

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
City Hall-140 Main St.-Council Chambers-3rd Floor
February 4, 2008

7:00 PM

AGENDA

 [← Back](#)  [Print](#)

1. CALL TO ORDER

A. Call to Order

2. PLEDGE OF ALLEGIANCE

A. Pledge of Allegiance

3. ROLL CALL/EXCUSED ABSENCES

A. Roll Call

4. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. Common Council, 1/21/08

[Attachments](#)

Minutes to receive:

B. Administration Committee, 1/21/08

[Attachments](#)

C. Board of Public Works, 1/21/08

[Attachments](#)

D. Housing Authority, 1/23/08

[Attachments](#)

E. Public Library, 1/08; Service Responses with long range goals minutes

[Attachments](#)

F. Public Library Board, 1/17/08

[Attachments](#)

G. NM Fire Rescue, 1/22/08; Finance & Personnel Committee

[Attachments](#)

H. NM Fire Rescue, 1/23/08; Joint Fire Commission

[Attachments](#)

I. Parks and Recreation Board, 1/14/08

[Attachments](#)

J. Plan Commission, 1/22/08

[Attachments](#)

- K. Water and Light Commission, 12/19/07; Closed Session [Attachments](#)
- L. Water & Light Commission, 12/19/07 [Attachments](#)
- M. Water & Light Commission, 1/3/08; Special Meeting [Attachments](#)

Communications:

- A. Menasha Utilities, 12/07; Interim Steam Detail for the twelve months ending 12/31/07 [Attachments](#)
- B. Calumet County Planning and Zoning Committee, 1/08; Public Hearing Notice [Attachments](#)
- C. NM Fire Rescue Newsletter, 1/08; *The Fifth Alarm* [Attachments](#)
- D. Distinguished Service Awards from Menasha School District, 2008; Photos of recipients [Attachments](#)
- E. Richard Steffens Jr., 1/08; Thank you for plant at Richard Steffens Sr. funeral [Attachments](#)
- F. Noelene Arnett (University of Phoenix Nursing Student), 1/23/08; Thank you to Menasha Health Department [Attachments](#)

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

Five (5) minute time limit for each person

- A. Public comments on any matter of concern to the City

6. APPOINTMENTS

- A. Mayor's Reappointment to Board of Appeals:
 1. Christopher Klein, 730 Keyes St., for the term of Feb. 1, 2008 to Feb. 1, 2011
 2. James Koslowski, 729 9th St., for the term of Feb. 1, 2008 to Feb. 1, 2011

7. CLAIMS AGAINST THE CITY

- A. None

8. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

- A. None

9. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

A. Plan Commission:

- 1. 1/22/08; No Recommendations

B. Administration Committee:

- 1. Consideration of Health Department lease proposals [Attachments](#)
- 2. Increase General Fund-Revenue Account-Sale of City Property (31100-48-04-319-000) by \$20,000 and General Fund-Expenditure Account-Transfer to Housing Rehabilitation Revolving Loan Fund (31100-59-04-203-251) by \$20,000. (3/4 vote necessary) (Ald. Merkes).
- 3. Accounts payable and payroll for 1/23/08-1/31/08 in the amount of \$807,398.40 [Attachments](#)

C. Board of Public Works:

1. **Street Use Application - Community First Fox Cities Marathon; Sunday, September 21, 2008; 6:00 AM to 2:00 PM** [Attachments](#)
2. **Change Order - CD Smith Construction, Inc.; Water Treatment Plant Modifications; Contract Unit No. M002-940266.02; ADD: \$9,753.00 (Change Order No. 13)** [Attachments](#)
3. **Payment - Dorner, Inc.; Nature's Way; Contract Unit No. 2006-08; \$9,123.99 (Payment No.7)** [Attachments](#)
4. **Recommendation to Delay Appleton Street Reconstruction From First Street to Third Street (2008 Budget)** [Attachments](#)

10. ORDINANCES AND RESOLUTIONS

- A. None

11. HELD OVER BUSINESS

- A. None

12. COUNCIL DIRECTIVES

- A. None

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

- A. Public comments on matters pertaining to the agenda

14. ADJOURNMENT

- A. Adjournment

MEETING NOTICE: Monday, February 18, 2008

Aministration Committee: To Be Determined
Board of Public Works: To Be Determined
Common Council: 7:00 PM

"Menasha is committed to its diverse population. Our Non-English speaking population or those with disabilities are invited to contact the Menasha City Clerk at 967-3600 at least 24 hours in advance of the meeting so special accommodations can be made."

CITY OF MENASHA
Common Council
City Hall-140 Main St.-Council Chambers-3rd Floor
January 21, 2008
MINUTES

1. CALL TO ORDER

A. Meeting called to order by Mayor Laux at 7:40 p.m.

2. PLEDGE OF ALLEGIANCE

A. Moment of Silence observed in honor of Dr. Martin Luther King, Jr. Day

3. ROLL CALL/EXCUSED ABSENCES

A. PRESENT: Ald. Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz, Chase, Merkes, Taylor
ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil,
C/T Stoffel, PRD Tungate, PHD Nett, PWS Jacobson, IT Supr James, Clerk Galeazzi, and the Press.

4. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. Common Council, 1/7/08

Moved by Ald. Michalkiewicz, seconded by Ald. Eckstein to approve minutes.
Motion carried on voice vote

Minutes to receive:

- B. Administration Committee, 1/7/08
- C. Board of Public Works, 1/7/08
- D. Public Hearing, 1/7/08; Special Use Permit application (1370 Oneida St.)
- E. Public Hearing, 1/7/08; Rezoning of 1370 Oneida Street
- F. Public Library Board, 12/20/07
- G. Public Library Long Range Planning Committee, 12/19/07
- H. Public Library; Policies and Personnel Committee, 12/20/08
- I. Parks and Recreation Board; 11/12/07, 12/10/07
- J. Parking Committee, 12/5/07 (Revised draft)
- K. Plan Commission, 1/8/08
- L. Information Technology Steering Committee, 12/19/07

Communications:

- A. Keith Fuchs (Supt. of Schools) to PHN Nett, 1/2008; Distinguished Service Award
- B. PC Stanke, 1/08; Calumet County Newsletter
- C. Mayor Laux, 1/08; Anytime Fitness coming soon to Menasha (flyer)
- D. Public Works Facility, 1/08; Oct. 2007-Dec. 2007 Disposal Violations
- E. Customers First!, 1/2008; *The Wire* Newsletter

Moved by Ald. Michalkiewicz, seconded by Ald. Eckstein to approve Minutes to Receive B-L and Communications A-E

Discussion: Ald. Chase-Comm. A, Congratulate PHN Nett for receiving Distinguished Service Award. Motion carried on voice vote.

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

Five (5) minute time limit for each person

- A. Stan Sevenich, 645 9th Street. Offer to Purchase from Otter Creek; should renegotiate offer.

6. APPOINTMENTS

A. Mayor's reappointment to Committee on Aging:

1. Roy Rogers, 821 Arthur St., for the term of Feb. 1, 2008 to Feb. 1, 2011
2. Robert Jankowski, 354 Winnebago Ave., for the term of Feb. 1, 2008 to Feb. 1, 2011

Moved by Ald. Wisneski, seconded by Ald. Taylor to approve appointments 1 & 2
Motion carried on voice vote.

B. Mayor's Appointments to the AD-HOC Sustainability Board:

1. Trevor Frank, 722 Keyes St., Menasha
2. Linda Stoll, 1525 Rue Reynard, Menasha
3. Roger Kanitz, 516 Riverway, Menasha
4. Becky Bauer, 925 Melissa St., Menasha
5. Michael Dillon, 1365 Fox Burrow Ct., Neenah

Moved by Ald. Merkes, seconded by Ald. Taylor to approve appointments 1-5 for a term of Feb. 2008 – Feb. 2010.

Discussion:

Ald. Taylor removed his second.

Moved by Ald. Merkes, seconded by Ald. Taylor to approve appointments 1-5.

Motion carried on voice vote.

7. CLAIMS AGAINST THE CITY

- A. None

8. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

- A. None

9. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

A. Plan Commission:

1. 1/8/08; Recommends approval of the sale of 226 Main Street and the relocation of the Health Department to 312-320 Racine Street.
Acted on in 9B6.

B. Administration Committee:

1. Purchase video recording equipment for \$16,345 (Recommendation of IT Steering Committee)
(Held 1/7/08)

Moved by Ald. Wisneski, seconded by Ald. Merkes to approve
Motion carried on roll call 8-0.

2. Approval of the proposed parochial school fees for school year 2008-09 (Recommendation of Board of Health)

Moved by Ald. Wisneski, seconded by Ald. Pack to approve
Motion carried on roll call 8-0.

3. Approval of 2008 reciprocity agreements with; 1) City of Appleton, 2) City of Neenah, 3) Town of Menasha, and authorize signatures (Recommendation of Parks and Recreation Board)

Moved by Ald. Wisneski, seconded by Ald. Eckstein to approve
Motion carried on roll call 8-0.

4. Approval of 2008 fees for park programs and services (Recommendation of Parks and Recreation Board)

Moved by Ald. Wisneski, seconded by Ald. Eckstein to approve
Motion carried on roll call 8-0.

5. Approval of revisions to Park Eviction Program (Recommendation of Parks and Recreation Board)

Moved by Ald. Wisneski, seconded by Ald. Eckstein to approve
Motion carried on roll call 8-0.

6. Offer to purchase from Otter Creek Associates for 226 Main Street

Moved by Ald. Wisneski, seconded by Ald. Merkes to counter-offer for \$185,000

Discussion:

Moved by Ald. Merkes to amend to put \$20,000 from the sale into the Landmarks Commission.

Mayor Laux explained this is not a valid motion at this time.

Discussion

Motion on counter-offer fails on roll call 1-7. Ald. Wisneski – yes

Moved by Ald. Taylor to counter-offer for \$195,000.

No second, motion dies.

Moved by Ald. Wisneski, seconded by Ald. Pack to counter-offer to include occupancy date of April 1.

Discussion

Ald. Pack withdrew his second.

Discussion

Ald. Taylor call Point of Order, no second on the floor

Moved by Ald. Wisneski, seconded by Ald. Merkes to counter-offer to include occupancy date of April 1.

Motion carried on roll call 5-4

Ald. Merkes, Wisneski, Michalkiewicz, Chase, Mayor Laux – yes

Ald. Taylor, Pack, Hendricks, Eckstein – no

Moved by Ald. Taylor to counter-offer for \$189,500.

No second, motion dies

Moved by Ald. Taylor to counter-offer for \$189,000

No second, motion dies

Moved by Ald. Merkes, seconded by Ald. Michalkiewicz to accept counter-offer #4 for \$175,000 and include occupancy date of April 1.

Discussion

Motion carried on roll call 6-2.

Ald. Merkes, Pack, Hendricks, Eckstein, Michalkiewicz, Chase – yes

Ald. Taylor, Wisneski – no

7. Accounts payable and payroll for 1/10/08 - 1/17/08 in the amount of \$7,098,298.55

Moved by Ald. Wisneski, seconded by Ald. Eckstein to approve.

Motion carried on roll call 8-0.

C. Board of Public Works:

1. Street Use Application - Memorial Day Parade; Monday, May 26, 2008; 8:00 AM to 10:30 AM; American Legion 152

Moved by Ald. Pack, seconded by Ald. Taylor to approve.

Motion carried on voice vote.

2. Change Order - National Power Rodding Corporation; Contract Unit No. E145-07-01B, Sanitary Sewer Rehabilitation; 39-Day Time Extension to June 30, 2008 Due to Weather Conditions (Change Order No. CO-1450701B-01)

Moved by Ald. Pack, seconded by Ald. Michalkiewicz to approve.
Motion carried on roll call 8-0.

3. Change Order - Infrastructure Technologies, Inc.; Contract Unit No. E145-07-01D, Sanitary Manhole Lining; DEDUCT: \$5,760.00 (Change Order No. CO-1450701D-01)

Moved by Ald. Pack, seconded by Ald. Michalkiewicz to approve.
Motion carried on roll call 8-0.

4. Payment - Infrastructure Technologies, Inc.; Contract Unit No. E145-07-01D, Sanitary Manhole Lining; \$32,983.37 (Payment No. 1)

Moved by Ald. Pack, seconded by Ald. Taylor to approve.
Motion carried on roll call 8-0.

5. Recommendation to Reconstruct First Street from Manitowoc Street to Ice Street (2008 Budget)

Moved by Ald. Pack, seconded by Ald. Michalkiewicz to approve.
Motion carried on roll call 8-0.

10. ORDINANCES AND RESOLUTIONS

- A. R-1-08 - Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers under Section 66.07, Wisconsin Statutes - Final Asphalt Pavement/Curb & Gutter in Lake Park Heights Subdivision, Northridge Manor II Subdivision and Walker Subdivision

Moved by Ald. Pack, seconded by Ald. Michalkiewicz to adopt R-1-08.
Motion carried on roll call 8-0.

11. HELD OVER BUSINESS

- A. None

12. COUNCIL DIRECTIVES

- A. None

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

- A. None

14. ADJOURNMENT

- A. Moved by Ald. Michalkiewicz, seconded by Ald. Pack to adjourn at 8:25 p.m.
Motion carried on voice vote

Respectfully submitted by Deborah A. Galeazzi, City Clerk

CITY OF MENASHA
Administration Committee
140 Main Street, 3rd Floor Council Chambers
January 21, 2008
MINUTES

1. CALL TO ORDER

A. Meeting called to order by Chairman Wisneski at 6:45 p.m.

2. ROLL CALL/EXCUSED ABSENCES

A. PRESENT: Ald. Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz, Chase, Merkes, Taylor
ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil,
C/T Stoffel, PRD Tungate, PHD Nett, PWS Jacobson, IT Supv James, Clerk Galeazzi, and the Press.

3. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. Administration Committee Minutes, 1/7/08

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

4. DISCUSSION

A. Discussion on Voter Forum "Question submission page" on City Website for the Mayoral Forum on January 31, 2008 (Ald. Hendricks)

Ald. Wisneski explained the IT Steering Committee voted to have the information regarding the Mayoral Forum put on the homepage of the City Website without the ability to submit a question.

IT Supv. James explained the reason for putting the information on the website and the ability to submit a question was a service to the residents.

Discussion ensued on complaints received, not on putting the notice of the forum on the website, but for allowing a question to be submitted through the City website.

B. Purchase Video Recording Equipment for \$16,345 (Recommendation of IT Steering Committee) (Held 1/7/08)

Ald. Wisneski explained of the two proposals received for video recording equipment, the lowest was \$16,345.

C/T Stoffel explained the amount budgeted was \$15,000. The difference could be taken from other accounts in the Council's 2008 budget or from funds left from the 2007 budget.

C. Approval of the proposed parochial school fees for school year 2008-09 (Recommendation of Board of Health)

PHD Nett explained cost savings in health insurance for staff helped keep the cost down for school fees.

D. Approval of 2008 Reciprocity Agreements with; 1) City of Appleton, 2) City of Neenah, 3) Town of Menasha, and authorize signatures (Recommendation of Parks & Recreation Board)
NO QUESTIONS OR DISCUSSION.

E. Approval of 2008 Fees for Park Programs and Services (Recommendation of Parks & Recreation Board)
NO QUESTIONS OR DISCUSSION.

F. Approval of revisions to Park Eviction Program (Recommendation of Parks & Recreation Board)

CA/HRD Brandt explained the main revision in the program is substituting the Park & Recreation Director in place of the Park & Recreation Board who makes the decision on the eviction. This should make action on the eviction go faster.

G. Offer to Purchase from Otter Creek Associates for 226 Main Street, Menasha

CA/HRD Brandt explained the negotiations with Otter Creek Associations who are the owners for The Wreath Factory. They have counter offered with a purchase price of \$175,000 for the building. It should be added to the offer that occupancy should be on or about April 1.

CDD Keil explained he is working on a lease agreement for relocation of the Health Dept.

Discussion ensued on what was paid for the building when the City purchased it and what improvements have been done to the building.

H. Accounts payable and payroll for 1/10/08 - 1/17/08 in the amount of \$7,098,298.55

Ck. #15368-Badger Lab & Engineering-\$3,950.00 – wastewater sampling, City recovers cost

Ck. #15428-Shade Today Nursery-\$800.00 – trees from 2007 budget

Ck. #15454-Action Sports-\$39.95 – replace part to snowmobile used for trail grooming

Ck. #15466-DigiCorporation-\$1,805.20 – processing and mailing of tax bills

Ck. #15495-Nei-Turner Media Group-\$390.00 – advertising of Marina in Fox Cities Guide

Ck. #15508-United Way Fox Cities-\$98.75 – employee contribution

Ck. #15517-Winnebago Cty Reg of Deeds-\$34.00 – recording of CSM for Arendal & Gilbert Mill Site

5. ADJOURNMENT

- A. Moved by Ald. Taylor, seconded by Ald. Michalkiewicz to adjourn at 7:40 p.m.
Motion carried on voice vote

Respectfully submitted by Deborah A. Galeazzi, City Clerk

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers, 140 Main Street, Menasha
January 21, 2008
MINUTES

1. CALL TO ORDER

- A. Meeting called to order by Chairman Pack at 6:15 p.m.

2. ROLL CALL/EXCUSED ABSENCES

- A. PRESENT: Ald. Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz, Chase, Merkes, Taylor
ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil,
C/T Stoffel, PRD Tungate, PHD Nett, PWS Jacobson, Taryn Nall (Kaempfer & Associates),
Clerk Galeazzi and the Press.

3. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

- A. January 7, 2008

Moved by Ald. Michalkiewicz, seconded by Ald. Eckstein to approve minutes.
Motion carried on voice vote.

4. DISCUSSION

- A. Street Use Application - Memorial Day Parade; Monday, May 26, 2008; 8:00 AM to 10:30 AM;
American Legion 152
NO QUESTIONS OR DISCUSSION
- B. Change Order - National Power Rodding Corporation; Contract Unit No. E145-07-01B, Sanitary
Sewer Rehabilitation; 39-Day Time Extension to June 30, 2008 Due to Weather Conditions (Change
Order No. CO-1450701B-01)
- DPW Radtke explained this change order is for extension of time only. There is no cost to the City.
There are no concerns from staff.
- C. Change Order - Infrastructure Technologies, Inc.; Contract Unit No. E145-07-01D, Sanitary Manhole
Lining; DEDUCT: \$5,760.00 (Change Order No. CO-1450701D-01)
NO QUESTIONS OR DISCUSSION
- D. Payment - Infrastructure Technologies, Inc.; Contract Unit No. E145-07-01D, Sanitary Manhole
Lining; \$32,983.37 (Payment No. 1)
NO QUESTIONS OR DISCUSSION
- E. Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers under Section
66.07, Wisconsin Statutes - Final Asphalt Pavement/Curb & Gutter in Lake Park Heights Subdivision,
Northridge Manor II Subdivision and Walker Subdivision
- DPW Radtke explained a public hearing will be set and a final resolution in a month.
- F. Status Report on Phase III SSES and Sanitary Sewer Improvements
- Taryn Nall from Kaempfer & Associates gave an update on Phase III SSES and Sewer Rehabilitation
Program. Mr. Nall's staff has been working close with City staff to correct problems in the sanitary
sewer system. The Clean Water Fund will fund the work through a low interest loan to the City.
Phase III SSES included inspections of manholes and foundation drain/sump pump, and smoke
testing and televising of the sanitary sewer. The City received excellent bids for the sewer
rehabilitation work.

G. Status Report on Snow and Ice Control Budget

PWS Jacobson reported the Snow and Ice Control Policy has proven to be economical and efficient. The crew is trained according to the policy and performs admirably. He explained the split in work schedules to avoid overtime, the use of salt brine to facilitate plowing of streets and parking lots, the plowing schedules for main and secondary streets and the use of specialized City equipment.

H. Recommendation to Reconstruct First Street from Manitowoc Street to Ice Street (2008 Budget)

DPW Radtke explained the preliminary work identified an insufficiency with the base material on First Street east of Manitowoc Street. There have been some minor issues with the utilities that will be addressed with the project. Construction bids to go out by the end of March and construction time should be 4-6 weeks for First Street.

5. ADJOURNMENT

- A. Moved by Ald. Michalkiewicz, seconded by Ald. Wisneski to adjourn at 6:44 p.m.
Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, City Clerk

CITY OF MENASHA
Housing Authority
Council Chambers, City Hall – 140 Main Street
January 23, 2008
DRAFT MINUTES

1. CALL TO ORDER

A. Meeting called to order by Comm. Sheleski at 6:05 PM.

2. ROLL CALL/EXCUSED ABSENCES

A. MEMBERS PRESENT: Antoine Tines, Cliff Fischer, Mike Sheleski, Bob Gloede
MEMBERS EXCUSED: Kristine Kaup, Ralph Kennedy, Frank Haffner
OTHERS PRESENT: Greg Keil, CDD and Mary Bach

3. MINTUES TO APPROVE-MINUTES

A. **Minutes to approve:**

Motion by Comm. Fischer, seconded by Comm. Gloede to approve the minutes of the December 20, 2006 meeting. The motion carried.

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

Five (5) minute time limit for each person

None

5. DISCUSSION ITEMS

A. **Update on Natures Way Housing Project**

Mary Bach stated that 15 out of 16 units are completed. She is working on finding a buyer for the last site.

6. ACTION ITEMS

A. **Consideration of Housing Program Applicants**

Comm. Sheleski inquired about the balance in the CDBG RLF fund. Mary Bach stated that there is approximately \$50,000 available.

Applicant 82-08: This project is primarily for lead abatement (a lead-poisoned child resides at this property). Motion by Comm. Fischer, seconded by Comm. Gloede to authorize \$3,400.00 for materials. The associated labor costs will be paid out of the Lead Reduction RLF. The motion carried.

Applicant 83-08: This project is primarily for electrical upgrades and plumbing repairs. Motion by Comm. Gloede, seconded by Comm. Fischer to authorize \$6,500.00 for above stated work. The motion carried.

Applicant 84-08: This project is for replacement of damaged flooring to eliminate trip hazards for a mobility impaired owner. Motion by Comm. Gloede, seconded by Comm. Fischer to authorize \$2,000.00 for the above stated repairs. The motion carried.

7. ADJOURNMNET

Motion by Comm. Fischer, seconded by Comm. Gloede to adjourn at 7:05 PM. The motion carried.

Elisha D. Smith Public Library
Service Responses with Long Range Goals
January 2008

Celebrate Diversity

Goal: Increase participation in and number of cultural programs at the library that represent our community's diversity.

Goal: Increase visibility of cultural diversity within the library.

Goal: Increase participation by special needs groups, such as senior, homebound, mentally ill, homeless, physically challenged and mentally challenged people, in library programs and services.

Express Creativity

Goal: Provide a website that allows patron creation of content as well as equipment and tools that promote the creation of multimedia content.

Goal: Provide classes and programs to create creativity.

Goal: Provide the community with a space to display their creative endeavors.

Satisfy Curiosity (Lifelong Learning)

Goal: Do outreach to better serve underserved community members.

Goal: Create library programming for all ages to promote lifelong learning.

Goal: Provide information of local interest.

Create Young Readers

Goal: Create online content for young patrons.

Goal: Create programs that encourage reading by young patrons.

Goal: Increase usage of the library by young readers in upper elementary school through high school.

MINUTES OF REGULAR MEETING
ELISHA D. SMITH PUBLIC LIBRARY TRUSTEES
January 17, 2008

Call to order at 4:32 p.m. by President Fuchs

Present: Eckstein, Eisen, Englebert, Foth, Fuchs, Stanke, Werley

Absent: Enos

Also present: Director Saecker, J. Bongers (Head of Adult Services), K. Seefeldt (Administrative Assistant), Jim Englebert (Long Range Planning Committee member)

Authorization of Bills

1. Motion to authorize reimbursement of conference costs in 2007 to an employee in the amount of \$417.02 by Englebert, seconded by Foth, and carried unanimously.
2. Motion to authorize payment of the December list of bills from the 2007 budget by Foth, seconded by Stanke, and carried unanimously.
3. Motion to authorize payment of the January list of bills from the 2008 budget by Eisen, seconded by Eckstein, and carried unanimously.

Consent Business

4. Approve minutes from the Library Board meeting of December 20, 2007.
5. Approve minutes of the Personnel Committee meeting of December 20, 2007.
6. Receive minutes from the Long Range Planning Committee meeting of December 19, 2007

Motion

Motion to approve the minutes from the Library Board meeting of December 20, 2007, the minutes of the Personnel Committee meeting of December 20, 2007 and to accept the minutes from the Long Range Planning Committee meeting of December 19, 2007 by Eisen, seconded by Engelbert, and carried unanimously.

Werley arrived at 4:39 p.m.

Discussion/Action Items

7. Meeting Room Policy. There was no public comment on meeting room policies as anticipated. No discussion took place.
8. Long Range Goals. Jim Englebert summarized the long range planning process on behalf of the Long Range Planning Committee and presented a draft list of goals for the Board's approval. Eisen thanked Englebert for guiding the committee through this process. Werley recommended that we have an assessment tool in place to evaluate progress on the goals. Director Saecker noted that drafts of the mission and vision statements for the Long Range Plan would be presented to the Board for their approval at their February meeting.

