202,000.00)	(405,000.00)	(389,000.00)	(460,000.00)
Balance		294,355.16	368,355.16	258,355.16	182,355.16	52,355.16

**PROPOSED EQUIPMENT PURCHASING SCHEDULE**

YEAR 2007

<u>VEHICLE DESCRIPTION &amp; YEAR</u>	<u>ESTIMATED COST</u>	<u>ACTUAL COST</u>
#0004 1988 single axle dump truck	postpone 1yr	80K /80K body &chassis
#9033 addition to fleet larger asphalt paver	\$ 263,000.00	\$ 215,200.00
#0003 move up from 2009	\$ 60,000.00	\$ 69,471.00
		34264chassis/35207body
<b>TOTAL ESTIMATE YEAR 2007 EQUIPMENT PURCHASE</b>	<b>\$ 323,000.00</b>	<b>\$ 284,671.00</b>
		<b>\$ -</b>

YEAR 2008

<u>VEHICLE DESCRIPTION &amp; YEAR</u>	<u>ESTIMATED COST</u>	<u>ACTUAL COST</u>
#0033 1992 tandem axle dump truck	postpone 1 year	
#0004 1988 single axle dump truck	\$ 160,000.00	\$ 146,201.00
#1002 1998 automated refuse collection truck (body only)	\$ 90,000.00	85k bdy/62kchassis
#2015 1998 compact pick up truck (health dept)	\$ 21,000.00	\$ 17,800.00
#9115 1994 72" mower/blower switch w #9111	\$ 43,000.00	\$ 41,982.00
#947 park dept turf sweeper	\$ 10,000.00	bob said its fine
replace engine #3003		\$ 2,150.89
#961 1984 turf truckster not in fleet ??		
ON BIT SIFTER FOR COMPOST	\$ 68,000.00	\$ 65,775.00
paper trailer	\$ 25,000.00	\$ 22,330.00
two stainless salt spreaders/replace originals	\$ 9,800.00	\$ 8,350.00
<b>TOTAL ESTIMATE YEAR 2008 EQUIPMENT PURCHASE</b>	<b>\$ 426,800.00</b>	<b>\$ 304,588.89</b>

YEAR 2009

<u>VEHICLE DESCRIPTION &amp; YEAR</u>	<u>ESTIMATED COST</u>	<u>ACTUAL COST</u>
#0003 1996 1.5 ton dumptruck		
#0040 1996 backhoe (replace with 360 degree revolving hoe)	\$ 145,000.00 moved to 2007	\$ 143,838.00 compact excavator
#0033 1992 tandem axle dump truck from 2008	\$ 208,000.00	\$169,430.00
#0022 brought forward to avoid 2010 EPA exhaust regs	\$ 164,530.00	\$ 164,530.00
#0001 1989 portable aircompresser with jack hammer	\$ 20,000.00	\$ 12,944.00
hook system with multiple box attachments #0047	\$ 75,000.00	cancelled
<b>TOTAL ESTIMATE YEAR 2009 EQUIPMENT PURCHASE</b>	<b>\$ 612,530.00</b>	<b>\$490,742.00</b>

YEAR 2010

<u>VEHICLE DESCRIPTION &amp; YEAR</u>	<u>ESTIMATED COST</u>	<u>ACTUAL COST</u>
#0010 1991 single axle dumptruck/switch to tandem	postpone	
#0017 1992 endloader	\$ 140,000.00	
#0022 1998 tandem moved forward to 2009		
#2004 2000 automobile engineering/administration	\$ 15,000.00	
#9104 1990 john deere AMT622	\$ 19,000.00	
#3003 1994 3/4 ton pickupw/plow	\$ 28,000.00	

TOTAL ESTIMATE YEAR 2010 EQUIPMENT PURCHASE \$ 202,000.00 \$ -

YEAR 2011

<u>VEHICLE DESCRIPTION &amp; YEAR</u>	<u>ESTIMATED COST</u>	<u>ACTUAL COST</u>
#0035 1997 combination sewer c cleaning truck	\$ 320,000.00	
#1002 1998 automater d refuse collection tru uck		postpone for R&D otherwise \$160000.00
#3002 1995 1.5 ton lowbed dumptruck	\$ 65,000.00	
#2014 2000 automobile administration (health dept)	\$ 20,000.00	

**TOTAL ESTIMATE YEAR 2011 EQUIPMENT PURCHASE \$ 405,000.00**

five year total

<u>VEHICLE DESCRIPTION &amp; YEAR</u>	<u>ESTIMATED COST</u>	<u>ACTUAL COST</u>
year 2007	\$ 284,671.00	\$ 284,671.00
year 2008	\$ 304,588.89	\$ 304,588.89
year 2009	\$ 490,742.00	
year 2010	\$ 202,000.00	
year 2011	\$ 405,000.00	
<b>TOTAL ESTIMATE 2007-2011 EQUIPMENT PURCHASE</b>	<b>\$ 1,687,001.89</b>	

## PROPOSED EQUIPMENT PURCHASING SCHEDULE

YEAR 2012

<u>VEHICLE DESCRIPTION &amp; YEAR</u>	<u>ESTIMATED COST</u>	<u>ACTUAL COST</u>
#0018 1991 tri-axle dumptruck (refit 2002)	postpone	
#1002 1998 automated	\$ 170,000.00	
#0070 1995 1/2 ton pick up truck (maintenance shop)	\$ 65,000.00	
#2011 1998 compact pick up truck (engineering)	\$ 23,000.00	
#3010 1998 pick up truck with tool compartments	\$ 60,000.00	
#812 1997 riding mower/snowblower (park dept)	\$ 38,000.00	
#808 1992 turf rake/ball diamond groomer	\$ 13,000.00	
#906 1993 truckster	\$ 20,000.00	
		100k bdy-120k chassis
<b>TOTAL ESTIMATE YEAR 2012 EQUIPMENT PURCHASE</b>	<b>\$ 389,000.00</b>	

YEAR 2013

<u>VEHICLE DESCRIPTION &amp; YEAR</u>	<u>ESTIMATED COST</u>	<u>ACTUAL COST</u>
#0023 1993 motorgrader( buy used w/5000 hours)	\$ 125,000.00	
#1005 200 1automated refuse truck	\$ 170,000.00	
#0010 1991 singl axle dump truck	\$ 165,000.00	

