

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

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

March 19, 2007

6:45 PM

**AGENDA**

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**I. CALL TO ORDER**

A. -

**II. ROLL CALL/EXCUSED ABSENCES**

A. -

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

A. March 5, 2007

[Attachments](#)

**IV. DISCUSSION**

A. Authorization to Execute WisDOT Bridge Operation Agreement for Fiscal Year 2008

[Attachments](#)

B. Parking Committee Recommendation to Add One Parking Stall on the East Side and One Parking Stall on the West Side of Milwaukee Street between Main Street and Broad Street

[Attachments](#)

C. Recommendation for 2007 Street Improvement Program: Kaukauna Street and High Street

[Attachments](#)

**V. ADJOURNMENT**

A. -

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

**CITY OF MENASHA**  
**Board of Public Works**  
**Third Floor Council Chambers, 140 Main Street, Menasha, WI**  
March 5, 2007

# MINUTES DRAFT

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## I. CALL TO ORDER

A. -

**Item Action:**  
None

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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	Meeting called to order by Vice-Chairman Pack at 7:35p.m.			
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## II. ROLL CALL/EXCUSED ABSENCES

A. -

**Item Action:**  
None

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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	Present: Ald. Hendricks, Eckstein, Michalkiewicz, Chase, Merkes, Wisneski, Pack.			
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	Excused: Ald. Taylor.			
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	Also Present: Mayor Laux, CA/HRD Brandt, PC Stanke, FC Vander Wyst, DPW Radtke, CDD Keil, Comp Stoffel, PRD Tungate, Clerk Galeazzi, and the Press.			
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## III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

### Minutes to approve:

A. February 19, 2007

[Attachments](#)  
**Item Action:**  
Approved

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Approve	February 19, 2007 Minutes	Alderman Michalkiewicz	Alderman Eckstein	Passed
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	Motion carried on voice vote.			
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## IV. DISCUSSION

A. **Change Order - Carl Bowers & Sons Construction Co., Natures Way; Contract Unit No. TIF 9 2006-07; ADD: \$58,700.00 (Change Order No. 1)**

[Attachments](#)  
**Item Action:**  
None

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke explained the change order is for the Natures Way Housing project for removal of soil to bring it to grade. The funds will come from TIF 9.			

- B. Change Order - CD Smith Construction, Inc. Water Treatment Plant Modifications; Contract Unit No. M002-940266.02; ADD: \$33,056.00 (Change Order No. 5)**

[Attachments](#)  
**Item Action:**  
None

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	MU GM Young reported this change covers a few adjustments in items for the water treatment plant. The project is still under budget.			

- C. Payment - Carl Bowers & Sons Construction Co., Inc.; Province Terrace; Contract Unit No. TIF 9 2006-07; \$148,462.81 (Payment No. 2)**

[Attachments](#)  
**Item Action:**  
None

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke explained this change is in the amount of retainage for the work completed. State law was recently changed to prescribe less retainage on municipal contracts. The top soil is from the street right-of-way on Province Terrace.			

- D. Payment - Dorner, Inc.; Nature's Way; Contract Unit No. 2006-08; \$5,574.21 (Payment No. 4)**

[Attachments](#)  
**Item Action:**  
None

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No Questions or Discussion.			

- E. Payment - Vinton Construction Co.; River Street Relocation Roadway Construction; Contract Unit No. 2006-06; \$16,820.16 (Payment No. 6)**

[Attachments](#)  
**Item Action:**  
None

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke explained the percentage of the retainage should be 2.5%			

- F. Menasha Utilities - Recommendation to Award Water Plant Bids**

[Attachments](#)  
**Item Action:**  
None

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	MU GM Young explained the Utilities Commission is only recommending awarding the bid to McM Systems for \$87,000 to cover the control panels. He feels they can do			

better with a different vendor for the computer equipment & SCADA Software.

- G. Street Use Application - Memorial Day Parade; Monday, May 28, 2007; 8:00 AM to 10:30 AM; American Legion 33**

[Attachments](#)  
**Item Action:**  
None

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No Questions or Discussion.			

