

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
Council Chambers, 3rd Floor- 140 Main St., Menasha
March 5, 2007

7:00 PM

AGENDA

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I. CALL TO ORDER

- A. Call to Order

II. PLEDGE OF ALLEGIANCE

- A. Pledge of Allegiance

III. ROLL CALL/EXCUSED ABSENCES

- A. Roll Call

IV. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

- A. Common Council, 2/19/07

[Attachments](#)

Minutes to receive:

- B. Administration Committee, 2/19/07

[Attachments](#)

- C. Board of Public Works, 2/19/07

[Attachments](#)

- D. Information Technology Steering Committee, 1/15/07

[Attachments](#)

- E. Library Board, 2/20/07

[Attachments](#)

- F. N-M Fire Rescue, Finance & Personnel Committee, 2/27/07

[Attachments](#)

- G. Parks & Recreation Board, 2/12/07

[Attachments](#)

- H. Personnel Committee, 2/19/07

[Attachments](#)

- I. Public Hearings, 2/19/07; Special Use Permits- 313 Appleton St. & 1700 Appleton Rd.

[Attachments](#)

- J. Redevelopment Authority, 2/28/07

[Attachments](#)

- K. Safety Committee, 12/19/07 [Attachments](#)
- L. Water & Light Commission, 2/12/07; Closed Session [Attachments](#)

Communications:

1. Calumet County Legislative Committee minutes, 2/9/07 [Attachments](#)
2. Mayor Laux, 2/26/07; Firework Request for Proposal information [Attachments](#)
3. CDD Keil, 3/1/07; WI Chapter of the American Planning Association Annual Conference [Attachments](#)
4. MHS Principal Larry Haase to PC Stanke, 2/19/07; Polar Plunge thank you [Attachments](#)
5. League of WI Municipalities; Legislative Bulletin-2/23/07, League Letter-2/2/07 [Attachments](#)
6. Pierce Manufacturing to FC VanderWyst, 2/23/07; Job well done [Attachments](#)
7. DPW Radtke, 2/28/07; Remote Operations for Tayco St. & Racien St. lift bridges [Attachments](#)
8. Menasha Utilities, 2/27/07; The Wire Newsletter [Attachments](#)
9. Menasha Utilities, Feb. 2007 Water Treatment Plant Modifications Construction Report [Attachments](#)

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

Five (5) minute time limit for each person

- A. -

VI. APPOINTMENTS

- A. Mayor's Appointment to the Landmarks Commission: [Attachments](#)
1. Mary Nebel, 713 First St., for the term of March 1, 2007 to March 1, 2010

VII. CLAIMS AGAINST THE CITY

- A. None

VIII. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

- A. None

IX. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

A. Plan Commission:

1. None

B. Administration Committee:

1. Recommendation from Utilities Commission, Steam Utility PILOT Payment between City of Menasha and Menasha Utilities [Attachments](#)
2. Consideration of Steam Plant Work-Out Plan (Ald. Pack) [Attachments](#)
- Preparedness Pandemic Influenza Contract Agreement between Division of [Attachments](#)

3. **Public Health of the Dept. of Health and Family Services and the Menasha Health Dept. for the term of Sept. 1, 2006 to August 31, 2007, and authorized signature**
4. **Installation of buoys in the Menasha Channel for 2007** [Attachments](#)
5. **Selection of Proposal and Award of Auditing Services Contract for fiscal years ending December 31, 2006, 2007, 2008** [Attachments](#)
6. **Recommendation from Redevelopment Authority, Development Agreement between Gilbert Mill, LLC and PJC Group, LLC and the City of Menasha** [Attachments](#)
7. **Accounts payable and payroll for the period of 2-22-07 to 3-1-07 for the amount of \$889, 660.73** [Attachments](#)
- C. Board of Public Works:**
1. **Change Order - Carl Bowers & Sons Construction Co., Province Terrace; Contract Unit No. TIF 9 2006-07; ADD: \$58,700.00 (Change Order No. 1)** [Attachments](#)
2. **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](#)
3. **Payment - Carl Bowers & Sons Construction Co., Inc.; Province Terrace; Contract Unit No. TIF 9 2006-07; \$136,937.75 (Payment No. 2)** [Attachments](#)
4. **Payment - Dorner, Inc.; Nature's Way; Contract Unit No. 2006-08; \$5,574.21 (Payment No. 4)** [Attachments](#)
5. **Payment - Vinton Construction Co.; River Street Relocation Roadway Construction; Contract Unit No. 2006-06; \$16,820.16 (Payment No. 6)** [Attachments](#)
6. **Menasha Utilities - Recommendation to Award Water Plant Bids** [Attachments](#)
7. **Street Use Application - Memorial Day Parade; Monday, May 28, 2007; 8:00 AM to 10:30 AM; American Legion 33** [Attachments](#)
8. **Change Order - Vinton Construction Co.; River Street Relocation Roadway Construction; Contract Unit No. 2006-06; Add: \$13,117.20 (Change Order No. 3)** [Attachments](#)
- D. Personnel Committee:**
1. **Consideration of Nationwide ProAccount as a feature of the City of Menasha 457 Deferred Compensation Plan.** [Attachments](#)
2. **Consideration of Nationwide FundGuard as a feature of the City of Menasha 457 Deferred Compensation Plan.** [Attachments](#)
- E. NEENAH-MENASHA FIRE RESCUE:**
1. **2/27/07, Recommends approval of the adoption of the Internal Fire code, 2006 edition** [Attachments](#)

X. ORDINANCES AND RESOLUTIONS

- A. **O-4-07 - An Ordinance Relating to Controlled Intersections (Southfield and Deerhaven)** [Attachments](#)
- B. **O-5-07 - An Ordinance Relating to Controlled Intersections (First and Appleton)** [Attachments](#)
- C. **O-6-07 - An Ordinance Relating to the Annexation of Certain Property to the City of Menasha, Wisconsin (Heckrodt Annexation)** [Attachments](#)
- D. **R-7-07 - A Resolution Authorizing the Appeal of a Tax Exemption Granted to SCA Tissue North American, LLC** [Attachments](#)

XI. COUNCIL DIRECTIVES

- A. CA/HRD Brandt - Gatehouse Property (Ald. Hendricks)**
- B. CA/HRD Brandt - Update on Heckrodt Annexation (Ald. Chase)**
- C. CDD Keil - Update on lighting at Stone Toad (Ald. Chase)**
- D. CDD Keil - Update on apartments on corner of Hwy 114 & Melissa St.(Ald. Eckstein)**
- E. CDD Keil - Update on 535 1st Street (Ald. Taylor)**
- F. CDD Keil - Update on 81 & 87 Racine St. (Ald. Taylor)**
- G. CDD Keil - Update on Grocery Store (Ald. Taylor)**
- H. CDD Keil - Information on sign on corner of Konemac St. & Plank Rd. (Ald. Taylor)**

XII. CITIZEN REPRIZE (People from the gallery to be heard; only pertaining to matters on the agenda - five (5) minute time limit for each person)

- A. -**

XIII. ADJOURNMENT

- A. Adjournment**

Meeting Notice - Monday, March 19, 2007 - Council Chambers

Common Council - 7:00 p.m.

Administration Committee - 6:00 p.m.

Board of Public Works - 6:30 p.m.

"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 967-5117 24 hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA
Common Council
Council Chambers, 3rd Floor- 140 Main St., Menasha
February 19, 2007

MINUTES DRAFT

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6:50 P.M - Special Use permit for property at 1700 Appleton Rd. (Shopko Plaza) for Alexander & Bishop, Ltd.to operate a fitness center.

6:55 P.M - Special Use Permit for the property at 313 Appleton Street (Appleton Street, LLC) to add parking and an outside storage area.

I. CALL TO ORDER

A. -

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order by Mayor Laux at 9:00 p.m.			

II. PLEDGE OF ALLEGIANCE

A. -

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Moment of Silence for Mabel Becker, longtime City resident and business owner, who recently passed away.			

III. ROLL CALL/EXCUSED ABSENCES

A. -

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PRESENT: Ald. Pack, Hendricks, Eckstein, Michalkiewicz, Chase, Merkes, Taylor, Wisneski.			
	ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil, PRD Tungate, Comp/Treasurer Stoffel, Clerk Galeazzi, and the Press.			
	DEPT. HEAD EXCUSED: PHD Nett			

IV. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. Common Council, 2/5/07

[Attachments](#)
Item Action:

Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Common Council Minutes, 2/5/07	Alderman Michalkiewicz	Alderman Wisneski	Passed
Motion carried on voice vote.				

Minutes to receive:

B. Minutes to Receive (1-6)

[Attachments](#)
Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Minutes to Receive, 1-6	Alderman Michalkiewicz	Alderman Wisneski	Passed
Motion carried on voice vote.				

Communications:

1. DPW Radtke, 2/2/07; Sump Pump Program Clear Water Cross Connection Separation

[Attachments](#)
Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Communication 1-6.	Alderman Michalkiewicz	Alderman Eckstein	Passed
Discussion: Ald. Wisneski - Comm. #4, thank Tom Franz, UW-Fox Valley for letter of apology.				
Motion carried on voice vote.				

2. League of WI Municipalities, 2/2/07, 2/9/07; Legislative Bulletin

[Attachments](#)
Item Action:
Approved

3. Public Works Facility, 2/6/07; Illegal Dumping Report for January 2007

[Attachments](#)
Item Action:
Approved

4. Tom Franz (UW Fox Valley), 2/14/07; Letter of Apology

[Attachments](#)
Item Action:
Approved

5. WI Dept. of Natural Resources, 1/30/07; Approval of application for Tree City USA

[Attachments](#)
Item Action:
Approved

6. Time Warner Cable Letter, 2/6/07; Notification of Programming Change

[Attachments](#)

Item Action:
Approved

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

Five (5) minute time limit for each person

A. -

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	A. Stan Sevenich, 645 9th Street. Resolutions R-5-07 and R-6-07, things need to be done for Utilities to succeed.			

VI. APPOINTMENTS

A. None

Item Action:
None

VII. CLAIMS AGAINST THE CITY

A. None

Item Action:
None

VIII. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

A. Plan Commission:

1. CDD Keil, 2/15/07; Memo regarding recommendations (INFORMATION ONLY)



[Attachments](#)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No Action Required.			

2. 2/6/07; Recommends approval of Easement Release - Natures Way



[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Easement Release-Natures Way.	Alderman Merkes	Alderman Eckstein	Passed
	Motion carried on voice vote.			

3. 2/13/07; Recommends approval of Special Use Permit for 313 Appleton Street as related to the proposed IFCO Systems crate manufacturing with the condition that dust suppression may be required for the driveway/outdoor storage area by the Community Development Director should conditions warrant.



[Attachments](#)

Item

Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve w/ Conditions	Special Use Permit for 313 Appleton Street as amended	Alderman Merkes	Alderman Eckstein	Passed
Motion carried on roll call 8-0.				
Move	To amend with condition that outside lighting and noise levels relating to the business shall be monitored by Community Development Department.	Alderman Taylor	Alderman Merkes	Failed
Motion fails on roll call 2-6. Ald. Taylor, Chase - yes. Ald. Merkes, Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz - no.				
Move	To amend with condition that Appleton Street terrace be seeded.	Alderman Merkes	Alderman Hendricks	Passed
Motion carried on roll call 8-0.				

4. **2/13/07; Recommends approval of the Special Use Permit for 1700 Appleton Road as related to the proposed Gold's Gym with the condition that a lighting plan and a color scheme for the EFIS on the building facade be submitted.**

[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve w/ Conditions	Special Use Permit for 1700 Appleton Road	Alderman Merkes	Alderman Hendricks	Passed
Motion carried on roll call 8-0.				

5. **2/13/07; Recommends approval of Certified Survey Map - Woodland Hills Drive**

[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Certified Survey Map - Woodland Hills Drive	Alderman Merkes	Alderman Hendricks	Passed
Motion carried on voice vote.				

B. Administration Committee:

1. **License: "Class B" Application of Christopher Donner, d/b/a The Vault, for the premises at 175 Main Street, for the 2006-2007 licensing year**

[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Class B Liquor License for Christopher Donner, d/b/a The Vault, 175 Main Street	Alderman Eckstein	Alderman Michalkiewicz	Passed
Motion carried on voice vote.				

2. **Recommendation from the Park and Recreation Board, 2007 Fees and Charges for Parks and Recreation Services**

[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	2007 Fees and Charges for Parks and Recreation Services.	Alderman Eckstein	Alderman Wisneski	Passed
Motion carried on roll call 8-0.				

3. **Recommendation from Park and Recreation Board, 2007 Parks and Recreation Reciprocity Agreements with City of Neenah, City of Appleton and Town of Menasha**

[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	2007 Parks and Recreation Reciprocity Agreements with City of Neenah, City of Appleton and Town of Menasha	Alderman Eckstein	Alderman Michalkiewicz	Passed
Motion carried on roll call 8-0.				

4. **Recommendation from Parks and Recreation Board, \$45 Fee Reduction for Jazzfest Event, Aug. 31, 2007-Sept. 2, 2007 at Jefferson Park (per Council approved policy).**

[Attachments](#)

Item Action:
Tabled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	To table \$45 Fee reduction for Jazzfest.	Alderman Wisneski	Alderman Eckstein	Passed
Motion carried on roll call 8-0.				

5. **Donation to 2007 Memorial Day Parade**

[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Donation to 2007 Memorial Day Parade	Alderman Eckstein	Alderman Michalkiewicz	Passed
	Motion carried on roll call 8-0.			

6. Consideration of Bid Documents for Fourth of July Fireworks

[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Bid Documents for Fourth of July Fireworks.	Alderman Taylor	Alderman Michalkiewicz	Passed
	Motion carried on roll call 7-1. Ald. Eckstein - no.			

7. Contract with Konicek Environmental Consulting LLC for 87 Racine Street, and authorized signatures

[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Contract with Konicek Environmental Consulting LLC for 87 Racine Street.	Alderman Eckstein	Alderman Michalkiewicz	Passed
	Motion carried on roll call 8-0.			

8. Accounts payable and payroll for the period of 2-8-07/2-15-07 for the amount of \$3,889,648.92

[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	To sever check #11434 to RW Management from rest of accounts payable and payroll.	Alderman Wisneski		
Approve	Remaining accounts payable and payroll.	Alderman Eckstein	Alderman Wisneski	Passed
	Motion carried on roll call 8-0.			
Approve	Check #11434 to RW Management.	Alderman Michalkiewicz	Alderman Eckstein	Passed
	Motion carried on roll call 6-2. Ald. Taylor, Pack, Hendricks, Eckstein, Michalkiewicz, Chase - yes. Ald. Merkes, Wisneski - no.			

C. Board of Public Works:

1. Request Authorization to Execute Intergovernmental Agreement for Educational Efforts about Recycling, Wisconsin DNR 2008 Recycling Efficiency Incentive Grants

[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Authorization to Execute Intergovernmental Agreement for Educational Efforts about Recycling, Wisconsin DNR 2008 Recycling Efficiency Incentive Grants	Alderman Taylor	Alderman Pack	Passed
Motion carried on roll call 7-1. Ald. Merkes - no.				

2. Request Authorization to Execute Amendment to Waverly Sanitary Sewer Discharge Agreement

[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Authorization to Execute Amendment to Waverly Sanitary Sewer Discharge Agreement.	Alderman Taylor	Alderman Pack	Passed
Motion carried on roll call 8-0.				

IX. ORDINANCES AND RESOLUTIONS

A. O-4-07 - An Ordinance Relating to Controlled Intersections (Southfield and Deerhaven)

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
No Action.				

B. O-5-07 - An Ordinance Relating to Controlled Intersections (First and Appleton)

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
No Action.				

C. R-5-07 - A Resolution Pertaining to Payment of the Interest for the Steam Utility

[Attachments](#)
Item Action:
Approved

Motions

Motion **Seconded Motion**

Type	Motion Text	Made By	By	Result
Move	To amend R-5-07 To Add - BE IT FURTHER RESOLVED that the following information shall be provided to the Menasha City Council by on or before the March 5th Council meeting: 1. Full accounting of Fund balances in the operational Account & Reserve Fund from the November 28, 2006 refinancing to date. 2. A full itemized accounting of all operational expenses (including salary and benefits) and revenue from November 28, 2006 refinancing to date. 3. Records pertaining to bonding principal and interest costs from the November 28, 2006 refinancing and projections for the 2007 fiscal year. 4. Status of repayment to the City of the approximately \$1 million advanced to the Steam Utility by City taxpayers. 5. How the reserve fund will be replenished. 6. Any other documents or records requested by the City Council	Alderman Merkes	Alderman Hendricks	Passed
Motion carried on roll call 8-0.				
Adopt	R-5-07 as amended	Alderman Michalkiewicz	Alderman Pack	Passed
Motion carried on roll call 8-0.				

D. R-6-07 - A Resolution Pertaining to Capital and Maintenance Projects at the Steam Plant

[Attachments](#)
Item Action:
 Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Adopt	R-6-07 with the correction the Menasha Utilities be added in the second BE IT RESOLVED THAT.	Alderman Michalkiewicz	Alderman Pack	Passed
Motion carried on roll call 8-0.				

X. HELD OVER BUSINESS

A. Request for Proposal for 4th of July Fireworks-Ald. Taylor (Held 2/5/07)

Item Action:
 Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Request for Proposal for 4th of July Fireworks and send to Spielbauer Fireworks Co., Five Star Fireworks, Bartolotta Fireworks, and Central States Fireworks.	Alderman Taylor	Alderman Merkes	Passed
Motion carried on roll call 5-3. Ald. Merkes, Taylor, Wisneski, Pack, Hendricks - yes. Ald. Eckstein, Michalkiewicz, Chase - no.				

XI. COUNCIL DIRECTIVES

CA/HRD Brandt - Update on PCI Litigation

Item Action:

A. None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CA/HRD Brandt reported nothing new to report; still waiting on a date for the arbitration.			

B. **CA/HRD Brandt - Status of SCA's request for tax exemption (Ald. Eckstein)** **Item Action:**
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CA/HRD Brandt reported Atty Horowitz has a meeting with the Dept of Revenue on the issues with the Cites of Green Bay and DePere. He will arrange to have the City of Menasha's Assessors at the meeting. The Alliance of Cities has drafted a bill to be introduced to the Legislature. Legislation can trigger a resolution providing the City's position.			

C. **CA/HRD Brandt - Update on Heckrodt Annexation (Ald. Chase)** **Item Action:**
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CA/HRD Brandt reported he is waiting on a report from the Dept. of Administration. He is expecting to receive it sometime after Feb. 20. The petition will be prepared and filed this week. He should have an ordinance ready for the next meeting.			

D. **CA/HRD Brandt - Status of Gatehouse Property (Ald. Hendricks)** **Item Action:**
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CA/HRD Brandt reported he is preparing the documents to remove the 25 feet of the Gatehouse property from the Condominium Association's property. He will need to get the documents approved by the Condominium Association.			

E. **Clerk Galeazzi & IT Supervisor James - Discuss Novus Agenda (Ald. Eckstein)** **Item Action:**
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Clerk Galeazzi reported the new Novus Agenda program is in the early stages. Staff is continuing to make changes with each Council packet to make it the most useful. It will be a learning process for both staff and council members.			

F. **Clerk Galeazzi - Council packet availability at Menasha Public Library (Ald. Hendricks)** **Item Action:**
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Clerk Galeazzi reported a complete paper Council packet is available at the Library for viewing by residents. The agendas and packets are also viewable on the City			

Website.

G. CDD Keil - Status of 535 1st St. (Ald. Taylor)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil reported he is waiting for the final documents from Winnebago County Corporate Counsel.			

H. CDD Keil - Update on Comprehensive Plan (Ald. Merkes)

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil reported a memo from AP Beckendorf was submitted to the Council updating the status of the comprehensive plan. The consultants, Foth & Van Dyke, estimate the plan to be ready for public review by mid-summer of this year.			

I. CDD Keil - Update on Gilbert Paper Mill (Ald. Taylor)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil reported a lot of work has gone into this project. Paperwork for grants have been submitted to Dept. of Commerce. Grant funds are available until June, 2007. Current owners had some work done on the existing buildings and asbestos was discovered. They have worked through that issue. They are working on a development agreement for a project.			

J. CDD Keil - Update on 81 & 87 Racine St. (Ald. Taylor)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil reported he has contacted the phone company regarding the telephone pole between the two properties. He has not heard back from them yet.			

K. CDD Keil - Status of grocery store (Ald. Taylor)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil reported the proposed operator has some concerns with the current market conditions, so he has decided to withdraw at this time. The developers have renewed their option with the owners of the building and working on getting another project for the site.			

L. CDD Keil - Lighting at Stone Toad (Ald. Chase)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil reported staff reviewed the original outside lighting plan that was submitted by the owners of the Stone Toad Bar-Grill. The building inspectors checked out the outside lighting and discovered the light level was more than twice what the original plan indicated. The owners have until March 1 to correct the lighting.			

M. CDD Keil - Status of theater project (Ald. Hendricks)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil reported a final inspection is expected to take place by the end of the month.			

N. CDD Keil - Update on Larsen Engineering Study (Ald. Wisneski)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil reported the plan was to engage a company to do soil borings for four different areas of the City. Soil boring was just completed at site of the new fire station. Should have completed by end of March.			

O. DPW Radtke - Status of hedge at 4th St. and Konemac St. (Ald. Hendricks)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke reported there is a vision control problem on corner of Konemac and Fourth streets with the hedges being too high. Notices have sent to the owners of the property and they have until Feb. 23 to correct the situation.			

P. LD Saecker - Status of sign at Menasha Public Library (Ald. Merkes)

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	LD Saecker reported the Library Board is working on finalizing the design of the sign. The Council's concerns have been told to the Library Board. The Board has decided to go with the digital message center and it will be located in front of the Library on Racine Street. It is estimated the cost to be in the range of \$25,000.00. Some fundraising will need to be done.			

Q. PRD Tungate- Update on Army Reserve Building at Jefferson Park (Ald. Merkes)

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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PRD Tungate reported he has spoken with representatives from the Dept. of Army and Congressman Petri's office. He has been given verbal reports that the Army will be vacating the Reserve Building in 2008. However, he would like this in writing. He also needs to find out who will be the contact person from the Dept. of the Army.

NEXT AGENDA - Ald. Hendricks: 1) Sister City Flag; 2) Status of Gatehouse property. Ald. Taylor: 1) Status of 535 1st Street; 2) Status of 81 and 87 Racine Street; 3) Status of Grocery Store; 4) Portable sign on corner of Konemac and Plank Road. Ald. Chase: 1) Heckrodt Wetland Reserve Annexation; 2) Outside lighting at Stone Toad. Ald. Eckstein: Condition of apartment complex on corner of 7th and Melissa Street.

XII. CITIZEN REPRIZE (People from the gallery to be heard; only pertaining to matters on the agenda - five (5) minute time limit for each person)

A. None

Item Action:
None

XIII. ADJOURNMENT

A. Adjournment

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	To adjourn at 10:28p.m.	Alderman Taylor	Alderman Pack	Passed
	Motion carried on voice vote.			

Respectfully submitted by Deborah A. Galeazzi, City Clerk

CITY OF MENASHA
Administration Committee
Council Chambers, 3rd Floor, 140 Main Street, Menasha
February 19, 2007

MINUTES DRAFT

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I. CALL TO ORDER

A. Call to Order

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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	Meeting called to order by Chairman Eckstein at 6:12 p.m.			
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II. ROLL CALL/EXCUSED ABSENCES

A. Roll Call

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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	PRESENT: Ald. Pack, Hendricks, Eckstein, Michalkiewicz, Chase, Merkes, Taylor, Wisneski.			
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	ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil, Comp/Treasurer Stoffel, PRD Tungate, MUGM Young, Dick Sturm, Clerk Galeazzi, and the Press.			
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III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. February 5, 2007

[Attachments](#)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Approve	February 5, 2007 Minutes	Alderman Michalkiewicz	Alderman Hendricks	Passed
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	Motion carried on voice vote.			
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IV. DISCUSSION

A. Update on Steam Utility Project and Water Treatment Plant Project (Discussion Only)

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	GM Young reported on the Steam Plant: The month of February has been good with respect to the operations of the plant. Steam sales have been good with the cold weather. Staff is down 3.5 positions, so they are working some overtime. The Utilities Commission has been meeting to discuss some issues of concern. The BTU's and excess moisture of the coal are some of the concerns. Current cash-flow is also a concern. Mr. Young explained the five month delay in the startup of the back pressure turbine caused lost in revenues for those months. The purchase agreement with WPPI has been revised to help with cash-flow problems. Also, the Council will be asked to act on two resolutions recommended by the Utilities Commission that should help with the cash-flow. Mr. Young will supply the Council with monthly financial statements and will keep the Council apprized of the coal situation and the negotiation of the contracts.			
	Mr. Young also reported the vendor is working on resolving the noise issue.			
	Steam Plant Manager Dick Sturm explained the coal problem with the BTUs and moisture. It is more expensive to produce steam with these problems.			
	Water Treatment Plant: Making good progress on the project. They have received bids on the last part of the project. Things are on schedule. Crews continue to do interior work.			

- B. License: "Class B" Application of Christopher Donner, d/b/a The Vault, for the premises at 175 Main Street, for the 2006-2007 licensing year.**

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CA/HRD Brandt explained this is a Reserve Class B Liquor License. The Council approved a Reserve Class B license for this premise to a different applicant in June, 2006. The previous license holder has surrendering his license.			

- C. Recommendation from Parks and Recreation Board, 2007 Fees and Charges for Parks and Recreation Services.**

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No Questions or Comments			

- D. Recommendation from Parks and Recreation Board, 2007 Parks and Recreation Reciprocity Agreements with City of Neenah, City of Appleton and Town of Menasha, and authorized signatures.**

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PRD Tungate explained the reciprocity agreements are the same as previous years.			

- E. Recommendation from Parks and Recreation Board, \$45 Fee Reduction for Jazzfest, Aug. 31, 2007 - Sept 2, 2007 at Jefferson Park (per Council approved policy).**

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PRD Tungate explained the reduction would be either with the equipment rental fee or facility rental fee.			
	CA/HRD Brandt mentioned the Council may want to delay action on this item because proof of insurance for the event has not been submitted.			

F. Donation to 2007 Memorial Day Parade.

[Attachments](#)
Item Action:
None

Motions

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

G. Consideration of Bid Document for 4th of July Fireworks.

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CA/HRD Brandt explained this is the RFP that will be sent out to vendors. Any recommended changes should be forwarded to him.			

H. Contract with Konicek Environmental Consulting LLC for 87 Racine Street, and authorized signatures.

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil explained Konicek Environmental Consulting contract is for remediation of the land at 87 Racine Street. The funds for this project will come from a PECFA grant handled by the Dept. of Commerce. The timing of the funding is 90-120 days. CA/HRD Brandt clarified some of the wording of the contract.			

I. O-4-07 - An Ordinance Relating to Controlled Intersections (Southfield and Deerhaven)

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Discussion ensued on the intersection not warranting a stop sign in accordance with engineering study. It was requested by the residents.			

J. O-5-07 - An Ordinance Relating to Controlled Intersections (First and Appleton).

[Attachments](#)
Item Action:
None

Motions

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

K. R-5-07 - A Resolution Pertaining to Payment of the Interest for the Steam Utility.

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Ald. Merkes asked to make an amendment to the resolution to include the wording: BE IT FURTHER RESOLVED that the following information shall be provided to the Menasha City Council by on or before the March 5th Council meeting: 1. Full accounting of Fund balances in the operational Account & Reserve Fund from the November 28, 2006 refinancing to date. 2. A full itemized accounting of all operational expenses (including salary and benefits) and revenue from November 28, 2006 refinancing to date. 3. Records pertaining to bonding principal and interest costs from the November 28, 2006 refinancing and projections for the 2007 fiscal year. 4. Status of repayment to the City of the approximately \$1 million advanced to the Steam Utility by City taxpayers. 5. How the reserve fund will be replenished. 6. Any other documents or records requested by the City Council			

L. R-6-07 - A Resolution Pertaining to Capital and Maintenance Projects at the Steam Plant.

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	It was agreed to insert the words Menasha Utilities to the seconded BE IT FURTHER RESOLVED.			

M. Accounts payable and payroll for 2-8-07 to 2-15-07 in the amount of \$3,889,648.92

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Ck. #11292-Beck Electric-\$171.19 - 12 gauge electric wire.			
	Ck. #11363-Schuler & Assoc.-\$1,212.50 – work done at Southfield West.			
	Ck #11427-North American Salt Co. -\$4,545.67 – partial supply of coarse salt.			
	Ck. #11301-DWD-UI-\$9,045.34 – payment to Dept. of Work Development for unemployment insurance.			
	Ck. #11328-\$Martenson & Eisele-\$5,687.00 – PUD for Phase 3 of Lake Park Villas.			
	Ck. #11342-Miron Construction-\$2,492.60 – engineering services for new fire station.			
	Ck. #11364-Speedy Clean-\$1,665.00 – cutting of tree roots on Broad St. for sanitary sewer line.			

V. ADJOURNMENT

A. Adjournment

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	To adjourn at 8:55p.m	Alderman Michalkiewicz	Alderman Wisneski	Passed
Motion carried in voice vote.				
Respectfully submitted by Deborah A. Galeazzi, City Clerk				

CITY OF MENASHA
Board of Public Works Meeting
Third Floor Council Chambers, 140 Main St., Menasha
February 19, 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 Chairman Taylor at 8:55 p.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. Pack, Hendricks, Eckstein, Michalkiewicz, Chase, Merkes, Taylor, Wisneski.			
--	--	--	--	--

	ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil, PRD Tungate, Comp/Treasurer Stoffel, Clerk Galeazzi and the Press.			
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III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

A. -

[Attachments](#)
Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Approve	Minutes of February 5, 2007	Alderman Eckstein	Alderman Pack	Passed
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	Motion carried on voice vote.			
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IV. DISCUSSION

A. **Request Authorization to Execute Intergovernmental Agreement for Educational Efforts about Recycling, Wisconsin DNR 2008 Recycling Efficiency Incentive Grants**

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke explained funding for Winnebago County's public education program comes from the tipping fees paid by each municipality for their recycling. These grant funds are intended for programs of cooperation among governmental units.			

B. Request Authorization to Execute Amendment to Waverly Sanitary Sewer Discharge Agreement

[Attachments](#)
Item Action:
None

Motions

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

V. ADJOURNMENT

A. -

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	To adjourn at 9:00 p.m.	Alderman Pack	Alderman Wisneski	Passed
Motion carried on voice vote.				
Respectfully submitted by Deborah A. Galeazzi, City Clerk.				

CITY OF MENASHA
IT Steering Committee
Gegan Room, Menasha Public Library
 January 17, 2007

MINUTES

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I. CALL TO ORDER

A. -

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order at 8:15 AM by VICE-CHAIRMAN Wisneski.			
	Present: VICE-CHAIRMAN Wisneski, CA/PD Brant, COMP Stoffel, DPW Radtke, IT Mgr Lacey and PL Bouchard			
	Absent: AP Beckendorf			
	Also Present: ITSupv James			

II. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. Approval of Minutes of December 13, 2006 meeting

 [Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve w/ Conditions	To approve minutes of 12/13/2006 meeting with a word correction	CA/HRD Brandt	ITMgr Lacey	Passed

III. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

A. Committee monthly update on status of projects/operations/costs

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	ITMgr Lacey reviewed the activities of the preceeding month, NOVUS AGENDA implementation, new telephone system planning. ITSupv James explained the year end graph of activities. It was the consensus of the Committee that the graph should reflect a year of activity and that in January of the new year all departments/cost centers should go back to zero. There was further discussion on what is charged to the various categories.			
	The Committee members engaged in discussion on the new NOVUS AGENDA software; how it will search for topics in the future, how communications should be shown on the Common Council agenda and on how the agenda is created.			

IV. ACTION ITEMS

A. Committee discussion on placing City application forms on the City website

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	VICE-CHAIRMAN Wisneski requested that all Departments look into placing forms used by citizens on the City website for easier access. Some forms are currently available, some are in the process of being placed on the website and others need to be considered for placement on the website. The IT Department can help in getting this accomplished. VICE-CHAIRMAN Wisneski requested this topic be placed on the next Department Head agenda for discussion and then report back to the IT Committee on what was discussed and how it was received.			

B. Committee discussion & recommendation on proposal from Time Warner for Network Security monitoring and Council Chamber wireless access

 [Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	ITMgr Lacey explained to the Committee his request. There has been an increase in the number of "attacks" on the City's network. This service from TIME-WARNER would provide network security. It would not filter out "spam" but would be an inexpensive solution to network intrusion. The agreement would be for two years but was not included in the 2007 budget. This would be a proactive approach to blocking out access. The City would start at the low level and decide if it needed to move to a higher level of security. ITMgr Lacey stated that there are two other companies he is aware of that provide this service but they are more expensive and would be intrusive to how our network is currently configured. It was the consensus of the Committee to continue to investigate this service.			

C. Committee discussion & recommendation on extension of Schenck Consulting agreement with Larry Schmitz

 [Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Extension of Schenck Consulting agreement with Larry Schmitz.	CA/HRD Brandt	DPW Radtke	Passed
	ITMgr Lacey explained how this extension of the service agreement differs from previous agreement extensions. Mr. Schmitz will not be attending IT Committee meetings monthly. Instead he will meet with ITMgr Lacey and discuss the progress of the IT Department and attend meetings only when requested. CA/PD Brandt thought it would be good for Mr. Schmitz to attend a meeting quarterly to keep the Committee updated on his views and opinions.			

D. Committee discussion on next Committee meeting Date - February 21, third Wednesday

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	By Committee consensus, the next IT Committee meeting is set for February 21, 2007 at 8:15 AM in the Gegan Room of the Menasha Public Library.			

V. ADJOURNMENT**A. -**

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	To adjourn. Meeting adjourned.	DPW Radtke	ITMgr Lacey	Passed

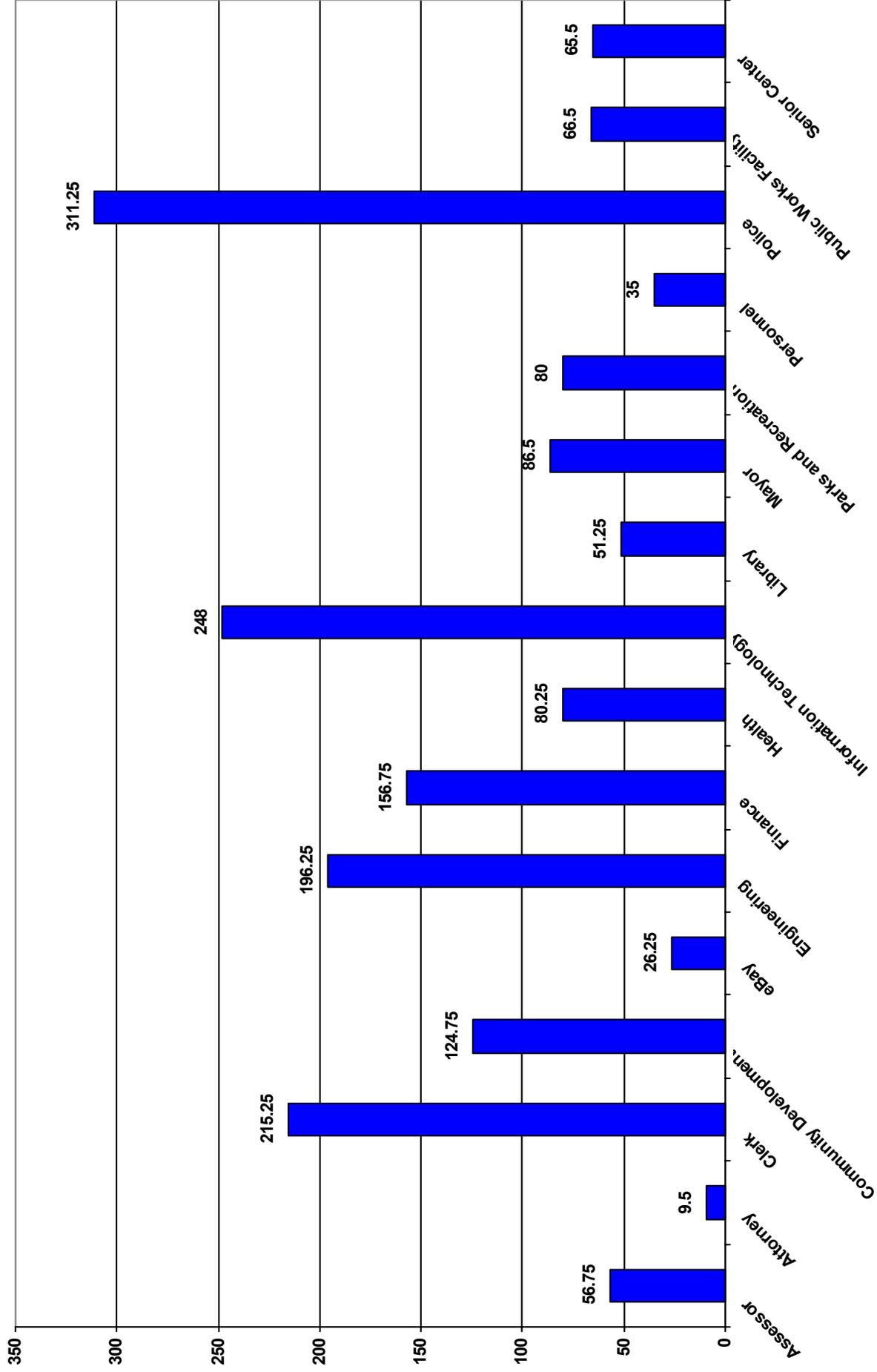
	Budget \$	YTD \$	% used YTD
Total Budget	\$351,984.00	\$294,364.00	84.4%

January 2006 through December 2006

**I.T. Department
Projects
December 13, 2006 through January 16, 2007**

- Novus Agenda implementation, documentation, and staff training.
- Planning for hosting City Website internally.
- Continue monitoring virus activity and block SPAM e-mail.
- Monitor and administrate City Network.
- Monitor and administrate City phone system.
- Project planning for 2007.
- Planning of Sneakernet project for 1st Quarter.
- Explore with Time Warner the possibility of Wireless Internet access on City Hall meeting rooms and Council Chambers.
- Explore the Copier usage and replacement costs for the Menasha Library.
- Review new Cemetery Software.
- Work with Assessor Consultants on Assessor database.
- Coordinate network connectivity in Police Breathalyzer room and integrated DVR microphones for Cell Block.
- Govern building permit preparation.
- Planning for Phone System Upgrade for February.
- Purchase, configure and deploy Crime Prevention Coordinator laptop.
- Purchase and deploy 17" LCD display for Health Services Director.
- Purchase, configure and deploy Finance printer.
- Explore Network Security Management services from Time Warner Cable.

Year to Date Hours by Department



The hours represented on the graph do not include administration time or time spent on the Network as a whole, encompassing all departments. All hours not accounted for on the graphs will be categorized as Global time. Global time can fluctuate depending on the projects being accomplished and emergencies that arise.

DRAFT
MINUTES OF REGULAR MEETING
ELISHA D. SMITH PUBLIC LIBRARY TRUSTEES
February 20, 2007

Call to order and roll call at 4:00 p.m. by Pres. O'Brien

Present: Butler, Englebert, Foth, Fuchs, O'Brien, Stanke

Absent: Eckstein, LaFaive

Also present: Dir. Saecker, M. Loch-Wouters (Head of Children's Services), B. LaFontaine (Acting Head of Adult Services), K. Seefeldt (Administrative Assistant)

Authorization of Bills

1. Motion to authorize payment of December list of bills from the 2006 budget by Foth, seconded by Fuchs, and carried unanimously.
2. Motion to authorize payment of February list of bills from the 2007 budget by Foth, seconded by Fuchs, and carried unanimously.

Consent Business

3. Approve minutes from the Library Board meeting of January 16, 2007.

Motion

Motion to approve minutes from the Library Board meeting of January 16, 2007 by Englebert, seconded by Butler, and carried unanimously.

Director's Report/Information Items

4. Statistics. January lending of 39,156 was up 3.9% from last year. The most significant increases were in music CDs, DVDs, and books on CD.
5. Gift. Ruby & Jim VanKeuren donated \$500 in memory of their son, Dr. David VanKeuren. Their gift has been designated for large print fiction.
6. Endowment End of 2006 Report. Our year-end Endowment report shows total assets of \$206,138.36. This includes Community Foundation and CD investments, as well as the balance of funds in our First National Bank checking account.
7. The Library Year. Our annual library calendar has been updated to include events, programs and duties regularly scheduled for 2007.
8. Library Legislation Day. Dir. Saecker attended Library Legislation Day in Madison. She met with Mike Ellis and Dean Kaufert to discuss items of interest. Board members were encouraged to attend next year.
9. Janitorial Staff Change. For the past month, George Roemer has been a part-time custodian in the library. He has decided to retire. Former library employee Charlie Pfister has been hired to replace him. Charlie will be a City employee rather than a library employee. His position has been unionized. O'Brien asked if the library's building maintenance procedure manual was routinely being utilized by Adam Alex, Building Services supervisor. Dir. Saecker assured her that it was.
10. Reference Staff Change. Chuck Morris resigned as Head of Adult and Acquisition Services. We will hire a new Head of Adult Services. Dir. Saecker will supervise the Technical Services department for the time being. Dir. Saecker has identified a need for

additional staffing hours in Technical Services. Schedule adjustments will be made in other departments to allow for that increase.

11. Act 150 and Act 420. Act 420 is new legislation that takes effect in 2008. It will allow municipal libraries to charge adjacent counties for lending service to their rural residents. Because Menasha is partially in Calumet County, we already receive funding from the county via Act 150, which has been in existence for several years. Dir. Saecker will be reviewing the terms of that agreement with Winnefox and Manitowoc-Calumet Library Systems.
12. Library 2.0 Presentation. Dir. Saecker presented a workshop for Winnefox Library System on Library 2.0, which is a movement in libraries tying technology into library service and focuses on excellence in customer service.

Discussion/Action Items

13. Annual Report – Statement Concerning Library System Effectiveness. Dir. Saecker recommended that the Board of Trustees vote affirmatively on the effective leadership provided to our library by Winnefox Library System. This statement will be included in our annual report to the state upon its completion.

Motion

Motion to affirm that WLS did provide effective leadership and adequately met the needs of the Menasha Public Library in 2006 by Foth, seconded by Stanke, and carried unanimously.

14. Long-Range Planning Committee. We will need to create an Ad Hoc Committee to address the long-range plans of the library. Dir. Saecker recommended that the committee include two Library Board members, one staff member, and three to five members of the community. The planning process will take approximately 6 months. Foth recommended that Jim Englebert be asked to serve on the committee. Board members were encouraged to submit additional names to Dir. Saecker.

Motion

Motion to form an Ad Hoc Committee for long-range planning by Foth, seconded by Englebert, and carried unanimously.

15. Signage. Orde Sign has not submitted a firm price quotation. This item was tabled until the March meeting.

Motion

Motion to table item 15 (Signage) until the Building & Ground Committee receives a price quotation from Orde Sign by Foth, seconded by Butler, and carried unanimously.

16. Job Description for Adult Services Department Head. Dir. Saecker presented an updated job description for the position of Head of Adult Services for the Board's review.

Motion

Motion to approve the job description for the position of Head of Adult Services as presented by Foth, seconded by Fuchs, and carried unanimously.

Future Meeting Topics

1. Coffee service within the library.
2. Review pertinent information relative to servicing Town of Menasha residents.

Adjournment

Motion to adjourn the meeting at 4:29 p.m. by Englebert, seconded by Butler, and carried unanimously.

Future meeting dates

The next regular Board meeting will be held in the Gegan Room on March 20 at 4:00 p.m.

Respectfully submitted,
Charlotte Foth, Secretary
Kris Seefeldt, Recording Secretary

Neenah-Menasha Fire Rescue
Finance & Personnel Committee Meeting
Tuesday, February 27, 2007
3rd Floor Council Chambers – City of Menasha

Alderman Ahles called the meeting to order at 5:30 p.m.

Present: Ald. Sue Wisneski, Steve Pack, Mark Lange, John Ahles, and Tom Michalkiewicz.

Also Present: Chief Len Vander Wyst, Director Tom Stoffel and Administrative Assistant Tara Theisen.

Excused: Todd Stevenson

Approval of Minutes: **MSC Pack/Michalkiewicz to approve the minutes from the meeting on January 23, 2007, all voting aye.**

Vice-Chair Wisneski entered the meeting and continued chairing the meeting.

Year End and Month End Budget Reports: The Committee reviewed the 2006 year end budget report. Chief Vander Wyst said as he previously stated we were over in our overtime budget but the bottom line showed \$111,282 that was not spent.

The Committee reviewed the January 2007 month end budget report. Ald. Wisneski asked about the clothing allowance. It was explained that union personnel received their clothing allowance checks at the end of January. Ald. Michalkiewicz asked why there was a credit in safety supplies. Chief Vander Wyst said he would check into this and report this out at the next meeting. **MSC Pack/Michalkiewicz to approve the 2006 year end budget report and January 2007 month end budget report, all voting aye.**

Monthly Activity Report: January's monthly activity report was reviewed by the Committee. **MSC Michalkiewicz/Pack to accept January's monthly activity report, all voting aye.**

Fire Commission Minutes: The Committee reviewed the Fire Commission minutes. This is informational only for the Joint Finance & Personnel Committee. **MSC Ahles/Michalkiewicz to place the Fire Commission Meeting minutes on file, all voting aye.**

Automatic Aid Discussions: Chief Vander Wyst said there is nothing new to report on these discussions. He is waiting to hear back from Chief Cameron.

Autopulse Clinical Trial Program: Chief Vander Wyst explained that both City Attorneys reviewed the contract. He recently had a meeting with the Town of Grand Chute and the City of Appleton. Everyone reviewed the contract again and there were

some concerns that were brought up regarding the contract. They have asked to see the quality control records from Gold Cross for the machines that they are using. They have also asked the company to confirm what the cost will be to each municipality for the equipment they use after the study is completed. These requests were sent to the Zoll representative and they are waiting to hear back. At this time, they will not move forward with signing the contract until these issues are clarified.

Adoption of Fire Code, 2006 Edition: The Committee reviewed the memos from AC Auxier regarding his recommendation that both Cities to adopt the International Fire Code, 2006 edition. We are currently using the 2000 edition. **MSC Pack/Lange recommend that the City of Menasha and the City of Neenah Common Council's adopt the International Fire code, 2006 edition, all voting aye.**

Appointment of Elizabeth Nevitt to the Fire Commission: Chief Vander Wyst said Elizabeth Nevitt has been appointed to fill Commission Weber's vacancy on the Fire Commission. Her appointment will run until May 1, 2007.

MSC Pack/Michalkiwicz to adjourn at 5:55 p.m., all voting aye.

Respectfully Submitted,

Len Vander Wyst
Chief

LV/tt

CITY OF MENASHA
Parks and Recreation Board
Council Chambers, 3rd Floor City Hall - 140 Main Street, Menasha
 February 12, 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
	Meeting was called to order by Chr. D. Sturm at 6:05 p.m.			

II. ROLL CALL/EXCUSED ABSENCES**A. -**

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PRESENT: Chr. Dick Sturm, Mary Francis, Ron Suttner, George Korth, Tom Konetzke, Nancy Barker.			
	ABSENT: Ald. Sue Wisneski (excused), PS Huss (excused)			
	OTHERS PRESENT: PRD Tungate, Ald. Don Merkes, Steve Heiner-Jazz Fest			

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE**Minutes to approve:****A. Minutes of the January 8, 2007 Meeting**


 Attachments
Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve the minutes of the January 8, 2007 meeting.	George Korth	Mary Francis	Passed

Minutes to receive:**B. Revised Minutes of the December 11, 2006 Meeting**


 Attachments
Item Action:
None

DRAFT**Communications:**

1. **CDD Keil Memo Regarding Residential Development Issues Near Lake Park Villas**
2. **E-mail from the Menasha Dock Association**

[Attachments](#)**Item Action:**
None[Attachments](#)**Item Action:**
None**IV. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY****Five (5) minute time limit for each person****A. -****Item Action:**
None**Motions****Motion
Type****Motion Text Made By Seconded By Motion Result**

G. Korth would like more detailed information on vandalism.

N. Barker is looking for a copy of the Menasha tree book compiled by an intern several years ago.

Board Members would like a copy of the lease for the Army Reserve building.

G. Korth would like a report on a schedule for fence repair near the parking area at Municipal Beach.

V. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS**A. 2007-2011 Open Space and Recreation Facilities Plan****Item Action:**
None**Motions****Motion
Type****Motion Text Made By Seconded By Motion Result**

PRD Tungate hopes to have a rough draft of the 2007-2011 Open Space and Recreation Facilities Plan for the Board to start reviewing in March.

B. Park Impact Fee Ordinance Revision**Item Action:**
None**Motions****Motion
Type****Motion Text Made By Seconded By Motion Result**

Park Impact Fee ordinance will eventually need to be revised per a recent change in state law. PRD Tungate is working on this simultaneously with the Open Space Plan and plans to work through Ald. Wisneski when the time comes.

C. Pool Study -- Schedule for Completion**Item Action:**
None**Motions****Motion
Type****Motion Text Made By Seconded By Motion Result**

Staff will be meeting with Bill Rollins on March 7 and have Mr. Rollins give a short

DRAFT

presentation to the Common Council on March 19.

VI. DISCUSSION**A. Town of Menasha Dog Park -- N. Barker****Item Action:**
Tabled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Town of Neenah Dog Park discussion was held over until next month.

B. Frozen Flamingo Open and Snow Sculpting Update**Item Action:**
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Frozen Flamingo Open and Snow Sculpting contest held on February 10 went well. Suggestions to improve the event for next year are being gathered.

C. Medal of Honor Memorial Project Update**Item Action:**
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

Menasha VFW is working closely with Miron Construction and M & E on Medal of Honor Memorial plans. The Board will see plans next month.

D. New Park Project Update**Item Action:**
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

PRD Tungate and CDD Keil have contacted Alan Ament who has agreed to set up a meeting with Jim Bodway to discuss parkland acquisition plans.

E. Park Project Update**Item Action:**
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Highlights include finishing the Marina decking/float project sooner than expected.

VII. ACTION ITEMS**A. Request to Approve Jazzfest Event Scheduled for September 1-2, 2007 in Jefferson Park and Consider a Fee Reduction per Approved Policy**[Attachments](#)**Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

Motion to approve the Jazzfest event for

DRAFT

Approve September 1-2, 2007 and recommend a \$45.00 discount per approved policy. George Korth Nancy Barker Passed
 Motion carried 6-0.

B. Recommend 2007 Reciprocity Agreements with City of Neenah, City of Appleton and Town of Menasha

 Attachments
Item Action:
 Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve recommending reciprocity agreements with the City of Neenah, City of Appleton and the Town of Menasha for 2007. Motion carried 6-0.	George Korth	Nancy Barker	Passed

C. Recommend 2007 Fees and Charges for Parks and Recreation Services

 Attachments
Item Action:
 Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend 2007 Fees and Charges for Parks and Recreation Services. It was asked that staff track the amount of trash generated by the Menasha Dock Association for 2007 and that Park User Fees for larger groups should get a closer look in 2008. Motion carried 6-0.	George Korth	Nancy Barker	Passed

VIII. HELD OVER BUSINESS

A. -

Item Action:
 None

IX. ADJOURNMENT

A. -

Item Action:
 None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to adjourn at 7:48 p.m. Motion carried 6-0.	George Korth	Tom Konetzke	Passed

CITY OF MENASHA
Personnel Committee
Council Chambers, 3rd Floor- 140 Main St., Menasha
February 19, 2007

MINUTES DRAFT

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

I. CALL TO ORDER

A. -

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order by Chairman Michalkiewicz at 5:30p.m.			

II. ROLL CALL/EXCUSED ABSENCES

A. -

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PRESENT: Ald. Pack, Hendricks, Eckstein, Michalkiewicz, Chase, Merkes, Taylor, Wisneski and Mayor Laux.			
	ALSO PRESENT: CA/HRD Brandt, PC Stanke, DPW Radtke, Comp/Treasurer Stoffel, PWS Jacobson, Clerk Galeazzi and the Press.			

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. Personnel Committee, 1/15/07

[Attachments](#)
Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Personnel Committee Minutes of 1/15/07	Alderman Eckstein	Alderman Wisneski	Passed
	Motion carried on voice vote.			

IV. DISCUSSION

A. Discussion regarding the necessity of Public Works Department and Police Department Hiring (requested by Alderman Pack)

Item Action:
Approved

Motions

Motion

Motion

Type	Motion Text	Made By	Seconded By	Result
	Ald. Pack explained his request to discuss the hiring in the Public Works Dept and Police Dept. was to make sure the City was financially stable to continue with the hiring process. Steam Utility Plant issues have come up that may need attention. He has asked for Council and staff input on this issue.			
	Discussion ensued on Steam Utilities Plant issues that need attention. However, hiring in Public Works Dept. has been on hold for 18 months. It's important to keep providing good services to taxpayers. Hiring for vacant positions have been budgeted for in 2007.			
	DPW Radtke explained not hiring at this time will hold City back from completing some important street and sewer projects. They have been limited on projects they can do because of staffing.			
	PWS Jacobson explained this will be the third time hiring for these vacancies will be put on hold. These positions have been budgeted for and taxpayers deserve good service. The PW staff has been working extra hours to keep up on providing good service.			
	PC Stanke explained the need for hiring in his department is not as urgent as in Public Works Dept. Hiring process in the Police Dept can take 4-6 months to complete.			
Move	To continue the hiring process of the vacant positions	Alderman Merkes	Alderman Hendricks	Passed
	Motion carried on roll call 9-0.			