Motion

Motion to approve the draft list of Long Range Plan goals (see attached) as presented by Eisen, seconded by Foth, and carried unanimously.

Jim Englebert left the meeting at 4:50 p.m.

9. Director Goals for 2008. The following goals were presented for the Board's review:
- 1) Complete the Long Range Planning process and start implementing the goals and objectives designated for the year
 - 2) Work to reinvigorate the Friends of the Library
 - 3) Implement the 2008 LSTA Podcasting Studio Grant
 - 4) Complete Winnefox Long Range Planning process where she serves as chair
 - 5) Attend PLA, ALA and WLA conferences and serve on various boards and committees within them
 - 6) Continue to serve on the Fox Cities Book Festival Board, the Fox Valley Library Council Board, the Hmong National Conference Planning Committee, and pursue other partnerships in the community
 - 7) Continue to refine the Library's online presence

There was a consensus to change the wording in the first goal to read "and implement the goals and objectives designated for the year." Eisen asked if Director Saecker should include increasing circulation statistics as a goal. She stated that efforts are being made on an on-going basis to achieve this. Discussion relative to the Library's Endowment Fund ensued. Director Saecker will explore the option of establishing a Foundation that would assume the responsibility of Endowment fundraising.

Motion

Motion to approve the Director's goals for 2008 as amended by Werley, seconded by Foth, and carried unanimously.

Director's Report/Information Items

10. Statistics. December lending was up 4.4% overall from last year, averaging 120 items per hour. 264 people attended programs held at the library last month. Director Saecker noted that Winnefox Library System provides annual statistical reports which give a breakdown of circulation by material types. This information is used to help evaluate our collection and the needs of our patrons.
11. Donations. We received a gift of stock valued at \$1470 from Mowry Smith III, which was added to the general Endowment Fund. We also received an anonymous gift of \$1,000 that was designated for the new outdoor library sign.
12. 3rd Quarter Endowment. The 3rd quarter Endowment report shows total assets of \$230,189. We rolled over two CDs that came due in January. They have been reinvested for 12 months at a rate of 4.5%.
13. Sunday Hours. On January 6, the first Sunday in 2008 that we were open, we had 544 circulations. This averaged out to 136 circulations per hour. We are planning additional programs on Sundays in late January and February to encourage increased usage of the library.
14. LSTA Podcasting Studio Grant. We have been awarded an LSTA grant for \$3799 which will allow us to offer podcasting equipment to the public.
15. Audio System for Co. E Room. We are in the process of getting two bids for the purchase of a new audio system for the Co. E Room.
16. Head of Technical Services. Beginning in January, Joe Bongers assumed the responsibility of managing both Adult Services and Technical Services. His predecessor also managed both departments.
17. 2009 Hmong National Conference. Director Saecker will serve on the planning committee for the 2009 Hmong National Conference which will be held in Appleton.

Adjournment

Motion to adjourn the meeting at 5:17 p.m. by Foth, seconded by Englebert, and carried unanimously.

Future meeting dates

The next regular board meeting will be held in the Gegan Room on Thursday, February 21, 2008 at 4:30 p.m.

Respectfully submitted,
Charlotte Foth, Secretary
Kris Seefeldt, recording secretary

Neenah-Menasha Fire Rescue
Finance & Personnel Committee Meeting
Tuesday, January 22, 2008
Hauser Room – City of Neenah

Ald. Wisneski called the meeting to order at 5:30 p.m.

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

Also Present: Chief Len Vander Wyst, Director Easker and Administrative Assistant Theisen

Approval of Minutes: The Committee reviewed the minutes from November 27, 2007. **MSC Pack/Lange to approve the minutes from November 27, 2007, all voting aye.**

Month End Budget Report: The Committee reviewed the December 2007 month end budget report. Chief Vander Wyst reported we were not able to sell the Hurst Jaws equipment on E-bay. We were contacted by a fire department after the sale ended and we sold it to them for \$4,000. He also said this does not reflect the final 2007 year end budget. Director Easker said these numbers would be available after the audit is conducted, which will be sometime in March. **MSC Michalkiewicz/Pack to approve the December 2007 month end budget report, all voting aye.**

Monthly and Year End Activity Report: The Committee reviewed the December 2007 activity report and the year end 2007 activity report. Chief Vander Wyst noted that we had an increase of 4% in calls from 2006 to 2007. **MSC Stevenson/Michalkiewicz to place the December 2007 and year end 2007 activity reports on file, all voting aye.**

Staff Vehicle Purchase: The Committee reviewed the memo from Chief Vander Wyst regarding the two vehicle purchases for the department. Ald. Ahles asked for breakdown on the cost of each vehicle (total cost was \$30,000). Chief Vander Wyst said he would get this information to the members, as he didn't have it with him.

Automatic Aid Discussions: Chief Vander Wyst reported on a recent meeting he had with Chief Cameron regarding automatic aid between NMFR and Appleton Fire Department. There will be a meeting with the Chief Vander Wyst, Chief Cameron, Mayor Hanna, Mayor Scherck and Mayor Laux on February 6, 2008 to discuss this further. Chief Vander Wyst also noted that he is talking to Chief Franz regarding automatic aid with Oshkosh Fire Department. The Committee endorsed continued discussions of automatic aid with Appleton Fire Department and Oshkosh Fire Department and Chief Vander Wyst should report back information to the Committee in February.

Fox Valley Technical College Lease: Chief Vander Wyst discussed the current space issue we are having for all of our equipment. Currently, Fox Valley Technical College uses two of the four bays at Station 31. One bay is part of the original lease agreement, and the additional bay is leased from us for \$400 per month. The lease does state that we have to give six months notice to terminate the addendum agreement. He would like to do this as soon as possible since we could really use the space for our special operations equipment. FVTC would still have the use of one of the four bays. Discussion was held on equipment storage at all of the stations. It was also discussed on giving FVTC six months notice versus until the end of the year since this money was put into the 2008 budget. Chief Vander Wyst said his preference is to give only six months notice but does understand that it was budgeted money and would make it work if we gave them until December 31, 2008. Director Easker said he feels this item should be sent to the City of Neenah Finance Committee since it is revenue for the City of Neenah only and the City's Finance Committee should review it and take action on it before it is sent to the City of Neenah Council Members. Chief Vander Wyst reviewed the merger agreement, which states that items shall be acted upon by the NMFR Joint Finance & Personnel Committee and then sent to the Councils to act upon. In this case, since it only involves a City of Neenah facility it does not have to be acted upon by the Menasha Common Council. Discussion was held on the amount of time it takes for staff to run from station to station to get the equipment that they need for training and how this ultimately does cost the department money. Ald. Ahles said he favored terminating the lease in six months versus the end of the year. **MSC Ahles/Lange to recommend the City of Neenah Common Council terminate the First Amendment to Lease between the City of Neenah and Fox Valley Technical College Regional Training Center, dated October 9, 2000, and put them on six month notice as of March 1, 2008, Ald. Wisneski, Michalkiewicz, Pack, Lange and Ahles voting aye and Ald. Stevenson voting nay.**

Air-conditioning System at Station 32: Chief Vander Wyst passed out the quote from Energy Control & Design for replacing the air conditioning system at Station 32 (E. Columbian Ave.). There is \$22,000 in the Capital Improvement Budget. The Committee reviewed the quote and Ald. Michalkiewicz questioned how much the removal of the old equipment and wiring for the new equipment would be. Chief Vander Wyst didn't have a quote for that. Ald. Ahles asked about energy efficiency of the new unit. The Committee directed Chief Vander Wyst to obtain a second quote for a new system, a quote on wiring for the new system, cost to dispose the old system and what the energy efficiency would be of a new system and bring this back for review in February.

Santa Float: Ald. Ahles recognized the firefighters for their time and efforts for the Santa Float.

Snow Removal Around Hydrants: Ald. Ahles asked that a public service announcement be sent to the local media stations and put on our Internet regarding the importance of snow removal around hydrants

Respectfully Submitted,

Len Vander Wyst
Chief

LV/tt

Neenah-Menasha Fire-Rescue
Joint Fire Commission Meeting Minutes
Wednesday, January 23, 2008– 12:00 p.m.
Hauser Room – City of Neenah

Commissioner Brotski called the meeting to order at 12:00 p.m.

Present: Commissioners Jim Liebhauser, Dave Brotski, Bill Mattes, and Elizabeth Nevitt.

Excused: Nancy Barker and Chris Wales-Magners

Also Present: Fire Chief Len Vander Wyst and Administrative Assistant Tara Theisen

Approval of Minutes: The Commission reviewed the meeting minutes from October 24, 2007. **MSC Liebhauser/Mattets to approve the minutes from October 24, 2007, all voting aye.**

Activity Reports: The Commission reviewed the activity report from December 2007 and year end 2007. This is informational only and no action is required.

Department Budget Report: The Commission reviewed the December 2007 month end budget report. This is informational only and no action is required.

Minutes from Joint Finance & Personnel Committee: The Commission reviewed the minutes of the November 27, 2007 Joint Finance & Personnel Committee Meeting. This is informational only and no action is required.

Eligibility List: Chief Vander Wyst explained that he does anticipate one person retiring in 2009. Discussion was held on the best time to establish an eligibility list. The decision was made to wait for an official retirement letter and once that is received to start the process of creating an eligibility list.

MSC Nevitt/Liebhauser to adjourn at 12:35 p.m., all voting aye.

Respectfully Submitted,

Len Vander Wyst
Chief

LV/tt

CITY OF MENASHA
Park Board
Council Chambers, City Hall – 140 Main Street
January 14, 2007
DRAFT MINUTES

1. CALL TO ORDER

A. Meeting called to order by Chr. Dick Sturm at 6:05 p.m.

2. ROLL CALL/EXCUSED ABSENCES

A. MEMBERS PRESENT: Chr. Dick Sturm, Ron Suttner, George Korth, Tom Konetzke, Nancy Barker

MEMBERS EXCUSED: Ald. Sue Wisneski, Mary Francis

OTHERS PRESENT: PRD Tungate, PS Huss, Mike King – The Post Crescent, CPO Jeff Jorgenson

3. MINTUES TO APPROVE-MINUTES

A. **Minutes to Approve:**

Motion by R. Suttner, seconded by G. Korth to approve the minutes of the December 10, 2007 meeting. Motion carried 5-0.

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

Five (5) minute time limit for each person

A. N. Barker commented on fixing up the restrooms at the Memorial Building and asked for an update on the Glatfelter site in the Town of Neenah.

B. T. Konetzke commended PRD Tungate on the progress of discussions with potential landowners for parkland on the City's far east side.

5. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

A. **Police Department Community Survey**

Discussion was held with CPO Jorgenson present on the results of the community survey. Comments about park safety and comments from residents near Barker Farm Park were noted. Board members were appreciative of receiving this information.

B. **Update on Memorial Building Supervision by Crossing Guards**

.PRD Tungate reported that it looked promising that crossing guards may be interested in working as a building supervisor at the Memorial Building when the building was being used during weddings. Arrangements will be made to schedule a crossing guard for this duty beginning in June.

C. **Update on Potential New Parks – Far East Side and Gilbert Mill Site**

Staff meetings have been held with Alan Ament and Jerry Haen over the past couple of months regarding the potential sale of land for a park north of Lake Park Villas. Ament/Haen seem amicable to some arrangement. Exact site and location still needs to be determined. Larry Birling, a nearby property owner, may be interested in selling land for a park. PRD Tungate will continue discussion with both parties and keep the Board apprised.

6. DISCUSSION ITEMS

A. **Revisions to park Eviction Program as Explained by CPO Jorgenson**

CPO Jorgenson explained the proposed changes to the Park Eviction program. The biggest change is that the Parks and Recreation Director would have the final say on whether an eviction should occur rather than the Park Board. This is being done primarily to protect the rights of juvenile offenders.

B. **2008 Reciprocity Agreements and 2007 Statistics with the Cities of Appleton, Neenah and the Town of Menasha**

Reciprocity agreements with City of Neenah, City of Appleton and the Town of Menasha for 2008 were presented to the Board. Multi-year agreements will be considered in the future.

C. **2008 Fees for Programs and Services**

2008 proposed program fees were reviewed by the Board. Several minor changes were proposed, including park user fees.

7. **ACTION ITEMS**

A. **Revisions to the Park Eviction Program as Explained by CPO Jorgenson**

Motion by N. Barker, seconded by G. Korth to recommend approval of the revisions to the Park Eviction program as outlined by CPO Jorgenson dated 12-10-07. Motion carried 5-0.

B. **2008 Reciprocity Agreements with City of Appleton, City of Neenah and Town of Menasha**

Motion by G. Korth, seconded by N. Barker to recommend approval of reciprocity agreements with the Cities of Appleton and Neenah and the Town of Menasha for 2008. Motion carried 5-0.

C. **2008 Fees for Programs and Services**

Motion by T. Konetzke, seconded by G. Korth to recommend approval of 2008 fees for programs and services. Motion carried 5-0.

D. **Election of Officers**

Motion by G. Korth, seconded by T. Konetzke to nominate D. Sturm as Board Chairman, only nomination made.

Motion by R. Suttner, seconded by G. Korth to nominate T. Konetzke as Vice-Chairman, only nomination made.

Vote for the two candidates passed on a unanimous ballot 5-0.

8. **ADJOURNMENT**

A. Motion by G. Korth, seconded by N. Barker to adjourn at 7:55 p.m. Motion carried 5-0.

CITY OF MENASHA
Plan Commission
Council Chambers, 3rd Floor City Hall – 140 Main Street
January 22, 2007
DRAFT MINUTES

I. CALL TO ORDER

A. Call to Order

Mayor Laux called the meeting to order at 3:33 p.m.

II. ROLL CALL/EXCUSED ABSENCES

A. PLAN COMMISSION MEMBERS PRESENT: Mayor Laux, DPW Radtke, Ald. Merkes, and Commissioners Sanders, Cruickshank and Schmidt.

PLAN COMMISSION MEMBERS EXCUSED: Commissioner Sturm

OTHERS PRESENT: AP Beckendorf, CDD Keil and Corey Godina.

III. MINTUES TO APPROVE-MINUTES & COMMUNICATES TO RECEIVE

A. Minutes to approve:

Comm. Sanders made and Comm. Schmidt seconded a motion to approve the January 8, 2007 Plan Commission meeting minutes. The motion carried.

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

Five (5) minute time limit for each person

A. No one spoke.

V. DISCUSSION

A. None.

VI. ACTION ITEMS

A. Easement Request – AT & T Ninth and Tayco Street

CDD Keil explained that AT&T is requesting an expansion of an existing easement to add a cabinet.

Commissioners discussed the following:

- Concerns with maintenance of the existing culvert.
- Changing the proposed location of the cabinet.
- Project budget and use of existing auditorium.
- Provision of a landscape screen.

This item was held over.

B. Acceptance of Comprehensive Plan Chapter 5 (Agricultural, Natural and Cultural Resources

Commissioners discussed the following:

- Historic sites.
- The addition of goals and objectives related to increasing participation in the arts.
- The addition of goals and objectives related to attracting the creative class.
- The addition of information related to the arts in Menasha (Section 5.13).
- Clarification of cemetery locations.
- The addition of language which described the evolution of neighborhood development patterns.
- Expanding on Heckrodt's service role.
- Removal of the goal which states that the city will support the agricultural business of the region. This goal was proposed to be removed because of preferential treatment toward one industry.

- Removing parks from the cultural map and natural features map.
- The addition of a policy stating that the city should identify neighborhoods.
- The addition of several organizations to the programs list.

This item was held over.

VII. ADJOURNMENT

- A. Comm. Sanders made a motion to adjourn at 4:30 p.m. Comm. Cruickshank seconded the motion. The motion carried.

CLOSED SESSION OF THE WATER AND LIGHT COMMISSION

December 19, 2007

Draft

Commission Vice President Mark Allwardt called the Closed Session to order at 9:35 a.m., upon the unanimously approved motion by Comm. Fahrbach, and seconded by Comm. Laux, pursuant to Section 19.85 (1) (f) of the Wisconsin Statutes for the purpose of considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. RE: Personnel Issues

Commissioners Fahrbach and Laux were present on roll call by Commission Vice President Allwardt. Also present was General Manager Young, and Manager of Business Operations Krause.

The purpose of the Closed Session was to discuss bargaining and personnel issues.

Manager of Business Operations Krause was excused at 9:50 a.m., and General Manager Young was excused at 10:05 a.m.

There being no further business, the motion by Comm. Fahrbach, seconded by Comm. Laux, was unanimously approved to reconvene into Open Session at 10:10 a.m.

The motion by Comm. Laux, seconded by Comm. Fahrbach, was unanimous to approve the non-represented compensation plan as revised by the Commission.

There being no further business, the motion by Comm. Fahrbach, seconded by Comm. Laux, was unanimously approved to adjourn at 10:15 a.m.

BY: ROBERT H. FAHRBACH
Secretary

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

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

December 19, 2007

Draft

Commission Vice President Allwardt called the Regular Meeting of the Water and Light Commission to order at 7:30 A.M., with Commissioners Bob Fahrback and Joe Laux present on roll call. Also present were Doug Young, General Manager; Melanie Krause, Manager of Business Operations; Steve Grenell, Project Engineer; Lonnie Pichler, Electric Distribution Supervisor; Dave Rodriguez, Customer and Utility Services Manager; Kristin Schalinski, Business Operations Accountant; Jerry Sturm, Water Plant Supervisor; and the Press.

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

Mary Ann Mulvey, 274 Misty Meadow, Menasha, spoke regarding the noise issue problems at the Steam Plant, and the cost and timeframe for resolution of the issue.

Manager of Steam Production Sturm arrived at 7:35 am.

Mary Nebel, 713 First Street, Menasha, asked about receiving a current copy of the strategic plan.

Mayor Laux commented about placing packets online.

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

- A. Minutes of the Regular Meeting of Nov. 28, 2007, and the Special Meetings of November 20, 27, and December 6, 2007.
- B. Minutes of the Closed Sessions of Nov. 20, 27, and December 6, 2007.
- C. Checks dated Dec. 6 - 19, 2007, which includes Net Payroll Voucher Checks, Void O & M Check #32846, and Operation and Maintenance Voucher Checks for a total of \$1,074,988.10, and Operation and Maintenance Vouchers and Rebates to be paid prior to the next Regular Meeting. Motion approved unanimously on roll call.
- D. Correspondence, as listed.
 - Copy of letter dated November 30, 2007 to General Manager Young & Menasha Utilities Commission, from WPPI CEO Roy Thilly, re: Stan Martenson
 - Copy of letter dated December 8, 2007 to Menasha Utilities, from Bill Steinhilber, Chairman, Board of Directors, Double Portion Soup Kitchen & Pantry, re Thank You for Donation
 - Copy of note to Menasha Utilities Commission received December 10, 2007, from Sharon Waters, re: Thank You for Retirement Gift
 - Copy of letter dated December 11, 2007, to PSC Electric Division, from WPPI Forecasting & Rates, re: Proposed Revision to Renewable Energy Riders
 - Copy of Notice of Intent to Provide Treatment dated December 13, 2007
 - Copy of note received December 17, 2007, from local family adopted by Menasha Utilities employees through the Boys & Girls Brigade Christmas Giving Program

General Manager Young commented on energy rider matter. The renewable block has been changed to provide double the amount of energy for the same price. WPPI has been successful with a number of purchases of renewable power. He also mentioned the notice of intent to provide treatment for the Water Plant

Item IV. November Financial and Operations Statement – Manager of Business Operations Krause gave an update on OSHA report information requested at the last meeting, and stated it was included with her department report for this meeting. Some of the variance for the month on the water income statement was due to the rate increase being budgeted but not taking effect until January.

On the steam financial statement, part of the labor variance is due to the five week pay periods in November and a number of work orders for maintenance being closed. The other expenses that hit this month are for litigation expenses.

Technical Services Engineer Teale arrived at 7:40 am.

General Manager Young reported there are over 9,000 electric customers which is approximately a 40% increase in customers over the past ten years.

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

Energy Services Representative Voigtlander arrived at 7:55 am.

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

Item VI. Purchase Orders over \$10,000.00 issued since the last Commission meeting were presented for informational purposes, and included the annual purchase orders for 2008 chemicals used at the Water Plant.

The chemical purchase orders were issued for the maximum average usage in five years

The motion by Comm. Laux, seconded by Comm. Fahrback, was unanimous to approve the purchase orders as presented.

Item VII. Unfinished Business, Strategic Planning – Mrs. Krause reported the strategic plan was updated and includes a separate column with vendor costs. The Sargent and Lundy items specifically identified were added along with anticipated start and completion dates.

Project Engineer Grenell stated they are looking at the chemical usage and the coal usage over the next year. The motor list for motors being replaced has been sent out for bids.

Item VIII. New Business, Water Main Replacement SDWF Application – Mrs. Krause distributed a timeline to apply for Safe Drinking Water Funds for a typical project. As far as the

Third Street main project is concerned, an application could be made and the notice of intent would need to be completed by the end of this year.

The potential is low, but an application could be submitted. A preliminary estimated would need to be submitted by the end of the year and followed up by detailed engineering. Mayor Laux will discuss this project with the Engineering Department at City Hall.

It was the consensus of the Commission to submit the notice of intent.

Request for Out of State Travel – the motion by Comm. Laux, seconded by Comm. Fahrback was unanimously approved to authorize Electric & Water Distribution Superintendent Pichler and Water Maintenance Foreman Maurer to attend a product discussion symposium in Minnesota.

WPPI Board of Directors Alternate – General Manager Young made the recommendation to have Manager of Business Operations Krause fill the WPPI Board of Directors Alternate position vacated by Commissioner Stan Martenson.

The motion by Comm. Laux, seconded by Comm. Fahrback, was unanimously approved to appoint Manager of Business Operations Krause to fill the WPPI Board of Directors Alternate position.

Melissa Substation Transformer – Technical Services Engineer Teale reported a faulted cable at the substation probably was the cause for the transformer (40 years old) failure. It will be rewound or replaced. Staff is investigating whether this is covered by insurance. There is a \$10,000 cost to ship the transformer to Minnesota and have it analyzed.

The motion by Comm. Fahrback, seconded by Comm. Laux, was unanimously approved on roll call to have the transformer shipped and inspected at a cost not to exceed \$15,000. The Commission also requested staff obtain three quotes, and a status report be sent to them via email.

Item IX. Project Reports, Water Plant Project – Water Plant Superintendent Sturm reported the project is nearing completion, and they are looking at January 7 for an official start-up date. The soda ash system is operating; there are a few minor problems to be resolved. All construction has been completed except for the granular activated carbon which will be shipped in February.

Comm. Fahrback asked about a proposal from McMahon Associates to address old Water Plant cross-connection deficiencies. Supt. Sturm replied they were waiting for the DNR walk through which has now been completed. The DNR did not have any comments regarding the cross connection issue at this time. A proposal will now be obtained from McMahon to address the cross connection deficiencies. The DNR will be back after start-up for certification, and will issue a formal report.

Mapping Project – Technical Services Engineer Teale reported Engineering Technician, Dan Hutter, completed class the beginning of December. The conversion is progressing well, and it will be a powerful system once the conversion is completed.

Item X. Staff Reports, General Manager – General Manager Young noted an informational article regarding the Oak Creek cooling system and a permitting issue.

Electric and Water Distribution/Safety Report – Electric and Water Distribution Supervisor Pichler reported on some new services being added to the electrical system. Water Distribution has started winter operations; there was one main break yesterday.

Steam Utility – Manager of Steam Production Sturm gave an update on the #3 boiler outage for refractory repair which is ahead of schedule. All crews will be working Christmas Eve and Christmas Day. The #4 boiler inspection will need to take place before 7 pm on Christmas Day to meet our schedule. The generation load will need to be balanced against the customer steam heating load. Dresser Rand, Wellsville, reported all parts, deliveries, and other activities are on schedule for March re-work of the HP valves.

Mr. Sturm also gave an update on their trip to the Goodyear Plant which did not provide the root cause of the splice failures, and the belt failures have been sent to the Goodyear Research Development Lab for further analysis.

Comm. Allwardt requested an update on the noise issue. Mr. Sturm stated the local representative for S & P Environmental will be on site this morning to discuss the bag issue and also review the noise issue. The estimates received by S & P for the ductwork were for \$84,000, and the vendor is looking for a more economical solution. The dampers continue to be monitored for vibration that some times occurs in the seals, and we are still searching for a better solution.

Water Plant – Supt. Sturm added the fall cleaning of the basins has been completed.

Telecommunications – Technical Services Engineer Teale reported on a recent Norlight outage.

Business Operations – Mrs. Krause stated an OSHA report was added to her report this month.

Customer and Utility Services and Energy Services Representative – there were no additional questions to the reports presented.

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

Mary Nebel, 713 First Street, Menasha, spoke about attachments to the meeting agenda, placing a packet of information at the library or online, and current decibel readings at the Steam Plant.