TOTAL ESTIMATE YEAR 2013 EQUIPMENT PURCHASE \$ 460,000.00 \$ -

YEAR 2014

<u>VEHICLE DESCRIPTION &amp; YEAR</u>	<u>ESTIMATED COST</u>	<u>ACTUAL COST</u>
#0019 1989 motorgrader (buy w/5000 hours)	\$ 150,000.00	
#0018 1991 tri axle dumptruck	\$ 220,000.00	
#2012 2000 automobile administration (assessor)	\$ 20,000.00	
#0016 1998 1.5 ton lowbed dumptruck with tommylift	\$ 61,000.00	
#3006 2000 1/2 ton pick up truck w/plow	\$ 24,000.00	
<b>TOTAL ESTIMATE YEAR 2014 EQUIPMENT PURCHASE</b>	<b>\$ 475,000.00</b>	<b>\$ 0.00</b>

YEAR 2015

<u>VEHICLE DESCRIPTION &amp; YEAR</u>	<u>ESTIMATED COST</u>	<u>ACTUAL COST</u>
#0001 2004 pickup truck (supt. Crew cab)	\$ 25,000.00	
#1003 2004 automated refuse truck	\$ 193,000.00	
#9037 1992 snowblower (loader attachment)	\$ 60,000.00	
#9014 compost bagger	\$ 52,000.00	
#9103 1994 gator utility vehicle	\$ 20,500.00	
#3007 2002 1/2 ton pick up truck	\$ 22,000.00	

TOTAL ESTIMATE YEAR 2015 EQUIPMENT PURCHASE \$ 372,500.00 \$ -

YEAR 2016

<u>VEHICLE DESCRIPTION &amp; YEAR</u>	<u>ESTIMATED COST</u>	<u>ACTUAL COST</u>
#0009 2003 crewcab utility truck multi purpose	\$ 58,000.00	
#0020 1989 endloader	\$ 140,000.00	
#0013 2001 4x2 traffic truck	\$ 44,000.00	
#9116 2000 riding mower (multi purpose tractor)	\$ 94,000.00	
#3008 2002 1/2 ton pick up truck	\$ 23,000.00	
#9113 2001 riding mower (park dept)	\$ 38,000.00	
#9117 2001 turf sweeper	\$ 18,000.00	
#9107 1996 truckster club cart	\$ 10,000.00	
<b>TOTAL ESTIMATE YEAR 2016 EQUIPMENT PURCHASE</b>	<b>\$ 425,000.00</b>	

<u>VEHICLE DESCRIPTION &amp; YEAR</u>	<u>ESTIMATED COST</u>	<u>ACTUAL COST</u>
year 2012	\$ 389,000.00	
year 2013	\$ 460,000.00	
year 2014	\$ 475,000.00	
year 2015	\$ 372,500.00	
year 2016	\$ 425,000.00	
<b>five year total</b>		
<b>TOTAL ESTIMATE 2012-2016 EQUIPMENT PURCHASE</b>	<b>\$ 2,121,500.00</b>	

	City Current	City Proposed	T/Menasha	Appleton	Neenah	T/Grand Chute	Kaukauna
Smith Park Wedding Setup	100	200	NA	NA	NA	NA	NA
Smith Park Wedding Setup-NR	145	250	NA	NA	NA	NA	NA
Adult Morning Swim Pass	15	25	NA	NA	NA	NA	NA
Adult Morning Swim Pass-NR	20	30	NA	NA	NA	NA	NA
Adult Morning Swim Daily	1	2	NA	NA	NA	NA	NA
Adult Morning Swim Daily-NR	2	3	NA	NA	NA	NA	NA
Tiny Tots	60	65	NA	NA	NA	NA	NA
Tiny Tots-NR	115	120	NA	NA	NA	NA	NA
Grunski Runski	14	15	NA	NA	NA	NA	NA
Park User Fee (1-20 people)	0	5	NA	NA	NA	NA	NA
Beer Permit	4	5	NA	NA	NA	NA	NA
Swim Lessons (M-F)	16	21	NA	25	27	NA	NA
Swim Lessons (M-F)-NR	24	30	NA	50	37	NA	NA
Swim Lessons (Sat)	12	17	NA	NA	NA	NA	NA
Swim Lessons (Sat)-NR	16	22	NA	NA	NA	NA	NA
Pool Daily Admission (3 & under, was 2 & under)	0	0	NA	2.50	2.50	NA	2.00
Pool Daily Admissions (4-17, was 6-17)	2	2.50	NA	3.50	3.50	NA	3.00
Pool Daily Admissions (18-54)	3	3.50	NA	2.50	2.50	NA	3.00
Pool Daily Admissions (55 & up)	2	2.50	NA			NA	

**CITY OF MENASHA DISBURSEMENTS**

Accounts Payable for 12/10/09-12/17/09 \$ 218,776.93  
Checks # 23689-23823

Payroll Checks for 12/10/09-12/17/09 180,040.54

Total \$ 398,817.47

Menasha Employees Credit Union-Employee Deductions

Menasha Employees Local 1035-Union Dues

Menasha Employees Local 1035B-Union Dues

Wisconsin Support Collections-Child/Spousal Support

United Way-Employee Donations

AMT-Garnishments

\*\*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: 12/10/2009**

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
A-1 ELEVATOR SALES & SERVICE	23689	12/10/2009	1201-0903	100-1001-514.24-04	350.00	ANNUAL SAFETY TESTING
		12/10/2009	1201-0904	100-0801-521.24-03	300.00	ANNUAL SAFETY TESTING
			<b>Total for check: 23689</b>		<b>650.00</b>	
ABBY'S HEATING &	23690	12/10/2009	2406	263-0306-562.70-01	2,540.00	CDBG REHAB PROGRAM
			<b>Total for check: 23690</b>		<b>2,540.00</b>	
ACTION SPORTS	23691	12/10/2009	112609	100-0703-553.24-02	62.85	PRIMER KIT/FILTER/CARBIDE
			<b>Total for check: 23691</b>		<b>62.85</b>	
ADVANTIDGE INC	23692	12/10/2009	218754	100-0801-521.30-10	74.76	50 CAPD/50 RIBBON
			<b>Total for check: 23692</b>		<b>74.76</b>	
AIRGAS NORTH CENTRAL	23693	12/10/2009	105068067	731-1022-541.30-18	134.33	MIG WIRE
			<b>Total for check: 23693</b>		<b>134.33</b>	
ALL-SPORT TROPHY	23694	12/10/2009	42021	100-0702-552.30-18	42.00	FLAG FOOTBALL RIBBONS
			<b>Total for check: 23694</b>		<b>42.00</b>	
ALLIED GLOVE & SAFETY PRODUCTS	23695	12/10/2009	1791550	731-1022-541.30-18	75.49	HIP BOOTS
		12/10/2009	1/806100	731-1022-541.30-18	175.64	INSULATED WORK GLOVES
			<b>Total for check: 23695</b>		<b>251.13</b>	
POLLY ANDERSON	23696	12/10/2009	113009	100-0903-531.33-01	15.18	MILEAGE
				100-0903-531.34-04	16.00	PARKING
			<b>Total for check: 23696</b>		<b>31.18</b>	