V. ADJOURNMENT

A. -

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	To adjourn at 6:10 p.m.	Alderman Hendricks	Alderman Wisneski	Passed
	Motion carried on voice vote.			
Respectfully submitted by Deborah A. Galeazzi, City Clerk				

CITY OF MENASHA
PUBLIC HEARING
Council Chambers, 3rd Floor
140 Main Street, Menasha
February 19, 2007

MINUTES

- I. Public Hearing called to order Mayor Laux at 6:55 p.m.
Present: Ald. Pack, Hendricks, Eckstein, Michalkiewicz, Chase, Merkes, Taylor, Wisneski,
Also Present: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil,
PRD Tungate, Comp/Treasurer Stoffel, Clerk Galeazzi, and the Press.

Special Use Permit, 313 Appleton Street, Appleton Street LLC.

People Speaking:

1. Sue Wisneski, 1232 DePere Street. Received e-mail from employees of Menasha Employees Credit Union with concerns with truck traffic. They are not opposed to the Special Use Permit, just concern with members having access to the Credit Union.
2. James Taylor, 340 Broad Street. Representing residents in the area of the business that have concerns with the outside lighting and noise issues.

People Signing: No One

- II. Mayor Laux called the hearing to a close at 6:59 p.m.

Deborah A. Galeazzi
City Clerk

CITY OF MENASHA
PUBLIC HEARING
Council Chambers, 3rd Floor
140 Main Street, Menasha
February 19, 2007

MINUTES

- I. Public Hearing called to order Mayor Laux at 6:50 p.m.
Present: Ald. Pack, Hendricks, Eckstein, Michalkiewicz, Chase, Merkes, Taylor, Wisneski,
Also Present: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil,
PRD Tungate, Comp/Treasurer Stoffel, Clerk Galeazzi, and the Press.

Special Use Permit, 1700 Appleton Road (Shopko Plaza), Alexander & Bishop, Ltd.

People Speaking: No One.

People Signing: No One.

- II. Mayor Laux called the hearing to a close at 6:50 p.m.

Deborah A. Galeazzi
City Clerk

DRAFT

**CITY OF MENASHA
Redevelopment Authority
Council Chambers, 3rd Floor City Hall - 140 Main Street, Menasha
February 28, 2007**

MINUTES

 ← Back  Print

I. CALL TO ORDER**A. -**

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Meeting was called to order by Chairman Vanderhyden at 6:30 P.M.

II. ROLL CALL/EXCUSED ABSENCES**A. -**

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Commissioners Kennedy, Vanderhyden, Skalmoski, Stevens and Alderman Wisneski.

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Commissioners Henseler and Lueneburg.

OTHERS PRESENT: Mayor Laux, Atty. Jeff Brandt, CT Tom Stoffel, CDD Greg Keil, Thomas Chalchoff, Ed Jelinski, Donald Merkes, Doug Schmidt and Michael King.

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE**Minutes to approve:****A. Mintues of the November 1, 2006 Redevelopment Authority Meeting**

[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

Approve	Motion to approve the mintues of the November 1, 2006 RDA meeting.	Comm Kennedy	Comm Stevens	Passed
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IV. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY**Five (5) minute time limit for each person****A. Persons from the Gallery to be Heard on Matters Pertaining to the**

Item Action:

Redevelopment Authority

DRAFT

None

V. DISCUSSION

A. Menasha Action Council Board/Menasha Redevelopment Authority Meeting/Social - Discussion

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil stated that the Menasha Action Council Board of Directors expressed an interest in meeting with the Redevelopment Authority to discuss economic development opportunities and coordinate initiatives. There was consensus among the RDA members that a joint meeting should be held to better acquaint the two entities. CDD Keil stated that he would work with MAC representatives to organize a meeting in April.			

B. Update on Development/Redevelopment Projects

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil updated the RDA on the status of the grocery store project on Third and Milwaukee street, the movie theater project and the Province Terrace project.			

VI. ACTION ITEMS

A. Gilbert Site Redevelopment - Redevelopment Agreement - Gilbert Mill, LLC


[Attachments](#)
Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil reviewed the status of the Department of Commerce Brownfield Grant and explained that several different models were explored for advancing the Gilbert Mill redevelopment project. The model that is being presented to the RDA is a development agreement built around a developer-financed project supported in part by annual tax increment payments to the developer. The project as proposed is comprised of two main components—the demolition of the former Gilbert Paper Mill, and the development of a new 13-14,000 square foot office building. Commissioners inquired about the availability of funds in the Brownfield program, the likelihood of the Gilbert site being funded, the demolition cost and potential impact of the Department of Commerce not fully funding the projected \$875,000 cost for demolition and environmental remediation. Randy Stadtmueller described changes to the redevelopment concept plan that include the construction of a new office building rather than redevelopment/reuse of the former boiler house and the inclusion of a whitewater park concept. He also discussed financing the project using a developer-funded TIF concept in contact to a city-financed TIF. CDD Keil explained that other agreements will be necessary to deal with future development phases. It is essential to the Department of Commerce Brownfield Grant that both the city and the developer make said commitments to improving the site.			
Approve	Motion to advance the Gilbert Site Redevelopment Agreement to the Common Council.	Comm Kennedy	Alderman Wisneski	Passed

B. Gilbert Site Redevelopment - Site Clearance, Property Disposition and

Item Action:

Redevelopment Concepts

DRAFT

None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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This item was discussed as part of item VI. A, Gilbert Site Redevelopment - Redevelopment Agreement - Gilbert Mill, LLC.

VII. ADJOURNMENT

A. -

Item Action:
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to adjourn at 7:20 P.M.	Comm Skalmoski	Comm Kennedy	Passed

Safety Committee Meeting Minutes

12/19/2006

Attendees:

Safety Committee Member

Jeff Roemer, RW Management, Safety Coordinator

Amy Lynn Samuels-Suha, RW Management, Safety Coordinator Present

Mark Radtke, Menasha, Director, Public Works Present

Brian Tungate, Menasha, Park and Rec. Director Present

Bob Huss, Menasha, Superintendent Parks, Forestry & Cemeteries Present

Jeff Nieland, Menasha, Asst. Public Works Superintendent Present

Tim Jacobson, Menasha, Public Works Superintendent Present

Mike Bursack, Menasha, Operator

Mark Ceelen, Menasha, Sanitation Worker Present

Jim Julius, Menasha, Park Caretaker Present

Corey Gordon, Menasha, Engineering Aide II

Adam Alix, Menasha, Building and Services Present

Jeff Brandt, Menasha, City Attorney/Director HR Present

A. Minutes –

The minutes from previous meetings will be reviewed at the next meeting.

B. Hearing Tests

People unable to make the testing with the van will need to have their hearing testing conducted through Affinity. For additional information, contact Sue Nett.

C. Injuries

There were was one injury reported.

A workers pinky was crushed while helping to unhook a snowplow from a truck. The worker was wearing leather gloves, which is believed to have significantly reduced the degree of the injury.

There was a great deal of discussion about what the underlying cause of this injury. The topics discussed included: lack of/limited training; limited manpower and if the task was a 2 or 3 person job; and a “make up time” mindset.

The key point emphasized is that job quality –doing things safely, properly, and only once – is more important than getting things done fast.

D. Others

Tim Montour is working on the Standard Operating Guidelines for working on traffic signals. It is anticipated the draft will be completed in December 2006.

Next meeting – Tuesday, January 19, 2007 9 am at the Library

Meeting adjourned: 10:30 am.

CLOSED SESSION OF THE WATER AND LIGHT COMMISSION
February 12, 2007

Draft

Commission President Stan Martenson called the Closed Session to order at 7:30 a.m., upon the unanimously approved motion by Comm. Laux, and seconded by Comm. Allwardt, pursuant to Section 19.85 (1) (e) of the Wisconsin Statutes for the purpose of 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. RE: Contract Negotiations and Consultation with Attorney

Commissioners Allwardt, Fahrbach, Laux, and Watson were present on roll call by Commission President Martenson. Also present were General Manager Young, Manager of Business Operations Krause, Project Engineer Grenell, City Attorney Brandt, City Comptroller/Treasurer Stoffel, and Ray Osness and Dan Pecanac from RBC Dain Rauscher.

The purpose of the Closed Session was to discuss contract and legal issues regarding the Steam Plant.

Comm. Fahrbach departed at 8:45 am, and Comm. Allwardt departed at 9:30 am.

There being no further business, the motion by Comm. Laux, seconded by Comm. Watson, was unanimously approved to adjourn at 9:55 a.m., and to convene into Open Session of the Water and Light Commission.

With the departure of Commission Secretary Fahrbach, Commission President Martenson appointed Comm. Watson as Acting Secretary for the meeting.

Staff was directed to proceed with plant performance projects: heat recovery, motor replacement, leaking vent valve, #4 generator maintenance, coal building study, and to prepare a spare parts list for the next meeting.

The motion by Comm. Laux, seconded by Comm. Watson, was unanimous that these projects should be expedited unless the cost is materially over estimate.

The motion by Comm. Laux, seconded by Comm. Watson, was unanimously approved to authorize use of the Steam Utility Reserve Fund for the revenue BAN interest payment.

There being no further business, the motion by Comm. Laux, seconded by Comm. Watson, was unanimously approved to adjourn at 10:00 a.m.

BY: CARLA R. WATSON
Acting Secretary

Calumet County
LEGISLATIVE COMMITTEE MEETING
February 9, 2007

Committee Members Present: Brock, Laughrin and Krause.

Supervisors Present: Ballering, Connors, Dietzen, Draheim, Gentz, Koenig, Lehrer, Scholz, Schuh, Schwobe, Sommers, and Stillman.

Legislators/Staff Present: Melissa Kok representing U.S. Rep. Tom Petri; Bob Schweder representing U.S. Senator Feingold; Rep. Al Ott (arrived at 9:27 A.M.); Rep. Bob Ziegelbauer (arrived at 9:45 A.M.); and Senator Joe Leibham (arrived at 9:06 A.M.).

County Staff Present: Bill Craig, County Administrator; Pamela Captain, Corporation Counsel; Patrick Glynn, Human Resources Director; Matt Glewen, Agriculture Agent; Julie Heuvelman, Acting Director of Planning & Zoning (arrived at 9:36 A.M.); and Patricia Glynn, Administrative Assistant to the County Administrator.

Others Present: Wilmer Geiser, Town of Charlestown Chair (arrived at 9:10 A.M.); Daniel Thiel, Town of Woodville Chair; Jeanold Puetz, Town of Brothertown Chair; Joe Sprangers, Town of Harrison Chair; Ray Mueller, member of the press (arrived at 9:05 A.M.); Stephanie Lyon; and Fred Depies (arrived at 9:52 A.M.).

Chair Brock called the meeting to order at 9:00 A.M.

The meeting was properly announced. The Pledge of Allegiance was recited.

Moved by Supervisor Krause and seconded by Supervisor Laughrin to approve the agenda. Motion carried unanimously.

Moved by Supervisor Laughrin and seconded by Supervisor Krause to approve the Minutes of the December 1, 2006 meeting as presented. Motion carried unanimously.

COMMUNICATIONS:

There were no communications.

PUBLIC PARTICIPATION:

Supervisor Lehrer voiced his concerns regarding reductions to the Farm Bill. Bob Schweder encouraged citizens to contact their representatives with concerns regarding the Farm Bill.

Jeanold Puetz spoke in favor of making Bridge Aids exempt from any County Levy Limit.

FEDERAL ISSUES PERTINENT TO COUNTY GOVERNMENT:

Bob Schweder, representative of Sen. Feingold's Office, reported the following items:

- The issues important to Sen. Feingold are: Affordable Housing Program, Rural Medicare Equity Act, and the Rural Opportunities Act 2007, which would help open markets to local farmers.

There was a general discussion regarding the following issues: mortgage debt, U.S. dollars given to foreign countries, China being the #1 holder of our national debt, and the need to invest money at home in education.

Melissa Kok from Congressman Petri's office addressed the Committee and reported the following items:

- Congressman Petri will hold a listening session Thursday, February 22 from 4 P.M. - 5 P.M. at the Chilton City Hall. Concerns noted at other listening sessions were the Iraq War and immigration.
- The House passed a continuing resolution, which allows spending the same as last year.
- A Valders High School senior, nominated by Congressman Petri, has been offered an appointment to the U.S. Air Force Academy.

STATE ISSUES PERTINENT TO COUNTY GOVERNMENT:

Legislation pertaining to the taxation of Health Savings Accounts:

Patrick Glynn reported that Health Savings Accounts (HSA's) were recently incorporated in Calumet County's insurance benefits. He asked the legislators for support in making HSA's exempt from State income tax, explaining that HSA's are set aside solely for health care expenses and are already exempt from Federal income tax. Sen. Leibham stated that the legislature, as a whole, has supported the exemption, but that Governor Doyle has vetoed the measure three times. He suggested that employees affected by the taxation of HSA's contact the Governor's Office directly.

Patrick Glynn left the meeting at 9:40 A.M.

Resolution regarding exemption of reimbursement by counties to public libraries serving rural county residents from mandated property tax levy limitations:

Bill Craig distributed a draft resolution, a copy of which is on file and made a part of this record. The resolution was modeled after a Columbia County resolution.

Moved by Supervisor Laughrin and seconded by Supervisor Krause to present the resolution to the County Board at its February meeting. Motion carried unanimously.

Amendment of 1953 law on Wastewater Plant Tax Exemption:

There was a general discussion concerning a decision out of Dane County last year that interpreted the Wastewater Plant Tax Exemption to cover more than just wastewater plants. Bill Craig explained that this could open the door for more businesses to try to fit under the exemption and remove their property from the tax roll. Rep. Ott explained that the legislature would need to clarify the exemption this session.

Rep. Ziegelbauer arrived at 9:45 A.M. and was asked to comment on the HSA issue. He indicated that Manitowoc County has followed in Calumet County's footsteps in introducing HSA's. He believes HSA's are a great alternative that create a win-win situation in which the employees receive a benefit, while the employer sees reduced costs. He expressed his frustration that HSA's are not yet exempt from State income tax.

Rep. Ziegelbauer also took a moment to express his gratitude for all the assistance Calumet County has afforded Manitowoc County throughout the Avery investigation and the upcoming trial.

Property tax restraints for 2008:

A general discussion was held concerning what the Governor's plan might be for a future tax freeze. Sen. Leibham explained that information would be available when the Governor presents his Budget Address to the legislature on February 13th.

Proposed changes to 59.69 and/or 60.62 of the Wisconsin Statutes regarding town zoning in counties having a county zoning ordinance with approval of the County Board:

Pam Captain explained that the Town of Harrison is interested in opting out of county zoning. She noted that clarification of the Statutes would be helpful, and asked if the legislators could comment on the issue. In order for change to occur, Rep. Ott recommended that support be obtained at the grass-roots level from the Towns Association, the League of Municipalities and the Wisconsin Counties Association.

Current status of Ethics and Campaign Finance Reform:

Rep. Ott reported that the reform passed unanimously in the House and that only a few in the Assembly voted against it.

Statewide smoking ban/cigarette tax:

Rep. Ziegelbauer stated the he opposes an increase in the cigarette tax, but did not predict whether the measure would pass or fail. Rep. Ott explained the premise behind the measures was to help alleviate the cost of smoking to our healthcare system. Many of the Supervisors expressed their views on both the statewide smoking ban and the cigarette tax.

Rep. Ziegelbauer left the meeting at 10:54 A.M.

At 11:00 A.M., Chair Brock indicated that the remaining topics on the agenda would be taken up at the next meeting. It was then brought to Chair Brock's attention that Fred Depies was in attendance to speak on the "Buy Local, Buy Wisconsin Food" Bill. Chair Brock asked Mr. Depies to address the group.

"Buy Local, Buy Wisconsin Food" Bill:

Mr. Depies explained the Buy Local, Buy Wisconsin initiative is to keep millions of dollars in our communities by shifting some of Wisconsin's food purchases to locally produced foods. The initiative would invest resources in our communities to develop and expand regional food markets. Rep. Ott is a co-sponsor, and the group is looking for more co-sponsors. Sen. Leibham suggested the group contact Bob Schweder regarding the Rural Opportunities Act. Chair Brock indicated that he would be willing to put the Buy Local, Buy Wisconsin topic on a future agenda, if needed.

The remaining agenda items will be put on the agenda for the next meeting: study of Hmong culture and history in public school; cell phone use while driving; universal healthcare; and same sex school classes.

NEXT MEETING:

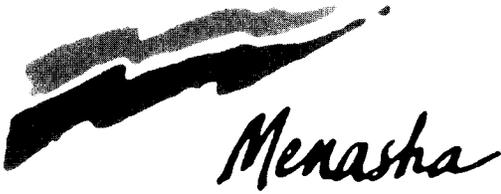
The next meeting date was set for Friday, April 13, 2007 at 9:00 A.M.

ADJOURNMENT:

Moved by Supervisor Krause and seconded by Supervisor Laughrin to adjourn the meeting at 11:09 A.M. Motion carried unanimously.

Patricia K. Glynn
Recording Secretary

These Minutes **HAVE NOT BEEN APPROVED** by the Legislative Committee.



City of Menasha • Office of the Mayor
Joseph F. Laux, Mayor

DATE: February 26, 2007
TO: Common Council
FROM: Mayor Laux 
RE: City's July 4, 2007 firework show

Attached is the Request for Proposal and letter sent for the July 4, 2007 firework show. The following were sent this packet of information:

Spielbauer Fireworks Co., Inc.
Patrick & Corey Spielbauer
220 Roselawn Blvd.
Green Bay, WI 54301

Central States Fireworks
Scot Miller
538 Florida Ave.
North Fond du Lac, WI 54937

Five Star Fireworks
Casey Ludwig
PO Box 190
Lakewood, WI 54138

Central States Fireworks
Lawrence Lefferts, President
18034 Kincaid St.
Athens, IL 62613

Bartolotta Fireworks
To Whom It May Concern
PO Box 5
Genesee Depot, WI 53127



City of Menasha • Office of the Mayor
Joseph F. Laux, Mayor

February 20, 2007

Spielbauer Fireworks Co., Inc.
220 Roselawn Blvd.
Green Bay, WI 54301-1304

Dear Patrick & Cory Spielbauer:

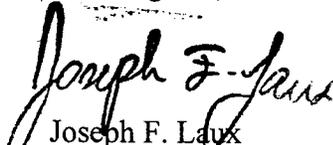
The Common Council has decided to seek quotes for the 2007 Forth of July Fireworks Show at Jefferson Park Menasha. I have enclosed the Request For Proposal document that requests the information needed to quote the show.

We will be selecting a vendor based on the information you provide and a 15 minute interview with your organization to explain your show. Four separate vendors have been selected to quote – Five Star Fireworks, Bartolotta, Central States Fireworks and yourself.

Please submit your documentation to my office by March 13, 2007. Also, we are planning to have the presentation on March 19, 2007 at Menasha City Hall. We will notify each of you regarding the presentation order. By March 16, 2007 all written documents submitted will be available to the public on the City of Menasha web site at www.cityofmenasha-wi.gov.

Thank you for your interest.

Best Regards,


Joseph F. Laux
Mayor



City of Menasha • Office of the Mayor
Joseph F. Laux, Mayor

February 14, 2007

To: Prospective Fireworks Displayer Companies

From: Mayor Joseph F. Laux 
City of Menasha, WI 54952

Re: City of Menasha Fireworks July 4, 2007 Display

On February 5, 2007, the City of Menasha Common Council directed my office to solicit bids for the July 4, 2007 City of Menasha fireworks display. The Council also directed me to solicit these bids from your firm and three others. This letter constitutes an invitation to quote based on the specifications below.

Date and time: The date of the show will be July 4, 2007 at 9:30 p.m. A rain date will be July 7, 2007.

Cost: The City has a total budget of \$18,500 for all phases of the show, including any insurance charge.

Insurance: The City requires a Certificate of Insurance naming the City as an additional insured with the following policy limits:

Each occurrence:	\$1,000,000
Damage to rented property:	50,000
Personal & Adv Injury:	1,000,000
General aggregate:	2,000,000
Products aggregate:	2,000,000

Umbrella or Excess Liability:

Each occurrence:	4,000,000
Aggregate:	4,000,000

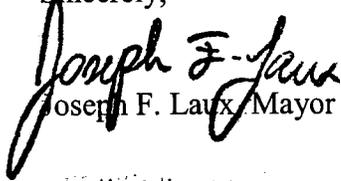
The Certificate of Insurance must be supplied with your quote.

Location: Jefferson Park, Menasha

Presentation: Attach a description of the show your company would expect to provide. You will be required to appear at a workshop of the Common Council to further describe your show and to present any additional information to support your quote. The presentation should be limited to 15 minutes.

If you choose not to bid, please tell us the reason you have so decline. Please contact me for any questions. Thank you for your interest.

Sincerely,


Joseph F. Laux Mayor



M E M O R A N D U M

To: Administration Committee/Common Council

From: Greg Keil, CDD

Date: March 1, 2007

RE: Wisconsin Chapter of the American Planning Association Annual Conference

I will be attending the above-referenced conference in the City of Milwaukee on March 15 and 16, 2007.



Menasha High School

53 22nd
Fr. Meyer

February 19, 2007

Hello Chief Stanke,

On Saturday, February 17, I attended the Special Olympics Polar Plunge in Oshkosh. I was supporting both students and staff that took the plunge. I was very proud of my staff and their efforts. I was also impressed with the organization and smoothness of the whole operation. It wasn't until the plunge was over and I was talking with a couple of my staff that I became aware of whom the organizers and workers were for the event.

Just as proud as I was about my staff and students, I was also proud that many of the organizers and workers of this fine event were officers and auxiliary members of the Menasha Police Department. The professional attitude and care for the people involved and Special Olympics is definitely a point of pride for our Menasha community. Thanks to the Menasha Police Department for getting involved.

Sincerely,

Larry Haaase, Ed.D
Principal

Cc: Joe Laux ✓
Common Council President



League of Wisconsin Municipalities

Legislative Bulletin

2007-2008, Number 8

February 23, 2007

In this Issue

[Bill Addresses Double Whammy Issue](#)
[Recently Introduced Legislation](#)
[Upcoming Committee Hearings on Bills Affecting Municipalities](#)
[Recent League Lobbying Activities](#)

League of Wisconsin Municipalities

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Previous Bulletins

[February 16, 2007](#)

Bill Addresses Double Whammy Issue

Rep. Mark Gottlieb (R-Port Washington) is asking other legislators to sign on to a bill he plans to introduce addressing the issue of double taxation of municipal taxpayers for law enforcement services. The bill, which the League strongly supports, exempts municipalities that provide 24-hour police service from paying the county tax levy that is used to fund the sheriff's patrol and investigation services. Local officials should contact their legislators and urge them to sign on as co-sponsors to LRB-0554, relating to apportionment of law enforcement services costs among counties and municipalities.

Recently Introduced Legislation

SB 46/AB 110 Makes the selection of a health care coverage plan a prohibited subject of collective bargaining if the municipality selects the state plan for local governments or a substantially similar plan. Also allows a municipality to unilaterally change its employees' health care coverage plan if the benefits remain the same and if the providers remain the same or cost savings will result from changing the health care coverage provider. By Sen. Darling (R-River Hills) and Rep. Vukmir (R-Wauwatosa) ***The League supports this bill.***

SB 50 Frequency of wage payments to volunteer firefighters. By Sen. Kreitlow (D-Chippewa Falls).

SB 51 Establishing a publicly financed health care system for the residents of Wisconsin. By Sen. Miller (D-Monona)

SB 52 Clarifying when daylight savings time begins and ends and the closing hours for taverns and other alcohol Beverage licensed establishments on these dates. By Sen. Breske (D-Eland).

AB 76 Increasing the state imposed recycling fee, also known as the tipping fee, on the disposal of solid waste in landfills from \$3.00 to \$10.00 per ton on April 1, 2008. Also increases funding for the local government recycling grant program from \$24.5

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[Bulletin
January 5, 2007 Bulletin](#)



Forward to a Friend

Hi Debbie, if you know someone who would be interested in this Bulletin, please forward it. Thank you!

[Forward this Bulletin >>](#)

Upcoming Lobbying Events

May 16 League -- Alliance Joint Legislative Luncheon, Inn on the Park, Madison

million annually to \$72.5 million. Companion to SB 29, which was described in the February 9th *Bulletin*. By Rep. Black (D-Madison).

AB 77 Under current law, the state distributes the school levy tax credit to municipalities. Under this bill the state distributes the credit to counties except for payment amounts exceeding \$3 million, which can continue to be paid to municipalities. By Rep. Sherman (D-Port Wing).

AB 79 Authorizing the creation of charter towns. Companion to SB 36, which was described in the February 16th *Bulletin*. By Rep. Kerkman (R-Genoa City). ***The League opposes this legislation.***

AB 118 Requiring municipalities to consider relationships with drainage districts in preparing comprehensive plans under the smart growth law. Also requiring municipalities to provide notice to drainage districts regarding development proposals that affect drainage districts. By Rep. Molepske (D-Stevens Point).

Upcoming Committee Hearings on Bills Affecting Municipalities

AB 55, Allowing municipalities to use free weekly newspapers as their official newspaper. By the Assembly Committee on State Affairs, Tuesday, February 27, 10:30 a.m., 328 Northwest, State Capitol. ***The League supports this bill.***

Recent League Lobbying Activities

Friday, February 16

- Spoke with Sen. Fitzgerald's aide about efforts to modify the limit on the number of liquor licenses a municipality can issue.

Monday, February 19

- Met with Rep. Ott on League's legislative agenda.
- Spoke with Sen. Grothman about modifying the limit on the number of liquor licenses a municipality can issue.
- Spoke with Sen. Hansen's staff about efforts to close the Newark property tax loophole.
- Spoke with Sen. Decker's and Rep. Rhoades' staff about removing police discipline language in the budget as policy.

Tuesday, February 20

- Met with Rep. Friske on League's legislative agenda.
- Met with Rep. Hraychuck on League's legislative agenda.
- Spoke with Sen. Sullivan's staff about creating a restaurant exemption to the liquor license quota.
- Spoke with Sen. Hansen's staff about developments with regard to fixing *Newark*.

Wednesday, February 21

- Participated in meeting with Rep. Gottlieb and representatives of the development community on impact fees and stormwater retention ponds.
- Met with Rep. Van Roy on League's legislative agenda.

Thursday, February 22

- Met with staff for Rep. Montgomery and Sen. Plale on statewide video franchising legislation.
- Distributed a memo on exempting restaurants from the quota on liquor licenses to Sens. Sullivan, Fitzgerald, Grothman, and Roessler; and Reps. Newcomer, Gottlieb, Hintz and Ballweg.
- Met with Rep. Staskunas on League's legislative agenda.
- Spoke with Sen. Lehman's staff about double whammy legislation.
- Spoke with staff for Sens. Roessler and Sullivan about signing onto bill exempting municipalities from paying the gas tax.
- Met with representatives from other local government associations to develop strategies for defeating SB 21, arbitration of police and fire commission disciplinary decisions.

subscribed as dgaleazz@ci.menasha.wi.us

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League of Wisconsin Municipalities
122 W. Washington Ave Suite 300
Madison, WI 53703 usa



LETTER

A LETTER FROM SENATOR HERB KOHL

Feb. 22, 2007

Issue 2

The League Letter is a monthly publication of the League of Wisconsin Municipalities. The League acts as an information clearinghouse, lobbying organization and legal resource for member municipalities. A digital version of this newsletter is available on the League's website <www.lwm-info.org>.

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Editor: Jean Staral

Please Route To:

- Mayor/President
- Council Member/Trustee
- Manager/Administrator
- Attorney
- Public Works Director
- Fire Chief
- Police Chief
- Treasurer
- Others: _____

To All Interested Parties:

When the President sends his budget to Congress, the fiscal year 2008 appropriations season begins. Before that process gets underway I want to provide: 1) a status report on the current fiscal year, and 2) additional guidance for submitting FY08 appropriation recommendations.

First, a status report. As you know, the 109th Congress adjourned last year without completing work on many important appropriations measures for fiscal year 2007. I was very disappointed by this lack of progress. Exacerbating the challenge was a decision by leaders of the 109th Congress to shift certain funds to Defense leaving less for domestic priorities.

These developments, combined with growing public concern over earmark procedures, prompted the new leadership of the 110th Congress to choose a different course. It involves passage of a year-long, earmark-free continuing resolution to fund basic government services for the remainder of the current fiscal year. That measure is being developed right now with the expectation that it will be presented to the President for his signature by February 15th.

In the meantime, Congress has been considering earmark reform legislation to help restore public confidence in the Congressional appropriations process. While the final details have yet to be resolved, I expect this process to yield greater transparency and scrutiny of earmarks. My office has always had a policy of examining and publicly identifying every project for which we secure funding and I remain confident that Wisconsinites will continue to submit quality projects.

To provide additional guidance for fiscal year 2008, my staff has prepared the attached background. As a member of the Appropriations Committee I have the opportunity to influence spending levels and promote projects of interest to Wisconsin. In some cases there is directed federal funding available for projects in specific communities. In other cases, there are larger accounts that provide funds to states or federal grant programs.

In past years I have heard from many local leaders about important projects in our state. The following information should guide you in recognizing those projects which are most likely to receive funding from the Appropriations Committee. Please keep in mind the competitive nature of this process. In a tight fiscal environment, there are no

guarantees that any specific project will be funded. However, I remain committed to making the case for directing scarce dollars to vital projects in Wisconsin.

SUBMISSION DIRECTIONS:

- Electronic submissions are preferred. Please feel free to email Phil Karsting (phil_karsting@kohl.senate.gov) and Rebecca Young (rebecca_young@kohl.senate.gov). My staff will confirm receipt of electronic requests; additional hard copy submissions are not necessary.
- Due to delays in the processing of Senate mail in Washington, correspondence should be faxed to Phil Karsting in my Washington office at 202-224-9787 or sent to Rebecca Young in my Milwaukee office: 310 West Wisconsin Avenue, Suite 950 Milwaukee, WI 53203 or 414-297-4455/fax. Once again, my staff will confirm receipt of your project. Therefore, one method of delivery is sufficient.

DEADLINE:

- To guarantee consideration for fiscal year 2008 funding, I must have your requests by March 9, 2007. If you cannot meet this deadline, please contact Rebecca Young directly.

In addition, I am often aware of other sources of federal funding that may be available to you, and I welcome the opportunity to direct you to these resources. If you have questions about this material or alternate sources of funding, please do not hesitate to contact me or Rebecca Young at (800) 247-5645 or Rebecca_Young@kohl.senate.gov. I look forward to working with you and your organization. Best wishes.

Herb Kohl, U.S. Senator

TRAINING OPPORTUNITIES

PUBLIC SECTOR LABOR RELATIONS CONFERENCE

May 3, 2007. The Conference is sponsored by the WERC and co-sponsored by the UW Law School and the State Bar of Wisconsin Labor and Employment Law Section. The Conference is being coordinated by Dan Nielsen of WERC. For more information visit http://werc.wi.gov/selected_press_releases_and_werc_world_articles.htm#conference_registration_2007.

WISCONSIN LAND INFORMATION ASSOCIATION 2007 ANNUAL CONFERENCE

March 7 - 9, 2007; Appleton. This year's conference is full of presentations and activities specifically targeted for Wisconsin municipalities – of all sizes. For more information about the conference or for becoming a WLIA member visit www.wlia.org or contact Ann Barrett at 800/344-0421.

ROAD MAINTENANCE

This workshop will help you choose maintenance techniques that will get the most out of your roads. Recognize problems early and apply the right method at the right time to stretch your budget and maintain good roads. For more information Ben Jordan (608) 265-4478 or visit <http://tic.engr.wisc.edu/workshops/listing.lasso>.

March 12, 2007	Tomah	March 16, 2007	De Pere
March 13, 2007	Eau Claire	March 22, 2007	Barneveld
March 14, 2007	Hayward	March 23, 2007	Pewaukee
March 15, 2007	Tomahawk		

TRAINING OPPORTUNITIES

MADISON LABOR LAW CLINIC

March 21, 2007, Madison. This day-long clinic includes speakers from the Unemployment Insurance, Equal Rights, and Workers Compensation Divisions. For more information visit the Department of Workforce Development website at <http://dwd.wisconsin.gov/laborlaw>.

GREENING WI: PLANNING FOR A SUSTAINABLE FUTURE

March 15-16, Milwaukee. WI ASLA 2007 Annual Conference hosted by the Wisconsin Chapters of the American Planning Association and the American Society of Landscape Architects. For details visit www.wisconsinplanners.org.

GOVERNMENT AFFAIRS SEMINAR

March 1, 2007, Madison. This seminar provides municipal officials, treatment plant operators, consultants and government employees with an overview and update of current issues. For more information call Tom Foltz, (608) 251-4843 or visit www.peopleware.net/2723.

GROWING WISCONSIN: A WORKSHOP ON HOW TO SUSTAIN OUR WORKING LANDS

Learn what is being done to address land use challenges in Wisconsin and other states. Visit www.datcp.state.wi.us/registration/landuse.jsp for more information.

Feb. 26, 2007
Feb. 27, 2007

Menomonie
Kimberly

Feb. 28, 2007

Oconomowoc

WISCONSIN RURAL WATER ASSOCIATION TRAINING

For more information on the following WRWA training opportunities call (715) 344-7778 or visit <http://wrwa.org/workshops.html>.

19th Annual Technical Conference. March 27-30, Green Bay.

LOCAL LAND USE PLANNING AND ZONING

WisLine Teleconference Series. For more information call (608) 262-9960; to register call (608) 262-0810.

The Wisconsin Working Lands Initiative #1744-4. Feb. 28, 2007. This program will discuss the Initiative's Steering Committee report, reactions to it and the proposals to implement its recommendations.

Recent Case Law #1744-5. March 28, 2007. This program will highlight recent Wisconsin cases and attorney general opinions, as well as important federal cases, relating to land use planning and implementation.

Growing Communities, Greening Communities: Green Tier — Supporting Business for Local Economic and Environmental Improvement #1744-6. This session will explore early program outcomes, how parties are coming together to create innovative approaches, and will present examples of local environmental and economic potential under this program.

CURRENT ISSUES AFFECTING LOCAL GOVERNMENT OFFICIALS

WisLine Teleconference Series. For more information call (608) 262-9961; to register call (608) 262-0810.

The State's 2007-2008 Biennial Budget and Fiscal Condition (1743-5) March 6, 2007. Review the Governor's budget and the state's fiscal condition with the state budget director.

TRAINING OPPORTUNITIES

Regulation of Alcoholic Beverage Licensing (1743-7). April 17, 2007. Prepare to review and issue licenses, learn about the statutory requirements for alcoholic beverage licenses and municipal licensing actions.

Conducting the Annual Board of Review (1743-8). April 24, 2007. (Repeats April 26, May 1 and 3, 2007.) Learn or review the statutory requirements and procedures for conducting the annual board of review.

CONDUCTING LOCAL ELECTIONS

WisLine Teleconference Series. For more information call (608) 262-9961; to register call (608) 262-0810.

Recount How Tos. (1742-7) March 20, 2007. Get pointers to make handling a recount easier.

What Every Clerk Needs to Know - And Didn't Know to Ask. (1742-8). A beginner's guide to basic election information.

LOCAL GOVERNMENT WORKSHOPS

For more information on these workshops visit www.PublicAdminCert.uwm.edu.

Creative Problem Solving. #7310-2150. Feb. 28, 2007. Learn the systematic process of recognition and analysis necessary in problem solving, including communication processes to improve creativity, roles for groups and teams in problem solving.

Understanding and Developing Resilience: Helping Yourself and Others Deal more Effectively with Change. #7310-2160. March 14. This highly interactive workshop session presents an innovative model for understanding change resilience, identifies the key characteristics that enable someone to be resilient and thrive during change.

Budgeting Basics (Core Workshop) #7310-2170. March 28-29, 2007. Covers Pre-budget program planning and budgeting for public management.

Leadership (Core Workshop) #7310-2180. April 11, 2007. Acquire skills to help you express your values as a leader, promote change and innovation, and motivate others through specific programs and activities.

Building Effective Work Teams: Tools to Maximize Your Team's Potential. #7310-2190. April 25, 2007. An effective manager needs to know how to create, oversee, direct, and inspire teams in order to achieve success. Awareness of your personal communication behaviors and those of your team can help to improve your ability to contribute to beneficial team interactions.

ANNUAL STATEWIDE BUSINESS IMPROVEMENT DISTRICT (BID) CONFERENCE

March 1, 2007. For officials interested in learning more about BIDs, having an opportunity to network with other BID managers as well as their Boards, want to listen to several experts address a number of topics. More information about this program and how to register can be found at: <http://www.uwex.edu/lgc/cp&d/cp&d.htm>.

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February 23, 2007

Chief Len Vander Wyst
Neenah Fire Department
125 E. Columbian
Neenah, WI 54956

Dear Chief Vander Wyst:

Earlier this week your fire and rescue crew answered a fire emergency call from one of our Oshkosh Truck employees, Ms. Kristine Dally. Literally, within several minutes, your firemen were at her door to put out her oven grease fire. The quick response saved her home from going up in flames.

She has shared with us how impressed she was with the exceptional prompt service she received from your department.

We are equally pleased to hear that it was a Pierce fire truck that transported your response team to Kristine's home.

In closing, we want to thank your department for a job well done. In addition, we want to express our appreciation for your continued support and patronage of your hometown company, Pierce Manufacturing Inc.

Sincerely,

Pierce Manufacturing Inc.

A handwritten signature in black ink, appearing to read "Jeff Resch", written over a white background.

Jeff Resch
Vice President of Sales



Memorandum

DATE: February 28, 2007

TO: Mayor Laux and Menasha Common Council

FROM: Mark Radtke, Director of public Works

RE: Remote Operations for Tayco Street and Racine Street Lift Bridges

The concept of remote operations for the two Menasha lift bridges has been under study by WisDOT for several years. This past year, WisDOT entered into contract for the installation of cameras and related instrumentation to support remote operations for the lift bridges. This work is in the final stages of completion and will allow implementation of the remote operations later during the 2007 navigational season.

As proposed, remote operations will allow the operation of both lift bridges by one bridge tender, who will be stationed at the Racine Street Bridge. Video cameras providing views of the street approaches and the upstream and downstream navigational channel will be used to give the bridge tender a complete picture of the vehicular, bike, pedestrian and watercraft traffic in real time.

The transition to fully remote operations will occur in phases to promote a high comfort level for the involved bridge tenders during this transition period. Attached to this memo is the proposed schedule for full implementation of remote bridge operations. The current staffing level of four regular and two relief bridge tenders will remain until September 4, 2007, which is the day after Labor Day. At that time, I expect our staffing level to be reduced to two regular and one relief bridge tender. The regular bridge tenders are members of AFSCME Local 1035. I also expect WisDOT to stipulate this staffing level in our next Lift Bridge Operations Agreement which will be effective starting July 1, 2007.

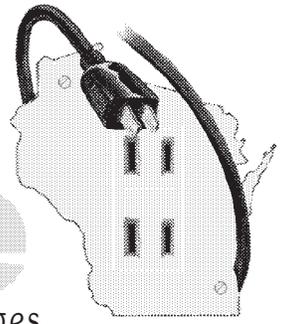
CITY OF MENASHA

PROPOSED SCHEDULE FOR FULL IMPLEMENTATION OF REMOTE OPERATION OF LIFT BRIDGES

Remote operations contract Partial acceptance	April 26, 2007
Remote operations contract Completion date	May 26, 2007
On-site operation at each bridge	April 26, 2007 – July 28, 2007
Operate Tayco remotely (Staff each bridge)	July 29, 2007 – September 3, 2007
Operate fully remote From Racine Street Bridge	September 4, 2007 – End of season

A Coalition
to preserve
Wisconsin's
Reliable and
Affordable
Electricity

Customers First! the Wire



Plugging you in to electric industry changes

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Rail customers score federal win

Pro-consumer decisions from the Surface Transportation Board (STB) used to be rare as hen's teeth—and may still be—but *The Wire* is happy to report one as the federal regulators have told railroads to clean up their act on fuel surcharges.

At the end of January, the STB gave the nation's major railroads 90 days to come up



with a new set of fuel cost recovery practices that treat shippers fairly and end double billing. Escalating railroad fees associated with delivering low-sulfur coal to Midwestern power plants have been demonstrated to be a factor in the rising electricity rates of recent years.

In its January decision, the STB considered comments received from both shippers and railroads since an initial hearing last May. The board concluded that existing fuel surcharges, computed as a straight percentage of base shipping rates, constitute "an unreasonable practice" that fails to address actual fuel costs and forces some shippers to subsidize others.

Railroads charge varying rates depending on the cargo and shippers' demand, so a surcharge boosting all rates by an across-the-board percentage "stands virtually no prospect of reflecting the actual increase in fuel costs" for hauling a particular load, the STB explained. In addition, the board ordered railroads to stop levying on the same traffic both a fuel surcharge and shipping-rate increases based partly on fuel

costs, a practice that was also labeled as "unreasonable" and "double dipping."

The decision was welcome but incomplete, in the eyes of one *Customers First!* board member, David Jenkins. The statewide manager of the Wisconsin



Jenkins

Electric Cooperative Association, Jenkins noted that the STB was not requiring railroads to repay shippers the revenues generated by the now-prohibited practices.

"It's too bad the STB didn't make the railroads refund those overcharges," he said. "Clearly this is price-gouging, they got caught, and there is no penalty. It's no wonder that railroads are realizing record profits."

Nevertheless, Jenkins called the STB decision "encouraging."💡

New PSC member named

Madison attorney Lauren Azar is Governor Doyle's pick to fill a vacancy on the Public Service Commission of Wisconsin (PSC) and complete his appointment of all three members of the utility-regulating panel.

Announced February 20, the Azar appointment fills the vacancy created by the departure of commissioner Robert Garvin, who resigned effective February 23 in anticipation of his six-year term expiring the first of this month.

Azar has been a member of the Michael Best and Friedrich law firm, practicing extensively in the area of electric and water utilities and appearing regularly before the PSC.💡

Antitrust bill to resurface



Sen. Kohl

The U.S. Senate Subcommittee on Antitrust, Competition Policy and Consumer Rights will examine railroad competitiveness and alleged anticompetitive practices by dominant rail carriers, Senator Herb Kohl (D-WI) has announced.

Kohl assumed the chairmanship of the subcommittee as of January. Joined by ranking minority member Orrin Hatch (R-UT), Kohl announced the panel would study whether shippers, communities, and small businesses dependent on rail transportation have been victimized by the market power of major railroads.

Kohl indicated he would pursue legislation removing the railroads' federal antitrust law exemptions so shippers with a grievance against their rail providers could seek relief.💡

THE WIRE is a monthly publication of the *Customers First!* Coalition—a broad-based alliance of local governments, small businesses and farmers, environmental groups, labor and consumer groups, retirees and low-income families, municipal electric utilities, rural electric cooperatives, wholesale suppliers, and an investor-owned utility. *Customers First!* is a coalition dedicated to preserving Wisconsin's reliable and affordable electricity.

If you have questions or comments about THE WIRE or the *Customers First!* Coalition, please call 888/960-4778.



THINKING THINGS THROUGH

By CFC Executive Director John Sumi

The start of the 110th Congress has inspired the efforts of groups working to reform federal railroad policies not only because the new Congress will see elevated roles for members of the Senate and the House who have shown leadership on the issue but also because the support for change in rail policies is growing at the grassroots level in states around the country.

Badger-CURE (Consumers United for Rail Equity), an informal coalition of 45 different Wisconsin organizations (including CFC) and businesses, led off the development of state-level coalitions in 2006. Wisconsin has since been joined by 12 other states that either have a CURE group organized or are in the process of starting one.

Wisconsin's place in the forefront of this issue is due to the continuing leadership shown by members of the state's congressional delegation as well. As this month's edition of *The Wire* reports, U.S. Senator Herb Kohl will soon introduce a bill titled "The Railroad Antitrust Enforcement Act of 2007." Congresswoman Tammy Baldwin cosponsored legislation in the 109th Congress to repeal railroad antitrust exemptions and will continue her lead role in the issue by authoring a house version of the Kohl bill.

Having rail customers and others impacted by ineffective federal rail policies come forward to call for congressional action has increased momentum for change. The growing number of supporters of rail policy reform in the states will get an opportunity to unite their efforts by taking part in the 3rd Annual Rail Customer Day in Washington, D.C., on Thursday, March 15.

If you would like more information about Rail Customer Day, please feel free to contact the CFC office at (608) 286-0784. 

Maryland:

The purge continues

There's more fallout from Maryland's restructuring-driven fiasco of monster electric rate increases. At the end of January, Kenneth Schisler, the state's top utility regulator, headed for the exit, the new governor having made it clear he was ready to play hardball to get someone new into the job.

The potency of Maryland's utility troubles in moving people into and out of public office is not to be underestimated. Last November it was a major factor in the man who appointed Schisler, then-Governor Robert Ehrlich, being bounced out of office by state voters.

The political bloodbath—which has seen legislative action to remove the entire Public Service Commission and the commissioners suing to keep their jobs—began with a commission decision early last year to allow a 72-percent rate increase for residential customers of the state's largest utility, Baltimore Gas and Electric.

The utility maintained it needed the big increase to recover years of costs incurred under a rate freeze that was part of Maryland's electric restructuring plan.

But the new governor had campaigned on the theme that the regulators were too chummy with the utilities under their supervision, and according to the *Washington Post*, the administration was ready to make use of media reports that utility officials had arranged social activities, including a Texas hunting trip, on Schisler's behalf.

At the time of his resignation, Schisler still had two and a half years remaining in his term on the PSC.

Those years might have proven less than satisfying, had Schisler decided to hold on and prevailed over the opposition. According to the *Post*, lawmakers were preparing a bill to expand PSC membership so the new governor could appoint enough members to give him control, with or without Schisler as a member. 



Sumi

The Saudi Arabia of...

With heightened interest in renewable energy, it's getting hard to find a state that's not proclaiming itself "The Saudi Arabia of Wind" or of "Ethanol." The more modest goals spelled out in Governor Doyle's State of the State address and biennial budget proposal just might leave our neighbors wishing they could be "The Wisconsin of Biofuels."

By a combination of straightforward executive actions and through his state budget proposal for the coming two years, presented to the Legislature in mid-February, Governor Doyle has set forth an ambitious agenda aiming to put Wisconsin at the head of the pack in terms of the state's commitment to development of renewable energy sources.

Described in a statement from the Governor's Office as "part of a broad effort to make Wisconsin the nation's leader in energy independence and create thousands of jobs in our state," the budget bill's energy agenda defines a \$40 million program, with biofuel development a high priority. Solar power, wind energy, and hydrogen are also on the list.

Altogether, the administration seeks to advance six individual initiatives.

Unveiled in the State of the State address at the end of January, the proposal spells out how Doyle would go about meeting his earlier commitment to obtain 25 percent of Wisconsin's electricity and transportation fuels



from renewable sources by 2025, also known as "25 by 25."

According to the administration, the "centerpiece" of the proposal is creation of a new Governor's Office of Energy Independence. The office would coordinate the state's activities in trying to stimulate growth of the bio and renewable economies. It would also advise the governor and cabinet agencies on methods of reaching the goals of the state's "Declaration of Energy Independence," signed last July by Doyle in making the 25 by 25 commitment.

An executive director would head the office, with staff support from the Department of Administration's Division of Energy; the Department of Agriculture, Trade and Consumer Protection; Department of Natural Resources; and the Public Service Commission.

The core budget item is the Wisconsin Energy Independence Grant and Loan Program. This \$30 million initiative would provide financing for companies and researchers developing new technologies to increase renewable energy, accelerate commercial development of resulting innovations, and further energy independence.

A key focus will be the drive to make Wisconsin the first state to produce cellulosic ethanol from woody forest and timber materials, as ethanol production increases demand for corn and producers begin looking for ways to diversify. To that end, \$5 million in grants are to be earmarked for purposes of locating the nation's first cellulosic ethanol plant here. 💡

Michigan continues to slide

Another new study is out, showing declining interest in Michigan's restructured electricity market. Did we say declining? Plummeting might be the better word. A report from the Michigan Public Service Commission (PSC), released at the beginning of last month, showed fewer than half the Michigan residents who were receiving electricity from an alternative supplier at the end of 2005 were still doing so at the end of 2006.

Last year's 51-percent drop in the number of Michigan customers participating in retail choice was preceded by shrinkage during 2005 as well.

Meanwhile, the share of electricity sales from alternative providers to distribution customers of the two biggest Michigan utilities also shrank by half, from 12 percent in 2005 to 6 percent last year.

The commission had two explanations for the rapid drop-off of interest in the state's restructured market: rising wholesale electricity prices and costs of distributing electricity moving closer to the actual cost of providing service, according to the PSC chairman. 💡



Carry me back to old Virginia

They aren't exactly going all the way back to the way things used to be, but Virginia lawmakers have decisively scrapped their decade-old fling with electric restructuring and turned back toward traditional regulation.

Whether they've turned back far enough to escape new misadventures remains to be seen. In February, both houses of the Virginia Legislature passed versions of a re-regulation bill crafted by Dominion Virginia Power. The plan resembles traditional, cost-based regulation superficially, except that the utility's allowable rate of return is set by law, not by state regulators. Consumer advocates predict rates will increase substantially.

There's no doubt Dominion's rates will increase. They're already scheduled to go up this summer to help the company recover fuel costs it hasn't been allowed to adjust for three years. Over a 12-month period ending last fall, Dominion said its fuel costs exceeded what it was able to charge to cover them by more than a half-billion dollars.

Others say utilities have been permitted to run up other earnings by far more than that amount to make up for losses anticipated in a competitive environment—which failed to materialize in Virginia. 💡

Energy saver tip

The lint screen in your clothes dryer will be packed full if you don't clean it routinely, and when that happens, the dryer can use nearly one-third more energy. Moreover, a screen full of lint can be highly combustible if overheated—actually pretty good tinder to take on your next camping trip—so clean that screen! 💡



Quotable Quotes

“My resignation will facilitate the ability of the Public Service Commission to move forward in the important work it must accomplish...I wish my successors well.”

—Outgoing Public Service Commission Chairman Kenneth Schisler, latest casualty of the disastrous Maryland electric restructuring (which last year brought 72-percent rate increases and the downfall of the incumbent governor, who appointed Schisler in 2003), quoted in *The Washington Post*, January 30, 2007

Be sure to check out the Customers First! web site at



www.customersfirst.org

Help us share our messages with others. If you know of businesses or organizations that would like to learn more about protecting Wisconsin's reliable and affordable electricity, please feel free to copy and share with them all or part of this newsletter, or you can call 608/286-0784 to arrange an informational meeting.

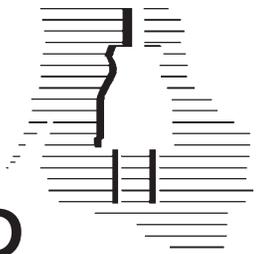
Customers First!
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A Coalition
to preserve
Wisconsin's
Reliable
and Affordable
Electricity

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Customers First!



Monthly Construction Report

February 2007

WATER TREATMENT PLANT MODIFICATIONS



Prepared For The
MENASHA UTILITIES
City Of Menasha, Wisconsin



Prepared By:

McMAHON
ASSOCIATES
ENGINEERS | ARCHITECTS | SURVEYORS | PROJECT MANAGERS

February 22, 2007
McM. No. M0002-940266.06

DJV:smdt:

**Monthly
Construction Report**
February 2007

**WATER TREATMENT PLANT
MODIFICATIONS**



Prepared For The
MENASHA UTILITIES
City Of Menasha, Wisconsin

February 22, 2007
McM. No. M0002-940266.06

Construction Project Team:

- | | |
|--|-----------------------------------|
| ■ Jerry Sturm, Plant Manager | Menasha Utilities |
| ■ Donald Voogt, P.E. , Project Manager | McMahon Associates, Inc. |
| ■ Rodney Manthey, On-Site Rep. | McMahon Associates, Inc. |
| ■ Darin Garbisch, Project Manager | C.D. Smith Construction Co., Inc. |
| ■ Bill Schmitz, Superintendent | C.D. Smith Construction Co., Inc. |

Monthly Construction Progress:

- The CT basin walls are 90% complete. Concrete work continues on the Granular Activated Carbon (GAC) contactor walls, gullet slabs, GAC inlet channels and top deck.
- All filter multi-wash backwash troughs have been set.
- Structural steel is currently being set for the Ultraviolet (UV) Room.
- Structural steel / masonry connections between the old treatment plant and the new addition have been completed.
- Air scour piping for the filters is complete, and filter inlet piping is 90% complete.
- GAC contactor inlet piping, filter backwash piping and filter outlet piping is 25% complete.

Monthly Construction Progress: (continued)

- Heating and lighting have been completed in the new building above the sedimentation basins. Conduit is currently being installed to extend power to the new treatment plant addition.

The following table indicates the status of several major construction categories:

■ Demolition	95% Complete
■ Loading Dock	100% Complete
■ Building Excavation	100% Complete
■ Sedimentation Basin Enclosure	100% Complete
■ Filter Construction (concrete)	100% Complete
■ GAC Construction	80% Complete
■ Waste Washwater Basin (concrete)	100% Complete
■ CT Basin	70% Complete
■ Intermediate Pump Station (concrete)	100% Complete
■ Process Piping	25% Complete
■ Building Structural	25% Complete
■ HVAC	7% Complete
■ Plumbing	20% Complete
■ Chemical Storage	0% Complete

Monthly Engineering Progress:

- Engineer answered Requests For Information (RFI's) from the Contractor, and issued Construction Bulletins (CB's), as the need arose.
- McMahon Associates, Inc. continues to have a resident observer on-site.
- Two bid packages were opened on February 8, 2007 for the following work:
 - ▶ Canal Circulation System
Treatment Plant Landscaping
 - ▶ Control Panels / Computer Equipment
SCADA & PLC Software
- Competitive bids were received for each of these bid packages, with a total of 16 bidders submitting bids.