Item XII. The motion by Comm. Fahrbach, seconded by Comm. Laux, was unanimously approved on roll call at 9:00 a.m. to convene into Closed Session 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: Litigation and Contract Negotiations

And Pursuant to Sec. 19.85(1) (f) of the Wisconsin Statutes for the purpose of considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. RE: Personnel Issues

- B. Return into Open Session
- C. Actions, if any, needed as a result of the Closed Sessions Discussion

By: ROBERT H. FAHRBACH
Secretary

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

\\comm\minute Dec 19.doc

SPECIAL MEETING OF THE WATER AND LIGHT COMMISSION

January 3, 2008

Draft

Commission Vice President Allwardt called the Special Meeting of the Water and Light Commission to order at 7:35 A.M., with Commissioners Bob Fahrbach, Joe Laux, and Carla Watson present on roll call. Also present were Doug Young, General Manager; Melanie Krause, Manager of Business Operations; Dick Sturm, Manager of Steam Production; Steve Fields, Steam System Maintenance Superintendent; and the Press.

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

Mary Nebel, 713 First Street, Menasha, spoke regarding documents from the December 19 Commission meeting being provided to the public, and release of information in a timely manner.

Item III. Consent Items – there were no consent items for this meeting.

Item IV. Unfinished Business, Strategic Planning – Manager of Business Operations Krause reported maintenance items at the plant have been worked on since the last meeting. Manager of Steam Production Sturm stated the majority of the time had been spent on two boiler outages. The #3 boiler was down from December 17 through 21, and #4 boiler was down from December 23 through 26. The annual inspection of #4 was postponed by Chubb Insurance and will need to be done by September. Staff completed their own due diligence inspection but this does not provide the certificate for operation. Supt. Fields gave an update on the manhole inspection and one leaking gasket in the strainer basket was repaired.

Comm. Allwardt requested estimated completion dates be added to the strategic plan for the #1 and #2 priority items.

Review Meeting Dates – Comm. Allwardt indicated he would not be available for a Special Meeting next week, and Comm. Fahrbach and Watson stated they have conflicts with the Regular Meeting on January 23.

After discussion, the next Special Meeting will be Wednesday, January 16, at 7:30 am, and the next Regular Commission Meeting will be Wednesday, January 30, at 7:30 am.

Item VIII. The motion by Comm. Watson, seconded by Comm. Fahrbach, was approved on roll call at 7:50 a.m. to convene into Closed Session 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: Litigation and Contract Negotiations

Commissioners Allwardt, Fahrbach, and Watson voted yes; Commissioner Laux voted no.

By: ROBERT H. FAHRBACH
Secretary

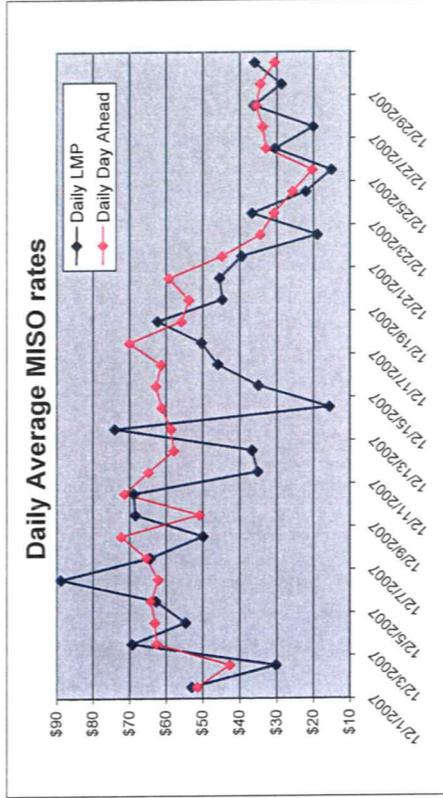
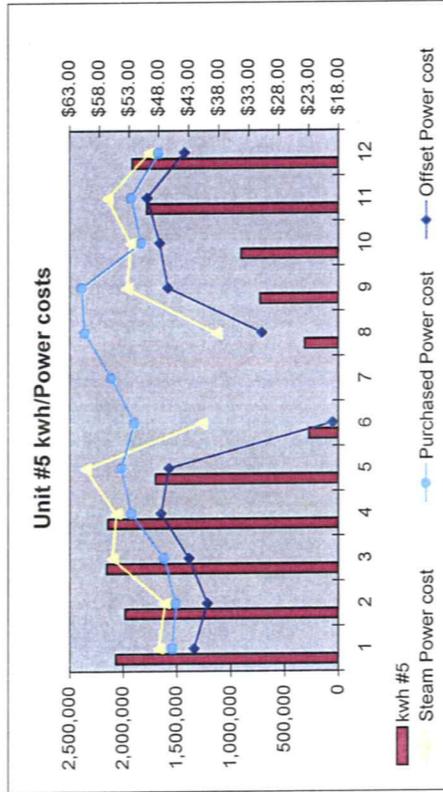
NOTE: THESE MINUTES ARE NOT TO BE CONSIDERED OFFICIAL UNTIL ACTED UPON AT THE NEXT REGULAR MEETING, THEREFORE, ARE SUBJECT TO REVISION.

Menasha Utilities
Interim Steam Detail
For the Twelve Months Ending December 31, 2007

	Current Month		Actual	Year-to-Date		Annual
	Poory Report	Variance		Poory Report	Variance	
Operating Revenues						
Steam Sales - Sonoco	\$670,886.43	\$786,203.00	\$7,368,260.12	\$8,197,483.00	(\$829,222.88)	\$8,197,483.00
Steam Sales - Alcan	40,583.49	65,081.00	341,357.68	538,789.00	(197,431.32)	538,789.00
Steam Sales - Whiting	22,427.66	65,080.00	398,525.65	538,788.00	(140,262.35)	538,788.00
Electric Sales	94,681.25	228,387.00	840,313.27	2,328,510.00	(1,488,196.73)	2,328,510.00
MISO Sales	169,805.51	229,233.00	2,002,967.27	3,254,985.00	(1,252,017.73)	3,254,985.00
Capacity Payment	13,334.00		149,954.00		149,954.00	
Forfeited Discounts-Late Charges	6,836.74		21,760.72		21,760.72	
Miscellaneous Service Revenues	181,897.23		181,897.23		181,897.23	
Total Operating Revenues	1,200,452.31	1,373,984.00	11,305,035.94	14,858,555.00	(3,553,519.06)	14,858,555.00
Operation and Maintenance Expenses						
Steam Power Generation						
Labor	184,832.00	96,891.50	1,407,977.19	1,162,698.00	245,279.19	1,162,698.00
Coal	364,540.90	590,281.00	5,973,020.05	7,362,731.00	(1,389,710.95)	7,362,731.00
Ash Disposal	10,131.85	6,518.00	108,704.78	74,718.00	33,986.78	74,718.00
Other Fuel Expenses	10,636.34		70,709.81		70,709.81	
Steam Expenses	1,983.94	8,633.37	60,164.38	103,600.00	(43,435.62)	103,600.00
City Water and Sewer	16,442.96	16,574.88	169,424.66	198,899.00	(29,474.34)	198,899.00
Electric Expenses	642.20	2,158.37	9,737.88	25,900.00	(16,162.12)	25,900.00
Miscellaneous Steam Power Expenses	6,694.76	2,590.00	60,073.31	31,080.00	28,993.31	31,080.00
Auxiliary Power	74,990.47	61,422.12	847,082.11	737,065.00	110,017.11	737,065.00
Maintenance of Structures		13,568.35				
Maintenance of Boiler Plant	20,678.44	1,295.00	1,050.11	15,540.00	(14,489.89)	15,540.00
Maintenance of Electric Plant	3,967.44	3,411.81	154,945.08	207,200.00	(52,254.92)	207,200.00
Maintenance of Miscellaneous Steam Plant	984.75	4,316.63	24,656.15	51,800.00	(27,143.85)	51,800.00
Total Steam Power Generation	696,526.05	807,947.50	8,896,206.49	9,971,231.00	(1,075,024.51)	9,971,231.00
Distribution Expenses						
Chemical Expense	11,802.81	11,568.63	157,833.82	138,824.00	19,009.82	138,824.00
Steam Line Expense	693.98		6,483.60		6,483.60	
Customer Installation	4,655.96		6,175.20		6,175.20	
Maintenance of Mains	361.11		13,708.00		13,708.00	
Maintenance of Services			4,031.09		4,031.09	
Total Distribution Expenses	17,513.86	11,568.63	188,231.71	138,824.00	49,407.71	138,824.00
Administrative and General Expenses						
Administrative and General Salaries	5,820.16	6,943.13	52,313.80	83,318.00	(31,004.20)	83,318.00
Office Supplies and Expenses	1,568.88	454.88	3,787.62	5,459.00	(1,671.38)	5,459.00
Outside Services Employed	27,692.45	1,844.00	154,133.72	22,993.00	131,140.72	22,993.00
Property Insurance	3,341.93	3,338.75	40,103.10	40,065.00	38.10	40,065.00
Injuries and Damages	2,847.64	3,684.37	38,735.47	44,212.00	(5,476.53)	44,212.00
Employee Pensions and Benefits	42,721.73	34,912.77	360,845.32	418,955.00	(58,109.68)	418,955.00
Miscellaneous General Expenses	252.02	865.63	7,559.04	20,473.00	(12,913.96)	20,473.00
Vehicle Clearing	165.51		3,874.97		3,874.97	
Power Operated Clearing	726.81	50.00	600.00	600.00		600.00
Rents	50.00		198.67		198.67	
Maintenance of General Plant						
Total Administrative and General Expenses	85,187.13	52,093.53	672,065.69	636,075.00	35,990.69	636,075.00
Total Operation and Maintenance Expenses	799,227.04	871,609.66	9,756,503.89	10,746,130.00	(989,626.11)	10,746,130.00
Other Operating Expenses						

STEAM DISTRIBUTION FOR DECEMBER 2007

	Monthly Total	Poyry Report	YTD	Poyry YTD
Total Steam purchased				
Sonoco	68,880	80,719	756,495	841,631
Alcan	4,340	6,961	37,647	57,624
Whiting	2,399	6,961	42,112	57,624
Steam Total	75,619	94,640	836,254	956,879
Total Generation kwh	0	0	0	0
MISO Market				
Unit #3	1,532,412	3,303,000	26,786,336	47,986,000
Unit #4	0	3,303,000	11,345,580	47,986,000
Real-Time - MISO				
Average MISO Price	492,658	3,303,000	12,395,618	47,986,000
	53.58	69.40	40.96	68.29
Day-Ahead - MISO				
Average MISO Price	1,039,754	0	25,736,298	0
	60.45	0	44.11	0
Behind the Meter				
Unit #5	735,525	3,008,000	15,929,496	28,867,000
Average Price	1,175,369	58.50	50.66	58.50
MW Total	2,267,938	6,311,000	54,061,412	76,853,000



PUBLIC HEARING NOTICE

CALUMET COUNTY PLANNING AND ZONING COMMITTEE

The Calumet County Planning and Zoning Committee will hold a public hearing beginning at 1:00 p.m. on February 7, 2008 in Conference Room 025 of the Calumet County Courthouse. Use Courthouse Entrance B and follow the signs.

Individuals interested in the following issues are encouraged to attend and/or submit their oral and/or written testimony to the Planning Department, 206 Court Street, Chilton, WI 53014, (920) 849-1442 or 989-2700.

PETITIONS

1. Petition of Smitty's Used Cars to seek a Conditional Use Permit for a used car sales facility with related light mechanical work. The property is the former Kwik Trip convenience store located at W7293 Highway 10 & 114, being part of the Northwest ¼ of the Northwest ¼ of Section 18, T20N, R18E, Town of Harrison, and also being Lot 1 of Certified Survey Map #2118.
2. Petition of Gary L. Konetzke to rezone a property from General Agriculture (A-3) to Single Family Residential (R-1) in order to create a two-lot certified survey map. The property is part of the Northwest ¼ of the Northwest ¼ of Section 1, T20N, R18E, Town of Harrison, described as follows: Commencing at the West ¼ corner of said Section 1, thence N00°09'40"E, 1624.76 feet along the west line of the NW ¼ of said Section 1 to the southwest corner of lands described in Jacket 5383 Image 51 and the point of beginning; thence continuing N00°09'40"E, 148.05 feet (recorded as North 148.5 feet) along said west line to the northwest corner of said lands; thence S89°47'12"E, 292.05 feet (recorded as East, 292.06 feet) along the north line of said lands to the northeast corner thereof; thence S00°09'40"W, 148.05 feet (recorded as South 148.5 feet) along the east line of said lands to the southeast corner thereof; thence N89°47'12"W, 292.05 feet (recorded as West 292.06 feet) along the south line of said lands to the point of beginning.
3. Calumet County proposes an amendment to the Calumet County Year 2025 Comprehensive Plan (Smart Growth) to amend the Preferred Land Use Map to reflect the preferred land use maps adopted by ordinance by the Village of Potter and the Towns of Brothertown, Charlestown, Chilton, New Holstein, Rantoul, Stockbridge, and Woodville. A copy of the proposed Calumet County Preferred Land Use Map can be viewed at www.co.calumet.wi.us, click on "Smart Growth" then "Preferred Land Use Map". Maps are available from the Planning Department.

DELIBERATION

The Committee will accept and review all pertinent information relative to the above-listed items. The Committee may, if deemed necessary, recess into executive session to deliberate upon the proposed petitions pursuant to Chapter 19.85(1)(a) of the Wisconsin Statutes.

DECISION

The Committee will make their decision in open session providing all appropriate information is available.

Respectfully submitted:

William Barribeau, Chairman
Planning and Zoning Committee

"Any person wishing to attend who, because of a disability, requires special accommodations should contact the Planning Department at (920) 849-1442 at least 24 hours before the scheduled meeting time so appropriate arrangements can be made."

Neenah-Menasha Fire Rescue—The First 5 Years

“ONE DEPARTMENT



FULLY INVOLVED!”

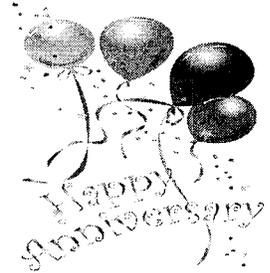
NEENAH-MENASHA FIRE RESCUE

“The Fifth Alarm”

Five years has already passed since the historical merger of the Menasha and Neenah Fire Departments. Since January 1, 2003, NMFR has responded to over 10,600 emergency calls, including 7,000 EMS calls. If one looks closely they will find efficiency and cost savings for both the Cities of Neenah and Menasha. Immediately in 2003, \$320,000 was saved in operating expenses. This savings was due to four retirements and those positions not being replaced. Again in 2003, a \$935,000 savings was realized because the City of Neenah needed \$300,000 for a new engine and \$35,000 for a new command vehicle. The City of Menasha saved \$600,000 for a new ladder truck to replace an old

1977 Pierce truck. With the combination of equipment, due to the merger, less reserve equipment is necessary resulting in lower maintenance costs. The budget and cost distribution formula has proven to be fair for both cities, which has resulted in fair, effective, and minimal changes in percentages each year. Some of the highlights for the newly merged fire department was the staffing of a minimum of 4 firefighters at the outlying stations. NMFR was awarded a \$158,400 Homeland Security Grant that allowed us to purchase new SCBA's, fire investigation equipment, and a new cascade system. In 2006 a fitness grant of \$45,000 was awarded from FEMA and new physical fitness equipment was ordered for each station. Lastly, in 2007, we were awarded an

\$11,000 DNR grant to purchase equipment for wildland firefighting. Five years has gone by very quickly and NMFR has accomplished many goals. If you ask a majority of the firefighters, the firefighters have welcomed the newly formed friendships from the fire department merger.



January 1, 2008 was the 5 Year Anniversary of the NMFR merger.

Firefighters Battle Garage Fire on East Peckham Street

On a recent snowy, cold December day, firefighters were called to E. Peckham Street, in the City of Neenah, for a report of a garage fire. The first engine arrived on scene and reported heavy smoke and flames. The fire had actually

started in the family room behind the garage. Firefighters quickly knocked down the fire and determined that the fire may have been caused by the fireplace that was in use at the time. Further investigation revealed that the attic

area of the home was the most heavily damaged. Fire investigators determined that the chimney pipe was too close to combustible materials in the attic. Firefighters were on scene for about 2 hours and no injuries were reported.

Inside this issue:

5-Year Anniversary of NMFR	1
House/Garage Fire at 567 E. Peckham St.	1
Meet New Training Chief Mike Sipin	2
NMFR Receives \$11,000 Wildland Fire Grant	2
New Heavy Rescue Pumper Purchase	3
Fire Permit Information	3
Fireplace Safety	4

Fire Department Statistics

- Firefighters responded to 1,495 EMS calls in 2007.
- Firefighters responded to 678 emergency fire calls in 2007.
- Neenah-Menasha Firefighters have logged 1,306 adult and 4,806 child contacts with public fire education to citizens, children and social groups since in 2007.

Neenah-Menasha Fire Rescue hires new Training Chief

In September of 2007, Neenah-Menasha Fire Rescue hired Mike Sipin to replace retired Assistant Chief Bud Gadow. Mike previously held the position of Battalion Chief for the Appleton Fire Department. Mike is a lifelong resident of Menasha and in 1990 Mike was hired by the Appleton Fire Department as a firefighter. Mike graduated from Fox Valley Technical College's Fire Science program in 1991 with an Associates Degree in Fire Science.

In 1994 Mike married his wife Elizabeth and they have a daughter Laura, who is 2 years old. Mike quickly moved up the ranks in Appleton. In 1999, he was promoted to Driver/Engineer and in 2000 was promoted to Battalion Chief. Mike is a State of Wisconsin certified fire instruc-

tor and has been teaching for Fox Valley Technical College since 1996. Mike also continues to be a collapse rescue instructor for the State of Wisconsin and is trained to the Technician level of rope, confined space, trench, and collapse rescue disciplines. Mike will conduct training with all three shifts at NMFR in all areas. Mike is also responsible for National Incident Management System



AC Sipin instructing in the background during a recent training session at Station 32.

(NIMS) training for all employees within the cities of Neenah and Menasha, along with emergency government issues.

In his spare time, Mike enjoys spending time with his wife and daughter in the great north woods while doing a little fishing and hunting. Mike also has a green thumb when it comes to yard work at his residence in Menasha. If anyone sees Mike, please wish him good luck at NMFR; and if you have not met him yet, please give him a call and wish him luck in his new position on the fire department.

Fire Department Receives \$11,000 Wildland Fire Grant

NMFR received word from the Wisconsin DNR that NMFR was the recipient of an \$11,000 Wildland Firefighting Grant. This grant is a 50/50 match grant where the cities and DNR split the award. In the grant, NMFR will receive new wildland boots, small portable pumps with hoses (to access areas where a hoseline cannot reach), forestry hose, radio pouches, helmet lights, hand tools (such as rakes,

brooms, and axes), and wildland coveralls that help protect the firefighters working in a wildland fire situation. The new coveralls will help save the wear and tear on the regular firefighting gear that can become very costly to replace. This equipment will help protect many wildland areas in both Neenah

*"Neenah and Menasha
Firefighters cover between 200
to 250 acres of wildland area
within the two cities"*

and Menasha. Neenah has the Wilderness Park area and Carpenter Preserve. Menasha has the Heckrodt Wetland Preserve on the east side of Menasha. This equipment further enhances the equipment that

NMFR carries on all first response vehicles.

Firefighters Begin Cold Water Rescue Training with Husky Airboat

As the temperatures begin to dip below the freezing mark, firefighters have begun their training with the husky airboat. The husky airboat, housed at Station 32 in downtown Neenah, is used throughout the winter as a rescue tool for all persons who use Lake Winnebago, the Fox River, and Little Lake Butte des Morts as a recreational playground. Every year snowmobilers, ice fisherman, and others venture out on the ice, sometimes leading to dangerous results.

Firefighters not only train during the day but

and have begun training at night. Training includes deployment, driving on water and ice, and Global Position System (GPS). This gives everyone the opportunity to work in low visibility. In low visibility and night training, firefighters train using the GPS on the husky air boat. Coordinates can be called in and locating a potential victim quickly becomes important when freezing temperatures are involved.

The husky air boat was purchased by

Winnebago County and is staffed and maintained by on-duty NMFR firefighters. The air boat replaced the hovercraft that the Menasha firefighters used to operate from Station 35.



This is what the Husky air boat looks like when going from ice to water, similar to situations on the Lake Winnebago system.

NMFR Purchases New Heavy Rescue Pumper from Pierce

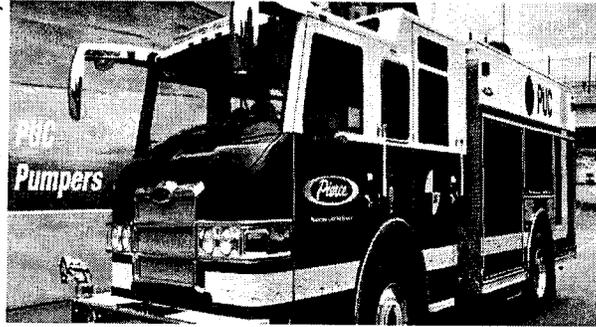
In March of 2008, Neenah-Menasha Fire Rescue will take delivery of a new Pierce rescue pumper, also known as a "PUC" truck. This is to replace a 1993 Pierce pumper (Engine 32). The truck will take the place of Rescue 31 and Engine 32, filling the needs of two pieces of apparatus thus saving budgeted funds of over \$190,000.00.

The decision to multitask apparatus helps to eliminate single use vehicles and gives us all the equipment needed on a first in basis for emergency responses. This allows Neenah-Menasha Fire Rescue to take trailers out-of-service for specialty uses and eliminate cross-staffing apparatus. The new engine will respond to an average of 900 to 1,000 alarms per

year. The new "PUC" or Pierce Ultimate Configuration, was designed to meet today's fire fighting/emergency needs. This truck will respond to all Rescue/Fire/Confined Space emergencies in the Cities of Neenah and Menasha. The apparatus

will have a 1,500 gallon per minute pump, 750 gallon water tank, Class A/B foam system, 10 KW hydraulic generator, light tower, hydraulic tool set (JAWS of Life), 9,000 lb. portable winch, rescue air bag systems, EMS equipment, and required fire suppression equipment.

The apparatus will be built by Pierce Manufacturing on a Pierce Velocity chassis. This chassis was selected for its advancements in safety to our firefighters, and the civilians, while responding to incidents. Neenah-Menasha Fire Rescue feels this is the next generation of fire apparatus to help NMFR meet the changing requirements asked of today's fire department.



A picture of what the new PUC Heavy Rescue truck for NMFR which will be delivered to Station 32 sometime between March and April 2008.

Remember to Purchase Your 2008 Burning Permit

Even though the snow is on the ground, Spring is just around the corner and citizens of Neenah and Menasha need to remember to purchase a burning permit before burning outside.

The Cities of Neenah and Menasha allow city residents to have recreational fires. However, residents must apply for a permit for open burning. Permits can be obtained from the Clerk's office in the city in which they live. Failure to obtain the appropriate permit may result in an ordi-

nance violation through your respective city.

The cost of the burning permits is \$15, which is the same for Neenah and Menasha. The

application is short and comes with the open burning ordinance so that all rules of the ordinance can be followed.

Make sure when setting up your fire pit,



fire safety is your top priority. Keep the fire pit away from all combustibles, have a water source nearby, and make sure you only burn wood. You cannot burn garbage materials.

If you have any questions regarding open burning, you can call Neenah-Menasha Fire Rescue at (920) 886-6200 or either city hall. Have a safe Spring!

NMFR Purchases New Oxy-Acetylene Torch for Rescues

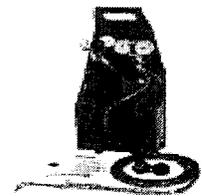
After an industrial accident incident in 2007, which took firefighters a period of time to free a worker caught in a machine, a new piece of equipment is on the way!

During the incident, the steel roller and equipment was difficult to move because of the thickness and the weight. The new torch will aid firefighters in cutting through metal very quickly.

Assistant Chief Mike Sipin recommended this new oxy-acetylene torch for use in situations that call for metal to be cut at a rapid speed. This piece of equipment will also be used for any heavy rescue incidents involving collapses or special operations.

The advantages of the torch is that the torch is small, light, and very quiet, along with needing very little effort to use.

Oxy-acetylene torches can easily cut through metal materials in excess of 50mm. This tool will be a good asset to the fire department's rescue operations.



A picture similar to the new Oxy-Acetylene torch purchased by NMFR.



NEENAH-MENASHA FIRE RESCUE

Station 31 - 1080 Breezewood Lane, Neenah
Station 32 - 125 E. Columbian Ave, Neenah
Station 35 - 430 First Street, Menasha
Station 36 - 901 Airport Road, Menasha

Phone (920) 886-6200
Fax (920) 886-6208

“One Department, Fully Involved”



Neenah—Menasha Fire Rescue was created on January 1, 2003 by the consolidation of the City of Neenah Fire Department and the City of Menasha Fire Department. Neenah—Menasha Fire Rescue currently has 68 career employees who are committed to preserving the lives and property within the Cities of Neenah and Menasha. The department carries out the commitment through fire prevention education programs supported by rapid, efficient response for fire, EMS, and rescue emergencies.

The communities are served from four fire stations located in strategic areas to provide efficient response to virtually any type of emergency situation, including fire suppression, auto extrication, and ice/water rescue. Neenah-Menasha Fire Rescue also has mutual aid agreements with the City of Appleton and all fire departments within Winnebago County .