**AP Check Register**  
**Check Date: 12/10/2009**

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
BADGER HIGHWAYS CO INC	23697	12/10/2009	148160	100-1003-541.30-18	43.48	HOTMIX ASPHALT COURSE
			Total for check: 23697		43.48	
BAHCALL RUBBER CO INC	23698	12/10/2009	487092-001	731-1022-541.38-03	283.09	COUPLERS
			Total for check: 23698		283.09	
BRAZEE ACE HARDWARE	23699	12/10/2009	007162	100-0703-553.24-03	16.27	SEALER/CAULK
			Total for check: 23699		16.27	
BUBRICK'S	23700	12/10/2009	281232	100-0801-521.30-10	593.92	OFFICE SUPPLIES
			Total for check: 23700		593.92	
CALUMET COUNTY REGISTER OF DEEDS	23701	12/10/2009	1489	100-0304-562.21-08	11.00	LAKE PARK VILLAS
			Total for check: 23701		11.00	
PAMELA A CAPTAIN	23702	12/10/2009	113009	100-0201-512.33-01	111.65	MILEAGE
				100-0201-512.33-03	23.93	MEALS
				100-0201-512.33-04	56.00	OTHER
			Total for check: 23702		191.58	
CAVANAUGH CARRIAGES	23703	12/10/2009	120709	100-0702-552.20-05	425.00	HAYRIDE REINDEER
			Total for check: 23703		425.00	
CDW GOVERNMENT INC	23704	12/10/2009	QWN9026	100-0203-512.30-10	15.23	DVD'S/COUNCIL MEETINGS
			Total for check: 23704		15.23	
DIGICORPORATION	23705	12/10/2009	95594	266-1027-543.29-01	485.66	RECYCLING CALENDAR
			Total for check: 23705		485.66	

**AP Check Register**  
**Check Date: 12/10/2009**

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
FAMILY THERAPY & ANXIETY CENTER	23706	12/10/2009	120409	100-0801-521.21-05	288.75	SERVICES PROVIDED
			Total for check: 23706		<u>288.75</u>	
FORCE AMERICA INC	23707	12/10/2009	02095666	731-1022-541.38-03	337.20	COMMANDALL OPERATOR INTERFACE
			Total for check: 23707		<u>337.20</u>	
BRAD FREIMUTH SUBURBAN MASONRY	23708	12/10/2009	1376	100-0703-553.24-03	2,682.00	SMITH PARK PAVILION
		12/10/2009	1377	100-0703-553.24-03	2,940.00	SMITH PARK PAVILION
		12/10/2009	1378	100-0703-553.24-03	350.00	MEMORIAL BUILDING
		12/10/2009	1379	100-0703-553.24-03	682.00	MEMORIAL BUILDING
		Total for check: 23708		<u>6,654.00</u>		
GANNETT WISCONSIN MEDIA	23709	12/10/2009	0004436469	100-0405-513.29-02	649.36	LEGALS
				100-0204-512.29-02	68.00	SPRING ELECTION
				100-0000-201.15-00	(92.10)	CREDIT
		Total for check: 23709		<u>625.26</u>		
HOME DEPOT CREDIT SERVICES	23710	12/10/2009	7995308	100-0501-522.24-03	59.94	BALLAST
			Total for check: 23710		<u>59.94</u>	
INTERSTATE BATTERY OF GREEN BAY	23711	12/10/2009	90056458	731-1022-541.38-03	98.45	BATTERY
		12/10/2009	90056459	100-0703-553.24-02	51.95	SKI DOO
			Total for check: 23711		<u>150.40</u>	
JESSE LANSER	23712	12/10/2009	SP ASSESS	100-0000-201.03-00	185.60	SP ASSESS PMT OVERAGE
			Total for check: 23712		<u>185.60</u>	

**AP Check Register**  
**Check Date: 12/10/2009**

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
LUNIAK PAINT & SUPPLY INC	23713	12/10/2009	5204	731-1022-541.21-06	225.00	SANDBLAST TANK FRAMES
				<b>Total for check: 23713</b>	<b>225.00</b>	
	23714	12/10/2009	0729	100-0801-521.29-05	95.00	TOWING
M&M TOWING AND RECOVERY LLC				<b>Total for check: 23714</b>	<b>95.00</b>	
MANAWA TELEPHONE CO	23715	12/10/2009	DEC2009	100-0403-513.22-01	39.95	INTERNET SERVICE
				<b>Total for check: 23715</b>	<b>39.95</b>	
	23716	12/10/2009	325625	100-0910-531.30-18	32.90	COOKIES/HINI CLINIC
MANDERFIELD BAKERY				<b>Total for check: 23716</b>	<b>32.90</b>	
MATTHEWS TIRE & SERVICE CENTER	23717	12/10/2009	31814	731-1022-541.38-02	52.10	SERVICE
		12/10/2009	31819	731-1022-541.38-02	420.84	TIRES/MISC
		12/10/2009	31820	731-1022-541.38-02	38.00	FLAT REPAIR
		12/10/2009	31826	731-1022-541.38-02	33.34	FLAT REPAIR
			<b>Total for check: 23717</b>		<b>544.28</b>	
MENARDS-APPLETON EAST	23718	12/10/2009	33650	100-0703-553.30-15	206.17	STOCK
		12/10/2009	33672	100-0703-553.24-03	59.95	VINYL BRICK MLD
			<b>Total for check: 23718</b>		<b>266.12</b>	
MENASHA EMPLOYEES CREDIT UNION	23719	12/10/2009	20091210	100-0000-202.05-00	2,212.00	PAYROLL SUMMARY
			<b>Total for check: 23719</b>		<b>2,212.00</b>	
	23720	12/10/2009	20091210	100-0000-202.06-00	310.00	PAYROLL SUMMARY
MENASHA EMPLOYEES LOCAL 1035				<b>Total for check: 23720</b>	<b>310.00</b>	