Monthly Engineering Progress: (continued)

- ▶ The low bidder for the Canal Circulation System and Treatment Plant Landscaping was Argo Contracting, Inc. of Fond du Lac, Wisconsin, in the amount of \$101,974.00.
- ▶ The low bidder for the Control Panels was MCM Systems, Inc. of Little Chute, Wisconsin, in the amount of \$87,000.00.
- ▶ The low bidder for the SCADA Software was HiTech Manufacturing Solutions, Inc. of Green Bay, Wisconsin, in the amount of \$71,454.00.
- McMahan Associates, Inc. has recommended award of each of these contracts.
- These contracts represent the final construction contracts needed for the project. Contracts must be fully executed by March to meet the Wisconsin DNR Safe Drinking Water Loan schedule.
- The Utility has decided to perform all of the control integration, Programmable Logic Controller (PLC) programming, and Supervisory Control And Data Acquisition (SCADA) programming for the new Treatment Plant using in-house staff.
- A thorough research was undertaken to verify property ownership at the site of the canal circulation project.

Construction Look-Ahead:

- Work in the next month will include construction of GAC contactor gullet slabs, upper access deck, inlet channel top deck, CT basin top deck (weather permitting), and CT basin overflow chamber.
- Structural steel will be set for the east half of the UV Room superstructure and roof deck.
- Mechanical work will include installation of GAC inlet and waste washwater piping, filter waste washwater piping, and filter effluent piping.
- Electrical work will include setting of the Motor Control Centers (MCC's) and some conduit installation.

Current Project Concerns:

Very cold weather in January limited work progress on-site, especially concrete construction, masonry and structural steel. The overall project schedule, however, was not adversely affected by this slow down.

Contingency Management / Change Orders:

There were eleven Change Orders initiated this past month.

- Add CT Basin Baffle Wall + \$7,533
- Add Second Chlorine Injection Tap + \$2,359
- Reduce GAC Media From 8-feet to 4-feet (\$120,627)
- Add One Fixed Camera At Aerator Tank + \$2,361
- Replace Existing Monorail Trolley & Hoist + \$13,766
- Modify Structural Steel Beam To Fit Filter Inlet Pipe + \$1,854
- Add 30-inch Blind Flange + \$580
- Add Piping Adapter To Connect To Existing Reclaim Piping + \$862
- Relocate Existing Backwash Line Vent + \$269
- Re-Route Existing Sludge Piping Due To
Interference At Loading Dock + \$3,234
- Add Reinforcing Steel At Floor Trench In UV Room + \$218
- TOTAL (\$87,571)

In addition, the plant staff has processed two work items directly that are also being charged to the project contingency:

- Access Ramps For Moving Powdered Caron Skids + \$2,480
- Support Stand For Existing Polymer Tank &
Cover Plate For Existing Stairwell + \$4,250
- TOTAL + \$6,730

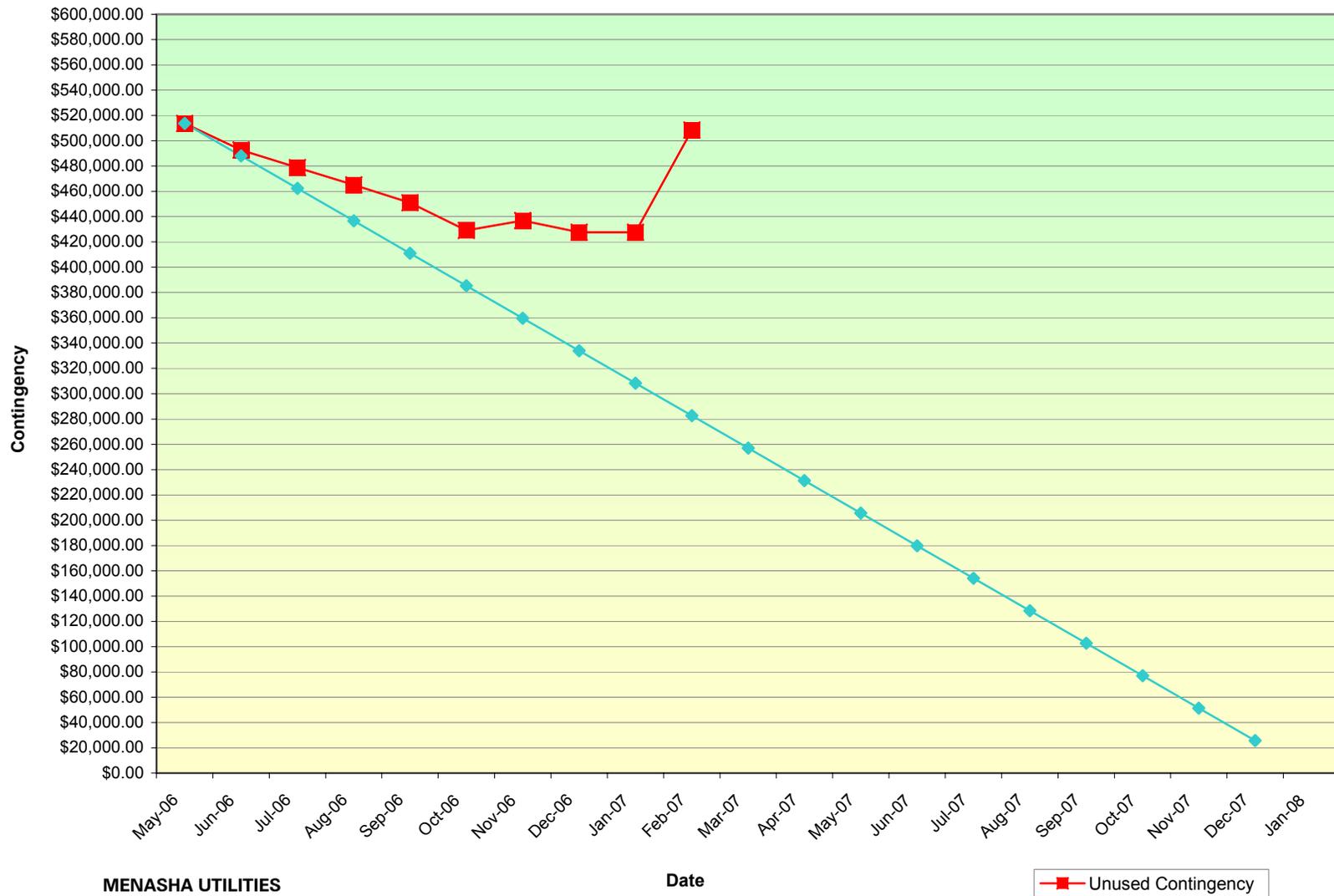
The beginning contingency for this project was \$513,800. Pending approval of the proposed Change Orders referenced above, the remaining contingency is \$508,448. Please refer to the attach graph of projected contingency versus actual.

**Monthly
Construction
Report**
February 2007

Attachments:

- Contingency Management Graph
- Construction Progress Photos

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MENASHA UTILITIES
Water Treatment Plant Construction
 C.D. Smith Construction Contract
Contingency Management



**Monthly
Construction
Report**
February 2007

Construction Progress Photos



**Monthly
Construction
Report**
February 2007

Construction Progress Photos



PLEASE, MEET MARY!!!

MARY NEBEL IS: A Qualified, Experienced, Dependable, Responsible, Concerned
Menasha resident

MARY'S ATTRIBUTES: DYNAMIC DETAIL ORIENTED
ARTISTIC RESOURCEFUL
INTELLIGENT PROFESSIONAL
HONEST CONSCIENTIOUS
POSITIVE ACTIVE IN CITY AFFAIRS

WHY CONSIDER MARY AS A CANDIDATE FOR THE LANDMARKS COMMISSION?

As a current member of the Menasha historical Society Mary will:

- Encourage civic pride in the beauty and accomplishments of the past
- Safeguard the City's historic, aesthetic, and cultural heritage
- Enhance Menasha's attractions for tourists
- Help to stabilize and improve property values in Menasha's historic districts
- Research City ordinances and stay abreast of regulating current projects
- Work diligently with other members of the Commission

MARY KNOWS:

WHEN TO LISTEN

HOW TO GATHER RESEARCH

WHEN TO ASK QUESTIONS

HOW TO HANDLE A DIVERSITY OF RESPONSIBILITIES

THE LANDMARKS COMMISSION WILL GAIN:

- A highly motivated individual whose forte is getting the job done
- An enhanced reputation in the surrounding community
- A dependable person who wants to accomplish preservation and education of the Commission
- An opportunity to "brainstorm" to promote the mission of the position

Mary Nebel

713 First Street

Menasha WI 54952

Email: nebelmm@sbcglobal.net

920.722.3239

March 1, 2007

RESOLUTION R-05-07
Information Request

Item 1. Fund Balances Steam Utility Reserve Fund

\$1,650,000	Resolution fund balance.
<u>-\$275,355</u>	Interest payment 3/1/07 R-05-07
\$1,374,645	Balance
\$237,000	Approved capital and maintenance items R-06-07
\$ 0	Spent as of 2/28/2007, PO's pending

Item 4. and 5. The Utility Commission has taken no action as of the 2/28/2007 meeting.

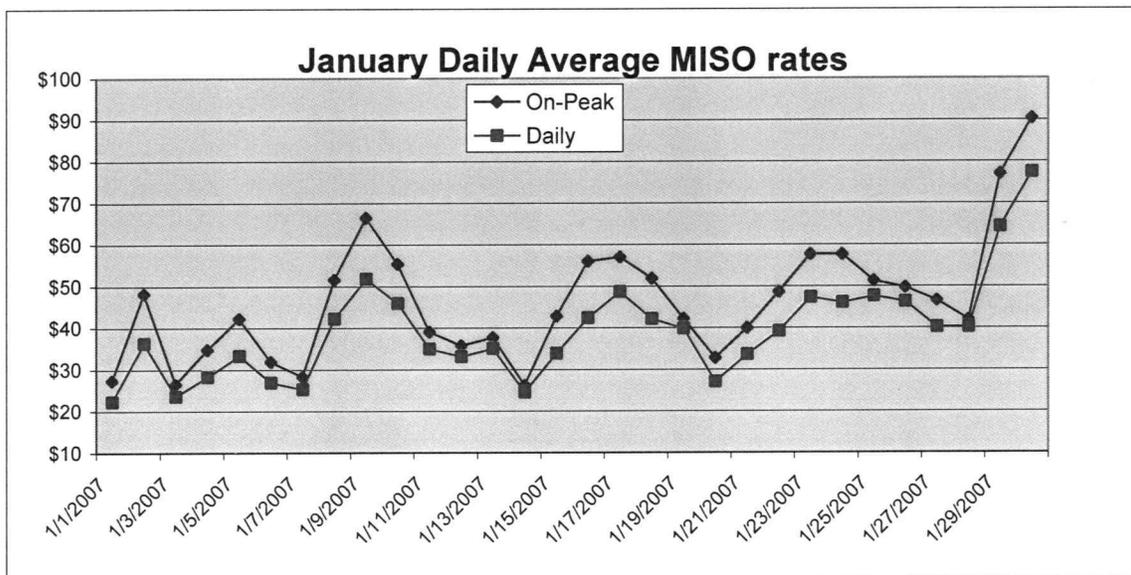
Menasha Utilities
Steam Detail
For the Month Ending January 31, 2007

	Current Month			Annual
	Actual	Poyry Report	Variance	Poyry Report
<u>Operating Revenues</u>				
Steam Sales - Sonoco	\$709,567.08	\$821,939.00	(\$112,371.92)	\$8,197,483.00
Steam Sales - Alcan	31,147.84	70,999.00	(39,851.16)	538,789.00
Steam Sales - Whiting	36,461.26	70,999.00	(34,537.74)	538,788.00
Electric Sales	99,250.61	253,639.00	(154,388.39)	2,328,510.00
MISO Sales	79,247.84	193,117.00	(113,869.16)	3,254,985.00
Total Operating Revenues	955,674.63	1,410,693.00	(455,018.37)	14,858,555.00
Operation and Maintenance Expenses				
<u>Steam Power Generation</u>				
Labor	102,152.32	96,891.50	5,260.82	1,162,698.00
Coal	501,298.85	759,150.00	(257,851.15)	7,362,731.00
Ash Disposal		6,800.00	(6,800.00)	74,718.00
Other Fuel Expenses	652.18		652.18	
Steam Expenses	1,162.02	8,633.33	(7,471.31)	103,600.00
City Water and Sewer	17,775.14	16,574.92	1,200.22	198,899.00
Electric Expenses	927.70	2,158.33	(1,230.63)	25,900.00
Miscellaneous Steam Power Expenses	3,034.41	2,590.00	444.41	31,080.00
Auxillary Power	71,999.88	61,422.08	10,577.80	737,065.00
Maintenance of Structures		1,295.00	(1,295.00)	15,540.00
Maintenance of Boiler Plant	5,253.47	17,266.67	(12,013.20)	207,200.00
Maintenance of Electric Plant	357.48	4,316.67	(3,959.19)	51,800.00
Total Steam Power Generation	704,613.45	977,098.50	(272,485.05)	9,971,231.00
<u>Distribution Expenses</u>				
Chemical Expense	12,158.58	11,568.67	589.91	138,824.00
Total Distribution Expenses	12,158.58	11,568.67	589.91	138,824.00
<u>Administrative and General Expenses</u>				
Administrative and General Salaries	2,024.64	6,943.17	(4,918.53)	83,318.00
Office Supplies and Expenses	138.80	454.92	(316.12)	5,459.00
Outside Services Employed	1,790.42	2,162.00	(371.58)	22,993.00
Property Insurance	3,373.61	3,338.75	34.86	40,065.00
Injuries and Damages	1,292.19	3,684.33	(2,392.14)	44,212.00
Employee Pensions and Benefits	26,532.96	34,912.93	(8,379.97)	418,955.00
Miscellaneous General Expenses	94.21	3,720.67	(3,626.46)	20,473.00
Vehicle Clearing	1,253.61		1,253.61	
Power Operated Clearing	818.36		818.36	
Rents	50.00	50.00		600.00
Maintenance of General Plant	28.38		28.38	
Total Administrative and General Expenses	37,397.18	55,266.77	(17,869.59)	636,075.00
Total Operation and Maintenance Expenses	754,169.21	1,043,933.94	(289,764.73)	10,746,130.00
<u>Other Operating Expenses</u>				
Depreciation Expense	88,682.45	10,891.83	77,790.62	130,702.00
GE Water Treatment Lease Expense	29,166.03	29,166.00	0.03	349,992.00
PILOT	69,829.07	43,147.00	26,682.07	517,764.00
Taxes	8,611.48	6,901.08	1,710.40	82,813.00
Total Other Operating Expenses	196,289.03	90,105.91	106,183.12	1,081,271.00
Total Operating Expenses	950,458.24	1,134,039.85	(183,581.61)	11,827,401.00
Net Operating Income (Loss)	5,216.39	276,653.15	(271,436.76)	3,031,154.00
<u>Other Income</u>				
Interest and Dividend Income	6,589.73	9,073.00	(2,483.27)	108,876.00
Total Other Income	6,589.73	9,073.00	(2,483.27)	108,876.00
Income Before Interest Charges	11,806.12	285,726.15	(273,920.03)	3,140,030.00
<u>Interest Charges</u>				
Interest on Long-Term Debt	107,345.63	90,814.42	16,531.21	1,089,773.00
Amortization of Debt Discount and Expense	22,472.24		22,472.24	
Interest on Debt to Municipality	64,615.42	56,166.67	8,448.75	674,000.00
Total Interest Charges	194,433.29	146,981.09	47,452.20	1,763,773.00
Net Income (Loss)	(182,627.17)	138,745.06	(321,372.23)	1,376,257.00
<u>Noncash Items</u>				
Depreciation Expense	88,682.45	10,891.83	77,790.62	130,702.00
PILOT	69,829.07	43,147.00	26,682.07	517,764.00
Amortization of Debt Discount and Expense	22,472.24		22,472.24	
Total Noncash Items	180,983.76	54,038.83	126,944.93	648,466.00
Total Net Income (Loss) after non-cash items	(1,643.41)	192,783.89	(194,427.30)	2,024,723.00

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STEAM DISTRIBUTION FOR JANUARY 2007

			Monthly Total	Poyry Report	YTD
Total Steam purchased					
Sonoco			72,851	84,388	72,851
Alcan			3,331	7,593	3,331
Whiting			3,900	7,593	3,900
Steam Total	0		80,082	99,574	80,082
	On-Peak	Off-Peak	Monthly Total	Poyry Report	YTD
Total Generation kwh					
Unit #3	1,070,777	1,011,846	2,082,623	2,965,000	2,082,623
Unit #4	0	0	0	0	
Average MISO Price	46.99	29.87	38.05	65.13	38.05
Unit #5	832,567	1,233,479	2,066,046	3,340,000	2,066,046
Average Price			48.04	58.50	48.04
MW Total	1,903,344	2,245,325	4,148,669	6,305,000	4,148,669



Menasha Utilities
Steam Detail
For the Twelve Months Ending December 31, 2006

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Year-to-Date
Actual

<u>Operating Revenues</u>	
Steam	\$2,461,716.85
Electric Sales	104,058.07
MISO Sales	1,291,865.37
Total Operating Revenues	3,857,640.29
Operation and Maintenance Expenses	
<u>Steam Power Generation</u>	
Labor	899,892.69
Coal	2,523,908.70
Ash Disposal	63,932.69
Other Fuel Expenses	118,534.34
Steam Expenses	126,017.21
Electric Expenses	4,932.49
Miscellaneous Steam Power Expenses	510,550.75
Maintenance of Structures	2,334.66
Maintenance of Boiler Plant	161,341.18
Maintenance of Electric Plant	18,559.96
Maintenance of Miscellaneous Steam Plant	4,768.86
Total Steam Power Generation	4,434,773.53
<u>Distribution Expenses</u>	
Chemical Expense	108,083.30
Meter Expense	21.14
Maintenance of Mains	788.88
Maintenance of Meters	187.40
Total Distribution Expenses	109,080.72
<u>Administrative and General Expenses</u>	
Administrative and General Salaries	25,333.18
Office Supplies and Expenses	5,066.67
Outside Services Employed	88,652.34
Property Insurance	31,037.41
Injuries and Damages	1,366.52
Employee Pensions and Benefits	204,558.64
Miscellaneous General Expenses	1,215.29
Rents	400.00
Maintenance of General Plant	340.32
Total Administrative and General Expenses	357,970.37
Total Operation and Maintenance Expenses	4,901,824.62
<u>Other Operating Expenses</u>	
Depreciation Expense	530,435.95
GE Water Treatment Lease Expense	320,826.33
PILOT	429,484.95
Taxes	62,644.95
Total Other Operating Expenses	1,343,392.18
Total Operating Expenses	6,245,216.80
Net Operating Income (Loss)	(2,387,576.51)
<u>Other Income</u>	
Interest and Dividend Income	99,758.01
Miscellaneous Nonoperating Income	5.44
Total Other Income	99,763.45
Income Before Interest Charges	(2,287,813.06)
<u>Interest Charges</u>	
Interest on Long-Term Debt	369,160.56
Amortization of Debt Discount and Expense	176,286.06
Interest on Debt to Municipality	179,666.67
Other Interest Expense	512,973.23
Total Interest Charges	1,238,086.52
Net Income (Loss)	(3,525,899.58)
<u>Noncash Items</u>	
Depreciation Expense	530,435.95
PILOT	429,484.95
Amortization of Debt Discount and Expense	176,286.06
Total Noncash Items	1,136,206.96
Total Net Income (Loss) after non-cash items	(2,389,692.62)

All interest was
FINANCED through borrowings

Added back

(1,511,606) Net income

**Menasha Utilities
Balance Sheet
Steam Summary
December 31, 2006**

	<u>Current Month Balance</u>	<u>12/31/05 Balance</u>	<u>Difference</u>
ASSETS AND OTHER DEBITS			
UTILITY PLANT			
Utility Plant (101-107)	\$48,067,557.15	\$30,658,871.18	\$17,408,685.97
Less: Accum. Provision for Depr and Amortization (111-116)	(7,406,153.49)	(6,655,440.39)	(750,713.10)
Net Utility Plant	40,661,403.66	24,003,430.79	16,657,972.87
Total Net Utility Plant	40,661,403.66	24,003,430.79	16,657,972.87
OTHER PROPERTY AND INVESTMENTS			
Special Funds (125-128)	1,650,000.00	6,383,945.09	(4,733,945.09)
Total Other Property and Investments	1,650,000.00	6,383,945.09	(4,733,945.09)
CURRENT AND ACCRUED ASSETS			
Cash and Working Funds (131-135)	10,040.53	305,883.69	(295,843.16)
Notes Receivable (141)	0.00	500,000.00	(500,000.00)
Customer & Other Accounts Receivable (142-143)	349,804.53	3,500.00	346,304.53
Materials and Supplies (151-163)	271,893.22	7,309.80	264,583.42
Prepayments (165)	2,221.19	995.65	1,225.54
Interest and Dividends Receivable (171)	16,862.41	32,226.13	(15,363.72)
Total Current and Accrued Assets	650,821.88	849,915.27	(199,093.39)
DEFERRED DEBITS			
Unamortized Debt Discount and Expense (181)	651,314.77	345,351.33	305,963.44
Other Deferred Debits (182-186)	1,992.95	60.47	1,932.48
Total Deferred Debits	653,307.72	345,411.80	307,895.92
Total Assets and Other Debits	\$43,615,533.26	\$31,582,702.95	\$12,032,830.31
LIABILITIES AND OTHER CREDITS			
PROPRIETARY CAPITAL			
Capital Paid in by Municipality (200)	3,804,453.58	3,371,774.53	432,679.05
Unappropriated Earned Surplus (216)	86,999.37	86,999.37	0.00
Current Earnings (217)	(3,525,899.58)	0.00	(3,525,899.58)
Total Proprietary Capital	365,553.37	3,458,773.90	(3,093,220.53)
LONG-TERM DEBT			
Bonds (221-222)	24,160,000.00	12,660,000.00	11,500,000.00
Advances from Municipality (223)	15,015,000.00	11,000,000.00	4,015,000.00
Payable from Water Utility to Electric	572,550.00	0.00	572,550.00
Other Long-Term Debt (224)	2,323,528.78	1,494,725.01	828,803.77
Total Long-Term Debt	42,071,078.78	25,154,725.01	16,916,353.77
CURRENT AND ACCRUED LIABILITIES			
Accounts Payable (232-235)	634,742.75	2,656,360.29	(2,021,617.54)
Taxes Accrued (236)	0.00	12,776.40	(12,776.40)
Interest Accrued (237)	363,236.68	183,569.50	179,667.18
Miscellaneous Current and Accrued Liabilities (242)	5,026.37	3,101.62	1,924.75
Total Current and Accrued Liabilities	1,003,005.80	2,855,807.81	(1,852,802.01)
DEFERRED CREDITS			
Other Deferred Credits (253)	175,895.31	113,396.23	62,499.08
Total Deferred Credits	175,895.31	113,396.23	62,499.08
Total Liabilities and Other Credits	\$43,615,533.26	\$31,582,702.95	\$12,032,830.31



RBC Capital Markets
Sullo 1500
1000 N. Water Street
Milwaukee, WI 53202
(866) 612-3208 Toll Free

Menasha Utilities Steam Co.
Cash Flow

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Resolution Defined Net Revenues (Jaaikko Pöyry Operating Margin)	3,788,495	3,050,076	3,130,903	3,200,744	3,314,731	3,433,001	3,555,692	3,682,946	3,814,911	3,951,734	4,093,570	4,240,574	4,392,906	4,550,731
Revenue Debt Service														
Revenue BAN (\$12.66m) due 9/1/2009	550,710	550,710	550,710											
Revenue BAN (\$11.5m) dated 12/1/2006 due 9/1/2009 5.70%	491,625	655,500	655,500											
Revenue Bonds (\$22.745m) dated 9/1/2009 due 9/1/2025 6.5%				2,519,650	2,519,850	2,521,150	2,518,225	2,521,075	2,519,050	2,517,150	2,520,050	2,522,100	2,517,975	2,517,675
Subtotal revenue debt	1,042,335	1,206,210	1,206,210	2,519,650	2,519,850	2,521,150	2,518,225	2,521,075	2,519,050	2,517,150	2,520,050	2,522,100	2,517,975	2,517,675
remaining revenues	2,746,160	1,843,866	1,924,693	681,094	794,881	911,851	1,037,467	1,161,871	1,295,861	1,434,584	1,573,520	1,718,474	1,874,931	2,033,056
GO Debt Service (Jr. Lien)														
GO Note (\$11m) due 9/1/2007 callable 9/1/2006	539,000													
NANs (\$2.675m) dated 12/1/2006 due 9/1/2011 @ 5.20% callable 9/1/2009	104,325	139,100	139,100	139,100										
GO Refunding Bonds (\$12.575m) dated 9/1/2007 due 9/1/2026 6%		754,500	754,500	999,500	1,189,800	1,222,800	1,222,200	1,224,800	1,220,300	1,224,000	1,225,300	1,224,200	1,220,700	1,224,800
GO Refunding Bonds (\$4.42m) dated 9/1/2011 due 9/1/2031 6%						385,200	383,000	385,500	387,400	383,700	384,700	385,100	384,900	384,100
GO Note (\$1.34m for Sonoco) dated 12/1/2006 due 9/1/2007 5.30%	53,265													
Subtotal GO Debt (Jr. Lien)	696,590	893,600	893,600	1,138,600	1,328,900	1,608,000	1,605,200	1,610,300	1,607,700	1,607,700	1,610,000	1,609,300	1,605,600	1,608,900
remaining revenues Prior to depreciation and PILOT	2,049,570	950,266	1,031,093	-457,506	-534,019	-696,149	-567,733	-448,429	-311,839	-173,116	-36,480	109,174	269,331	424,156
Cumulative remaining revenues			4,030,929											
Proposed debt buydown			-1,000,000											
Funds remaining to fund debt service, depreciation, PILOT, etc.			3,030,929											

Item 3
2 sheets

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**Menasha Utilities Steam Co.
 Cash Flow**

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Resolution Defined Net Revenues (Jaakko Pöyry Operating Margin)	4,714,214	4,883,526	5,058,841	5,240,336	5,428,190						
Revenue Debt Service											
Revenue BAN (\$12.66m) due 9/1/2009											
Revenue BAN (\$11.5m) dated 12/1/2006 due 9/1/2009 5.70%											
Revenue Bonds (\$22.745m) dated 9/1/2009 due 9/1/2025 6.5%	2,520,550	2,520,950	2,518,550	2,518,025	2,518,725						
Subtotal revenue debt	2,520,550	2,520,950	2,518,550	2,518,025	2,518,725	0	0	0	0	0	0
remaining revenues	2,193,664	2,362,576	2,540,291	2,722,311	2,909,465	0	0	0	0	0	0
GO Debt Service (Jr. Lien)											
GO Note (\$11m) due 9/1/2007 callable 9/1/2006											
NANs (\$2.675m) dated 12/1/2006 due 9/1/2011 @ 5.20% callable 9/1/2009											
GO Refunding Bonds (\$12.575m) dated 9/1/2007 due 9/1/2026 6%	1,220,900	1,224,300	1,224,400	1,221,200	1,224,700	1,224,300					
GO Refunding Bonds (\$4.42m) dated 9/1/2011 due 9/1/2031 6%	387,700	385,400	387,500	383,700	384,300	384,000	387,800	385,400	387,100	387,600	386,900
GO Note (\$1.34m for Sonoco) dated 12/1/2006 due 9/1/2007 5.30%											
Subtotal GO Debt (Jr. Lien)	1,608,600	1,609,700	1,611,900	1,604,900	1,609,000	1,608,300	387,800	385,400	387,100	387,600	386,900
remaining revenues Prior to depreciation and PILOT	585,064	752,876	928,391	1,117,411	1,300,465	-1,608,300	-387,800	-385,400	-387,100	-387,600	-386,900



321 Milwaukee Street • P.O. Box 340 • Menasha, WI 54952-0340 • www.menashautilities.com

Date: February 28, 2007

To: Menasha City Council

From: Doug Young, General Manager
Melanie Krause, Manager of Business Operations

RE: Steam Utility PILOT Payment

The electric and water utility currently have established levels for their PILOT payment. We have attached a letter to establish some guidelines for the Steam Utility PILOT payments. This was approved at the Menasha Utilities Commission Meeting on February 28 and the Commission is recommending the approval of this letter to the City Council.



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This letter addresses the Steam Utility PILOT payment between the City of Menasha and Menasha Utilities. It is agreed that the PILOT payments from the steam utility to the City of Menasha will be evaluated on an annual basis. The full amount of PILOT for 2006, during startup of the steam utility, will be considered capital paid in by municipality. In the future, if there is agreement from both parties, the steam utility PILOT payment can be used to offset debt service of the steam utility and will be held in the Bond redemption account until the semi-annual payments are due or when the notes/bonds are callable. If this amount is used for debt service it will be considered capital paid in by the municipality on the books of the utility. The portion of the PILOT payment not remitted to the city from steam can not be used by the utilities for any other purpose other than steam debt retirement including principal and interest on revenue, NAN and GO financing under this agreement.

Effective date 12/31/06.

Douglas Young

Mayor Joe Laux

Steam Plant Work-Out Plan

DRAFT 2/28/07

Background:

Menasha Utilities (MU) converted a Steam Generation Plant to a centralized steam generating utility in 2006, serving 3 steam customers and generating electricity. The plant currently burns PRB coal and has installed a baghouse for air emission control. Major new components included in this project: steam and condensate piping system to the customers, customer metering, steam conditioning equipment with pump skids, coal unloading and storage system, 7MW backpressure T/G, new DCS, internal plant low pressure valves and piping. During this project, the original consulting engineer was replaced by Marathon Engineering. MU is currently arbitrating this matter.

Prior to bond issuance, Poyry performed a Due Diligence check of the Menasha Utilities Business Plan, issued in November 2007. The assumptions used in the model were incorrect and revenues are insufficient to meet long term debt requirements. As a result Menasha Utilities and the City of Menasha are now faced with \$40M debt. The Workout Plan is goal is to recommend options for Menasha Utilities and the City.

Work-out Plan:

Considering the current position, Menasha Utilities and/or the City of Menasha is seeking professional advice to guide the Council through the next analysis. The analysis will include renegotiation of various contracts, review of current operations, and comment on exiting situation.

Menasha Staff Activities and Analysis: MU staff has completed the following tasks:

- 1) Revised Poyry model to reflect current conditions, including real time links to steam sales and electric generation, such that better financial estimates of current operations. MU has a good understanding of the technical and economic components impacting the bottom line.
- 2) RFPs sent and received for coal contract, both annual and multi-year.
- 3) Identified and recommended reliability and efficiency projects.
- 4) Modified the WPPI electric Purchase Power Agreement to now include capacity payments and Day Ahead MISO market.
- 5) Contracted to study and recommend solutions to resolve Coal Building vibration issues.

Issues to be resolved:

- 1) The business model overestimated steam and MISO revenues.
- 2) About 15% less steam is sold on an annual basis than expected in the Business Plan.
- 3) Additional capital was required to correct a variety of issues including desuperheater problems, RO system startup, backpressure turbine startup, and ID fan repairs. These systems are currently working.
- 4) There were delays in revenue from the backpressure turbine startup and commissioning issues must be resolved by the turbine manufacturer.

- 5) There are excessive vibrations in the coal unloading building.
- 6) Capital and spare parts are insufficient.
- 7) Coal contract will require to be extened from June 1, 2007.
- 8) Coal quality issues existed Nov to Jan- high moisture and low BTU.
- 9) In-plant steam loads more than expected.
- 10) Steam contracts will require renegotiation. The present steam rates are based on selling 200K lbs. per hour- actual peak 140K.
- 11) Review potential new customers (SCA or Gunderson Cleaners)

Criteria:

Must be willing to submit a report to ether the Commission and//or City Council. This may include the following. Future tasks may include assistance in implementing any or all of the listed items.

- Debt Coverage
- Financial and technical analysis of why the current business plan is not working.
- Specific recommendations to improve the current cash flow situation.
- Recommendation to sell the steam utility.

List of Potential Candidates:

individuals:

1. **Benetech** (vendor) and **Ray Osness**
2. **Bill Dunlap**- AMEC, worked on Minergy project concept
3. **Steve Sherner/Bruce Bowers**- retired Minnesota Power employees
4. **Richard Garcia***- economic/financial viability, \$300/hr.
5. **Witt Russel**- consultant Wash, DC
6. **George Henefield***- retired Southern Co./ WE Energies
7. **John Michels***- freelance worker with Poyry, knowledge of MU project

firms:

8. **Sargent and Lundy***- WPPI is using for project in Michigan
9. **Baisch Engineering***- local, Kaukauna, similar to Poyry
10. **RMT***- Brookfield, WI, respected energy consultant
11. **Burns and McDonald***- Kansas City, MO large world wide consulting firm
12. **Stanley Engineering***- Muscatine, IA, worked on similar municipal utility steam project and was used in the '70's precipator installation at the Menasha Plant
13. **Framatone, ANP (Areva)***- Minneapolis, MN- worked on a 2002 dispatching enhancement study for the Menasha Plant

* MU has limited bio information available

**DIVISION OF PUBLIC HEALTH
PREPAREDNESS PANDEMIC INFLUENZA CONTRACT AGREEMENT
DPH CONTRACT #14965**

Contract Preamble

This Contract Agreement is entered into for the period **September 1, 2006 through August 31, 2007**, by and between the State of Wisconsin represented by its **Division of Public Health of the Department of Health and Family Services**, whose principal business address is One West Wilson Street, PO Box 2659, Madison WI 53701-2659, hereinafter referred to as Contractor, and **Menasha Health Department**, whose principal business address is 140 Main Street, Menasha, WI 54952-3190, hereinafter referred to as Contractee.

The Contractee address above is the address to which payments shall be mailed. If any legal notices required to be sent to the Contractee in the execution of this Contract Agreement should be sent to an address different from the Contractee address noted above, that address should be provided below:

Whereas, the Contractor wishes to purchase services from the Contractee as it is authorized to do by Wisconsin law; and Whereas, the Contractee is engaged in furnishing the desired services; Now, therefore, the Contractor and the Contractee agree as follows:

I. SERVICES TO BE PROVIDED

The Contractee agrees to provide services consistent with the purposes and conditions of the objectives that it has agreed to attain within the contract period. A detailed description of the objectives to be attained and the documentation associated with that attainment is part of this Contract Agreement as listed in Exhibits I and II, which are attached to this Agreement. The Contractee also agrees to provide to the Contractor documentation (as agreed to in negotiations with the Contractor) of the attainment of those objectives no later than 30 days after the end of the contract period or as specified in Exhibit II.

II. CONTRACT ADMINISTRATION

The Contractor's Contract Administrator is **Dennis Hibray** of the Division of Public Health, whose principal business address is 200 N. Jefferson Street, Suite 511, Green Bay, WI 54301-5123. The telephone number of the Contractor's Contract Administrator is (920) 448-5220. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractor will contact the Contractee and designate a new Contract Administrator.

The Contractee's Contract Administrator is **Susan Nett**, whose principal business address is 140 Main Street, Menasha, WI 54952-3190. The telephone number of the Contractee's Contract Administrator is (920) 967-5119. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractee will contact the Contractor and designate a new Contract Administrator.

III. PAYMENT LIMIT

The Contractor agrees to pay the Contractee in accordance with the terms and conditions of this Contract Agreement, an amount not to exceed **\$10,080**. This amount is contingent upon receipt of sufficient funds by the Contractor.

The Contractor will not make payments in excess of the Contract Agreement amounts, with the exception of performance-based incentive funds pursuant to Section XXI.

IV. PAYMENT PROCESS

1. Payments will be made on a monthly basis. The Contractee will receive one-twelfth (1/12) of the total contract amount each month unless Contractee has failed to maintain quality criteria or proposed progress towards achievement of Contract Agreement objectives as determined by the Contractor. In these situations, the Contractor can make reductions in the monthly payment pursuant to Section XVI.
2. All payments shall be released by the Department on the last business day before the fifth day of the month for municipalities, or the last business day of each month for nonmunicipalities, with the exception that the payment that would normally be released on the last working day of June shall be released instead on the first working day of July. Checks will be mailed to the Contractee's principal business address unless the Contractee requests, in writing, subject to approval, that the Department mail the checks to a different address.

V. PROGRAM REPORTING

1. The Contractee shall comply with the program reporting requirements of the Contractor as specified during the negotiation process and as stated in Exhibits I and II of this Contract Agreement. The required reports shall be forwarded to the Contractor's Contract Administrator according to the schedule as specified in Exhibits I and II.
2. Failure to submit the reports specified in the reporting instructions may result in the Contractor rendering sanctions pursuant to Section XVI of this contract.

VI. STATE AND FEDERAL RULES AND REGULATIONS

1. The Contractee agrees to meet State and Federal laws, rules and regulations, and program policies applicable to this Contract Agreement.
2. The Contractee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which prohibits tobacco smoke in any portion of a facility owned or leased or contracted for by an entity which receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.
3. Affirmative Action Plan/Civil Rights Compliance

Affirmative Action Plans

- A. An Affirmative Action Plan is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment, (2) internal and external dissemination of the policy, (3) assignment of a key employee as the equal opportunity officer, (4) a workforce analysis that identifies job classifications where there is an under representation of women, minorities, and persons with disabilities, (5) goals must be directed to achieving a balanced workforce, specific and measurable, having an implementation target date between six months and two years, and having a plan of action or description of procedures to implement the goals, (6) revision of employment practices to ensure that they do not have discriminatory effects, and (7) establishment of internal monitoring and reporting systems to regularly measure progress.
- B. An Affirmative Action Plan is required from a Contractee who receives a contract from the Contractor in the amount of \$25,000 or more and who has a workforce of twenty-five (25) or more employees as of the award date, unless the Contractee is exempt by criteria listed in the Wisconsin Office of Contract Compliance, Department of Administration's Instruction for Vendors Affirmative Action Requirements (DOA-3021P (R06/96) s. 16765, Wis. Stats.), page 2. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal contracts over \$25,000, must submit Affirmative Action Plans in the same manner as other Contractees

- C. In addition, for agreements of twenty-five thousand (\$25,000) or more, regardless of workforce size, the Contractee shall conduct, keep on file, and update annually, a separate and additional accessibility self-evaluation of all programs and facilities, including employment practices for compliance with ADA regulations, unless an updated self evaluation under Section 504 of the Rehabilitation Act of 1973 exists which meets the ADA requirements. Contractees are to contact the Affirmative Action/Civil Rights Compliance Office, Department of Health and Family Services, One West Wilson Street, Room 561, PO Box 7850, Madison WI 53707-7850, for technical assistance on Equal Opportunity.

Civil Rights Compliance

- A. For agreements for the provision of services to clients, the Contractee must comply with Civil Rights requirements. Contractees with an annual workforce of less than twenty-five (25) employees, regardless of contract amount, and Contractees with contracts of less than \$25,000 are not required to submit a Civil Rights Compliance Action Plan, however, they must submit a Civil Rights Compliance Letter of Assurance. Contractees with an annual workforce of twenty-five (25) employees or more and contract agreements of \$25,000 or more shall submit a written Civil Rights Compliance Plan which covers a three-year period within fifteen (15) working days of the award date of the agreement or contract.
- B. The Contractee assures that it has submitted to the Contractor's Affirmative Action /Civil Rights Compliance Office a current copy of its three-year Civil Rights Compliance Action Plan for meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the American with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act. If the Plan was reviewed and approved during the previous year, a plan update must be submitted for this Contract Agreement period.
- 1) No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, sexual orientation, religion, sex, disability or age. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the Contractee are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.
 - 2) No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability (as defined in Section 504 and the American with Disability Act of 1990), or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non use of lawful products outside of working hours. All employees of the Contractee are expected to support goals and programmatic activities relating to non-discrimination in employment.
 - 3) The Contractee shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator, and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to the Contractor's standards and the Contractee shall post the complaint process notice translated into the major primary languages of the limited English Proficient (LEP) participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The

Contractee shall not request interpretation services from family members, friends and minors.

- 4) The Contractee agrees to comply with the Contractor's guidelines in the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003)) or subsequent revisions.
 - 5) Requirements herein stated apply to any subcontracts or grants. The Contractee has primary responsibility to take constructive steps, as per the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003), to ensure the compliance of its subcontractors. However, where the Contractor has a direct contract with another Contractee's subcontractor, the Contractee need not obtain a Subcontractor or Subgrantee Civil Rights Compliance Plan or monitor that subcontractor.
 - 6) The Contractor will monitor the Civil Rights Compliance of the Contractee. The Contractor will conduct reviews to ensure that the Contractee is ensuring compliance by its subcontractors or grantees according to guidelines in the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity and Limited English Proficiency, Civil Rights Compliance Plan for Profit and Non-Profit Entities, DWSD- 14045 (R. 11/2003). The Contractee agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by Contractee, as well as interviews with staff, clients, and applicants for services, subcontractors, providers, and referral agencies. The reviews will be conducted according to Department procedures. The Contractor will also conduct reviews to address immediate concerns of complainants.
 - 7) The Contractee agrees to cooperate with the Contractor in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.
- C. The Contractee agrees that it will: (1) hire staff with special translation or sign language skills and/or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client; (2) provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and in the processing of complaints or appeals; (3) train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; (4) make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired; (5) post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

VII. SUBCONTRACTS

1. The Contractee may subcontract all or part of this Contract Agreement as agreed to during contract negotiation. The Contractor reserves the right of approval for any subcontracts and the Contractee shall report information relating to subcontracts to the Contractor. A change in a subcontractor or a

change from direct service provision to a subcontract may only be executed with the prior written approval of the Contractor. In addition, Contractor approval may be required regarding the terms and conditions of the subcontracts, and the subcontractors selected. Approval of the subcontractors will be withheld if the Contractor reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided, objectives to be attained, or required quality criteria.

2. The Contractee retains responsibility for fulfillment of all terms and conditions of this Contract Agreement when it enters into sub-contractual agreements and will be subject to enforcement of all the terms and conditions of this Agreement.
3. Recoupment of Contractor payments to the Contractee for failure to comply with either the attainment of contract objectives or the maintenance of quality criteria by either the Contractee or its subcontractor(s) will be made from the Contractee.

VIII. GENERAL PROVISIONS

1. Any payments of monies to the Contractee by the Contractor for services provided under this Contract Agreement shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.
2. The Contractee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
3. The Contractee shall not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Contract Agreement without the written consent of the employer of such person or persons and of the Contractor.
4. This Contract Agreement is voidable if the Contractee is a state public official, a member of a state public official's immediate family, or an organization in which the official or immediate family member owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness and failed to make the written disclosure required under sec. 19.45 Wis. Stats. This disclosure is required to be made to the State of Wisconsin Ethics Board, 44 East Washington Avenue, Suite 601, Madison WI 53703-2800, [Telephone (608) 266-8123].
5. If the Contractee or any subcontractor is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Contract Agreement that it possesses a certificate of authority from the Wisconsin Secretary of State, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Chapters 180 and 181, Wisconsin Statutes, relating to foreign corporations.
6. The Contractee agrees that funds provided under this Contract Agreement shall be used to supplement or expand the Contractee's current public health service efforts, not to replace or allow for the release of available local (Contractee) funds for alternative uses. If the Contractor determines that local funds supporting public health services or funds under this Agreement have been released for alternative uses (supplanting), the Contractee may be subject to a proportionate reduction in funding under this Agreement in the current or subsequent contract year.

IX. ACCOUNTING REQUIREMENTS

1. For Contract Agreements of twenty-five thousand dollars (\$25,000) or more, the Contractee shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. (See DHFS' *Accounting Principles and Allowable Cost Policy Manual*, available upon request from the Contract

Administrator or from the Program Evaluation and Audit Section, Office of Strategic Finance, Department of Health and Family Services, One West Wilson Street, PO Box 7850, Madison WI 53707-7850.)

2. For Contract Agreements of less than twenty-five thousand dollars (\$25,000), the Contractee shall at least maintain a simplified double entry bookkeeping system as defined in the Department's *Accounting Principles and Allowable Cost Policy Manual*.
3. The Contractee's accounting system shall allow for accounting of total funds included in this Contract Agreement, and document that contract funds were not diverted outside of such set of programs. Diversion outside of the set of programs included in this Agreement will be subject to recoupment.
4. As an innovation involving Federal funds, the Department is in the process of securing Federal agreement to the accounting reforms in this contract. Until such time as the Contractee receives final written notice from the Contractor that the Federal government has waived program specific cost based reporting requirements for all programs in this Contract Agreement, the Contractee shall maintain sufficient information within their accounting records to provide costbased information by program. The Contractee shall provide this information to the Contractor electronically, via the Web-based Grants and Contracts (GAC) application, upon request for statewide reconciliation; however, the Contractor will not request this information unless necessary to support the claiming of Federal funds.
5. If program specific cost information is requested under paragraph 4 above the Contractee shall provide the information within ninety (90) days after the end of the contract period. The Contractor will make the request in writing at least 30 days prior to the specified due date for such information; will limit the breakdown of the information to what is required by the Contractor's funding sources and; will only request the information as of the end of the contract period for the full contract period.
6. The Contractee shall reconcile costs and match to expenses recorded in the Contractee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Contractee agrees that reconciliation will be completed at least quarterly, will be documented, and supplied to the Contractor upon request. The Contractee shall retain the reconciliation documentation in accordance with the record retention requirement specified in Section XIV.
7. Monthly submittals of expenditure reports on the use of funds within this Contract Agreement are not required for contract payment purposes.
8. Nothing in this Section precludes the Contractee from keeping such information as needed for its internal management purposes.
9. Expenditures of funds from this Contract Agreement must meet the Department's allowable cost definitions as defined in the Department's *Accounting Principles and Allowable Cost Policy Manual*.

X. CHANGES IN ACCOUNTING PERIOD

1. The Contractee's accounting records are maintained on a fiscal year basis, beginning on the date indicated in the CARS Payment Information section of this contract. During the contract period, the accounting period may only be changed with prior written approval from the Contractor. The Contractor may approve a change in accounting period only if the Contractee has a substantial, verifiable business reason for changing the accounting period and agrees to submit a closeout audit, as defined in section (XII, 8), within 90 days after the first day of the new accounting period.
2. Proof of Internal Revenue Service approval shall be considered verification that the Contractee has a substantial business reason for changing its accounting period.

3. A change in accounting period shall not relieve the Contractee of reporting or audit requirements of this Contract Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

XI. PROPERTY MANAGEMENT REQUIREMENTS

1. Property insurance coverage will be provided by the Contractee for fire and extended coverage of any equipment funded under this Contract Agreement which the Contractor retains ownership of, and which is in the care, custody and control of the Contractee.
2. The Contractor shall have all ownership rights in any hardware funded under his Contract Agreement or supplied by the Contractor and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Agreement. The Contractee is responsible for keeping all of Contractor's property secure from theft, damage or other loss.
3. The Contractee agrees that if any materials are developed under this Contract Agreement, the Contractor shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Agreement, shall be promptly and fully reported to the Contractor.

XII. AUDIT REQUIREMENTS

1. Requirement to Have an Audit: Unless waived by the Contractor, the Contractee shall submit an annual audit to the Contractor if the total amount of annual funding provided by the Contractor (from any and all of its Divisions taken collectively) through this and other contracts is \$25,000 or more. In determining the amount of annual funding provided by the Contractor, the Contractee shall consider both: (a) funds provided through direct contracts with the Contractor; and (b) funds from the Contractor passed through another agency which has one or more contracts with the Contractee.
2. Audit Requirements: The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, s.46.036, Wis. Stats., *Government Auditing Standards*, and other provisions in this Contract Agreement. In addition, the Contractee is responsible for ensuring that the audit complies with other standards that may be applicable depending on the type of Contractee and the nature and amount of financial assistance received from all sources:
 - Federal OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations," which applies only to Contractees that expend \$500,000 from all federal funding sources (this grant and other grants, direct or indirect, from this Contractor or another) during a Contractee's fiscal year.
 - The *State Single Audit Guidelines (SSAG)*, which are applicable to local governments having A-133 audits; and/or
 - The *Provider Agency Audit Guide (PAAG)*. All Contractees that do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.
3. Reporting Package: The Contractee shall submit to the Contractor a reporting package which includes the following:
 - A. Financial statements and other audit schedules and reports required for the type of audit applicable to the Contractee.

- B. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
 - C. Management responses/corrective action plan for each audit issue identified in the audit.
 - D. If program specific cost-based information is needed, the Contractor may require it as part of the reporting package.
4. Submitting the Reporting Package: The Contractee shall submit the required reporting package to the Contractor either: (a) within nine months of the end of the Contractee's fiscal year if the Contractee is a local government, or (b) within 180 days of the end of the Contractee's fiscal year for non-governmental Contractee agencies. Two copies of the audit report must be sent to the Contractor at the following address:

Office of Audit
Division of Management and Technology
Wisconsin Department of Health and Family Services
1 West Wilson Street
P.O. Box 7850
Madison, WI 53707-7850

5. Access to Auditor's Work Papers: When contracting with an audit firm, the Contractee shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.
6. Access to Contractee Records: The Contractee shall permit appropriate representatives of the Department and/or the Contractor to have access to the Contractee's records and financial statements as necessary to review Contractee's compliance with the Federal and State requirements for the use of the funding.
7. Failure to Comply with the Requirements of this Section: In the event that the Contractee fails to have an appropriate audit performed or fails to provide a complete audit report to the Contractor within the specified timeframes, in addition to applying one or more of the sanctions available in Section XVI of this contract, the Contractor may:
- A. Conduct an audit or arrange for an independent audit of the Contractee and charge the cost of completing the audit to the Contractee;
 - B. Charge the Contractee for all loss of Federal or State aid or for penalties assessed to the Contractor because the Contractee did not submit a complete audit report within the required timeframe; and/or
 - C. Disallow the cost of audits that do not meet these standards.
8. Closeout Audits:
- A. A specific audit of an accounting period of less than twelve (12) months is required when an agreement is terminated for cause, when the Contractee ceases operations or when the Contractee changes its accounting period (fiscal year). The purpose of the audit is to closeout the short accounting period. The required closeout audit may be waived by the Contractor upon written request from the Contractee, except when the agreement is terminated for cause. The required closeout audit may not be waived when an agreement is terminated for cause.

- B. The Contractee shall ensure that its auditor contacts the Contractor prior to beginning the audit. The Contractor, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Contractee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Contractor, is the responsibility of the Contractee.
- C. The Contractor may require a closeout audit that meets the audit requirements specified in XII, 2. above. In addition, the Contractor may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
- D. All other provisions in the Audit Requirements section apply to Closeout Audits unless in conflict with the specific Closeout Audits requirements.

XIII. OTHER ASSURANCES

- 1. The Contractee shall notify the Contractor in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal Government, State Government or their agents for income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the Contractee, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.
- 2. The Contractee shall notify the Contractor, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of five hundred dollars (\$500), or when total past due liabilities to any one or more vendors exceed one thousand dollars (\$1000), related to the operation of this Contract Agreement for which the Contractor has reimbursed or will reimburse the Contractee. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Contractee to resolve the dispute.
- 3. The Contractor may require written assurance at the time of entering into this Contract Agreement that the Contractee has in force and will maintain for the course of this Agreement employee dishonesty bonding in a reasonable amount to be determined by the Contractor.
- 4. The Contractee certifies that neither the Contractee organization nor any of its principals are debarred, suspended, or proposed for debarment for Federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The Contractee further certifies that potential sub-recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment.

XIV. RECORDS

- 1. The Contractee shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. Records shall be retained for no less than the retention period specified in law or policy. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit, dispute or litigation, and any associated appeal periods, have ended.
- 2. The Contractee will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of the Contractor and its authorized agents, and Federal agencies, in order to confirm the Contractee's compliance with the specifications of this Contract Agreement.

3. The Contractee agrees to retain and make available to the Contractor all program and fiscal records in accordance with the retention period specified in paragraph 1 above. Upon the Contractor's request, at the expiration of the Contract Agreement, the Contractee will transfer at no cost to the Contractor, records regarding the individual recipients who received services from the Contractee under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.
4. The Contractee and its subcontractors shall comply with all State and Federal confidentiality laws concerning the information in both the records it maintains and in any of the Contractor's records that the Contractee accesses to provide the services under this Contract Agreement.

XV. AGREEMENT REVISIONS AND/OR TERMINATION

1. The Contractee agrees to re-negotiate with the Contractor this Contract Agreement or any part thereof in such circumstances as:
 - Increased or decreased volume of services as required by the Contractor;
 - Changes required by State and Federal law or regulations, or court action; or,
 - Increase or reduction in the monies available affecting the substance of this Agreement.

Failure to agree to a re-negotiated Contract Agreement under these circumstances is cause for the Contractor to terminate this Agreement.

2. This Contract Agreement can be terminated for any reason by a 30-day written notice by either party.
3. Revision of this Contract Agreement may be made by mutual agreement. The revision will be effective only when the Contractor and Contractee attach an addendum or amendment to this Agreement, which is signed by the authorized representatives of both parties, except in circumstances in which increased caseload or grant award amount, where such increase in funds is for the same purpose as originally agreed upon, the Agreement may be amended by a unilateral amendment made by the Contractor.
4. The Contractee shall notify the Contractor whenever it is unable to provide the required quality or quantity of services required. Upon such notification, the Contractor shall determine whether such inability will require revision or termination of this Contract Agreement.
5. If the Contractor finds it necessary to terminate this Contract Agreement prior to the stated expiration date for reason other than non-performance by the Contractee, payment by the Contractor shall cease upon termination. Termination of the contract does not nullify the recoupment of funds by the Contractor, per the negotiated Agreement, associated with failure to attain program objectives or the failure to maintain quality criteria.