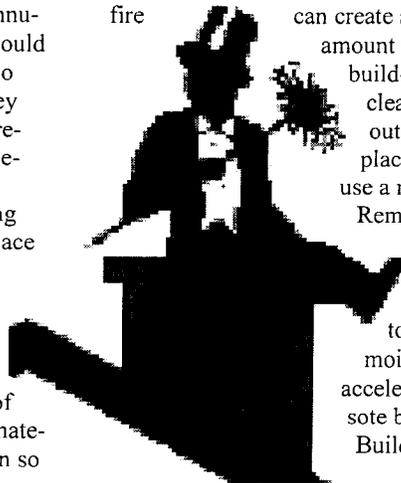
Please take the time to visit our website at www.nmfire.org and view information regarding upcoming events, public education, personnel, photographs, ordinances, fire commission reports, incident reports, and job openings. We hope you enjoy the creation of the Neenah-Menasha Fire Rescue newsletter.

Fireplace Safety—What You Should Know

Heating fires account for 36% of residential house fires every year. Often these fires are due to creosote build-up in chimneys and stovepipes. All home heating systems require regular maintenance to function safely and efficiently. Having your chimney, fireplace, woodstove, or pellet stove inspected and cleaned annually by a certified chimney sweep should be the number one item on your to-do list. Not only does a certified chimney sweep clean the chimney flue and fireplace; a chimney sweep checks for defects in the flue, chimney, and wood burning appliances along with making sure that all components of the fireplace system are clean.

There are safety measures homeowners can do on their own. Some of the safety measures include keeping the area around the hearth clear of decorations, debris, and flammable materials. Always use a metal mesh screen so that sparks are not able to jump out of the firebox area of the fireplace. Homeowners can install stovepipe

thermometers to help monitor flue temperatures. Typically, one does not want to exceed 500 degrees inside the stovepipe. The thermometers are magnetic and stick right to the pipe. Keep air inlets on woodstoves open, and never restrict air supply to fireplaces, otherwise a slow burning fire



A fireplace whether in use or not, should be at a minimum, inspected on a yearly basis to safeguard from any possible defects in the chimney system.

can create a large amount of creosote build-up. When cleaning ashes out of the fireplace, always use a metal pail. Remember to use only seasoned hard wood to burn. Soft, moist wood accelerates creosote buildup. Build small fires

that burn completely and produce less smoke. Never burn cardboard boxes, trash, or debris in the fireplace or woodstove as these items carry a lot of glues, which create creosote.

Homeowners may want to cover the chimney flue with a mesh chimney cap, which is used as a spark arrester and limits the amount of moisture going down the flue. Never leave a fireplace unattended, and extinguish the fire before going to bed or leaving the home. The most important tool to have nearby is a well maintained fire extinguisher. Install smoke detectors on every level of the home and test them monthly to ensure that your family is protected. If you follow these simple steps while enjoying the fireplace or woodstove during the burning season, the result will keep you and your family safe during the cold harsh months of the winter season in Wisconsin.

To: Council
From: Mayor

Distinguished Service Awards from Menasha School District



To: Council
Fri. Mayor



In Loving Memory of
Richard J. Steffens, Attorney

Born to Life
August 23, 1921

Born to Eternal Life
January 2, 2008

Funeral Service
Tuesday, January 8, 2008 ~ 1:30 p.m.
St. Thomas Episcopal Church
Menasha, Wisconsin

Chapel Service
Pending at Fort Meyers, VA

Officiating
Father Ed Smith

Place of Interment
Arlington National Cemetery
Washington D.C.

Therefore, if anyone is in Christ,
he is a new creation;
old things have passed away,
behold all things have become new.

2 Corinthians 5:17



To the City of Menasha
employees,
Thank you for
remembering my
father with the
beautiful plant
at his funeral.

Richard Steffens,
Jr.
& Rose

Your kind expression
of sympathy
is deeply appreciated and
gratefully acknowledged
by the family of
Richard Steffens, Sr.

Good job \$ee!

- Meyer

CC (Common Agency)

I want to extend my thanks
& appreciation to all in the
Menasha Health Department for
so willingly showing me what
Community Health Nursing is
all about. You have inspired
me to be more involved in my
community & have planted the
seed to pursue this type of
nursing.

Sincerely

Noelene Arnett
University of Phoenix
Student.

**MEMORANDUM**

To: Administration Committee and Common Council

From: Greg Keil, CDD

Date: January 31, 2008

RE: Health Department Lease

Attached are lease proposals for office space at 316 Racine Street and 130 Main Street. The lease terms are comparable with the following exceptions:

- Utilities are included in the 130 Main Street space. This is necessary because the building mechanical systems cannot be segregated and separately metered.
- There is common space in the building at 130 Main Street which includes the stairwell, elevator, restrooms, and hallway corridor. The base lease rate per square foot is not applied to this space; however, common area charges apply.

The following comparison represents all known and estimated costs for occupying the respective spaces.

	316 Racine	130 Main
Base Lease Rate per Square Foot	\$ 7.90	\$ 12.81
Utilities	\$ 0.99	Included
Interior/Exterior Common Area Maintenance, Taxes Insurance	\$ 3.37	\$ 1.92
Annualized Cost of Leasehold Improvements Per Square Foot*	\$ 0.84	\$ 0.63
Total:	\$ 13.10	\$ 15.36
	2,770 sq ft x	2,420 sq ft x
	\$13.10=	\$15.36=
Total Annual Lease Cost:	\$ 36,287.00	\$ 37,171.20

*Required Leasehold Improvements

Install Computer Network Cabling	\$ 3,919.59	\$ 3,055.53
Install Door and Partition Wall	\$ 750.00	None

130 MAIN STREET

LEASE AGREEMENT

This is a lease entered into on [redacted] between Marina View Investments, hereinafter referred to as "Landlord", and City of Menasha , a Wisconsin municipality hereinafter referred to as "Tenant".

The Landlord, in consideration of the covenants and agreements of the Tenant, hereby leases to the Tenant, and the Tenant does hereby rent from the Landlord, the premises described below, for the period, at the rental and upon the terms and conditions set forth in this instrument.

1. DESCRIPTION

The leased premises shall consist of approximately ²⁴²⁰~~2836~~ square feet located on the 3rd Floor of the multi-tenant office building located at 130 Main Street in Menasha, Wisconsin (the "Leased Premises"). In addition, tenant shall have shared access sidewalks, parking lots, entry-ways and lawn areas.

2. TERM

- (a) **Original Term.** The term of this Lease Agreement shall commence on [redacted], 2008 and end two years thereafter. Tenant to provide a written 120 day notice prior to vacating the building and ending the lease.
- (b) **Renewal Term.** Provided that Tenant is not in default under this Lease at the time Tenant exercises its option to renew, Tenant shall have the right to renew the term of this Lease for one, additional two-year term. The renewal terms shall commence on the first day following the end of the original term of the Lease and shall end two years thereafter. The renewal term shall be on the same terms and conditions as set forth in this Lease. Tenant shall exercise its right to renew the term of the Lease by giving Landlord written notice of its intention to renew. Such notice shall be given to Landlord at least 120 days prior to the end of the term of the Lease, time being of the essence.

3. RENTAL

- (a) For the first two year term of the lease, Tenant shall pay rental in an amount equal to \$12.81 per square foot leased by Tenant within the Leased Premise per year. Rents for the second two year term of the lease of the Office Building shall be increased by three (3) percent per year of the previous two year term rental rate. Rental shall be payable in advance on the first day of each month. The amount of the monthly payments shall be one-twelfth of the annual rental for the demised premises. No security deposit shall be required for this lease.
- (b) In addition to the rental provided for above, Tenant shall pay a proportionate share (41%) of the common area expenses for the 3rd Floor (799 sq. ft.) at a rate of \$5.82 per square foot.

4. USE AND OCCUPANCY

Tenant shall use and occupy the leased premises in a careful, safe and proper manner, and will not occupy or use said premises or permit the same to be occupied or used for any purpose or business which is unlawful and will comply with all lawful requirements of all valid laws, ordinances, rules and regulations of all governmental authorities pertaining to the use and occupancy of the leased premises.

5. IMPROVEMENTS PRIOR TO OCCUPANCY

- (a) At its cost, Tenant shall be responsible for all improvement to the Leased Premises. Tenant shall have the right to enter the leased premises prior to the lease commencement date for the sole purpose of commencing the completion of said improvements to be completed by the Tenant; such entry shall be arranged with the Landlord to provide Tenant the maximum time possible to complete Tenant's build-out. This permitted early entry by Tenant shall be without cost, but Landlord

reserves the right to require that Tenant verify that Tenant or Tenant's contractors or both have adequate liability insurance.

Landlord shall have the right to review all construction plans and drawings. Landlord shall have three business days after the receipt of such construction plans or drawings in which to object to any of the contents thereof. Such objection shall be in writing addressed to the Tenant.

- b. Landlord shall, at its expense, replace all carpeting in the leased space as well as common area hallway on the 3rd Floor. Landlord shall also install 2 sinks in the areas designated by Tenant.

6. TAXES, ASSESSMENTS AND OTHER CHARGES

- (a) Landlord shall be responsible for and shall pay all real property taxes and assessments against the Leased Premises ("Taxes").

7. INSURANCE

- (a) **Insurance by Landlord.** Landlord shall maintain, during the term of the lease a comprehensive general public liability insurance covering the building and grounds (excluding property owned by tenant) with a combined single limit of \$1,000,000.00 for injury or death of person and loss of or damage to property. The name on all policies of insurance maintained by Landlord shall be the Landlord, and if required, any mortgagee or creditors of Landlord. Cost of all insurance maintained by Landlord shall be borne by Tenant.
- (b) **Insurance by Tenant.** Tenant shall maintain during the term of this lease and at Tenant's cost, the following insurance:
 - (i) comprehensive general public liability insurance in which the Tenant shall be named the insured and Landlord named as additional insured, combined single limit of liability, for bodily injury or death occurring on, in, or about the leased

premises in the amount of \$1,000,000.00 with respect to bodily injury or death; and

(ii) Insurance upon all property and leasehold improvements situated in the Premises by the Tenant, or for which the Tenant is legally liable, and on fixtures and improvements installed in the Leased Premises by or on behalf of the Tenant.

- (c) **Waiver.** Each party hereby waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectable insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by applicable insurance policies.

8. FIRE INSURANCE, LOSS AND DAMAGE

- (a) Landlord shall, during the entire term hereof, procure and keep in full force and effect, fire, vandalism, and other hazards insurance covering the basic building structure and common areas of leased premises in an amount equal to 100% of its full replacement value as determined by appraisals by reputable insurers, made from time to time.

9. UTILITIES

Landlord shall pay as and when due all charges made against the premises for heat, air conditioning, electricity, water and sewage to the Leased Premises.

10. MAINTENANCE OF PREMISES

- (a) During the term of this Lease, Landlord shall maintain in good condition the Office Building, common areas and the Leased

Premises, including but not limited to the interior and exterior of the Office Building occupied by Tenant, maintenance of the roof to the Office Building, all windows, doors and openings, all electrical, heating, plumbing, air conditioning and other systems installed within the building, paved parking area, shrubbery, planting, flood lights, and all other accessories, appurtenances and related equipment. In addition, Landlord shall keep the building and all common areas in a clean, safe and healthy condition according to the ordinances and directions of the proper public authority. Landlord further agrees to keep the parking lot and any sidewalks and entry ways adjoining the premises at all times free and clear of ice, snow and other obstructions and hazards.

Replacement of major mechanical and structural components when it becomes necessary such as the HVAC system (including compressor) and the roof shall not be part of maintenance and repair costs and will be the financial responsibility of the Landlord.

- b. Tenant shall keep the Leased Premises in a safe, clean and healthy condition according to the ordinances and directions of the proper public authorities. Tenant shall be responsible for designating and procuring cleaning and janitorial services and shall be responsible for the payment of all cleaning and janitorial costs with respect to the premises demised to Tenant hereunder.

11. ALTERATIONS

During the term of this Lease, Tenant may not make alterations, additions and improvements to the Leased Premises without the prior written consent of Landlord, whose consent shall not be unreasonably withheld. All such alterations or additions shall be performed at the expense of Tenant, in workmanlike manner,

and Tenant covenants and agrees not to create, or suffer others to create, any lien or obligation against the premises or Landlord by reason of the alterations or additions so authorized, and further, to hold Landlord harmless of and from any and all claims and demands of third persons including Landlord's Attorneys fees in any manner relating to or arising out of such work including the initial improvements to the demised premises as contemplated in §4 of this lease; provided, however, that Tenant shall have the right to dispute in good faith any obligation or lien arising as a consequence of such alterations, additions and improvements and Tenant promptly satisfies the same in the event that it is determined that Tenant is in fact obligated to pay on such lien or obligation. All alterations or additions so made by Tenant shall become part of the realty, and as a consequence of which Tenant, upon expiration of the demised term or cancellation thereof, shall not have the right to remove the same. If Tenant installs any electrical equipment which overloads the electrical facilities, it shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction, but no such changes shall be made by the Tenant until it first submits to the Landlord plans and specifications for the proposed work and obtains the Landlord's written approval to perform same.

12. DESTRUCTION OF PREMISES

In the event of a partial destruction of the Leased Premises during the term from any cause, Landlord shall provide Tenant with notice of its intention to repair the demised premises within five days of the date of the parties' destruction and the time period within which the repairs shall take. In such event, Landlord shall forthwith repair the same, provided the repairs can be made within sixty (60) days under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this Lease, except that

Tenant shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Tenant in the premises. If the repairs cannot be made in the specified time, Landlord may, at Landlord's option, make repairs within a reasonable time, this Lease continuing in full force and effect and the rent to be proportionately abated as previously set forth in this section. In the event that Landlord does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this Lease may be terminated at the option of either party. In the event of any partial destruction that Landlord is obligated to repair or may elect to repair under the terms of this paragraph, Landlord shall proceed to complete such repairs as quickly as may be practical under the circumstances, and Tenant waives any right to make repairs at the expense of Landlord. Should the Leased Premises be destroyed to the extent of more than fifty (50%) percent of the replacement cost thereof, this Lease shall be terminated at the option of either party.

In the event that repairs are made and the lease shall continue, Landlord shall apprise the Tenant on a periodic bases of the status of the reconstruction of the leased premises. Tenant and Landlord shall cooperate in the process of completing the repairs to the premises.

13. LIENS

Neither party shall do any act to cause any lien to be filed against the Leased Premises, or any part thereof. If any such lien attaches to the premises and is not discharged or released within sixty (60) days from the date of attachment, the other party may, at its option, pay to the lien claimant the amount of such lien and shall immediately thereafter notify the other party

of such payment, in which event the amount shall be immediately due and payable by Landlord to Tenant or by Tenant to Landlord, as appropriate, and shall bear interest at the rate of twelve (12%) percent per annum, provided, however, that if the party in the first instance responsible for payment of the indebtedness desires to contest said indebtedness or said lien, such party shall furnish to the other party to this Lease a bond written by a surety company licensed to do business in the State of Wisconsin or other security satisfactory to the other party to this Lease for an amount equal to the amount of the lien for the protection of the said other party against all loss or expense on account of such asserted lien during the period of the contest.

Nothing contained in this lease shall prohibit either party from contesting in good faith any lien. However, in the event that a final, non-appeal able order, decree or finding is made that a lien is in fact appropriate, such lien shall be promptly satisfied by the party responsible for its creation.

14. SIGNS

Tenant shall have the right at its own expense to install a sign or signs upon the exterior of the leased premises. The design, construction and location of such signs shall be subject to the prior, written approval of Landlord, whose approval shall not be withheld unreasonably. Tenant shall bear all costs and expenses of the manufacturer, installation and maintenance of such signs. Tenant has the right to approve final plans for the sign. The cost to add tenant to marquee-type sign will be at the tenant's expense.

15. SURRENDER OF PREMISES

Tenant will deliver up and surrender possession of the Leased Premises including any and all leasehold improvements to the

Leased Premises to Landlord upon the expiration of this Lease, and any renewal or extension hereof, or upon its termination in any way, in a good and substantial state of repair, reasonable wear and tear and damage by fire or other insured casualty, or from other causes beyond Tenant's control, excepted.

16. INDEMNIFICATION

The Landlord and Tenant each agree to indemnify and hold each other harmless from and against all claims, damages, costs and expenses, including reasonable attorneys fees, in any manner arising out of or in connection with the conduct of their respective businesses in the building and premises, their respective breaches or default in the performance of any covenant or agreement contained in this lease (excepting damages to the other party arising from the failure to perform any covenant or agreement contained in this lease), or their negligence or the negligence of their agents, employees, concessionaires, licenses, customers or invitees.

17. PARKING

At no additional cost to Tenant, Tenant shall be provided with parking spaces in the parking lots located upon the site of the Leased Premises, including those parking spaces located closest to the entrance to the building occupied by Tenant.

Notwithstanding the foregoing, Landlord shall have the right to designate the parking spaces that Tenant shall have the right to utilize.

Landlord and Tenant both acknowledge that parking is a critical part of the lease terms. Landlord further agrees that to the extent that there is available general parking because of the existence of unrented and unoccupied building space, Tenant shall be permitted to use this available parking without additional cost. Tenant understands that as the spaces become designated because of Landlord leasing the unoccupied portions of the Office Building that Tenant will give up the right to use the parking spaces allocated to a new tenant.

18. WARRANTY OF TITLE BY LANDLORD

Landlord hereby warrants, represents and covenants to the Tenant that, at the time of the execution by Landlord of this Lease and until this Lease or other instrument giving constructive notice of this Lease is recorded:

- (a) Landlord is the sole owner in fee simple absolute of the Leased Premises.
- (b) Landlord will defend the title of the leased premises and will indemnify Tenant against any damage or expense which Tenant may suffer by reason of any lien, encumbrance, restriction or defect in the title or description herein of the premises; and
- (c) Landlord has full right and power to execute this agreement and to lease the Leased Premises for the term provided in this Lease.

19. QUIET ENJOYMENT

Landlord hereby covenants and agrees with Tenant that if Tenant shall perform all of the covenants and agreements herein agreed to be performed on its part, Tenant shall, at all times during the term hereof or any renewal term, have the peaceable and quiet enjoyment and possession of the leased premises without any manner of let or hindrance from Landlord or any person or persons lawfully claiming said premises. Tenant's right under this section shall continue regardless of whether the demised premises are conveyed by Landlord to a new property owner or title to the leased premises are transferred pursuant to a foreclosure, insolvency or bankruptcy proceeding.

20. LATE PAYMENTS

Any late or unpaid payment of any sort due from Tenant under this Lease shall bear interest of twelve (12%) per annum

provided Landlord serves Less ten (10) days' notice to cure any late payment. Interest shall commence ten (10) days from Landlord's Notice. This interest shall be in addition to the \$25.00 late payment processing fee set forth in §3 above. Tenant shall not be considered late as to any payment for a period of ten (10) days following the due date of such payment.

21. APPROPRIATION

If all of the leased premises shall be appropriated or condemned by any public or quasi-public authority in the exercise of its right of condemnation or eminent domain, this Lease shall terminate as of the time when possession shall be required by such public or quasi-public authority. Notwithstanding the termination of this Lease, both Landlord and Tenant shall have the right to prosecute their claim for an award from such authority.

22. SUBORDINATION AND NON-DISTURBANCE

The Lease shall be subject and subordinate to the lien of any mortgage which the Landlord has placed or may place upon the premises and to all terms, conditions and provisions thereof, to all advances made, and to any renewal, extensions, modifications or replacement thereof.

23. ACCESS TO PREMISES BY LANDLORD

Landlord shall have access to the leased premises at all reasonable hours and upon reasonable notice during the original term of this Lease and any renewal terms for the purpose of examining the same; provided, however, that Landlord shall not interfere in any way with the business operation of Tenant. In the event that, in exercising its rights under this section, Landlord gains access to confidential and proprietary information of Tenant, Landlord shall execute a confidentiality agreement containing reasonable terms upon request by Tenant.

24. ASSIGNMENT AND SUBLETTING BY TENANT

Tenant shall have the right to assign this Lease or let or sublet the whole or any part of the leased premises provided that Landlord provides its prior written approval of such sublease or, assignment, whose consent shall not be withheld unreasonably.

25. ASSIGNMENT BY LANDLORD

Landlord shall have the right to transfer, assign and convey in whole or in part, any and all of the rights of Landlord in and to the leased premises and under this Agreement.

26. NON-WAIVER

The failure of Landlord or Tenant to insist on a strict performance of any of the terms and conditions by reason of the violation of any of the covenants in this Lease to be performed by the Tenant or Landlord shall not be construed as a waiver of the rights of the Landlord or Tenant to exercise any such rights as to any subsequent breach or default in any such covenants, or as a waiver of any of the rights given to the Landlord or Tenant by reason of the violation of any of the other covenants of this Lease.

27. HOLDING OVER

In the event Tenant remains in possession of the leased premises after the expiration of this Lease and without the execution of a new lease, Tenant shall be deemed to be occupying the leased premises as a tenant from month to month at a rental equal to the monthly rental provided for herein as if this lease had been renewed and otherwise subject to all the conditions provisions and obligations of this lease insofar as they are applicable to month to month tenancy.

28. OFFSET RIGHTS

If the Landlord breaches any of its representations under this Lease or otherwise fails to perform any of its obligations under the Lease and notice has been given to the Landlord of such default and the Landlord has failed to remedy the same within a reasonable period of time, then the Tenant may, in addition to any other remedies available under the Lease, cure such default. In the event that the Tenant cures such default, then the Tenant shall be entitled to offset the cost of curing the Landlord's default against the rents owing until such time that the Tenant is fully reimbursed for the cured costs.

29. CONSTRUCTION OF LEASE

Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Wherever used herein, the words "Landlord" and "Tenant" shall be deemed to include the heirs, personal representatives, successors, sublessees and assigns of said parties, unless the context excludes such construction.

30. INVALIDITY OF PROVISIONS

In the event that any material provision of this lease is held invalid or unenforceable, both parties shall bear the right to terminate this lease by giving the other party written notice of its intention to terminate. However, such written notice shall be given within 10 days of the date that it is known by the party acting to terminate the lease that a material provision is determined to be invalid or unenforceable. A portion or provision of this agreement that is not material shall to any extent be held invalid or unenforceable, or if a material provision or portion thereof is held invalid or unenforceable and neither party exercises its right to terminate this lease, the remainder of this agreement or the application of such portion or provision in circumstances other than those as to which it is

held invalid and unenforceable shall not be affected thereby, and each portion and provision of this agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

31. SERVICE OF NOTICE

Notices hereunder shall be in writing signed by the party serving the same and shall be sent by Registered or Certified U.S. Mail, Return Receipt Requested, postage prepaid, and

(a) if intended for Landlord, shall be addressed to:

Marina View Investments
Attention: Gary Laeyendecker
130 Main Street, Suite 204
Menasha, WI 54952

(b) if intended for Tenant, shall be addressed to:

City of Menasha
Jeffrey S. Brandt
City Attorney
140 Main St.
Menasha, WI 54952

or to such other address as either party may have furnished to the other from time to time as a place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time said notice is deposited in the U.S. Mail, unless otherwise provided herein.

32. SURVIVAL OF LEASE COVENANTS

The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors or assigns, and shall run with the land.

33. HEADINGS

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

34. RIGHT OF FIRST REFUSAL

In the event that Landlord receives an offer to purchase the Retail Building, which the Landlord in good faith desires to accept, Landlord shall first offer to sell to Tenant the office building upon the same terms and conditions as were proposed by the third party presenting the offer to purchase. Tenant shall exercise its right of first refusal within thirty (30) days of the date in which it receives notice from Landlord of the offer to purchase, time being of the essence. In the event that Tenant elects to purchase the Retail Building, the closing of the sale of the premises shall take place within sixty (60) days after the Tenant has given the Landlord notice of its intention to purchase said real property. In the event that Tenant does not exercise its right of first refusal or fails to do so in a timely fashion, Landlord shall be entitled to complete the sale of the Retail Building upon the terms and conditions of the offer to purchase that was submitted to the Tenant or upon other terms provided that such terms are no more favorable from Tenant's standpoint as those set forth in the offer to purchase. The Tenant's right of first refusal shall be reinstated in the event that

the Landlord fails to close the sale of the Retail Building within six months after the date of the offer to purchase.

35. ENTIRE AGREEMENT

This lease contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. No representation or warranties, express or implied, are made or agreed to be made by any party hereto, except those specifically provided herein. All prior negotiations, statements, representations, warranties and agreements, if any, pertaining to any or all of the details of this lease are hereby superseded and terminated by this lease, which constitutes the entire agreement of the parties.

36. MISCELLANEOUS

- (a) Binding Agreement. This agreement shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, heirs, and personal representatives, except as otherwise expressly provided herein.
- (b) Waiver, Change or Modification. This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- (c) Applicable Law. The parties agree that this agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Tenant and Landlord have executed this instrument as of the date first set forth above:

Landlord: Marina View Investments

By: _____
Gary Laeyendecker, Owner

Tenant: City of Menasha

By: _____
Jeffrey S. Brandt, City Attorney

LEASE AGREEMENT

This is a lease entered into on [REDACTED] between Morton Martin I LLC and Dumke and Associates, LLC a Wisconsin limited liability company, hereinafter referred to as "Landlord", and City of Menasha , a Wisconsin municipality hereinafter referred to as "Tenant".