**AP Check Register**  
**Check Date: 12/10/2009**

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
TOWN OF MENASHA POLICE DEPARTMENT	23721	12/10/2009	BOND	100-0000-201.03-00	220.90	BOND
			<b>Total for check: 23721</b>		<b>220.90</b>	
POSTMASTER	23722	12/10/2009	120809	100-0702-552.30-11	1,690.19	1,690.19 WINTER PROGRAM FLYER
			<b>Total for check: 23722</b>		<b>1,690.19</b>	
MENASHA UTILITIES	23723	12/10/2009	003379	601-1021-543.25-01	18,124.42	SEWER CHARGES OCT 2009
				625-0401-513.25-01	848.12	STORMWATER CHARGES OCT 2009
		12/10/2009	BILLING#2	100-1008-541.22-03	175.40	ELEC OR WATER
				100-0703-553.22-03	471.98	ELEC OR WATER
				100-0703-553.22-05	62.36	ELEC OR WATER
				100-0000-123.00-00	7.10	ELEC OR WATER
				100-0903-531.22-03	120.02	ELEC OR WATER
				100-0903-531.22-05	42.20	ELEC OR WATER
				601-1020-543.22-03	52.53	ELEC OR WATER
				100-0703-553.22-03	13.59	ELEC OR WATER
			<b>Total for check: 23723</b>		<b>19,917.72</b>	
MIDWEST SIGN & SCREEN PRINTING	23724	12/10/2009	2578313-00	100-1008-541.30-18	555.94	STOCK
			<b>Total for check: 23724</b>		<b>555.94</b>	
MINNESOTA LIFE INSURANCE COMPANY	23725	12/10/2009	JANUARY2010	100-0000-204.07-00	2,732.01	LIFE INSURANCE
			<b>Total for check: 23725</b>		<b>2,732.01</b>	
N&M AUTO SUPPLY	23726	12/10/2009	291867	731-1022-541.38-03	14.44	RED MARKER LAMP
		12/10/2009	291904	731-1022-541.38-03	20.41	RED MARKER LAMP
		12/10/2009	291905	731-1022-541.38-03	3.99	TIRE VAL
			<b>Total for check: 23726</b>		<b>38.84</b>	
NEENAH-MENASHA MUNICIPAL COURT	23727	12/10/2009	BOND	100-0000-201.03-00	197.00	BOND
				100-0000-201.03-00	431.80	BOND

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
NEENAH-MENASHA MUNICIPAL COURT...	23727...	12/10/2009...	BOND...	100-0000-201.03-00	197.00	BOND
				100-0000-201.03-00	197.00	BOND
				100-0000-201.03-00	323.00	BOND
				<b>Total for check: 23727</b>		<b>1,345.80</b>
OFFICE DEPOT	23728	12/10/2009	483647	100-0201-512.30-10	6.00	OFFICE SUPPLIES
				100-0202-512.30-10	15.04	OFFICE SUPPLIES
				100-0203-512.30-10	19.37	OFFICE SUPPLIES
				100-0204-512.30-10	62.05	OFFICE SUPPLIES
				100-0101-511.30-10	19.37	OFFICE SUPPLIES
<b>Total for check: 23728</b>		<b>121.83</b>				
THE WREATH FACTORY	23729	12/10/2009	120709	100-0408-552.30-16	67.99	GARLAND/BOW
<b>Total for check: 23729</b>				<b>67.99</b>		
OUTAGAMIE COUNTY CLERK OF COURTS	23730	12/10/2009	BOND	100-0000-201.03-00	200.00	BOND
<b>Total for check: 23730</b>				<b>200.00</b>		
PACKER CITY INTERNATIONAL	23731	12/10/2009	3293230061	731-1022-541.38-03	525.89	STOCK
<b>Total for check: 23731</b>				<b>525.89</b>		
LINDA PALMBACH	23732	12/10/2009	120209	100-0903-531.33-01	16.23	MILEAGE
<b>Total for check: 23732</b>				<b>16.23</b>		
PIGGLY WIGGLY MIDWEST LLC	23733	12/10/2009	9584	100-0910-531.30-18	28.55	WATER/H1N1 CLINIC
<b>Total for check: 23733</b>				<b>28.55</b>		

**AP Check Register**  
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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
PROCON DATA SYSTEMS INC	23734	12/10/2009	7191	100-0702-552.30-18	10.00	SIGNS/BANNERS
				<b>Total for check: 23734</b>	<b>10.00</b>	
PROGRESSIVE ELECTRICAL SERVICES INC	23735	12/10/2009	3992	100-0304-562.21-10	960.00	LAKE PARK SQUARE SIGN
				<b>Total for check: 23735</b>	<b>960.00</b>	
PSS WORLD MEDICAL INC	23736	12/10/2009	5627826	100-0910-531.30-18	84.00	MEDICAL SUPPLIES
				100-0905-531.30-18	21.09	MEDICAL SUPPLIES
				<b>Total for check: 23736</b>	<b>105.09</b>	
RADTKE CONTRACTORS INC	23737	12/10/2009	28876	100-0703-553.20-04	1,524.00	REMOVE BUOYS
				<b>Total for check: 23737</b>	<b>1,524.00</b>	
RICK'S AUTO GLASS INC	23738	12/10/2009	1102921	731-1022-541.29-04	35.00	REPAIR REAR DEFROST
				<b>Total for check: 23738</b>	<b>35.00</b>	
ROAD EQUIPMENT	23739	12/10/2009	WA507858	731-1022-541.38-03	220.06	ELEC BRK/LH/RH
				<b>Total for check: 23739</b>	<b>220.06</b>	
CHARLES SAHR	23740	12/10/2009	120109	100-0801-521.19-03	68.00	CLOTHING ALLOWANCE
				<b>Total for check: 23740</b>	<b>68.00</b>	
SHERWIN INDUSTRIES INC	23741	12/10/2009	SS035565	100-1008-541.30-15	1,803.98	SIGN STANDS/BARRELS
				<b>Total for check: 23741</b>	<b>1,803.98</b>	
SUPERIOR CHEMICAL CORP	23742	12/10/2009	10537	100-0000-132.00-00	648.95	CLEANING SUPPLIES
				<b>Total for check: 23742</b>	<b>648.95</b>	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
THEDACARE	23743	12/10/2009	9200144014	100-0801-521.21-05	220.80	VENIPUNCTURE
	Total for check: 23743				<u>220.80</u>	
UNIFIRST CORPORATION	23744	12/10/2009	097 0056690	731-1022-541.20-01	100.68	MAT/MOP/CLOTHING SERVICE
	Total for check: 23744				<u>100.68</u>	
UNITED PAPER CORPORATION	23745	12/10/2009	22622	100-0000-132.00-00	1,243.02	TOWELS/HAND SOAP
	23745	12/10/2009	22633	100-0000-132.00-00	71.28	TOWELS
	Total for check: 23745				<u>1,314.30</u>	
US CELLULAR	23746	12/10/2009	200267787-069	100-0101-511.22-01	51.61	CELL PHONE
				100-0201-512.22-01	66.27	CELL PHONE
				100-0401-513.22-01	9.65	CELL PHONE
				100-1019-552.22-01	38.46	CELL PHONE
				100-0403-513.22-01	113.87	CELL PHONE
				601-1020-543.22-01	4.80	CELL PHONE
				100-1001-514.22-01	55.70	CELL PHONE
				100-0601-551.22-01	6.35	CELL PHONE
				100-0801-521.22-01	556.66	CELL PHONE
				100-0919-531.22-01	45.71	CELL PHONE
				100-0904-531.22-01	35.73	CELL PHONE
				100-1002-541.22-01	96.44	CELL PHONE
				100-0702-552.22-01	37.23	CELL PHONE
				100-0703-553.22-01	141.97	CELL PHONE
				100-0304-562.22-01	27.01	CELL PHONE
				731-1022-541.22-01	107.47	CELL PHONE
				100-1008-541.22-01	7.27	CELL PHONE
				601-1020-543.22-01	4.80	CELL PHONE
	Total for check: 23746				<u>1,407.00</u>	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
US OIL CO INC	23747	12/10/2009	L37973	731-1022-541.21-06	12.00	SAMPLE
				<b>Total for check: 23747</b>	<b>12.00</b>	
UW FOX VALLEY	23748	12/10/2009	10-22050	100-0702-552.30-18	51.00	SPORTS 4 KIDS CLINIC
				<b>Total for check: 23748</b>	<b>51.00</b>	
WAYNE ENGINEERING CORP	23749	12/10/2009	69876	731-1022-541.38-03	5,898.61	HYDRAULIC CYLINDER
				<b>Total for check: 23749</b>	<b>5,898.61</b>	
WC INDUSTRIAL SUPPLY COMPANY	23750	12/10/2009	0006747-IN	731-1022-541.38-03	135.06	BEARINGS/SEALS
				<b>Total for check: 23750</b>	<b>135.06</b>	
WE ENERGIES	23751	12/10/2009	120709	100-0000-201.03-00	449.34	REMOVAL OF GAS FACILITIES800 DE PERE
				<b>Total for check: 23751</b>	<b>449.34</b>	
WIL-KIL PEST CONTROL	23752	12/10/2009	12273209	100-1001-514.20-01	233.79	PEST CONTROL SERVICES
				100-0801-521.24-03	359.38	PEST CONTROL SERVICES
				100-0703-553.24-03	162.96	PEST CONTROL SERVICES
				731-1022-541.20-07	63.00	COMMERCIAL CONTRACT
<b>Total for check: 23752</b>	<b>819.13</b>					
WINNEBAGO COUNTY CLERK OF COURTS	23753	12/10/2009	BOND	100-0000-201.03-00	235.00	BOND
				100-0000-201.03-00	150.00	BOND
				100-0000-201.03-00	535.00	BOND
				100-0000-201.03-00	500.00	BOND
<b>Total for check: 23753</b>	<b>1,420.00</b>					