XVI. NON-COMPLIANCE, SANCTIONS AND REMEDIAL MEASURES

1. If the Contractor determines, after notice to the Contractee and opportunity to respond, that the Contractee:
 - Is out of compliance with the program quality criteria as listed in Exhibit I, the Contractor may withhold part or all of the Contractee's funding at a level deemed appropriate by the Contractor as defined in paragraph 3 below.
 - Has not attained the negotiated objective(s) as listed in Exhibit II, the Contractee shall refund the amount designated in Exhibit II under *Risk Profile*. Recoupments will be collected during the subsequent contract year via an adjustment (decrease) in the CARS monthly payment. In such case

where a Contractee is subject to recoupment and no longer holds a Contract Agreement with the Contractor, the Contractor will issue an invoice to be paid by the Contractee.

The Contractor may also, at its sole discretion, effectuate such refunds by withholding money from future payments due the Contractee at any time during or after the contract period or may recover such funds by any other legal means.

2. Failure to comply with any part of this Contract Agreement may be considered cause for revision, suspension or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the Contractee under this Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Agreement and any other measure that suspends the Contractee's participation in the Agreement if the Contractor determines it is necessary to protect the interests of the State.
3. The Contractee shall provide written notice to the Contractor of all instances of non-compliance with the terms of program quality criteria associated with this Contract Agreement by itself or its subcontractors. Notice shall be given as practicable but in no case later than 15 days after the Contractee became aware, or should have been aware, of the non-compliance. Non-compliance can also be determined by the Division of Public Health Regional Office Contract Administrator through on-site inspection or desk review of documentation. The written notice shall include information on reason(s) for and effect(s) of the non-compliance. The Contractee shall provide the Contractor with a plan to correct the non-compliance and a timetable for the implementation of that plan to correct. The plan to correct must be approved by the Contractor. If at the end of the implementation period, the Contractee is found to still be out of compliance, the Contractor may, at its sole discretion, take whatever action it deems necessary to protect the interests of the State, including withholding part or all of the Contractee's funding, if it reasonably believes that the non-compliance will continue or will reoccur.
4. The Contractee shall provide within 30 days after the end of the contract period (or by the date specified in Exhibit II) to the Contractor via the Contract Administrator, the documentation specified in Exhibit II relating to attainment or failure to attain the objectives agreed to in this Contract Agreement. If any objective is not attained, the Contractor will determine, at its sole discretion, the proportion of non-attainment and will recoup from the Contractee an amount as defined by the Risk Profile identified in Exhibit II. Any degree of non-attainment, as judged by the sole discretion of the Contractor, shall be used by the Contractor in determining the conditions of any continuation of this Agreement.
5. If the Contractor determines that non-compliance with other requirements (not stated in Exhibit I or Exhibit II) in this Contract Agreement has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance and it may impose whatever sanctions or remedial measures it deems necessary to protect the interests of the State. Such sanctions and measures may include termination of the Agreement, suspension of the Agreement as defined in paragraph 2 above, imposing additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.
6. If audits are not submitted when due, the Contractor may take action pursuant to Section XII of this Contract Agreement.
7. If required program deliverables or other required information or reports, other than audits, are not submitted when due, the Contractor may withhold all payments that otherwise would be paid the Contractee under this Contract Agreement until such time as the reports and information are submitted. In addition, the Contractor can hold implementation of continuation of this Agreement pending submittal of this documentation.

XVII. DISPUTE RESOLUTION

If any dispute arises between the Contractor and Contractee under this Contract Agreement, including the Contractor's finding of non-compliance and imposition of sanctions or remedial measures, the following process will be the exclusive administrative review.

1. The Contractor's and Contractee's Contract Administrators will attempt to resolve the dispute, in coordination with the Division of Public Health Regional Office Director and appropriate program staff within the Division.
2. If the dispute cannot be resolved by the Contract Administrators, the Contractee may ask for review by the Administrator of the Division of Public Health.
3. If the dispute is still not resolved, the Contractee may request a final review by the Secretary of the Department of Health and Family Services.

XVIII. INDEMNITY

The Contractor and Contractee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

XIX. SURETY BOND

The Contractor may require the Contractee to have a surety bond. The surety bond shall be in force for the period of the Contract Agreement and shall be a reasonable amount to be determined by the Contractor.

XX. CONDITIONS OF THE PARTIES' OBLIGATIONS

1. This Contract Agreement is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of the Contractor shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.
2. The Contractor and Contractee understand and agree that no clause, term or condition of this Contract Agreement shall be construed to supersede the lawful powers or duties of either party.
3. It is understood and agreed that the entire Contract Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XXI. SPECIAL PROVISIONS

1. If the Contractor determines that the Contractee has exceeded the agreed upon program objective(s) to the level specified in Exhibit II, *Conditions for an Incentive Payment*, the Contractee may be eligible to receive performance-based incentive funds if such funds are available as determined by the Contractor.
2. The Contractor may make these incentive awards at its discretion based on the amount of available incentive funding and the terms of agreement with the Federal agency(s) as to the distribution of such incentive funding. The awards will be made during the subsequent contract year via an adjustment (increase) in the monthly CARS payment. In such case where a Contractee is eligible for an incentive payment and no longer holds a contract agreement with the Contractor, the Contractor will make a separate payment to the Contractee. The incentive funds must be expended by the Contractee within the subsequent contract or calendar year and can not be diverted outside of the set of programs defined by this Contract Agreement or used for supplanting purposes. The Contractee shall report, in a manner specified by the Contractor, on how the Contractee expended these incentive funds.
3. To the extent allowed by law:

- All funding recouped by the Contractor from the Contractee shall be held by the Contractor in a fund designated for use within the program area associated with the recoupment action.
- These funds may be used to award other Contractees who have exceeded their objectives in that program, general funding of the program area to all Contractees via formula in the next contract period, general funding of the program for all Contractees during the current contract period, or returned to the Federal funding agency of that program.

These funds cannot be used by the Contractor for their own operational costs.

4. If at the end of the contract year, the Contractee has attained its contract objectives and is in compliance with the quality criteria, it may retain any unspent funds from this Contract Agreement not expended during the contract year, except for unearned prepayments (advances). However, those funds must be expended in the current contract year or the contract year immediately following and their use must fall within the program boundaries established under this Agreement. These retained funds cannot be diverted outside of the scope of this Agreement, the Local Public Health Department's budget, or used to supplant local public health tax levy levels. These funds shall be retained in a non-lapsing account for the sole use of the Local Public Health Department; these funds may not lapse to the general fund. The Contractee shall report how these funds were utilized, as specified in Section IX.

XXII. CONTRACT RENEWAL OPTIONS

This contract can be renewed on an annual basis for up to two (2) one-year extensions with the mutual agreement of both the Contractor and Contractee. The objectives to be attained by program will be re-negotiated each year by the Contractor and Contractee, as well as documentation deliverables and risk conditions.

XXIII. TIMELY CONTRACT SIGNING

This Contract Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of the Contractee's and Contractor's Authorized Representative on this Agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

Contractee's Authorized Representative

Date

Contractor's Authorized Representative
Sheri Johnson, Ph.D., Administrator and State Health Officer
Division of Public Health, Department of Health and Family Services

Date

CARS PAYMENT INFORMATION

The information below is used by the Department's Bureau of Fiscal Services, CARS Unit to facilitate the processing and recording of payments made under this Contract Agreement.

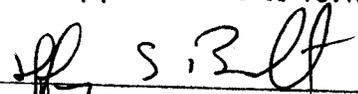
Agency Name Menasha Health Department
Agency Number 256420
Agency Type 41
Contract Period September 1, 2006 through August 31, 2007
Contract Amount \$10,080
Agency Fiscal Year January through December

Profile ID# 155193 Preparedness Pandemic Influenza Amount \$10,080

DPH Consolidated Contract #14965

CFDA #:
Bioterrorism 93.283

Approved as to form

 2-23-07

Jeffrey S. Brandt, City Attorney

Contract Agreement Addendum: Exhibit I

Program Quality Criteria

Generally high program quality criteria for the delivery of quality and cost-effective administration of health care programs have been, and will continue to be, required in each public health program to be operated under the terms of this contract.

This Exhibit contains only applicable quality criteria for this contract.

Contract Agreement Addendum: Exhibit I

Contract #: 14965

Agency: Menasha Health Department

Contract Year: 2007

Program: Public Health Preparedness - Pandemic Influenza

Program Quality Criteria

- 1) Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels.
 - A) Contractees will periodically assess public health preparedness within their agency or consortium by having their members complete Division of Public Health (DPH) identified assessments or surveys.
 - B) Contractees will annually conduct public health preparedness exercises and revise and update public health preparedness plans based on completed Exercise After Action Reports.
 - C) Competency-based education of public health workers, clinicians, and others critical to public health preparedness should be planned and implemented based on needs identified through assessments and/or evaluations of performance. Contractees are required to continue to support preparedness education and training activities needed to successfully achieve targeted outcomes and preparedness goals.
- 2) Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, and consistent with the best practices; and delivery of public health programs for communities for the improvement of health status.
 - A) Contractees must support public health response functions in the context of National Incident Management System. In accordance with HSPD-5, NIMS provides a consistent approach for federal, state, tribal and local governments to work effectively and efficiently together to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. As a condition of receiving Public Health Emergency Preparedness cooperative agreement funds, Contractees agree to adopt and implement NIMS. In accordance with the eligibility and allowable uses of the cooperative agreement, Contractees are encouraged to direct FY 2006 funding towards activities necessary to implement NIMS.
- 3) Record keeping for individual focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.
 - A) There are no separate sub-criterion to this Quality Criteria Category.
- 4) Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level.
 - A) Contractees will regularly present to the media, public partners and other stakeholders information on their agency or consortium and the Public Health Preparedness Program in coordination with DPH program staff.
- 5) Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.
 - A) Contractees will utilize the Public Health Information Network (PHIN) and the Health Alert Network (HAN) as appropriate, to include at minimum the Health Officer/Tribal Health Director, as these systems develop.
 - B) Contractees will coordinate with other preparedness programs by participating in state, regional, tribal, and local public health preparedness meetings.

Contract Agreement Addendum: Exhibit I

Contract #: 14965

Agency: Menasha Health Department

Contract Year: 2007

- C) Contractees will contribute to the development of a statewide system for public health emergency response that is coordinated, consistent and efficient.
 - D) Contractees will demonstrate involvement in setting statewide goals, strategic direction, and priorities for the state public health preparedness program.
 - E) Contractees will assure the ability for the general public to be able to contact the local public health department/tribal agency 24 hours a day, 7 days a week.
- 6) A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.
- A) There are no separate sub-criterion to this Quality Criteria Category.
- 7) Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.
- A) There are no separate sub-criterion to this Quality Criteria Category.
- 8) Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided.
- A) There are no separate sub-criterion to this Quality Criteria Category.
- 9) Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.
- A) There are no separate sub-criterion to this Quality Criteria Category.

Contract Agreement Addendum: Exhibit II

Program Objectives

(A) Contract Funds, Program/Objective Values, and Other Contract Details

(B) Objective Details

Contract Agreement Addendum: Exhibit II(A)

Contract #: 14965

Agency: Menasha Health Department

Contract Year: 2007

Contract Source of Funds		
Source	Program	Amount
Menasha	Preparedness - Pandemic Influenza	\$10,080
	Contract Amount	\$10,080

Contract Match Requirements	
Program	Amount
Preparedness - Pandemic Influenza	\$0

Program Sub-Contracts		
Program	Sub-Contractee	Sub-Contract Amount
Preparedness - Pandemic Influenza	None Reported	\$0

Contract Agreement Addendum: Exhibit II(A)

Contract #: 14965

Agency: Menasha Health Department

Contract Year: 2007

	Preparedness - Pandemic Influenza	Program Total Value \$10,080
1	By August 30, 2007, Menasha Health Department will complete a semi-annual (2x) Centers for Disease Control and Prevention Local Pandemic Influenza assessment.	\$2,520
2	By August 30, 2007, a detailed three-year Local Pandemic Influenza work plan, including a time line and strategies to complete all tasks on the Centers for Disease Control and Prevention Local Pandemic Assessment by August 30, 2009, will be developed by the Menasha Health Department.	\$2,520
3	By August 30, 2007, a tabletop, functional, or full-scale exercise of the Local Pandemic Influenza Plan, including testing of mass prophylaxis capabilities and points-of-dispensing, will be conducted by Menasha Health Department.	\$2,520
4	By August 30, 2007, an operational community containment plan with community mitigation strategies to be used during an influenza pandemic to help contain the spread of a pandemic in the local jurisdiction will be developed by Menasha Health Department.	\$2,520
	Total of Contract Objective Values	<hr/> \$10,080

Contract Agreement Addendum: Exhibit II(B)

Contract #: 14965

Agency: Menasha Health Department

Contract Year: 2007

Program: Public Health Preparedness - Pandemic
Influenza

Objective #: 1 of 4

Objective Value: \$2,520

Objective: Primary Details

Objective Statement

By August 30, 2007, Menasha Health Department will complete a semi-annual (2x) Centers for Disease Control and Prevention Local Pandemic Influenza assessment.

Deliverable Due Date: 09/30/2007

Contract Deliverable (Evidence)

Documentation of Centers for Disease Control and Prevention Pandemic Influenza Local Assessment completed by Menasha Health Department.

Programs Providing Funds for this Objective

Public Health Preparedness - Pandemic Influenza: \$2,520

Agency Funds for this Objective:

Data Source for Measurement

Centers for Disease Control and Prevention Local Pandemic Influenza Assessment

Baseline for Measurement

New Initiative

Context

The Centers for Disease Control and Prevention Pandemic Influenza Phase II Guidance requires that each local public health department (LPHD) and Tribal jurisdiction complete the Centers for Disease Control and Prevention Pandemic Influenza Local Assessment. LPHDs and Tribes should coordinate with a sample of public health partners such as hospitals, labs, veterinarians, physician's offices and clinics, nursing homes, assisted living facility and other health care facility staff to complete the Pandemic Influenza Local Assessment. The Assessment will be used to identify incomplete tasks in pandemic planning which LPHD's/Tribes will complete by August 2009. The Health Officer/Tribal Health Director from each jurisdiction (or their 1 designee) will be required to input responses to the assessments.

Input Activities

Objective: Risk Profile

Accountability Targets

Accountability targets are not applicable or were not determined for this contract objective.

Conditions of Eligibility for an Incentive

None

Contract Agreement Addendum: Exhibit II(B)

Contract #: 14965

Agency: Menasha Health Department

Contract Year: 2007

Program: Public Health Preparedness - Pandemic
Influenza

Objective #: 2 of 4

Objective Value: \$2,520

Objective: Primary Details

Objective Statement

By August 30, 2007, a detailed three-year Local Pandemic Influenza work plan, including a time line and strategies to complete all tasks on the Centers for Disease Control and Prevention Local Pandemic Assessment by August 30, 2009, will be developed by the Menasha Health Department.

Deliverable Due Date: 09/30/2007

Contract Deliverable (Evidence)

A copy of the Menasha Health Department three-year Local Pandemic Influenza work plan.

Programs Providing Funds for this Objective

Public Health Preparedness - Pandemic Influenza: \$2,520

Agency Funds for this Objective:

Data Source for Measurement

Agency Records & Centers for Disease Control and Prevention Local Pandemic Influenza Assessment.

Baseline for Measurement

New Initiative

Context

Completion of all tasks on the Centers for Disease Control (CDC) and Prevention Local Pandemic Assessment is required by the CDC by August 30, 2009. The detailed three-year local Pandemic Influenza work plan will identify the strategies and time line to complete all of the CDC Prevention Local Pandemic assessment tasks.

Input Activities

Objective: Risk Profile

Accountability Targets

Accountability targets are not applicable or were not determined for this contract objective.

Conditions of Eligibility for an Incentive

None

Contract Agreement Addendum: Exhibit II(B)

Contract #: 14965

Agency: Menasha Health Department

Contract Year: 2007

Program: Public Health Preparedness - Pandemic Influenza

Objective #: 3 of 4

Objective Value: \$2,520

Objective: Primary Details

Objective Statement

By August 30, 2007, a tabletop, functional, or full-scale exercise of the Local Pandemic Influenza Plan, including testing of mass prophylaxis capabilities and points-of-dispensing, will be conducted by Menasha Health Department.

Deliverable Due Date: 09/30/2007

Contract Deliverable (Evidence)

A copy of the Local Pandemic Influenza Plan exercise After Action Report completed by the Menasha Health Department within 60 days of the exercise date.

Programs Providing Funds for this Objective

Public Health Preparedness - Pandemic Influenza: \$2,520

Agency Funds for this Objective:

Data Source for Measurement

Agency Records

Baseline for Measurement

New Initiative

Context

The Centers for Disease Control and Prevention Pandemic Influenza Phase II Guidance supplement requires all local public health department (LPHD) and Tribal jurisdictions complete a tabletop, functional, or full-scale Pandemic Influenza exercise. Jurisdictions are encouraged to conduct functional and full-scale exercises. It is strongly recommended LPHD's/Tribes exercise mass prophylaxis capabilities with a seasonal influenza vaccination clinic. LPHD's/Tribes that no longer hold seasonal influenza vaccination clinics should hold a general Pandemic mass prophylaxis exercise to meet the requirement. Exercises can be coordinated collaboratively with neighboring LPHD's, Tribes, Consortia, and Regional Offices.

Input Activities

Objective: Risk Profile

Accountability Targets

Accountability targets are not applicable or were not determined for this contract objective.

Conditions of Eligibility for an Incentive

None

Contract Agreement Addendum: Exhibit II(B)

Contract #: 14965

Agency: Menasha Health Department

Contract Year: 2007

Program: Public Health Preparedness - Pandemic Influenza

Objective #: 4 of 4

Objective Value: \$2,520

Objective: Primary Details

Objective Statement

By August 30, 2007, an operational community containment plan with community mitigation strategies to be used during an influenza pandemic to help contain the spread of a pandemic in the local jurisdiction will be developed by Menasha Health Department.

Deliverable Due Date: 09/30/2007

Contract Deliverable (Evidence)

A copy of the Menasha Health Department operational community containment plan.

Programs Providing Funds for this Objective

Public Health Preparedness - Pandemic Influenza: \$2,520

Agency Funds for this Objective:

Data Source for Measurement

Agency Records

Baseline for Measurement

New Initiative

Context

This activity is required by the Centers for Disease Control Public Health Preparedness Pandemic Influenza Phase II Guidance. LPHDs/Tribes will develop an operational plan of community mitigation strategies for pandemic influenza using non-pharmacological interventions, including home isolation of patients and quarantine of household contacts, social distancing measures such as closure of schools and workplaces, reduced public transport, cancellation of mass gatherings and public education on hygiene measures such as hand and respiratory hygiene.

Input Activities

Objective: Risk Profile

Accountability Targets

Accountability targets are not applicable or were not determined for this contract objective.

Conditions of Eligibility for an Incentive

None



MEMORANDUM

To: Mayor and Common Council

From: PRD Tungate and Harbormaster Schabach

Date: February 27, 2007

RE: Installation of Buoys in the Menasha Channel for 2007

Beginning in 2006, the Department of Transportation (DOT) began funding the staffing of Menasha's two lift bridges on a full-time basis two weeks earlier than usual. Saturday, April 29, 2006 was the start date, whereas, Saturday, May 13, 2006 would have been the normal date. Winnebago County administers the buoy installation contract. For 2006, an arrangement between Winnebago County and Radtke General Contractors paid for the additional fee (\$2,650) for having the buoys set earlier than normal in the Menasha Channel. We have recently been informed that Winnebago County and Radtke General Contractors will not pay for a similar arrangement in 2007.

The dilemma the City faces is the bridges and the Menasha Marina be open for business (by Saturday, April 28) without a safely marked navigational channel? Winnebago County believes it is the City's responsibility if they choose to have the buoys placed earlier than normal. Some people believe there is an economic benefit to welcoming people to our downtown area two weeks earlier.

The fee for early placement of the buoys remains at \$2,650 for 2007. The City will not be charged any fees if they choose to have the buoys placed by Saturday, May 12. We are seeking Common Council direction on this issue. Harbormaster Schabach will be present to address any questions you may have.



MEMORANDUM

TO: Administration Committee Chairman Eckstein and the members of the City of Menasha Administration Committee

FROM: Mayor Laux
City Comptroller/Treasurer Stoffel
City Accountant/Deputy Treasurer Sassman

DATE: 02/27/07

SUBJECT: Review of Responses to Request for Proposals for Auditing Services

The City of Menasha Finance Department sent out a Request for Proposal (RFP) for Auditing Services to six qualified firms in the state. Following is a list of those firms and their response to the City RFP for a three year engagement:

<u>FIRM</u>	<u>PROJECTED HOURS</u>	<u>AVERAGE COST</u>	<u>THREE YEAR TOTAL FEE</u>
Hawkins, Ash, Baptie & Co., LLP	735	\$120	\$88,505
Johnson Block & Co., Inc.	720	94	67,875
Kerber, Rose & Associates, S.C.	540	84	45,250
Reilly, Penner & Benton LLP	N/A	N/A	93,900
Schenck Government & Not-For-Profit Solutions	480	96	46,150
Virchow Krause & Co., LLP	Did not submit a proposal		

All of the firms submitting proposals were well qualified and have various levels of experience in auditing municipal governments, both large and small. Because a new firm will experience some additional costs to bring their staff up to speed with a new client in the first year of an engagement, a firm that has been with a client for a period of time will not have to recoup those expenses.

As you will note, there is some variation in the dollar cost of the proposals. Some of it has to do with the average rate per hour, some with the number of hours projected to perform the audit.

All of the RFPs are included in your packet for your review. Only the two lowest proposals are discussed in the following paragraphs because it is our understanding that the Administration Committee/Common Council is only concerned about the cost of the audit.

Although Kerber, Rose & Associates, S.C. did submit the lowest overall proposal, their listing of municipal clients does not include communities of our size. The City has already experienced being the newest, largest client with the "Solomon" software and we feel it would be better to go with a firm that has worked with clients more the size of Menasha.

As you can see, Schenck Government & Not-For-Profit Solutions will be spending the shortest amount of time completing the audit. Because of their familiarity with the City, which the other firms do not have, they have an efficiency advantage. This also means that Finance Department staff will have more time to work on other tasks besides the City's audit. Because we have had a very positive experience with the firm in the past, developed a good working relationship over the years and receive a quality audit for the fees charged, we would recommend that Schenck Government & Not-For-Profit Solutions be awarded the new three year contract.

Proposal for Audit Services
for the Years Ending
December 31, 2006, 2007 and 2008
for the
City of Menasha, Wisconsin

February 21, 2007
Effective Date: Through March 31, 2007

For more information contact:

Schenck Government & Not-for-Profit Solutions
2200 Riverside Drive
P.O. Box 23819
Green Bay, WI 54305-23819

David L. Maccoux, CPA
(920) 455-4114
(920) 436-7808 fax
Dave.Maccoux@schencksolutions.com

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Thomas Stoffel
City Comptroller/Treasurer
City of Menasha
140 Main Street
Menasha, WI 54952

Thank you for the opportunity to submit this proposal to continue providing audit services to the City of Menasha. Our services will consist of the following:

- Opinion on the fair presentation of the City's basic financial statements, including preparation of the GASB Statement No. 34 conversion entries. We will be responsible for the preparation of the City's financial statements. Included in our all-inclusive fee are estimated costs associated with our review of department operations. While many of our competitors spend little time reviewing department operations, we believe this review is important and of value to our clients because we can provide recommendations for improving their record-keeping procedures based on our testing.
- Report on internal control and compliance over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
- Report on internal control and compliance related to the City's federal and state financial assistance, if required under OMB Circular A-133 and the *State Single Audit Guidelines*.
- Management letter, including informing the Honorable Mayor and Common Council of our responsibilities as the auditor. We will present the results of our audit to the Common Council and/or its committees as desired by the City.

We will meet all time requirements stated in the request for proposal. Our proposal is effective through April 31, 2007 and represents a firm and irrevocable offer to complete the City of Menasha's audit for the years ending December 31, 2006, 2007 and 2008, with City options for 2009, 2010 and 2011.

Summary of Qualifications

Schenck Government & Not-for-Profit Solutions is uniquely qualified to complete this engagement. Summarized on the following page are reasons why you will receive the highest quality auditing services from a company that audits over 250 governmental entities and has been working with agencies since 1930. Additional information supporting each of these reasons can be found in our Qualifications and Experience Section of this communication.



- We provide you with governmental audit specialists
- We know your business
- We give you peace of mind
- You are provided benchmark data to compare operations
- You are guaranteed a long-term working relationship
- We can help you maintain GASB Statement No. 34 compliant financial statements
- We provide a constructive management letter

Audit Fees

The fees detailed below represent a firm and irrevocable offer from the period February 21, 2007 to March 31, 2007. The fees represent the all inclusive price; containing all direct, indirect and out-of-pocket expenses.

Estimated Hours	Audit Years			
	2006	2007	2008	
General City Audit				
Audit of financial statements	110 \$	10,250 \$	10,580 \$	10,860
Departmental review	16	1,500	1,550	1,600
Library Audit	6	500	520	540
T.I.F. Audit	16	1,500	1,550	1,600
Federal and state compliance audit	12	1,150	1,200	1,250
All-inclusive Fee	160	14,900	15,400	15,850
Optional services				
Preparation of Financial Form C	16	1,200	1,250	1,300
Total	176 \$	16,100 \$	16,650 \$	17,150

We are confident that we can meet your auditing needs to your complete satisfaction. David L. Maccoux, the shareholder assigned to your engagement and authorized to contractually bind Schenck Government & Not-for-Profit Solutions can be reached at 2200 Riverside Drive, Green Bay, Wisconsin 54305, 920-455-4114.

Please contact me if you need additional information or have any questions on the information included in the proposal.

Very truly yours,



David L. Maccoux
Certified Public Accountant



PROFILE OF INDEPENDENT AUDITORS



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Independence

In accordance with generally accepted government auditing standards (GAGAS) which state, "In all matters relating to the audit work, the audit organization and the individual auditors, whether government or public, should be free both in fact and appearance from personal, external and organizational impairments to independence," Schenck Government & Not-for-Profit Solutions states that we are independent of the City of Menasha, Wisconsin and its component units.

We agree that we will provide written notice to the City of Menasha prior to entering into any other professional relationships with the City or any potential component unit during the period of the audit services agreement.



License to Practice in Wisconsin

Firm personnel assigned to your engagement in any supervisory capacity will be licensed Certified Public Accountants of the State of Wisconsin. The firm of Schenck Government & Not-for-Profit Solutions is licensed to practice in the State of Wisconsin and the State of Michigan.

Background of Firm

Proven track record going back over 75 years

Our understanding of the demands of business, combined with a sincere concern for our clients' success and continued growth, has allowed our firm to grow. Since our founding in 1930, we have grown to be one of the largest CPA firms in the United States. Today, we have 57 shareholders and a staff of nearly 500 firm-wide who are available to serve our clients' needs. Schenck Business Solutions has offices in Appleton, Oshkosh, Fond du Lac, Green Bay, Manitowoc, Milwaukee, Sheboygan, Stevens Point, West Allis and West Bend. We have a proven track record going back over 75 years that attests to our ability to provide the highest quality services to our clients on a timely basis. Many of our professionals are members of the American Institute of Certified Public Accountants and the Wisconsin Institute of Certified Public Accountants. No regulatory action has been taken by an oversight body against the firm.

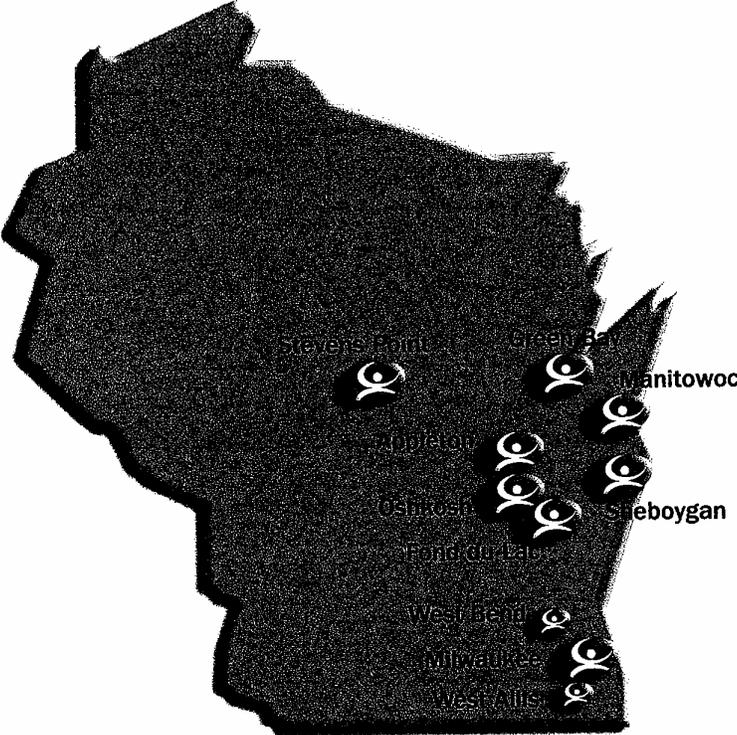
Schenck Government & Not-for-Profit Solutions, a division of Schenck Business Solutions based in Green Bay with an office in Stevens Point, will be primarily responsible for the completion of your audit. Schenck Government & Not-for-Profit Solutions provides audit services throughout Wisconsin and portions of Upper Michigan. The governmental and not-for-profit services department presently consists of four shareholders and over twenty-five professional employees who work almost exclusively in providing services to the firm's governmental and not-for-profit clients.



Schenck
Government & Not-For-Profit Solutions

Background of Firm

Our office locations are illustrated below:



Quality Control Procedures

You are assured quality

Our firm's quality control system is an important factor in ensuring the quality of our work. This system includes a formal audit planning process, procedures to ensure adequate supervision and work paper review, and an independent quality review of the audited financial statements and compliance reports by an experienced governmental accountant and auditor. Our overall audit approach in performing the City's audit includes utilizing a nationally recognized practice guide for audits of local governments. This guide provides us with audit programs and checklists to help ensure the audit is performed in accordance with all applicable guidelines and standards and that your financial statements are in accordance with accounting principles generally accepted in the United States of America.

Our governmental specialization allows us to employ a quality control coordinator whose sole responsibility is to research new GASB pronouncements and other issues affecting our clients. Sue Pable, former assistant finance director for Brown County, assists the government and not-for-profit group in developing and implementing complex new accounting standards. Sue also is available for research for our clients.

You are provided with knowledgeable staff current on laws, regulations and reporting requirements affecting Wisconsin governments

We recognize the importance of having a thorough understanding of the applicable laws, regulations, and reporting requirements when performing single audits. We have addressed this in three ways. First, due to the size of our Firm, we are able to allow certain personnel to specialize in audits of governmental and not-for-profit organizations. Second, because of this specialization, we are able to provide our audit staff with more advanced training courses dealing with implementation of GASB statements, preparation of Comprehensive Annual Financial Reports (CAFR), student financial aid and other single audit testing requirements. Finally, our Firm subscribes to numerous publications pertaining to federal and state single audits of governmental units that are designed to keep us informed of the latest developments.

We continually receive quality reviews by our peers

As part of our ongoing concern for quality work, we voluntarily request that our firm be subjected to a peer review conducted under the auspices of the American Institute of Certified Public Accountants (AICPA). This review, performed by other independent CPAs, is designed to examine our adherence to professional and ethical standards as well as to examine the quality of the work we perform. In connection with this peer review, specific government engagements were reviewed. We are proud to say that there were no findings related to these audits as a result of their review. Presented in Exhibit B is a copy of our most recent peer review report dated October 29, 2004.

Federal and state agencies have routinely performed desk reviews or field reviews of our audits during the past three years with no problems noted.

Quality Control Procedures

We provide a constructive management letter

We believe that one of the most important services we have to offer the City is the ability to make recommendations for improving your general financial systems and procedures based on our extensive experience in auditing Wisconsin governments. Since we presently audit over 250 municipalities, we have developed specific audit programs and tests of transactions that enable us to efficiently identify problems or areas for improvement.

We will also advise you of any new accounting pronouncements that affect you. We can also help in making necessary changes to implement these items and providing training to your personnel as required. We constantly assist our clients in staying current with the changing governmental accounting environment.

Our professionals have membership in the following organizations:

Memberships/Affiliations

Wisconsin Government Finance Officers Association
National Government Finance Officers Association
American Institute of Certified Public Accountants
Wisconsin Institute of Certified Public Accountants
WICPA Local Government Accounting Committee
WICPA Department of Public Instruction Committee



AICPA Governmental Audit Quality Center

Schenck Business Solutions is a member of the AICPA's Governmental Audit Quality Center, which helps us achieve the highest standards in performing quality governmental audits. In addition to gaining access to guidelines and tools focused around quality improvement, members of the Center are subject to membership requirements pertaining to audit quality. The Center is a place for firms to share best practices, learn about emerging issues, and take steps to enhance quality in their practices.

We Provide Additional Resources Through AGN International, Ltd.

During 2006, our firm was selected as a member of AGN International, Ltd. Members of AGN International, Ltd. form an elite network of prominent regional accounting firms with offices in principal cities throughout the world. Our association allows us to call on governmental accounting and auditing experts from throughout the United States to ensure we are providing our clients the most comprehensive and highest quality of service possible. As a member of AGN International, Ltd. We have access to the same resources as a multinational accounting firm.



Experience in Auditing of Computerized Accounting Systems

Schenck Technology Solutions (STS) has a long and successful history providing consulting services to Wisconsin governments. Recently, STS has combined operations with other information technology professionals to form Avastone Technologies, LLC. The focus of this company continues to be on providing technology consulting services to local governments. Avastone would be able to assist us or the District, if needed.



SUMMARY OF PROPOSER'S QUALIFICATIONS



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Shareholder, Supervisory and Staff Qualifications and Experience

The following will be assigned to your engagement team:

Name	Title
David L. Maccoux, CPA	Shareholder/Partner
Jay M. McMahon, CPA, MBA	Manager
Staff Accountants	As required (0-5 years experience)
Quality Control Manager Susan Pable, CPA	Manager

Resumes, including relevant experience, of the above named individuals are presented in Exhibit C.

Staff has extensive experience

Over thirty Schenck Government & Not-for-Profit Solutions professional accountants concentrate on providing solutions to local governments and not-for-profit entities. The entire focus of our governmental and not-for-profit services department throughout the year from the shareholders down to the staff level is on providing quality auditing, accounting and consulting services to local governments and not-for-profit entities. Because of this, all of the continuing education of our governmental and not-for-profit shareholders and staff is in the government and not-for-profit area.

All of the named staff assigned to the audit fieldwork team have extensive experience in governmental and not-for-profit auditing. They have completed engagements ranging from small governmental entities to governments with budgets of over 100 million dollars. All supervisory audit personnel are Certified Public Accountants and are licensed to practice in the State of Wisconsin.

Shareholder, Supervisory and Staff Qualifications and Experience

We provide prompt and efficient service

We recognize that our most important product is prompt and efficient service of the highest quality. All our efforts are directed toward achieving that aim. Our policies toward staffing engagements require a "hands-on" approach, which requires a higher percentage of shareholder hours on audit fieldwork compared to most other CPA firms. It is anticipated that the shareholders will be involved and will oversee all aspects of the audit engagement. We believe this practice provides for higher quality auditing services. Our "hands-on" approach requires shareholders to be on the client's premises more than the average firm which allows them to answer many of the routine questions asked and, also, allows experienced personnel to complete many of our audit procedures.

You will be provided continuity in our staff

Every effort will be made to ensure the continuity of our staff from audit year to audit year. We realize the importance of providing the City of Menasha with competent government auditors who are familiar with your particular City's operations. We understand that the City of Menasha retains the right to approve or reject any replacements of the above mentioned supervisory personnel. We also understand that the City of Menasha retains the right to approve or reject any changes in consultants or specialists during the duration of this audit proposal.

Shareholder, Supervisory and Staff Qualifications and Experience

A well-versed staff will work with you

As we stated in our letter of transmittal, all personnel of our governmental and not-for-profit services department staff have graduated with a four-year degree in accounting and annually complete continuing professional education equal to or in excess of required professional standards.

In addition to in-house training programs instructed by our governmental and not-for-profit service department shareholders and managers, the governmental and not-for-profit services department staff have completed and attended many seminars in governmental accounting. In addition, we annually bring a nationally known speaker to provide training for both our staff and clients on new GASB initiatives and auditing requirements.

A partial listing of the seminars attended in the past 12 months

National Government Finance Officers Association Annual Conference
National Governmental Accounting & Auditing Update
WICPA/WGFOA Annual Conference
WICPA Local Government Accounting Committee Governmental
Accounting and Reporting Conference
Single Audit Requirements
Yellow Book Government Auditing
Considerations of Fraud in a Financial Statement Audit
Various in-house seminars and meetings

All members of the Schenck Government & Not-for-Profit Solutions attend continuing education classes in excess of AICPA requirements. Because we specialize in government and not-for-profit entities, primarily all classes attended relate to performing audits of governmental entities.

Similar Engagements with Other Governmental Entities

We encourage you to call any of our clients to receive additional information about the quality services Schenck Government & Not-for-Profit Solutions provides to each individual municipality. Detailed in Exhibit B is a listing of our governmental clients. Listed below is a list of four of our clients for your reference.

Client:	City of Manitowoc
Engagement:	Financial and Compliance Audit (Includes regulated electric and water utility)
Dates of Service	1980 to present
Partner/Manager:	Thomas Karman
Client Contact:	Brian Ruechel, Finance Director (920) 686-6961
Client:	City of Green Bay
Engagement:	Financial and Compliance Audit (includes regulated water utility)
Dates of Service	1930's to present
Partner:	Thomas Karman
Client Contact:	Doug Daul, Finance Director (920) 448-3025
Client:	City of Fond du Lac
Engagement:	Financial and Compliance Audit (includes regulated water utility)
Dates of Service	2003 to present
Partner:	Thomas Karman
Client Contact:	Hal Wortman, Director of Administration (920) 322-3452
Client:	Village of Howard
Engagement:	Financial and Compliance Audit (includes regulated water utility)
Dates of Service	2003 to present
Partner/Manager:	David Maccoux
Client Contact:	Chris Haltom, Finance Director (920) 434-4680

Similar Engagements with Other Governmental Entities

Certificate of Advancement for Excellence in Financial Reporting

We have also worked with a number of clients who submitted their comprehensive annual financial reports to the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting program. Those entities, the years that the awards have been earned, and the shareholder in charge of the entity are as follows:

Brown County (1992-2003), Michael Konecny and David Maccoux
Outagamie County (Since 1989), Michael Konecny and David Maccoux
Manitowoc County (Since 1991), Michael Konecny
Walworth County (Since 2002), David Maccoux
Washington County (Since 2002), David Maccoux
City of Green Bay (Since 1982), Thomas Karman
City of Manitowoc (Since 1997), Thomas Karman
City of Fond du Lac (Since 2004), Tom Karman
City of Oconomowoc (Since 1995), Tom Karman
City of West Allis (Since 1999), Tom Karman
Village of Ashwaubenon (Since 1988), David Maccoux

Single Audits Performed

We annually complete between 60 and 70 single audits for our clients. Our staff annually receives training on performing single audits. We subscribe to a nationally used database for single audit information and receive updates throughout the year on changes made at the federal level. We also work closely with the State of Wisconsin in reviewing the *State Single Audit Guidelines* and assisted the Wisconsin Department of Health and Family services in developing the state risk based approach that mirrors the federal risk based approach.

We have audited all the federal and state financial assistance programs administered at the City, including transit aids at the Cities of Green Bay, Manitowoc and Waukesha and the Counties of Washington and Ozaukee within the past year. Many of our clients also receive community development block grants and we have audited their compliance with these requirements.

Specific Audit Approach

Scope of Engagement

The purpose of our engagement will be as follows:

1. Express an opinion on the fair presentation of the City of Menasha's basic financial statements in conformity with accounting principles generally accepted in the United States of America for years ending December 31, 2006, 2007 and 2008 (with City options for 2009, 2010 and 2011), including the issuance of independent auditors' reports on internal control and compliance as required by government auditing standards generally accepted in the United States of America. We will be responsible for the preparation, drafting, typing and production of the financial statements and supplemental Single Audit Report. We will also issue a management letter detailing any non-reportable conditions or other suggestions for improvement, including our responsibilities as auditors of the City's financial statements.

As part of our engagement, we will also be in compliance with the laws of the State of Wisconsin and applicable federal regulations. Because we have extensive experience auditing Wisconsin municipalities, we have developed a listing of applicable laws and regulations that we annually test the City's compliance.

2. Express an opinion as required on the City of Menasha's compliance with requirements applicable to each of the City's major federal and state programs and internal control over compliance in accordance with OMB Circular A-133 and the State Single Audit Guidelines; including an "in-relation-to" report on the Schedule of Expenditures of Federal Awards and Schedule of State Financial Assistance.

The engagements shall be made in accordance with auditing standards generally accepted in the United States of America as promulgated by the American Institute of Certified Public Accountants (AICPA) and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. We will also complete an audit of the City's federal and state financial assistance programs in accordance with the U.S. Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Guidelines issued by the Wisconsin Department of Administration. With respect to procedures performed under the requirements of OMB Circular A-133 and the State Single Audit Guidelines, we will comply with all applicable standards, regulatory requirements and other relevant guidance available, statutory, regulatory and contractual provisions and will report on compliance in accordance with guidance provided in the documents mentioned above.

Specific Audit Approach

Scope of Engagement (Continued)

An engagement made in accordance with the above standards, is subject to certain limitations and the inherent risk that errors or irregularities, if they exist, will not be detected. However, if, during the course of our engagement, we become aware of such errors or irregularities, we will bring them to your attention. Should you then wish us to expand our normal auditing procedures, we will be pleased to work with you on developing a separate engagement for that purpose. No extended services will be performed unless they are authorized in an amendment to the original audit contract.

Audit Philosophy

We believe we are required to understand your unique characteristics and the specific circumstances of your engagement to perform your audit in accordance with generally accepted auditing standards. We use this understanding to plan your engagement and tailor our audit programs to effectively and efficiently complete the audit. The audit of the City's governmental and proprietary funds will be completed by the same personnel. We feel this allows us to better serve you because the assigned staff is familiar with all issues of the City.

Our policies toward staffing engagements require a "hands-on" approach, which requires a higher percentage of shareholder and manager hours on audit fieldwork compared to most other CPA firms. It is anticipated that the Mr. Maccoux will be involved and oversee all aspects of the audit engagement. We believe this practice provides for higher quality auditing services.

Mr. Maccoux will actively coordinate the progress of the audit and will periodically meet with City personnel to update them on the status of the engagement, areas of concern that have arisen and any other issues that have come to our attention. Communication with members of the engagement team and representatives of the City of Menasha is an integral part of performing an audit at the level of services you desire.

PRELIMINARY PHASE

Prior to completing our interim audit fieldwork, our audit team will complete documentation of your financial procedures and systems. In conjunction with these procedures, we will complete a detailed review of your internal control structure and computer systems. Included in these procedures will be an in-depth review of the City's organizational charts, budget documents and financial operations manuals and procedures. This review will allow us to evaluate the control strengths and weaknesses in each of the City's functional areas and to concentrate our tests where the controls are the weakest, thereby preventing unnecessary and excessive detail testing.

Specific Audit Approach

PRELIMINARY PHASE (CONTINUED)

After our review of accounting and data processing controls, we will tailor our audit procedures to your specific needs and develop detailed time budgets and tentative staffing schedules. We will review these plans with you and agree upon specific dates when our services will be performed paying careful attention to your reporting deadlines. Our audit plan will be communicated prior to December 1 each year.

	2006	2007	2008
Estimated Preliminary Phase Hours			
Shareholder	4	4	4
Manager	4	4	4
Senior/Staff	6	6	6

INTERIM PHASE

A portion of our audit will be completed at an interim period. The interim phase would normally include the performance of detailed tests and analytical procedures, as well as, devoting substantial attention on problem areas identified during our review and evaluation of internal controls and assessment of audit risks. Our interim phase includes analytical reviews to compare actual amounts to budget and prior year amounts to determine if additional audit procedures are necessary. If significant fluctuations exist, those items will be discussed with management to determine the reason. In some cases, these reviews may bring items to the attention of department heads and the items can be reviewed prior to year end. Audit testing and specific selection of sample sizes will be performed in accordance with industry standards.

Most of our interim work will be performed at a time when your staff is least burdened. This allows us to balance our workload while disrupting the routine of your personnel as little as possible.

	2006	2007	2008
Estimated Interim Phase Hours			
Shareholder	8	8	8
Manager	16	16	16
Senior/Staff	32	32	32

Specific Audit Approach

FINAL PHASE

Upon completion of both our preliminary and interim work, we will perform the final audit phase which will consist of updating our tests performed earlier and finalizing our audit procedures and reports. We will then review with you and other interested personnel preliminary drafts of your financial reports and management letters within the time frames contained within your request for proposal.

	2006	2007	2008
Estimated Final Phase Hours			
Shareholder	24	24	24
Manager	32	32	32
Senior/Staff	60	60	60

Assistance Expected from the Government's Staff

Since our assigned staff has experience in auditing governmental entities, assistance from your staff should be limited to having schedules available reconciling significant general ledger accounts and responding to inquiries about specific events and transactions. Our firm philosophy is that we utilize pre-existing work papers prepared by City personnel to the greatest extent possible to avoid duplication or unnecessary work by your personnel.

Tentative Schedule for Completing the Audit

In order to complete our audits in a timely manner, we usually conduct our fieldwork in two phases – Interim and Final. The preliminary phase is completed primarily in our office, in entrance conferences and the test of procedures completed during the early part of the interim phase of the audit. Our general timeframe for preliminary work runs from October through December. Should we be selected to continue as your auditor, we can decide upon a time that fits in the schedule of your personnel. We anticipate our final fieldwork would be conducted during March to comply with your reporting deadlines.

Specific Work Plan

In order to audit the basic financial statements of the City of Menasha, the following procedures will be performed:

Specific Audit Approach

PRELIMINARY PHASE

The preliminary phase of the audit involves sufficiently understanding your unique characteristics and the specific circumstances of your engagement in order to plan your engagement and tailor our audit programs to effectively and efficiently complete the audit. Procedures during the preliminary phase consist of the following:

1. Interview finance department and other management employees for their input into problem areas during the year and for any areas that may pose difficulties in auditing the City. Statement of Auditing Standard No. 99 also requires us to communicate with other employees within the City throughout the audit.
2. Obtain an understanding of the City's internal and administrative control systems sufficient to plan the engagement.
3. Although computer operations are an integral component in the operations of most local governments, we find that most of our competitors give very little attention to internal controls over computer operations. We plan on performing an on-site review of internal controls and the overall operations of the City's data processing department during our audit. Schenck has technical specialists available to assist the audit team and the City, if necessary.

We have worked through several system conversions with our clients and each one has tended to have its own unique issues. We believe the most important factor in the successful audit of any system conversion is to remain in contact with the client during the conversion process. This way, we will be aware of areas where the conversion is going well and also be aware of any potential problem areas. We can then plan our audit procedures accordingly to test those areas where greater risk may exist. In the year of implementation, we would expand our transaction and internal control testing over processing of cash receipts, disbursements, utility billings, general journal entries, etc. to better document the operations of the new financial reporting system.



Schenck

Government & Not-For-Profit Solutions

Specific Audit Approach

PRELIMINARY PHASE (CONTINUED)

4. Review the Common Council proceedings to obtain an understanding of current issues affecting the City. We also look for indications that additional revenues will be received by the City, such as land or equipment sales or new grant programs, or areas where increased or additional fees are authorized. We then use this information as part of our audit testing in an effort to determine that the City is receiving the revenue it is entitled to.
5. Determine such items as risk factors and materiality limits. After gaining an understanding of the system and testing the same, we are in a position to determine and document the various risk factors and materiality limits, which will guide the remainder of the work.
6. Perform a risk assessment based on guidance contained in OMB Circular A-133 and the *State Single Audit Guidelines* to determine the City's major federal and state financial assistance programs. Because of our extensive knowledge and experience with many of the programs administered by the City, we are able to efficiently assess risk for each federal and state financial assistance program. Inquiries will be made with City personnel regarding any potential concerns they may have with any federal or state program as part of this assessment. The results of our assessment will be communicated to the respective City personnel.
7. Perform a preliminary analytical review of revenue and expenditure accounts using the City's approved budget and comparing significant balances to the interim financial statements for unusual differences. We would also compare current year actual totals with prior years and investigate unusual changes. Our firm strongly believes analytical procedures are an essential part of our audit. Therefore, we utilize many analytical procedures during the preliminary, interim and final phases of an audit. In addition, after the basic financial statements are completed, we complete a final analytical review to ensure the financial statements are consistent with our audit expectations.

A detailed audit plan will be developed based on the results of our preliminary audit fieldwork. This audit plan, including a list of all client prepared work papers, will be discussed with appropriate City personnel. This document has been found to assist clients in planning their schedules as we realize they must still attend to their day-to-day responsibilities during our audit.

Specific Audit Approach

INTERIM PHASE

A. Review of internal control structure and single audit planning

While data processing controls are extremely important in a computerized accounting environment, they represent only a portion of the total system of accounting controls. Our review of the City's internal accounting controls is not only designed to help plan our audit procedures, but also to identify ways for the City to improve its accounting systems. Our audit team will complete documentation of your financial procedures and systems. In conjunction with these procedures, we will complete a detailed review of your internal control structure. This review will allow us to evaluate the control strengths and weaknesses in each of the City's functional areas and to concentrate our tests where the controls are the weakest, thereby preventing unnecessary and excessive detail testing.

We plan on selecting a sample of payroll and cash disbursement transactions to determine that expenditures are properly authorized, supported and classified. We will also select a sample of accounts receivable and cash receipt transactions to verify City procedures. These transactions will also be used to test the City's computer system.

B. Departmental Testing

Since many transactions of the City originate in City departments, we believe it is essential to periodically test cash receipting and disbursing procedures in City departments. We believe this testing is important for the following reasons:

- a) Based upon our experience with city governments, we may be able to suggest improvements in the financial operations of your departments.
- b) An annual review by outside auditors tends to decrease the potential for cash mismanagement or misappropriation in departments.

We have developed audit programs for city departments that allow us to concentrate our audit testing on issues specific to each department. This allows us to test departmental operations effectively and efficiently. The proposed departmental testing detailed below is necessary to provide accountability for the City's departmental financial operations. Also, we feel it is necessary to test these transactions on a yearly basis, therefore, the tests performed in the following departments will be completed for *each* year we perform the audit of the City of Menasha.

Specific Audit Approach

INTERIM PHASE (CONTINUED)

The overall objective of testing department operations will be to obtain and document an understanding of the internal control structure of the department by testing of an appropriate number of transactions through the accounting system. We will then evaluate the adequacy of department controls over receipts and disbursements. Any weaknesses noted during this review will be communicated to appropriate City personnel with our recommendations for improving present procedures. Additional tests and procedures may be performed as deemed necessary.

Examples of audit procedures performed at City departments follows.

Department Testing

BUILDING INSPECTION

The following are audit procedures generally performed during the review of the building inspection department:

- Review receipting and disbursement procedures and records for proper internal controls.
- Recalculate fees assessed based on the department's fee schedule.
- Determine how collections are deposited and recorded in the City's general ledger.
- Analytically review recorded revenues based on statistical data like number of permits issued, etc.

CITY CLERK'S OFFICE

The following are audit procedures generally performed during the review of the City clerk's office:

- Review receipting and disbursement procedures and records for proper internal controls.
- Evaluate monitoring of mobile home collections
- Determine how collections are deposited and recorded in the City's general ledger.
- Analytically review recorded revenues based on statistical data like number of licenses issued, etc. Agree sample of license approvals in minutes to actual receipt.

Specific Audit Approach

INTERIM PHASE (CONTINUED)

CITY POLICE DEPARTMENT

The following are audit procedures generally performed during the review of the City police department:

- Review receipting and disbursement procedures and records for proper internal controls.
- Review controls over billing transactions such as police liaison billings.
- Review procedures over the accountability of parking tickets and traffic citations. Review collection procedures and monitoring of outstanding parking tickets. Evaluate procedures with Sheboygan County clerk of courts in collecting and remitting traffic citation collections to the City.
- Determine how collections are deposited and recorded in the City's general ledger.
- Analytically review recorded revenues based on approved budget, number of citations issued, etc. for determining reasonableness.
- Evaluate grant accounting procedures and compile information for the City's single audit report.

PARK AND RECREATION

The following are audit procedures generally performed during the review of the City park and recreation department:

- Review receipting and disbursement procedures and records for proper internal controls over departmental collections of park rental fees and reservations
- Analytically review recorded revenues based on approved budget and prior year amounts.

PUBLIC LIBRARY

The following are audit procedures generally performed during the review of the City's library:

- Review receipting and disbursement procedures and records for proper internal controls over departmental collections for fees, donations and other revenues.
- Analytically review recorded revenues based on approved budget and prior year amounts.
- Evaluate grant accounting procedures and compile information for the City's single audit report.

Specific Audit Approach

INTERIM PHASE (CONTINUED)

MARINA

The following are audit procedures generally performed during the review of the City's marina:

- Review receipting and disbursement procedures and records for proper internal controls over collections for slip rental and other fees.
- Analytically review recorded revenues based on approved budget and prior year amounts.

C. Perform Single Audit Procedures

During our interim work, we would perform much of the necessary work to test the City's compliance with the requirements for major federal and state programs. We would also review and test the internal control structure surrounding the federal and state assisted programs. Our sample size for expenditure testing would vary with our assessed level of control risk and are based upon a nationally recognized audit guide for local governments and auditors' judgment.

Because of our experience with municipal audits, we are very familiar with the laws and regulations related to your federal and state programs. We have developed a specific audit program for testing many programs. We also subscribe to several publications that provide updates on changes to laws and regulations.

D. General Fund

The following procedures will be performed:

- The tax roll and municipal treasurer's settlement for the current year will be reconciled to amounts recorded in the general ledger to determine that all amounts have been properly recorded.
- An analytical review of revenue and expenditure accounts will be performed by comparing current year account balances to budgeted and prior year amounts. This will complement our testing of department collections to provide additional assurance of their reasonableness. Unusual fluctuations in amounts will be investigated.
- Balance sheet accounts will also be analytically reviewed to determine that recorded amounts are reasonable.

