

It is expected that a quorum of the Administration Committee, Board of Public Works, Plan Commission and Personnel Committee will be attending this meeting, although it is not expected that any official action of any of these bodies will be taken.

CITY OF MENASHA
Common Council
City Hall-140 Main St.-Council Chambers-3rd Floor
August 18, 2008

7:00 PM

AGENDA

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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. Special Session Common Council, 7/31/08

[Attachments](#)

B. Joint Common Council and Menasha Utilities Commission, 8/4/08

[Attachments](#)

C. Common Council, 8/4/08

[Attachments](#)

D. Joint Common Council and Plan Commission, 8/4/08

[Attachments](#)

Minutes to receive:

E. Administration Committee, 8/4/08

[Attachments](#)

F. Board of Public Works, 8/4/08

[Attachments](#)

G. IT Steering Committee, 6/18/08

[Attachments](#)

H. Plan Commission, 8/12/08

[Attachments](#)

I. Sustainability Board, 7/22/08

[Attachments](#)

J. Water and Light Commission, 7/31/08

[Attachments](#)

Communications:

- 1. CDD Keil, 8/13/08; Potential sale of 81/87 Racine Street and 504 Broad Street [Attachments](#)
- 2. Clerk Galeazzi, 8/14/08; League of Wisconsin Municipalities Annual Conference [Attachments](#)
- 3. WI Dept. of Administration, 8/10/08; Preliminary estimate of January 1, 2008 Population- Winnebago & Calumet Counties [Attachments](#)
- 4. WI Dept. of Agriculture, 8/4/08; Emerald Ash Borer Alert [Attachments](#)
- 5. Fox Cities Transit Commission Minutes, 7/9/08 [Attachments](#)
- 6. Heckrodt Wetland Reserve, 8/8/08; Heckrodt's application for a special use permit to expand existing picnic pavilion and existing maintenance garage [Attachments](#)
- 7. Public Works Facility, July 2008 Disposal Violations [Attachments](#)
- 8. Sandra Dabill Taylor, 8/12/08; Citizen response to 2030 Comprehensive Plan [Attachments](#)
- 9. Town of Menasha Utility District Commission Minutes, 8/28/08 [Attachments](#)
- 10. Trinity Lutheran Church, 8/08; Thank you for participation in National Night Out [Attachments](#)
- 11. Valley Transit, 8/8/08; Update on Rack 'n Roll certification requirement memo and Update on connector funding memo [Attachments](#)
- 12. Waverly Sanitary District Minutes, 7/8/08 [Attachments](#)
- 13. Customers First!, 8/08; *The Wire* newsletter [Attachments](#)

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

Five (5) minute time limit for each person

- A. PUBLIC HEARING-Special Use Permit Application of Heckrodt Wetland Reserve to expand a garage and pavilion. [Attachments](#)
- B. Public comments on any matter of concern to the City

6. CLAIMS AGAINST THE CITY

- A. None

7. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

- A. Clerk Galeazzi, Elections Report

8. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

A. Plan Commission:

- 1. 8/12/08; Recommends approval of the CSM on Kernan Avenue with the finding that shifting the lot line to include the existing pond within one parcel is a sound rationale for reconfiguring the lot boundaries [Attachments](#)
- 2. 8/12/08; Recommends approval of the Special Use Permit application of [Attachments](#)

Heckrodt Wetland Reserve to expand an existing garage and pavilion based on the nature of the buildings, the Reserve's need for space, the considerations that the facade materials will match existing and the secluded location of the buildings on the reserve

B. Administration Committee:

1. Recommend acquiescence with Athletica LLC Offer to Purchase [Attachments](#)
2. Gilbert Site Planning Grant Award funding shortfall [Attachments](#)
3. Jazzfest Fee Reduction for 2008 (Recommendation of Parks and Recreation Board) [Attachments](#)
4. Request to approve of Sungard HTE Software Agreement (Recommendation of IT Steering Committee) [Attachments](#)
5. Accounts payable and payroll for 8/7/08-8/14/08 in the amount of \$2,888,084.89 [Attachments](#)

C. Board of Public Works:

1. Change Order - Carl Bowers & Sons Construction Co., Province Terrace; Contract Unit No. TIF 9 2006-07: \$0 (Change Order No. 2) [Attachments](#)
2. Change Order - DeGroot, Inc.; City of Menasha Wastewater Collection System Rehabilitation Improvements Project - Phase 3, Contract No. E145-07-01C; Sanitary Sewer Replacement; 39-Day Time Extension to August 29, 2008 Due to "Unavoidable" Delays to Issue the Final Payment Request and Complete Project Closeout Documentation (Change Order No. 2) [Attachments](#)
3. Change Order - National Power Rodding Corporation; City of Menasha Wastewater Collection System Rehabilitation Improvements Project - Phase 3; Contract No. E145-07-01A; Sanitary Sewer Rehabilitation; 60-Day Time Extension for "Unavoidable" Delays to Issue the Final Payment Request and Complete Project Closeout Documentation (Change Order No. 2) [Attachments](#)
4. Change Order - Valley Sealcoat, Inc.; Contract Unit PRD 2008-02; DEDUCT: \$6,570.00 (Change Order No. 1) [Attachments](#)
5. Change Order - Valley Sealcoat, Inc.; Contract Unit PRD 2008-02. ADD: \$4,282.20 (Change Order No. 2) [Attachments](#)
6. Payment - Carl Bowers & Sons Construction Co., Inc.; Province Terrace; Contract Unit No. TIF 9 2006-07; \$ (Payment No. 3) [Attachments](#)
7. Payment - Insituform Technologies, USA, Inc.; City of Menasha Wastewater Collection System Rehabilitation Improvements Project - Phase 3; Contract No. E145-07-01A; Sanitary Sewer Lining; \$185,406.00 [Attachments](#)
8. Payment - Infrastructure Technologies, Inc.; City of Menasha Wastewater Collection System Rehabilitation Improvements Project - Phase 3; Contract No. E145-07-01A; Sanitary Manhole Lining; \$21,095.19 (Payment No. 5) [Attachments](#)
9. Request for Stop Sign on Sixth Street at State Street (Ald. Pack) [Attachments](#)
10. Request for Traffic Control Signage at Lawson Street and Madison Street Intersection [Attachments](#)
11. Request for Traffic Control Signage at Madison Street and Mathewson Street Intersection [Attachments](#)
12. Recommendation to Establish Tire Disposal Fees (Held) [Attachments](#)
13. Memorandum of Understanding Between the City of Menasha and the Town of Harrison - Carpenter Street/Barker Farm Park Bicycle/Pedestrian Access Trail [Attachments](#)

9. ORDINANCES AND RESOLUTIONS

- A. **O-14-08-An Ordinance relating to yield signs on Applewood Drive at Southfield Drive and on Sweetbriar Lane at Southfield Drive (Ald. Benner)** [Attachments](#)
- B. **O-16-08- An Ordinance adopting the City of Menasha Comprehensive Plan (Mayor Merkes)** [Attachments](#)
- C. **R-16-08- Resolution transferring funds (Ald. Wisneski)** [Attachments](#)

10. HELD OVER BUSINESS

- A. **None**

11. COUNCIL DIRECTIVES

- A. **CDD Keil - Entitlement Communities (Ald. Hendricks)**

12. 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**

13. ADJOURNMENT

- A. **Adjournment**

MEETING NOTICE: **TUESDAY**, September 2, 2008

Common Council-7:00 PM
Administration Committee- to be determined
Board of Public Works-to be determined

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

CITY OF MENASHA
Special Session Common Council
140 Main Street, 3rd Floor Council Chambers
July 31, 2008

MINUTES

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1. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:40 p.m.