The Landlord, in consideration of the covenants and agreements of the Tenant, hereby leases to the Tenant, and the Tenant does hereby rent from the Landlord, the premises described below, for the period, at the rental and upon the terms and conditions set forth in this instrument.

1. DESCRIPTION

The leased premises shall consist of approximately 2770 square feet located in the Center Section of the multi-tenant office building located at 316 Racine Street in Menasha, Wisconsin (the "Leased Premises"). In addition, tenant shall have shared access sidewalks, parking lots, entryways and lawn areas.

2. TERM

- (a) **Original Term.** The term of this Lease Agreement shall commence on [REDACTED], 2008 and end two years thereafter. Tenant to provide a written 120 day notice prior to vacating the building and ending the lease.
- (b) **Renewal Term.** Provided that Tenant is not in default under this Lease at the time Tenant exercises its option to renew, Tenant shall have the right to renew the term of this Lease for one, additional two-year term. The renewal terms shall commence on the first day following the end of the original term of the Lease and shall end two years thereafter. The renewal term shall be on the same terms and conditions as set forth in this Lease. Tenant shall exercise its right to renew the term of the Lease by giving Landlord written notice of its intention to renew. Such notice shall be given to Landlord at

least 120 days prior to the end of the term of the Lease, time being of the essence.

3. RENTAL

- (a) For the first two year term of the lease, Tenant shall pay rental in an amount equal to \$7.90 per square foot leased by Tenant within the Leased Premise per year. Rents for the second two year term of the lease of the Office Building shall be increased by three (3) percent per year of the previous two year term rental rate. Rental shall be payable in advance on the first day of each month. The amount of the monthly payments shall be one-twelfth of the annual rental for the demised premises. No security deposit shall be required for this lease.

- (b) In addition to the rental provided for above, Tenant shall pay a proportionate share of the real property taxes and assessments against the real property upon which the Leased Premises are located as provided in §6 of this lease, a proportionate share of the fire and casualty insurance premiums for the insurance covering the Office Building as provided in §8 of this lease.

4. USE AND OCCUPANCY

Tenant shall use and occupy the leased premises in a careful, safe and proper manner, and will not occupy or use said premises or permit the same to be occupied or used for any purpose or business which is unlawful and will comply with all lawful requirements of all valid laws, ordinances, rules and regulations of all governmental authorities pertaining to the use and occupancy of the leased premises.

5. IMPROVEMENTS PRIOR TO OCCUPANCY

- (a) At its cost, Tenant shall be responsible for all improvement to the Leased Premises. Tenant shall have the right to enter the leased premises prior to the lease commencement date for the sole purpose of commencing the completion of said improvements to be completed by the Tenant; such entry shall be arranged with the Landlord to provide Tenant the maximum time possible to complete Tenant's build-out. This permitted early entry by Tenant shall be without cost, but Landlord reserves the right to require that Tenant verify that Tenant or Tenant's contractors or both have adequate liability insurance.

Landlord shall have the right to review all construction plans and drawings. Landlord shall have three business days after the receipt of such construction plans or drawings in which to object to any of the contents thereof. Such objection shall be in writing addressed to the Tenant.

6. TAXES, ASSESSMENTS AND OTHER CHARGES

- (a) Tenant shall be responsible for and shall pay a portion or all real property taxes and assessments against the Leased Premises ("Taxes"). The share of Taxes that Tenant shall be obligated to pay shall be the proportionate share of Taxes equal to the percentage of square footage leased by Tenant to the total of all lease able square footage in the entire Office Building. Tenant shall pay its share of the taxes when and as the Taxes are assessed.
- (b) At Tenant's request, Landlord shall provide Tenant with a copy of all billings reflecting the Taxes and a copy of all

calculations made by Landlord concerning Tenant's share of the Taxes. Tenant shall also pay to the appropriate governmental agencies all personal property taxes, assessments, impositions or other claims or charges which may arise as a consequence of the tenant's property maintained upon the Leased Premises.

7. **INSURANCE**

- (a) **Insurance by Landlord.** Landlord shall maintain, during the term of the lease a comprehensive general public liability insurance covering the building and grounds (excluding property owned by tenant) with a combined single limit of \$1,000,000.00 for injury or death of person and loss of or damage to property. The name on all policies of insurance maintained by Landlord shall be the Landlord, and if required, any mortgagee or creditors of Landlord. Cost of all insurance maintained by Landlord shall be borne by Tenant.
- (b) **Insurance by Tenant.** Tenant shall maintain during the term of this lease and at Tenant's cost, the following insurance:
- (i) comprehensive general public liability insurance in which the Tenant shall be named the insured and Landlord named as additional insured, combined single limit of liability, for bodily injury or death occurring on, in, or about the leased premises in the amount of \$1,000,000.00 with respect to bodily injury or death; and
 - (ii) Insurance upon all property and leasehold improvements situated in the Premises by the Tenant, or for which the Tenant is legally liable, and on fixtures and improvements installed in the Leased Premises by or on behalf of the Tenant.
- (c) **Waiver.** Each party hereby waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectable insurance policies

to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by applicable insurance policies.

8. FIRE INSURANCE, LOSS AND DAMAGE

- (a) Landlord shall, during the entire term hereof, procure and keep in full force and effect, fire, vandalism, and other hazards insurance covering the basic building structure and common areas of leased premises in an amount equal to 100% of its full replacement value as determined by appraisals by reputable insurers, made from time to time.
- (b) Tenant shall reimburse Landlord for its proportionate share of the premium for such policy of insurance. Tenant's share of the insurance premium shall be equal to the percentage of square footage leased by Tenant to the total of all leaseable square footage in the entire Office Building. At Tenant's request, Landlord shall provide Tenant with a copy of all premium statements and a copy of all calculations made by Landlord concerning Tenant's share of the insurance premiums. Landlord shall not be liable for any damage to property of Tenant or of others located on the Leased Premises, nor for the loss or damage to Tenant's leasehold improvements nor to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to Tenant's leasehold improvements, persons or property whatsoever resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or snow or leaks from any part of the leased premises or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause whatsoever. Landlord shall not be liable for any damage caused by other tenants or persons in the leased premises, occupants of adjacent property or caused by

operators in construction of any private, public or quasi-public work. All property of Tenant and others kept or stored on the leased premises shall be so kept stored at the sole risk of Tenant only and Tenant shall defend, indemnify and hold Landlord harmless from any and all claims arising out of damage to same and to the demised premises, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross negligence of Landlord.

9. UTILITIES

Tenant shall pay as and when due all charges made against the premises for heat, air conditioning, electricity, water and sewage to the Leased Premises.

10. MAINTENANCE OF PREMISES

- (a) During the term of this Lease, Landlord shall maintain in good condition the Office Building, common areas and the Leased Premises, including but not limited to the interior and exterior of the Office Building occupied by Tenant, maintenance of the roof to the Office Building, all windows, doors and openings, all electrical, heating, plumbing, air conditioning and other systems installed within the building, paved parking area, shrubbery, planting, flood lights, and all other accessories, appurtenances and related equipment. In addition, Landlord shall keep the building and all common areas in a clean, safe and healthy condition according to the ordinances and directions of the proper public authority. Landlord further agrees to keep the parking lot and any sidewalks and entry ways adjoining the premises at all times free and clear of ice, snow and other obstructions and hazards.

Tenant shall be responsible for and shall pay a portion of all maintenance and repair costs relating to the Leased Premises. Maintenance and Repair Costs shall include all reasonable

costs of operating and maintaining the Common Area and shall include, all costs and expenses of lighting, cleaning, painting, removing snow, ice and debris, lawn cutting, fertilizing, utilities used in the operation of the Common, lawn sprinkling

The share of the Maintenance and Repair Costs that Tenant shall be obligated to pay shall be the proportionate share of Maintenance and Repair Costs equal to the percentage of square footage leased by Tenant to the total of all leaseable square footage in the entire Office Building. For purposes of such calculation, common areas within the Office Building shall be excluded from leaseable square footage within the Office Building. Tenant shall pay its share of the Maintenance and Repair Costs when and as the Maintenance and Repair Costs are incurred.

Landlord will provide a cap on increases in controllable Maintenance and Repair Costs not to exceed 5% of the prior year's expense. Controllable Maintenance and Repair Costs would be those, which are reasonably controllable by Landlord, and would specifically exclude real estate taxes, insurance, snow removal and utilities.

Replacement of major mechanical and structural components when it becomes necessary such as the HVAC system (including compressor) and the roof shall not be part of maintenance and repair costs and will be the financial responsibility of the Landlord.

- b. Tenant shall keep the Leased Premises in a safe, clean and healthy condition according to the ordinances and directions of the proper public authorities. Tenant shall be responsible for

designating and procuring cleaning and janitorial services and shall be responsible for the payment of all cleaning and janitorial costs with respect to the premises demised to Tenant hereunder.

11. ALTERATIONS

During the term of this Lease, Tenant may not make alterations, additions and improvements to the Leased Premises without the prior written consent of Landlord, whose consent shall not be unreasonably withheld. All such alterations or additions shall be performed at the expense of Tenant, in workmanlike manner, and Tenant covenants and agrees not to create, or suffer others to create, any lien or obligation against the premises or Landlord by reason of the alterations or additions so authorized, and further, to hold Landlord harmless of and from any and all claims and demands of third persons including Landlord's Attorneys fees in any manner relating to or arising out of such work including the initial improvements to the demised premises as contemplated in §4 of this lease; provided, however, that Tenant shall have the right to dispute in good faith any obligation or lien arising as a consequence of such alterations, additions and improvements and Tenant promptly satisfies the same in the event that it is determined that Tenant is in fact obligated to pay on such lien or obligation. All alterations or additions so made by Tenant shall become part of the realty, and as a consequence of which Tenant, upon expiration of the demised term or cancellation thereof, shall not have the right to remove the same. If Tenant installs any electrical equipment which overloads the electrical facilities, it shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction, but no such changes shall be made by the Tenant until

it first submits to the Landlord plans and specifications for the proposed work and obtains the Landlord's written approval to perform same.

12. DESTRUCTION OF PREMISES

In the event of a partial destruction of the Leased Premises during the term from any cause, Landlord shall provide Tenant with notice of its intention to repair the demised premises within five days of the date of the parties' destruction and the time period within which the repairs shall take. In such event, Landlord shall forthwith repair the same, provided the repairs can be made within sixty (60) days under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Tenant in the premises. If the repairs cannot be made in the specified time, Landlord may, at Landlord's option, make repairs within a reasonable time, this Lease continuing in full force and effect and the rent to be proportionately abated as previously set forth in this section. In the event that Landlord does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this Lease may be terminated at the option of either party. In the event of any partial destruction that Landlord is obligated to repair or may elect to repair under the terms of this paragraph, Landlord shall proceed to complete such repairs as quickly as

may be practical under the circumstances, and Tenant waives any right to make repairs at the expense of Landlord. Should the Leased Premises be destroyed to the extent of more than fifty (50%) percent of the replacement cost thereof, this Lease shall be terminated at the option of either party.

In the event that repairs are made and the lease shall continue, Landlord shall apprise the Tenant on a periodic bases of the status of the reconstruction of the leased premises. Tenant and Landlord shall cooperate in the process of completing the repairs to the premises.

13. LIENS

Neither party shall do any act to cause any lien to be filed against the Leased Premises, or any part thereof. If any such lien attaches to the premises and is not discharged or released within sixty (60) days from the date of attachment, the other party may, at its option, pay to the lien claimant the amount of such lien and shall immediately thereafter notify the other party of such payment, in which event the amount shall be immediately due and payable by Landlord to Tenant or by Tenant to Landlord, as appropriate, and shall bear interest at the rate of twelve (12%) percent per annum, provided, however, that if the party in the first instance responsible for payment of the indebtedness desires to contest said indebtedness or said lien, such party shall furnish to the other party to this Lease a bond written by a surety company licensed to do business in the State of Wisconsin or other security satisfactory to the other party to this Lease for an amount equal to the amount of the lien for the protection of the said other party against all loss or expense on account of such asserted lien during the period of the contest.

Nothing contained in this lease shall prohibit either party from contesting in good faith any lien. However, in the event that a final, non-appeal able order, decree or finding is made that a lien is in fact

appropriate, such lien shall be promptly satisfied by the party responsible for its creation.

14. SIGNS

Tenant shall have the right at its own expense to install a sign or signs upon the exterior of the leased premises. The design, construction and location of such signs shall be subject to the prior, written approval of Landlord, whose approval shall not be withheld unreasonably. Tenant shall bear all costs and expenses of the manufacturer, installation and maintenance of such signs. Tenant has the right to approve final plans for the sign. The cost to add tenant to marquee-type sign will be at the tenant's expense.

15. SURRENDER OF PREMISES

Tenant will deliver up and surrender possession of the Leased Premises including any and all leasehold improvements to the Leased Premises to Landlord upon the expiration of this Lease, and any renewal or extension hereof, or upon its termination in any way, in a good and substantial state of repair, reasonable wear and tear and damage by fire or other insured casualty, or from other causes beyond Tenant's control, excepted.

16. INDEMNIFICATION

The Landlord and Tenant each agree to indemnify and hold each other harmless from and against all claims, damages, costs and expenses, including reasonable attorneys fees, in any manner arising out of or in connection with the conduct of their respective businesses in the building and premises, their respective breaches or default in the performance of any covenant or agreement contained in this lease (excepting damages to

the other party arising from the failure to perform any covenant or agreement contained in this lease), or their negligence or the negligence of their agents, employees, concessionaires, licenses, customers or invitees.

17. PARKING

At no additional cost to Tenant, Tenant shall be provided with parking spaces in the parking lots located upon the site of the Leased Premises, including those parking spaces located closest to the entrance to the building occupied by Tenant. Notwithstanding the foregoing, Landlord shall have the right to designate the parking spaces that Tenant shall have the right to utilize.

Landlord and Tenant both acknowledge that parking is a critical part of the lease terms. Landlord further agrees that to the extent that there is available general parking because of the existence of unrented and unoccupied building space, Tenant shall be permitted to use this available parking without additional cost. Tenant understands that as the spaces become designated because of Landlord leasing the unoccupied portions of the Office Building that Tenant will give up the right to use the parking spaces allocated to a new tenant.

18. WARRANTY OF TITLE BY LANDLORD

Landlord hereby warrants, represents and covenants to the Tenant that, at the time of the execution by Landlord of this Lease and until this Lease or other instrument giving constructive notice of this Lease is recorded:

- (a) Landlord is the sole owner in fee simple absolute of the Leased Premises.
- (b) Landlord will defend the title of the leased premises and will indemnify Tenant against any damage or expense which Tenant may suffer by reason of any lien, encumbrance, restriction or defect in the title or description herein of the premises; and

- (c) Landlord has full right and power to execute this agreement and to lease the Leased Premises for the term provided in this Lease.

19. QUIET ENJOYMENT

Landlord hereby covenants and agrees with Tenant that if Tenant shall perform all of the covenants and agreements herein agreed to be performed on its part, Tenant shall, at all times during the term hereof or any renewal term, have the peaceable and quiet enjoyment and possession of the leased premises without any manner of let or hindrance from Landlord or any person or persons lawfully claiming said premises. Tenant's right under this section shall continue regardless of whether the demised premises are conveyed by Landlord to a new property owner or title to the leased premises are transferred pursuant to a foreclosure, insolvency or bankruptcy proceeding.

20. LATE PAYMENTS

Any late or unpaid payment of any sort due from Tenant under this Lease shall bear interest of twelve (12%) per annum provided Landlord serves Less ten (10) days' notice to cure any late payment. Interest shall commence ten (10) days from Landlord's Notice. This interest shall be in addition to the \$25.00 late payment processing fee set forth in §3 above. Tenant shall not be considered late as to any payment for a period of ten (10) days following the due date of such payment.

21. APPROPRIATION

If all of the leased premises shall be appropriated or condemned by any public or quasi-public authority in the exercise of its right of condemnation or eminent domain, this Lease shall terminate as of the time when possession shall be required by such public or quasi-public authority.

Notwithstanding the termination of this Lease, both Landlord and Tenant shall have the right to prosecute their claim for an award from such authority.

22. SUBORDINATION AND NON-DISTURBANCE

The Lease shall be subject and subordinate to the lien of any mortgage which the Landlord has placed or may place upon the premises and to all terms, conditions and provisions thereof, to all advances made, and to any renewal, extensions, modifications or replacement thereof.

23. ACCESS TO PREMISES BY LANDLORD

Landlord shall have access to the leased premises at all reasonable hours and upon reasonable notice during the original term of this Lease and any renewal terms for the purpose of examining the same; provided, however, that Landlord shall not interfere in any way with the business operation of Tenant. In the event that, in exercising its rights under this section, Landlord gains access to confidential and proprietary information of Tenant, Landlord shall execute a confidentiality agreement containing reasonable terms upon request by Tenant.

24. ASSIGNMENT AND SUBLETTING BY TENANT

Tenant shall have the right to assign this Lease or let or sublet the whole or any part of the leased premises provided that Landlord provides its prior written approval of such sublease or, assignment, whose consent shall not be withheld unreasonably.

25. ASSIGNMENT BY LANDLORD

Landlord shall have the right to transfer, assign and convey in whole or in part, any and all of the rights of Landlord in and to the leased premises and under this Agreement.

26. NON-WAIVER

The failure of Landlord or Tenant to insist on a strict performance of any of the terms and conditions by reason of the violation of any of the covenants in this Lease to be performed by the Tenant or Landlord shall not be construed as a waiver of the rights of the Landlord or Tenant to exercise any such rights as to any subsequent breach or default in any such covenants, or as a waiver of any of the rights given to the Landlord or Tenant by reason of the violation of any of the other covenants of this Lease.

27. HOLDING OVER

In the event Tenant remains in possession of the leased premises after the expiration of this Lease and without the execution of a new lease, Tenant shall be deemed to be occupying the leased premises as a tenant from month to month at a rental equal to the monthly rental provided for herein as if this lease had been renewed and otherwise subject to all the conditions provisions and obligations of this lease insofar as they are applicable to month to month tenancy.

28. OFFSET RIGHTS

If the Landlord breaches any of its representations under this Lease or otherwise fails to perform any of its obligations under the Lease and notice has been given to the Landlord of such default and the Landlord has failed to remedy the same within a reasonable period of time, then the Tenant may, in addition to any other remedies available under the Lease, cure such default. In the event that the Tenant cures such default, then the Tenant shall be entitled to offset the cost of curing the Landlord's default against the rents owing until such time that the Tenant is fully reimbursed for the cured costs.

29. CONSTRUCTION OF LEASE

Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Wherever used herein, the words "Landlord" and "Tenant" shall be deemed to include the heirs, personal representatives, successors, sublessees and assigns of said parties, unless the context excludes such construction.

30. INVALIDITY OF PROVISIONS

In the event that any material provision of this lease is held invalid or unenforceable, both parties shall bear the right to terminate this lease by giving the other party written notice of its intention to terminate. However, such written notice shall be given within 10 days of the date that it is known by the party acting to terminate the lease that a material provision is determined to be invalid or unenforceable. A portion or provision of this agreement that is not material shall to any extent be held invalid or unenforceable, or if a material provision or portion thereof is held invalid or unenforceable and neither party exercises its right to terminate this lease, the remainder of this agreement or the application of such portion or provision in circumstances other than those as to which it is held invalid and unenforceable shall not be affected thereby, and each portion and provision of this agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

31. SERVICE OF NOTICE

Notices hereunder shall be in writing signed by the party serving the same and shall be sent by Registered or Certified U.S. Mail, Return Receipt Requested, postage prepaid, and

(a) if intended for Landlord, shall be addressed to:

Dumke Management
Attention: Denise Markee
222 Ohio Street

Oshkosh, WI 54902

- (b) if intended for Tenant, shall be addressed to:

City of Menasha
Jeffrey S. Brandt
City Attorney
140 Main St.
Menasha, WI 54952

or to such other address as either party may have furnished to the other from time to time as a place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time said notice is deposited in the U.S. Mail, unless otherwise provided herein.

32. SURVIVAL OF LEASE COVENANTS

The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors or assigns, and shall run with the land.

33. HEADINGS

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

34. RIGHT OF FIRST REFUSAL

In the event that Landlord receives an offer to purchase the Retail Building, which the Landlord in good faith desires to accept, Landlord shall first offer to sell to Tenant the office building upon the same terms and conditions as were proposed by the third party presenting the offer to purchase. Tenant shall exercise its right of first refusal within thirty (30) days of the date in which it receives notice from Landlord of the offer to purchase, time being of the essence. In the event that Tenant elects to purchase the Retail Building, the closing of the sale of the premises shall take place within sixty (60) days after the Tenant has given the Landlord notice of its intention to purchase said real property. In the event that Tenant does not exercise its right of first refusal or fails to do so in a timely fashion, Landlord shall be entitled to complete the sale of the Retail Building upon the terms and conditions of the offer to purchase that was submitted to the Tenant or upon other terms provided that such terms are no more favorable from Tenant's standpoint as those set forth in the offer to purchase. The Tenant's right of first refusal shall be reinstated in the event that the Landlord fails to close the sale of the Retail Building within six months after the date of the offer to purchase.

35. ENTIRE AGREEMENT

This lease contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. No representation or warranties, express or implied, are made or agreed to be made by any party hereto, except those

specifically provided herein. All prior negotiations, statements, representations, warranties and agreements, if any, pertaining to any or all of the details of this lease are hereby superseded and terminated by this lease, which constitutes the entire agreement of the parties.