Specific Audit Approach

INTERIM PHASE (CONTINUED)

E. Special Revenue Funds

Revenues and expenditures of special revenue funds will be reviewed for reasonableness and balance sheet accounts will be tested to ensure recorded amounts are reasonable. Inter-governmental aids received will also be reviewed to award letters, claim forms, and expenditures incurred to ensure the financial activity is properly recorded.

F. Debt Service Fund Testing

All payments made on City debt will be compared to the appropriate debt repayment schedules. Amount recorded for other long-term obligations will be reviewed for reasonableness. The debt margin representing the amount of additional debt the City could incur under Wisconsin Statutes will also be calculated for inclusion in the basic financial statements.

G. Capital Projects Testing

Significant transactions in the capital projects funds will be reviewed to determine that all recorded amounts are reasonable, properly classified, and properly capitalized if considered a capital asset. As part of this testing, we will review bidding procedures on public works projects. We also will test expenditures in the City's tax incremental districts to its Project Plan for compliance.

H. Agency and Permanent Funds

Review financial transactions of these funds for reasonableness.

FINAL PHASE

Generally, our audits are designed to verify all material balance sheet accounts, as identified during our planning procedures. A brief description of our audit procedures for each significant audit area based on our review of your prior year financial statements follows.

A. Cash and Investments

- Confirm year end account balances and collateral held by the City's agent in the City's name.
- Obtain bank reconciliations and substantiate reconciling items.
- Test reasonableness of the City's investment earnings and proper valuation of investments based on accordance with GASB Statement No. 31.
- Review City investments for conformity with the Board policy and Wisconsin Statutes.
- Review City petty cash procedures.

Specific Audit Approach

FINAL PHASE (CONTINUED)

B. Property Taxes Receivable

- Review property tax settlements to the City's tax system and bank deposits verifying the adequate settlement payments to other municipalities and the final reimbursement received from the County.
- Review allocation of property tax levy by fund to the approved budget.
- Obtain detail of delinquent personnel property taxes and agree with the general ledger.

C. Federal and State Grant Receivables/Revenues

- Obtain year end claim forms and agree recorded revenues/expenditures or deferred revenue to the City's general ledger. Cash payments made by the State of Wisconsin will be verified to state payments registers obtained directly from the State.
- Review subsequent year receipts.

D. Other Accounts Receivable/Revenues of Governmental and Enterprise Funds

- During our testing of City policies and procedures, we will review City billings for contract services and other services provided. Based on our risk assessment, we will either rely on confirmations and/or subsequent receipts.
- Review reasonableness of the recorded allowance for uncollectible accounts.
- Revenues will be analytically compared to prior year actual and current year budget. Significant account variations will be reviewed.
- Revenues of business-type activities will be analytically reviewed to the related cost of providing the services.
- Analytical review of recorded revenues will be performed to available statistical information.
- Review the reasonableness of any deferred revenues.
- Review the City's procedures for preparing special assessment billings and monitor subsequent collections.
- Obtain detail of loan receivable transactions and test for reasonableness of recorded balances. New loans financed with intergovernmental grants will be tested in accordance with the grant requirements.

E. Interfund Balances

- Review interfund receivables and payables for agreement. Determine the reason for each receivable/payable for footnote disclosure.
- Analyze long-term advances between City funds. Determine if repayment schedules exist and evaluate disclosure of fund balance reserves for non-current portions.

Specific Audit Approach

FINAL PHASE (CONTINUED)

F. Inventories

- Observe physical inventories, if considered necessary based on our audit planning.
- Test pricing quantities and extensions of final inventories.
-

G. Prepaid Items

- Obtain year end detail and compare reasonableness to the prior year.
- Review December disbursements for unrecorded prepaid expenditures.
- Review the City's insurance coverage.

H. Capital Assets

- Obtain/prepare schedules of capital assets including additions, retirements and accumulated depreciation.
- Test additions and deletions based on testing of capital projects funds, statistical information from utilities, etc.
- Review procedures over monitoring capital asset activity.

I. Accounts Payable and Other Liabilities/Expenditures or Expenses of Governmental and Proprietary Funds

- Review accounts payable as of December 31 and determine proper cutoffs and review for unrecorded liabilities.
- Determine the appropriateness of other liability accounts including accrued payroll and related withholdings.
- Verify vested compensated absences and other postretirement benefits.
- Expenditures/expenses will be compared to prior year actual and current year budget. Significant account variations will be reviewed.

J. General Obligation Debt, Revenue Bonds and Other Long-term Liabilities

- Verify balances owed, information on new issues including verification of bond proceeds to bank deposits, and agree scheduled repayments to the general ledger.
- Test the City's compliance with debt limitations per the Wisconsin Statutes.
- Review arbitrage calculations, if applicable.
- Review the City's compliance with debt covenants
- Review the City's methodology for determined other long-term liabilities

K. Fund Equity/Net Assets

- Verify the appropriateness of designations and reservations of fund equity.

L. Budget

- Review the City's procedures for adopting and amending their budget.
- Review budget amendments for proper approval.

Specific Audit Approach

FINAL PHASE (CONTINUED)

M. Risk Management

- Review the City's health, dental, and CVMIC internal service funds obtaining information for footnote disclosure. Ensure the City's incurred but not reported liability in accordance with GASB Statement No. 10.
- Obtain reports from CVMIC and agree with recorded balances in the City's general liability internal service fund.

N. Other Internal Service Funds

- Review financial activities of the street department internal service fund including the calculation of interdepartmental charges.
- Create GASB 34 elimination entry for activities of the internal service funds.

O. GASB 34 Statements

- GASB 34 entries to convert the City's current financial statements to the statement of net assets and statement of activities will be determined throughout the audit. We will accumulate the adjustments and post to an excel database.
- Assist the City in developing the management discussion and analysis.

P. Representations

Obtain a letter from the City's legal counsel regarding any pending or potential legal issues the City may be involved in.

Discuss with management whether, to the best of their knowledge, the City has complied with all applicable laws and regulations and there were no fraudulent activities that occurred during the year. Also, discuss whether there were any unusual transactions after the balance sheet date which should be disclosed in the basic financial statements.

Please understand that the above procedures are only a summary of our audit approach. Additional audit procedures may be considered necessary after our review of your internal control policies and procedures. Because of our experience with audits of municipalities, our audit approach should be considered as sufficient as that of any other accounting firm proposing on this audit. If you need further information, we would be happy to discuss our procedures in more detail with the City's personnel.

Specific Audit Approach

OTHER INFORMATION

We generally perform judgmental sampling procedures which allow us to use our experience in auditing governments to choose a specific type of sample that we feel best tests the specific transactions we are reviewing. We feel the audit procedures we perform gives us better results in our testing of various general and departmental transactions.

The individual number of sample items chosen for tests of controls, transactions and tests of compliance throughout the course of the audit is in excess of 500. In addition, each of these individual sample items may be tested for anywhere from one to ten different specific items. Therefore, our firm's specific tests of controls, specific transactions and compliance items allow us to review 2,500 or more specific items. Our review of specific items noted during our testing of balance sheet accounts or specific revenues and expenses would be in addition to these specific tests of controls, transactions and compliance items noted previously.

We anticipate the audit will be conducted and documented in a paperless environment. As such, all of our audit programs and workpapers will be maintained in electronic format as either an Excel document, a Word document, or a scanned document.



Exhibit A: *Client Listing*



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SCHENCK GOVERNMENT & NOT-FOR-PROFIT SOLUTIONS

Present Government Clients

(Excluding Sanitary Districts and School Districts)

Counties			Cities		
Adams	Kewaunee	Ozaukee	Algoma	Green Bay	Oshkosh
Calumet	Langlade	Portage	Antigo	Kaukauna	Peshtigo
Clark	Lincoln	Shawano	Brillion	Manitowoc	Ripon
Florence	Manitowoc	Sheboygan	Brookfield	Marinette	Sheboygan
Fond du Lac	Marinette	Taylor	Chilton	Medford	Sturgeon Bay
Forest	Monroe	Vilas	Clintonville	Menasha	Thorp
Green Lake	Oconto	Washington	Crandon	Merrill	Tomahawk
Iron	Oneida	Waupaca	De Pere	Monona	Two Rivers
Jackson	Outagamie	Waushara	Elkhorn	Nekoosa	Waukesha
			Fond du Lac	Niagara	West Allis
			Gillett	Oconomowoc	Wisconsin Rapids

Villages			Towns		
Brown County	Kewaunee County	Ozaukee County	Adams County	Marathon County	Sheboygan County
Allouez	Casco	Saukville	Rome	Rib Mountain	Sheboygan
Ashwaubenon	Luxemburg				
Bellevue		Portage County	Brown County	Marinette County	Vilas County
Denmark	Langlade County	Amherst	Holland	Niagara	Boulder Junction
Hobart	White Lake	Junction City	Lawrence	Stephenson	Plum Lake
Howard		Plover	Pittsfield		
Pulaski	Manitowoc		Scott	Oconto County	Washington
Suamico	Francis Creek	Shawano County	Wrightstown	Little Suamico	Erin
Wrightstown	Kellnersville	Biramwood		Mountain	Jackson
	Maribel	Bonduel			Trenton
Calumet County	Mishicot		Calumet County	Oneida County	
Hilbert	St. Nazianz	Sheboygan	Harrison	Sugar Camp	Waupaca County
Stockbridge		Adell			Farmington
	Marathon County		Door County	Outagamie County	
Clark County	Athens	Waushara County	Baileys Harbor	Grand Chute	Waushara County
Curtiss	Kronenwetter	Wild Rose	Gibraltar	Greenville	Mt. Morris
Granton	Marathon City		Sevastopol	Hortonia	
	Rothschild	Winnebago County	Washington	Oneida	Winnebago
Door County		Winneconne	Island		Wolf River
Egg Harbor	Marinette County				
Ephraim	Coleman	Wood County	Forest County	Ozaukee County	Wood County
Sister Bay		Biron	Blackwell	Fredonia	Grand Rapids
	Oconto County	Port Edwards	Hiles		
Green County	Suring		Lincoln	Portage County	
New Glarus				Grant	
	Outagamie County		Kewaunee County	Pine Grove	
Jackson County	Bear Creek		Carlton	Plover	
Merrillan	Black Creek				
	Nichols		Manitowoc County	Shawano County	
			Cooperstown	Wescott	
			Gibson		
			Mishicot		
			Rockland		
			Two Creeks		
			Two Rivers		



Exhibit B:
Peer Review Report



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Quality Control Review Opinion

As proof of our commitment to excellence in auditing we have voluntarily submitted our practice to peer review. This review was performed by independent auditors, and their report follows for your review. We would like to point out that the government and not-for-profit services department received the highest opinion possible as a result of this review.



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REHMANN ROBSON

Certified Public Accountants

A member of THE REHMANN GROUP

An Independent Member of Baker Tilly International

October 29, 2004

Shareholders
Schenck SC
Appleton, Wisconsin

We have reviewed the system of quality control for the accounting and auditing practice of Schenck SC (the Firm) in effect for the year ended July 31, 2004. A system of quality control encompasses the Firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the "*Statements on Quality Control Standards*" issued by the American Institute of Certified Public Accountants (AICPA). The design of the system and compliance with it are the responsibility of the Firm. Our responsibility is to express an opinion on the design of the system, and the Firm's compliance with the system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. In performing our review, we obtained an understanding of the system of quality control for the Firm's accounting and auditing practice. In addition, we tested compliance with the Firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the Firm's policies and procedures on selected engagements. Because our review was based on selective tests, it would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it.

Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control of future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Schenck SC in effect for the year ended July 31, 2004, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the Firm with reasonable assurance of conforming with professional standards.



REHMANN ROBSON

Certified Public Accountants

A member of THE REHMANN GROUP

An Independent Member of Baker Tilly International

October 29, 2004

Shareholders
Schenck SC
Appleton, Wisconsin

We have reviewed the system of quality control for the accounting and auditing practice of Schenck SC in effect for the year ended July 31, 2004, and have issued our report thereon dated October 29, 2004. That report should be read in conjunction with the comments in this letter, which were considered in determining our opinion.

ENGAGEMENT PERFORMANCE

Finding:

The Firm's quality control policies and procedures require that new auditing pronouncements be reviewed for applicability and implemented in a timely manner in all offices. On a number of engagements reviewed, the workpapers did not evidence effective or consistent implementation of new pronouncements primarily related to fraud risk assessment and documentation of the timing, nature and extent of audit procedures performed. However, we were able to satisfy ourselves that, in each relevant instance, these matters were appropriately considered in accordance with professional standards.

Recommendation:

The Firm's Technical Issues Committee should conduct a comprehensive review of the quality control materials available from its third party provider, and provide specific guidance on the form and content of workpaper documentation related to new auditing pronouncements. In addition, the Firm should conduct comprehensive training and education programs on a centralized basis related to the implementation of such pronouncements in order to further promote consistency of application in each practice office.



Exhibit C:
Account Team Biographies



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Areas of Specialization

- **Audit & Management Consulting for Governmental & Not-for-Profit Organizations**



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Experience

Dave has over fifteen years of experience providing accounting and auditing services to Wisconsin governments and not-for-profit entities, including entities that receive federal and state financial assistance. He has assisted many of his clients with implementing new financial reporting requirements. He also has experience providing consulting services for his clients. Specific engagements include:

- **Washington County** - In-depth analysis of county-wide accounts receivable systems to provide recommendations regarding centralizing the billing function
- **Washington County** - Internal control studies performed on the Clerk of Courts and Nursing Home departments
- **Walworth County** - Review the financial impact of the county's handicapped schools
- **Waushara County** - Review the financial recordkeeping systems within the human services department to provide specific recommendations for improving operations
- **Cities of Brillion, Clintonville and Antigo** - Preparation of water, sewer and electric rate increases
- **State of Wisconsin Department of Health and Family Services** - Participated in a risk-based pilot project to auditing State financial assistance programs

Education

University of Wisconsin-Madison, BBA, Accounting, 1990

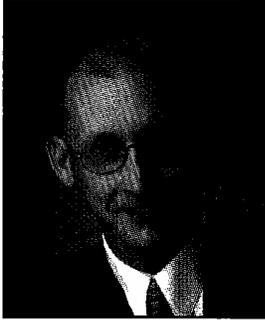
Certified Public Accountant, 1993

Elijah Watt Sells Award recipient

More than 40 hours per year of professional continuing education primarily relating to accounting and auditing for governmental and not-for-profit organizations

Professional Memberships

Wisconsin Institute of Certified Public Accountants, Member
American Institute of Certified Public Accountants, Member
Government Finance Officers Association, Associate Member



Areas of Specialization

- Government Accounting
- Government Auditing
- Government Consulting



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Experience

Jay supervises the planning and performance of field work of audits for governmental entities. He has assisted in audits of Wisconsin municipalities and not-for-profit organizations, and prepared financial statements, Public Service Commission Reports and State Financial Report Forms for governmental entities. He has been working with governments since 1990. Jay's audit experience includes the following governmental entities:

Brown County	Village of Sister Bay
Ozaukee County	Village of Suamico
Washington County	Clintonville Utilities
City of De Pere	Manitowoc Utilities
City of Marinette	Green Bay School District
City of Menasha	City of Ripon
City of Monona	Ho-Chunk Nation
City of Oconomowoc	Stockbridge-Munsee Community
City of Waukesha	Bad River Band of Lake Superior
City of West Allis	Tribe of Chippewa Indians
Village of Bellevue	State of Wisconsin
Village of Saukville	Department of Transportation

Education

University of Wisconsin—Whitewater, MBA, 1999

University of Wisconsin—Oshkosh, BBA, Accounting, 1990

Certified Public Accountant

More than 40 hours per year of continuing professional education primarily relating to auditing, accounting and taxation for not-for-profit and governmental organizations.

Professional Memberships

Wisconsin Institute of Certified Public Accountants, Member

American Institute of Certified Public Accountants, Member

Wisconsin Government Finance Officers Association, Member

Government Finance Officers Association, Member



Areas of Specialization

- Government Accounting
- Quality Control



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Experience

Sue is responsible for the technical review of audited financial statements of the firm's governmental clients and the implementation of new accounting pronouncements. She has assisted clients with the implementation of new capital asset reporting systems, internal control evaluations, and new financial reporting requirements.

Sue has over twenty years experience in governmental accounting and auditing, and has held the positions of Internal Auditor, Assistant Finance Director and Acting Finance Director with various Wisconsin governmental organizations.

Education

University of Wisconsin—Oshkosh, BBA, Accounting, 1983

Certified Public Accountant, 1986

More than 40 hours per year of professional continuing education

Professional Memberships

Wisconsin Institute of Certified Public Accountants, Member

Community Involvement

Girl Scouts of America, Council Delegate, School Coordinator and former troop leader

Ours Through Adoption of Northeast Wisconsin, member and past Treasurer



Reilly, Penner & Benton LLP
Certified Public Accountants & Consultants

1907 – Celebrating 100 Years of Client Service – 2007

Richard A. Raymaker
Steven C. Barney
Steven R. Volz
Daniel R. Brophey
Thomas G. Wieland
Michael W. Van Wagenen
David A. Grotkin

CITY OF MENASHA, WISCONSIN

**AUDIT AND RELATED SERVICES PROPOSAL
FOR THE YEARS ENDING DECEMBER 31, 2006 THROUGH 2008**

Contact Person: David A. Grotkin, Partner

E-mail Address: dgrotkin@rpblp.com

Date of Submission: February 23, 2007

CITY OF MENASHA, WISCONSIN
AUDIT AND RELATED SERVICES PROPOSAL
FOR THE YEARS ENDING DECEMBER 31, 2006 THROUGH 2008

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CITY OF MENASHA, WISCONSIN

LETTER OF TRANSMITTAL

Reilly, Penner & Benton LLP is pleased to present this proposal to provide the following services to the City of Menasha:

- Audit of the City's annual financial statements in accordance with generally accepted auditing standards for the years ended December 31, 2006 through 2008, and issuance of an opinion thereon.
- Provide a separate compilation report on the City of Menasha's tax incremental financing districts for the years ended December 31, 2006 through 2008.
- Annually prepare and issue a management letter, including reportable conditions and significant deficiencies noted in the City's internal control structure over its financial reporting process, as well as other recommended improvements in financial reporting, internal controls, and other matters.
- Provide an immediate, written report of all irregularities and illegal acts, or indications of illegal acts of which we become aware.
- Completion and submission of the City's annual State Financial Report Form C.
- Retain all working papers and reports in accordance with the guidelines set forth in the City's request for audit proposals. These documents will be made available upon the City's authorization, to the parties listed in the City's request for proposal.
- Respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers with continuing audit significance.
- Provide copies of all reports issued in accordance with the requirements listed in the City's request for proposal.

We are confident that our prior experience and the expertise of our audit team as outlined in the following technical proposal will result in outstanding service to the City, and that all aspects of the engagement will be delivered in accordance with the timeline established in the City's Request for Proposal.

The primary contact for this engagement will be David A. Grotkin, Partner. All contact information for Mr. Grotkin is included on the Title Page of this proposal.

CERTIFICATIONS OF INDEPENDENCE AND LICENSING

Reilly, Penner & Benton LLP is licensed to practice as a Certified Public Accounting Firm in the State of Wisconsin.

The firm has an excellent reputation in this service industry and has no history of substandard work.

Additionally, the firm, partners, and all staff members assigned to this engagement are free from impairments to independence with respect to the City of Menasha as defined by generally accepted auditing standards and Governmental Accounting Standards. The Firm is committed to maintaining this independence throughout the term of the engagement.

FIRM QUALIFICATIONS

Employment Data

Reilly, Penner & Benton LLP is a partnership, and a local medium sized full-service accounting firm. The Firm was founded in 1907 and has been performing audits of local governments for more than thirty years.

The current composition of the Firm's professional staff is as follows:

	Professional Staff	Municipal Auditing Staff	Engagement Auditing Staff
Partners	7	3	1
Managers	5	2	1
Seniors	4	3	1
Other professional staff	12	6	1

Results of Firm Reviews by External Parties

The Firm's most recent peer review was conducted for the year ended June 30, 2004. The review process included workpapers and reports for a local government engagement. The firm received an unmodified opinion (the highest possible level) for that period. A copy of the report on this external quality control review is attached to this proposal.

Results of federal or state desk reviews during the last three years have shown no instances of non-compliance.

No disciplinary action has been taken against the Firm by any regulatory body or professional organization, nor is any such action currently pending.

Information Regarding Current Litigation

The firm is not currently involved in any litigation regarding auditing engagements.

Firm Participation in Relevant Organizations

Firm personnel are members of, and participate in, a variety of relevant organizations, including the following:

- Wisconsin Government Finance Officers Association
- American Institute of Certified Public Accountants
- Wisconsin Institute of Certified Public Accountants
- Association of Government Accountants

For information on participation in relevant organizations by specific staff members to be assigned to this engagement, please refer to the Firm personnel resumes at the end of this section of the proposal.

FIRM QUALIFICATIONS (CONTINUED)

Firm Quality Control Procedures and Audit Review Process

The Firm has an outstanding history of conducting quality audit engagements. Quality control features are established at multiple levels throughout the engagement as follows:

- The Firm participates in the AICPA peer review process. The Firm's most recent peer review was conducted for the year ended June 30, 2004. The firm received an unmodified opinion (the highest possible level) for that period.
- All engagement related workpapers, reports and financial statements are reviewed by the engagement manager.
- All significant engagement workpapers, and all engagement reports and financial statements, are again reviewed by the engagement partner.
- All engagement reports and financial statements are subjected to a second partner review.
- The firm subscribes to an industry recognized electronic audit program service. Updates for recommended audit procedures are received electronically as industry standards are updated, ensuring that all audits are conducted in accordance with the most recent industry standards.
- The Firm subscribes to a number of on-line audit research tools, ensuring access to industry guidelines for accounting and financial reporting of virtually any type of transaction.
- All Firm personnel assigned to this engagement meet or exceed continuing professional education requirements related to audits of local governments and single audits.

Other Firm Qualifications

Reilly, Penner & Benton, LLP is a "full service" accounting firm. Personnel to be assigned to this engagement possess knowledge of a wide range of related topics and can provide advice in a timely and efficient manner. Examples of our available assistance include:

- Updates on legislative matters
- Interpretation of TIF District rules and regulations
- Interpretation of DOR, DNR, PSC and other departmental regulations
- Utility rate cases
- Evaluation and development of policies and procedures related to utility operations, billing and collection procedures
- Records management
- Compensation studies
- Debt planning and restructuring
- Operations and management studies
- TIF and other project development
- Grant development assistance
- Forensic accounting and transaction reconstruction

AUDIT TEAM QUALIFICATIONS AND EXPERIENCE

Resumes and Time Commitments of Key Staff Members

The following pages provide resumes and time commitments for the following personnel to be assigned to this engagement:

Partner: David A. Grotkin

Manager: Joel A. Joyce

Additional staffing for this engagement will be decided at a later date.

PROFESSIONAL PROFILE

DAVID A. GROTKIN, CPA - PARTNER

Mr. Grotkin is a Certified Public Accountant and Partner at Reilly, Penner & Benton, LLP.

Mr. Grotkin graduated from the University of Wisconsin - Whitewater in 1985 with a Bachelor of Business Administration - Accounting degree. He began his accounting career at Reilly, Penner & Benton, LLP as a staff accountant in 1986 and was admitted to partnership in 2001. Today, David provides his clients with direction and support, while managing compliance needs. Dave's professional experience extends beyond traditional tax, audit, and accounting matters. He is accredited in Business Valuations (ABV) by the American Institute of Certified Public Accountants and provides opinions on business values for sale, acquisition or mergers, estate matters, litigation support, divorce settlements, partnership values and insurance needs.

Mr. Grotkin can be reached at 414.271.7800 or via email at dgrotkin@rpblp.com.

Mr. Grotkin has extensive experience conducting financial and compliance audits for local governments. His current and past experience includes being in charge of the financial and compliance audits of the following local governments:

- Village of River Hills
- Village of Grafton
- City of Greenfield
- City of Oconomowoc
- Lake Pewaukee Sanitary District

Mr. Grotkin is also a member of the following entities:

- American Institute of Certified Public Accountants
- Wisconsin Institute of Certified Public Accountants
- Rotary Club

Mr. Grotkin has maintained the required CPE credits related to governmental engagements during the past three years.

Due to the timing of this request for proposal, the timetable for the 2006 audit engagement will differ from future years. Fieldwork is expected to be completed in May 2007, with final report issuance by July 20, 2007.

In future years, Mr. Grotkin's time commitments related to this audit will include participation in the planning of the audit, which is typically performed at the Firm's office during October or November of the year being audited. Mr. Grotkin will actively participate during the audit fieldwork as needed, primarily overseeing the completion of fieldwork tasks and conducting reviews of engagement workpapers. Fieldwork is expected to be completed in one week during March at the convenience of City and based on the availability of client prepared documents. His review of engagement workpapers and reports will be completed at the Firm's office will be completed during late March or early April ensuring completion of the audit and related reports in accordance with the timeline stated in the City's request for proposal.

PROFESSIONAL PROFILE

JOEL A. JOYCE, CPA - MANAGER

Mr. Joyce is a Certified Public Accountant and Manager at Reilly, Penner & Benton, LLP.

He is a graduate of the University of Wisconsin - Milwaukee and holds a Bachelor of Business Administration - Accounting degree.

Mr. Joyce has fourteen years of municipal audit experience conducting audits of local governments. Mr. Joyce has expertise in both governmental and business-type municipal activities. This experience includes being the Manager in charge of the financial and compliance audits of the following local governments:

- Village of Menomonee Falls
- Village of Hales Corners
- Village of Grafton

Mr. Joyce has also recently provided other related services to the following local governments:

- City of Franklin – Internal Control Study
- City of Franklin – Forensic accounting and transaction reconstruction

Prior to his promotion to Manager in 1999, Joel participated in financial and compliance audits for the following local governments:

- City of La Crosse
- City of Pittsville
- Village of Bayside

Mr. Joyce has maintained the required CPE credits related to governmental engagements during the past three years.

Due to the timing of this request for proposal, the timetable for the 2006 audit engagement will differ from future years. Fieldwork is expected to be completed in May 2007, with final report issuance by July 20, 2007.

In future years, Mr. Joyce's time commitments related to this audit will include participation in the planning of the audit, which is typically performed at the Firm's office during October or November of the year being audited. He will also be present for preliminary fieldwork, which is expected to be completed in approximately two days, during November or December. Additionally, Mr. Joyce will be present during substantially all of the audit fieldwork, overseeing the completion of fieldwork tasks for all funds of the City, directing Firm seniors and staff, acting as the primary liaison between Firm audit staff and City personnel, completing significant or complex engagement workpapers, and conducting reviews of engagement workpapers. Fieldwork is expected to be completed in one week during March at the convenience of City and based on the availability of client prepared documents. His review of engagement workpapers and reports will be completed at the Firm's office during late March, to ensure adequate time for Partner review in accordance with Firm standards and the timeline stated in the City's request for proposal.

RECENT ENGAGEMENTS WITH SIMILAR GOVERNMENTAL ENTITIES

The Firm currently has recently provided annual financial statement audit services to numerous local governments, including, but not limited to, the following municipalities:

<u>Municipality</u>	<u>Recent Years of Service</u>
City of Cedarburg	2003 – 2006
Village of Menomonee Falls	2003 – 2006
Village of Slinger	2003 – 2006
Village of Hales Corners	2003 – 2006
Village of River Hills	2003 – 2006
Village of Oconomowoc Lake	2003 – 2006

The Firm has also recently performed statutorily required Tax Incremental Financing District audits for the City of Cedarburg, the Village of Menomonee Falls, the Village of Hales Corners, and the Village of Slinger.

The Firm has also recently performed Federal and State Single Audits for the City of Cedarburg, the Village of Menomonee Falls, and the Village of Hales Corners.

References are as follows:

	<u>Village of Menomonee Falls</u>	<u>Village of Deerfield</u>	<u>City of Cedarburg</u>
Engagement Scope:	Financial Statement Audit State Report Preparation PSC Report Preparation	Financial Statement Audit State Report Preparation PSC Report Preparation	Financial Statement Audit State Report Preparation PSC Report Preparation
Contact:	Ms. Mary Datka	Mr. Dean Otte	Ms. Christy Mertes
Title:	Director of Financial Services	Village Administrator, Clerk – Treasurer	Treasurer
Address:	W156 N8480 Pilgrim Road Menomonee Falls, WI 53051	4 North Main Street P.O. Box 66 Deerfield, WI 53531	W63 N645 Washington Ave. Cedarburg, WI 53012
Telephone:	(262) 255-8300	(262) 644-5265	(262) 376-3901

FIRM AUDIT APPROACH

Audit Work Plan Outline

Basic Audit Program

Audit Planning (October or November)

- Mr. David A. Grotkin and Mr. Joel Joyce (the Audit Partner and Manager, respectively) will discuss audit timing, new program or audit requirements, and areas identified for special compliance or extended testing with the appropriate City officials.
- The entire Firm audit team will meet to discuss the current year audit plan and perform planning procedures in accordance with audit planning requirements of SAS 99.
- Review prior year's audit workpapers, and reports.

Preliminary Audit Work Fieldwork (November or December)

- Entrance conference with City personnel
- Review of internal control systems through both interviews and testing (including data processing controls) and any changes from the prior periods
- Systems testing
- Read minutes to obtain relevant audit information
- Develop and perform compliance tests of internal controls
- Perform initial audit risk and materiality analysis
- Prepare permanent file documentation
- EDP system review and testing of EDP control compliance
- Preliminary analytical review
- Perform preliminary substantive audit testing on specific revenue and expense accounts
- Obtain and mail confirmation requests
- Revision of audit plan if necessary (based on preliminary procedures performed)

FIRM AUDIT APPROACH (CONTINUED)

Audit Work Plan Outline (Continued)

Basic Audit Program (Continued)

Audit Fieldwork (March)

- Obtain client prepared trial balance, workpapers and reconciliations
- Complete substantive and general audit procedures for specific accounts and transaction classes
- Conduct statistical and random transaction testing
- Complete field review of workpapers
- Discuss findings with appropriate City personnel
- Propose necessary adjustments, if any
- Perform final analytical review
- Conduct exit conference

Final Workpaper and Report Preparation and Review (March – April)

- Obtain client prepared reports
- Manager report review
- Partner workpaper and report review
- Preparation of drafts of audit opinion and management letter
- Preparation of single audit report, if applicable
- Preparation of Tax Rule 16 report
- Issuance of report drafts
- Issuance of final reports

FIRM AUDIT APPROACH (CONTINUED)

Audit Work Plan Outline (Continued)

Typical Assistance Expected From the City's Staff

City employees would be expected to perform the following tasks:

- Prepare all confirmation requests (cash, investments, receivables, etc)
- Provide a trial balance of ledger accounts, preferably in electronic format (Excel preferred)
- Provide access to general ledger detail or generate specific ledger account detail upon request
- Prepare reconciliations/documentation substantiating balances of all significant balance sheet accounts
- Locate all invoices or other documents selected for testing
- Provide adequate workspace during fieldwork for three to five auditors
- Provide reasonable access to Accounting Department personnel with an understanding of the accounting implications of City transactions

COST PROPOSAL FOR AUDIT AND RELATED SERVICES
FOR THE YEARS ENDED DECEMBER 31, 2006 THROUGH 2008

All Inclusive Maximum Price

	<u>2006</u> <u>Audit</u>	<u>2007</u> <u>Audit</u>	<u>2008</u> <u>Audit</u>
General Audit	\$20,000	\$22,000	\$22,800
Library Audit	\$3,000	\$3,300	\$3,500
T.I.F. Audits	\$4,000	\$4,400	\$4,600
Federal and State Compliance	\$2,000	\$2,100	\$2,200
Annual State Report Form C	\$1,000	\$1,100	\$1,200
Grand Total	\$30,000	\$32,900	\$34,300

Rates for Additional Professional Services

	<u>2006</u>	<u>2007</u>	<u>2008</u>
Partner	\$220	\$230	\$240
Manager	\$125	\$130	\$135
Senior	\$90	\$93	\$95
Staff	\$70	\$72	\$75

**PROPOSAL FOR
AUDITING SERVICES
CITY OF MENASHA**

Submitted By:

Kerber, Rose & Associates, S.C.
January 31, 2007

Contact Person:

Karen Kerber, CPA
Shareholder
115 E. Fifth Street
Shawano, Wisconsin 54166
Phone 715-526-9400
Fax 715-524-2599
kkerber@kerberrose.com

Proposal Effective for 90 Days from Date of Submission

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Peer Review Letter	See Attached



KERBER, ROSE & ASSOCIATES, S.C.

Certified Public Accountants

115 E. Fifth Street • Shawano, WI 54166
(715) 526-9400 • Fax (715) 524-2599

Mr. Thomas Stoffel
City Comptroller/Treasurer
City of Menasha
140 Main Street
Menasha, WI 54952

Dear Mr. Stoffel:

Thank you for giving us this opportunity to submit this proposal to perform services for the City of Menasha. We will provide the City of Menasha with a timely and efficiently performed audit.

Kerber, Rose & Associates, S.C. principal service to the City will be the annual audit, which leads to an opinion on the City's financial statements. We will perform this audit in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants, Governmental Auditing Standards and other standard setting bodies as required. This includes the preparation of a single audit report, if necessary, as required by the Federal Office of Management and Budget Circular A-133, the Provider Agency Audit Guide, issued by the State of Wisconsin and the State of Wisconsin Single Audit Guidelines. These services will include the preparation of the financial statements and notes as well as assistance with the management discussion and analysis.

Your selection of an independent auditor is an important decision. We believe our proposal will demonstrate that as a full service firm, including audit, management consulting, information technology, and tax services, we are especially well qualified to serve the City of Menasha. Our in-depth knowledge of the governmental sector will provide you with additional assurance that you are receiving the level of service the City of Menasha deserves.

We believe the following are important factors:

- **The people who will serve the organization.** This is important because auditing is a process built on relationships. Karen Kerber will be the audit shareholder and manager on the City of Menasha audits. She is based in our Shawano office and serves the northeast and north central region. She is readily available to serve the City throughout the year. Karen Kerber has been providing audit and consulting services for over 18 years.
- **Related experience of the engagement team.** Linda Brend is a senior accountant in our Shawano office. Linda has over 20 years of experience in the governmental sector and auditing. Jackie Surprise is also a senior in our Shawano office. Jackie has over fifteen years of experience in the governmental sector and auditing. Joe Galarowicz, a shareholder in our Fox Cities office, will be the concurring shareholder for the City audits and has over 25 years of experience.
- **Fees.** As a governmental entity, we understand your need to control costs without sacrificing quality and timeliness. Our lower overhead, compared to many of our competitors, is reflected in our hourly rates and fee structure.

City of Menasha
Menasha, Wisconsin

- **Communication.** Communication is an important process that needs to occur throughout the year rather than just during the audit. Consequently, we will inform the City's management throughout the year of significant events affecting either governmental accounting or the accounting profession in general as it relates to your organization. Our quarterly governmental newsletter is one means of our communication. We will also issue a management letter at the end of the audit engagement which includes findings and recommendations affecting the financial statements, internal controls, accounting systems and procedures and any other material matters which come to our attention.

Our firm is committed to performing the work as outlined in the request for proposal including holding the exit conference prior to April 15 for the years ending December 31, 2007 and 2008. For the year ended December 31, 2006 we will hold the exit conference prior to May 15, 2007. The final audit reports will be delivered by April 30 for the years ending December 31, 2007 and 2008. For the year ended December 31, 2006, we will deliver the final audit reports by May 31, 2007. Please also refer to the section titled "services to be performed" for additional information on our commitment to providing the services within the time frame outlined by the City.

We sincerely appreciate the opportunity to submit a proposal on this engagement. If you require any additional information, please contact me as follows as I am the authorized representative for the firm:

Mail	115 E Fifth Street, Shawano WI 54166
Telephone	715-526-9400
Fax	715-524-2599
E-Mail	kkerber@kerberrose.com

Sincerely,

Kerber, Rose & Associates, S.C.



Karen Kerber, CPA
Shareholder

FIRM PROFILE

Kerber, Rose & Associates, S.C. is a regional firm of certified public accountants and management consultants. Our roots began in the City of Shawano in the late seventies. By providing quality, timely services to our clients, our firm has grown to include approximately ninety employees located in ten offices in north central and north eastern Wisconsin.

The Shawano office has a staff of professionals dedicated to performing audit and other services for our governmental clients and as such will be responsible for the City of Menasha's audit. We also have staff available from our Fox Cities and Marinette office if the need should arise. The staff dedicated to providing services to our governmental sector clients consists of a total of approximately twenty individuals. The Shawano staff consists of three shareholders, three managers, six senior accountants, four staff accountants, and various paraprofessional staff.

We will staff the City of Menasha's audit team with individuals trained and dedicated to providing services to our governmental clients. This will include a shareholder who will also serve as manager, two senior accountants and a staff accountant. The shareholder/manager will serve on a full time basis with a senior and staff accountant.

We are a full-service public accounting firm in that we offer services in the areas of auditing, accounting, tax, and management consulting. We serve dozens of clients in both the public and private sector – from small to large in both categories. It is our philosophy to be unique by providing the broad range of services and in-depth industry experience our clients expect, and at the same time, retain the personal service and responsiveness which has contributed to our growth.

We are different from most, if not all, of our competitors. What makes us different is our size. We are a middle tier firm. As such, we are able to attract highly talented people and offer more services than smaller firms, but at the same time, our smaller, less complex organizational structure allows us to be more cost effective than the larger firms. Our shareholders believe in a high level of involvement in addressing our client's needs. On audits, shareholders are on-site during a fieldwork. Our clients are attracted to this personal contact that allows relationships to develop.

Our audit staff works with a variety of accounting software and utilizes electronic trial balance and paperless technology during the performance of the audit. Karen Kerber has assisted various governments, nonprofits and businesses with the evaluation, selection and implementation of accounting software to meet their needs. She has also assisted with training and report design. Linda Brend and Jackie Surprise have previously held positions in governmental entities and are very familiar with various accounting software. Our firm also has a technology division which can assist with the audit if we determined a need for a specialist in this area.

QUALIFICATIONS

KEY PERSONNEL

We have selected a service team to provide the talents required by this engagement. The staff assigned to your engagement will remain consistent from year to year. This is essential in order to facilitate the development of a relationship between our staff and the City of Menasha personnel. If any change is required due to unforeseen circumstances in the shareholder, manager or senior, we will discuss this with the City of Menasha personnel.

AUDIT SHAREHOLDER/MANAGER – Karen Kerber, CPA

Karen has eighteen years of experience in public accounting. She has experience in governmental and non-profit audits as well as other areas of service within the accounting firm. Karen is a graduate of the University of Wisconsin – Green Bay.

As audit shareholder/manager, Ms. Kerber will be responsible for:

- Supervising the audit staff during the audit
- Working as the primary contact for the audit team
- On-site coordination of the audit team
- Direct participation in the execution of audit objectives

Karen obtains continuing professional education in governmental accounting each year. Among the courses are the following:

- AICPA National Governmental and Not-for-Profit Conference
- Single Audit
- GASB 34 Implementation

Karen is a reviewer for the GFOA for Comprehensive Annual Reports which are submitted for review. She is also a member of the GFOA, WICPA and AICPA.

She will be on-site to supervise and participate with the audit staff in the performance of the audit at the City of Menasha.

SENIOR ACCOUNTANT – Linda Brend, CPA

Linda has over twenty years of experience in the public accounting sector. She has experience in governmental and non-profit audits. Linda is a graduate of the University of Wisconsin – Green Bay. Linda will assist in the development of the audit plan and will be responsible for accomplishing the day-to-day audit objectives.

Linda obtains continuing professional education in governmental accounting each year. Among the courses are the following:

- In-Charge Training
- Single Audit
- GASB 34 Implementation
- GASB Updates

Linda is a member of the WICPA and AICPA.

She will be on-site throughout the performance of the fieldwork at the City of Menasha.

QUALIFICATIONS

SENIOR ACCOUNTANT – Jackie Suprise

Jackie has over fifteen years of experience in accounting including serving as treasurer for various Village and City governments. She has experience in governmental and non-profit audits. Jackie is a graduate of Northeast Technical College. As a senior accountant, Jackie will assist with the execution of the audit objectives and completion of the reports.

Jackie obtains continuing professional education in governmental accounting each year. Among the courses are the following:

- Single Audit
- GASB 34 Implementation
- GASB Updates

She will be on-site throughout the performance of the fieldwork at the City of Menasha.

QUALITY CONTROL REVIEWER – Joseph Galarowicz, CPA

Joe has over 25 years of accounting, auditing and quality assurance experience and is a shareholder in our Fox Cities office. A graduate of UW-Madison, Joe was a partner in Virchow Krause's Public Sector Practice Group located in Appleton. Over the past 25 years, he has provided financial auditing services to not-for-profit organizations, municipalities, utilities, colleges, school districts, housing projects, and employee benefit plans. Joe also performs peer reviews for other CPA firms throughout the country.

As quality control reviewer, Mr. Galarowicz will have the following responsibilities:

- Act as a resource for any consultation required on the engagement
- Assurance of technical quality of the final report

Joe obtains continuing professional education in governmental accounting each year. Among the courses are the following:

- AICPA National Governmental and Not-for-Profit Conference
- Single Audit
- GASB 34 Implementation

Joe is a member of the Wisconsin Institute of Certified Public Accountants Peer Review Committee. He is also a member of the WICPA and the AICPA.

STAFF ACCOUNTANTS

The engagement staffing will be completed with professionals trained in governmental auditing as needed in order to complete the engagement in a timely fashion.

ADDITIONAL CONTINUING EDUCATION

Our staff also participates in various in-house training courses which focus on governmental and non-profit standards as well as overall accounting standards. In addition, the staff is involved in Yellow Book updates and training.

RELATED EXPERIENCE

Our firm provides governmental auditing services to approximately forty entities. A partial list of our current governmental clients is as follows:

- City of Wautoma
Russ Nero
P.O. Box 428
Wautoma, WI 54982
920-787-4044
Audit of City and Utility, GASB 34
Implementation, WDR Report
Form and PSC Filing
Twenty Years
- City of Oconto
Linda Belongia
1210 E. Main Street
Oconto, WI 54153
920-834-7711
Audit of City and Utility, GASB 34
Implementation, WDR Report
Form Filing
Three Years
- Village of Gresham
Grace Schwafel
P.O. Box 50
Gresham, WI 54128
715-787-3201
Audit of Village and Utility, GASB
34 Implementation, WDR Report
Form and PSC Filing, Rate Case
Assistance
Ten Years
- Village of Shiocton
Nancy Wilcox
P.O. 96
Shiocton, WI 54170
920-986-3415
Audit of Village and Utility, GASB
34 Implementation, WDR Report
Form and PSC Filing
Twenty Years
- City of Shawano
Marlene Brath
127 S Sawyer Street
Shawano, WI 54166
715-526-6151
Audit of City
One Year
- Village of Little Chute
Mr. Dale Haug
108 W. Main Street
Little Chute, WI 54140
920-788-7380
Audit of City
One Year
- Village of Grafton
Paul Styduhar
P.O. Box 125
Grafton, WI 53024
262-375-5300
Audit of Village and Utility,
Comprehensive Annual
Report, WDR Report Form
and PSC Filing
Three Years
- Village of Bowler
Kerry Brietrick
P.O. 68
Bowler, WI 54416
715-793-4910
Audit of Village and Utility, GASB
34 Implementation, WDR Report
Form and PSC Filing, Rate Case
Assistance
Twenty Years
- Town of Washington
Valerie Carpenter
P.O. 220
Washington Island, WI 54246
920-847-2522
Audit of Town, GASB 34
Implementation, WDR Report
Form and PSC Filing
Three Years
- Village of Wittenberg
Chris Vollrath
208 W Vinal Street
Wittenberg, WI 54499
715-253-6063
Audit of Village
Three Years

RELATED EXPERIENCE

Our Shawano office has performed numerous single audits over the past years. These audits were performed for cities, villages, towns, utilities, school districts, housing authorities, not-for-profit agencies and other special districts. The following is a list of the major federal programs that we have audited:

- United States Department of Agriculture
 - Child Nutrition Cluster which includes school breakfast program, national school lunch program, special milk program for children, and summer food service program for children
 - Water and waste disposal systems for rural communities
 - Community facilities loans and grants
- Department of Commerce
 - Public works and economics development cluster which includes grants for public works and economic development facilities and economic adjustment assistance
- Department of Energy
 - Weatherization assistance for low-income persons
- Department of Homeland Security
 - Public assistance grants
 - Homeland security cluster which includes homeland security grant program and state domestic preparedness equipment support program
- Department of Education
 - Title I, Part A
 - Special education cluster which includes special education-grants to state (IDEA, Part B) and special education-preschool grants (IDEA, Preschool)
 - Impact aid (Title VIII of ESEA)
 - Safe and drug free schools and communities (Title IV, Part A, Subpart I of ESEA)
 - Charter schools
 - 21st Century
 - Bilingual education cluster which includes program development and implementation grants, comprehensive schools grants and system wide improvement grants
 - State grants for innovative programs
 - Education technology grants
 - Reading First
 - English language acquisition grants (Title III, Part A)
 - Improving teacher quality
 - Hurricane education recovery act programs
- Department of Health and Human Services
 - Aging cluster which includes special programs for the aging-Title II, Part B- grants for supportive services and senior centers, Title III, Part C-nutrition services, and nutrition services incentive program
 - Temporary assistance for needy families (TANF)

RELATED EXPERIENCE

- Department of Housing and Urban Development
 - Section 8 Project-Based Cluster which includes new construction and substantial rehabilitation, housing assistance payments program-special allocations, moderate rehabilitation single room occupancy and lower income housing assistance program
 - CDBG – Entitlement and (HUD-administered) small cities cluster which includes
 - Community Development Block Grants/State's Program
 - Home investment partnership program
 - Public and Indian Housing
 - Section 8 Housing Choice Vouchers Program
 - Public housing capital fund

- Department of Labor
 - Senior community service employment program

- Department of Transportation
 - Airport Improvement Program

- Environmental Protection Agency
 - Capitalization grants for clean water state revolving funds
 - Capitalization grants for drinking water state revolving funds

- Wisconsin Provider Agency Audit Guide
 - Department of Health and Family Services
 - Department of Workforce Development
 - Department of Corrections

- Wisconsin Department of Administration

- Clean Water Loan Fund

SERVICES TO BE PERFORMED

Our firm will provide an audit of the City's financial statements for the years ending December 31, 2006, 2007 and 2008 in conformity with generally accepted auditing standards, Government Auditing Standards, and other applicable standard setting bodies as may be applicable to each year. The objective of our audit will be the expression of an opinion on the fair presentation of the financial statements in accordance with generally accepted accounting principles in the United States of America including GASB 34.

We will also perform certain limited procedures on required supplementary information which is presented in the financial statements.

We will draft the financial statements and notes on behalf of the City. We will assist with the drafting of the management discussion and analysis.

The reports issued by our firm will include an expression of our opinion on the financial statements, a management letter which will communicate any control deficiencies or suggestions for improvement which have come to our attention during the audit. In addition, if we discover any irregularities or illegal acts, we will communicate these in writing to the appropriate level of management. We will consider the Common Council to be acting in the capacity of an audit committee and as such we will communicate the various items outlined in the request for proposal. If applicable, we will also issue a report on compliance and internal control over financial reporting based on our audit of the financial statements.

At the conclusion of the audit, we will hold an exit conference with City personnel to review copies of the draft financial statements, the management letter and any other reports issued in conjunction with our audit prior to presentation to the Common Council.

Kerber, Rose & Associates staff will be available during the year to the City of Menasha. We will provide guidance on accounting practices and methods, interpretations and compliance with Federal and State laws and regulations, and other financial records management issues as they may arise. These services are part of our audit service as we believe open communication between us will benefit both parties involved.

If the City of Menasha requests of Kerber, Rose & Associates, S.C. additional services to supplement the services requested in the request for proposal or the performance of additional work as a result of any specific recommendations included in the management letter, the hourly rate will be based on the rate in effect at the time the services are performed.

Any additional work will be discussed and set forth in a written contract prior to the undertaking of the work to ensure there is no misunderstanding between the City and Kerber, Rose & Associates, S.C.

AUDIT APPROACH

When Kerber Rose performs an audit, a critical step is obtaining an understanding of our client's operations and the unique factors which differentiate it. We develop a thorough understanding of our client's activities, operating systems, personnel and special needs. We use this information to plan a complete but efficient audit; areas which require more attention are identified and unnecessary or redundant procedures are eliminated.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts. We will also correspond with selected funding sources, creditors, and financial institutions to confirm bank balances and certain other assets and liabilities.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

We segregate our audits into three identifiable phases – planning, year-end audit work and reporting. Each of these areas is described below.

Planning

During this phase we will establish a proper basis for the audit to maximize audit effectiveness and minimize audit costs. This phase includes discussions with appropriate client personnel to cover such matters as:

- Initial audit concerns;
- Our preliminary plan for conducting the audit to meet the organization's timing requirements;
- Reporting issues;
- Coordination of workpapers to be provided by the organization;
- Assessing risk at the account balance level as well as the assertion level; and
- Determine necessity of single audit

Analytical review procedures to be performed during planning include examination of trends, budget comparisons and other available data. Planning will also include review, evaluation and documentation of the organization's internal controls; identification of areas where potential material fraud could exist, and review of Board minutes of meetings held during the year. The final step of the planning phase will be finalizing an audit program based on the data accumulated during planning. For the 2006 audit, we will need to obtain copies of certain workpapers from the predecessor auditor. We will conduct this phase as soon as possible after we are appointed as the City auditors. For subsequent years, we will conduct this phase in November or early December.

Preliminary Work

The evaluation of internal controls completed during planning may have identified specific policies and procedures that may be relied upon to detect or prevent material misstatements of financial data. It may then be practical to perform tests of controls to evaluate the effectiveness of such policies and procedures. This phase will also include testing of internal controls relating to the federal and state awards received by the City, if required, tests of compliance with related laws and regulations, and other matters we deem appropriate to test at this time. We will coordinate the required testing of controls and compliance between the single audit and general audit requirements in order to obtain additional efficiency for both the City and us. This phase will be conducted during the year-end audit work for the first year of the audit.

AUDIT APPROACH

Year-End Audit Work

This phase will commence when the City's accounting personnel have prepared a trial balance and completed the workpapers agreed upon during planning. This phase will primarily involve performance of substantive procedures. The purpose of substantive tests will be to provide reasonable assurance of the validity of account balances as produced by the accounting system. These tests involve obtaining or examining evidence to verify the propriety of such balances. All work performed is reviewed by the shareholder.

Reporting

The final phase involves preparation of financial statements, reports and the management letter. Preliminary drafts of the audit report and financial statements will be provided to management for review prior to finalizing the reports. We will provide final copies of the report and financial statements within ten business days of receiving approval from you regarding the draft copies. We will also appear at a Common Council meeting.

The following is our tentative schedule for completing the audit for December 31, 2006:

<u>Phase</u>	<u>Timing</u>	<u>Hours</u>	<u>Staff</u>
Planning	March/April	20	Shareholder/Senior
Preliminary Fieldwork	Mid April	30	Seniors
Year End Fieldwork	Mid April	100	Shareholder/Seniors
Final Adjustments	Early May	5	Shareholder/Senior
Draft of Audit Reports and Management Letter	May 15	15	Shareholder/Senior
Final Audit Report and Management Letter and Appearance at Meeting	May 31	10	Quality Control/Shareholder

The following is our tentative schedule for completing the audit for December 31, 2007 and 2008:

<u>Phase</u>	<u>Timing</u>	<u>Hours</u>	<u>Staff</u>
Planning	Early December	20	Shareholder/Senior
Preliminary Fieldwork	Early December	30	Seniors
Year End Fieldwork	By March	100	Shareholder/Seniors
Final Adjustments	End of March	5	Shareholder/Senior
Draft of Audit Reports and Management Letter	April 15	15	Shareholder/Senior
Final Audit Report and Management Letter and Appearance at Meeting	May 1	10	Quality Control/Shareholder

FEE ESTIMATE

Thank you for allowing us to have an opportunity to propose on the audit services for the City of Menasha. We sincerely appreciate this opportunity to establish a long-term relationship with you. This proposal reflects the hours remaining consistent for the three years of the audit engagement. We do expect the first year to include an additional 40 to 60 hours of start up time required to gain a thorough understanding of the City's systems. We are willing to absorb this time as a demonstration to the City of our commitment to fostering a long-term relationship with you.

Our fees are based on the amount of time required to complete an assignment and the level of personnel assigned. We render interim billings as work progresses and a final billing at the conclusion of each engagement. We will not render progress billings for more than 75% of the all-inclusive fee. The final 25% will be billed after delivery of the final reports and presentation to and acceptance by the governing body.

Our fees are based on the assumption that the accounting records will be readily available and that we will receive assistance from your personnel in the preparation of detailed analyses, workpapers, etc., including trial balances or schedules prepared in the normal course of business. A listing of such schedules will be provided to City personnel during the planning phase of each audit.

We believe in open communication with our clients. As requested in the audit request for proposal, we will be available to answer questions throughout the fiscal year on matters relating to the City's accounting system, audit, or general changes that will impact the City's fiscal operations. This level of open communication fosters a relationship of increased understanding which benefits both the City and our firm. If there are items which we feel fall outside of these services, we will discuss the situation with the City and will provide the City with an estimated cost of these services based on our billing rates in effect at the time of the service prior to undertaking them. An example of such services may include the request to provide an internal control study which results in the streamlining of the City's procedures or other items of that nature.