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
WINNEBAGO COUNTY TREASURER	23754	12/10/2009	RF101032	266-1029-543.21-06	1,885.00	145 APPLIANCES
			Total for check: 23754		<u>1,885.00</u>	
WISCONSIN SUPPORT COLLECTIONS	23755	12/10/2009	20091210	100-0000-202.03-00	440.23	PAYROLL SUMMARY
			Total for check: 23755		<u>440.23</u>	
					<u>64,868.00</u>	

**AP Check Register**  
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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
POSTMASTER	23756	12/11/2009	TAXBILLS	100-0401-513.30-11	2,711.29	TAX BILL POSTAGE
			Total for check: 23756		<u>2,711.29</u>	
					<u>2,711.29</u>	

**AP Check Register**  
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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ACC PLANNED SERVICE INC	23757	12/17/2009	2280	100-0920-531.24-03	47.82	47.82 PM 2 FURNACES
				<b>Total for check: 23757</b>	<b>47.82</b>	
ACCURATE SUSPENSION WAREHOUSE	23758	12/17/2009	9019026	731-1022-541.30-18	155.40	155.40 NON CLORINATED BRAKLEEN
				<b>Total for check: 23758</b>	<b>155.40</b>	
AG-BAG FORAGE SOLUTIONS	23759	12/17/2009	4534	266-1028-543.30-18	9,709.00	9,709.00 6 10' PODS
				<b>Total for check: 23759</b>	<b>9,709.00</b>	
AIRGAS NORTH CENTRAL	23760	12/17/2009	105087707	731-1022-541.30-18	134.09	134.09 ARGON CYL
				<b>Total for check: 23760</b>	<b>134.09</b>	
APPLETON RADIATOR INC	23761	12/17/2009	11682	731-1022-541.29-04	127.24	127.24 NEW SIDE TANK
				<b>Total for check: 23761</b>	<b>127.24</b>	
APPLETON STEEL INC	23762	12/17/2009	24317	100-0704-552.82-02	124.74	124.74 SS ANGLE
				<b>Total for check: 23762</b>	<b>124.74</b>	
ASBESTOS AND LEAD UNIT-ROOM 137	23763	12/17/2009	RENEWAL	100-0904-531.32-01	175.00	175.00 RENEWAL CERTIFICATE ASBESTOS INSPECTOR
				100-0904-531.32-01	125.00	125.00 RENEWAL CERTIFICATE ASBESTOS SUPERVISOR
				<b>Total for check: 23763</b>	<b>300.00</b>	
AT&T	23764	12/17/2009	920R09453012	100-1001-514.22-01	113.90	113.90 MONTHLY SERVICE
				601-1020-543.22-01	292.50	292.50 MONTHLY SERVICE
				<b>Total for check: 23764</b>	<b>406.40</b>	
BADGER LAB & ENGINEERING INC	23765	12/17/2009	INV000039381	601-1020-543.21-02	710.00	710.00 WHITING PAPER WW SAMPLING
			INV000039389	601-1020-543.21-02	280.00	280.00 MENASHA UTIL WW SAMPLING
			INV000039397	601-1020-543.21-02	911.00	911.00 DURA FIBRE WW SAMPLING