36. MISCELLANEOUS

- (a) Binding Agreement. This agreement shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, heirs, and personal representatives, except as otherwise expressly provided herein.
- (b) Waiver, Change or Modification. This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- (c) Applicable Law. The parties agree that this agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Tenant and Landlord have executed this instrument as of the date first set forth above:

Landlord: Dumke and Associates LLC

By: _____

Andrew J. Dumke, Managing Member

Morton Martin I LLC

By: _____
Thomas F. Martin, Managing Member

Tenant: City of Menasha

By: _____
Jeffrey S. Brandt, City Attorney

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 1/23/08-1/31/08 Checks # 15521-15695	\$ 660,402.39
Payroll Checks for 1/24/08-1/31/08 Checks # 36685-36903	<u>146,996.01</u>
Total	\$ 807,398.40

**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.

Menasha Employees Credit Union-Employee Deductions

Menasha Employees Local 1035-Union Dues

Menasha Employees Local 1035B-Union Dues

Wisconsin Support Collections-Child/Spousal Support

United Way-Employee Donations

AMT-Garnishments

Date: Wednesday, January 23, 2008
 Time: 08:54AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 1 of 2
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02628 JOSEPH BONGERS	01202008	31100	55	06-101-316	4.19	PROGRAM SUPPLIES
	01192008	31100	55	06-101-331	5.25	MILEAGE REIMBURSEMENT
	Check Date 1/23/2008	Check Nbr	015521		Check Total:	9.44
03265 CENTER POINT LARGE PRINT	689693	31100	55	06-101-314	38.94	LIBRARY MATERIALS
		Check Date 1/23/2008	Check Nbr	015522	Check Total:	38.94
06501 FOX RIVER NEWS DISTRIBUTORS	01202008	31100	55	06-101-314	243.10	LIBRARY MATERIALS
		Check Date 1/23/2008	Check Nbr	015523	Check Total:	243.10
07110 GAYLORD BROTHERS INC	1119365	31100	55	06-101-300	337.55	DEPARTMENT SUPPLIES
		Check Date 1/23/2008	Check Nbr	015524	Check Total:	337.55
08332 LINDA HERNANDEZ	01202008	31100	55	06-101-205	100.00	PROGRAM
		Check Date 1/23/2008	Check Nbr	015525	Check Total:	100.00
08395 HIGHSMITH COMPANY INC	1289883-001	31100	55	06-101-300	86.27	DEPARTMENT SUPPLIES
		Check Date 1/23/2008	Check Nbr	015526	Check Total:	86.27
11226 DIANE KOHL	01202008	31100	55	06-101-314	36.95	LIBRARY MATERIALS
		Check Date 1/23/2008	Check Nbr	015527	Check Total:	36.95
12510 MARGE LOCH-WOUTERS	01202008	31100	55	06-101-332	180.00	REGISTRATION REIMBURSEMENT
		Check Date 1/23/2008	Check Nbr	015528	Check Total:	180.00
13294 ADAM MECKLER	01202008	31100	55	06-101-205	200.00	PROGRAM
		Check Date 1/23/2008	Check Nbr	015529	Check Total:	200.00

Date: Wednesday, January 23, 2008
 Time: 08:54AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 2 of 2
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13675 MINITEX-CPP	48509	31100	55	06-101-300	1,136.00	DEPARTMENT SUPPLIES
	Check Date 1/23/2008	Check Nbr	015530		Check Total:	1,136.00
16065 JASON PAMENTER	01202008	31100	55	06-101-205	100.00	PROGRAM
	Check Date 1/23/2008	Check Nbr	015531		Check Total:	100.00
19019 TASHA SAECKER	01202008	31100	55	06-101-320	247.00	ALA MEMBERSHIP DUES
	Check Date 1/23/2008	Check Nbr	015532		Check Total:	247.00
19140 SCHARPF'S OFFICE PRODUCTS INC	381225	31100	55	06-101-310	198.41	OFFICE SUPPLIES
	381163	31100	55	06-101-310	117.20	OFFICE SUPPLIES
	Check Date 1/23/2008	Check Nbr	015533		Check Total:	315.61
22160 VALUE LINE PUBLISHING INC		31100	55	06-101-314	798.00	LIBRARY MATERIALS
	Check Date 1/23/2008	Check Nbr	015534		Check Total:	798.00
23197 DIANE WHIPP	01202008	31100	55	06-101-205	100.00	PROGRAM
	Check Date 1/23/2008	Check Nbr	015535		Check Total:	100.00
23286 WINNEFOX AUTOMATED LIBRARY	968	31100	55	06-101-250	73,975.16	ANNUAL OPERATIONS EXPENDITURE
	Check Date 1/23/2008	Check Nbr	015536		Check Total:	73,975.16
23430 WISCONSIN LIBRARY ASSOCIATION	01202008	31100	55	06-101-320	131.00	WLA MEMBERSHIP DUES
	Check Date 1/23/2008	Check Nbr	015537		Check Total:	131.00
Grand Total:					78,035.02	

Date: Wednesday, January 23, 2008
 Time: 08:56AM
 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
01053 ACCENT BUSINESS SOLUTIONS INC	209463	31100	55	06-101-315	850.00	COPIER COIN OP PURCHASE
	Check Date 1/23/2008	Check Nbr	015538		Check Total: 850.00	
01160 ALLIANCE ENTERTAINMENT CORP	PJB29851615	31100	55	06-101-314	41.20	LIBRARY MATERIALS
	PJB29708947	31100	55	06-101-314	158.91	LIBRARY MATERIALS
	PJB29532713	31100	55	06-101-314	246.95	LIBRARY MATERIALS
	Check Date 1/23/2008	Check Nbr	015539		Check Total: 447.06	
02115 BAKER & TAYLOR INC	H203527CM	31100	55	06-101-314	-25.19	CREDIT MEMO
	5008425972	31100	55	06-101-314	426.59	LIBRARY MATERIALS
	5008469981	31100	55	06-101-314	165.20	LIBRARY MATERIALS
	2019885930	31100	55	06-101-314	503.74	LIBRARY MATERIALS
	2019891300	31100	55	06-101-314	628.58	LIBRARY MATERIALS
	2019899726	31100	55	06-101-314	495.73	LIBRARY MATERIALS
	2019908041	31100	55	06-101-314	528.22	LIBRARY MATERIALS
	2019927318	31100	55	06-101-314	263.21	LIBRARY MATERIALS
	2019951576	31100	55	06-101-314	251.77	LIBRARY MATERIALS
	2019952011	31100	55	06-101-314	308.64	LIBRARY MATERIALS
	2019961991	31100	55	06-101-314	751.93	LIBRARY MATERIALS
	2019979600	31100	55	06-101-314	195.33	LIBRARY MATERIALS
	2020002691	31100	55	06-101-314	313.78	LIBRARY MATERIALS
	2020020443	31100	55	06-101-314	1,056.46	LIBRARY MATERIALS
	2020027563	31100	55	06-101-314	1,374.66	LIBRARY MATERIALS
	2020059212	31100	55	06-101-314	350.11	LIBRARY MATERIALS
	2020036980	31100	55	06-101-314	243.02	LIBRARY MATERIALS
	2020076439	31100	55	06-101-314	329.51	LIBRARY MATERIALS
	2020106389	31100	55	06-101-314	415.42	LIBRARY MATERIALS
	H17761070	31100	55	06-101-314	117.23	LIBRARY MATERIALS
	H17761071	31100	55	06-101-314	62.61	LIBRARY MATERIALS
	H17761072	31100	55	06-101-314	86.37	LIBRARY MATERIALS
	H18070910	31100	55	06-101-314	42.40	LIBRARY MATERIALS
	H18070911	31100	55	06-101-314	43.18	LIBRARY MATERIALS

Date: Wednesday, January 23, 2008
Time: 08:56AM
User: MGRIESBACH

CITY OF MENASHA

Page: 2 of 7
Report: 03630Alt.rpt
Company: 31100

Check Register - w/Alternate Description

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
	H18916820	31100	55	06-101-314	89.90	LIBRARY MATERIALS
	H18837340	31100	55	06-101-314	122.34	LIBRARY MATERIALS
	H18837341	31100	55	06-101-314	1,206.63	LIBRARY MATERIALS
	H18837342	31100	55	06-101-314	20.84	LIBRARY MATERIALS
	H19355670	31100	55	06-101-314	10.78	LIBRARY MATERIALS
	H19558810	31100	55	06-101-314	17.96	LIBRARY MATERIALS
	H19802710	31100	55	06-101-314	21.59	LIBRARY MATERIALS
	H19802711	31100	55	06-101-314	14.39	LIBRARY MATERIALS
	H20373150	31100	55	06-101-314	143.91	LIBRARY MATERIALS
	H20373151	31100	55	06-101-314	19.41	LIBRARY MATERIALS
	H20373152	31100	55	06-101-314	20.87	LIBRARY MATERIALS
	H20856940	31100	55	06-101-314	2,029.69	LIBRARY MATERIALS
	H20856941	31100	55	06-101-314	43.18	LIBRARY MATERIALS
	H20856990	31100	55	06-101-314	310.08	LIBRARY MATERIALS
	H20611780	31100	55	06-101-314	97.16	LIBRARY MATERIALS
	H20958550	31100	55	06-101-314	79.13	LIBRARY MATERIALS
	H21337810	31100	55	06-101-314	28.07	LIBRARY MATERIALS
	H21636570	31100	55	06-101-314	28.72	LIBRARY MATERIALS
	H21773680	31100	55	06-101-314	79.10	LIBRARY MATERIALS
	H21773681	31100	55	06-101-314	17.96	LIBRARY MATERIALS
	H22380010	31100	55	06-101-314	71.99	LIBRARY MATERIALS
	2020160959	31100	55	06-101-314	227.81	LIBRARY MATERIALS
Check Date	1/23/2008	Check Nbr	015543	Check Total:	13,630.01	

Date: Wednesday, January 23, 2008
 Time: 08:56AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 3 of 7
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02635 BOOK WHOLESALERS INC	M121652A-CR	31100	55	06-101-314	-86.51	CREDIT MEMO
	M139423A	31100	55	06-101-314	226.73	LIBRARY MATERIALS
	M141388A	31100	55	06-101-314	89.21	LIBRARY MATERIALS
	M141389A	31100	55	06-101-314	36.57	LIBRARY MATERIALS
	M143902A	31100	55	06-101-314	115.04	LIBRARY MATERIALS
	M147933A	31100	55	06-101-314	222.70	LIBRARY MATERIALS
	M156362A	31100	55	06-101-314	170.85	LIBRARY MATERIALS
	M149102A	31100	55	06-101-314	231.65	LIBRARY MATERIALS
	M161835A	31100	55	06-101-314	58.35	LIBRARY MATERIALS
	M152277A	31100	55	06-101-314	372.36	LIBRARY MATERIALS
M154853A	31100	55	06-101-314	198.50	LIBRARY MATERIALS	
M162872A	31100	55	06-101-314	261.69	LIBRARY MATERIALS	
Check Date	1/23/2008	Check Nbr	015544		Check Total:	1,897.14
03266 CENGAGE LEARNING	84261191	31100	55	06-101-314	385.50	LIBRARY MATERIALS
	Check Date	1/23/2008	Check Nbr	015545		Check Total:
06520 FOX STAMP SIGN & SPECIALTY	147395	31100	55	06-101-300	173.00	DEPARTMENT SUPPLIES
	Check Date	1/23/2008	Check Nbr	015546		Check Total:

Date: Wednesday, January 23, 2008
 Time: 08:56AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 4 of 7
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
07044 GALE	15501949	31100	55	06-101-314	38.93	LIBRARY MATERIALS
	15506787	31100	55	06-101-314	288.55	LIBRARY MATERIALS
	15506785	31100	55	06-101-314	57.50	LIBRARY MATERIALS
	15506786	31100	55	06-101-314	19.46	LIBRARY MATERIALS
	15509316	31100	55	06-101-314	22.37	LIBRARY MATERIALS
	15515894	31100	55	06-101-314	27.16	LIBRARY MATERIALS
	15516056	31100	55	06-101-314	40.54	LIBRARY MATERIALS
	15517454	31100	55	06-101-314	33.95	LIBRARY MATERIALS
	15522872	31100	55	06-101-314	55.12	LIBRARY MATERIALS
	15538475	31100	55	06-101-314	33.95	LIBRARY MATERIALS
15513485RI	31100	55	06-101-314	161.28	LIBRARY MATERIALS	
Check Date	1/23/2008	Check Nbr	015547	Check Total:	778.81	
08395 HIGHSMITH COMPANY INC	1264013-001	31100	55	06-101-300	22.14	DEPARTMENT SUPPLIES
	1272744-001	31100	55	06-101-316	88.88	PROGRAM SUPPLIES
Check Date	1/23/2008	Check Nbr	015548	Check Total:	111.02	
09113 INFOBASE PUBLISHING	545058	31100	55	06-101-314	72.23	LIBRARY MATERIALS
Check Date	1/23/2008	Check Nbr	015549	Check Total:	72.23	
09135 INGRAM LIBRARY SERVICES	33288641	31100	55	06-101-314	96.61	LIBRARY MATERIALS
	33548276	31100	55	06-101-314	136.13	LIBRARY MATERIALS
Check Date	1/23/2008	Check Nbr	015550	Check Total:	232.74	
11155 KITZ & PFEIL INC	1213140035	31100	55	06-101-240	2.33	BLDG. REPAIR & MAINTENANCE
	12-04-090021	31100	55	06-101-313	3.22	HOUSEKEEPING SUPPLIES
	12-19-140069	31100	55	06-101-313	3.98	HOUSEKEEPING SUPPLIES
	12-21-140082	31100	55	06-101-313	9.93	HOUSEKEEPING SUPPLIES
	12-31-140060	31100	55	06-101-313	14.59	HOUSEKEEPING SUPPLIES
Check Date	1/23/2008	Check Nbr	015551	Check Total:	34.05	

Date: Wednesday, January 23, 2008
 Time: 08:56AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 5 of 7
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
11290 K KRANSKI & SONS INC	16644	31100	55	06-101-240	175.00	BLDG. REPAIR & MAINTENANCE
	Check Date 1/23/2008	Check Nbr	015552		Check Total:	175.00
12001 KYOCERA MITA	12202007	31100	55	06-101-315	2,252.75	PHOTOCOPIER PURCHASE
	Check Date 1/23/2008	Check Nbr	015553		Check Total:	2,252.75
12510 MARGE LOCH-WOUTERS	12202007	31100	55	06-101-316	75.13	PROGRAM SUPPLIES
	12212007	31100	55	06-101-332	165.00	REGISTRATION REIMBURSEMENT
	12182007	31100	55	06-101-333	252.02	LODGING REIMBURSEMENT
	Check Date 1/23/2008	Check Nbr	015554		Check Total:	492.15
13710 MISTER ANDERSON'S COMPANY	105826	31100	55	06-101-314	506.37	LIBRARY MATERIALS
	Check Date 1/23/2008	Check Nbr	015555		Check Total:	506.37
14255 NEOPOST	43935535	31100	55	06-101-311	203.40	POSTAGE METER CONTRACT
	Check Date 1/23/2008	Check Nbr	015556		Check Total:	203.40
15045 OFFICE DEPOT CREDIT PLAN	142027992000	31100	55	06-101-300	55.98	DEPARTMENT SUPPLIES
	Check Date 1/23/2008	Check Nbr	015557		Check Total:	55.98
16112 PATTERN RESEARCH INC	12202007	31100	55	06-101-339	601.64	STAFF DEV WORKSHOP SPEAKER
	Check Date 1/23/2008	Check Nbr	015558		Check Total:	601.64
16300 PIGGLY WIGGLY #24	00232974	31100	55	06-101-316	22.14	PROGRAM SUPPLIES
	Check Date 1/23/2008	Check Nbr	015559		Check Total:	22.14
16390 POLK CITY DIRECTORIES	83383353	31100	55	06-101-314	458.50	LIBRARY MATERIALS
	Check Date 1/23/2008	Check Nbr	015560		Check Total:	458.50

Date: Wednesday, January 23, 2008
 Time: 08:56AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 6 of 7
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
18094 RANDOM HOUSE INC	1084169523	31100	55	06-101-314	167.20	LIBRARY MATERIALS
	1084209640	31100	55	06-101-314	72.00	LIBRARY MATERIALS
	1084235199	31100	55	06-101-314	44.00	LIBRARY MATERIALS
	1084246496	31100	55	06-101-314	80.00	LIBRARY MATERIALS
	1084276450	31100	55	06-101-314	18.71	LIBRARY MATERIALS
	108426452	31100	55	06-101-314	76.00	LIBRARY MATERIALS
	1084121192	31100	55	06-101-314	240.00	LIBRARY MATERIALS
	1084276451	31100	55	06-101-314	80.00	LIBRARY MATERIALS
Check Date	1/23/2008	Check Nbr	015561	Check Total:	777.91	
18460 ROSEN PUBLISHING GROUP	435833	31100	55	06-101-314	61.85	LIBRARY MATERIALS
	Check Date	1/23/2008	Check Nbr	015562	Check Total:	61.85
19159 KAREN SCHILLER	12202007	31100	55	06-101-314	20.25	LOST MATERIALS REFUND
	Check Date	1/23/2008	Check Nbr	015563	Check Total:	20.25
19456 SOUTHWEST WI LIBRARY SYSTEM	12202007	31100	55	06-101-314	10.00	LIBRARY MATERIALS
	Check Date	1/23/2008	Check Nbr	015564	Check Total:	10.00
21054 UNIQUE MANAGEMENT SERVICES INC	169759	31100	46	04-171-000	223.75	COLLECTION AGENCY FEES
	Check Date	1/23/2008	Check Nbr	015565	Check Total:	223.75
21240 US POSTAL SERVICE	12202008	31100	55	06-101-311	505.00	REPLENISH POSTAGE METER
	Check Date	1/23/2008	Check Nbr	015566	Check Total:	505.00
22160 VALUE LINE PUBLISHING INC	3764212	31100	55	06-101-314	269.00	SUBSCRIPTION RENEWAL
	Check Date	1/23/2008	Check Nbr	015567	Check Total:	269.00

Date: Wednesday, January 23, 2008
 Time: 08:56AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 7 of 7
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
23293 WINNEFOX LIBRARY SYSTEM	2868	31100	55	06-101-311	1,314.98	POSTAGE FEES
	2917	31100	55	06-101-311	780.50	POSTAGE FEES
	2898	31100	55	06-101-314	28.25	LIBRARY MATERIALS
Check Date	1/23/2008	Check Nbr	015568	Check Total:	2,123.73	
23391 WISCONSIN DEPARTMENT OF REVENUE	12202007	31100	46	04-172-000	41.97	SALES TAX
	Check Date	1/23/2008	Check Nbr	015569	Check Total:	41.97
23535 WORLD BOOK SCHOOL AND LIBRARY	WBE1351136	31100	55	06-101-314	1,327.00	LIBRARY MATERIALS
	Check Date	1/23/2008	Check Nbr	015570	Check Total:	1,327.00
Grand Total:					28,739.95	

Date: Thursday, January 24, 2008
 Time: 10:14AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 1 of 10
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
01075 ACCURATE SUSPENSION WAREHOUSE	7022261	31731	54	10-149-383	4.71	GOODYEAR HY-T BELT
	Check Date 1/24/2008	Check Nbr	015571		Check Total:	4.71
01210 AFFINITY OCCUPATIONAL HEALTH	213923	31100	51	02-105-215	107.50	PRE-PLACEMENT EXAM
	Check Date 1/24/2008	Check Nbr	015572		Check Total:	107.50
01315 AIRGAS NORTH CENTRAL	105385864	31100	55	07-202-204	26.97	ACETYLENE/ARGON/OXYGEN CYL
	105357454	31731	54	10-149-300	43.47	OXYGEN CYLINDERS
	105385865	31731	54	10-149-300	54.87	ACETYLENE/ARGON/OXYGEN CYL
	105362931	31731	54	10-149-242	62.99	ARGON LARGE CYL
	Check Date 1/24/2008	Check Nbr	015573		Check Total:	188.30
01615 AMERICAN PLANNING ASSOCIATION	095883-071202	31100	56	03-202-320	323.00	MEMBERSHIP DUES/JOURNAL PLANNG
	Check Date 1/24/2008	Check Nbr	015574		Check Total:	323.00
01695 SARA ANDERSON	012308	31100	46	04-177-000	34.00	CLASS CANCELLED
	Check Date 1/24/2008	Check Nbr	015575		Check Total:	34.00
02220 BATTERIES PLUS-502	502-223980	31731	54	10-149-310	17.76	BATTERIES
	Check Date 1/24/2008	Check Nbr	015576		Check Total:	17.76
02335 BECK ELECTRIC INC	E014	31731	54	10-149-240	351.41	RUN CIRCUIT FOR PRESSURE WASH
	Check Date 1/24/2008	Check Nbr	015577		Check Total:	351.41
02400 BERBEE INFORMATION NETWORKS	AP0701381	31100	51	04-109-214	600.00	PROGRAMMING SUPPORT
	Check Date 1/24/2008	Check Nbr	015578		Check Total:	600.00
02629 BOMSKI CONSTRUCTION &	011608	31263	56	03-207-701	3,400.00	CDBG REHAB PROGRAM
	Check Date 1/24/2008	Check Nbr	015579		Check Total:	3,400.00

Date: Thursday, January 24, 2008
 Time: 10:14AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 2 of 10
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02760 BROOKS TRACTOR	D85675	31201	54	10-301-300	130.87	MOTOR REPAIR
	Check Date 1/24/2008	Check Nbr	015580		Check Total:	130.87
03225 CB SUPPLY COMPANY INC	0134977-IN	31731	54	10-149-383	8.99	CONN LINK
	Check Date 1/24/2008	Check Nbr	015581		Check Total:	8.99
03418 HAN CHU	012108	31100	46	04-175-000	70.00	WEDDING CANCELLATION REFUND
	Check Date 1/24/2008	Check Nbr	015582		Check Total:	70.00
03585 COMMUNITY HOUSING COORDINATOR	98	31100	56	03-202-216	1,600.00	HOUSING PLAN JANUARY 2008
	Check Date 1/24/2008	Check Nbr	015583		Check Total:	1,600.00
03645 CONFIDENTIAL ASSISTANCE PROG	2008-07	31100	51	02-105-215	2,790.00	ANNUAL EAP BILLING
	Check Date 1/24/2008	Check Nbr	015584		Check Total:	2,790.00
03667 CONNECTING CULTURES INC	2263	31100	53	09-103-215	67.50	TRANSLATION THAO
	Check Date 1/24/2008	Check Nbr	015585		Check Total:	67.50

Date: Thursday, January 24, 2008
 Time: 10:14AM
 User: MGRIESBACH

CITY OF MENASHA

Page: 3 of 10
 Report: 03630Alt.rpt
 Company: 31100

Check Register - w/Alternate Description

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
05100 ELAN CARDMEMBER SERVICE	123107	31100	51	02-103-333	13.00	GROUND ROUND/TRAVEL MEAL/ATTY
	123107	31100	51	02-118-310	533.76	ID CARD SUPPLIES
	123107	31100	51	04-109-315	32.30	DVD CD ROM/PWF
	123107	31100	51	04-109-315	6,068.58	DISPLAYS FOR CITY HALL/POLICE
	123107	31100	51	10-115-310	225.34	TONER FOR CITY HALL
	123107	31100	52	08-101-300	-43.44	CREDIT FOR FRAUD
	123107	31100	52	08-101-300	-34.95	CREDIT FOR FRAUD
	123107	31100	52	08-101-310	180.38	TONER FOR POLICE
	123107	31100	52	08-101-310	114.56	LASER DRUM KITS/POLICE
	123107	31100	52	08-101-337	796.00	PERSONNEL EVALUATION
	123107	31100	53	09-102-300	68.75	AMER ACAD OF PEDI
	123107	31100	53	09-113-300	10.50	IMMUNIZATION COALITION
	123107	31731	54	10-149-310	57.28	LASER DRUM KITS/PWF
	123107	31100	55	06-101-240	223.60	WW GRAINGER
	123107	31100	55	06-101-240	-218.30	WW GRAINGER
	123107	31100	55	06-101-316	93.89	US TOY/COASTR PLAYTHING
	123107	31100	55	06-101-316	77.66	RHODE ISLAND NOVELTY
	123107	31100	55	07-201-320	135.00	WIS PARK&REC/RECERTIFICTION
	123107	31100	56	03-202-214	19.95	REMOTE ACCESS GOVERN TECH
	010108	31100	51	04-109-310	23.32	CLOCK
	010108	31100	51	10-115-310	101.93	TONER
	010108	31100	51	10-115-313	90.00	WATER RIGHT SERVICE
	010108	31100	52	08-101-193	43.47	GALL'S
	010108	31100	52	08-101-310	254.95	TONER
	010108	31100	52	08-101-315	143.40	GALL'S
	010108	31100	52	08-101-320	120.00	INTL ASSN CHIEFS
	010108	31100	55	06-101-300	36.68	SHOPKO/LIBRARY
	010108	31100	55	06-101-300	51.95	SHOPKO/LIBRARY
	010108	31100	55	06-101-310	101.96	TONER
	010108	31100	55	06-101-311	100.87	USPS/LIBRARY
Check Date	1/24/2008	Check Nbr	015586	Check Total:	9,422.39	

Date: Thursday, January 24, 2008
 Time: 10:14AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 4 of 10
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
06065 FAMILY THERAPY & ANXIETY CTR	011508	31100	52	08-101-215	312.50	SERVICES PROVIDED
	Check Date 1/24/2008	Check Nbr 015587			Check Total: 312.50	
06115 FERRELLGAS	1019477185	31266	54	10-307-216	48.56	LIQUEFIED PETROLEUM GAS
	1019788371	31266	54	10-307-216	48.87	LIQUEFIED PETROLEUM GAS
	1019628798	31731	54	10-149-300	55.97	CYL EXCHANGE
	Check Date 1/24/2008	Check Nbr 015588			Check Total: 153.40	
06460 FOX CITIES PERFORMING ARTS CEN	011608	31100	21	04-269-000	245.00	7 EXTRA TICKETS MAMMA MIA
	Check Date 1/24/2008	Check Nbr 015589			Check Total: 245.00	
06565 FOX VALLEY HUMANE ASSOCIATION	01142008	31100	53	08-115-250	1,316.83	16 ANIMALS HANDLED/DEC 2007
	Check Date 1/24/2008	Check Nbr 015590			Check Total: 1,316.83	
07295 GOSS AUTO BODY INC	38122	31100	52	08-101-216	87.50	TOWING CHARGE/PAID AT PD
	Check Date 1/24/2008	Check Nbr 015591			Check Total: 87.50	
07580 GUNDERSON UNIFORM & LINEN RENT	1236061	31100	51	10-115-201	24.53	MAT/MOP SERVICE
	1236061	31100	53	09-212-313	8.46	MAT/MOP SERVICE
	1236061	31100	55	07-202-313	3.36	MAT/MOP SERVICE
	1236060	31100	52	08-101-313	34.89	TOWEL/MAT SERVICE
	Check Date 1/24/2008	Check Nbr 015592			Check Total: 71.24	
08465 HOME DEPOT CREDIT SERVICES	4162873	31100	52	05-201-240	64.85	STATION 35
	Check Date 1/24/2008	Check Nbr 015593			Check Total: 64.85	
08535 HR DIRECT	0293440	31100	51	02-105-310	85.31	CALENDAR
	Check Date 1/24/2008	Check Nbr 015594			Check Total: 85.31	