- H. Change Order - Vinton Construction Co.; River Street Relocation Roadway Construction; Contract Unit No. 2006-06; Add: \$9,295.00 (Change Order No. 3)**

[Attachments](#)  
**Item Action:**  
None

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke explained this change order was from the reconstruction of River Street. The road needed to be relocated west of Washington Street. The railroad would not allow the paving of the crossing by the tracks when the rest of the street was paved, so the grading and paving crew had to come back to finish the crossing work.			

**V. ADJOURNMENT**

- A. -**

**Item Action:**  
Approved

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	To adjourn at 7:56p.m.	Alderman Merkes	Alderman Eckstein	Passed
Motion carried on voice vote.				
Respectfully submitted by Deborah A. Galeazzi City Clerk				

**BRIDGE OPERATION AGREEMENT**  
**TAYCO STREET BRIDGE, (B-70-97)**  
**RACINE STREET BRIDGE, (B-70-01)**  
**WINNEBAGO COUNTY – WISCONSIN**  
**0070-01-52**  
**FISCAL 2008**

MEMORANDUM OF AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Wisconsin, Department of Transportation, party of the first part, hereinafter called the State, and the City of Menasha, Winnebago County, Wisconsin represented by the Mayor and City Clerk, party of the second part, hereinafter called the City.

WITNESSETH: That for and in consideration of payments covering the operating costs of the Tayco Street Bridge and the Racine Street Bridge to be made by the State to the City as permitted under the provisions of Section 84.10 Statutes, said City agrees as follows:

- (1) To operate the bridges during the period of July 1, 2007, thru June 30, 2008, in accordance with the pertinent laws, rules and regulations governing navigation, pedestrian and vehicular traffic.
- (2) To provide operating personnel as described in subparagraphs (2a) through (2g) and as may be otherwise affected herein, all in accordance with existing City policies, procedures and the provisions of applicable labor agreements.
  - (2a) To employ the services of up to six (6) operators, up to four (4) full time and up to two (2) part time during the navigation season. The State will notify the City each year of the start and ending days of the navigation season. The operators will be considered as seasonal employees eligible for unemployment compensation during the non-navigation period. The hours and dates of navigation will be defined by the Commander, Ninth Coast Guard District.
  - (2b) To employ the services of a substitute operator if needed, as determined by the City, who shall serve on both bridges during vacation periods, periods of illness, and for other periods as may be deemed appropriate, and to minimize the need for premium overtime pay.
  - (2c) To establish the monthly or hourly salaries and bonus payment, if any, to be paid to the operators subject to the review and approval of the State. A certified copy of the action by the governing body establishing such salaries and bonus payments, if any, shall be filed with the State at the time the agreement is returned for execution by the State. The City may alter the salaries and provide for or alter bonus payments during the life of this agreement in the event it is necessary to make adjustments on account of changing economic conditions. A certified copy of the action to alter salaries or to provide for or alter bonus payments shall be filed with the State and will be subject to the approval of the State.
  - (2d) To notify the State, as to the name, address and telephone number, if any, of each of the operators. The City Street Superintendent shall be in

charge of all operators and he shall receive and carry out such orders or instructions as received pertaining to the proper operation and care of the bridge. The State shall reimburse the City for that portion of time that the Street Superintendent spends checking the operators and the bridges.