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
BADGER LAB & ENGINEERING INC...	23765...	12/17/2009	INV000039398	601-1020-543.21-02	766.00	ALCAN PACKNG WW SAMPLING
		12/17/2009	INV000039399	601-1020-543.21-02	766.00	GRAPHICS PACKNG WW SAMP
		12/17/2009	INV000039400	601-1020-543.21-02	766.00	GUINDERSON CLNRS WW SAMP
		12/17/2009	INV000039401	601-1020-543.21-02	956.00	INTERTAPE POLY WW SAMPLIN
		12/17/2009	INV000039402	601-1020-543.21-02	911.00	MONDI PACKNG WW SAMPLING
				<b>Total for check: 23765</b>		<b>6,066.00</b>
BAHCALL RUBBER CO INC	23766	12/17/2009	487092-002	731-1022-541.38-03	84.74	STOCK SUPPLIES
			<b>Total for check: 23766</b>		<b>84.74</b>	
BECK ELECTRIC INC	23767	12/17/2009	F190	625-1010-541.21-06	56.00	CHECK WELL PUMP LAKE PARK VILLA
		12/17/2009	F250	731-1022-541.24-03	101.00	VENT FANS
			<b>Total for check: 23767</b>		<b>157.00</b>	
BOARDMAN LAW FIRM	23768	12/17/2009	192284	100-0201-512.21-01	59.91	PROFESSIONAL SERVICES
			<b>Total for check: 23768</b>		<b>59.91</b>	
BUBRICK'S	23769	12/17/2009	282581	731-1022-541.30-10	70.52	OFFICE SUPPLIES
		12/17/2009	283018	266-1027-543.30-18	5.94	FINGERTIP MOISTENER
			<b>Total for check: 23769</b>		<b>76.46</b>	
CDW GOVERNMENT INC	23770	12/17/2009	QWW7649	100-0403-513.30-15	85.41	REPLACEMENT KEYBOARDS
			<b>Total for check: 23770</b>		<b>85.41</b>	
CHALCHOFF & JELINSKI LLC	23771	12/17/2009	409	100-0201-512.21-01	2,870.00	PROFESSIONAL SERVICES
			<b>Total for check: 23771</b>		<b>2,870.00</b>	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CHRISTINA GOLLNOW	23772	12/17/2009	GOLLNOW	100-1006-541.30-18	50.00	MAILBOX DAMAGE 812 BRIGHTON DR
				<b>Total for check: 23772</b>	<b>50.00</b>	
DAVIS & KUELTHAU SC	23773	12/17/2009	314403	100-0201-512.21-01	446.50	UNION NEGOTIATIONS
				<b>Total for check: 23773</b>	<b>446.50</b>	
DIGICORPORATION	23774	12/17/2009	95595	266-1027-543.29-01	485.66	RECYCLING BROCHURES
				95839	277.52	RECYCLING ROUTE MAPS
				95840	414.00	SINGLE STREAM FLYER
				<b>Total for check: 23774</b>	<b>1,177.18</b>	
FASTENAL COMPANY	23775	12/17/2009	WINEE49229	100-1008-541.30-18	25.68	CABLE TIES
				<b>Total for check: 23775</b>	<b>25.68</b>	
FERRELLGAS	23776	12/17/2009	1030459485	266-1027-543.21-06	122.72	LIQUEFIED PETROLEUM GAS
				<b>Total for check: 23776</b>	<b>122.72</b>	
FIRST SUPPLY LLC	23777	12/17/2009	8130825-00	100-0704-552.82-02	22.90	STOCK
				8132092-00	9.34	STOCK
				<b>Total for check: 23777</b>	<b>32.24</b>	
GRAINGER INC	23778	12/17/2009	9126620443	100-0703-553.24-03	43.02	WEDGE ANCHOR
				<b>Total for check: 23778</b>	<b>43.02</b>	
LEONARD GROESCHEL	23779	12/17/2009	121009	100-0801-521.24-03	250.00	CONTROL PANEL LIGHT BAR FIRING RANGE PD
				<b>Total for check: 23779</b>	<b>250.00</b>	
HORST DISTRIBUTING INC	23780	12/17/2009	877650	100-0703-553.30-15	3,495.00	ALUMINUM TRAILER
				<b>Total for check: 23780</b>	<b>3,495.00</b>	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description	
HORST DISTRIBUTING INC...	23780...	12/17/2009	877651	100-0703-553.30-15	(150.00)	TRAILER CREDIT	
				<b>Total for check: 23780</b>	<b>3,345.00</b>		
INDEPENDENT INSPECTIONS LTD	23781	12/17/2009	303255	100-0301-523.21-06	5,372.67	PERMITS/LICENSES NOVEMBER 2009	
				<b>Total for check: 23781</b>	<b>5,372.67</b>		
KAEMPFER & ASSOCIATES INC	23782	12/17/2009	15184	601-1020-543.21-02	783.81	IND DISC REG PROG SEWER USER MONITORING	
				15185	601-1020-543.21-02	385.68	WET WEATHER FLOW BYPASS
				15186	601-1020-543.21-02	214.16	NINTH ST LIFT STATION
<b>Total for check: 23782</b>	<b>1,383.65</b>						
KJ WASTE SYSTEMS INC	23783	12/17/2009	120409	266-1027-543.21-06	1,258.00	CORRUGATE/CO MINGLE CONTAINER RENTAL	
				<b>Total for check: 23783</b>	<b>1,258.00</b>		
LORETTA KJEMHUS	23784	12/17/2009	121109	100-0903-531.33-01	22.66	MILEAGE	
				100-0910-531.33-01	4.35	MILEAGE	
				<b>Total for check: 23784</b>	<b>27.01</b>		
KUNDINGER FLUID POWER INC	23785	12/17/2009	50075252	731-1022-541.38-03	53.86	FLOW EZY FILL CAP	
				<b>Total for check: 23785</b>	<b>53.86</b>		
KWIK TRIP INC	23786	12/17/2009	2235895	100-0801-521.29-05	28.66	GASOLINE	
				<b>Total for check: 23786</b>	<b>28.66</b>		
L&S TRUCK CENTER	23787	12/17/2009	193796	731-1022-541.38-03	31.84	VALVE ASSY	
				<b>Total for check: 23787</b>	<b>31.84</b>		

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
LAWSON PRODUCTS INC	23788	12/17/2009	8703562	731-1022-541.30-18	248.10	STOCK
			Total for check: 23788		<u>248.10</u>	
LRI MEDICAL WASTE DISPOSAL	23789	12/17/2009	42088	100-0910-531.21-05	73.79	MEDICAL WASTE BAGS/BOXES
			Total for check: 23789		<u>73.79</u>	
MATTHEWS TIRE & SERVICE CENTER	23790	12/17/2009	31920	731-1022-541.38-02	1,373.78	TIRE SERVICE
		12/17/2009	31921	731-1022-541.38-02	476.92	TIRE SERVICE
		12/17/2009	31922	731-1022-541.38-02	469.79	TIRE SERVICE
		12/17/2009	31974	731-1022-541.38-02	764.00	TIRE SERVICE
			Total for check: 23790		<u>3,084.49</u>	
MENARDS-APPLETON EAST	23791	12/17/2009	33880	100-0703-553.30-15	23.46	STOCK SUPPLIES
		12/17/2009	33984	100-0701-533.30-18	24.90	STOCK SUPPLIES
				100-0701-533.30-18	27.87	STOCK SUPPLIES
				100-0704-552.24-03	44.91	STOCK SUPPLIES
		12/17/2009	35880	100-0702-552.30-18	91.26	CHRISTMAS LIGHTS/MISC
			Total for check: 23791		<u>212.40</u>	
MENASHA EMPLOYEES CREDIT UNION	23792	12/17/2009	20091217	100-0000-202.05-00	18,914.50	PAYROLL SUMMARY
			Total for check: 23792		<u>18,914.50</u>	
MENASHA EMPLOYEES LOCAL 1035	23793	12/17/2009	20091217	100-0000-202.06-00	270.00	PAYROLL SUMMARY
			Total for check: 23793		<u>270.00</u>	
MENASHA EMPLOYEES LOCAL 1035B	23794	12/17/2009	20091217	100-0000-202.07-00	275.90	PAYROLL SUMMARY
			Total for check: 23794		<u>275.90</u>	
MENASHA JOINT SCHOOL DISTRICT	23795	12/17/2009	DECMOBHM	100-0000-412.00-00	5,926.93	DEC MOBILE HOME TAX