The all-inclusive fees for each of the three years are as follows:

	2006	2007	2008
General City	\$ 9,350	\$ 9,725	\$ 10,125
Library	600	625	650
T.I.F. Districts (9)	2,500	2,600	2,700
Total for Audits	<u>12,450</u>	<u>12,950</u>	<u>13,475</u>
Financial Form C	650	675	700
If Required for the Year:			
Federal and State Single Audit	1,400	1,450	1,500
Provider Agency Guide Audit	650	675	700
Total for Services Only if			
Additional Items are Required	<u>\$ 15,150</u>	<u>\$ 15,750</u>	<u>\$ 16,375</u>

The Federal and State Single Audit have not been required since the year ended December 31, 2001. The fee is reported separately in case it may be required for any of the years. The Provider Agency Guide Audit was required for the year ended December 31, 2005.

FEE ESTIMATE

The hours and rates are as follows:

<u>2006</u>	<u>Hours</u>	<u>Rates</u>
Quality Control	4	\$ 160
Shareholder/Manager	40	130
Seniors (2)	130	70
Clerical Staff	6	40
Total Hours for 2006 Audit	<u>180</u>	

The rates for subsequent years reflect an inflationary increase of 4% per year.

If you require any additional information, please contact me Karen Kerber as she is the authorized representative for the firm:

Mail 115 E Fifth Street, Shawano WI 54166
Telephone 715-526-9400
Fax 715-524-2599
E-Mail kkerber@kerberrose.com

ADDITIONAL INFORMATION

Quality Control

Kerber, Rose & Associates, S.C. is proud of its reputation of providing clients with high quality services. We undergo an internal review of our firm to assure compliance with standards of our profession and of those additional standards set by our firm. In addition, we are required to undergo an independent peer review. This entails an outside certified public accounting firm evaluating our procedures, products and services. This review did include specific governmental clients as that is the majority of our audit practice. Our most recent external quality control report is included for your reference.

Our firm was also randomly selected and involved in a field service review from the OMB which is the responsible agency for audits performed in accordance with single audit requirements. We are proud to report that the results of this review resulted in no findings and our firm was deemed to be following the standards appropriately.

Our firm was also randomly selected and involved in a field service review conducted by the Wisconsin Department of Public Instruction. This review also resulted in no findings.

We have also joined the Governmental Quality Audit Center. The Center's primary purpose is to promote the importance of quality governmental audits and the value of such audits to purchasers of governmental audit services. The Center also offers resources to enhance the quality of a firm's governmental audits.

Our firm has not been involved in any disciplinary action with any regulatory bodies or involved in any lawsuits since our period of inception.

License to Practice in Wisconsin

Our firm and all assigned key professional staff are properly licensed in the State of Wisconsin. In addition, our firm has not been involved in any disciplinary actions regarding substandard work over the history of our firm with any federal or state regulatory bodies or professional organizations.

Independence

Our firm and the staff to be assigned to the City of Menasha's audit are independent in accordance with generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. We have not provided services to the City or any of its agencies in the past.

Work Paper Retention

Our firm will retain the workpapers and reports of the City of Menasha for a minimum of seven years unless we are notified to the contrary. These workpapers will be made available to the parties or their designees as indicated in the request for proposal.

Please review the enclosed firm brochure for additional information regarding our firm. We also invite you to visit our website at www.kerberrose.com.

Thank you again for this opportunity. Fees are difficult to estimate because they are dependent upon the number of hours required, which can vary for many reasons. Accordingly, in the event our estimate is out-of-line with comparable proposals or with your expectations, we would be pleased to discuss it further with you.

Proposal to Audit
City of Menasha, Wisconsin
For the Years Ending
December 31, 2006, 2007, and 2008

Presented by:

Alan Brey, Vice President
Johnson Block and Company, Inc.
Certified Public Accountants
229 High Street
Mineral Point, WI 53565
(608) 987-2206

February 20, 2007
City of Menasha, Wisconsin
Proposal to Audit for the Years Ending

December 31, 2006, 2007, and 2008
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PERFORMANCE SPECIFICATIONS

We understand that the City of Menasha is requesting audit proposals for the years ending December 31, 2006, 2007 and 2008. Our firm is committed to performing the audit within the required time line as described in your request: Entrance conference – Early to mid December, field work to commence in March, draft financial statements by April 15 and final report issued by May 1. We would not anticipate the 2006 audit beginning until May, 2007 with completion in July, 2007.

ALL INCLUSIVE FEES

We anticipate the hours to complete the audit to be 240.

The all-inclusive fee is as follows:

	<u>2006</u>	<u>2007</u>	<u>2008</u>
General City Audit	\$ 18,000	\$ 18,725	\$ 19,300
Library Audit	1,000	1,050	1,100
TIF Audit	1,500	1,550	1,600
Totals	<u>\$ 20,500</u>	<u>\$ 21,325</u>	<u>\$ 22,000</u>

This fee includes some costs that would have been allocated to the utilities had they been included in the proposal. Much of it relates to the additional time to incorporate the information from the separate audit report of the utilities into the City audit report.

If the City is required to have a single audit at any time during 2006, 2007 or 2008, the fee is estimated to be from \$1,200-\$1,500.

We estimate the cost to prepare the City's state financial report Form C to be \$1,500. This would be an additional cost not included in the fee stated above.

We do not charge for routine consultation throughout the year. However, projects requiring more than ½ hour would be billed separately. This would be discussed with City officials prior to being started.

FIRM QUALIFICATIONS AND EXPERIENCE

Johnson Block and Company, Inc.

Johnson Block and Company, Inc. is a local firm with offices in Madison, Mineral Point and Dodgeville. The firm's philosophy emphasizes direct personal service from experienced professionals. We strive to learn first-hand about each client's operations and directly share our experience and knowledge. Our goal is to maintain long-term professional relationships between our clients and our staff. This assures our clients of access to professionals who are familiar with their operations and problems.

The firm has a staff of 25 people including 4 partners and 14 professional staff. The professional staff consists of 11 CPA's. 2 of the partners and 8 of the professional staff devote a majority of their time to governmental audits and receive annual training in governmental accounting and auditing. The City of Menasha will be served primarily by our Mineral Point office. That office includes 2 partners, 6 professional and 4 support staff. One partner and 3 or 4 full-time professionals would be assigned to the City of Menasha.

Johnson Block and Company, Inc. performs a wide range of services for its clients. These include auditing for local governments and nonprofit organizations, accounting services, financial statement preparation, tax planning and preparation, computer system planning, PSC rate applications, several rate designs and impact fee studies.

EDP SOFTWARE

A laptop computer is used by all of our auditors in performing auditing procedures and preparing reports. Software used includes Accountants Trial Balance for windows, Excel and Word.

SERVICES TO LOCAL GOVERNMENTS

Johnson Block and Company, Inc. and its staff have a large amount of experience in providing audit and consulting services to governmental units in Wisconsin. Services provided in past engagements included financial audits of general purpose and utility financial statements, financial and compliance audits of state and federal grant programs (including Single Audits), internal control and organization studies, computer feasibility studies and computer system design, Public Service Commission water rate applications, and impact fee studies. Clients include counties, schools, CESAs, cities, villages, towns, special districts, other government agencies and nonprofit organizations.

Alan Brey, who will be the partner-in-charge of the audit, has directly supervised and performed audits of four Wisconsin counties and many cities and villages over the past twenty-six years.

Current Local Government Clients - Our present clients include over 40 counties, cities, villages, school districts and other government agencies. Five of these municipalities include an electric and water utility.

STAFF ASSIGNED TO THE ENGAGEMENT

Staff

The following is a summary of the staff that has been tentatively assigned to the audit engagement. We have emphasized the use of experienced personnel in all phases of the audit plan.

<u>Name</u>	<u>Position</u>	<u>Years Experience</u>
Alan Brey, CPA	Partner	26
Kevin Krysinski	Partner	18
Jay Bennett, CPA	Manager	16
Patrick Fitzsimons, CPA	Senior	4
Shawn Roelli	Staff	2

See resumes in Appendix.

REFERENCES

<u>Name</u>	<u>Municipality</u>	<u>Phone Number</u>
Betty Horne Clerk-Treasurer	City of Mineral Point	(608) 987-2361
Judy Radtke Deputy Clerk-Treasurer	City of New London	(920) 982-8500
Chris Carl County Clerk	Grant County	(608) 723-2675
Cheryl Menon City Clerk	City of Dodgeville	(608) 930-5228
Duane Borgen Finance Director	City of Platteville	(608) 348-9741
Michael Golat	City of Altoona	(715) 839-6902

Additional references are available upon request.

NATURE OF SERVICES REQUIRED

We will perform our audit in accordance with auditing standards generally accepted in the United States of America and standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and the Provider Agency Audit Guide, issued by the State of Wisconsin.

Per discussion with the Comptroller, it is not anticipated that the City will be required to have a single audit. If a single audit is required, it will be performed in accordance with generally accepted auditing standards set forth in the General Accounting Offices (GAO), Government Auditing Standards, the provisions of the Federal Single Audit Act of 1984 (as amended in 1996), the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and the State Single Audit Guidelines issued by the Wisconsin Department of Administration.

We will prepare the financial statements, as well as all notes. Our audit report will include, if applicable, a report on compliance and internal control over financial reporting.

We will communicate in a separate letter, any reportable conditions or material weaknesses. If any irregularities or illegal acts are discovered, they will be disclosed to management in a written report.

We will hold an exit conference with appropriate City personnel at the completion of final fieldwork. A draft copy of the audit report will be provided to City personnel for their review and approval by April 15, except for the 2006 audit.

Our firm does not charge for routine phone calls unless an answer involves substantial research. If so, we would discuss these possible charges with you before proceeding.

WORK PLAN

Our work plan to perform the audit would be as follows:

Partner or Manager with 1 staff person or senior accountant would perform interim fieldwork in December for two to three days. Audit procedures to be performed at that time would be:

A. Overview of Consideration of Internal Control

We will obtain an understanding of each of the five components of internal control sufficient to plan the audit by understanding the design of controls relevant to an audit of the financial statements and whether they have been placed in operation. The five components and important characteristics are as follows:

WORK PLAN (CONT.)

1. Understanding the Control Environment

Sets the tone of the organization and influences the control consciousness of its people.

Factors:

- Integrity and ethical values
- Commitment to competence
- Attention and direction provided by the governing body or audit committee
- Management's philosophy and operating style
- Organizational structure
- Manner of assigning authority and responsibility
- Human resource policies and procedures

2. Risk Assessment

Identifying types of potential misstatements and designing control activities to prevent or promptly detect those misstatements.

Factors:

- Changes in the operating environment
- New personnel
- New or revised information systems
- Rapid growth within the organization
- New technology
- New activities
- Restructuring within the organization
- New accounting pronouncements

3. Information and Communication

Methods established to identify, assemble, analyze, classify, record, and report transactions and conditions, and to maintain accountability for the organization's assets, liabilities, and equity.

This includes methods and records that:

- Identify and record all valid transactions
- Provide, on a timely basis, sufficient detailed information about transactions to permit proper classification for financial reporting
- Allow transactions to be recorded at their proper monetary value in the financial statements
- Provide sufficient information to permit recording of transactions in the proper accounting period
- Properly present the transactions and related disclosures in the financial statements

This understanding will also include how the computer system is used to process data and how any service organization is used in the process.

WORK PLAN (CONT.)

4. Monitoring

Process that assesses the quality of an organization's internal control over time and involves assessing the design and operation of controls on a timely basis and taking actions as necessary.

Monitoring can be accomplished through (a) ongoing activities, (b) separate evaluations, or (c) a combination of the two.

5. Control Activities

Policies and procedures established to help ensure that management directives are carried out.

Control activities may include the following:

- Performance reviews
- Information processing controls
- Physical controls
- Segregation of duties

Our firm uses the Practitioners Publishing Company (PPC) audit service for state and local governments. Therefore, we use various questionnaires and forms to document our understanding of these five components. We will ask certain questions of City staff and have them complete various forms in order to obtain this understanding. City documents to be used include organizational charts, personnel manuals, union contracts, and various other contracts and agreements. In addition, a small sample of items (usually 5-10 items) will be selected to determine whether procedures are operating as they are understood. Our testing may also include observation and other audit procedures.

These procedures involve more time during the first year of a new audit engagement. These forms are updated on an annual basis for any changes in policies or procedures. In addition, we have already gained experience with the procedures followed by the City.

B. Planning and Review of City Operations

Procedures will include:

- *Holding entrance conference with City staff
- *Based on our understanding of internal controls and risk assessment, develop audit programs
- *Determine materiality limits and significant item levels
- *Read the minutes of City Council meetings and various committee/commission meetings
- *Obtain various permanent documents such bond resolutions, debt amortization schedules, union contracts, etc.
- *Obtain a copy of budgets
- *Obtain a copy of the final trial balance
- *Perform analytical review procedures to identify areas that have changed significantly from the results expected. This would include a comparison of actual results to budgeted and prior year amounts
- *Request legal letter from all attorneys used by the City during the year
- *Review bills received from attorneys

WORK PLAN (CONT.)

Our approach would be to begin fieldwork in December. Final fieldwork would be scheduled at a mutually agreeable time in March. We would meet with City personnel in December to discuss a list of items/schedules needed by us prior to beginning final audit fieldwork in March.

Final fieldwork in mid-March. Firm staff will include 1 partner for a day or two, other audit personnel are expected to be at the City for three to five days and will include a manager, senior accountant and two staff accountants.

C. Detailed Tests of Controls, Balances and Compliance with Laws, Regulations and Grants

Perform audit procedures designed in the audit programs to test material financial statement items. These procedures may include the following:

- *Analyze ratios and operating statistics
- *Review various reconciliations of City records including cash and customer accounts receivables
- *Send confirmations on bank balances, debt issues outstanding, receivables, and revenues
- *Test individual transactions within transaction classes by reviewing documents such as canceled checks, invoices/vouchers, contracts, receipts
- *Test the tax roll settlement
- *Obtain detail listing of receivables and payables and perform appropriate testing
- *Reconcile payroll recorded on the general ledger to payroll reports filed. Compare actual payroll expenditures/expenses to budgeted and investigating any differences. Use analytical ratios to identify significant changes in payroll between years
- *Calculate any vested vacation and sick leave benefits from City records
- *Obtain/calculate any unfunded pension liability. Compare various ratios for reasonableness
- *Review major plant additions including final pay requests for developer financed additions
- *Perform analytical review procedures involving utility revenues and consumption
- *Obtain listing of fixed asset additions and deletions and test
- *Test accrued liabilities including accrued payroll and accrued interest payable (utility)

D. Report Preparation

Final audit procedures and report preparation to include:

- *Obtain client representation letter.
- *Final analytical review procedures to compare audited balances between years.
- *Audit adjustments provided to City to close the year.
- *Exit conference with City officials to discuss findings and adjustments.
- *Preparation of Form C.
- *Preparation of financial statements.
- *Preparation of audit opinions.
- *Preparation of management letter and internal control and compliance letter.
- *Review reports and letters with City officials
- *Deliver final reports and letters.

City of Menasha, Wisconsin
Proposal to Audit for the Years Ending December 31, 2006, 2007 and 2008

WORK PLAN (CONT.)

A draft audit report will be provided to City personnel by April 15 and a final report will be delivered by May 1. This does not apply to the 2006 audit. A time table would be discussed with the City for the 2006 audit.

ADDITIONAL INFORMATION

Our 2005 peer review is presented in the Appendix.

APPENDIX

Resume

Name: Alan Brey, CPA

Position: Vice-President/Shareholder

Years Experience: 26

Affiliations: AICPA, WICPA, Government Finance Officers Association, Municipal Treasurers' Association, Municipal Clerks' Association

Experience:

-Audits of the following municipalities:

Counties

Grant, Iowa, Crawford

Cities

Platteville, Verona, Dodgeville, Mineral Point, Fennimore, Lancaster

Villages

10-15 villages

Other Governments

18 school districts, 2 townships, and several sanitary districts

- Preparation of various utility rate applications.
- Special projects and agreed upon procedure audits for several municipalities.
- Served as village board member and finance chairman for 5 years.
- Performed rate analysis for the Wisconsin Public Service Commission electric rates division.

Relevant Continuing Education (past 3 years):

- Governmental Auditing and Accounting Update (each year)
- Government Reporting Models for 2000 and Beyond (GASB 34)
- School District Audit Workshop
- Audits of Public Housing Authorities
- Provider Agency Audit Guide Training-WI DHFS
- Single Audit Requirements for Non-profit and Government Organizations
- Subscriptions to the AICPA Journal of Accountancy, Practical Accountant, Government Accounting and Audit Update, Government Finance Review, The Wisconsin Taxpayer, League of Wisconsin Municipalities, Wisconsin Counties, GFOA Newsletter
- Annual Audit Risk Alert-State and Local Governmental Developments

Resume

Kevin P. Krysiniski, CPA

Present Position:

Shareholder – Johnson Block and Company, Inc. Since 2004, With Johnson Block and Company, Inc. since 2002.

Work Experience

- Extensive governmental audit experience providing audit and consulting experience to over 50 Wisconsin municipalities
- GASB 34 implementation
- TIF District Fund audits and analysis
- Regulated utility rate increase applications
- Municipal financing consultation
- Accounting system consultation
- Merger studies
- Fiscal Impact Studies
- Operational and management studies
- Speaker at a number of seminars regarding municipal accounting and planning.
- Guest speaker at UW – Madison, UW – Whitewater and Upper Iowa University

Education

University of Wisconsin - La Crosse
Bachelor of Business Administration in Accounting, 1987

Professional Affiliations

American Institute of Certified Public Accountants
Wisconsin Institute of Certified Public Accountants

Resume

Name: Jay Bennett, CPA

Position: Manager

Years Experience: 16

Affiliations: AICPA, WICPA,

Experience:

-Audits of the following municipalities:

Counties

Grant, Iowa, Crawford, Lafayette

Cities

Dodgeville, Fennimore, Lancaster, Mineral Point, Platteville

Villages

10-15 Villages

Other

2 townships, 8-10 school districts

-Preparation of various utility rate applications.

-Special projects and agreed upon procedures for several municipalities.

Relevant Continuing Education:

-School District Auditor Workshop

-Governmental Reporting Model for 2000 and Beyond (GASB 34)

-Audits of State and Local Governments-Practitioners Publishing Company

-Governmental Financial Management and Accounting Conference

-Single Audit Requirements for Non-profits and Government Organizations

-PSC Electronic Filing Training Session

-Workpaper Preparation Techniques of Government and Non-profit Organizations

-Subscriptions to the AICPA Journal of Accountancy, Practical Accountant, Government Accounting and Audit Update, Government Finance Review, The Wisconsin Taxpayer, League of Wisconsin Municipalities, Wisconsin Counties, GFOA Newsletter

-Annual Audit Risk Alert-State and Local Governmental Developments

Resume

Name: Patrick Fitzsimons, CPA

Position: Senior

Years Experience: 4

Experience:

-Audits of the following municipalities:

Counties

Grant, Iowa, Crawford

Cities

Dodgeville, Mineral Point, Fennimore, New London, Platteville

Villages

5 - 10 villages

Other Governments

7-12 School Districts

Relevant Continuing Education:

-Audits of State and Local Governments – Practitioners Publishing Company

-School District Auditor Workshop

- Subscriptions to the AICPA Journal of Accountancy, Practical Accountant, Government Accounting and Audit Update, Government Finance Review, The Wisconsin Taxpayer, League of Wisconsin Municipalities, Wisconsin Counties, GFOA Newsletter

- Annual Audit Risk Alert-State and Local Governmental Developments

Resume

Name: Shawn Roelli

Position: Staff Accountant

Years Experience: 2

Experience:

-Audits of the following municipalities:

Counties

Grant, Iowa, Lafayette, Crawford

Cities

Darlington, Dodgeville, Lancaster, Fennimore, Prairie du Chien, Platteville

Villages

12 villages

Other Governments

7 school districts

Relevant Continuing Education:

-Beginning Staff Training Seminar

-School District Auditor Workshop

-Audits of State and Local Governments-Practitioners Publishing Company

Lewis, Kisch & Associates, Ltd.

CERTIFIED PUBLIC ACCOUNTANTS

1303 South Frontage Road
Hastings, Minnesota 55033

James V. Lewis, C.P.A.
John T. Kisch, C.P.A.
Carol J. Sailer, C.P.A.

September 16, 2005

Telephone: (651) 437-3356
FAX: (651) 437-3808
email: lewiskisch@aol.com

To The Shareholders
Johnson Block and Company, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Johnson Block and Company, Inc. (the firm) in effect for the year ended April 30, 2005. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of CPAs (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included among others, engagements performed under *Government Auditing Standards*. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Johnson Block and Company, Inc. in effect for the year ended April 30, 2005 has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

As is customary in a system review, we have issued a letter under this date that sets forth comments that were not considered to be of sufficient significance to affect the opinion expressed in this report.

Respectfully submitted,

Lewis, Kisch & Associates, Ltd.



The CPA. Never Underestimate The Value.™

Members
Minnesota Society of Certified Public Accountants
American Institute of Certified Public Accountants
Minnesota Association of Public Accountants

Lewis, Kisch & Associates, Ltd.

CERTIFIED PUBLIC ACCOUNTANTS

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Carol J. Sailer, C.P.A.

Telephone: (651) 437-3356

FAX: (651) 437-3808

email: lewiskisch@aol.com

September 16, 2005

To The Shareholders
Johnson Block and Company, Inc.

We have reviewed the accounting and auditing practice of Johnson Block and Company, Inc., for the year ended April 30, 2005, and have issued our report thereon dated September 16, 2005. That report should be read in conjunction with the comments in this letter, which were considered in determining our opinion. The matters described below were not considered to be of sufficient significance to affect the opinion expressed in that report.

Comment – The firm's quality control policies and procedures provide for the implementation of new professional standards on a timely basis. Our peer review found that while the firm complied with its policies in regard to audit standards in its areas of concentrations, there were instances on certain engagements where recent changes had not been implemented. As a result, our peer review found that the firm did not always sufficiently document its independence considerations with respect to nonattest services performed on attest engagements and the firm had not considered a recent standard affecting its review engagements. In each case, the firm was independent and the missing procedures on review engagements did not result in inappropriate conclusions.

Recommendation – The firm should consider designating a shareholder or other personnel for being aware of and implementing changes to general professional standards. The firm should consider general standards update courses for appropriate personnel. The firm should emphasize new standards in its monitoring.

Respectfully submitted,

Lewis, Kisch & Associates, Ltd.



The CPA. Never Underestimate The Value.™

Members

Minnesota Society of Certified Public Accountants

American Institute of Certified Public Accountants

Minnesota Association of Public Accountants

AUDIT PROPOSAL

**CITY OF MENASHA,
WISCONSIN**

FOR THE YEARS ENDING

**DECEMBER 31, 2006, 2007
AND 2008**

**HAWKINS, ASH, BAPTIE & COMPANY, LLP
CERTIFIED PUBLIC ACCOUNTANTS
ONE EAST WALDO BLVD
PO BOX 2020
MANITOWOC, WISCONSIN 54221-2020
(920) 684-7128
Website: www.habco.com**

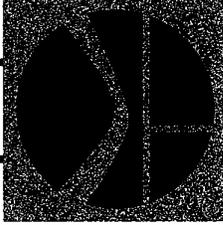
**CONTACT PERSONS – RANDALL L. MILLER, PARTNER (Email: rmiller@habco.com)
CHARLES N. KRUEGER, MANAGER (Email: ckrueger@habco.com)**

FEBRUARY 7, 2007

CITY OF MENASHA PROPOSAL

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Hawkins, Ash, Baptie & Company, LLP

Certified Public Accountants ◆ *Management Consultants*

One East Waldo Boulevard P.O. Box 2020 Manitowoc, Wisconsin 54221-2020

Phone: (920) 684-7128

Fax: (920) 684-3709

February 7, 2007

Mr. Thomas Stoffel,
City Comptroller/Treasurer
City of Menasha
140 Main Street
Menasha, WI 54952

Dear Mr. Stoffel:

Thank you for the opportunity to present this proposal to you in response to your January 23, 2007 request for proposals for audit services for the City of Menasha. We will perform a financial and compliance audit in accordance with generally accepted governmental auditing standards, express an opinion on the financial statements, and report on compliance and the internal control structure.

We are a competent, quality firm of professional auditors and accountants and are so recognized throughout Wisconsin and Minnesota. Originating as a result of the 1956 merger of two La Crosse accounting firms, we have grown to become a full-service certified public accounting firm. We have five offices in Wisconsin and one office in Minnesota with approximately 120 employees. While our quality is on a par with the largest national firms, as recognized in AICPA reviews of our work, our clients enjoy a close and continuing professional relationship with our partners and personnel at all levels within the firm.

The quality of our staff, through selection, education, training and experience, compares favorably with that of any other firm, large or small. Our audit specialists have the knowledge, experience and competency to serve the City of Menasha with distinction. Through our experience with local governments similar to your City, the audit process will be smooth and undistruptive of normal work requirements. Participation by supervisory staff will be a significant contribution to the total audit hours.

We have reviewed the performance specifications in your request for proposals and state that we can and will meet or exceed all specifications and can perform the work within the time frame requested. We will be flexible to meet any changes in your schedule during the term of the engagement.

Your Success is our Destination
www.habc.com

Mr. Thomas Stoffel, City Comptroller/Treasurer
City of Menasha
February 7, 2007

The City of Menasha will continue to receive quality service from our firm at a reasonable fee. This is a firm and irrevocable offer for 60 days.

Persons authorized to make representations for Hawkins, Ash, Baptie & Company, LLP:

Randall L. Miller, CPA
Partner
PO Box 2020
Manitowoc, WI 54221-2020
(920) 684-7128

Charles N. Krueger, CPA
Manager
PO Box 2020
Manitowoc, WI 54221-2020
(920) 684-7128

Again, we appreciate this opportunity to present our qualifications and our plan to serve the City of Menasha. We look forward to further discussing our proposal and will be pleased to supply any further information you may require.

Respectfully submitted,

HAWKINS, ASH, BAPTIE & COMPANY, LLP

A handwritten signature in black ink that reads "Randall L. Miller CPA". The signature is written in a cursive style.

Randall L. Miller, Partner

RLM:jmk

**PROFILE OF INDEPENDENT AUDITOR
&
SUMMARY OF QUALIFICATIONS AND EXPERIENCE**

INDEPENDENCE

Hawkins, Ash, Baptie & Company, LLP is independent of the City of Menasha and all of its component units as defined by generally accepted auditing standards and the U.S. General Accounting Office's *Government Auditing Standards*.

LICENSE TO PRACTICE IN WISCONSIN

Hawkins, Ash, Baptie & Company, LLP is a partnership of Certified Public Accountants and is duly registered and licensed as such by the States of Wisconsin and Minnesota. All key personnel assigned to this engagement are properly licensed to practice in Wisconsin. We are members of the AICPA Division for CPA firms, belonging to the Private Companies Practice Section.

FIRM QUALIFICATIONS AND EXPERIENCE

The firm has offices in La Crosse, Marshfield, Medford, Manitowoc, and Green Bay, Wisconsin and in Winona, Minnesota. The total staff of the firm is approximately 120 and is categorized as follows:

	<u>TOTAL FIRM</u>	<u>GOVERNMENTAL AUDIT STAFF</u>
Partners	14	5
Partner-Designates	1	1
Managers	15	3
Supervisors	5	3
Seniors	8	4
Staff	77	20

The management of this engagement will be out of our Manitowoc office. We anticipate one partner with total engagement responsibility, one manager of fieldwork and overall in-charge auditor, and one staff accountant assisting on this engagement.

Our Quality Control System

Hawkins, Ash, Baptie & Company, LLP has a deep concern for performing quality work within the framework of auditing and reporting standards and the consistent application of generally accepted accounting principles. We have established policies and procedures for the conduct and supervision of our work to provide reasonable assurance that our services meet our standards of quality. These policies and procedures provide quality control at every level of our firm. Every person in our organization has as part of their personnel manual our quality control document which formally describes our total quality control system.

Our quality control system meets the standards of the American Institute of Certified Public Accountants for quality control policies and procedures. The system embraces nine critical elements essential to maintaining high quality: independence, assigning personnel to engagements, consultation, supervision, hiring, professional development, advancement, acceptance and continuance of clients, and internal inspection of our work product. Our firm is also a member of the American Institute of Certified Public Accountants Governmental Audit Quality Center.

In 2004, we completed our eighth peer review and were issued an unqualified report, the best report available. This quality control review included several governmental engagements. The review was performed by Grimsley White & Company LLC, LaJunta, Colorado. The report is in Appendix C.

Our firm has participated since 1973 in volunteer quality review programs sponsored by the American Institute of Certified Public Accountants and the Wisconsin Institute of Certified Public Accountants. We annually submit copies of audit reports to the Wisconsin Institute of Certified Public Accountants for review and comment. In the area of governmental auditing, audit files have been selected and reviewed by various federal and state agencies, including the Department of Housing and Urban Development, Department of Interior, Department of Education, Department of Health and Human Services, Wisconsin Department of Public Instruction, Wisconsin Department of Health and Human Services and the Wisconsin Board of Vocational, Technical and Adult Education. Reviews such as these do not result in a formal report as does the AICPA peer review of our quality control system, but the results have confirmed that our dedication to excellence and high quality is evident in our services.

We have had no adverse results or findings from any desk reviews or field reviews and no disciplinary action has been taken or is pending against our firm by state regulatory bodies or professional organizations.

Experience

Our firm has long recognized the needs of the public sector for competent auditing, accounting and consulting services and has dedicated time and money for the development of this highly specialized expertise. The firm has 50 years experience providing services to governmental entities and not-for-profit organizations.

Hawkins, Ash, Baptie & Company, LLP has a large base of governmental entities that we provide services to. These include counties, cities, villages, townships, public utilities, public school districts, vocational schools, public housing authorities, redevelopment authorities and several programs funded by federal and state sources.

Most of these entities receive federal and state funds that need special audit and reporting services. Many of these entities are audited under the federal and state single audit guidelines or individual program audits. This has provided us with experience in dealing with several federal and state agencies. Some of the state agencies we have worked with include the Departments of Revenue, Public Instruction, Transportation, Vocational, Technical and Adult Education, Development, Health and Human Services, Natural Resources, Administration and Public Service Commission.

We have performed state-wide audits of the Summer Food Service Program for the Department of Public Instruction, and interstate trucking companies and county highway departments for the Department of Transportation.

Below is a list of some of the governmental entities we have served:

Counties

La Crosse County, Wisconsin
Manitowoc County, Wisconsin

Cities

La Crosse, Wisconsin
Arcadia, Wisconsin
Two Rivers, Wisconsin
Marshfield, Wisconsin
Goodview, Minnesota
Medford, Wisconsin
Loyal, Wisconsin
Baraboo, Wisconsin
Brillion, Wisconsin
Onalaska, Wisconsin
Colby, Wisconsin

Greenwood, Wisconsin
Galesville, Wisconsin
Kiel, Wisconsin
Buffalo, Wisconsin
Oshkosh, Wisconsin
Pittsville, Wisconsin
Caledonia, Minnesota
Lake Mills, Wisconsin
Tomah, Wisconsin
Waupaca, Wisconsin
Berlin, Wisconsin

Villages

West Salem, Wisconsin
Holmen, Wisconsin
Rib Lake, Wisconsin
Whitelaw, Wisconsin
Mishicot, Wisconsin
Francis Creek, Wisconsin
Rockland, Wisconsin
Necedah, Wisconsin
Stoddard, Wisconsin
Arpin, Wisconsin
Reedsville, Wisconsin
Oregon, Wisconsin

Valders, Wisconsin
Cleveland, Wisconsin
Maribel, Wisconsin
Spencer, Wisconsin
Hewitt, Wisconsin
Edgar, Wisconsin
Athens, Wisconsin
Embarrass, Wisconsin
Oakfield, Wisconsin
Auburndale, Wisconsin
Hilbert, Wisconsin

Towns

Centerville, Wisconsin
Kossuth, Wisconsin
Newton, Wisconsin
Mishicot, Wisconsin
Manitowoc Rapids, Wisconsin
Johnson, Wisconsin
Westboro, Wisconsin
Bellevue, Wisconsin
Cato, Wisconsin

Liberty, Wisconsin
Schleswig, Wisconsin
Campbell, Wisconsin
Shelby, Wisconsin
Farmington, Wisconsin
Necedah, Wisconsin
Ledgeview, Wisconsin
La Crescent, Minnesota
Rib Lake, Wisconsin

Schools

Our firm has provided computer services, both financial accounting and payroll, to school districts for many years. Our audit services to schools also cover many years and today we enjoy the distinction of being one of the largest providers of audit services to school districts in this state. We provide audit services and data processing services to over twenty Wisconsin school districts. We have also audited three Cooperative Educational Service Agencies and three Technical Colleges.

STAFF PROFILE

RANDALL L. MILLER, CPA

EXPERIENCE

Mr. Randall L. Miller has been on the Hawkins, Ash, Baptie & Company, LLP accounting and auditing staff in the Manitowoc office for over twenty-four years. A partner, his experience includes audits of various governmental entities, not-for-profit entities, and commercial entities. Mr. Miller is currently in charge of the Manitowoc office Accounting and Auditing Department and is chairman of the firm's Quality Control Committee and Employee Benefit Plan Committee. Mr. Miller is also a member of the firm's Management Committee.

EDUCATION

Mr. Miller received a Bachelor of Business Administration degree at the University of Wisconsin - Whitewater in 1982. He has been a Certified Public Accountant in Wisconsin since 1985.

PROFESSIONAL AFFILIATIONS

Mr. Miller is a member of the Wisconsin Institute of Certified Public Accountants, the American Institute of Certified Public Accountants, the Government Finance Officers Association, the Wisconsin Government Finance Officers Association, and the Peer Review Committee of the Wisconsin Institute of Certified Public Accountants.

CHARLES N. KRUEGER, CPA

EXPERIENCE

Mr. Charles N. Krueger has been on the Hawkins, Ash, Baptie & Company, LLP accounting and auditing staff in the Manitowoc Office for over twenty-one years. A manager, his experience includes audits of various governmental entities, not-for-profit entities, and commercial entities. He is a member of the firm's Governmental Accounting and Auditing Committee.

EDUCATION

Mr. Krueger received a Bachelor of Business Administration degree at the University of Wisconsin - Milwaukee in 1981. He has been a Certified Public Accountant in Wisconsin since 1989.

PROFESSIONAL AFFILIATIONS

Mr. Krueger is a member of the Wisconsin Institute of Certified Public Accountants, the American Institute of Certified Public Accountants, is an associate member of the Municipal Treasurers Association of Wisconsin, and is a member of the Public Instruction Committee of the Wisconsin Institute of Certified Public Accountants.

INFORMATION SYSTEMS CONSULTING GROUP

Hawkins, Ash, Baptie & Company, LLP has a complete Information Systems Consulting Group to support our clients' information systems needs. Some of the services provided by our Information Systems Consulting Group include:

- Review of information system controls for financial audits
- Information Systems audits
- Software selection
- Software installation and set up
- Software training (accounting, housing, word processing, spreadsheets, database, etc.)
- Network design and installation
- Hardware selection and installation
- We are licensed to sell and support several accounting programs
- Hardware and software support
- EDP troubleshooting
- Custom reporting

The ISCG staff includes a Certified Novell Engineer, Certified Novell Administrator, Certified Novell and Microsoft trainers, programmers, software needs analyst, trainers, etc.

Hawkins, Ash, Baptie & Company, LLP has the resources located here and in La Crosse to serve most of your information systems needs.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES

The Manitowoc office performed the following similar engagements last year:

<u>Scope of Work</u>	<u>Client/Contact</u>	<u>Date</u>	<u>Engagement Partner / Manager</u>	<u>Total Hours</u>
Financial Audit	City of Lake Mills Jim Heilman, City Clerk (920) 648-2344	12/31/05	Randall L. Miller / Charles N. Krueger	345
Financial Audit	City of Kiel Dennis Dederig, Administrator (920) 894-2909	12/31/05	Randall L. Miller / Charles N. Krueger	253
Financial Audit	Village of Reedsville Mary Jo Krahn, Clerk (920) 754-4371	12/31/05	Randall L. Miller / Charles N. Krueger	113
Financial Audit	Village of Whitelaw Chris Hill, Clerk (920) 732-3239	12/31/05	Randall L. Miller / Charles N. Krueger	88

In addition, members of the Manitowoc governmental audit staff have assisted other offices on audits of numerous municipalities including the City of La Crosse, the City of Marshfield, and the City of Berlin.

**UNDERSTANDING THE WORK, OBJECTIVE
AND SCOPE OF SERVICES**

UNDERSTANDING THE WORK, OBJECTIVE AND SCOPE OF SERVICES

The objective of our service is to perform an audit of the financial statements of the governmental activities, the business-type activities, each major funds, and the aggregate remaining fund information of the City of Menasha and to express our opinion as independent certified public accountants on the audited statements. It is understood that Menasha Utilities (a component part of this audit) will be audited by other auditors and that we will refer to their work in our audit opinion and not be required to perform any audit procedures on Menasha Utilities. We are independent with respect to the City of Menasha.

Our services will also include:

- A report on Internal Accounting Controls
- A report on Compliance with Laws and Regulations
- A report on Communications with the Audit Committee
- A management advisory comment letter which presents our comments and recommendations on the internal control systems, operating procedures and economic efficiencies in operations.

Our audit will be made in accordance with auditing standards generally accepted in the United States of America. The financial reports will comply with the reporting requirements of accounting standards generally accepted in the United States of America for governmental entities.

These accounting and auditing standards generally accepted in the United States of America are contained in the following documents:

- Pronouncements issued by the Governmental Accounting Standards Board and the Financial Accounting Standards Board.
- Governmental Accounting, Auditing and Financial Reporting and statements issued by the National Council on Governmental Accounting
- Statements on Auditing Standards issued by the AICPA.
- AICPA Industry Audit Guide - Audits of State and Local Governmental Units.
- Government Auditing Standards, issued by the U.S. General Accounting Office.
- Provider Agency Audit Guide, issued by the State of Wisconsin.

The primary purpose of the audit is to express an opinion on the financial statements and such an audit is subject to the inherent risk that errors or irregularities may not be detected. If conditions are discovered that lead to the belief that material errors, defalcations and other irregularities may exist, or if any other circumstances are encountered that require extended services, the auditors will promptly inform the Governing Body and Management.

We will also:

- Review draft copies of the audit reports, management recommendations and adjusting entries with Management before presentation to the proper officials.
- Provide the following reports:
 - Report on Financial Statements
 - Report of Internal Accounting Controls *
 - Report on Compliance with Laws and Regulations *
 - Report on Communications with the Audit Committee
 - Report on Management Advisory Comments

No extended services will be performed unless they are properly authorized in writing and the fees for these services are agreed upon in advance. These services include, but are not limited to auditing Menasha Utilities, a single audit, rate reviews, bookkeeping assistance, tax incremental financing districts audits, and assistance with the implementation of new accounting standards.

We have personnel with expertise in providing these services, should you need additional help in these areas.

The exact timetable of the annual audit will be mutually agreed upon with City of Menasha management once the audit has been contracted for.

- * These reports are intended to cover standards from *Government Auditing Standards* and the *Provider Agency Audit Guide* but not a single audit under *OMB Circular A-133*.

SUMMARY

SUMMARY

In conclusion, we would like to summarize the reasons why we feel Hawkins, Ash, Baptie & Company, LLP should be selected as your auditors.

Experience and Expertise - HAB has extensive experience in providing auditing, accounting, and management advisory services to the public sector. We have served a varied cross-section of the public sector including numerous cities and villages.

Full-Service Accounting Firm - HAB is a regional public accounting firm that is large and diversified enough to provide competent and quality services, yet local and small enough to provide you with the personal service that some larger firms cannot provide. Should you need more than a basic audit, we have the resources available to provide the full range of services that we have detailed in this proposal.

Our staff at all levels is trained to assist you in identifying opportunities for improvement. Firm specialists are available if necessary, to resolve any matters of concern to your organization.

Quality Control - This proposal discusses the extensive quality control program our firm has implemented to ensure your organization of consistent quality service.

Involvement in Professional Organizations - Our staff are active participants in the professional organizations that help to set the standard and explore the current issues relating to governmental accounting and auditing. This involvement keeps our firm up-to-date on issues that are important to you. HAB employees are also active in numerous local organizations and are committed to the improvement of the City.

Price - We believe our proposed audit fee is a reasonable and competitive fee for the level of quality service your organization will receive.

APPENDIX A
FEE SUMMARY

FEE SUMMARY

Randall L. Miller, Partner, is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City of Menasha.

Hawkins, Ash, Baptie & Company, LLP hereby submits the following total all-inclusive maximum prices, for the year ended December 31, 2006, 2007, and 2008 audits, as described more fully on pages 12 and 13.

	DECEMBER 31 YEAR ENDED		
	2006	2007	2008
Audit Fees *	<u>\$ 35,451</u>	<u>\$ 25,908</u>	<u>\$ 27,146</u>
Estimated Total Audit Hours	<u>\$ 325</u>	<u>\$ 205</u>	<u>\$ 205</u>
Form C Preparation (if required)	<u>\$ 1,500</u>	<u>\$ 1,500</u>	<u>\$ 1,500</u>

It is our firm's philosophy and policy that routine consultation of a brief nature is not charged to the client. Accounting or payroll inquiries that can be answered without research, will also be free of charge.

If the City requests additional services, the best mix of personnel and rates will be utilized to provide the service, and assure the quality of the work performed.

Progress payments will be made on the basis of hours of work completed during the course of the agreement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billings shall cover a period of not less than a calendar month.

- Assume approximate breakdown as follows:

General City Audit	80 %
Library Audit	5
T.I.F. Audit	5
Federal & State Compliance Audit	<u>10</u>
	<u>100%</u>

APPENDIX B
TIME AND FEE ESTIMATE WORKSHEETS

**CITY OF MENASHA AUDIT PROPOSAL
TIME AND FEE ESTIMATE
YEAR ENDED DECEMBER 31, 2006**

AUDIT AREA	PARTNER RLM	MANAGER CNK	STAFF MDN	STAFF MLB	CLERICAL JMK	TOTAL	COMMENTS
Communications with predecessor auditor	2	10	0	0	0	0	12 travel to/from Green Bay, review 2005 audit files, inquiries, etc.
Setting up carryforward and permanent files	1	7	0	0	0	0	8 acceptance procedures, internal control documentation
Setting up Engagement including financial statements	0	0	0	100	0	100	
Setting up depreciation schedules	0	0	0	0	0	0	0 Schenck will provide electronic version of depreciation schedule
Audit planning	1	7	0	0	0	0	8 engagement letter, risk and materiality assessments, etc.
Preliminary field work	0	9	9	9	0	0	27 1 day at 9 hours per day
Final field work	0	36	36	36	0	0	108 4 days at 9 hours per day
In charge review	0	8	0	0	0	0	8 standard review procedures
Partner review	8	0	0	0	0	0	8 standard review procedures
Financial statements	0	0	0	32	0	32	
Word processing and proofing	0	0	0	0	0	0	
Report to City Council	0	6	0	0	0	0	6 1.meeting
Contingency	0	0	0	0	0	0	
Total hours	12	83	45	177	8	325	
Hourly billing rate	225	156	105	74	60		
Total billings	2700	12948	4725	13038	480	33951	

Discount	0
Net billing	33951
Meals	1000
Transportation	500
TOTAL	35451

**CITY OF MENASHA AUDIT PROPOSAL
 TIME AND FEE ESTIMATE
 YEAR ENDED DECEMBER 31, 2007**

AUDIT AREA	PARTNER RLM	MANAGER CNK	STAFF MDN	STAFF MLB	CLERICAL JMK	TOTAL	COMMENTS
Communications with predecessor auditor	0	0	0	0	0	0	0 travel to/from Green Bay, review 2005 audit files, inquiries, etc.
Setting up carryforward and permanent files	0	0	0	0	0	0	0 acceptance procedures, internal control documentation
Setting up Engagement including financial statements	0	0	0	0	0	0	
Setting up depreciation schedules	0	0	0	0	0	0	
Audit planning	1	7	0	0	0	8	8 engagement letter, risk and materiality assessments, etc.
Preliminary field work	0	9	9	9	0	27	1 day at 9 hours per day
Final field work	0	36	36	36	0	108	4 days at 9 hours per day
In charge review	0	8	0	0	0	8	standard review procedures
Partner review	8	0	0	0	0	8	standard review procedures
Financial statements	0	0	0	32	0	32	
Word processing and proofing	0	0	0	0	0	8	
Report to City Council	0	6	0	0	0	6	1 meeting
Contingency	0	0	0	0	0	0	
Total hours	9	66	45	77	8	205	
Hourly billing rate	236	164	110	78	63		
Total billings	2124	10824	4950	6006	504	24408	

Discount 0
 Net billing 24408
 Meals 1000
 Transportation 500
TOTAL 25908

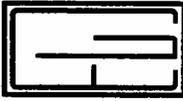
12-31-08

**CITY OF MENASHA AUDIT PROPOSAL
TIME AND FEE ESTIMATE
YEAR ENDED DECEMBER 31, 2008**

AUDIT AREA	PARTNER RLM	MANAGER CNK	STAFF MDN	STAFF MLB	CLERICAL JMK	TOTAL	COMMENTS
Communications with predecessor auditor	0	0	0	0	0	0	0 travel to/from Green Bay, review 2005 audit files, inquiries, etc.
Setting up carryforward and permanent files	0	0	0	0	0	0	0 acceptance procedures, internal control documentation
Setting up Engagement including financial statements	0	0	0	0	0	0	
Setting up depreciation schedules	0	0	0	0	0	0	
Audit planning	1	7	0	0	0	0	8 engagement letter, risk and materiality assessments, etc.
Preliminary field work	0	9	9	9	0	27	1 day at 9 hours per day
Final field work	0	36	36	36	0	108	4 days at 9 hours per day
In charge review	0	8	0	0	0	0	8 standard review procedures
Partner review	8	0	0	0	0	0	8 standard review procedures
Financial statements	0	0	0	0	0	0	
Word processing and proofing	0	0	0	0	0	0	
Report to City Council	0	6	0	0	0	0	6 1 meeting
Contingency	0	0	0	0	0	0	
Total hours	9	66	45	77	8	205	
Hourly billing rate	248	172	116	82	66	66	
Total billings	2232	11352	5220	6314	528	25646	

Discount	0
Net billing	25646
Meals	1000
Transportation	500
TOTAL	27146

APPENDIX C
PEER REVIEW REPORT

**GRIMSLEY WHITE & COMPANY LLC**Certified Public Accountants
and Management Consultants301 Raton Avenue
La Junta, Colorado 81050

October 27, 2004

To the Partners
Hawkins, Ash, Baptie & Company, LLP

We have reviewed the system of quality control for the accounting and auditing practice of Hawkins, Ash, Baptie & Company, LLP (the "firm") in effect for the year ended July 31, 2004. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (AICPA). The design of the system and compliance with it are the responsibility of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with the system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Because our review was based on selective tests, it would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it.

Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Hawkins, Ash, Baptie & Company, LLP in effect for the year ended July 31, 2004, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Grimsley White & Company LLC
GRIMSLEY WHITE & COMPANY LLC

**DEVELOPMENT AGREEMENT
BETWEEN
GILBERT MILL, LLC and PJC GROUP, LLC
AND THE CITY OF MENASHA**

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into as of the ___ day of _____, 2007 by and between the City of Menasha, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 140 Main Street, Menasha, WI 54952 (hereinafter "City"), and Gilbert Mill, LLC, and PJC Group, LLC Wisconsin Limited Liability Corporations with its principal offices located at _____, and _____(hereinafter "Developer").

RECITALS

The City is proposing to create a Tax Incremental District (TID #11), in accordance with Section 66.1105, Wis. Stats., Wisconsin's Tax Increment Law, in order to provide a viable method of financing the costs of needed public improvements within the district and thereby create incentives and opportunities for appropriate private development, which will contribute to the overall development of the City.

The City is authorized, by Section 66.1105(9)(a) of Wisconsin Statutes, as amended, to pay the Project Costs from the special fund of TID 11 or from the proceeds of municipal obligations issued under Wisconsin Statutes, as amended.

The City is authorized by Section 66.1105(3)(e) of Wisconsin Statutes, as amended, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project Plan for TID 11.

The City has determined that at least 50%, by area, of the real property within the proposed TID 11 is blighted within the meaning of Section 66.1105(2)(a)1., Wis. Stats., and/or in need of rehabilitation and/or conservation work within the meaning of Section 66.1337(2m)(b), Wis. Stats.

The Project to be undertaken by the Developer, as described herein, is of particular importance to the City and provides special benefits to the City because of its prominent location in the City.

The Project Plan includes "Development Incentive Payments" as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Development Agreement with the Developer to achieve the redevelopment of the project area, and the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the continued development in accordance with this Agreement.

Developer is proposing to acquire real property within the boundaries of TID 11 and intends to develop the property by constructing a two-story office building comprising approximately 14,000 square feet of rentable space at an estimated cost of \$1,500,000 (the "Project").

It is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the development and thereby promote the sound growth of the City's downtown area.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Developer" means Gilbert Mill, LLC, and its permitted successors and assigns.

"Events of Default" means any of the events described in Section 8.1 hereof.

"Plans and Specifications" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"Project" means the development proposed by Developer herein for construction of a two-story office building comprising approximately 14,000 square feet of rentable space, with associated parking, located on the property described on Exhibit "A" (the "Property").

"Property" means Lot ___ of CSM _____, _____ Ahnaip Street, Menasha, WI 54952

"Tax Increment Revenue" means the tax increment (as defined in Section 66.1105(2)(i) of the Wisconsin Statutes) generated by the Property.

"TID Project Plan" means the Project Plan for Tax Incremental Financing District No. 11 of the City of Menasha, Wisconsin.

ARTICLE II. OVERVIEW OF THE PROJECT

The Project consists of the construction of a two-story office building comprising approximately 14,000 square feet of rentable space with associated parking located on Lot 2 of the property depicted in Exhibit "A" (the "Property") and Demolition of the former Gilbert Paper Mill located on Lots 2,3and 4 and Outlot1 depicted on Exhibit "A". Construction of the Project is to be commenced within three months of the approval of the Plans and Specifications by the City, said Plans and Specifications once approved shall be attached hereto as Exhibit "B" (the "Development Plan"), and be completed within twenty-four months thereafter, at an estimated cost of \$1,500,000.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing limited liability corporation in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer and through lending sources for the completion of the Project, and Developer shall, from time to time upon the request of the City, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) Developer is the purchaser of the Property. The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s)

seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Property Tax Laws.

ARTICLE IV. UNDERTAKINGS OF THE DEVELOPER

4.1 Construction of the Project. The Developer shall commence construction of the Project in 2007 within three months of approval of the Plans and Specifications by the City, and shall complete construction of the Project within twenty-four months of commencement.

4.2 Compliance with Codes, Plans and Specifications, Etc. The building and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement, the Development Plan and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits.

4.3 Brownfield Grant. Developer acknowledges and agrees that the City shall make application to the Wisconsin Department of Commerce for the purpose of building demolition and environmental remediation of the former Gilbert Paper Mill property.

4.4 Developer, as an inducement to the City to proceed with establishment of a Tax Incremental District and to provide grants as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project.

In addition, Developer agrees that any condominium declarations shall contain language to the effect that “no use of the property/condominium unit is permitted which would result in exemption of the property/unit from taxation under Wisconsin property tax laws.”

Notwithstanding the above, in the event that the Project is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the

valuable governmental services and benefits available and/or provided to the Project and the Property.

- 4.5 Developer shall raze all structures identified in Appendix "C" and remove all demolition waste from the Property except for materials intended for reuse on the Property. City shall reimburse developer up to \$875,000 from the Brownfield Grant, or such other amount as may be awarded by the Department of Commerce for demolition and environmental remediation.

ARTICLE V. UNDERTAKINGS OF THE CITY

- 5.1 Development Incentives. City agrees to provide an annual payment equal to ninety five (95) percent of the property taxes generated on the value increment of the Project. Should the total grant reach \$300,000, the City has no further obligation. The first payment shall be made on January 31 of the year following the determination by the Department of Revenue that the value increment of the Project is \$1,000,000 or greater. All subsequent payments for a maximum period of twenty (20) years shall be made on January 31 provided the increment continues to exceed \$1,000,000.

:

**ARTICLE VI. CONDITIONS TO THE
UNDERTAKINGS OF THE CITY**

6.1 All Obligations of the City under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The City's performance under this section shall be contingent upon the City's acceptance of a Brownfield Grant from the Wisconsin Department of Commerce in the amount of \$875,000.

(B) The Project shall be completed within twenty-four months of commencement of construction. If it is not, the City shall have the right to recalculate and reduce the amount of the development incentives to be paid to the Developer.

(C) All representations and warranties of Developer set forth in Article III and otherwise in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.

(D) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(E) No Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VII. INDEMNIFICATION OF THE CITY

The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the development of the Project, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE VIII. DEFAULT/REMEDIES

8.1 Events of Default. An Event of Default is any of the following:

(A) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

8.2 Remedies on Default. Whenever an event of default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

8.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

8.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

8.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any event of default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

ARTICLE IX. FORCE MAJEURE

No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause.

ARTICLE X. ADDITIONAL PROVISIONS

10.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

10.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

10.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

10.4 No Assignment. Developer may not assign its rights in this Agreement without the express prior written consent of the City. Developer shall not sell, transfer or convey the Property unless and until an occupancy permit has been issued. No owner of the Property may subdivide the Property nor sell, transfer or convey less than the entire Property.

10.5 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

10.6 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

10.7 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:

City of Menasha
c/o Greg Keil
140 Main Street
Menasha, WI 54952

With a copy to:
City Attorney Jeffrey S. Brandt
City Hall 140 Main
Menasha, WI 54952

To the Developer:
Gilbert Mill, LLC
P.O Box 544
Neenah, WI 54957

10.8 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

10.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

10.10 Cooperation. The City and the Developer agree to cooperate in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

10.11 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

10.12 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

10.13 Fees. Upon execution of this Agreement, and thereafter upon request of the City, the Developer shall reimburse the City for all legal, consulting and other fees and expenses incurred in connection with the preparation of this Agreement and other documents and agreements referred to herein.