2. PLEDGE OF ALLEGIANCE

A. [Pledge of Allegiance](#)

3. ROLL CALL/EXCUSED ABSENCES

A. [Roll Call](#)

PRESENT: Ald. Wisneski, Pack, Hendricks, Zelinski, Michalkiewicz, Taylor

EXCUSED: Ald. Pamenter, Benner

ALSO PRESENT: Mayor Merkes, CA/HRD Brandt, C/T Stoffel, Carol Wirth and Dan Pecanac (Wisconsin Public Finance Professionals, LLC), Deputy Clerk Sewall and the Press.

4. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Communications:

A. [Moody's Investors Service Report, 7/17/08: City of Menasha Credit Rating](#)

B. [Moody's Investors Service Report, 7/25/08; Menasha Utilities Credit Rating](#)

Moved by Ald. Pack, seconded by Alderman Michalkiewicz to accept Communications A & B.

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. [People from the gallery to be heard; only pertaining to matters on the agenda. Five \(5\) minute time limit for each person.](#)

No one spoke.

6. DISCUSSION

A. [Presentation by Carol Wirth of Wisconsin Public Finance Professionals, LLC](#)

Ms. Wirth gave a very detailed explanation of the bond sales and Moody's Investors Service recent reaffirmation of the Steam Utility Revenue obligations rating of "MIG-3."

Ms. Wirth stated that although the market is still volatile, Wisconsin Public Finance Professionals, LLC and the

underwriter, Stern Brothers & Co. were able to secure two Wisconsin Banks as large investors in the City of Menasha's bonds.

Ms. Wirth went on to discuss the difference between "Tax-exempt" notes and "Taxable" notes, what the locked in interest rates will be and what happens once the resolutions are approved.

Questions posed by the Common Council were addressed.

7. HELD OVER BUSINESS

A. Motion to remove from the table - R-14-08 Resolution Authorizing the Issuance and Sale of \$5,280,000 General Obligation Promissory Notes (Ald. Hendricks)

Motion made by Ald. Pack, seconded by Ald. Michalkiewicz to remove from the table Resolution R-14-08 Authorizing the issuance and sale of \$5,280,000 General Obligation Promissory Notes.

Roll Call Vote (6-0):

AYES: Wisneski, Pack, Hendricks, Zelinski, Michalkiewicz, Taylor (6)

Discussion ensued.

Motion made by Ald. Pack, seconded by Ald. Wisneski to adopt R-14-08

Roll Call Vote (6-0):

AYES: Wisneski, Pack, Hendricks, Zelinski, Michalkiewicz, Taylor (6)

B. Motion to remove from the table - R-15-08 Resolution Authorizing the Issuance and Sale of \$4,715,000 Taxable General Obligation Promissory Notes (Ald. Hendricks)

Motion made by Ald. Pack, seconded by Ald. Michalkiewicz to remove from the table Resolution R-15-08 Authorizing the issuance and sale of \$4,715,000 Taxable General Obligation Promissory Notes.

Roll Call Vote (6-0):

AYES: Wisneski, Pack, Hendricks, Zelinski, Michalkiewicz, Taylor (6)

Discussion ensued.

Motion made by Ald. Pack, seconded by Ald. Wisneski to adopt R-15-08

Roll Call Vote (6-0):

AYES: Wisneski, Pack, Hendricks, Zelinski, Michalkiewicz, Taylor (6)

8. ADJOURNMENT

A. Adjournment

Moved by Alderman Wisneski, seconded by Alderman Pack to adjourn at 7:40 p.m.

Motion Carried on voice vote.

Respectfully submitted by Kristin Sewall, Deputy City Clerk

CITY OF MENASHA
Joint Common Council and Menasha Utilities Comm.
140 Main Street, 3rd Floor Council Chambers
August 4, 2008

MINUTES

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1. CALL TO ORDER

Meeting called to order by President Allwardt at 5:00 p.m.

2. PLEDGE OF ALLEGIANCE

A. [Pledge of Allegiance](#)

3. ROLL CALL/EXCUSED ABSENCES

A. [Roll Call](#)

PRESENT: Ald. Wisneski, Pack, Hendricks, Zelinski, Michalkiewicz, Pamentor, Taylor

EXCUSED: Ald. Benner

COMMISSIONER: Allwardt, Watson, Merkes,

EXCUSED: Comm Guidote, Fahrback

ALSO PRESENT: CA/HRD Brandt, MUGM Young, Clerk Galeazzi, Atty Jim Bartzen

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

Five (5) minute time limit for each person

A. [People from the gallery to be heard: only pertaining to matters on the agenda - five \(5\) minute time limit for each person.](#)

No one spoke

5. DISCUSSION

A. [Motion to Adjourn into Closed Session pursuant to Sec. 19.85\(1\)\(g\) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved: \(PCI Arbitration\)](#)

Moved by Comm. Watson, seconded by Ald. Wisneski to adjourn into closed session at 5:03 pm.

Motion carried on roll call 10-0 (All voting aye)

B. [Closed Session](#)

[1\) Roll Call](#)

[2\) PCI Arbitration](#)

6. ADJOURNMENT

A. [Menasha Common Council](#)

Moved by Ald. Wisneski, seconded by Ald. Michalkiewicz to adjourn at 5:43 p.m.

Motion carried on voice vote.

B. Menasha Utilities Commission - Motion to reconvene in Open Session to complete items on the agenda of Special Menasha Utilities Commission meeting of August 4, 2008

Moved by Comm. Watson, seconded by Mayor Merkes to adjourn at 5:44 p.m.
Motion carried on voice vote.

Deborah A. Galeazzi

Respectfully submitted by Deborah A. Galeazzi, City Clerk

DRAFT

CITY OF MENASHA
Common Council
City Hall-140 Main St.-Council Chambers-3rd Floor
August 4, 2008

MINUTES

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1. CALL TO ORDER

Meeting called to order by Mayor Merkes at 8:05 p.m.

2. PLEDGE OF ALLEGIANCE

A. [Pledge of Allegiance](#)

3. ROLL CALL/EXCUSED ABSENCES

A. [Roll call](#)

PRESENT: Ald. Wisneski, Pack, Hendricks, Zelinski, Michalkiewicz, Pamentor, Taylor

EXCUSED: Ald. Benner

ALSO PRESENT: Mayor Merkes, CA/HRD Brandt, Lt. Bouchard, DPW Radtke, CDD Keil, AP Beckendorf, PRD Tungate, C/T Stoffel, Clerk Galeazzi, and the Press.