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MENASHA JOINT SCHOOL DISTRICT...	23795...	12/17/2009	NOVMOBOM	100-0000-412.00-00	5,915.74	NOV MOBILE HOME TAX
	<b>Total for check: 23795</b>				<b>11,842.67</b>	
MENASHA TREASURER	23796	12/17/2009	7-401	310-0000-471.00-00	193.00	SPEC ASSMNT 7-401
		12/17/2009	PREPAY	100-0000-212.00-00	2,071.67	PREPAID TAXES 4-609
				100-0000-212.00-00	1,340.72	PREPAID TAXES 5-217
				100-0000-212.00-00	685.11	PREPAID TAXES 2-147
				100-0000-212.00-00	2,000.00	PREPAID TAXES 1-58
				100-0000-212.00-00	1,300.00	PREPAID TAXES 4-932
<b>Total for check: 23796</b>				<b>7,590.50</b>		
MIDWEST SIGN & SCREEN PRINTING	23797	12/17/2009	2580601-00	100-1008-541.30-18	100.15	
	<b>Total for check: 23797</b>				<b>100.15</b>	
N&M AUTO SUPPLY	23798	12/17/2009	291998	731-1022-541.38-03	(4.45)	WARRANTY
		12/17/2009	293106	731-1022-541.38-03	19.88	SEALED BEAM
		12/17/2009	293148	731-1022-541.38-03	0.76	O RING
		12/17/2009	293215	731-1022-541.38-03	26.16	BLOWER MOTOR AC/HEATER
	<b>Total for check: 23798</b>				<b>42.35</b>	
NEENAH-MENASHA SEWERAGE COMMISSION	23799	12/17/2009	2009-198	601-1021-543.21-01	14,358.19	FOX RIVER CLEANUP REIMBURSEMENT
	<b>Total for check: 23799</b>				<b>14,358.19</b>	
NOFFKE LUMBER INC	23800	12/17/2009	091120819970	100-0703-553.24-03	69.84	BRICKMOLD
		12/17/2009	091120820060	100-0703-553.24-03	4.16	GUTR APRN WHITE
		12/17/2009	091120820074	100-0703-553.24-03	29.08	PRIMEGUARD
		12/17/2009	091120820097	100-0703-553.30-18	66.00	LUMBER
		12/17/2009	091120820106	100-0701-593.30-18	40.18	SEL STRUCT DG FIR
		12/17/2009	091120820173	100-0703-553.30-18	28.15	TREATED POST
		12/17/2009	091120820193	100-0703-553.30-18	26.63	LUMBER

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
NOFFKE LUMBER INC...	23800...	12/17/2009	091120820206	100-0703-553.30-18	22.63	LUMBER
				<b>Total for check: 23800</b>	<b>286.67</b>	
ONE COMMUNICATIONS CORP	23801	12/17/2009	DEC2009	100-0402-513.22-01	5.68	
				100-0201-512.22-01	20.71	
				100-0000-123.00-00	12.17	
				100-0203-512.22-01	18.02	
				100-0304-562.22-01	23.07	
				100-1001-514.22-01	82.39	
				100-0401-513.22-01	49.20	
				731-1022-541.22-01	57.15	
				100-0903-531.22-01	18.53	
				100-0403-513.22-01	23.74	
				100-0601-551.22-01	212.82	
				100-0101-511.22-01	19.25	
				100-0702-552.22-01	23.44	
				100-0703-553.22-01	130.59	
				100-0202-512.22-01	18.29	
				100-0801-521.22-01	387.04	
				100-1002-541.22-01	57.80	
100-0920-531.22-01	41.87					
100-1008-541.22-01	5.68					
207-0000-123.00-00	23.51					
100-0704-552.22-01	57.73					
100-0000-123.00-00	445.37					
100-0502-522.22-01	68.12					
<b>Total for check: 23801</b>				<b>1,802.17</b>		
OSHKOSH FIRE & POLICE EQUIPMENT INC	23802	12/17/2009	134570	100-0801-521.29-05	354.60	LED LIGHTHEADS
				<b>Total for check: 23802</b>	<b>354.60</b>	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description	
PARTS ASSOCIATES INC	23803	12/17/2009	PA10894098	731-1022-541.30-18	157.23	800 SERIES TRAY ASSORTMNT	
				<b>Total for check: 23803</b>	<b>157.23</b>		
SANOI PASTEUR INC	23804	12/17/2009	97104255	100-0903-531.30-18	78.15	TUBERSOL TEST ANTIGEN	
				<b>Total for check: 23804</b>	<b>78.15</b>		
SECURITY FENCE & SUPPLY CO INC	23805	12/17/2009	2009-18799-IN	100-0703-553.24-05	635.00	CORNER POST FABRIC	
				<b>Total for check: 23805</b>	<b>635.00</b>		
SERVICEMASTER BUILDING MAINTENANCE	23806	12/17/2009	125536	100-0801-521.20-01	1,395.00	CONTRACT JANITORIAL	
				125597	100-0801-521.20-01	260.00	CONTRACT JANITORIAL
				<b>Total for check: 23806</b>	<b>1,655.00</b>	CLEAN GARAGE	
SHERWIN-WILLIAMS CO	23807	12/17/2009	4262-1	100-0703-553.30-18	124.95	PAINT	
				<b>Total for check: 23807</b>	<b>124.95</b>		
SPECIAL OLYMPICS WISCONSIN	23808	12/17/2009	121109	100-0801-521.34-03	418.10	LETR CONFERENCE	
				<b>Total for check: 23808</b>	<b>418.10</b>		
STAPLES BUSINESS ADVANTAGE	23809	12/17/2009	3128051916	100-0910-531.30-10	1.32	OFFICE SUPPLIES	
				100-0903-531.30-10	29.75	OFFICE SUPPLIES	
				<b>Total for check: 23809</b>	<b>31.07</b>		
STREICHERS PROFESSIONAL POLICE EQPT	23810	12/17/2009	CM235820	100-0801-521.30-15	(260.00)	TRADE IN CREDIT	
				CM235853	100-0801-521.30-15	(38.00)	CREDIT INV I644729
				CM235955	100-0801-521.30-15	(38.00)	BADGE REFINISH CREDIT
				CM237327	100-0801-521.19-03	(115.00)	JACKET RETURN
				1673621	100-0801-521.19-03	115.00	JACKET
				1678141	100-0801-521.19-03	119.99	BOOTS
1683723	100-0801-521.30-15	79.96	PRACTICE AMMO				