Date: Thursday, January 24, 2008
 Time: 10:14AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 5 of 10
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
09081 RAND IMAGINIT TECHNOLOGIES	IM1033136	31100	54	10-111-332	2,000.00	CONSULTING SERVICE
	Check Date 1/24/2008	Check Nbr	015595		Check Total: 2,000.00	
09270 INTERNATIONAL TRANSLATORS	LC-2-17252	31100	53	09-102-215	20.00	SPANISH TRANSLATION
	Check Date 1/24/2008	Check Nbr	015596		Check Total: 20.00	
10330 JP GRAPHICS INC	14873	31100	55	07-201-291	1,308.00	WINTER/SPRING ACTIVITY GUIDE
	Check Date 1/24/2008	Check Nbr	015597		Check Total: 1,308.00	
10335 JX ENTERPRISES INC	D273620020	31731	54	10-149-383	47.40	DOOR STOP/RESISTOR
	Check Date 1/24/2008	Check Nbr	015598		Check Total: 47.40	
11075 GREG KEIL	123107	31100	56	03-202-331	138.72	MILEAGE
	123107	31100	56	03-202-333	14.00	MEALS
	123107	31100	56	03-202-334	3.00	PARKING
	Check Date 1/24/2008	Check Nbr	015599		Check Total: 155.72	
11235 KONE INC	17670883	31100	52	08-101-240	141.30	MAINTENACE AGREEMENT
	Check Date 1/24/2008	Check Nbr	015600		Check Total: 141.30	
11380 KUSTOM SIGNALS INC	339895	31100	52	08-101-243	354.80	REPAIR ANTENNA
	Check Date 1/24/2008	Check Nbr	015601		Check Total: 354.80	
12170 LAPPEN SECURITY PRODUCTS INC	27401	31100	53	09-212-240	10.50	KEYS FOR LOCK BOX
	Check Date 1/24/2008	Check Nbr	015602		Check Total: 10.50	
13097 MARSHALL & ILSLEY TRUST-MILW	5110555	31100	51	02-105-216	260.00	MONTHLY FEE TO 11/30/2007
	Check Date 1/24/2008	Check Nbr	015603		Check Total: 260.00	

Date: Thursday, January 24, 2008
 Time: 10:14AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 6 of 10
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13345 MENARDS-APPLETON EAST	32236	31100	52	05-201-240	17.13	STATION 35 FILTERS
	32234	31100	52	05-201-240	181.95	STATION 35 BUILDING MATERIALS
	32231	31100	52	05-201-240	349.88	STATION 35 BUILDING MATERIALS
	Check Date	1/24/2008	Check Nbr	015604	Check Total:	548.96
13360 MENASHA ELECTRIC & WATER UTILI	002911	31100	54	10-121-300	145.00	REPLACE VALVE BOX HIT BY PLOW
	002918	31100	54	10-121-300	-145.00	REVERSE INV 2911
	Check Date	1/24/2008	Check Nbr	015605	Check Total:	0.00
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	1,801.00	
		Check Date	1/24/2008	Check Nbr	015606	Check Total:
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	225.00	
		Check Date	1/24/2008	Check Nbr	015607	Check Total:
13400 MENASHA JOINT SCHOOL DISTRICT	01172008	31100	41	04-103-000	6,107.82	OCTOBER 2007 MOBILE HOME TAX
		Check Date	1/24/2008	Check Nbr	015608	Check Total:
13744 TOM MORAN	012308	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
		Check Date	1/24/2008	Check Nbr	015609	Check Total:
14010 N&M AUTO SUPPLY	199386	31731	54	10-149-383	-135.92	DRIVE AXLE
	200713	31731	54	10-149-383	47.15	DIST CAP/ROTOR
	200342	31731	54	10-149-383	55.39	TANK HEATER
	Check Date	1/24/2008	Check Nbr	015610	Check Total:	-33.38
14205 CITY OF NEENAH TREASURER	30931	31100	52	05-201-803	12,093.00	TRUCK
	30906	31100	51	04-109-214	887.50	3RD-4TH QTR IT SUPPORT
	Check Date	1/24/2008	Check Nbr	015611	Check Total:	12,980.50

Date: Thursday, January 24, 2008
 Time: 10:14AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 7 of 10
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
14215 NEENAH-MENASHA MUNICIPAL COURT	011808	31100	21	04-229-000	308.00	BOND
	011808	31100	21	04-229-000	308.00	BOND
	Check Date 1/24/2008	Check Nbr	015612		Check Total:	616.00
14270 NETWORK HEALTH PLAN	00359623	31100	21	04-619-003	111,384.73	EMPLOYEES
	00359623	31100	21	04-650-000	9,547.29	RETIREEES/COBRA
	Check Date 1/24/2008	Check Nbr	015613		Check Total:	120,932.02
14423 NORTHEAST WISCONSIN STORMWATER	325	31100	54	10-134-320	750.00	MEMBERSHIP DUES
	325	31100	56	03-202-320	750.00	MEMBERSHIP DUES
	Check Date 1/24/2008	Check Nbr	015614		Check Total:	1,500.00
15080 OFFICEMAX CONTRACT INC	500493	31100	51	10-115-310	7.00	OFFICE SUPPLIES
	500493	31100	55	07-201-310	27.50	OFFICE SUPPLIES
	500493	31100	56	03-202-310	41.49	OFFICE SUPPLIES
	Check Date 1/24/2008	Check Nbr	015615		Check Total:	75.99
16025 PACKER CITY INTERNATIONAL	3273620025	31731	54	10-149-383	132.84	BLADE/FILTERS/MIRRORS
	3273610074	31731	54	10-149-383	51.28	HEAD
	3273610077	31731	54	10-149-383	133.50	MISC PARTS
	3273600096	31731	54	10-149-383	610.56	PARTS
	Check Date 1/24/2008	Check Nbr	015616		Check Total:	928.18
16095 PARTS ASSOCIATES INC	PAI0714337	31731	54	10-149-300	485.79	CABLE TIES/WAHSERS/DRILL BITS
	Check Date 1/24/2008	Check Nbr	015617		Check Total:	485.79
16806 PRN HEALTH SERVICES INC	043765	31100	53	09-102-215	1,260.00	SCHOOL NURSE
	Check Date 1/24/2008	Check Nbr	015618		Check Total:	1,260.00

Date: Thursday, January 24, 2008
 Time: 10:14AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 8 of 10
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
18495 RANDY ROUSE	012308	31201	54	10-301-212	665.00	REIMBURSE SUMP PUMP/PIT
	Check Date 1/24/2008	Check Nbr	015619		Check Total:	665.00
19150 SCHENCK BUSINESS SOLUTIONS	238465	31100	51	04-109-214	427.76	LARRY SCHMITZ IT CONSULTATION
	Check Date 1/24/2008	Check Nbr	015620		Check Total:	427.76
19585 SPORTS GRAPHICS	5316A	31100	52	08-109-300	41.70	AUXILIARY HATS
	3992A	31100	55	07-201-300	27.50	FLAG FOOTBALL SHIRTS
	Check Date 1/24/2008	Check Nbr	015621		Check Total:	69.20
21045 UNIFIRST CORPORATION	0970025269	31731	54	10-149-201	71.66	MAT/MOP/CLOTHING SERVICE
	Check Date 1/24/2008	Check Nbr	015622		Check Total:	71.66
21200 UR WASHINSTUFF INC	10002	31100	52	08-101-295	-85.80	VEHICLE WASHES
	10004	31100	52	08-101-295	74.23	13 CAR WASHES
	Check Date 1/24/2008	Check Nbr	015623		Check Total:	-11.57

Date: Thursday, January 24, 2008
 Time: 10:14AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 9 of 10
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
21205 US CELLULAR	200267787-047	31100	51	01-102-221	38.75	LAUX
	200267787-047	31100	51	02-103-221	38.75	BRANDT
	200267787-047	31100	51	04-106-221	8.90	STOFFEL
	200267787-047	31100	51	04-109-221	73.61	JAMES/LACEY
	200267787-047	31100	51	10-115-221	38.75	ALIX
	200267787-047	31100	52	08-101-221	464.45	POLICE
	200267787-047	31100	53	09-103-221	40.31	DREW
	200267787-047	31100	53	09-119-221	62.95	NETT/HEALTH
	200267787-047	31100	54	10-111-221	97.60	RADTKE/DPW
	200267787-047	31731	54	10-149-221	67.30	JACOBSON
	200267787-047	31201	54	10-301-221	9.69	CONFINED SPACE
	200267787-047	31100	55	07-201-221	51.55	TUNGATE/REC
	200267787-047	31100	55	07-202-221	135.17	HUSS/PARK
	200267787-047	31100	56	03-202-221	37.70	KEIL/BECKENDORF
Check Date	1/24/2008	Check Nbr	015624		Check Total:	1,165.48
21226 US OIL CO INC	611581	31100	13	04-103-000	466.57	PRICE DIFF/CORRECT JAN BILLING
	658267	31100	13	04-103-000	22,250.44	NO LEAD GASOLINE
	Check Date	1/24/2008	Check Nbr	015625		Check Total:
	L32992	31731	54	10-149-242	24.00	SAMPLES
Check Date	1/24/2008	Check Nbr	015626		Check Total:	24.00
22430 VISION INSURANCE PLAN OF AMERI	55918	31100	21	04-619-005	1,084.40	EMPLOYEES
	55918	31100	21	04-619-005	-4.70	CREDIT/EMPLOYEES
Check Date	1/24/2008	Check Nbr	015627		Check Total:	1,079.70
23152 WE ENERGIES	123107	31100	55	07-202-224	471.95	2170 PLANK RD
	Check Date	1/24/2008	Check Nbr	015628		Check Total:

Date: Thursday, January 24, 2008
 Time: 10:14AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 10 of 10
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
23165 WEST PAYMENT CENTER	0814558776	31100	51	02-103-322	96.41	INFORMATION CHARGES
	815164236	31100	51	02-103-322	100.27	INFORMATION CHARGES
	Check Date 1/24/2008	Check Nbr	015629		Check Total:	196.68
23250 WINNEBAGO COUNTY CLERK OF COUR	011808	31100	21	04-229-000	259.00	BOND
	011808	31100	21	04-229-000	285.00	BOND
	Check Date 1/24/2008	Check Nbr	015630		Check Total:	544.00
23275 WINNEBAGO COUNTY TREASURER	100405	31100	52	08-602-250	286.00	JAIL DIVISION
	IS100189	31100	52	08-101-221	5,699.51	LRMS MAINTENANCE CHARGES 2008
	Check Date 1/24/2008	Check Nbr	015631		Check Total:	5,985.51
23455 WISCONSIN SUPPORT COLLECTIONS		31100	21	04-299-015	436.31	
		31100	21	04-299-016	138.40	
	Check Date 1/24/2008	Check Nbr	015633		Check Total:	574.71
23434 WMCA	011608	31100	51	02-104-320	90.00	MEMBERSHIP DUES/CLERK & DEPUTY
	Check Date 1/24/2008	Check Nbr	015632		Check Total:	90.00
23580 SANDRA WUNDERLICH	011808	31100	55	07-201-203	281.00	DANCE INSTRUCTOR
	Check Date 1/24/2008	Check Nbr	015634		Check Total:	281.00
Grand Total:					208,205.75	

Date: Thursday, January 31, 2008
 Time: 09:40AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 1 of 9
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
01050 ACC PLANNED SERVICE INC	12978	31100	52	05-201-240	113.65	REPLACED FEED VALVES/BOILER
	12978	31100	52	08-101-240	170.48	REPLACED FEED VALVES/BOILER
	Check Date	1/31/2008	Check Nbr	015635	Check Total:	284.13
01075 ACCURATE SUSPENSION WAREHOUSE	8000327	31731	54	10-149-383	143.45	SPRINGS/WASHERS/ NUTS/ BOLTS
		Check Date	1/31/2008	Check Nbr	015636	Check Total:
01210 AFFINITY OCCUPATIONAL HEALTH	215911	31100	51	02-105-215	436.00	DRUG SCREENING LAB FEES
		Check Date	1/31/2008	Check Nbr	015637	Check Total:
01465 ALL-SPORT TROPHY	39117	31100	55	04-221-310	67.25	STAN MARTENSON PLAQUE
	39119	31100	55	04-221-310	9.00	BRASS PLATE
	Check Date	1/31/2008	Check Nbr	015639	Check Total:	76.25
01433 MARGARET ALLEN	012908	31822	55	04-107-316	250.00	HATTIE MINOR SCHOLARSHIP
		Check Date	1/31/2008	Check Nbr	015638	Check Total:
01580 AMERICAN INDIAN CENTER	012308	31827	53	09-212-205	50.00	ENTERTAINMENT/FEB 11 PARTY
		Check Date	1/31/2008	Check Nbr	015640	Check Total:
01675 AMT		31100	21	04-299-022	150.00	
		Check Date	1/31/2008	Check Nbr	015641	Check Total:
01850 ASSESSMENT TECHNOLOGIES LLC	1675	31100	51	04-107-214	27.50	CUSTOM PROGRAMMING
		Check Date	1/31/2008	Check Nbr	015642	Check Total:
02260 BAYCOM INC	27006	31100	51	04-109-315	3,618.00	GPS UNITS FOR SQUAD CARS
		Check Date	1/31/2008	Check Nbr	015643	Check Total:

Date: Thursday, January 31, 2008
 Time: 09:40AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 2 of 9
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02500 BARB BIGALKE	011808	31262	52	08-101-300	72.53	BINDERS/SUPPLIES FOR VCR
	Check Date 1/31/2008	Check Nbr	015644		Check Total:	72.53
02545 BLUE PRINT SERVICE CO INC	10708	31100	54	10-111-300	14.30	INK JET BOND/CASSETTE ASSY
	Check Date 1/31/2008	Check Nbr	015645		Check Total:	14.30
02777 JAMES BROWN	012408	31100	46	04-177-000	34.00	CANCELLED CLASS REFUND
	Check Date 1/31/2008	Check Nbr	015646		Check Total:	34.00
02796 BUBRICK'S	91437	31100	52	08-101-315	289.60	OFFICE SUPPLIES
	92511	31100	52	08-101-310	64.79	OFFICE SUPPLIES
	93320	31100	52	08-101-240	324.99	MAIL HOLDER
	Check Date 1/31/2008	Check Nbr	015647		Check Total:	679.38
03040 CALL ONE INC	912602	31100	51	04-109-315	206.13	WIRELESS HEADSET PWF PHONE
	Check Date 1/31/2008	Check Nbr	015648		Check Total:	206.13
03715 CORPORATE EXPRESS	84183510	31100	52	08-101-310	85.40	PAPER
	Check Date 1/31/2008	Check Nbr	015649		Check Total:	85.40
06365 FORCE AMERICA INC	02081618	31731	54	10-149-383	176.54	VERRIDE SEAL KIT
	02081617	31731	54	10-149-383	224.70	PULSE AUGER
	Check Date 1/31/2008	Check Nbr	015650		Check Total:	401.24
06460 FOX CITIES PERFORMING ARTS CEN	012208	31100	21	04-269-000	45.00	TICKETS/TRINITY IRISH DANCE CO
	Check Date 1/31/2008	Check Nbr	015651		Check Total:	45.00
07400 GRAY'S INC	24596	31100	54	10-124-315	670.00	SCHMIDT BLADE
	Check Date 1/31/2008	Check Nbr	015652		Check Total:	670.00

Date: Thursday, January 31, 2008
 Time: 09:40AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 3 of 9
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
09290 INTERSTATE BATTERY OF GREEN BA	90042537	31731	54	10-149-383	221.85	STOCK
	Check Date 1/31/2008	Check Nbr 015653			Check Total: 221.85	
11247 YUKI KONNO	012408	31100	46	04-177-000	68.00	CANCELLED CLASS REFUND
	Check Date 1/31/2008	Check Nbr 015654			Check Total: 68.00	
12285 LEARNING SHOP	101-1051230	31100	55	07-201-300	46.94	PROGRAM SUPPLIES
	Check Date 1/31/2008	Check Nbr 015655			Check Total: 46.94	
13175 M-B COMPANIES INC	122357	31731	54	10-149-383	61.92	TENSION SPRING
	Check Date 1/31/2008	Check Nbr 015657			Check Total: 61.92	
13149 MATTHEWS COMMERCIAL TIRE CTR	023942	31731	54	10-149-382	466.46	TRUCK TIRE SERVICE
	Check Date 1/31/2008	Check Nbr 015656			Check Total: 466.46	

Date: Thursday, January 31, 2008
 Time: 09:40AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 4 of 9
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13360 MENASHA ELECTRIC & WATER UTILI	011408	31100	12	04-399-000	16.98	TRAFFIC LIGHTS
	011408	31100	51	04-109-214	763.00	DARK FIBER CONNECTION
	011408	31100	51	10-115-223	1,321.86	CITY BUILDINGS
	011408	31100	51	10-115-225	218.21	CITY BUILDINGS
	011408	31100	53	09-102-214	112.50	HEALTH DEPT
	011408	31100	53	09-102-223	102.46	HEALTH DEPT
	011408	31100	53	09-102-225	35.72	HEALTH DEPT
	011408	31100	53	09-212-223	271.88	SENIOR CENTER
	011408	31100	53	09-212-225	58.63	SENIOR CENTER
	011408	31100	54	10-131-223	341.34	TRAFFIC LIGHTS
	011408	31201	54	10-301-223	23.52	LIFT STATION
	011408	31100	55	04-221-223	8.48	CURTIS REED SQUARE
	011408	31100	55	07-202-223	435.66	PARKS
	011408	31100	55	07-202-225	165.26	PARKS
	011408	31207	55	07-205-223	463.65	MARINA
	011408	31207	55	07-205-225	16.54	MARINA
	011408	31100	55	10-215-223	257.41	LIFT BRIDGES
	120807	31100	54	10-143-223	15,343.92	PUBLIC STREET LIGHTING
	Check Date	1/31/2008	Check Nbr	015658	Check Total:	19,957.02
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	1,801.00	
		31100	21	04-299-020	18,487.00	
		31100	21	04-299-020	375.00	
Check Date	1/31/2008	Check Nbr	015659	Check Total:	20,663.00	
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	225.00	
Check Date	1/31/2008	Check Nbr	015660	Check Total:	225.00	
13377 MENASHA EMPLOYEES LOCAL 1035B		31100	21	04-299-032	248.16	
Check Date	1/31/2008	Check Nbr	015661	Check Total:	248.16	

Date: Thursday, January 31, 2008
 Time: 09:40AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 5 of 9
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13400 MENASHA JOINT SCHOOL DISTRICT	012508	31100	41	04-103-000	6,147.35	JANUARY 08 MOBILE HOME TAX
	Check Date 1/31/2008	Check Nbr	015662		Check Total:	6,147.35
13435 MENASHA POSTMASTER	012308	31100	53	09-212-311	59.00	POSTAGE FOR FEB 2008 NEWSLETTR
	Check Date 1/31/2008	Check Nbr	015663		Check Total:	59.00
13440 MENASHA PUBLIC LIBRARY	013008	31100	55	06-101-310	20.00	PETTY CASH REIMBURSEMENT
	013008	31100	55	06-101-311	62.54	PETTY CASH REIMBURSEMENT
	013008	31100	55	06-101-313	5.98	PETTY CASH REIMBURSEMENT
	013008	31100	55	06-101-316	21.61	PETTY CASH REIMBURSEMENT
	Check Date 1/31/2008	Check Nbr	015664		Check Total:	110.13
13455 MENASHA SENIOR CENTER	012208	31827	53	09-212-300	85.01	CHRISTMAS BANQUET SUPPLIES
	012208	31827	53	09-212-300	12.04	BIRTHDAY GIFT SUPPLIES
	Check Date 1/31/2008	Check Nbr	015665		Check Total:	97.05
13480 TOWN OF MENASHA	012808	31100	21	04-229-000	15.79	PERS PROP TAX/MARATHON PETROLE
	Check Date 1/31/2008	Check Nbr	015666		Check Total:	15.79
13537 MGIA	012908	31100	52	08-101-337	265.00	REGISTRATION/A HANCHEK
	012908	31100	52	08-101-337	265.00	REGISTRATION/P SCHEFF
	012908	31100	52	08-101-337	265.00	REGISTRATION/A GOLLNER
	012908	31100	52	08-101-337	265.00	REGISTRATION/A ZEMLOCK
	Check Date 1/31/2008	Check Nbr	015667		Check Total:	1,060.00
13720 MODERN BUSINESS MACHINES	26145494	31100	51	10-115-243	67.41	IMAGES USED
	26145494	31100	52	08-101-243	150.13	IMAGES USED
	26145480	31100	51	10-115-243	627.16	IMAGES USED
	Check Date 1/31/2008	Check Nbr	015668		Check Total:	844.70

Date: Thursday, January 31, 2008
 Time: 09:40AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 6 of 9
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13755 MORTON SAFETY	236487	31731	54	10-149-215	48.45	MEDICAL SUPPLIES
	236488	31100	55	07-202-215	18.77	MEDICAL SUPPLIES
	252596	31731	54	10-149-300	43.90	EAR PLUGS
	Check Date	1/31/2008	Check Nbr	015669	Check Total:	111.12
14205 CITY OF NEENAH TREASURER	013108	31100	52	05-201-250	234,311.00	FEB FIRE RESUE SERVICES
	Check Date	1/31/2008	Check Nbr	015670	Check Total:	234,311.00
15080 OFFICEMAX CONTRACT INC	534428	31100	56	03-202-310	27.99	CALCULATOR
	777083	31100	51	10-115-310	5.40	2ND FLOOR COLOR PAPER
	777083	31100	54	10-111-310	140.00	OFFICE SUPPLIES/ENG
	777083	31100	55	07-201-310	20.27	OFFICE SUPPLIES/PARK & REC
	777083	31100	56	03-202-310	2.50	OFFICE SUPPLIES/COM DEV
	883450	31100	53	09-212-310	71.14	OFFICE SUPPLIES/SENIOR CENTER
	Check Date	1/31/2008	Check Nbr	015671	Check Total:	267.30
15138 JEFF OLSON		31100	55	07-201-205	100.00	SNOWSCULPTING SERVICES
	Check Date	1/31/2008	Check Nbr	015672	Check Total:	100.00
15245 OTTER CREEK LANDSCAPE &	012808	31203	56	03-207-701	4,734.24	FACADE IMPROVEMENT REIMBURSE
	Check Date	1/31/2008	Check Nbr	015673	Check Total:	4,734.24
16025 PACKER CITY INTERNATIONAL	3280030058	31731	54	10-149-383	2,319.35	MIRROR/DOOR PAINTED
	3280080031	31731	54	10-149-383	15.05	CRIMP
	Check Date	1/31/2008	Check Nbr	015674	Check Total:	2,334.40
16300 PIGGLY WIGGLY #24	5751	31827	53	09-212-300	48.92	JANUARY PARTY
	8044	31827	53	09-212-300	16.08	JANUARY PARTY
	Check Date	1/31/2008	Check Nbr	015675	Check Total:	65.00

Date: Thursday, January 31, 2008
 Time: 09:40AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 7 of 9
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
16806 PRN HEALTH SERVICES INC	043970	31100	53	09-102-215	1,260.00	SCHOOL NURSE
	Check Date 1/31/2008	Check Nbr	015676		Check Total: 1,260.00	
19106 SATURN OF APPLETON	013008	31100	52	08-101-803	16,279.00	POLICE VEHICLE
	Check Date 1/31/2008	Check Nbr	015677		Check Total: 16,279.00	
19290 KRISTIN SEEFELDT	012408	31100	46	04-177-000	20.00	PROGRAM REFUND
	Check Date 1/31/2008	Check Nbr	015678		Check Total: 20.00	
19370 DR TERESA SHOBERG	013108	31100	53	09-102-215	150.00	FEBRUARY
	Check Date 1/31/2008	Check Nbr	015679		Check Total: 150.00	
19380 SHOPKO STORES INC	51768	31100	52	08-101-300	29.97	REWRITABLE DVD'S
	Check Date 1/31/2008	Check Nbr	015680		Check Total: 29.97	
19787 SWIDERSKI EQUIPMENT INC	012296	31731	54	10-149-383	28.46	SPRING
	012300	31731	54	10-149-383	33.85	BOLT/BUSHING
	012311	31731	54	10-149-383	22.43	SPACER
	Check Date 1/31/2008	Check Nbr	015681		Check Total: 84.74	
20325 TRAFFIC & PARKING CONTROL CO	287464	31100	54	10-131-300	500.00	SOLAR STOP BLINKER
	Check Date 1/31/2008	Check Nbr	015682		Check Total: 500.00	
21045 UNIFIRST CORPORATION	0970025648	31731	54	10-149-201	69.01	MAT/MOP/CLOTHING SERVICE
	Check Date 1/31/2008	Check Nbr	015683		Check Total: 69.01	
21056 UNITED LABORATORIES	43091R	31100	54	10-124-300	397.83	GOOBER LUBE
	Check Date 1/31/2008	Check Nbr	015684		Check Total: 397.83	

Date: Thursday, January 31, 2008
 Time: 09:40AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 8 of 9
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
21060 UNITED PAPER CORPORATION	57454	31100	52	08-101-300	252.10	2 CASES EMERGENCY BLANKETS
	Check Date 1/31/2008	Check Nbr	015685		Check Total:	252.10
21095 UNITED WAY FOX CITIES		31100	21	04-299-021	77.75	
		31100	21	04-299-021	18.00	
	Check Date 1/31/2008	Check Nbr	015686		Check Total:	95.75
22025 VALLEY CHEMICAL LLC	0017341-IN	31100	55	07-202-242	545.92	PARTS FOR AUTO POOL CLEANER
	Check Date 1/31/2008	Check Nbr	015687		Check Total:	545.92
23015 WAHI	012508	31100	52	08-101-337	195.00	REGISTRATION/D JAGLA
	012508	31100	52	08-101-337	195.00	REGISTRATION/M MAUTHE
	Check Date 1/31/2008	Check Nbr	015688		Check Total:	390.00
23152 WE ENERGIES	01242008	31100	12	04-399-000	1,657.04	N-M FIRE RESCUE
	01242008	31100	51	10-115-224	3,351.10	CITY HALL
	01242008	31100	52	08-101-224	2,288.30	POLICE
	01242008	31100	53	09-212-224	480.82	SENIOR CENTER
	01242008	31731	54	10-149-224	6,199.55	GARAGE
	01242008	31100	55	06-101-224	3,683.66	LIBRARY
	01242008	31100	55	07-202-224	1,501.25	PARKS
	01242008	31100	55	07-203-224	352.80	POOL
	01242008	31207	55	07-205-224	97.62	MARINA
	Check Date 1/31/2008	Check Nbr	015690		Check Total:	19,612.14
23154 WEDA	012808	31100	56	03-202-332	225.00	GOVERNORS CONF/J BECKENDORF
	Check Date 1/31/2008	Check Nbr	015691		Check Total:	225.00
23147 WISCONSIN CONCRETE PAVEMENT	012308	31100	54	10-111-337	285.00	PAVEMENT WORKSHOP/C HUTTER
	Check Date 1/31/2008	Check Nbr	015689		Check Total:	285.00

Date: Thursday, January 31, 2008
 Time: 09:40AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 9 of 9
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
23443 WISCONSIN RETIREMENT SYSTEM		31100	21	04-616-000	3,696.62	SUPPLEMENTAL/MISSED WAGES
	Check Date 1/31/2008	Check Nbr	015692		Check Total:	3,696.62
23455 WISCONSIN SUPPORT COLLECTIONS		31100	21	04-299-015	436.31	
		31100	21	04-299-016	138.40	
		31100	21	04-299-015	894.60	
	Check Date 1/31/2008	Check Nbr	015693		Check Total:	1,469.31
23582 WVCA	012308	31262	52	08-101-320	10.00	MEMBERSHIP RENEWAL/VCR PROG
	Check Date 1/31/2008	Check Nbr	015694		Check Total:	10.00
26200 ZARNOTH BRUSH WORKS INC	115220	31731	54	10-149-383	389.00	POLY BROOM REFILL
	115269	31731	54	10-149-383	81.50	HYDRAULIC HUB
	Check Date 1/31/2008	Check Nbr	015695		Check Total:	470.50
Grand Total:					345,301.63	



City of Menasha • Department of Public Works

Menasha

STREET USE APPLICATION

Sponsored by: Community First Fox Cities Marathon
 Responsible Person: Jesse Drake
 Address: PO Box 1315
Appleton WI 54912-1315
 Phone: (920) 882-5219 office
(920) 450-0083 cell

Street Use Date: 9/21/2008
 Start Time: 6:00am
 End Time: 2:00pm
 Number of Units: 4,000-4,500
Runners + Walkers

Street Route: (Attach Map) _____
 Description of Use: Marathon route begins at Van-Fox Valley on Midway Road and finishes at Riverside Park in Neenah. Please see attached maps + explanations.