DEPT. HEAD EXCUSED: PHD Nett

4. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. [Common Council, 7/21/08](#)

B. [Special Session Common Council, 7/23/08](#)

Moved by Alderman Pack, seconded by Alderman Michalkiewicz to approve minutes A&B

Motion Carried on voice vote

Results:

Minutes to receive:

C. [Administration Committee, 7/21/08](#)

D. [Board of Public Works, 7/21/08](#)

E. [Library Board, 7/17/08](#)

F. [NM Fire-Rescue, 7/22/08; Finance & Personnel Committee](#)

G. [N-M Sewerage Commission, 6/24/08](#)

H. [NM Fire-Rescue, 7/23/08; Joint Fire Commission](#)

I. [Plan Commission, 7/22/08](#)

J. [Police Commission, 7/17/08](#)

K. [Safety Committee, 6/4/08; City Hall](#)

L. [Safety Committee, 6/24/08; Public Works and Parks](#)

M. [Safety Committee, 5/15/08; Police](#)

Communications:

A. [Cities and Villages Mutual Insurance Company, 6/24/08; Work Site Activity Observation Sheet for City of Menasha](#)

B. [Paul Konetzke to Plan Commission, 6/20/08; Comments/request for changes to Comprehensive Plan](#)

C. [RR Donnelley, 7/08; Residential Electronics Recycling Event Information](#)

D. [Senior Center, 7/28/08; Thank you letter to Evie Sturn family for donation](#)

E. [Winnebago County, 7/28/08; Notice of commencement of proceedings in regards to foreclose tax liens at said properties: 428 6th St., 800 De Pere St., 508 Olde Midway Rd., 740 Broad St.](#)

F. [Wisconsin Dept. of Commerce, 7/29/08; CDBG grant recipient](#)

G. [Wis. DOT, 6/18/08; Notice of intent to reissue a WI pollutant discharge elimination system permit to Pechiney Plastic Packaging](#)

H. [Wisconsin Public Finance Professionals, LLC, 7/24/08; Update and new contact information for Carol Wirth and others.](#)

Moved by Alderman Pack, seconded by Alderman Michalkiewicz to accept Minutes to Receive C-M and Communications A-H

Discussion: Ald. Taylor-Comm. #C, RR Donnelly electronics recycling event; Comm. #F, DOC Planning Grant recipient. CDD Keil explained the grant will be used to prepare the documents to apply for Brownfield Grant.

Motion Carried on voice vote

Results:

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

Five (5) minute time limit for each person

A. [PUBLIC HEARING- Special Use Permit Application for 1285 Appleton Rd. \(John Lindsay, III\) to allow operation of a used vehicle sales business.](#)

No one spoke

B. [PUBLIC HEARING-Rezoning of Lot 10 of Province Terrace plat \(1173 Province Terrace\) from R-2 Two Family Residential to C-3 Business and Office District.](#)

No one spoke

C. [Public comments on matters of concern to the City](#)

1. Stan Sevenich, 645 9th Street. Settlement Agreement with PCI.

2. Ken Kubiak, 1214 Fieldview. Questions on Lots 10 & 15 Province Terrace; Settlement Agreement with PCI.

3. Jeff Riedl, 408 Appleton Street. K-9 Corp event on July 26.

6. APPOINTMENTS

A. [None](#)

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. [7/22/08; Recommends denial of the special use permit applicaiton of Don Verkuilen to operate a kennel at 2889 Manitowoc Road based on the findings that: 1\) A special use permit procedure was not the proper procedure. 2\) The use of a kennel is incompatible with the surrounding uses because of the potential for breeding and closeness to neighboring properties.](#)

Mayor Merkes reported Mr. Verkuilen requested this item be removed from the agenda.

Moved by Alderman Michalkiewicz, seconded by Alderman Wisneski to table item

Motion Passed

Results:

Roll Call:

AYES: Hendricks , Michalkiewicz , Pack , Pamentner , Taylor , Wisneski , Zelinski (7)

2. [7/22/08; Recommends approval of the rezoning of parcel #7-01-10 from R-2 to C-3.](#)

Moved by Alderman Wisneski, seconded by Alderman Michalkiewicz to approve rezoning

Motion Carried on voice vote

Results:

3. [7/22/08; Recommends approval of the special use permit application of John F. Lindsay III based on the conclusion that the proposed use is appropriate for the lot and neighborhood and with the following conditions: 1\) Existing rooftop lights must not be used. 2\) Three additional shrubs per front setback area must be added, for a total of 12 shrubs. 3\) The owner must work with staff on the addition of a planting island adjacent to the west side of the building. 4\) All vehicles stored outside must be in driving condition. 5\) There is to be no outdoor storage of equipment, parts or materials. 6\) The existing pole sign must be removed.](#)

Moved by Alderman Wisneski, seconded by Alderman Pack to approve w/ Conditions Special Use Permit

Motion Carried on voice vote

Results:

4. [7/22/08; Recommends approval of the extraterritorial CSM on Tayco Road in the Town of Menasha.](#)

Moved by Alderman Wisneski, seconded by Alderman Pack to approve recommendation

Motion Carried on voice vote

Results:

B. Administration Committee:

1. [CVMIC Dividend Payment Option](#)

Moved by Alderman Wisneski, seconded by Alderman Pack to accept Option #1

Motion Passed

Results:

Roll Call:

AYES: Hendricks , Michalkiewicz , Pack , Pamentner , Taylor , Wisneski , Zelinski (7)

2. [Termination of Offer to Purchase, Lot 10 Province Terrace \(No action necessary\)](#)

No action necessary

3. Offer to Purchase, Lot 15 Province Terrace, Wiegert Enterprises, LLC.

Moved by Alderman Wisneski, seconded by Alderman Pack to accept Offer to Purchase

Motion Passed

Results:

Roll Call:

AYES: Hendricks , Michalkiewicz , Pack , Pamentor , Taylor , Wisneski , Zelinski (7)

4. Accounts payable and payroll 7/24/08-7/31/08 in the amount of \$1,094,110.58

Moved by Alderman Wisneski, seconded by Alderman Pack to approve Accounts Payable and Payroll

Motion Passed

Results:

Roll Call:

AYES: Hendricks , Michalkiewicz , Pack , Pamentor , Taylor , Wisneski , Zelinski (7)

C. Board of Public Works:

1. Street Use Application - St. Mary Central High Homecoming Parade; Friday, September 26, 2008; 5:00 PM - 5:45 PM

Moved by Alderman Pack, seconded by Alderman Taylor to approve Street Use Application

Motion Carried on voice vote

Results:

2. Street Use Application - Menasha High School Homecoming Parade; Friday, September 26, 2008; 5:30 PM - 6:15 PM

Moved by Alderman Pack, seconded by Alderman Taylor to approve Street Use Application

Motion Carried on voice vote

Results:

3. Payment - Badger Highways Co., Inc.; New Street Construction/Street Reconstruction; Contract Unit No. 2008-01; \$180,457.25 (Payment No. 2)

Moved by Alderman Pack, seconded by Alderman Wisneski to approve payment

Motion Passed

Results:

Roll Call:

AYES: Hendricks , Michalkiewicz , Pack , Pamentor , Taylor , Wisneski , Zelinski (7)

4. Recommendation to Establish Tire Disposal Fees

Held in Board of Public Works

10. ORDINANCES AND RESOLUTIONS

A. O-12-08 - An Ordinance Relating to Destruction of City Property (Ald. Wisneski)

Moved by Alderman Wisneski, seconded by Alderman Hendricks to adopt O-12-08

Motion Passed

Results:

Roll Call:

AYES: Hendricks , Michalkiewicz , Pack , Pamerter , Taylor , Wisneski , Zelinski (7)

B. O-13-08-An Ordinance Relating to Landmarks Commission (Ald. Pamerter-Recommendation of Landmarks Commission)

Moved by Alderman Wisneski, seconded by Alderman Pamerter to adopt O-13-08

Motion Passed

Results:

Roll Call:

AYES: Hendricks , Michalkiewicz , Pack , Pamerter , Taylor , Wisneski , Zelinski (7)

C. O-14 -08 An Ordinance Relating to Yield Signs on Applewood Drive at Southfield Drive and on Sweetbriar Lane at Southfield Drive

No Action

D. O-15 -08 An Ordinance Relating to Tire Disposal

Moved by Alderman Wisneski, seconded by Alderman Michalkiewicz to suspend the rules and take up O-15-08 at this time

Motion Passed

Results:

Roll Call:

AYES: Hendricks , Michalkiewicz , Pack , Pamerter , Taylor , Wisneski , Zelinski (7)

Moved by Alderman Wisneski, seconded by Alderman Pack to adopt O-15-08

Motion Passed

Results:

Roll Call:

AYES: Hendricks , Michalkiewicz , Pack , Pamerter , Taylor , Wisneski , Zelinski (7)

E. O-16-08 - An Ordinance to Adopt the City of Menasha Year 2030 Comprehensive Plan

No Action

F. O-17-08 An Ordinance Amending Title 13 by Making Certain Changes in the District (Parcel #7-01-10 Rezoning)

Moved by Alderman Wisneski, seconded by Alderman Pack to adopt O-17-08

Motion Passed

Results:

Roll Call:

AYES: Hendricks , Michalkiewicz , Pack , Pamerter , Taylor , Wisneski , Zelinski (7)

11. HELD OVER BUSINESS

A. Street Use Application- St. Joseph's Food Pantry Run/Walk; Saturday, November 1, 2008; 8:45 AM-10:00 AM (Pacesetter's of the Fox Cities) (Held 7/21/08)

Moved by Alderman Pack, seconded by Alderman Taylor to approve Street Use Application

Motion Carried on voice vote

Results:

B. Street Use Application- Grunski Runski; 10K and 2 Mile Run/Walk; Saturday, August 9, 2008; 8:30 AM-10:30 AM; (City of Menasha Parks and Recreation Department)(Held 7/21/08)

Moved by Alderman Pack, seconded by Alderman Taylor to approve Street Use Application

Motion Carried on voice vote

Results:

C. Solicitation of Interest in a Potential Solid Waste Management Board Ban of Computers/Electronics at the Winnebago County Landfill (Held 7/21/08)

Moved by Alderman Pack, seconded by Alderman Wisneski to approve Solicitation of Interest

Motion Carried on voice vote

Results:

D. Motion to remove from the table - Solicitation of Interest in a Consolidated Procurement of Carts for Single Stream Recycling by the Winnebago County Solid Waste Management Board (Ald. Hendricks)

Moved by Alderman Hendricks, seconded by Alderman Pack to remove from the table Solicitation of Interest

Motion Carried on voice vote

Results:

Moved by Alderman Hendricks, seconded by Alderman Wisneski to approve Solicitation of Interest and indicate to the County we are not able to commit to the purchase of any carts, but we are interested in pursuing this in the future after we have had time to assess the budget impact of cart and equipment purchases

Motion Carried on voice vote

Results:

12. 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

No one spoke

13. ADJOURNMENT

A. Adjournment

Moved by Alderman Pack, seconded by Alderman Michalkiewicz to adjourn at 8:41 p.m.

Motion Carried on voice vote

Results:

Deborah A. Galeazzi

Respectfully submitted by Deborah A. Galeazzi, City Clerk

CITY OF MENASHA
Joint Common Council and Plan Commission
140 Main Street, 3rd Floor Council Chambers
August 4, 2008

MINUTES

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1. CALL TO ORDER

Meeting called to order by Mayor Merkes at 7:00 p.m.

2. ROLL CALL/EXCUSED ABSENCES

A. [Roll Call](#)

PRESENT: Ald. Wisneski, Pack, Hendricks, Zelinski, Michalkiewicz, Pamentor, Taylor
Comm. Sanders, Cruickshank, Schmidt, Mayor Merkes, Ald. Zelinski, Dir Radtke

EXCUSED: Ald. Benner, Comm. Sturm

ALSO PRESENT: CA/HRD Brandt, Lt. Bouchard, CDD Keil, AP Beckendorf, DPW Radtke, C/T Stoffel, PRD
Tungate, Christine Symchych (FOTH), Clerk Galeazzi, and the Press

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

Five (5) minute time limit for each person

A. [PUBLIC HEARING: To Adopt the City of Menasha Year 2030 Comprehensive Plan.](#)

Mayor Merkes read the public hearing notice that was published in the newspaper on July 2, 2008.

Christine Symchych from Foth gave a presentation on the City of Menasha Comprehensive Plan.

Joanne Roush, 409 Cleveland Street. Comprehensive Plan doesn't address effect of Steam Plant issue on City.

Jeff Riedl, 408 Appleton Street. Comprehensive Plan doesn't address Steam Plant issue; concerned with spot zoning; focus more on safety; mix of residential and commercial in older sections of City. Should address issues the same in newer and older sections of City.

Mayor Don Merkes. Comprehensive Plan identifies where work needs to be done; capitol improvements big part of plan; make housing available to all.

A letter from Paul Konetzke, 713 Lincoln Street, was made part of the public hearing record.

Norm Sanders, Plan Commission Member. Seen lot of changes over the year; plan addresses changes.

Dave Schmidt, Plan Commission Member. Comprehensive Plan is important process to City planning; attending many meetings; listening to others that have attended the meetings.

Mary Nebel, 713 First Street. New ordinances will need to be adopted; Comprehensive Plan should emphasize improvements to all areas of the City; already have 11 TIFs, do not need more.

Mayor Merkes closed the Public Hearing at 7:44 p.m.

Christine Symchych address a few questions asked during the public hearing.

The next step in the Comprehensive Plan process is to take comments made during the public hearing and see if the plan will need to be revised. Also waiting for compliance approval from the State of Wisconsin. Will bring amended Comprehensive Plan to the Common Council in the next few weeks for adoption.

4. ADJOURNMENT

A. Adjournment

Moved by Alderman Hendricks, seconded by Alderman Michalkiewicz to adjourn at 7:58 p.m.

Motion Carried on voice vote

Results:

Deborah A. Galeazzi

Respectfully submitted by Deborah A. Galeazzi, City Clerk

DRAFT

CITY OF MENASHA
Administration Committee
140 Main Street, 3rd Floor Council Chambers
August 4, 2008

MINUTES

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1. CALL TO ORDER

Meeting called to order by Chairman Wisneski at 6:10 p.m.

2. ROLL CALL/EXCUSED ABSENCES

A. [Roll Call](#)

PRESENT: Ald. Wisneski, Pack, Hendricks, Zelinski, Michalkiewicz, Pamenter, Taylor

EXCUSED: Ald. Benner

ALSO PRESENT: Mayor Merkes, CA/HRD Brandt, Lt. Bouchard, DPW Radtke, CDD Keil, AP Beckendorf, C/T Stoffel, Clerk Galeazzi, and the Press.

3. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

A. [Administration Committee Minutes, 7/21/08](#)

Moved by Alderman Pack, seconded by Alderman Michalkiewicz to approve minutes

Motion Carried on voice vote

Results:

4. DISCUSSION

A. [CVMIC Dividend Payment Option](#)

CA/HRD Brandt gave a brief history of the creation of Cities and Villages Mutual Insurance Company (CVMIC) and how the City became a member. CVMIC will be paying dividends to its members since the revenue bonds issued in 1987 and 1997 have been paid in full. They will return 85% of available funds to members and retain 15% in reserves. It is recommended that Option 1 of the agreement be approved. Dividend payments to the City will be approximately \$21,053.00 on March 1, 2009.

B. [Termination of Offer to Purchase, Lot 10 Province Terrace \(No action necessary\)](#)

CDD Keil explained after the original Offer to Purchase by Wiegert Enterprises for Lot 10 Province Terrace was approved by the Council, a preliminary site plan was done and it was discovered the planned project would not fit on the parcel due to the drainage way and the 75' set back required. Wiegert Enterprises have now made an offer on Lot 15, which will accommodate their project. No action is necessary by the Council as it states in the offer, the offer is considered null and void if the parcel is unsuitable for the proposed development

C. [Offer to Purchase, Lot 15 Province Terrace, Wiegert Enterprises, LLC.](#)

CDD Keil explained the project for this parcel will be a 10,000 square foot day care facility. When questioned if the buyer of the lot has secured their financing, CDD Keil reported the Offer to Purchase does have a financing contingency. However, the City is only selling the lot and the only requirement would be to have to

build on the lot within 18 months of purchase.