**AP Check Register**  
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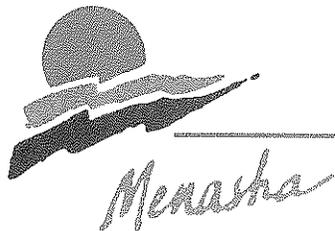
Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
STREICHERS PROFESSIONAL POLICE EQPT...	23810...	12/17/2009	686517	100-0801-521.19-03	100.49	HANDCUFFS/BELTS
		12/17/2009	686678	100-0801-521.19-03	47.50	BELT/PANTS
		12/17/2009	686833	100-0801-521.19-03	127.98	HOLSTER/BOOTS
		12/17/2009	691200	100-0801-521.19-03	186.60	HOLSTER
				<b>Total for check: 23810</b>	<b>326.52</b>	
SWIDERSKI EQUIPMENT INC	23811	12/17/2009	022184	731-1022-541.38-03	21.05	PIN
				<b>Total for check: 23811</b>	<b>21.05</b>	
TRADER PLUMBING	23812	12/17/2009	33701	100-0704-552.82-02	890.00	POOL PIPING
				<b>Total for check: 23812</b>	<b>890.00</b>	JEFFERSON POOL
UNIFIRST CORPORATION	23813	12/17/2009	097 0057004	731-1022-541.20-01	100.68	MAT/MOP/CLOTHING SERVICE
				<b>Total for check: 23813</b>	<b>100.68</b>	
UNITED WAY FOX CITIES	23814	12/17/2009	20091217	100-0000-202.09-00	76.00	PAYROLL SUMMARY
				<b>Total for check: 23814</b>	<b>76.00</b>	
US OIL CO INC	23815	12/17/2009	208025	100-0000-131.00-00	14,763.12	FUEL OIL
		12/17/2009	208026	100-0000-131.00-00	7,417.40	NO LEAD GAS
		12/17/2009	208138	100-0000-141.00-00	(600.20)	CONTRACT PREPAY
		12/17/2009	208139	100-0000-141.00-00	(960.00)	CONTRACT PREPAY
				<b>Total for check: 23815</b>	<b>20,620.32</b>	
JANET VAN LANKVELT	23816	12/17/2009	SUPPLIES	100-0000-201.12-00	126.40	BATTING SUPPLIES
				<b>Total for check: 23816</b>	<b>126.40</b>	REIMBURSEMENT

**AP Check Register**  
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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
VEOLIA ES SOLID WASTE MIDWEST	23817	12/17/2009	B40000248214	100-0000-123.00-00	84.92	84.92 RECYCLING BROAD ST LOT
				<b>Total for check: 23817</b>		<b>84.92</b>
VOICE DATE & ELEC SERVICES LLC	23818	12/17/2009	111709	100-0801-521.24-02	775.00	775.00 CABLE FOR CELL CAMERA
				<b>Total for check: 23818</b>		<b>775.00</b>
WAVERLY SANITARY DISTRICT	23819	12/17/2009	112409	100-0703-553.22-05	38.77	38.77 BARKER FARM PAVILION
				<b>Total for check: 23819</b>		<b>38.77</b>
WC INDUSTRIAL SUPPLY COMPANY	23820	12/17/2009	0006756-IN	731-1022-541.38-03	42.14	42.14 BEARINGS
				<b>Total for check: 23820</b>		<b>42.14</b>
WE ENERGIES	23821	12/17/2009	112909	100-0701-533.22-03	8.50	8.50 NORTH ST
				100-0701-533.22-03	9.07	9.07 NORTH ST
				100-0903-531.22-04	17.24	17.24 316 RACINE ST
<b>Total for check: 23821</b>				<b>34.81</b>		
WINNEBAGO COUNTY TREASURER	23822	12/17/2009	LF115507	100-1016-543.25-01	11,626.80	11,626.80 LANDFILL FACILITY
				100-1017-543.25-01	3,250.36	3,250.36 LANDFILL FACILITY
				266-1027-543.25-01	1,077.75	1,077.75 LANDFILL FACILITY
				266-1028-543.21-06	7,095.75	7,095.75 BRUSH GRINDING
				100-0304-562.21-06	2,416.67	2,416.67 1/3 COST AERIAL PHOTOS
12/17/2009	PL101059	100-0000-201.03-00	2,416.66	2,416.66 1/3 COST AERIAL PHOTOS		
		100-1002-541.21-06	2,416.67	2,416.67 1/3 COST AERIAL PHOTOS		
<b>Total for check: 23822</b>				<b>30,300.66</b>		

**AP Check Register**  
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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
WISCONSIN SUPPORT COLLECTIONS	23823	12/17/2009	20091217	100-0000-202.03-00	1,152.15	PAYROLL SUMMARY
			Total for check: 23823		<u>1,152.15</u>	
					<u>151,197.64</u>	



### Memorandum

TO: Common Council  
FROM: Greg Keil, CDD  
DATE: December 16, 2009  
RE: LPV Garage Offer

This memo relates to the pending offer on the LPV garage from the Lake Park Villas Homeowners Association to the City of Menasha.

At the December 7, 2009 Common Council, staff was directed to negotiate a release of claim on the garage from JLKP Properties to the City of Menasha. I have had correspondence with JLKP and I am now requesting authorization to offer an amount equal to 1/3 of the selling price to the LPVHOA for JLKP to relinquish its claim. The selling price per the current offer from the LPVHOA would be \$15,500 (\$15,000 + \$500 more than the competing offer from Gregorski). One-third of this amount is \$5,167.

JLKP was seeking a minimum payment of \$8,754.16 for hard and soft costs it has claimed to have incurred since the assignment through the court order to the receiver in May of 2007.

I am also seeking approval from the Common Council to either accept the amount contained in the original offer from the LPVHOA, or counter at different amount as directed. Furthermore, I would propose to strike Section 1(C) from the attached Addendum A. All such changes would remain subject to the approval by the Common Council at a subsequent meeting.