LIABILITY INSURANCE HAS BEEN SECURED IN THE AMOUNT OF \$ 6,000,000 WITH THE CITY OF MENASHA NAMED AS ADDITIONAL INSURED.
 Insurance Company Cumis Insurance Society, Inc. Policy No. 044649
 (Attached is a copy of the insurance certificate).

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: 1/15/2008 APPLICANT'S SIGNATURE: Jesse Drake

TO BE COMPLETED BY CITY STAFF

SCHEDULED PARK & RECREATION BOARD REVIEW DATE: _____
 NOT REQUIRED: _____ APPROVED: _____ DENIED: _____

SCHEDULED COMMON COUNCIL REVIEW DATE: 2/4/08
 APPROVED: _____ DENIED: _____

APPROVAL: Police Dept. MB Fire Dept. LVW Public Works Dept. MR City Attorney JSB

WOULD STRONGLY PREFER ROUTE REVERSED

COMMUNITY FIRST
FoxCities Marathon

920-882-9499 or toll-free 1-877-230-7223
www.foxcitiesmarathon.org

Start Line: UW-Fox Valley, City of Menasha

* Requesting Midway Road from University Dr. to
Hwy. 10/Oneida St. be closed (entire road) to traffic
from 7:00am - 8:15am (same as 2007)

→ Officer needed at Midway Rd/University
Ave. intersection to direct traffic into
UW-Fox Valley + Sabre Lanes parking lots

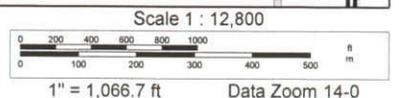
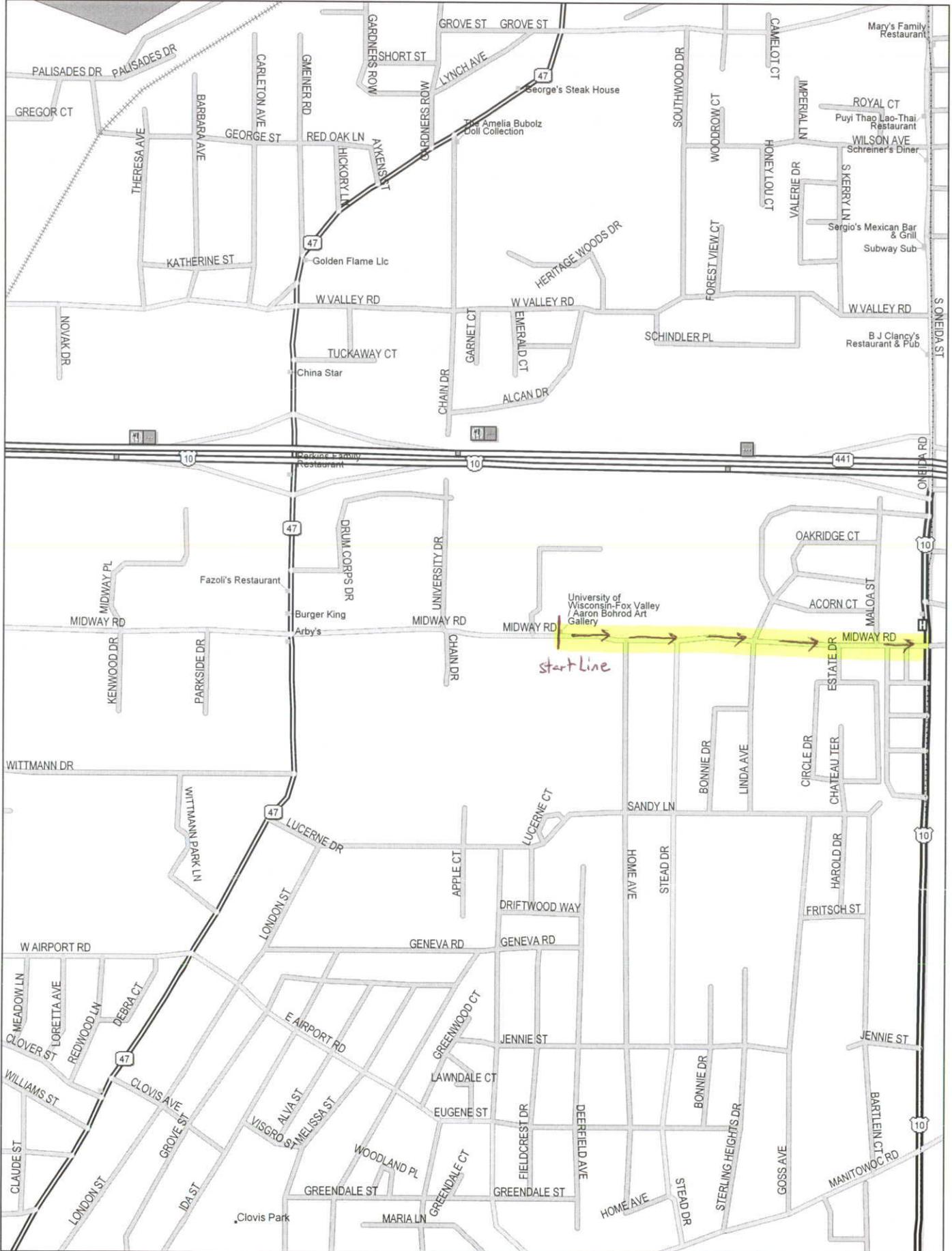


A Dynamic Print Group Company

1233 Midway Road / P.O. Box 528
Menasha, WI 54952

800.236.4368 / 920.725.4365 / Fax: 920.725.4369

BROCHURES • NEWSLETTERS • CALENDARS • CATALOGS • MAGAZINES • BOOKS



COMMUNITY FIRST
FoxCities Marathon

920-882-9499 or toll-free 1-877-230-7223
www.foxcitiesmarathon.org

* This map is the section of the course where we will be coming back into Menasha (Manitowoc Rd), and exiting Menasha (Cleveland / 11th Ave.) into Neenah.

* Please place cones on left side of the road (runners will be running in the left hand side lane - against traffic)

* Please place "No Parking" signs, where it's not already prohibited, on all roads the marathon route.

Manitowoc Rd. / Plank Rd.

7th Street

London Street

Kosnema Street

3rd Avenue

Jefferson Park

Broad Street (going wrong way on 1-way street)

Racine Street (over bridge)

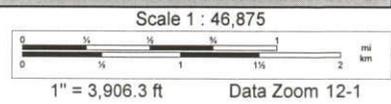
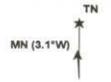
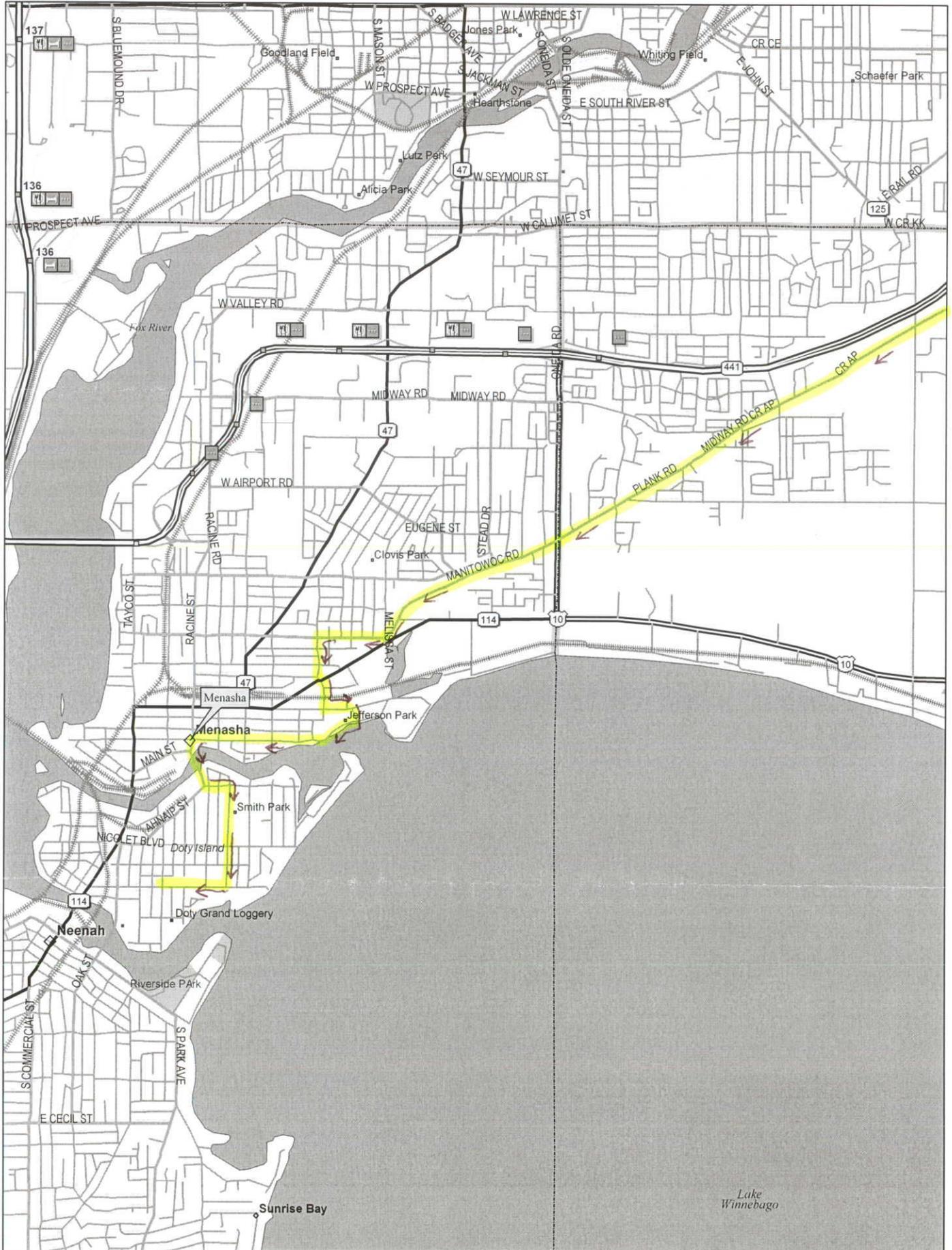
Cleveland St. (Smith Park)



A Dynamic Print Group Company

1233 Midway Road / P.O. Box 528
Menasha, WI 54952
800.236.4368 / 920.725.4365 / Fax: 920.725.4369

BROCHURES • NEWSLETTERS • CALENDARS • CATALOGS • MAGAZINES • BOOKS



CHANGE ORDER

DATE: January 17, 2008

CHANGE ORDER NO: 13

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.

13.1 Install concrete curbs around pipe penetrations into intermediate wet well,
per RFI \$125 and DNR Directive ADD \$717.00

13.2 Install filter backwash piping air relief piping, per C.B. #38 ADD \$9,336.00

TOTAL

\$9,753.00

The Menasha Common Council approved the CD Smith contract
Change Order authorizes changes

Approved by MU Commission, January 30, 2008

Council Approval

The changes result in the following adjustments:

	CONTRACT - TOTAL	TIME
Prior to this Change Order	\$ 10,374,244.00	_____ Days
Adjustments per this Change Order	\$ 9,753.00	_____ Days
Current Contract Status	\$ 10,383,997.00	_____ Days

Directed/Authorized
City of Menasha Dept. of Public Works

Accepted

BY: _____

BY: _____

DATE: _____

DATE: _____

CERTIFICATE OF PAYMENT

DATE: January 31, 2008

PAYMENT REQUEST: Seven (7)

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)	\$ 330,616.02
LESS RETAINAGE	\$ 1,000.00
AMOUNT DUE	\$ 329,616.02
PREVIOUS PAYMENTS	\$ 320,492.03
AMOUNT DUE THIS PAYMENT	\$ 9,123.99

ESTIMATE PERIOD: FROM August 15, 2007 To: January 31, 2008

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>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

CITY OF MENASHA
CONTRACT UNIT NO. 2006-08
Storm Sewer, Sanitary, Water Main, Street Construction & Detention Basin Construction

Date: January 31, 2007
 Payment No. SEVEN

ITEM	QUANTITY	DESCRIPTION	BASE BID		YTD	
			Unit Price	TOTAL	QUANTITY	TOTAL
		Sanitary Sewer				
1	1,095	8" PVC SDR-35 Sanitary Sewer, /lf	\$ 18.00	\$ 19,710.00	1092	\$ 19,656.00
2	50	48" ID Waterproof, Pre-cast Sanitary Manhole/vf	\$ 170.00	\$ 8,508.50	51.58	\$ 8,768.60
3	9	Internal Manhole Chimney Seal/ea	\$ 230.00	\$ 2,070.00	0	\$ -
4	9	Sanitary Sewer Manhole Castings/ea	\$ 280.00	\$ 2,520.00	7	\$ 1,960.00
5	37	6" PVC Schedule 40 Sanitary Lateral/lf	\$ 20.00	\$ 740.00	36	\$ 720.00
6	696	4" PVC Schedule 40 Sanitary Lateral/lf	\$ 17.00	\$ 11,832.00	724	\$ 12,308.00
7	758	2" Polystyrene Insulation (sanitary)	\$ 5.50	\$ 4,169.00	771	\$ 4,240.50
		Sanitary Sewer Sub Total		\$ 49,549.50		\$ 47,653.10
		Water Main				
1	1,278	8" PVC Water Main/lf	\$ 23.00	\$ 29,394.00	1280.5	\$ 29,451.50
2	6	Fire Hydrant/ea	\$ 2,100.00	\$ 12,600.00	6	\$ 12,600.00
3	1	8" Tapping Tee and Valve/ea	\$ 2,400.00	\$ 2,400.00	1	\$ 2,400.00
4	74	6" Hydrant Lead/lf	\$ 24.00	\$ 1,776.00	52	\$ 1,248.00
5	6	6" Auxiliary Hydrant Gate Valve/ea	\$ 740.00	\$ 4,440.00	6	\$ 4,440.00
6	6	8" Gate Valve/ea	\$ 1,000.00	\$ 6,000.00	7	\$ 7,000.00
7	16	1 1/4" Service Connections/ea	\$ 275.00	\$ 4,400.00	16	\$ 4,400.00
8	686	1 1/4" PVC SDR9 Water Service/lf	\$ 10.00	\$ 6,860.00	684	\$ 6,840.00
9	1	1 1/2" Service Connections/ea	\$ 400.00	\$ 400.00	1	\$ 400.00
10	63	1 1/2" PVC SDR9 Water Service/lf	\$ 10.00	\$ 630.00	56	\$ 560.00
		Water Main Sub Total		\$ 68,900.00		\$ 69,339.50

		Site Grading, Erosion Control & Street Construction						
1	1.07	Clearing and Grubbing/acre	\$ 3,030.00	\$ 3,242.10	1.07	\$ 3,242.10	\$	3,242.10
2	45	Remove Culvert/lf	\$ 5.00	\$ 225.00	45	\$ 225.00	\$	225.00
3	1,100	Unclassified Excavation/cy	\$ 4.55	\$ 5,005.00	2206	\$ 5,005.00	\$	10,037.30
4	200	Excavation Below Subgrade (undistributed)/cy	\$ 5.05	\$ 1,010.00	291	\$ 1,010.00	\$	1,469.55
5	200	Breaker Run (undistributed)/cy	\$ 14.86	\$ 2,972.00	130.83	\$ 2,972.00	\$	1,944.13
6	13,688	Fine Grading/sy	\$ 0.01	\$ 136.88	0	\$ 136.88	\$	-
7	6,436	Crushed Aggregate Base Course/ton	\$ 8.00	\$ 51,488.00	6427.58	\$ 51,488.00	\$	51,420.64
8	17,771	Restoration (salvage topsoil, seed, fert, mulch)/sy	\$ 0.70	\$ 12,439.70	10103	\$ 12,439.70	\$	7,072.10
9	973	2" Asphalt Binder (temp)/ton	\$ 53.25	\$ 51,812.25	0	\$ 51,812.25	\$	-
10	72	Sawcut and Remove Curb/lf	\$ 5.00	\$ 360.00	67	\$ 360.00	\$	335.00
11	1	Sawcut and Remove Asphalt/lump sum	\$ 50.00	\$ 50.00	0	\$ 50.00	\$	-
12	85	Sawcutting/lf	\$ 1.50	\$ 127.50	0	\$ 127.50	\$	-
13	335	Grassed Drainageway Construction/lf	\$ 4.00	\$ 1,340.00	333	\$ 1,340.00	\$	1,332.00
14	2	Install & Maintain Tracking Pad/ea	\$ 1,000.00	\$ 2,000.00	1	\$ 2,000.00	\$	1,000.00
15	2,884	Install & Maintain Silt Fence/lf	\$ 1.05	\$ 3,028.20	2884	\$ 3,028.20	\$	3,028.20
16	5	Install & Maintain Ditch Checks/ea	\$ 100.00	\$ 500.00	0	\$ 500.00	\$	-
17	25	Inlet Protection/ea	\$ 42.00	\$ 1,050.00	21	\$ 1,050.00	\$	882.00
18	91	Riprap with Fabric/sy	\$ 25.00	\$ 2,275.00	145	\$ 2,275.00	\$	3,625.00
19	1,949	Erosion Mat Class I, Type B/sy	\$ 1.25	\$ 2,436.25	1466	\$ 2,436.25	\$	1,832.50
20	1	Excavation & Grading for Stormwater Pond-Nature's Way Subdivision/lump sum	\$ 6,100.00	\$ 6,100.00	1	\$ 6,100.00	\$	6,100.00
21	1	Excavation & Grading for Stormwater Pond-Province Terrace/lump sum	\$ 10,100.00	\$ 10,100.00	1	\$ 10,100.00	\$	10,100.00
22	500	Borrow (if required)	\$ 5.05	\$ 2,525.00	0	\$ 2,525.00	\$	-
		Site Grading, Erosion Control & Street Construction Sub Total		\$ 160,222.88		\$ 160,222.88	\$	103,645.52
		Contract Total		\$ 380,604.38		\$ 380,604.38	\$	326,616.42
		Additional Unit Prices					\$	-
	1	Alternate Clay Liner (if required)/sy	\$ 5.05	\$ 5.05	792	\$ 5.05	\$	3,999.60
							\$	330,616.02



Menasha

January 16, 2008

Board of Public Works
City of Menasha
Menasha, WI 54952

RE: Recommendation to Reconstruct First Street from Manitowoc Street to Ice Street

Members of the Board:

The 2008 Budget (Account # 000-54121-822, see attached) includes First Street from Manitowoc Street to Ice Street as a street to be pulverized and resurfaced by Department of Public Works crews. During our preliminary field work for this project, we discovered the street condition is somewhat marginal for a resurfacing type improvement due to some poor sections of curb and gutter, and indications of insufficient base strength, given the type of surface cracking occurring.

Because of this concern, we dug some test holes along First Street to determine the amount and condition of base material. We found the condition of the material to be mostly satisfactory, but the amount (thickness) of material is insufficient to adequately support an overlay that should provide 12-15 years of service.

The 2008 Budget identifies First Street from DePere Street to Manitowoc Street as a reconstruction project due to previous overlays, pavement deterioration and curb condition. It is my recommendation that the reconstruction project be extended to include that segment of First Street from Manitowoc Street to Ice Street for the reasons expressed above. The estimated cost for the added work is \$105,000.

In order to accommodate this revision, I recommend delaying the reconstruction of Appleton Street from First Street to Appleton Street until a future budget year. The combination of eliminating Appleton Street (\$75,000) and including budgeted funds for First Street from Manitowoc to Ice (\$37,000) will cover the additional estimated cost of \$105,000. If there are sufficient remaining funds, the DPW crews could pulverize and resurface the block of Appleton Street from Broad Street to First Street which is in need of such per our street condition rating report.

Plans for the reconstruction project will be presented at an upcoming Board of Public Works meeting.

Sincerely,

Mark Radtke, P.E.
Director of Public Works

Attachment

M:\word\BPW report re 1st St reconst 1-16-08.doc

CITY OF MENASHA

2008 BUDGET DETAIL - CAPITAL

BUDGET NAME Repl of Streets/Alleys		PREPARED BY Mark Radtke	
BUDGET NUMBER 000-54121-000	DATE 10/10/2007		
CAPITAL (DETAIL EACH REQUEST (SUB ACCOUNT # 991))		DEPT HEAD REQUEST	MAYOR RECOMMEND
NEW STREET CONSTRUCTION			
Northridge Manor II (Final asphalt pavement/concrete curb and gutter)* \$170,000	0.00	0.00	0.00
Lake Park Heights (Final asphalt pavement/concrete curb and gutter) *\$337,000	0.00	0.00	0.00
Morgan Taylor Court (Final asphalt pavement/concrete curb and gutter)* \$34,500	0.00	0.00	0.00
*Recommend use of borrowed funds	\$0.00	\$0.00	\$0.00
TOTAL			
STREET RECONSTRUCTION/REHABILITATION			
Third Street, Tayco Street to Manitowoc Street (WisDOT) - Set aside funds for street enhancements including colored crosswalks/terraces and island landscaping	118500.00		0.00
Pacific Street, Eighth Street to Ninth Street; pulverize and asphalt resurface by DPW (materials cost only)	22000.00	22000.00	22000.00
Chute Street, Lush Street to Tayco Street; pulverize and asphalt resurface by DPW (materials cost only)	26000.00	26000.00	26000.00
Eighth Street, Tayco St. to Pacific St.; pulverize and asphalt resurface by DPW (materials cost only)	27000.00	27000.00	27000.00
Fourth Street, Konemac St. to East End; pulverize and asphalt resurface by DPW (materials cost only)	29000.00	29000.00	29000.00
Konemac Street, Third St. to Plank Rd.; pulverize and asphalt resurface by DPW (materials cost only)	27000.00	27000.00	27000.00
Green Bay Street, Broad St. to Third St.; pulverize and asphalt resurface by DPW (materials cost only)	30000.00	30000.00	30000.00
First Street, Manitowoc St. to Ice St.; pulverize and asphalt resurface by DPW (materials cost only)	37000.00	37000.00	37000.00
First Street, Depere St. to Manitowoc St.; total reconstruction	90000.00	90000.00	90000.00
Appleton Street, First St. to Third St.; total reconstruction	75000.00	75000.00	75000.00
TOTAL	\$481,500.00	\$481,500.00	\$363,000.00
TOTAL CAPITAL & REQUEST/RECOMMEND	\$481,500.00	\$481,500.00	\$363,000.00