D. O-17-08 An Ordinance Amending Title 13 by Making Certain Changes in the District (Parcel #7-01-10 Rezoning)

Mayor Merkes explained one correction on the ordinance the property will be changed from an R-2, Two Family Residential to a C-3 Business and Office.

E. Accounts payable and payroll 7/18/08-7/31/08 in the amount of \$1,094,110.58

Ck. #17866-UW Fox Valley-\$1,095.00 - videotaping council meeting, 4/7/08 to 6/17/08

Ck. #17899-Gunta & Reak SC-\$1,625.66 - legal fees for claim against the city involving Police Dept.

Ck. #17923-Omni Assoc.-\$1,000.00 - assist in land acquisition for 3rd Street project

5. ADJOURNMENT

A. Adjournment

Moved by Alderman Michalkiewicz, seconded by Alderman Pack to adjourn at 6:26 p.m.

Motion Carried on voice vote

Results:

Deborah A. Galeazzi

Respectfully submitted by Deborah A. Galeazzi, City Clerk

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers, 140 Main Street, Menasha
August 4, 2008

MINUTES

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1. CALL TO ORDER

Meeting called to order by Chairman Pack at 6:30 p.m.

2. ROLL CALL/EXCUSED ABSENCES

A. -

PRESENT: Wisneski, Pack, Hendricks, Zelinski, Michalkiewicz, Pamentor, Taylor,

EXCUSED: Benner

ALSO PRESENT: Mayor Merkes, CA/HRD Brandt, Lt. Bouchard, DPW Radtke, CDD Keil, AP Beckendorf, C/T Stoffel, Clerk Galeazzi, the Press

3. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

A. [July 21, 2008](#)

Moved by Alderman Wisneski, seconded by Alderman Hendricks to approve minutes of July 21, 2008

Motion Carried on voice vote

Results:

4. DISCUSSION

A. [Street Use Application - St. Mary Central High Homecoming Parade; Friday, September 26, 2008; 5:00 PM - 5:45 PM](#)

CA/HRD Brandt explained he has received insurance certificates from both St. Mary's and Menasha High School. Insurance is in order and acceptable.

Lt. Bouchard reported Police Dept. will use staff and Auxiliary officers to help with both parades.

B. [Street Use Application - Menasha High School Homecoming Parade; Friday, September 26, 2008; 5:30 PM - 6:15 PM](#)

No Questions or Discussion

C. [Payment - Badger Highways Co., Inc.; New Street Construction/Street Reconstruction; Contract Unit No. 2008-01; \\$180,457.25 \(Payment No. 2\)](#)

DPW Radtke explained everything is in order and acceptable for this payment.

D. [O-14 -08 An Ordinance Relating to Yield Signs on Applewood Drive at Southfield Drive and on Sweetbriar Lane at Southfield Drive](#)

No Questions or Discussion

E. O-15 -08 An Ordinance Relating to Tire Disposal

CA/HRD Brandt is recommending the Council suspend the rules and take up this ordinance during the Common Council meeting . The tire disposal fees can be established after the ordinance is passed and published. This will allow the City to start collecting the new fees when the City is required to pay the increase set by the County.

F. Recommendation to Establish Tire Disposal Fees

Moved by Alderman Wisneski, seconded by Alderman Michalkiewicz to hold item until next meeting

Motion Held

Results:

5. ADJOURNMENT

A. -

Moved by Alderman Michalkiewicz, seconded by Alderman Pamenter to adjourn at 6:38 p.m.

Motion Carried on voice vote

Results:

Deborah A. Galeazzi

Respectfully submitted by Deborah A. Galeazzi, City Clerk

CITY OF MENASHA
IT Steering Committee
Gegan Room, Menasha Public Library
June 18, 2008

MINUTES

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1. CALL TO ORDER

Meeting called to order at 8:17 AM by CHAIRMAN Wisneski.

Present: CHAIRMAN Wisneski, AP Beckendorf (8:25), COMP Stoffel, ITMgr Lacey and PC Stanke

Excused: HR Specialist Taubel and PWS Jacobson

Also Present: HR Admin Asst. Clausing and ITSupv James

2. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

A. [Approval of minutes of May 21, 2008 IT Steering committee meeting](#)

Moved by ITMgr Lacey, seconded by PC Stanke to approve the minutes of the May 21, 2008 IT Steering Committee meeting.

Motion Carried on voice vote

Results:

3. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

A. [Committee monthly update on status of projects/operations/costs](#)

ITMgr Lacey distributed the monthly IT Department update. He informed the Committee that the e-mail archiving solution needed to comply with the open records laws had been purchased. ITMgr Lacey had also visited Winnebago County offices with members of the Police Department to view the mug shot/booking process there. In response to an inquiry, there is a meeting today to discuss some issues with the toner/printer maintenance agreement discussed at a previous IT Steering Committee meeting. That agreement should be brought back to the Committee at its next meeting.

4. ACTION ITEMS

A. [Committee discussion and recommendation on changes to City Code, Chapter 4, Section 3-4-1, Disposal of Lost, Abandoned and Surplus Property](#)

Moved by PC Stanke, seconded by AP Beckendorf to recommend Ordinance 0-9-08 to the Common Council for approval.

Motion Carried on voice vote

Results:

B. [Committee discussion and recommendation on next IT Steering Committee meeting date - July 16th, third Wednesday](#)

After discussion, by consensus of the members present, the next Information Technology Steering

Committee meeting will be held on Wednesday, July 16th, at 8:15 AM in the Gegan Room of the Menasha Public Library.

5. ADJOURNMENT

A.

Moved by PC Stanke, seconded by ITMgr Lacey to adjourn at 8:33 AM.

Motion Carried on voice vote

Results:

Respectfully submitted,

Thomas Stoffel
Committee Secretary

	Budget \$	YTD \$	% used YTD
Total Budget	\$380,821	\$126,352	33.18%

January 2008 through May 2008

**I.T. Department
Projects
May 21, 2008 through June 17, 2008**

- Novus Agenda assistance
- Continue monitoring virus activity and block SPAM e-mail.
- Monitor and administrate City Network.
- Monitor and administrate City phone system.
- Project and Training planning for 2008
- Work with Assessor Consultants on Assessor database.
- Research and analyze different options for replacement of City Finance/HR software.
- Website administration.
- Implement Storage Area Network (SAN) to accommodate long term secured storage for Police Interview Videos and City GIS maps.
- Purchased Orca Blackfish solution for e-mail archiving for open records compliance.
- Health Department Charting/Time Reporting Database Project.
- E-Bay posting and started training.
- Work with Winnebago County on implementation of OffenderTrac for Mugshot/Booking processing.
- Worked with PWF staff on Fleet/Fuel project.
- Made changes to Phone Directory.
- City Administration Directory project with Deputy Clerk.
- Enhanced dog license application and ID software.
- Researched Print Care/Toner supply service.

**CITY OF MENASHA
Plan Commission
Council Chambers, 140 Main Street, Menasha
August 12, 2008**

DRAFT MINUTES

1. CALL TO ORDER

Mayor Merkes called the meeting to order at 3:38 p.m.

Mayor Merkes opened the public hearing by asking if anyone from the gallery would like to speak. No one spoke.

2. ROLL CALL/EXCUSED ABSENCES

A.

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, DPW Radtke, Ald. Zielinski (3:55 p.m.), and Commissioners Schmidt and Sturm.