- (2e) Except as stated below, no operator shall work more than eight (8) hours in any twenty-four (24) hours or 40 hours in any week. During periods of emergencies operators shall work not more than twelve (12) hours each in any twenty-four (24) hours. When an operator is to be absent from duty, the State shall be notified by the Street Superintendent and advised as to the probable extent of such absence. The Street Superintendent shall review each bridge operator's building weekly after the navigation season is closed to check for appropriate heat.
- (2f) To grant such vacation and sick leave with pay to each operator as may be due in accordance with applicable rules and regulations governing the matter of vacation and sick leave for other employees of the City covered by a labor agreement with Local 1035. A certified current copy of the action governing same shall be filed with the State at the time the agreement is returned for execution by the State. Vacations charged to the State shall be prorated according to the number of months served per year by the employees as bridge operator.
- (2g) To terminate the service of any operator when it can be shown that the operator is negligent in his/her duty or is otherwise conducting himself in a manner detrimental to the best interest of the State and/or the City as provided in the collective bargaining covering full time non-probationary bridge tenders.
- (3) To assume the cost of roadway lighting system and snow and ice removal and control.
- (4) To make such reports and records as may be required by the City and/or the State.
- (5) To furnish the necessary supplies subject to reimbursement by the State except for such items as may be furnished directly by the State.
- (6) To immediately notify the State in case of any emergency.
- (7) To submit a monthly signed statement, in duplicate, on official invoice or letterhead form for reimbursement of operation costs to the Transportation Region Office, State of Wisconsin, at Green Bay, Wisconsin. Statements are to be submitted no later than fifteenth (15) of the following month and are to include all the costs for the preceding calendar month, together with a copy of electric bills on utility company forms. Each bridge should be listed separately but may be submitted on one (1) sheet. Statements will include the cost of premiums on worker's compensation insurance, liability insurance, and contributions made by the City to its unemployment reserve account in the event that the City is operating under the provisions of Chapter 108, Wisconsin Statutes. Statements

may include contributions made to employee retirement or made to employee retirement under the provisions of Chapter 66, Wisconsin Statutes.

(8) The amount of this agreement is estimated at ~~\$186,300~~.

In connection with the performance of work under this contract the City agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, developmental disability as defined in Statute 51.01 (5), sexual orientation as defined in Statute 111.32 (13m) or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Except with respect to sexual orientation, the City further agrees to take affirmative action to ensure equal employment opportunities. The City agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

And the said State, in consideration of the faithful performance by the City of the conditions as outlined, agrees to reimburse the said City upon submission of invoice covering said operating costs. The State reserves the right, if necessary, to make inquiries to verify the items in the invoice.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City on the day and year above written and the State on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
Northeast Region Transportation Director

By \_\_\_\_\_  
DIV. of Infrastructure Development  
Director, Bureau Highway Operations

CITY OF MENASHA  
WINNEBAGO COUNTY  
WISCONSIN

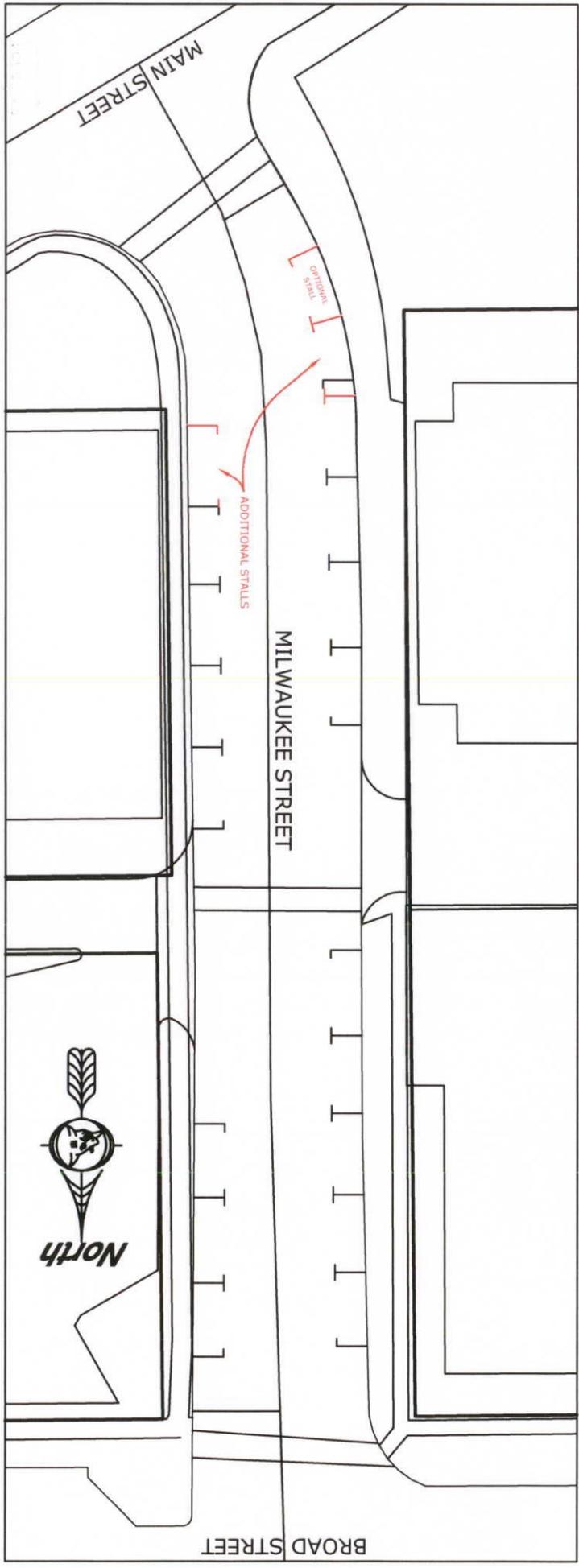
By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk

Approved as to form

Jeffrey S. Brandt 3-12-07  
Jeffrey S. Brandt, City Attorney





**From:** Joseph Nemecek [mailto:jnemecek@sbcglobal.net]  
**Sent:** Thursday, February 08, 2007 5:22 PM  
**To:** Mark Radtke  
**Subject:** Fw: Parking on Milwaukee st.

----- Forwarded Message -----

From: Joseph Nemecek <divineniner@yahoo.com>  
To: mradtke@ci.menasha.wi.ci  
Sent: Thursday, February 8, 2007 5:16:33 PM  
Subject: Fw: Parking on Milwaukee st.

----- Forwarded Message -----

From: Joseph Nemecek <jnemecek@sbcglobal.net>  
To: Mradtke@ci.menashawi.us  
Sent: Thursday, February 8, 2007 5:13:53 PM  
Subject: Parking on Milwaukee st.

Mark: We need to revisit the parking situation on Milwaukee st to add the four stalls we discussed previously. At this time all 16 stalls are full from early morning to late afternoon with some exceptions over the noon time.

The floral shop keeps telling me that their customers are calling saying they have no place to park to pick up orders or for funerals. Many of these people are older and cant walk to far.

In addition the broad street parking area is always full on this end with the exception of stalls down by club liquor. The McClone people continue to park all day in most of these stalls along Milwaukee st. I have called the police department many times and again today to ask for enforcement. They have not enforced this in some time according to Dennis at the police station.

Furthermore we need to look at the entire situation since you no longer are using the Germania lot it appears all of this traffic is moving down to Milwaukee st or in front of the Bank building. With the reopening of the Deli building this only adds to the conjestion Maybe we nneed to look at some angle parking on Milwaukee st as well Lets address these issues at the parking commision as soon as possible  
Thank you Joe Nemecek



## ***Memorandum***

DATE: March 15, 2007

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works

RE: Recommendation for 2007 Street Improvement Program: Kaukauna Street and High Street

During the 2007 Budget review, the Common Council inserted \$100,000 into the Streets budget for street improvement projects. Prior to that action, the only budgeted funds were allotted to WisDOT (STH 114/CTH LP) and Winnebago County (Midway Road) projects. There was no recommendation made at that time regarding which street(s) should be improved with the additional \$100,000.

In 2006, the City of Menasha received a 2006-2007 Local Roads Improvement Program (LRIP) Grant in the amount of \$18, 433.19 to be used for proposed street improvements to Kaukauna Street. If the City does not do this project, the grant monies are redirected to other projects within the LRIP program. Based on this information, it is my recommendation that the City complete the proposed street improvements to Kaukauna Street and High Street in 2007. Proposed improvements include pulverizing the existing asphalt pavement and base, construction of a new 4-inch thick asphalt pavement, and isolated removal and replacement of concrete sidewalk and curb and gutter sections. The total estimated cost of this work is \$95,000.

M:\word\BPW memo re 2007 Street Improv Program 3-15-07.doc