List of Exhibits:

"A" Legal Description
"B" Developer's Project Plans

This document consists of fourteen (____) pages, including the following signature page.

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the 15th day of November, 2004.

Gilbert Mill, LLC BY:
Randall Stadtmueller, Managing Member

PJC Group, LLC
E. J. Jelinski

CITY OF MENASHA BY
Joseph F. Laux, Mayor

PJC Group, LLC
Tom Chalcoff

Attest:
Deborah A. Galeazzi, City Clerk

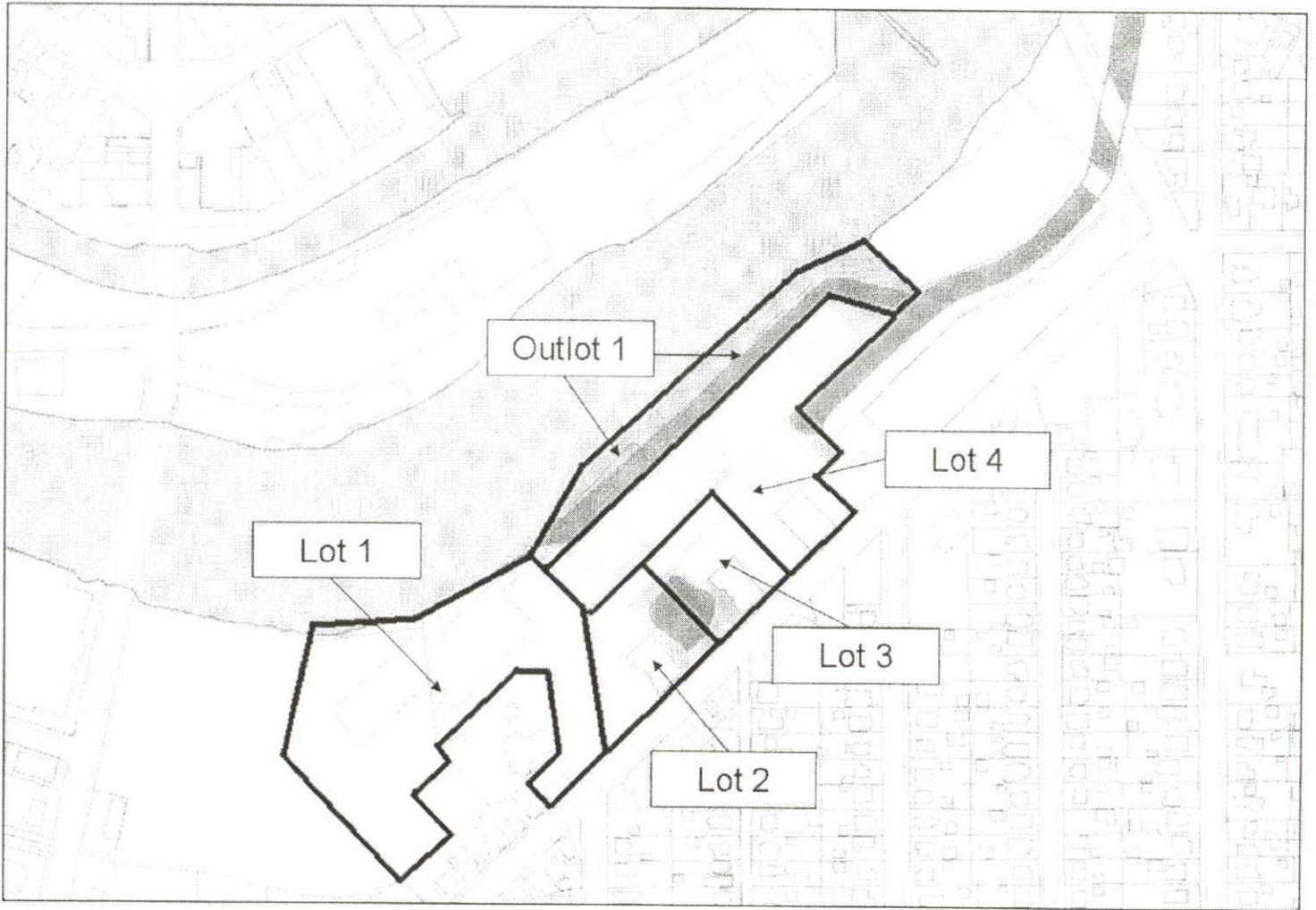
STATE OF WISCONSIN
COUNTY OF WINNEBAGO

Personally came before me this _____ day of _____, 2005, the above-named _____ and Joseph F. Laux and Deborah A. Galeazzi, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and the purposes therein intended.

Jeffrey S. Brandt
Notary Public,
State of Wisconsin
Winnebago County.
My commission is permanent.

This document authorized by and in accordance with Res. No. ____-05-06.

EXHIBIT "A"



DRAFT 2/28/07

EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE PROPERTY

DRAFT 2/28/07

EXHIBIT "B"

DEVELOPER'S PROJECT PLANS

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 2/22/07-3/1/07	\$ 755,151.15
Checks # 11458 - 11629	

Payroll Checks for 2/22/07-3/1/07	<u>134,509.58</u>
Checks # 30828 - 31038	

Total	\$ 889,660.73
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**Gaps in the sequence of accounts payable check numbers may be caused by: voiding checks at the start of a new check run to set up printing of the checks correctly, having a large number of invoices on a particular vendor which causes the payment to be printed on more than one accounts payable check , incorrect alphabetizing of a vendor causing the accounts payable check to appear out of sequence or software/printer problems which result in accounts payable checks being printed incorrectly and needing to be discarded.

Date: Thursday, February 22, 2007
 Time: 11:32AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 1 of 7
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
01050 ACC PLANNED SERVICE INC	11300	31100	55	06-101-240	104.60	REPAIR & MAINTENANCE
	Check Date 2/22/2007	Check Nbr	011514		Check Total:	104.60
01160 ALLIANCE ENTERTAINMENT CORP	PJB26119720	31100	55	06-101-314	1,005.70	LIBRARY MATERIALS
	PJB26138637	31100	55	06-101-314	104.23	LIBRARY MATERIALS
	PJB26206541	31100	55	06-101-314	183.64	LIBRARY MATERIALS
	PJB26224259	31100	55	06-101-314	118.48	LIBRARY MATERIALS
	PJB26316729	31100	55	06-101-314	147.23	
	Check Date 2/22/2007	Check Nbr	011515		Check Total:	1,559.28
02115 BAKER & TAYLOR INC	5007565632	31100	55	06-101-314	12.48	LIBRARY MATERIALS
	5007603875	31100	55	06-101-314	318.87	LIBRARY MATERIALS
	2017969006	31100	55	06-101-314	46.40	LIBRARY MATERIALS
	2018013800	31100	55	06-101-314	42.22	LIBRARY MATERIALS
	2018039358	31100	55	06-101-314	547.63	LIBRARY MATERIALS
	2018063968	31100	55	06-101-314	204.79	LIBRARY MATERIALS
	2018032196	31100	55	06-101-314	491.47	LIBRARY MATERIALS
	Check Date 2/22/2007	Check Nbr	011517		Check Total:	1,663.86
02107 BARNES & NOBLE BOOKSELLERS	IN1122411	31100	55	06-101-314	77.16	LIBRARY MATERIALS
	Check Date 2/22/2007	Check Nbr	011516		Check Total:	77.16
02428 KATHY BESON	02202007	31100	55	06-101-336	36.38	MILEAGE REIMBURSEMENT
	Check Date 2/22/2007	Check Nbr	011518		Check Total:	36.38
02471 BESTSELLERS AUDIO LLC	1365	31100	55	06-101-314	350.00	LIBRARY MATERIALS
	1265	31100	55	06-101-314	72.00	LIBRARY MATERIALS
	Check Date 2/22/2007	Check Nbr	011519		Check Total:	422.00

Date: Thursday, February 22, 2007
 Time: 11:32AM
 User: MGRIESBACH

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02635 BOOK WHOLESALERS INC	2736198	31100	55	06-101-314	140.90	LIBRARY MATERIALS
	2738956	31100	55	06-101-314	572.96	LIBRARY MATERIALS
	2741347	31100	55	06-101-314	117.70	LIBRARY MATERIALS
	2745927	31100	55	06-101-314	16.95	LIBRARY MATERIALS
	2745277	31100	55	06-101-314	102.37	LIBRARY MATERIALS
	2749206	31100	55	06-101-314	207.68	LIBRARY MATERIALS
	2748020	31100	55	06-101-314	69.23	LIBRARY MATERIALS
	2751237	31100	55	06-101-314	329.58	LIBRARY MATERIALS
	275710	31100	55	06-101-314	9.67	LIBRARY MATERIALS
	2753152	31100	55	06-101-314	10.27	LIBRARY MATERIALS
	2752512	31100	55	06-101-314	125.06	LIBRARY MATERIALS
Check Date	2/22/2007	Check Nbr	011520		Check Total:	1,702.37
02673 THOMAS BOUREGY & CO INC	46983A	31100	55	06-101-314	138.50	LIBRARY MATERIALS
	Check Date	2/22/2007	Check Nbr	011521		Check Total:
03100 CAPITAL TIMES	02202007	31100	55	06-101-314	177.85	LIBRARY MATERIALS
	Check Date	2/22/2007	Check Nbr	011522		Check Total:
03265 CENTER POINT LARGE PRINT	617801	31100	55	06-101-314	38.34	LIBRARY MATERIALS
	Check Date	2/22/2007	Check Nbr	011523		Check Total:
03843 CSS DATA TECHNOLOGIES LLC	CMP102	31100	55	06-101-314	238.65	DR DISC OVERAGE FOR CONTRACT
	CMP102A	31100	55	06-101-314	3,690.00	DISC REPAIR CONTRACT
	Check Date	2/22/2007	Check Nbr	011524		Check Total:
04195 DEMCO INC	2691842A	31100	55	06-101-300	200.59	DEPARTMENT SUPPLIES
	2691842B	31100	55	06-101-310	279.72	OFFICE SUPPLIES
	Check Date	2/22/2007	Check Nbr	011525		Check Total:

Date: Thursday, February 22, 2007
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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
07150 GENERAL BOOK COVERS	70067	31100	55	06-101-300	180.96	DEPARTMENT SUPPLIES
	Check Date 2/22/2007	Check Nbr	011526		Check Total:	180.96
09113 INFOBASE PUBLISHING	499617	31100	55	06-101-314	72.23	LIBRARY MATERIALS
	Check Date 2/22/2007	Check Nbr	011527		Check Total:	72.23
09135 INGRAM LIBRARY SERVICES	16788677	31100	55	06-101-314	84.32	LIBRARY MATERIALS
	16977957	31100	55	06-101-314	119.71	LIBRARY MATERIALS
	17098446	31100	55	06-101-314	96.11	LIBRARY MATERIALS
	16633469	31100	55	06-101-314	79.21	LIBRARY MATERIALS
	Check Date 2/22/2007	Check Nbr	011528		Check Total:	379.35
11155 KITZ & PFEIL INC	01-11-140042	31100	55	06-101-240	10.98	REPAIR & MAINTENANCE
	01-12-140010	31100	55	06-101-240	11.49	REPAIR & MAINTENANCE
	01-09-140024	31100	55	06-101-313	17.99	HOUSEKEEPING SUPPLIES
	Check Date 2/22/2007	Check Nbr	011529		Check Total:	40.46
11290 K KRANSKI & SONS INC	14870	31100	55	06-101-240	175.00	REPAIR & MAINTENANCE
	Check Date 2/22/2007	Check Nbr	011530		Check Total:	175.00
12355 LERNER PUBLISHING GROUP	L662754	31100	55	06-101-314	353.27	LIBRARY MATERIALS
	Check Date 2/22/2007	Check Nbr	011531		Check Total:	353.27
12510 MARGE LOCH-WOUTERS	02202007	31100	55	06-101-311	11.14	POSTAGE
	02212007	31100	55	06-101-314	10.00	LIBRARY MATERIALS
	Check Date 2/22/2007	Check Nbr	011532		Check Total:	21.14
13045 MANDERFIELD BAKERY	254585	31100	55	06-101-338	18.70	STAFF MEETING MEAL
	Check Date 2/22/2007	Check Nbr	011533		Check Total:	18.70

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13100 MARSHALL CAVENDISH CORP	R751111	31100	55	06-101-314	459.95	LIBRARY MATERIALS
	R751883	31100	55	06-101-314	125.75	LIBRARY MATERIALS
	R752935	31100	55	06-101-314	150.93	LIBRARY MATERIALS
	Check Date 2/22/2007	Check Nbr	011534		Check Total:	736.63
13610 MIDWEST TAPE	1364340	31100	55	06-101-314	203.89	LIBRARY MATERIALS
	1356673	31100	55	06-101-314	12.99	LIBRARY MATERIALS
	Check Date 2/22/2007	Check Nbr	011535		Check Total:	216.88
13675 MINITEX-CPP	39625	31100	55	06-101-300	320.00	DEPARTMENT SUPPLIES
		Check Date 2/22/2007	Check Nbr	011536	Check Total:	320.00
13720 MODERN BUSINESS MACHINES	26118814	31100	55	06-101-243	362.04	PHOTOCOPIER CONTRACT
		Check Date 2/22/2007	Check Nbr	011537	Check Total:	362.04
15241 OSHKOSH PUBLIC LIBRARY	02202007	31100	55	06-101-314	10.00	LIBRARY MATERIALS
		Check Date 2/22/2007	Check Nbr	011538	Check Total:	10.00
17050 QUALITY BOOKS INC	104423	31100	55	06-101-314	21.96	LIBRARY MATERIALS
	104904	31100	55	06-101-314	746.48	LIBRARY MATERIALS
	104905	31100	55	06-101-314	27.27	LIBRARY MATERIALS
	105044	31100	55	06-101-314	813.36	LIBRARY MATERIALS
	105233	31100	55	06-101-314	67.15	LIBRARY MATERIALS
	Check Date 2/22/2007	Check Nbr	011539	Check Total:	1,676.22	

Date: Thursday, February 22, 2007
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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
18094 RANDOM HOUSE INC	1082564982	31100	55	06-101-314	44.00	LIBRARY MATERIALS
	1082592473	31100	55	06-101-314	44.00	LIBRARY MATERIALS
	1082592474	31100	55	06-101-314	44.00	LIBRARY MATERIALS
	1082625192	31100	55	06-101-314	84.00	LIBRARY MATERIALS
	1082631827	31100	55	06-101-314	44.80	LIBRARY MATERIALS
	1082623424	31100	55	06-101-314	72.00	LIBRARY MATERIALS
	1082623425	31100	55	06-101-314	24.00	LIBRARY MATERIALS
	1082653223	31100	55	06-101-314	48.00	LIBRARY MATERIALS
	1082656072	31100	55	06-101-314	160.00	LIBRARY MATERIALS
	1082656073	31100	55	06-101-314	103.20	LIBRARY MATERIALS
Check Date	2/22/2007	Check Nbr	011540		Check Total:	668.00
18115 RECORDED BOOKS INC	3287174	31100	55	06-101-314	817.16	LIBRARY MATERIALS
	3338393	31100	55	06-101-314	89.77	LIBRARY MATERIALS
	Check Date	2/22/2007	Check Nbr	011541		Check Total:
18460 ROSEN PUBLISHING GROUP	407085	31100	55	06-101-314	259.20	LIBRARY MATERIALS
	Check Date	2/22/2007	Check Nbr	011542		Check Total:
18480 ROURKE PUBLISHING GROUP	INV048273	31100	55	06-101-314	343.10	LIBRARY MATERIALS
	Check Date	2/22/2007	Check Nbr	011543		Check Total:
19605 SR BLOCK IRON & SUPPLY COMPANY	154825	31100	55	06-101-240	210.00	REPAIR & MAINTENANCE
	Check Date	2/22/2007	Check Nbr	011544		Check Total:
19626 STAGEPLAY PRODUCTIONS	02202007	31100	55	06-101-205	300.00	LIBRARY PROGRAM
	Check Date	2/22/2007	Check Nbr	011545		Check Total:
20115 TESCH CHEMICAL CO INC	TC107941	31100	55	06-101-313	6.20	HOUSEKEEPING SUPPLIES
	Check Date	2/22/2007	Check Nbr	011546		Check Total:

Date: Thursday, February 22, 2007
 Time: 11:32AM
 User: MGRIESBACH

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
20191 THOMSON GALE	RM834837	31100	55	06-101-314	-184.30	CREDIT
	15016662	31100	55	06-101-314	203.70	LIBRARY MATERIALS
	14992989	31100	55	06-101-314	38.93	LIBRARY MATERIALS
	Check Date 2/22/2007	Check Nbr	011547		Check Total:	58.33
21053 UNIQUE BOOKS INC	337722.2	31100	55	06-101-314	23.58	LIBRARY MATERIALS
		Check Date 2/22/2007	Check Nbr	011548	Check Total:	23.58
21054 UNIQUE MANAGEMENT SERVICES INC	161132	31100	46	04-171-000	331.15	COLLECTION AGENCY FEE
		Check Date 2/22/2007	Check Nbr	011549	Check Total:	331.15
21185 UPSTART INC	9623969-001	31100	55	06-101-316	52.00	PROGRAM SUPPLIES
		Check Date 2/22/2007	Check Nbr	011550	Check Total:	52.00
23160 WERNER ELECTRIC SUPPLY CO	S2059278.001	31100	55	06-101-313	199.60	HOUSEKEEPING SUPPLIES
	S2051888.001	31100	55	06-101-313	299.04	HOUSEKEEPING SUPPLIES
		Check Date 2/22/2007	Check Nbr	011551	Check Total:	498.64
23229 JULIE WING	02202007	31100	55	06-101-310	33.44	OFFICE SUPPLIES
	02212007	31100	55	06-101-331	5.82	MILEAGE REIMBURSEMENT
	02192007	31100	55	06-101-333	10.05	MEAL REIMBURSEMENT
		Check Date 2/22/2007	Check Nbr	011552	Check Total:	49.31
23293 WINNEFOX LIBRARY SYSTEM	2503	31100	55	06-101-314	28.25	LIBRARY MATERIALS
		Check Date 2/22/2007	Check Nbr	011553	Check Total:	28.25

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23358 WISCONSIN DEPARTMENT OF COMM	139502	31100	55	06-101-240	70.00	PERMIT TO OPERATE FEE
	<u>Check Date</u> 2/22/2007	<u>Check Nbr</u>	<u>011554</u>		<u>Check Total:</u>	<u>70.00</u>
				Grand Total:	18,696.87	

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01180 AEROLOC	478	31731	54	10-149-240	300.00	ASBESTOS REMOVAL/CITY GARAGE
	Check Date 2/22/2007	Check Nbr	011458		Check Total:	300.00
01315 AIRGAS NORTH CENTRAL	105266259	31100	52	05-201-240	25.96	ANNUAL MAINTENANCE EXTINGUISHR
	105266259	31100	52	08-101-240	35.84	ANNUAL MAINTENANCE EXTINGUISHR
	Check Date 2/22/2007	Check Nbr	011459		Check Total:	61.80
01600 AMERICAN MILLWORK & HARDWARE	101653	31100	13	04-106-000	124.36	CLORAX DISINFECTING WIPES
	Check Date 2/22/2007	Check Nbr	011460		Check Total:	124.36
01745 APPLETON HYDRAULIC COMPONENTS	14027	31731	54	10-149-383	35.82	BULK SEAT KITS
	Check Date 2/22/2007	Check Nbr	011461		Check Total:	35.82
01923 AVENUE ART & COMPANY	1857	31731	54	10-149-300	219.64	KENNEDY PHOTO/LETTERS FRAMED
	Check Date 2/22/2007	Check Nbr	011462		Check Total:	219.64
02040 BADGER HIGHWAYS CO INC	134270	31100	54	10-134-300	169.98	WATER/TAYCO & WATER STS
	Check Date 2/22/2007	Check Nbr	011463		Check Total:	169.98
02196 BARCO PRODUCTS COMPANY	120601914	31100	12	04-399-000	650.00	SMLL MESSGE CTR-2
	120601899	31100	12	04-399-000	3,505.00	SMALL/LARGE MESSAGE CENTERS
	010700007	31100	12	04-399-000	975.00	SMLL MESSGE CTR
	120601898	31100	12	04-399-000	1,300.00	SMLL MESSGE CTR
	Check Date 2/22/2007	Check Nbr	011464		Check Total:	6,430.00
02410 BERGSTROM NEENAH-MENASHA FORD	93740	31731	54	10-149-383	28.82	HOSE
	Check Date 2/22/2007	Check Nbr	011465		Check Total:	28.82

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02796 BUBRICK'S	7184	31731	54	10-149-241	95.99	OFFICE SUPPLIES
	8235	31100	52	08-101-310	267.11	ORGANIZERS
	Check Date 2/22/2007	Check Nbr 011466			Check Total: 363.10	
03185 CARTE GRAPH SYSTEMS INC	R-04178	31100	51	04-109-243	1,000.00	PLAT MAINTENANCE RENEWAL
	Check Date 2/22/2007	Check Nbr 011467			Check Total: 1,000.00	
04188 KIM DELIE	022007	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
	Check Date 2/22/2007	Check Nbr 011468			Check Total: 675.00	
06115 FERRELLGAS	1013886718	31731	54	10-149-300	76.62	LIQUEFIED PETROLUEM GAS
	Check Date 2/22/2007	Check Nbr 011469			Check Total: 76.62	
06225 FIRST SUPPLY LLC	6662390-00	31100	55	07-202-243	239.90	PUMP @HART PARK
	Check Date 2/22/2007	Check Nbr 011470			Check Total: 239.90	
06365 FORCE AMERICA INC	02074386	31731	54	10-149-383	202.12	PTC KIT ON/OFF VALVE
	Check Date 2/22/2007	Check Nbr 011471			Check Total: 202.12	
06520 FOX STAMP SIGN & SPECIALTY	131660	31100	51	04-106-300	36.00	SELF INK STAMP
	Check Date 2/22/2007	Check Nbr 011472			Check Total: 36.00	
07055 GALL'S INC	5861821600012	31100	52	08-101-295	441.37	TRANSPORT SEAT
	Check Date 2/22/2007	Check Nbr 011473			Check Total: 441.37	
07075 GANNETT NEWSPAPERS	012407	31100	51	10-115-322	187.20	POST-CRESCENT RENEWAL 52 WKS
	Check Date 2/22/2007	Check Nbr 011474			Check Total: 187.20	

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07080 GANNETT WISCONSIN NEWSPAPERS	0002603360	31100	51	02-104-292	52.49	LEGAL PUBLICATIONS
	0002603360	31100	51	04-101-292	1,521.09	LEGAL PUBLICATIONS
	Check Date 2/22/2007	Check Nbr	011475		Check Total:	1,573.58
08537 HSBC BUSINESS SOLUTIONS	020607	31100	51	04-109-339	399.99	WINDOWS VISTA ULTIMATE
		Check Date 2/22/2007	Check Nbr	011476	Check Total:	399.99
11035 KANN MANUFACTURING CORP	17112	31731	54	10-149-383	116.49	
		Check Date 2/22/2007	Check Nbr	011477	Check Total:	116.49
12250 LAWSON PRODUCTS INC	5262344	31731	54	10-149-300	683.86	SHOP SUPPLIES
		Check Date 2/22/2007	Check Nbr	011478	Check Total:	683.86
13007 TRAVIS MAC DONALD	002007-1	31100	51	10-115-240	125.00	PATCH/PLASTER IS OFFICE
		Check Date 2/22/2007	Check Nbr	011479	Check Total:	125.00
13095 MARSHALL & ILSLEY TRUST CO	022207	31100	21	04-415-000	157.38	FLEX SPEND MEDICAL
	022207	31100	21	04-417-000	96.15	FLEX SPEND DEPENDENT CARE
		Check Date 2/22/2007	Check Nbr	011480	Check Total:	253.53
13151 MATTHEWS TIRE & AUTO SERVICE	173581	31731	54	10-149-382	385.16	SQUAD REPAIR
		Check Date 2/22/2007	Check Nbr	011481	Check Total:	385.16

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13360 MENASHA ELECTRIC & WATER UTILI	020107	31100	12	04-399-000	872.76	
	020107	31100	12	04-399-000	158.98	
	020107	31100	12	04-399-000	6.02	
	020107	31100	52	08-101-223	1,205.25	
	020107	31100	52	08-101-225	219.55	
	020107	31100	54	10-131-223	717.15	
	020107	31100	54	10-131-225	20.35	
	020107	31731	54	10-149-223	1,502.64	
	020107	31731	54	10-149-225	720.67	
	020107	31201	54	10-301-223	62.74	
	020107	31266	54	10-308-223	8.48	
	020107	31100	55	06-101-223	2,491.20	
	020107	31100	55	06-101-225	372.94	
	020107	31100	55	07-202-223	1,375.45	
	020107	31100	55	07-202-225	20.19	
	020107	31100	55	07-203-223	173.20	
	020107	31100	55	07-203-225	277.92	
	020107	31100	55	10-215-223	259.23	
		Check Date	2/22/2007	Check Nbr	011482	Check Total:
13370 MENASHA EMPLOYEES CREDIT UNION	022207	31100	21	04-299-020	2,043.00	DEDUCTIONS
		Check Date	2/22/2007	Check Nbr	011483	Check Total:
13375 MENASHA EMPLOYEES LOCAL 1035	022207	31100	21	04-299-031	200.00	UNION DUES 1035
		Check Date	2/22/2007	Check Nbr	011484	Check Total:
13400 MENASHA JOINT SCHOOL DISTRICT	021507	31100	41	04-103-000	5,940.61	FEB MOBILE HOME TAX
		Check Date	2/22/2007	Check Nbr	011485	Check Total:

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13445 MENASHA PUBLIC WORKS FACILITY	021407	31100	52	08-101-240	24.51	MISC HARDWARE
	021407	31731	54	10-149-383	8.00	
	021407	31100	55	07-202-300	23.06	BIT/SOCKET
	022207	31731	54	10-149-310	25.20	12 FRAMES
	Check Date	2/22/2007	Check Nbr	011486	Check Total:	80.77
13455 CITY OF MENASHA SENIOR CENTER	022007	31100	21	04-289-000	6.89	PAPER/CARD MAKING
	022007	31100	53	09-212-291	68.80	PAPER FOR NEWSLETTER
	022007	31827	53	09-212-300	22.56	DOOR PRIZES/BATTERIES
	Check Date	2/22/2007	Check Nbr	011487	Check Total:	98.25
13480 TOWN OF MENASHA	020507	31100	46	04-177-000	228.00	BASKETBALL CLINIC/CITY KIDS
		Check Date	2/22/2007	Check Nbr	011488	Check Total:
13785 MOTION INDUSTRIES INC	WI-02-227064	31100	55	07-203-243	227.33	COUPLE FOR SWIM POOL MOTOR
		Check Date	2/22/2007	Check Nbr	011489	Check Total:
13805 MR ROOTER	9280	31201	54	10-301-822	6,724.00	510 5TH STREET
		Check Date	2/22/2007	Check Nbr	011490	Check Total:
13820 MTAW	022107	31100	51	04-106-320	80.00	2007 DUES/T STOFFEL/J SASSMAN
		Check Date	2/22/2007	Check Nbr	011491	Check Total:
14085 NATIONAL PEN CORPORATION	103922079	31827	53	09-212-300	70.79	SCRAP CHARGE/DUPLICATE ORDER
		Check Date	2/22/2007	Check Nbr	011492	Check Total:
14205 CITY OF NEENAH TREASURER	021907	31100	52	05-201-250	222,210.00	N/M FIRE RESCUE SERVICES
		Check Date	2/22/2007	Check Nbr	011493	Check Total:

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14395 NORTH AMERICAN SALT CO	70019381	31100	54	10-124-300	3,347.12	BULK COARSE SALT
	Check Date 2/22/2007	Check Nbr	011494		Check Total:	3,347.12
14423 NORTHEAST WISCONSIN STORMWATER	245	31100	54	10-111-212	750.00	MEMBERSHIP
	245	31100	56	03-202-219	750.00	MEMBERSHIP
	Check Date 2/22/2007	Check Nbr	011495		Check Total:	1,500.00
15080 OFFICEMAX CONTRACT INC	597222	31100	51	10-115-310	9.64	OFFICE SUPPLIES/2ND FLOOR PAPER
	597222	31100	54	10-111-310	27.69	OFFICE SUPPLIES/ENGINEERING
	597222	31100	55	07-201-310	14.46	SUPPLIES/TINY TOTS
	764691	31100	55	07-201-310	101.60	TONER/MEMORIAL BUILDING
	290197	31100	51	10-115-310	14.46	2ND FLOOR COLOR PAPER
	290197	31100	54	10-111-310	31.60	OFFICE SUPPLIES/ENGINEERING
	290197	31201	54	10-301-310	129.06	OFFICE SUPPLIES/SSES
	290197	31100	55	07-201-310	18.18	OFFICE SUPPLIES/PARK & REC
	290197	31100	56	03-202-310	12.59	OFFICE SUPPLIES/COM DEV
	Check Date 2/22/2007	Check Nbr	011496		Check Total:	359.28
16025 PACKER CITY INTERNATIONAL	3270260013	31731	54	10-149-383	26.65	SWITCH/HORN
	Check Date 2/22/2007	Check Nbr	011498		Check Total:	26.65
16300 PIGGLY WIGGLY #24	021307	31827	53	09-212-300	7.05	MAYORS SPAGHETTI DINNER
	013107	31827	53	09-212-300	58.15	MAYORS SPAGHETTI DINNER
	Check Date 2/22/2007	Check Nbr	011499		Check Total:	65.20
18430 ROLAND MACHINERY CO	21029293	31741	19	04-530-000	215,200.00	ASPHALT PAVER
	Check Date 2/22/2007	Check Nbr	011500		Check Total:	215,200.00
19005 S&R COMPOST SERVICES INC	016550	31266	54	10-308-216	23,450.00	POWER SCREEN/YARD WASTE COMPST
	Check Date 2/22/2007	Check Nbr	011501		Check Total:	23,450.00

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19150 SCHENCK BUSINESS SOLUTIONS	167261	31100	51	04-109-214	205.00	PROFESSIONAL SERVICES
Check Date	2/22/2007	Check Nbr	011502		Check Total:	205.00
19370 DR TERESA SHOBERG	021907	31100	53	09-102-215	150.00	MARCH CITY PHYSICIAN
Check Date	2/22/2007	Check Nbr	011503		Check Total:	150.00
20325 TRAFFIC & PARKING CONTROL CO	263690	31100	54	10-131-822	8,423.00	CONTROL CABINET/APPLETON/AIRPT
Check Date	2/22/2007	Check Nbr	011504		Check Total:	8,423.00
20497 TWIN CITY VETERANS ACCOUNT	022007	31100	55	04-221-316	600.00	PER COUNCIL ACTION OF 2/19/07
Check Date	2/22/2007	Check Nbr	011505		Check Total:	600.00
21227 US OIL CO INC	L30186	31731	54	10-149-242	12.00	MAINTENANCE SHOP OIL ANALYSIS
Check Date	2/22/2007	Check Nbr	011506		Check Total:	12.00
21280 USCM PAYROLL PROCESSING	022207	31100	21	04-419-000	992.50	DEFERRED COMP
Check Date	2/22/2007	Check Nbr	011507		Check Total:	992.50
22190 TERRANCE K VAN HOOF	370504	31100	52	05-201-240	1,316.00	PAINTING AT STATION 36
Check Date	2/22/2007	Check Nbr	011508		Check Total:	1,316.00
15190 VEOLIA ENVIRONMENTAL SERVICES	152980	31100	12	04-399-000	72.20	BROAD ST PARKING LOT
Check Date	2/22/2007	Check Nbr	011497		Check Total:	72.20
22430 VISION INSURANCE PLAN OF AMERI	45386	31100	21	04-619-005	1,113.10	MARCH EMPLOYEES
Check Date	2/22/2007	Check Nbr	011509		Check Total:	1,113.10

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23152 WE ENERGIES	020507	31100	55	07-202-224	377.87	2170 PALNK ROAD
	020507	31100	55	07-202-224	2.70	LATE FEE
	020207	31100	55	07-202-223	34.29	CONSERVANCY
	Check Date 2/22/2007	Check Nbr	011510		Check Total:	414.86
23275 WINNEBAGO COUNTY TREASURER	CC100161	31100	51	02-103-322	50.00	WINNEBAGO CO CODE BOOK 2007
		Check Date 2/22/2007	Check Nbr	011511	Check Total:	50.00
23455 WISCONSIN SUPPORT COLLECTIONS	022207	31100	21	04-299-015	436.31	CHILD SUPPORT
	022207	31100	21	04-299-016	138.40	SPOUSAL SUPPORT
	Check Date 2/22/2007	Check Nbr	011512	Check Total:	574.71	
26200 ZARNOTH BRUSH WORKS INC	110214	31731	54	10-149-383	39.40	RUBBER PADS
		Check Date 2/22/2007	Check Nbr	011513	Check Total:	39.40
Grand Total:					520,407.83	

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00170 976-PRAXAIR DISTRIBUTION INC	25275099	31100	53	09-212-205	57.46	HELIUM BALLOONS
	Check Date 3/1/2007	Check Nbr	011555		Check Total:	57.46
01210 AFFINITY OCCUPATIONAL HEALTH	200564	31100	51	02-105-215	94.50	SCREENING/PRE-PLACEMENT EXAM
	200291	31100	51	02-105-215	5.00	POOL MEMBER CHANGE
	Check Date 3/1/2007	Check Nbr	011556		Check Total:	99.50
01315 AIRGAS NORTH CENTRAL	105304235	31100	55	07-202-204	24.18	ACETYLENE/ARGON/OXYGEN CYL
	105288447	31731	54	10-149-242	62.99	ARGON 1 YR LEASE
	105304236	31731	54	10-149-242	49.29	ACETYLENE/ARGON/OXYGEN CYL
	105285980	31731	54	10-149-300	134.43	OXYGEN CYL
	Check Date 3/1/2007	Check Nbr	011557		Check Total:	270.89
01450 ALLIED GLOVE & SAFETY PRODUCTS	1/667670	31731	54	10-149-300	120.49	LEATHER DRIVING GLOVES/24 PR
	Check Date 3/1/2007	Check Nbr	011558		Check Total:	120.49
01615 AMERICAN PLANNING ASSOCIATION	095883-061203	31100	56	03-202-320	298.00	APA MEMBERSHIP/G KEIL
	Check Date 3/1/2007	Check Nbr	011559		Check Total:	298.00
01675 AMT	030107	31100	21	04-299-022	150.00	WAGE ASSIGNMENT
	Check Date 3/1/2007	Check Nbr	011560		Check Total:	150.00
01850 ASSESSMENT TECHNOLOGIES LLC	1243	31100	51	04-107-214	2,940.00	UPGRADE TO MD 2007 PER QUOTE
	Check Date 3/1/2007	Check Nbr	011562		Check Total:	2,940.00
01842 ASSOCIATED APPRAISAL	4617	31100	51	04-107-310	105.42	POSTAGE/SUPPLIES/ENV/PHONE/FAX
	Check Date 3/1/2007	Check Nbr	011561		Check Total:	105.42

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19120 AT&T	920R09453002	31100	51	10-115-221	64.30	MONTHLY CHARGES
	920R09453002	31201	54	10-301-221	169.45	MONTHLY CHARGES
	Check Date 3/1/2007	Check Nbr 011607			Check Total: 233.75	
01920 AVASTONE TECHNOLOGIES LLC	45660-A	31100	51	01-102-214	255.00	WEB PAGE CONTACT EMAIL VERIFY
	Check Date 3/1/2007	Check Nbr 011563			Check Total: 255.00	
02241 MICHAEL BAUER	022207	31100	46	04-157-000	30.00	INV 4041 PAID TWICE 12/28 & 13
	Check Date 3/1/2007	Check Nbr 011564			Check Total: 30.00	
02410 BERGSTROM NEENAH-MENASHA FORD	FOCS96315	31100	52	08-101-295	83.25	ABS SYSTEM REPAIR
	FOCS96208	31100	52	08-101-295	340.43	REPAIR AIR BAG & SHOCKS
	Check Date 3/1/2007	Check Nbr 011565			Check Total: 423.68	
02670 RON BOUCHARD	022207	31100	52	08-101-338	15.18	MEALS
	Check Date 3/1/2007	Check Nbr 011566			Check Total: 15.18	
03435 CINTAS FIRE PROTECTION	F36370215	31100	52	05-201-240	64.00	ANNUAL SERVICE CONTRACT
	F36370215	31100	52	08-101-240	64.00	ANNUAL SERVICE CONTRACT
	Check Date 3/1/2007	Check Nbr 011567			Check Total: 128.00	
03667 CONNECTING CULTURES INTERPRETG	1836	31100	53	09-102-215	79.88	TRANSLATION
	Check Date 3/1/2007	Check Nbr 011568			Check Total: 79.88	
04187 JIM DEGOEY	022007	31827	53	09-212-205	50.00	DONATION FOR MARCH PARTY
	Check Date 3/1/2007	Check Nbr 011569			Check Total: 50.00	

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05100 ELAN CARDMEMBER SERVICE	021207	31100	51	02-103-339	189.00	ONLINE EDU
	021207	31100	51	04-109-214	19.95	ECI GOTOMYPC.COM/SVCS
	021207	31100	51	04-109-221	18.74	VONAGE
	021207	31100	51	10-115-201	90.00	WATER RIGHT SERVICE
	021207	31100	51	10-115-241	50.69	OMNIPRO
	021207	31100	51	10-115-310	174.95	TONERBOSS/INK
	021207	31100	52	08-101-295	104.99	BEST BUY
	021207	31100	52	08-101-295	22.00	EXXONMOBIL/MONTFORT WI
	021207	31100	52	08-101-300	99.90	MTI CRUCIAL TECHNOLOGY
	021207	31100	52	08-101-310	90.93	TONERBOSS/INK
	021207	31100	52	08-101-315	735.29	BEACH CAMERA
	021207	31100	52	08-101-315	102.93	INTERSTATE SUPPLY
	021207	31100	52	08-101-315	162.50	DAVIS STANTON INC
	021207	31100	52	08-101-333	-47.89	KALAHARI RETURN
	021207	31100	52	08-101-333	158.00	MARRIOTT/RACINE
	021207	31100	52	08-101-333	158.00	MARRIOTT/RACINE
	021207	31100	52	08-101-333	178.87	MARRIOTT/RACINE
	021207	31100	52	08-101-338	17.36	CULVERS/BARABOO
	021207	31100	52	08-101-338	31.56	APPLEBEES/WIS DELLS
	021207	31100	52	08-101-338	23.92	MARLEY'S/WIS DELLS
	021207	31100	52	08-101-338	34.54	CINDERS/OSHKOSH
	021207	31100	52	08-101-338	17.24	SPRING GARDEN REST/MT HOREB
	021207	31100	52	08-101-338	21.55	MAIN ST DINER/WAUNAKEE
	021207	31100	52	08-101-338	36.67	MJ STEVENS/HARTFORD WI
	021207	31100	52	08-101-338	53.01	VILLA D'CARLO/KENOSHA
	021207	31100	52	08-101-338	30.52	INFUSINO PIZZERIA/RACINE
	021207	31100	53	09-118-336	95.00	PANDEMIC FLU WEBCAST
	021207	31100	54	10-111-300	64.53	E CAMERA
	021207	31100	54	10-131-310	16.95	TONERBOSS/INK
	021207	31100	54	10-304-300	64.53	E CAMERA
	021207	31100	55	06-101-240	63.95	TYLER TOOL CO
	021207	31100	55	06-101-332	26.00	WLA
	021207	31100	55	07-201-205	-415.00	MILWAUKEE BREWERS BOX

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	021207	31100	55	07-201-205	830.00	MILWAUKEE BREWERS BOX
	021207	31100	55	07-201-300	11.89	NAUT'S LANDING
	021207	31100	55	07-201-337	47.00	WIS PARK & REC
	021207	31100	55	07-201-337	62.00	CHULA VISTA RESORT/WIS DELLS
	021207	31100	55	07-202-240	290.40	DOCK ACCENTS
	021207	31100	55	07-202-300	50.40	FLEET FARM/APPLETON
	Check Date	3/1/2007	Check Nbr	011570	Check Total:	3,782.87
05200 ENTERPRISE SYSTEMS GROUP	S026446-IN	31100	52	08-101-821	1,872.00	PRESSURE ZONE MICROPHONE
	Check Date	3/1/2007	Check Nbr	011571	Check Total:	1,872.00
06415 FOX CITIES CHAMBER FOUNDATION	021507	31100	56	03-202-216	2,500.00	ECONOMIC PARTNERSHIP SHARE
	Check Date	3/1/2007	Check Nbr	011572	Check Total:	2,500.00
06565 FOX VALLEY HUMANE ASSOCIATION	021207	31100	53	08-115-250	1,322.83	7 ANIMALS /JANUARY 2007
	Check Date	3/1/2007	Check Nbr	011573	Check Total:	1,322.83
07000 FWWA	022807	31100	54	10-111-332	180.00	REGISTRATION/M RADTKE
	022807	31100	56	03-202-332	180.00	REGISTRATION/G KEIL
	Check Date	3/1/2007	Check Nbr	011574	Check Total:	360.00
07057 GALLS INCORPORATED	5872775800011	31100	52	08-101-295	150.49	COMPACT SIREN SPEAKER
	Check Date	3/1/2007	Check Nbr	011575	Check Total:	150.49
07580 GUNDERSON UNIFORM & LINEN RENT	1188115	31100	51	10-115-201	25.74	MAT/MOP SERVICE
	1188115	31100	53	09-212-313	3.19	MAT/MOP SERVICE
	1188115	31100	55	07-202-313	3.19	MAT/MOP SERVOCE
	1188114	31100	52	08-101-313	34.63	MAT/MOP/TOWEL SERVICE
	Check Date	3/1/2007	Check Nbr	011576	Check Total:	66.75

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08050 BRETT HALDERSON	022107	31100	52	08-101-338	54.36	MEALS
	Check Date 3/1/2007	Check Nbr	011577		Check Total: 54.36	
08235 HEARTLAND LABEL PRINTERS INC	IVC000150272	31100	51	04-109-315	4,947.00	FIREWALL REPLACEMENT
	Check Date 3/1/2007	Check Nbr	011578		Check Total: 4,947.00	
08404 HILTON	325896499	31100	56	03-202-333	248.00	WEDA CONFERENCE/J BECKENDORF
	Check Date 3/1/2007	Check Nbr	011579		Check Total: 248.00	
09290 INTERSTATE BATTERY OF GREEN BA	90035403	31731	54	10-149-383	212.85	STOCK
	Check Date 3/1/2007	Check Nbr	011580		Check Total: 212.85	
10110 JACOBUS ENVIRONMENTAL SERVICES	74218	31266	54	10-307-216	400.00	GRANULAR ABSORBANT DISPOSAL
	Check Date 3/1/2007	Check Nbr	011581		Check Total: 400.00	
11103 KEYES CUSTOM HOME IMPROVEMENT	012007	31100	55	07-202-300	637.50	REDECK TRAILER/BRIDGE-PEANUT
	Check Date 3/1/2007	Check Nbr	011582		Check Total: 637.50	
11235 KONE INC	17322565	31100	51	10-115-240	5,008.88	ELEVATOR REPAIR
	Check Date 3/1/2007	Check Nbr	011583		Check Total: 5,008.88	
11368 FRED KUROWSKI	022007	31827	53	09-212-205	50.00	DONATION FOR MARCH PARTY
	Check Date 3/1/2007	Check Nbr	011584		Check Total: 50.00	
13095 MARSHALL & ILSLEY TRUST CO	030107	31100	21	04-415-000	1,703.35	SEC 125-MEDICAL
	030107	31100	21	04-417-000	173.08	SEC 125-DEPENDENT CARE
	030107	31100	21	04-619-003	187.50	SEC 125-1035B REIMBURSE
	Check Date 3/1/2007	Check Nbr	011585		Check Total: 2,063.93	

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13120 MARTENSON & EISELE INC	41020	31208	54	10-111-212	503.00	RELOCATION/VAC/RIVER ST
	Check Date 3/1/2007	Check Nbr 011586			Check Total: 503.00	
13150 MATTHEWS TIRE & AUTO SERVICE	311759	31731	54	10-149-382	362.40	SQUAD REPAIR
	Check Date 3/1/2007	Check Nbr 011587			Check Total: 362.40	
13270 MCNEILUS TRUCK & MFG COMPANY	205598	31731	54	10-149-383	512.75	ROLLER/WASH
	205684	31731	54	10-149-383	43.72	STRAP
	205848	31731	54	10-149-383	1,369.03	LINER/SHOE
	205459	31731	54	10-149-383	108.88	OTR WEAR STRIP
	Check Date 3/1/2007	Check Nbr 011588			Check Total: 2,034.38	
13345 MENARDS-APPLETON EAST	30819	31100	51	10-115-240	56.07	CEDAR SHIMS/LUMBER
	30816	31100	51	10-115-240	117.73	OAK CASING/DRYWALL/BITS
	Check Date 3/1/2007	Check Nbr 011589			Check Total: 173.80	
13360 MENASHA ELECTRIC & WATER UTILI	021607	31100	55	07-202-223	9.15	MANITOWOC ST BOAT
	Check Date 3/1/2007	Check Nbr 011590			Check Total: 9.15	
13370 MENASHA EMPLOYEES CREDIT UNION	030107	31100	21	04-299-020	21,741.00	DEDUCTIONS
	Check Date 3/1/2007	Check Nbr 011591			Check Total: 21,741.00	
13375 MENASHA EMPLOYEES LOCAL 1035	030107	31100	21	04-299-031	192.00	UNION DEDUCTIONS 1035
	Check Date 3/1/2007	Check Nbr 011592			Check Total: 192.00	
13377 MENASHA EMPLOYEES LOCAL 1035B	030107	31100	21	04-299-032	237.60	UNION DUES DEDUCTIONS
	Check Date 3/1/2007	Check Nbr 011593			Check Total: 237.60	
13405 MENASHA LIBRARY STAFF ASSN	030107	31100	21	04-299-022	92.00	CONTRIBUTION TO SUNSHINE FUND
	Check Date 3/1/2007	Check Nbr 011594			Check Total: 92.00	

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13491 MERCK & CO INC	9079482	31100	53	09-102-300	185.00	VAQTA VIALS/10 DOSES
	Check Date 3/1/2007	Check Nbr 011595			Check Total: 185.00	
13720 MODERN BUSINESS MACHINES	16059969	31100	55	06-101-243	800.00	CANON PRINT & FAX BOARD/LIB
	Check Date 3/1/2007	Check Nbr 011596			Check Total: 800.00	
14270 NETWORK HEALTH PLAN	00334176	31100	21	04-619-003	104,151.88	EMPLOYEES
	00334176	31100	21	04-650-000	9,371.86	RETIREEES/COBRA
	Check Date 3/1/2007	Check Nbr 011597			Check Total: 113,523.74	
14325 NEWMAN TRAFFIC SIGNS	TI-0171951	31100	54	10-131-300	2,733.00	SHEETING/PRISMATIC BARR
	Check Date 3/1/2007	Check Nbr 011598			Check Total: 2,733.00	
15080 OFFICEMAX CONTRACT INC	590839	31731	54	10-149-310	26.59	PAPER
	590839	31100	55	07-202-310	26.59	PAPER
	331210	31731	54	10-149-310	52.34	OFFICE SUPPLIES
	331210	31100	55	07-202-310	13.66	OFFICE SUPPLIES
	Check Date 3/1/2007	Check Nbr 011599			Check Total: 119.18	
16025 PACKER CITY INTERNATIONAL	3270300053	31731	54	10-149-383	13.56	LUBEFILT
	3270320054	31731	54	10-149-383	83.35	AIR FILTS
	3270320102	31731	54	10-149-383	11.88	LAMP
	3270470045	31731	54	10-149-383	-3.90	D-2 GOVE
	Check Date 3/1/2007	Check Nbr 011600			Check Total: 104.89	
16165 PEI	79975	31731	54	10-149-216	192.00	PERSONNEL EVALUATION BILLING
	Check Date 3/1/2007	Check Nbr 011601			Check Total: 192.00	
16325 PJS TECHNOLOGY	700192	31100	51	10-115-310	23.90	TONER CARTRIDGE
	Check Date 3/1/2007	Check Nbr 011602			Check Total: 23.90	

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16769 PAIGE POTRATZ	022707	31100	22	04-101-000	35.00	REFUND
	Check Date 3/1/2007	Check Nbr	011603		Check Total:	35.00
18160 REDI-WELDING CO	13466	31731	54	10-149-300	58.80	BAR/ANGLE
	Check Date 3/1/2007	Check Nbr	011604		Check Total:	58.80
18400 ROAD EQUIPMENT	463554	31731	54	10-149-383	48.13	REPLACEMENT KIT/CORE/VALVE
	Check Date 3/1/2007	Check Nbr	011605		Check Total:	48.13
19070 CHARLES SAHR	022107	31100	52	08-101-338	16.15	MEALS
	Check Date 3/1/2007	Check Nbr	011606		Check Total:	16.15
19167 RACHEL SCHLIMM	022707	31100	22	04-101-000	87.50	REFUND
	Check Date 3/1/2007	Check Nbr	011608		Check Total:	87.50
19375 SHOOTING STARZZ	022207	31826	55	07-202-316	384.98	REC DONATION/DOTY ISLAND DEV
	Check Date 3/1/2007	Check Nbr	011609		Check Total:	384.98
19605 SR BLOCK IRON & SUPPLY COMPANY	155466	31100	53	09-102-240	210.58	LOCKSET
	Check Date 3/1/2007	Check Nbr	011610		Check Total:	210.58
19693 STEPP EQUIPMENT COMPANY	232196	31731	54	10-149-383	151.44	RUBBER PAD
	Check Date 3/1/2007	Check Nbr	011611		Check Total:	151.44
20290 TOUGH SOLUTIONS	SW121206D	31100	51	04-109-315	7,696.00	POLICE LAPTOP FOR SQUADS
	TSI331545	31100	51	04-109-315	-300.00	
	Check Date 3/1/2007	Check Nbr	011612		Check Total:	7,396.00

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20325 TRAFFIC & PARKING CONTROL CO	264249	31100	54	10-131-300	126.99	V-LOCK DRIVE HEAD
Check Date	3/1/2007	Check Nbr	011613		Check Total:	126.99
20405 TRI-COUNTY OVERHEAD DOOR INC	18280	31100	54	10-202-212	65.00	CORD REPAIR/MARINA PLACE
Check Date	3/1/2007	Check Nbr	011614		Check Total:	65.00
21095 UNITED WAY FOX CITIES	021607	31100	51	01-102-333	50.00	ANNUAL MEETING/DINNER
Check Date	3/1/2007	Check Nbr	011615		Check Total:	50.00
	030107	31100	21	04-299-021	99.50	CONTRIBUTIONS
Check Date	3/1/2007	Check Nbr	011616		Check Total:	99.50
21162 UNIVERSITY OF WISCONSIN-EXTENS	949478 949972	31100	54	10-111-332	45.00	REGISTRATION/C HUTTER
	949478 949972	31100	54	10-111-332	45.00	REGISTRATION/T MONTOUR
	955867	31100	54	10-111-332	45.00	REGISTRATION/M RADTKE
	955870	31731	54	10-149-332	45.00	REGISTRATION/J NEILAND
	955874	31731	54	10-149-332	45.00	REGISTRATION/T JACOBSON
	955875	31100	54	10-111-332	45.00	REGISTRATION/T MONTOUR
Check Date	3/1/2007	Check Nbr	011617		Check Total:	270.00
21280 USCM PAYROLL PROCESSING	030107	31100	21	04-419-000	9,770.78	DEFERRED COMP
Check Date	3/1/2007	Check Nbr	011618		Check Total:	9,770.78
22045 VALLEY CAMERA	21728	31100	52	08-101-300	8.00	FILM PROCESSING
Check Date	3/1/2007	Check Nbr	011619		Check Total:	8.00
22310 VARITECH INDUSTRIES INC	109557	31731	54	10-149-383	321.71	4-ROLLER PUMP
Check Date	3/1/2007	Check Nbr	011620		Check Total:	321.71

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23152 WE ENERGIES	022007	31100	12	04-399-000	1,595.22		
	022007	31100	51	10-115-224	2,626.19		
	022007	31100	52	08-101-224	2,202.93		
	022007	31100	53	09-212-224	534.58		
	022007	31731	54	10-149-224	10,578.48		
	022007	31100	55	06-101-224	3,275.56		
	022007	31100	55	07-202-224	1,184.11		
	022007	31100	55	07-203-224	376.60		
	022007	31207	55	07-205-224	80.15		
	022007	31100	54	10-143-223	1,811.57	STREET LIGHTS	
Check Date	3/1/2007	Check Nbr	011621		Check Total:	24,265.39	
23165 WEST PAYMENT CENTER	813047183	31100	51	02-103-322	96.41	INFORMATION CHARGES	
	Check Date	3/1/2007	Check Nbr	011622		Check Total:	96.41
23215 WIL-KIL PEST CONTROL	1063121	31100	55	07-202-240	50.00	COMMERCIAL SPECIAL	
	Check Date	3/1/2007	Check Nbr	011623		Check Total:	50.00
23275 WINNEBAGO COUNTY TREASURER	100367	31100	52	08-602-250	132.00	JAIL DIVISION	
	Check Date	3/1/2007	Check Nbr	011624		Check Total:	132.00
	022707	31261	56	03-207-701	16,610.26	LAND PURCHASE 535 FIRST ST	
Check Date	3/1/2007	Check Nbr	011625		Check Total:	16,610.26	
23455 WISCONSIN SUPPORT COLLECTIONS	030107	31100	21	04-299-015	1,423.23	CHILD SUPPORT	
	030107	31100	21	04-299-016	138.40	SPOUSAL SUPPORT	
	Check Date	3/1/2007	Check Nbr	011626		Check Total:	1,561.63
23578 WSCPM	022207	31100	51	01-102-320	60.00	2007 MEMBERHSIP/J LAUX	
	Check Date	3/1/2007	Check Nbr	011627		Check Total:	60.00

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26200 ZARNOTH BRUSH WORKS INC	110330	31100	55	07-202-300	724.00	2 BROOMS/CLEAN SNOW/DEBRIS TRL
	<u>Check Date</u> 3/1/2007	<u>Check Nbr</u>	<u>011628</u>		<u>Check Total:</u>	<u>724.00</u>
26350 ZEP MANUFACTURING CO	30279016	31731	54	10-149-300	181.32	ZEP 2000/ZEP 45
	<u>Check Date</u> 3/1/2007	<u>Check Nbr</u>	<u>011629</u>		<u>Check Total:</u>	<u>181.32</u>
				Grand Total:	234,743.32	

CHANGE ORDER

DATE: March 1, 2007

CHANGE ORDER NO: One (1)

CONTRACTOR: Carl Bowers & Sons Construction Co., Inc.