PLAN COMMISSION MEMBERS EXCUSED: Commissioners Sanders and Cruickshank and Alderman Benner.

OTHERS PRESENT: CDD Keil and AP Beckendorf

3. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. Minutes of the July 22, 2008 Plan Commission meeting.

Moved by DPW Radtke, seconded by Comm. Schmidt to approve the July 22, 2008 Plan Commission meeting minutes.

Motion Carried on voice vote

Results:

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

Five (5) minute time limit for each person

A.

None.

5. DISCUSSION

A. None

None.

6. ACTION ITEMS

A. Special Use Permit - Heckrodt Wetland Reserve - 1305 Plank Road

Moved by Comm. Sturm, seconded by DPW Radtke to recommend approval of the Special Use Permit application of Heckrodt Wetland Reserve to expand an existing garage and pavilion based on the nature of the buildings, the Reserve's need for space, the considerations that the facade materials will match existing and the secluded location of the buildings on the reserve.

AP Beckendorf described the project and location within the wetland reserve. The buildings are over 300 feet from the closest property line and are not visible from adjacent properties. Discussion ensued regarding facade materials. The proposal is to match existing.

Motion Carried on voice vote

Results:

B. Certified Survey Map Review - Kernan Avenue

Moved by Comm. Schmidt, seconded by Mayor Merkes to recommend approval of the CSM on Kernan Avenue with the finding that shifting the lot line to include the existing pond within one parcel is a sound rationale for reconfiguring the lot boundaries.

CDD Keil explained that the purpose of the proposal is to contain the pond entirely within Lot 3.

Commissioners discussed the following:

- Whether this would affect the ability to build on Lot 3.
- That the ponds adjacent to Lot 3 are not subject to shoreland zoning.
- Whether this proposal would affect utilities location and easements.

Motion Carried on voice vote

Results:

C. Certified Survey Map - Appleton Road - Town of Menasha - Extraterritorial

Moved by Mayor Merkes, seconded by DPW Radtke to table the extraterritorial CSM on Appleton Road in the Town of Menasha.

AP Beckendorf explained that the proposed CSM has an error regarding Outlot 1 that the Town has asked the survey company to correct. Once the CSM has been corrected, it will be brought back to the Plan Commission for approval.

Motion Carried on voice vote

Results:

D. Retention of the Southerly 150' of Lot 10 of the Province Terrace Plat for Public Greenspace

Moved by Mayor Merkes, seconded by DPW Radtke to other refer to the Park Board the retention of the southerly 150 feet of Lot 10, Province Terrace Plat, for public greenspace.

CDD Keil described the portion of Lot 10 that may be of use to the city but holds little economic value for buyers because of the presence of wetlands and a navigable

drainageway.

Commissioners discussed the following:

- Increasing the proposed size of the property.
- Long-term maintenance. CDD Keil explained that the long-term maintenance should be minimal due to the regulatory limitations placed on the use of wetlands and navigable drainageways.
- Quality of the wetland.
- The best long-term use of this property for the community.
- Referring this proposal to the park board.

Motion Carried on voice vote

Results:

E. Certified Survey Map - Lake Park Road - George Hansel

Commissioners discussed the following:

- Property access issues.
- Lot size and the possibility of a PUD if the lot size was increased.
- Possible transfer of jurisdiction for Lake Park Road from the County to the City.
- Appropriate density for the site.

This item was held over.

7. ADJOURNMENT

A. -

Moved by Comm. Sturm, seconded by DPW Radtke to adjourn at 4:28 p.m.

Motion Carried on voice vote

Results:

**CITY OF MENASHA
Sustainability Board
City Hall-140 Main St.-Council Chambers-3rd Floor
July 22, 2008**

MINUTES

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1. CALL TO ORDER

Meeting called to order by Chairman Stoll at 6:35 PM.

2. ROLL CALL/EXCUSED ABSENCES

A. [Roll call](#)

Members Present: Linda Stoll, Roger Kanitz, Mike Dillon

Members Excused: Becky Bauer, Trevor Frank

Others Present: Mayor Merkes, Ald. Pamentor, CDD Keil, Chris Voightlander, Joell Owen Boyce, Mary Kelly

3. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. [Sustainability Board, 6/10/08](#)

Motion made by Mike Dillon, seconded by Roger Kanitz to approve Sustainability Board minutes of 6/10/08.
Motion carried.

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

Five (5) minute time limit for each person

A. [Public comments on matters pertaining to the Sustainability Board](#)

No one spoke

5. DISCUSSION

A. [Status Report on Sustainability Board Webpage](#)

Mayor Merkes reported that a rough draft has been created. Linda Stoll suggested CDD Keil give Mayor Merkes the 4 principles from the Natural Step for inclusion on the website. She also suggested the website include any upcoming sustainable events.

B. [Status Report on Farmers Market](#)

Mary Kelly reported that she spoke with vendors at the Neenah farmers market and several produce vendors are willing to participate. Mary suggested holding the farmers market on Thursdays from 2 PM to 7 or 8 PM.

Mayor Merkes spoke with Menasha Health Sanitarian Todd Drew about health permits. The only requirement is that vendors have a certified scale. If they are selling prepared or refrigerated food they would need a permit.

Mayor Merkes spoke with Karen Harkness, Future Neenah, about cross-promotion of the Neenah and Menasha

farmers markets.

Ald. Pamerter suggested the inclusion of complimentary events and the use of the NEW Foods vendor list to inquire about participation. Board members discussed what the criteria for admitting vendors and establishment of a vendor fee to participate. The policies used by other farm markets will be obtained and Menasha's should be comparable.

The Board concluded that the farmers market will be held from August 14, 2008-October 23, 2008 in the Main Street parking structure.

Linda Stoll stated that she would coordinate vendors on an interim basis.

C. Status Report on Natural Step Training for Citizens

Roger Kanitz reported that he is seeking lists for Natural Step training from United Way Information and Referral.

D. Sustainability Board Participation in Menasha Utilities Energy Fair

This item was briefly discussed under meeting with Menasha Utilities report.

E. Baseline Study- Approach and Timetable

This item was discussed under Report on Meeting/Training with City of Menasha Department Heads.

F. City Participation in a Stormwater Management Demonstration Project at the Gilbert Site

CDD Keil stated that he had a conversation with Eric Fowle, Executive Director of the East Central Wisconsin Regional Planning Commission. Eric is interested in making their office site more sustainable with the addition of native plantings and on-site stormwater management. CDD Keil felt that this might provide an opportunity for the Sustainability Board to create a demonstration project.

Board members were in agreement with pursuing the concept of a demonstration project on this site.

G. Report on the meeting between Menasha Utilities and the Sustainability Board on the potential opportunities for the development of a Community Wide Energy Conservation Awareness Program

Mike Dillon, Roger Kanitz, Mayor Merkes and Chris Voightlander, Menasha Utilities, met to discuss energy conservation programs/activities in the city. Currently, the Menasha Utilities Energy Fair gives back through the Public Benefits program: 50% to LMI energy assistance and 50% to energy conservation.

At its energy fair, the Utility provides \$15-20,000 in product to customers at a \$25 maximum per customer.

CDD Keil is to arrange a meeting with Mary Bach to discuss energy assistance to LMI persons with Mike Dillon, Mayor Merkes, Chris Voightlander and CDD Keil to participate

Mike Dillon talked about second round of environmental education grants available to schools from SCA Tissue.

H. Report on Meeting/Training with City of Menasha Department Heads

CDD Keil reported that the training with the Department Heads on the Natural Step was generally well received. There was some consensus to approach baseline assessments at a manageable level.

Linda Stoll reported on how other communities approached the baseline assessment.

Mike Dillon stated that Focus on Energy offers project engineering grants of up to \$100,000 and that funding assistance for the baseline study may be available through this program.

Discussion ensued about the possibility of UW- Fox Valley interns assisting in the city's baseline study.

I. [Incentives to retain stormwater runoff on residential or business properties](#)

Board members discussed providing cost sharing and/or other incentives for on-site stormwater management facilities/devices, such as rain gardens and rain barrels.

6. ACTION ITEMS

A. [Set next meeting date](#)

Next meeting set for August 19, 2008 at 6:30 PM in the Menasha Council Chambers.

7. ADJOURNMENT

A. [Adjournment](#)

Motion made by Mike Dillon, seconded by Linda Stoll to adjourn at 8:47 PM.

DRAFT

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

July 31, 2008

Draft

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 7:30 A.M., with Commissioners Joe Guidote and Carla Watson present on roll call. Also present were Doug Young, General Manager; Melanie Krause, Manager of Business Operations; Lonnie Pichler, Electric Distribution Supervisor; Dave Rodriguez, Customer and Utility Services Manager; Kristin Schalinski, Business Operations Accountant; Dick Sturm, Manager of Steam Production; John Teale, Technical Services Engineer; Chris Voigtlander, Energy Services Representative, 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, spoke regarding the September steam interest payment, the rating by Moody's and a successful plan/financial model for paying down the principal.

Mickie Coenen, 901 Seventh Street, spoke regarding other serious needs in the community, and the lack of a financial plan that was discussed a year ago.

Joanne Roush, 409 Cleveland Street, spoke on the status of basic expectations of both Moody's reports.

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

- A. Minutes of the Regular Meeting of June 25, 2008.
- B. Checks dated July 3 - 31, 2008, which includes Net Payroll Voucher Checks, Void O & M Check #033676, and Operation and Maintenance Voucher Checks for a total of \$1,454,191.79, 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 June 9 to Water Plant Supv. Gerald Sturm, from Jim Schedgick, WDNR, re: annual inspection of water system
 - Copy of letter dated June 25 to General Manager Young, from Meja Maka, WDNR, re: Safe Drinking Water Loan Program Application
 - Copy of letter dated June 25 to General Manager Young, from Mayor Donald Merkes, re: Thank You-Fireworks Show
 - Copy of memorandum dated June 30 to MEUW Members, from MEUW Executive Director Dave Benforado, re: Membership Policy Resolutions
 - Copy of memorandum dated July 18 to Manager of Business Operations Krause, from Mike DeMoss & Ken Horner, CVMIC, re: Liability Dividend Report

General Manager Young commented on the June 9 DNR letter. Annually the DNR does a periodic review of the water system. The inspection revealed the water system is currently operating as efficiently as possible.

He also mentioned the June 25 letter from the DNR regarding the Safe Drinking Water Loan Application in regard to the Third Street Project, and the July 28 memorandum from CVMIC regarding the 2008 Liability Dividend Report.

Item IV. June Financial and Operations Statement – Manager of Business Operations Krause commented on the income statements. One of the larger variances for electric distribution expenses in administrative is due to wages being charged to work orders; the other income is higher than budgeted because ATC dividends were higher than anticipated; the water pumping expenses for the month of June were lower than anticipated because the clearwell wall repairs originally budgeted were not done; and the industrial water consumption increased due to SCA taking water. On the steam utility income statement, the auxiliary power variance relates to the PCAC for the month; the outside services employed includes the litigation legal costs; and even though Unit #5 was down for the majority of the month, revenues were not off substantially because of hitting the peak demand.

Comm. Guidote asked about the coal variance. Mrs. Krause stated there is a coal contract price adjustment that will bring it closer to budget for the remainder of the year.

Comm. Allwardt asked about the water losses. Electric & Water Distribution Supervisor Pichler gave an update on approximately 15 hydrants that are leaking and need to be repaired. There is also a main leak on Airport Road that will be repaired.

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

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

Item VI. Purchase Orders over \$10,000.00 issued since the last Commission meeting were presented for informational purposes. Mrs. Krause distributed a revised purchase order list that included an item for Able Services that is in the maintenance budget for 2008. A third item has been requested, and was not included on the revised list. A purchase order to Bergstrom's in the amount of \$20,755 for a Chevy Silverado. The item was also included in the 2008 budget.

Item VII. Unfinished Business, Workout Plan – Mrs. Krause stated a revised plan was not included in the packet because the majority of time this past month has been spent on Unit #5 and on preparation for litigation/mediation. Reliability/availability/production information has been added to the plan, and staff is investigating methods to capture this information.

#5 T/G Update – Manager of Steam Production Sturm reported Unit #5 was brought back on line July 14. The MISO market has been favorable and high pressure steam from the #4 boiler is being used for the condensing operation of the #4 turbine. One of the significant finds on #5 was the failure of the generator air cooler heat exchanger being caused by microbiologically influenced corrosion. This issue is relatively new to this area, and flushing preventative measures will be utilized. The unit is running satisfactorily.

An annual maintenance outage is scheduled for the #4 boiler in October, and most of the steam necessary will be supplied to the largest customer.

Comm. Allwardt asked about plans moving forward now that #5 is online and preparation for litigation is complete, in addition to the lack of progress with the steam customer contracts. General Manager Young reported on meetings with the financial planners to develop a financial plan moving forward. One of the issues with Moody's related to only having five months of data instead of having enough audited financial data to project out for a longer period of time.

Comm. Allwardt questioned whether the Sargent and Lundy report will be modified based on operating experience. General Manager Young stated this will be part of the financial piece to discuss with the financial planners. Part of the model will have to consider the impact of new customers as opposed to going down the same path of MISO sales.

Comm. Guidote asked about a timeframe for the financial plan. Mrs. Krause stated budget packets will be distributed to managers and supervisors shortly, and a long-range strategic plan will be started as part of the budget process.

Item VIII. New Business, Pillar of Public Power Award – General Manager Young presented Commission President Mark Allwardt with the MEUW Pillar of Public Power Award for his 20 years of dedicated service.

Water Plant Professional Service Agreement, Automation of the Sludge Blow-down – General Manager Young stated this item was waiting for release of additional funds from the Safe Drinking Water Loan. The funds have now been released, and this request will automate more of the plant operations.

The motion by Comm. Guidote, seconded by Comm. Watson, was unanimously approved on roll call to authorize the Agreement for Professional Services in the amount of \$8,700.

Approval of Workplace Health & Safety Program Policy Statement – Mr. Pichler reported the policy statement had been approved by the Safety Committee and it will be an introduction document to the safety manual

Mrs. Krause added the Bloodborne Pathogen Policy has also been updated.

The motion by Comm. Watson, seconded by Comm. Guidote, was unanimous to approve the Workplace Health & Safety Program Policy Statement.

Resolution Implementing Utility-Wide Energy Management Policy – Energy Services Representative Voigtlander reported this is a conservation program within utility facilities to reduce energy usage by 5% within the next three years. This program is one that could be incorporated into the city buildings and schools.

General Manager Young stated there may be some capital items in 2008; Comm. Allwardt asked to have a payback analysis included for those items.