CONTRACT NO.: TIF 9 2006-07

PROJECT: Province Terrace

You are directed to make the changes noted below in the subject contract unit number.

27,000 CY	Place & Compact Fill @ \$2.10 p/cy	\$ 56,700.00
10 Hours	Backhoe w/Tree Grinder @ \$200.00 p/hr	<u>\$ 2,000.00</u>
		\$ 58,700.00

The changes result in the following adjustments:

	CONTRACT - TOTAL	TIME
Prior to this Change Order	\$ 554,219.55	_____ Days
Adjustments per this Change Order	\$ 58,700.00	_____ Days
Current Contract Status	\$ 612,919.55	_____ Days

Directed/Authorized
City of Menasha Dept. of Public Works

BY: _____

DATE: _____

Accepted

BY: _____

DATE: _____

CHANGE ORDER

DATE: February 7, 2007

CHANGE ORDER NO: 5

CONTRACTOR: CD Smith Construction, Inc

CONTRACT NO.: M002-940266.02

PROJECT: Water Treatment Plant Modifications

You are directed to make the changes noted below in the subject contract unit number.

5.1 Add Concrete Baffle Walls to Improve Circulation & Baffling in CT Basin	ADD \$7,553.00
5.2 Add One Chemical Injection Port for Chlorine Injection	ADD \$2,359.00
5.4 Add One Fixed Camera to Allow Better Observation of Aerator Sprinkler Opr.	ADD \$2,361.00
5.5 Replace Existing Monorail Hoist for Efficient Handling of Powdered Carbon	ADD \$13,766.00
5.6 Modify Structural Steel Beam in Room #010 to Accommodate 30-inch Filter Inlet Water Piping	ADD \$1,854.00
5.7 Add 30-inch Blind Flange to Existing Piping System	ADD \$580.00
5.8 Add Additional Mega-Flanges to Adapt to Existing Piping	ADD \$862.00
5.9 Relocate ¾ inch Vent on Existing Backwash Line	ADD \$269.00
5.10 Re-route Existing 6-inch Sludge Piping Beneath New Loading Dock	ADD \$3,234.00
5.11 Add Additional Reinforcing Steel at Trench Drain Above Intermediate Wet Well	ADD \$218.00
TOTAL	\$33,056.00

The Menasha Common Council approved the CD Smith contract
Change Order authorizes changes

Approved by MU Commission, February 28, 2007

Council Approval

The changes result in the following adjustments:

	CONTRACT - TOTAL	TIME
Prior to this Change Order	\$ 10,344,646.00	_____ Days
Adjustments per this Change Order	\$ 33,056.00	_____ Days
Current Contract Status	\$ 10,377,702.00	_____ Days

Directed/Authorized
City of Menasha Dept. of Public Works

Accepted

BY: _____

BY: _____

DATE: _____

DATE: _____

CERTIFICATE OF PAYMENT

DATE: March 1, 2007

PAYMENT REQUEST: Two (2)

CONTRACTOR: Carl Bowers & Sons Construction Co., Inc.

ADDRESS: N1844 Maloney Rd., Kaukauna, WI 54130

CONTRACT UNIT NUMBER: TIF 9 2006-07

PROJECT DESCRIPTION: Province Terrace, Jennie Street and Norman Way

ORIGINAL CONTRACT AMOUNT	\$ 554,219.55
CHANGE ORDER NO: One	AMOUNT: \$ <u>58,700.00</u>
PREVIOUS CHANGE ORDER(S): \$ 0	
TOTAL CONTRACT AMOUNT (INCLUDING CHANGE ORDERS)	\$ 612,919.55
TOTAL EARNED TO DATE (SUMMARY ATTACHED)	\$ 461,002.35
LESS RETAINAGE 5%	\$ 23,050.12
AMOUNT DUE	\$ 437,952.23
PREVIOUS PAYMENTS	\$ 301,014.48
AMOUNT DUE THIS PAYMENT	\$ 136,937.75

ESTIMATE PERIOD: FROM: December 13, 2006 TO: March 1, 2007

I certify that all bills for labor, equipment, materials, and services are paid for which previous certificates for payment were issued.

DATE: _____ BY: _____

Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment. Affidavit of Compliance with Prevailing Wage Rates shall accompany Request for Final Payment.

RECOMMENDED FOR PAYMENT:

DIRECTOR OF PUBLIC WORKS: _____ DATE: _____

APPROVED FOR PAYMENT: COUNCIL APPROVAL DATE: _____

FINANCE DEPARTMENT

<u>ACCOUNT NUMBER</u>	<u>BUDGET</u>	<u>CHARGE TO ACCOUNT</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

CERTIFICATE OF PAYMENT

DATE: February 27, 2007

PAYMENT REQUEST: Four (4)

CONTRACTOR: Dorner, Inc.

ADDRESS: E506 Luxemburg Rd., P.O. Box 129, Luxemburg, WI 54217

CONTRACT UNIT NUMBER: 2006-08

PROJECT DESCRIPTION: Nature's Way

ORIGINAL CONTRACT AMOUNT	\$ 377,951.38
CHANGE ORDER NO. -	AMOUNT: \$ -
PREVIOUS CHANGE ORDER(S):	\$ 3,560.80
TOTAL CONTRACT AMOUNT (INCLUDING CHANGE ORDERS)	\$ 381,512.18
TOTAL EARNED TO DATE (SUMMARY ATTACHED)	\$ 292,812.54
LESS RETAINAGE 2 ½ %	\$ 7,320.31
AMOUNT DUE	\$ 285,492.23
PREVIOUS PAYMENTS	\$ 279,918.02
AMOUNT DUE THIS PAYMENT	\$ 5,574.21

ESTIMATE PERIOD: FROM January 30, 2007 To: February 27, 2007

I certify that all bills for labor, equipment, materials, and services are paid for which previous certificates for payment were issued.

DATE: _____ BY: _____

Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment. Affidavit of Compliance with Prevailing Wage Rates shall accompany Request for Final Payment.

RECOMMENDED FOR PAYMENT:

DIRECTOR OF PUBLIC WORKS: _____ DATE: _____

APPROVED FOR PAYMENT: COUNCIL APPROVAL DATE: _____

FINANCE DEPARTMENT

<u>ACCOUNT NUMBER</u>	<u>BUDGET</u>	<u>CHARGE TO ACCOUNT</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

CERTIFICATE OF PAYMENT

DATE: February 27, 2007

PAYMENT REQUEST: Six (6)

CONTRACTOR: Vinton Construction Company

ADDRESS: 2705 North Rapids Road, PO Box 1987, Manitowoc, WI 54220

CONTRACT UNIT NUMBER: 2006-06

PROJECT DESCRIPTION: River Street Relocation Roadway Construction

ORIGINAL CONTRACT AMOUNT \$519,434.09

CHANGE ORDER NO. Three AMOUNT: \$ 9,295.00

PREVIOUS CHANGE ORDER(S): \$18,643.45

TOTAL CONTRACT AMOUNT (INCLUDING CHANGE ORDERS) \$547,372.54

TOTAL EARNED TO DATE (SUMMARY ATTACHED) \$596,988.42

LESS RETAINAGE (2%) \$ 14,924.71

AMOUNT DUE \$582,063.71

PREVIOUS PAYMENTS \$565,243.55

AMOUNT DUE THIS PAYMENT \$ 16,820.16

ESTIMATE PERIOD: From January 30, 2007 to February 27, 2007

I certify that all bills for labor, equipment, materials, and services are paid for which previous certificates for payment were issued.

DATE: _____ BY: _____

Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment. Affidavit of Compliance with Prevailing Wage Rates shall accompany Request for Final Payment.

RECOMMENDED FOR PAYMENT:

DIRECTOR OF PUBLIC WORKS: _____ DATE: _____

APPROVED FOR PAYMENT: COUNCIL APPROVAL DATE: _____

FINANCE DEPARTMENT

<u>ACCOUNT NUMBER</u>	<u>BUDGET</u>	<u>CHARGE TO ACCOUNT</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____



MEMORANDUM

TO: Menasha City Council, Board of Public Works
FROM: Douglas Young, General Manager
DATE: February 28, 2007
SUBJECT: Commission Recommendation to Award Water Plant Bids

The Commission authorized approval of the following bids at the March 28, 2007 meeting, be submitted to the Board of Public Works. Enclosed is the McMahon bid recommendation and bid tabulations. All costs for these items are within the project estimate.

1. Bid Item #1- Award Control Panels to McM Systems, Inc., Little Chute, WI, for \$87,000
2. Award Contracts M0002-960336 and M002-940266C combined bids for Canal Circulation System and Landscaping awards to Argo Contracting, Fond du Lac, WI

The Commission recommends the award of the Bids as noted above.

McMAHON

ASSOCIATES
ENGINEERS | ARCHITECTS | SURVEYORS | PROJECT MANAGERS



February 12, 2007

Mr. Doug Young
Menasha Utilities
321 Milwaukee Street
P.O. Box 340
Menasha, WI 54952-0340

Re: Menasha Utilities - City Of Menasha, Wisconsin
Water Treatment Plant Modifications
Control Equipment Procurement
Control Panels - Computer Equipment & SCADA Software
Letter Of Recommendation
Contract No. M0002-940266-B
McM. No. M0002-940266.12

Dear Doug:

Bids were received and opened on February 8, 2007 for procurement of control equipment and software for the Water Treatment Plant. A total of six bidders submitted bids on the two items included in the bid package. The two items were:

- Bid Item #1 Control Panels
- Bid Item #2 Computer Equipment & SCADA Software

A tabulation of the bids is enclosed for your reference.

You will notice that Fox Process Solutions did not include a bid security, therefore, we did not consider them a responsive bidder. Of the remaining five bidders, the lowest responsive bidder for the two bid items are as follows:

Bid Item #1	Control Panels	
	McM Systems, Inc.....	\$87,000.00
Bid Item #2	Computer Equipment & SCADA Software	
	HiTech Manufacturing Solutions, Inc.....	\$71,454.00
Total Of Above Bids		\$158,454.00



Page 2
February 12, 2007

Mr. Doug Young
Menasha Utilities

Based upon the bids received, we recommend award of the two bids to these noted low bidders. If you agree with our recommendation, please date and signed the enclosed Notice Of Awards and return to our office for incorporation into the contract documents.

Please feel free to contact me if you have any questions relative to this award recommendation.

Very truly yours,

McMahon Associates, Inc.



Donald J. Voogt, P.E.
Senior Project Engineer / Associate

DJV:smdt

cc: Jerry Sturm - Menasha Utilities / Water Treatment Plant
Bob Hannes - DNR
Amy Vaclavik - McMahon

Enclosure: Bid Tabulation
Notice Of Award (4 copies each)

BID TABULATION

Owner: **MENASHA UTILITIES**
 City Of Menasha - Winnebago County, Wisconsin
 Project Name: **WATER TREATMENT FACILITY MODIFICATIONS
 CONTROL EQUIPMENT PROCUREMENT**
 ■ Control Panels
 ■ Computer Equipment & SCADA Software
 Contract No. **M0002-940266-B**
 Bid Date / Time: **February 8, 2007 / 2:00 p.m., local time**
 Project Manager: **Donald J. Voogt, P.E.**

Contract No. M0002-940266-B	MCM SYSTEMS, INC. Machine Control Specialists 820B Moasis Drive P.O. Box 205 Little Chute, WI 54140 (bidder)	FOX PROCESS SOLUTIONS N106 W13131 Bradley Way Germantown, WI 53022 (bidder)
Bid Item #1 - Control Panels:	\$87,000.00	\$88,797.00
Bid Item #2 - Computer Equipment & SCADA Software:	No Bid	\$70,543.00
Bid Alternate:	No Bid	Spares (Section 16970./1.07) +\$4,472.00
Bid Alternate:		
Bid Security	Cert. Check \$4,350.00	None
Addenda Acknwl.	Yes - #1	Yes - #1

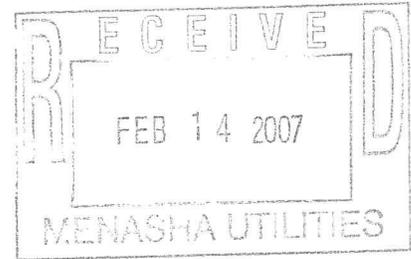
Contract No. M0002-940266-B	HiTECH MANUFACTURING SOLUTIONS, INC. 825 Ontario Road Green Bay, WI 54311 (bidder)	FAITH TECHNOLOGIES 2662 American Drive P.O. Box 627 Appleton, WI 54912-0627 (bidder)
Bid Item #1 - Control Panels:	\$93,310.00	\$96,990.00
Bid Item #2 - Computer Equipment & SCADA Software:	\$71,454.00	\$76,020.00
Bid Alternate:	No Bid	Bid Item #2 Includes A Credit For The Return Of One Intellution Development Key and One Intellution Runtime Key. - \$8,075.00
Bid Alternate:		
Bid Security	5% Bid Bond	5% Bid Bond
Addenda Acknwl.	Yes - #1	Yes - #1

BID TABULATION

Owner: MENASHA UTILITIES
 City Of Menasha - Winnebago County, Wisconsin
 Project Name: WATER TREATMENT FACILITY MODIFICATIONS
 CONTROL EQUIPMENT PROCUREMENT
 ■ Control Panels
 ■ Computer Equipment & SCADA Software
 Contract No. M0002-940266-B
 Bid Date / Time: February 8, 2007 / 2:00 p.m., local time
 Project Manager: Donald J. Voogt, P.E.

Contract No. M0002-940266-B	L.W. ALLEN, INC. 4633 Tompkins Drive Madison, WI 53716 (bidder)	TELEMETRY & PROCESS CONTROLS, INC. 5660 Memorial Avenue North Suite 2 Stillwater, MN 55082 (bidder)
Bid Item #1 - Control Panels:	\$118,769.00	\$103,055.00
Bid Item #2 - Computer Equipment & SCADA Software:	\$74,307.00	\$103,055.00
Bid Alternate:	No Bid	No Bid
Bid Alternate:		
Bid Security	5% Bid Bond	5% Bid Bond
Addenda Acknwl.	Yes - #1	Yes - #1

McMAHON
ASSOCIATES
 ENGINEERS | ARCHITECTS | SURVEYORS | PROJECT MANAGERS



February 12, 2007

Mr. Doug Young
 Menasha Utilities
 321 Milwaukee Street
 P.O. Box 340
 Menasha, WI 54952-0340

Re: Menasha Utilities - City Of Menasha, Wisconsin
 Water Treatment Plant Modifications
 Canal Circulation System - Contract M0002-960336
 Water Treatment Plant Landscaping - Contract M0002-940266-C
 Letter Of Recommendation
 Contract No. M0002-940266-C
 McM. No. M0002-940266.06

Dear Doug:

Bids were received and opened on February 8, 2007 for construction of the new Water Treatment Plant Canal Circulation System and for Water Treatment Plant Landscaping. A total of ten bidders submitted bids on the two contracts, and some of the bidders submitted bids on both contracts. A tabulation of the bids is enclosed for your reference.

Based upon our review of the bids submitted, the lowest combined bid for both contracts would be realized by awarding both contracts to Argo Contracting, Inc., Fond du Lac, Wisconsin, as follows:

Contract M0002-960336	Canal Circulation System.....	\$93,434.00
Contract M0002-940266-C	Water Treatment Plant Landscaping.....	\$9,540.00
Combined Bid Deduct	- \$1,000.00
Total Award	\$101,974.00

We recommend award of the two contracts to Argo Contracting, Inc. in the amount of \$101,974.00.



Page 2
February 12, 2007

Mr. Doug Young
Menasha Utilities

If you agree with our recommendation, please date and signed the enclosed Notice Of Awards and return to our office for incorporation into the contract documents.

Please feel free to contact me if you have any questions relative to this award recommendation.

Very truly yours,

McMahon Associates, Inc.



Donald J. Voogt, P.E.
Senior Project Engineer / Associate

DJV:smdt

cc: Jerry Sturm - Menasha Utilities / Water Treatment Plant
Bob Hannes - DNR
Amy Vaclavik - McMahon

Enclosure: Bid Tabulation
Notice Of Award (4 copies)

McMAHON ASSOCIATES

ENGINEERS | ARCHITECTS | SURVEYORS | PROJECT MANAGERS

1445 McMahon Drive / P.O. Box 1025
Neenah, WI 54956 / 54957-1025
920-751-4200 / 920-751-4284 - Fax
www.mcmgrp.com

BID TABULATION

Owner: MENASHA UTILITIES
City Of Menasha - Winnebago County, Wisconsin
Project Name: WASTEWATER TREATMENT FACILITY MODIFICATIONS
 ■ CONTRACT M0002-960336 - CANAL CIRCULATION SYSTEM
 ■ CONTRACT M0002-940266-C - WATER TREATMENT PLANT LANDSCAPING
 Bid Date / Time: February 8, 2007 / 2:00 p.m., local time
 Project Manager: Donald J. Voogt, P.E.

	ARGO CONTRACTING N6049 County Road 'UU' Fond du Lac, WI 54935 (bidder)	TRIPLE P, INC. dba Peters Concrete Co. 1516 Atkinson Drive Green Bay, WI 54303 (bidder)	JANKE GENERAL CONTR., INC. W645 Hwy '29' Edgar, WI 54426 (bidder)
Contract No. M0002-960336 - Canal Circulation System	\$93,434.00	\$104,000.00	\$133,132.00
Contract No. M0002-940226-C - Treatment Plant Landscaping	\$9,540.00	No Bid	\$9,180.00
Bid Alternate: Combined Bid Deduct	-\$1,000.00	N/A	N/A
Bid Security	5% Bid Bond	5% Bid Bond	5% Bid Bond
Addenda Acknwl.	Yes - #1	Yes - #1	Yes - #1

	LUNDA CONSTRUCTION CO. 2000 Taylor Street P.O. Box 228 Little Chute, WI 54140 (bidder)	ADVANCE CONSTRUCTION, INC. 2141 Woodale Drive Green Bay, WI 54313 (bidder)	MIRON CONSTRUCTION COMPANY, INC. 1471 McMahon Drive Neenah, WI 54956 (bidder)
Contract No. M0002-960336 - Canal Circulation System	\$140,800.00	\$149,735.00	\$177,019.00
Contract No. M0002-940226-C - Treatment Plant Landscaping	\$11,000.00	No Bid	\$9,814.00
Bid Alternate: Combined Bid Deduct	-\$500.00	N/A	N/A
Bid Security	5% Bid Bond	5% Bid Bond	5% Bid Bond
Addenda Acknwl.	Yes - #1	Yes - #1	Yes - #1

BID TABULATION

Owner: MENASHA UTILITIES
 City Of Menasha - Winnebago County, Wisconsin
 Project Name: WASTEWATER TREATMENT FACILITY MODIFICATIONS
 ■ CONTRACT M0002-960336 -
 CANAL CIRCULATION SYSTEM
 ■ CONTRACT M0002-940266-C -
 WATER TREATMENT PLANT LANDSCAPING
 Bid Date / Time: February 8, 2007 / 2:00 p.m., local time
 Project Manager: Donald J. Voogt, P.E.

	C.D. SMITH CONSTRUCTION 889 E. Johnson Street P.O. Box 1006 Fond du lac, WI 54936 (bidder)	ERV LARSEN LANDSCAPE & SUPPLIES, INC. N140 W19930 Cedar Ln. Richfield, WI 53076 (bidder)	FOX VALLEY NURSERY, INC. 1425 South Oneida St. Appleton, WI 54915 (bidder)
Contract No. M0002-960336 - Canal Circulation System	\$217,000.00	No Bid	No Bid
Contract No. M0002-940226-C - Treatment Plant Landscaping	\$11,000.00	\$8,998.00	\$9,862.00
Bid Alternate: Combined Bid Deduct	- \$500.00	N/A	N/A
Bid Security	5% Bid Bond	5% Bid Bond	Cert. Check \$494.00
Addenda Acknwl.	Yes - #1	Yes - #1	Yes - #1

	HIGHWAY LANDSCAPERS, INC. P.O. Box 618 Kaukauna, WI 54130 (bidder)		
Contract No. M0002-960336 - Canal Circulation System	No Bid		
Contract No. M0002-940226-C - Treatment Plant Landscaping	\$20,980.00		
Bid Alternate: Combined Bid Deduct	N/A		
Bid Security	5% Bid Bond		
Addenda Acknwl.	Yes - #1		



STREET USE APPLICATION

Sponsored by: AMERICAN Legion 33
 Responsible Person: CHRIS ROSENOW
 Address: 1318 CHERRY LN
NEENAH, WI 54956
 Phone: (920) 722-6799

Street Use Date: 5/28/07
 Start Time: 8:00 line up
 End Time: 10:30
 Number of Units: 100

Street Route: (Attach Map) Start 2nd & Milwaukee to Main, West on
 Description of Use Main to Tayco, South on Tayco. Continue on
To Washington into the City of Neenah on
N. Commercial St.

LIABILITY INSURANCE HAS BEEN SECURED IN THE AMOUNT OF \$ 1,000,000 WITH
THE CITY OF MENASHA NAMED AS ADDITIONAL INSURED.
 Insurance Company Colony National Policy No. AR6361044
 (Attached is a copy of the insurance certificate). Genesis Indemnity 2XB300938D

NOTE TO EVENTS PLANNING TO USE CITY PARKS AND/OR GREENSPACE: Any multi-day event or event which plans to sell beer and/or wine to the public must appear before the Parks and Recreation Board.

DATE: 02/03/07 APPLICANT'S SIGNATURE: Clifford O. Fischer
Committee Member

 TO BE COMPLETED BY CITY STAFF

SCHEDULED PARK & RECREATION BOARD REVIEW DATE: _____
 NOT REQUIRED: _____ APPROVED: _____ DENIED: _____

SCHEDULED COMMON COUNCIL REVIEW DATE: _____
 APPROVED: _____ DENIED: _____

APPROVAL:
 Police Dept. MB Fire Dept. LVW Public Works Dept. MR City Attorney JSB

CERTIFICATE OF INSURANCE

SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST, A RISK PURCHASING GROUP

FACILITY OWNER (Additional Insured):		PRODUCER:	CA License #0529776
City of Menasha 140 Main St. Menasha, WI 54952		DIVERSIFIED RISK INSURANCE BROKERS 5900 CHRISTIE AVENUE EMERYVILLE, CA 94608 510-547-3203 Fax: 510-547-5648 specialevent@drib.com	

INSURED EVENT HOLDER (Named Insured/Member): American Legion Post 33 1518 Cherry Ln. Neenah, WI 54956 Chris Rosenow- 722-6799	EVENT INFORMATION	
	TYPE: <u>Parade</u>	
	DATE(S): <u>May 26, 2007</u>	
	LOCATION: <u>Towntown Menasha & Neenah</u>	
	ATTENDANCE: <u>475</u>	CLASS: <u>II</u>

This is to certify that the policies of insurance listed below have been issued to the insured named above for the event date(s) indicated above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Insurers:	Insurer A: Colony National Insurance Company	Insurer B: Genesis Indemnity Insurance Company
-----------	---	---

INSR LTR	Type of Insurance	Policy Number	Effective	Expiration	Policy Limits	
A	Primary Commercial General Liability	AR6361044	1/1/2007	1/1/2008	Each Occurrence	\$250,000
					Fire Damage Legal Liability	\$50,000
					Medical Payments	\$2,000
					Personal & Advertising Injury	\$250,000
					General Aggregate	\$1,000,000
					Products/Completed Operations Aggregate	\$1,000,000
B	Excess Commercial General Liability	ZXB300938D	1/1/2007	1/1/2008	Each Occurrence	\$750,000
					Personal & Advertising Injury	\$750,000
					General Aggregate	\$1,500,000
B	Optional Excess Limits	ZXB300938D	1/1/2007	1/1/2008	Each Occurrence	
					General Aggregate	

COVERAGE TERMS

<p>Occurrence Form (CG0001) Host Liquor Liability included Full Liquor Liability included when a separate premium has been charged.</p> <p>Warranty: All participants in athletic activities are required to sign Release and Waiver of Liability forms.</p>	<p>The coverage afforded by this insurance is primary and not contributing with any insurance held by the "ADDITIONAL INSURED OWNER, LESSOR, MANAGER OF PREMISES", WHEN REQUIRED BY WRITTEN CONTRACT, except as respects the sole negligence or strict liability of such additional insured or a pre-existing condition in the premises. The limits of insurance apply separately to each event insured by this policy as if a separate policy of insurance has been issued for that event. Who is an insured is amended to include as an additional insured the "Facility Owner - Additional Insured" above and any person or organization shown in the schedule below, but only with respect to liability arising out of the ownership, maintenance or use of the premises used by the insured event holder. This insurance does not apply to: any "occurrence" which takes place after the event holder ceases to be a tenant in that premises. This insurance applies only to: an "occurrence" which takes place during the dates indicated under "Event Information" above.</p>
---	--

COVERAGE EXCLUSIONS (REFER TO POLICY FOR COMPLETE LISTING OF EXCLUSIONS):

<p>-Real & personal property you own, rent, use or occupy or in your care, custody or control. -Sexual Abuse & Molestation -Terrorism</p>	<p>Specific Events are excluded from coverage. Please see reverse side for list of excluded events.</p>
---	--

On behalf of the Risk Purchasing Group and each member, the trustee has declined coverage for the Terrorism Risk Insurance Act (TRIA).

OTHER ADDITIONAL INSURED:

--	--	--

CANCELLATION: Should the above described policy(s) be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the insured event holder and additional insureds listed.

AUTHORIZED REPRESENTATIVE:		DATE ISSUED:	7
----------------------------	---	--------------	---

DOTY AVE

PARADE ENDS

CHURCH ST

WISC. AVE

MEMORIAL DAY PARADE ROUTE

MAY 28th, 2007

NEENAH

NORTH COMMERCIAL

Nicolet Blvd

SANFORD ST.

MENASHA

WASHINGTON

8:00 AM
WATER
FRONT
SERVICE

MILL ST

MAIN ST

TAYCO ST.

BROAD ST

FIRST ST

Second ST

MILWAU.

PARADE START 9:00 AM

CHANGE ORDER

DATE: February 27, 2007

CHANGE ORDER NO: Three (3)

CONTRACTOR: Vinton Construction Company

CONTRACT NO.: 2006-06

PROJECT: River Street Relocation Roadway Construction

You are directed to make the changes noted below in the subject contract unit number.

1 L.S.	Sewer Crew Remobilization @ \$800.00	\$ 800.00
1 L.S.	Grade Crew Remobilization @ \$6,795.00	\$ 6,795.00
1 L.S.	Badger Highway Remobilization @ \$1,700.00	<u>\$ 1,700.00</u>
	TOTAL	\$ 9,295.00

The changes result in the following adjustments:

	CONTRACT - TOTAL	TIME
Prior to this Change Order	\$ 538,077.54	_____ Days
Adjustments per this Change Order	\$ 9,295.00	_____ Days
Current Contract Status	\$ 547,372.54	_____ Days

Directed/Authorized
City of Menasha Dept. of Public Works

Accepted

BY: _____

BY: _____

DATE: _____

DATE: _____



Nationwide® Retirement Solutions

On Your Side

Dear Plan Sponsor,

You've made your 457 deferred compensation plan a valuable employee benefit. Now you can help your employees be better prepared with two new enhancements from Nationwide.

Nationwide ProAccountSM

Participants can now get cost-effective, professional money management advice and hands-on help. The Nationwide ProAccount service gives participants the ability to have their deferred compensation account actively managed by a professional investment advisor up to and throughout retirement.

Nationwide FundGuardSM

For the first time, protection and growth potential are available for your employees in one product. Nationwide FundGuard is a retirement account feature that offers the growth potential of the Gartmore Investor Destinations Funds, with a principal guarantee. Your participants' initial investments in FundGuard are protected from market loss when held to the end of the term. Nationwide is one of the first to offer this feature to public sector employees.

FundGuard guarantees are subject to the claims-paying ability of Nationwide Life Insurance Company.

Your role as a plan sponsor

As a plan sponsor and fiduciary, you are responsible for reviewing the enclosed **Nationwide ProAccount** materials to determine whether it is appropriate for your plan.

Please also review the **Nationwide FundGuard** materials. On April 2, 2007, Nationwide FundGuard will automatically be added to your plan and available to participants in most states.

You're invited to watch our webcast on March 1, 2007. Mark your calendar and look for more information about the webcast very soon.

We're On Your Side[®]

These new enhancements are just two more ways Nationwide Retirement Solutions is looking out for you and your plan participants. These enhancements involve no extra cost to you as a plan sponsor. Participants who choose to enroll in either of these optional features are charged a fee of 1% of their account balance annually.

We appreciate your business and look forward to helping your participants prepare for their future. If you have questions about these or any other aspects of your plan, please do not hesitate to call your local Nationwide representative or call us toll free at 1-877-677-3678.

Regards,

Matt Riebel
President, Nationwide Retirement Solutions

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NRM-4045AO.1

FOR MORE INFORMATION ON
THIS TOPIC, PLEASE CONTACT
CITY OF MENASHA HUMAN
RESOURCES DEPT.



Nationwide® Retirement Solutions

On Your Side

Dear Plan Sponsor,

You've made your 457 deferred compensation plan a valuable employee benefit. Now you can help your employees be better prepared with two new enhancements from Nationwide.

Nationwide ProAccountSM

Participants can now get cost-effective, professional money management advice and hands-on help. The Nationwide ProAccount service gives participants the ability to have their deferred compensation account actively managed by a professional investment advisor up to and throughout retirement.

Nationwide FundGuardSM

For the first time, protection and growth potential are available for your employees in one product. Nationwide FundGuard is a retirement account feature that offers the growth potential of the Gartmore Investor Destinations Funds, with a principal guarantee. Your participants' initial investments in FundGuard are protected from market loss when held to the end of the term. Nationwide is one of the first to offer this feature to public sector employees.

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You're invited to watch our webcast on March 1, 2007. Mark your calendar and look for more information about the webcast very soon.

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These new enhancements are just two more ways Nationwide Retirement Solutions is looking out for you and your plan participants. These enhancements involve no extra cost to you as a plan sponsor. Participants who choose to enroll in either of these optional features are charged a fee of 1% of their account balance annually.

We appreciate your business and look forward to helping your participants prepare for their future. If you have questions about these or any other aspects of your plan, please do not hesitate to call your local Nationwide representative or call us toll free at 1-877-677-3678.

Regards,

Matt Riebel
President, Nationwide Retirement Solutions

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NRM-4045AO.1

FOR MORE INFORMATION ON
THIS TOPIC, PLEASE CONTACT
CITY OF MENASHA HUMAN
RESOURCES DEPT.



Memorandum

TO: Chief Len Vander Wyst

FROM: Al Auxier, Assistant Chief/Fire Marshall

DATE: February 2, 2007

RE: Adoption of International Fire Code, 2006 Edition

Currently Neenah-Menasha Fire Rescue, Fire Prevention Office, enforces the International Fire Code, 2000 Edition under the Code of Ordinances, City of Menasha Wisconsin under Title 5, Public Safety, Chapter 3, Fire prevention Code and Hazardous Materials, Section 5-3-1(b), Adoption of State Codes.

Sec. 5-3-1(b) states, "The International Fire Code, 2000 Edition, hereinafter "IFC" is hereby adopted as though fully set forth herein, with the following exception: Section 5-3-1(b)(1) Section 105 "Permits" of Chapter 1, "Administration."

The Fire Prevention Office is requesting that the City of Menasha adopt the most current edition of the International Fire Code, 2006 Edition. This will allow Neenah-Menasha Fire Rescue to enforce the most current and updated fire code available to us and allows use to enforce codes and standards that address the most current life safety and construction changes. The following change to the Code of Ordinances, City of Menasha Wisconsin under Title 5, Public Safety, Chapter 3, Fire prevention Code and Hazardous Materials, Section 5-3-1(b), Adoption of State Codes.

Sec. 5-3-1(b) would state, "The International Fire Code, 2006 Edition, hereinafter "IFC" is hereby adopted as though fully set forth herein, with the following exception: Section 5-3-1(b)(1) Section 105 "Permits" of Chapter 1, "Administration."

ORDINANCE O - 4 - 07

AN ORDINANCE RELATING TO CONTROLLED INTERSECTIONS (Southfield and Deerhaven)

Introduced by Aldermen Taylor and Chase

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

SECTION 1: Sec. 10 – 1 – 15 (e) (19) is created to read as follows:

Southfield Drive and Deerhaven Drive.

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

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

ORDINANCE O - 5 - 07

AN ORDINANCE RELATING TO CONTROLLED INTERSECTIONS (First and Appleton)

Introduced by Alderman Taylor

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

SECTION 1: Sec. 10 – 1 – 15 (e) (19) is created to read as follows:

First Street and Appleton Street.

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

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

AN ORDINANCE RELATING TO THE ANNEXATION OF CERTAIN PROPERTY TO THE CITY OF MENASHA, WISCONSIN (Heckrodt Annexation)

Introduced by Alderman Chase

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

SECTION 1: Territory Annexed. (Majority Annexation) In accordance with Sec. 66.0217(2) Wis. Stats., and the Petition for Annexation filed with the City Clerk on the 28th day of October, 2003, signed by a majority of all of the owners of land in the territory, the following described territory in the Town of Menasha, Winnebago County Wisconsin, is annexed to the City of Menasha, Winnebago County, Wisconsin.

Legal description:

Part of Lots 1, 2, 3, 4, 5, 6, 7, and 8, of PORSCHE PLAT, part of the Southeast 1/4 of the Northwest 1/4 of Section 13, part of the Brighton Beach Road right-of-way, all of Lot 1 of CSM 4428, part of Lots 18, 19, 20 and 23 of Assessor's Plat No. 8, part of the Oneida Street right-of-way, and part of Government Lot 1, all in Township 20 North, Range 17 East, Town of Menasha, containing 2,273,671 square feet (52.1963 acres) described as follows:

Commencing at the North 1/4 corner of said Section 13; thence along the West line of the Northeast 1/4 of said Section 13, S00°40'58"E, 1354.63 feet to the point of beginning (POB); thence N89°55'17"E, 130.00 feet; thence N00°40'58"W, 40.00 feet to the South line of Assessor's Plat No. 8; thence along said South line, N89°55'17"E, 1490.56 feet to the Southeast corner of Lot 17 of Assessor's Plat No. 8; thence along the East line of said Lot 17, N00°22'05"W, 160.41 feet to the South line of Plank Road (STH 114); thence along said South line, S83°15'37"E, 35.26 feet; thence continuing along said South line, N88°20'57"E, 404.78 feet to the East line of Lot 20 of Assessor's Plat No. 8; thence along said East line S00°20'43"E, 167.33 feet to the Southeast corner of said Lot 20; thence along the South line of Lot 21 and Lot 22 of Assessor's Plat No. 8, N89°55'17"E, 289.67 feet; thence S00°20'55"E, 125.00 feet; thence N89°55'17"E, 200.00 feet to the West line of South Oneida Street; thence along said West line, N00°20'55"W, 125.00 feet; thence S89°55'17"W, 171.30 feet to the Southwest corner of Lot 23 of Assessor's Plat No. 8; thence along said West line, N00°20'55"W, 176.07 feet to the South line of Plank Road (STH 114); thence along said South line and extending to the East line of the Northeast 1/4 of said Section 13, N88°20'57"E, 204.35 feet; thence along said East line, S00°20'55"E, 619.78 feet to the North line of Wisconsin Central Limited Railroad; thence along said North line, 649.91 feet along the arc of a curve to the left with a radius of 4347.28 feet and a chord of 649.31 feet that bears S83°05'21"W to the East line of Lot 2 of CSM 4428; thence along said East line, N00°25'46"W, 515.36 feet to the South line of Assessor's Plat No. 8; thence along said South line, S89°55'17"W, 316.49 feet to the Northeast corner of Lot 1 of CSM 4428; thence along the East line of said Lot 1, S00°22'05"E, 226.13 feet; thence along the South line of said Lot 1; S73°32'51"W, 89.08 feet; thence continuing along said South line, S89°20'00"W, 1301.61 feet; thence continuing along said South line, N55°43'24"W, 124.33 feet to a West line of said Lot 1; thence along said West line, N00°40'58"W, 64.45 feet to a South line of said Lot 1 of CSM 4428; thence along said South line S89°55'17"W, 130.00 feet to the West line of the Northeast 1/4 of said Section 13; thence along said West line, N00°40'58"W, 84.00 feet; thence S89°55'17"W, 50.00 feet to the West line of Brighton Beach Road, thence S00°40'58"E, 1028.81 feet to

the North line of Wisconsin Central Limited Railroad; thence along said North line, S73°38'43"W, 886.23 feet to the South line of the Northwest 1/4 of said Section 13; thence along said South line, S89°51'50"W, 379.32 feet to the West line of said Lot 8; thence along said West line, N00°40'58"W, 1400.52 feet to the South line of Plank Road (STH 114); thence along said South line, 140.73 feet along the arc of a curve to the right with a radius of 1095.92 feet and a chord of 140.63 feet that bears N82°07'16"E, to the West line of said Lot 7; thence along said West line, S00°40'58"E, 148.49 feet; thence N88°48'27"E, 65.00 feet; thence N00°40'58"W, 150.00 feet to the South line of Plank Road (STH 114); thence along said South line, N88°48'27"E, 78.02 feet to the West line of said Lot 6; thence along said West line, S00°40'58"E, 440.00 feet; thence N88°48'27"E, 297.65 feet to the West line of said Lot 4; thence along said West line, N00°40'58"W, 440.00 feet to the South line of Plank Road (STH 114); thence along said South line, N88°48'27"E, 315.48 feet to the West line of said Lot 2; thence along said West line, S00°40'58"E, 110.00 feet; thence N88°48'27"E, 146.45 feet to the West line of said Lot 1; thence along said West line, N00°40'58"W, 110.00 feet to the South line of Plank Road (STH 114); thence along said South line, N88°48'27"E, 106.26 feet; thence continuing on said South line, S64°38'26"E, 93.76 feet to the West line of Brighton Beach Road; thence along said West line, S00°40'58"E, 116.86 feet; thence N89°55'17"E, 50.00 feet to the point of beginning.

Said parcel containing approximately 54 acres.

The population of this described parcel is 0.

SECTION 2: Effect of Annexation. From and after the date of this Ordinance, the territory described in Section 1 shall be a part of the City of Menasha for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Menasha.

SECTION 3: Pending the recommendation of the Planning Commission, the temporary classifications and regulations for the zoning of the annexed area is designated GU, Government Use.

SECTION 4: Aldermanic District Designation. The territory described in Section 1 of this Ordinance is hereby made a part of Aldermanic District 5, Ward 22, subject to the ordinances, rules and regulations of the City governing wards and aldermanic districts.

SECTION 5: Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 6: This Ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

PETITION FOR ANNEXATION OF TERRITORY TO CITY OF MENASHA

The City of Menasha, the owners of more than 50% the land in area in the following territory of the Town of Menasha, Winnebago County, Wisconsin lying contiguous to the City of Menasha petitions the Honorable Mayor and Common Council of said City of Menasha pursuant to s. 66.0217 (2) to annex the territory described below and shown on the attached scale map to the City of Menasha, Winnebago County, Wisconsin:

Legal Description

Part of Lots 1, 2, 3, 4, 5, 6, 7, and 8, of PORSCHE PLAT, part of the Southeast 1/4 of the Northwest 1/4 of Section 13, part of the Brighton Beach Road right-of-way, all of Lot 1 of CSM 4428, part of Lots 18, 19, 20 and 23 of Assessor's Plat No. 8, part of the Oneida Street right-of-way, and part of Government Lot 1, all in Township 20 North, Range 17 East, Town of Menasha, containing 2,273,671 square feet (52.1963 acres) described as follows:

Commencing at the North 1/4 corner of said Section 13; thence along the West line of the Northeast 1/4 of said Section 13, S00°40'58"E, 1354.63 feet to the point of beginning (POB); thence N89°55'17"E, 130.00 feet; thence N00°40'58"W, 40.00 feet to the South line of Assessor's Plat No. 8; thence along said South line, N89°55'17"E, 1490.56 feet to the Southeast corner of Lot 17 of Assessor's Plat No. 8; thence along the East line of said Lot 17, N00°22'05"W, 160.41 feet to the South line of Plank Road (STH 114); thence along said South line, S83°15'37"E, 35.26 feet; thence continuing along said South line, N88°20'57"E, 404.78 feet to the East line of Lot 20 of Assessor's Plat No. 8; thence along said East line S00°20'43"E, 167.33 feet to the Southeast corner of said Lot 20; thence along the South line of Lot 21 and Lot 22 of Assessor's Plat No. 8, N89°55'17"E, 289.67 feet; thence S00°20'55"E, 125.00 feet; thence N89°55'17"E, 200.00 feet to the West line of South Oneida Street; thence along said West line, N00°20'55"W, 125.00 feet; thence S89°55'17"W, 171.30 feet to the Southwest corner of Lot 23 of Assessor's Plat No. 8; thence along said West line, N00°20'55"W, 176.07 feet to the South line of Plank Road (STH 114); thence along said South line and extending to the East line of the Northeast 1/4 of said Section 13, N88°20'57"E, 204.35 feet; thence along said East line, S00°20'55"E, 619.78 feet to the North line of Wisconsin Central Limited Railroad; thence along said North line, 649.91 feet along the arc of a curve to the left with a radius of 4347.28 feet and a chord of 649.31 feet that bears S83°05'21"W to the East line of Lot 2 of CSM 4428; thence along said East line, N00°25'46"W, 515.36 feet to the South line of Assessor's Plat No. 8; thence along said South line, S89°55'17"W, 316.49 feet to the Northeast corner of Lot 1 of CSM 4428; thence along the East line of said Lot 1, S00°22'05"E, 226.13 feet; thence along the South line of said Lot 1; S73°32'51"W, 89.08 feet; thence continuing along said South line, S89°20'00"W, 1301.61 feet; thence continuing along said South line, N55°43'24"W, 124.33 feet to a West line of said Lot 1; thence along said West line, N00°40'58"W, 64.45 feet to a South line of said Lot 1 of CSM 4428; thence along said South line S89°55'17"W, 130.00 feet to the West line of the Northeast 1/4 of said Section 13; thence along said West line, N00°40'58"W, 84.00 feet; thence S89°55'17"W, 50.00 feet to the West line of Brighton Beach Road, thence S00°40'58"E,

1028.81 feet to the North line of Wisconsin Central Limited Railroad; thence along said North line, S73°38'43"W, 886.23 feet to the South line of the Northwest 1/4 of said Section 13; thence along said South line, S89°51'50"W, 379.32 feet to the West line of said Lot 8; thence along said West line, N00°40'58"W, 1400.52 feet to the South line of Plank Road (STH 114); thence along said South line, 140.73 feet along the arc of a curve to the right with a radius of 1095.92 feet and a chord of 140.63 feet that bears N82°07'16"E, to the West line of said Lot 7; thence along said West line, S00°40'58"E, 148.49 feet; thence N88°48'27"E, 65.00 feet; thence N00°40'58"W, 150.00 feet to the South line of Plank Road (STH 114); thence along said South line, N88°48'27"E, 78.02 feet to the West line of said Lot 6; thence along said West line, S00°40'58"E, 440.00 feet; thence N88°48'27"E, 297.65 feet to the West line of said Lot 4; thence along said West line, N00°40'58"W, 440.00 feet to the South line of Plank Road (STH 114); thence along said South line, N88°48'27"E, 315.48 feet to the West line of said Lot 2; thence along said West line, S00°40'58"E, 110.00 feet; thence N88°48'27"E, 146.45 feet to the West line of said Lot 1; thence along said West line, N00°40'58"W, 110.00 feet to the South line of Plank Road (STH 114); thence along said South line, N88°48'27"E, 106.26 feet; thence continuing on said South line, S64°38'26"E, 93.76 feet to the West line of Brighton Beach Road; thence along said West line, S00°40'58"E, 116.86 feet; thence N89°55'17"E, 50.00 feet to the point of beginning.

Said parcel containing approximately 54 acres.

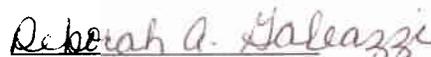
The population of this described parcel is 0.

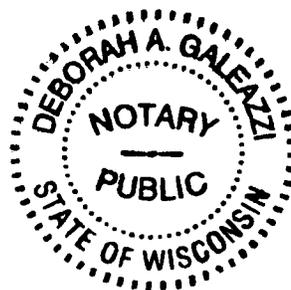
Dated the 23d day of February 2007.


Joseph F. Laux

STATE OF WISCONSIN)
WINNEBAGO COUNTY)

Personally came before me this
23rd day of Feb, 2007
the above named Joseph F. Laux,
known to me to be the persons who
executed the foregoing instrument, and acknowledge the same .


Notary Public, Winnebago County, Wisconsin
My commission expires 8/10/08 .





**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

JIM DOYLE
GOVERNOR

MICHAEL MORGAN
SECRETARY

**Division of Intergovernmental Relations
Municipal Boundary Review**
101 E. Wilson Street, 10th Floor
Madison, WI 53702-0001
(608) 264-6102, Fax (608) 267-6917
<http://www.doa.wi.gov/>

February 22, 2007

DOA PETITION FILE NO. 13005

DEBORAH A. GALEAZZI, CLERK
CITY OF MENASHA
140 MAIN ST
MENASHA, WI 54952

KAREN TWEEDIE, CLERK
TOWN OF MENASHA
2000 MUNICIPAL DR
NEENAH, WI 54956

Subject: CITY OF MENASHA ANNEXATION

The proposed annexation submitted to our office on January 30, 2007, has been reviewed and found to be in the public interest.

The subject petition is for territory that is reasonably shaped and contiguous to the City of MENASHA. This annexation largely comprises city-owned wetland parcels, and is intended to place the entire wetland area under city jurisdiction in order to improve conservation efforts. This petition closely replicates a previous submission, our annexation file #12982.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of state a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Secretary of State. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please also include the MBR number with your ordinance as this assists with record keeping. Your MBR number is: 13005**
The address of the Office of the Secretary of State is:

Annexations and Railroads
Division of Government Records
Office of the Secretary of State
P.O. Box 7848
Madison, WI 53707-7848

Please call me at (608) 266-0683, should you have any questions concerning this annexation review letter. I am enclosing a copy of Act 317, as this legislation may affect the passage of any annexation ordinance.

Sincerely,


George Hall
Municipal Boundary Review

RECEIVED
FEB 26, 2007
dg
CITY OF MENASHA



MEMORANDUM

To: Mayor and Common Council

From: PRD Tungate

Date: February 28, 2007

RE: Parks and Recreation Impact Statement – Heckrodt Wetland Reserve
Annexation

This 54 acre annexation will have no discernible impact on parks and recreation services. The wooded wetlands east of Brighton Beach Road have not been recommended for acquisition in the draft of the City's 2007-2011 Open Space and Recreational Facilities Plan.



MEMORANDUM

TO: Administration Committee/Common Council
FROM: Greg Keil, CDD
DATE: February 28, 2007
RE: Annexation Impact Report – Heckrodt Annexation

The Department of Community Development has considered the potential impacts of the Heckrodt Annexation as related to duties and functions of the department and as related to the growth and development of the community.

This annexation encompasses 54 acres of land, 38 of which are within the Heckrodt Wetland Reserve. The remaining 16 acres are predominantly wetlands. About 9 of these 16 acres are owned by the Town of Menasha. Approximately one acre is developable, a small commercial parcel at the southwest corner of STH 114 and Oneida Street.

Given the limited development potential within this annexation, it will have little impact upon the Community Development Department. Development of the commercial parcel at the intersection of STH 114 and Oneida Street will require zoning and site plan review.

This annexation is consistent with the Menasha's boundary agreement with the Town of Menasha. Adding this territory will make a small amount of additional land available for commercial development and will result in increased tax base for the community. The Community Development Department supports this annexation as a logical extension of the city's boundary.



Memorandum

DATE: February 23, 2007

TO: Debbie Galeazzi, City Clerk

FROM: Mark Radtke, Director of Public Works

RE: Impact Report for Heckrodt Annexation

I have the following comments regarding the proposed Heckrodt annexation.

The annexation will result in very minimal future increases in solid waste/recycling budgets upon development of the developable vacant parcels. If there is enough developable vacant land in this annexation, I recommend approval for City tax base appreciation.

Heckrodt annexation report 2-23-07.doc



City of Menasha • Office of the City Attorney
Jeffrey S. Brandt, City Attorney

MEMO

TO: Common Council
Mayor Laux

FROM: CA/PD Brandt JSB

SUBJECT: Heckrodt Annexation

DATE: February 28, 2007

I have reviewed the proposed Heckrodt annexation. It will have no significant effect on the City, Personnel Department, nor the City Clerk. As always, the cumulative effect of several annexations could result in sufficient additional work so as to require more staff time.



To: Mayor Laux
Members of the Common Council
From: Police Chief Stanke
Date: March 01, 2007
Re: Heckrodt Annexation

In reviewing the proposed Heckrodt Annexation we feel that this will add to an increasing work load.

Although we do not know the extent or volume of calls we may receive, it has become increasingly difficult to continue the level of service our citizens have come to expect without adding to our staffing levels. As we continue to add miles of streets, distance and a growing population, we have been doing so without adding staff. One can not expect this to continue.

In addition we have made the Town of Menasha Police Department aware of the concerns of the Heckrodt staff and were told these concerns would be addressed. Further more, this annexation will add to responsibilities but will add very little to our tax base.

Based on these factors it is my opinion that this proposed annexation is not in the best interest of the City of Menasha.

MEMORANDUM

TO: Mayor Laux, Council President Michalkiewicz and the members of the City of Menasha Common Council

FROM: City Comptroller/Treasurer Stoffel

DATE: 02/23/07

SUBJECT: Impact Report – Heckrodt Annexation

Pursuant to City of Menasha Ordinance 13-1-123:

1. The Finance/Assessor's Department will not require any additional full-time personnel if the annexation is approved.
2. The Finance/Assessor's Department will not require any additional equipment if the annexation is approved.
3. The Finance/Assessor's Department will not require any additional buildings if the annexation is approved.
4. The Finance/Assessor's Department will not require any additional improvements if the annexation is approved.
5. The Finance/Assessor's Department will not incur any miscellaneous cost over and above those miscellaneous costs normally incurred in any annexation if the annexation is approved.
6. The Finance/Assessor's Department will not incur any costs over and above those costs normally incurred in any annexation if the annexation is approved.
7. Based upon an estimated assessment of \$170,700 for the land, buildings and personal property, at the City's current equalized tax rate of \$9.43, the City would realize an increase in tax collections of approximately \$1,610 annually when the annexation is approved.
8. The Comptroller/Treasurer would recommend that the Common Council vote to accept the annexation.



Memorandum

TO: Greg Keil, CDD
FROM: Len Vander Wyst, Chief
DATE: February 27, 2007
RE: Heckrodt Annexation

This memo is in reference to the Heckrodt annexation. This parcel entails mainly 54 acres of heavily wooded property. Wildland fires in this area is a major concern due to our limited equipment resources for fighting wildland fires. The other issue our department has concern with is response times on the east side of the City due to the number of annexations that have taken place over the last 2 to 3 years. This specific property increases that concern to a new level and has a significant impact on our fire suppression operations.

If you have any questions or concerns, please let me know.



MEMORANDUM

TO: Common Council, City of Menasha
FROM: Douglas Young, General Manager
DATE: February 27, 2007
SUBJECT: Impact Report- Heckrodt Annexation

COMMENTS

In your November 8, 2006 memorandum you requested comments regarding annexation impact of this area on Menasha Utilities. Currently we have electric distribution facilities near the proposed annexation. We can acquire We Energies facilities and customers, located in the City of Menasha when they become annexed. We will acquire customers as they develop within the annexation, at little or no impact to the electric utilities.

We do not serve water customers in this area.

C. Menasha Utilities Commission
Greg Keil, CDD

RESOLUTION R - 7 - 07

RESOLUTION AUTHORIZING THE APPEAL OF A TAX EXEMPTION GRANTED TO SCA TISSUE NORTH AMERICA, LLC

Introduced by Mayor Laux

WHEREAS, the *Newark* decision has the potential for drastically affecting the tax base of the City of Menasha; and

WHEREAS, SCA Tissue North America, LLC has asked the Department of Revenue to exempt its manufacturing facility for purposes of property taxes in reliance on the *Newark* decision; and

WHEREAS, the City of Menasha has the opportunity to appeal such determination to the Wisconsin Tax Appeals Court; and

WHEREAS, the City of Menasha has previously engaged Robert Horowitz to represent its interests in this matter.

NOW THEREFORE, BE IT RESOLVED, that the City of Menasha Common Council with the Mayor authorize Attorney Horowitz to continue his representation of the City of Menasha and to file appropriate appeals when necessary.

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

Deborah A. Galeazzi, City Clerk