The motion by Comm. Guidote, seconded by Comm. Watson, was unanimous to approve the following resolution:

**RESOLUTION FOR
IMPLEMENTING UTILITY-WIDE ENERGY MANAGEMENT POLICY**

WHEREAS, Menasha Utilities is committed to being an environmentally responsible community and municipally owned and operated utility dedicated to improving global and local quality of life through active environmental stewardship; and

WHEREAS, Menasha Utilities supports the Wisconsin Energy Independent Communities Partnership and adopts the National 25 X 25 Goals with this policy; and

WHEREAS, it is more cost-effective to use less electricity and natural gas than it is to generate and/or purchase electricity and natural gas for the operation of Menasha Utilities facilities; and

WHEREAS, Menasha Utilities and Wisconsin Public Power Inc. (WPPI) have developed and implemented mutually beneficial energy efficiency, conservation and renewable energy programs, projects and educational activities designed to increase community energy efficiency, promote clean air and water and reduce waste; and

WHEREAS, Menasha Utilities already promotes these initiatives through its Commitment to Community programs and partnership with WPPI and Focus on Energy; and

WHEREAS, implementing a utility-wide energy management policy will require that Menasha Utilities make a commitment of financial and human resources toward initiatives that save energy and money for the long-term.

NOW, THEREFORE, BE IT RESOLVED, that Menasha Utilities will set a goal to curb use of electricity, natural gas and water in municipal facilities by 5% from levels measured in 2006-2007 within the next three years.

BE IT FURTHER RESOLVED, that Menasha Utilities will demonstrate the effectiveness of energy efficiency, conservation and renewable resource development and further seek to instill a strong conservation ethic within the community that will help establish Menasha Utilities as a leader in these areas.

Passed and adopted this 31st day of July, 2008.

Travel Request for APPA Business & Finance Conference – Mrs. Krause requested authorization to travel out of state to attend the APPA conference in September. This was a budgeted item.

The motion by Comm. Watson, seconded by Comm. Guidote, was unanimous to authorize travel to the APPA Business & Finance Conference.

Item IX. Project Reports, Water Plant Project – General Manager Young reported the soda ash issue is being slowly resolved, and water quality has been very good during the summer months.

A few power interruptions were experienced the past months, and there have been some high water demands in the last several weeks that provided a good test of the system.

This item will be included in future staff reports until there is a final resolution on the UV certification. This has been submitted to the DNR, and we are also waiting for approval of the chlorine contact time (CT) test.

Melissa Substation Transformer Repair – Technical Services Engineer gave an update on the status of the transformer repair. The transformer has been rewound, and testing has been scheduled for August 18 with a new ship date of September 2.

Item X. Staff Reports, General Manager – there were no additional questions to the report presented.

Electric and Water Distribution/Safety Report – Mr. Pichler reported on the underground installations being completed on Third Street. Water inspections are going well, and the Konemac Street water main replacement has been completed.

Steam Utility – Mr. Sturm updated the coal conveying system item. A vendor will be supplying a 30' section of belt that will provide a rapid means of repair if needed. The boiler blowdown/heat recovery system is being actively looked at, as well as the manhole surface water infiltration issue.

Water Plant - there were no additional questions to the report presented.

Telecommunications & Substations– Mr. Teale stated construction of the fiber line from the Northside Substation back to the office complex will begin.

Business Operations – Mrs. Krause added a schedule for the budget process and strategic planning process will be included with the next agenda.

Customer and Utility Services - there were no additional questions to the report presented.

Energy Services Representative/Key Accounts – Mr. Voigtlander reported on the Customer Expo to be held October 2, and on several customer rebates.

Item XI. People from the Gallery to be heard on any items discussed at this Meeting: Joanne Roush, 409 Cleveland Street, commented on the Special Common Council meeting held last week and the Joint Common Council/Utility Commission meeting being held tonight, the downgrading of the City's debt going from stable to negative due to the uncertainty of the Steam Plant finances, and the lack of an understandable plan on the table.

Dick Sturm, 1203 Greenwood Court, stated he would take responsibility for the utilities affect on the City's bonding rating and for keeping the plant running, but also included in the report was another major regional employer downgrade and the TIF activities that have also affected the Moody's bond rating.

Item XII. The motion by Comm. Watson, seconded by Comm. Guidote, was unanimously approved on roll call at 8:58 a.m. to convene into Closed Session 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

B. Motion to Adjourn 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: Steam Contracts

C. Return into Open Session

D. Actions, if any, needed as a result of the Closed Sessions Discussion

By: CARLA R. WATSON
Secretary

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

\\comm\minute July 31.doc



Memorandum

To: Common Council
From: Greg Keil, CDD *GK*
Date: August 13, 2008
RE: Potential Sale of 81/87 Racine Street and 504 Broad Street

The party that contacted city staff regarding the acquisition of the above-referenced properties for a professional office is not prepared to move forward at this time. The Public Works Department has been apprised of this circumstance, and is prepared to return to the site to install the lawn as time and other work priorities permit, within the overall timetable for completion set for September 10, 2008.



MEMO

TO: Common Council and Mayor Merkes
FROM: Debbie Galeazzi, City Clerk *Deb*
SUBJECT: League of Wisconsin Municipalities Annual Conference
DATE: August 14, 2008

Attached to this memo is a registration form for the League Annual Conference to be held October 22-24, 2008 in Stevens Point. Also attached is a listing of the Preconference and Conference Workshops.

If you are interested in attending the preconference or conference, please let me know by September 15 so I can get you registered and make hotel reservations if necessary.



110th ANNUAL CONFERENCE

OCTOBER 22 - 24, 2008

NEW HOLIDAY INN, STEVENS POINT, WISCONSIN

Please print or type. Use a separate form for each person; or register on-line at <www.lwm-info.org>.

NAME _____ TITLE _____

NAME TAG SHOULD READ: _____

MUNICIPALITY/COMPANY _____

ADDRESS _____ CITY _____

STATE _____ ZIP _____ TELEPHONE _____ E-MAIL _____

GUEST NAME TAG SHOULD READ: _____

(Guest Program includes Thursday's excursion for guests and all conference receptions.)

EARLY BIRD
REGISTRATION
DEADLINE IS

**Tuesday,
September
30, 2008**

**HOTEL
INFORMATION
ON PAGE 297
of this
Municipality**

Includes conference materials, admission to all workshops, general sessions, reception Wednesday evening and Thursday lunch. Early bird registrations **paid** by Tuesday, September 30, 2008 will have reduced rates.

CONFERENCE REGISTRATION FEES, LESS TH \$5 PROCESSING FEE, ARE REFUNDABLE IF THE LEAGUE RECEIVES THE CANCELLATION NO LATER THAN THREE DAYS BEFORE THE CONFERENCE. NO REFUNDS ARE MADE FOR CANCELLATIONS MADE WITHIN THREE DAYS OF THE CONFERENCE.

	REGISTRATION FEE		AMOUNT
	Early Bird	Regular	
Preconference Workshop (<i>check one only</i>)	\$65	\$80	\$ _____
Non-member Preconference (<i>check one only</i>)	90	105	\$ _____
<input type="checkbox"/> How to Handle the Media <input type="checkbox"/> Building Community Support for Econ. Dev. <input type="checkbox"/> Work Makes Me Sick			
Member Conference Registration	135	160	\$ _____
Non-member Conference Registration	160	185	\$ _____
Guest	65	75	\$ _____
Chief Executive Breakfast	25	30	\$ _____
TOTAL			\$ _____

PAYMENT METHOD (Payment must accompany registration)

- Check Enclosed (make checks payable to: League of Wisconsin Municipalities)
 Credit Card

Type: Master Card or Visa

Number _____ Exp: _____ V-code _____

Statement Address _____ Zip _____

Please place an "X" through the box if you need an accommodation regarding a disability. We will contact you to make the necessary arrangements.

Return to: League of Wisconsin Municipalities,

122 W. Washington Ave., Suite 300, Madison, WI 53703; Fax: (608) 267-0645

PRECONFERENCE WORKSHOPS

PRECONFERENCE WORKSHOPS will be held AT THE
NEW HOLIDAY INN, STEVENS POINT, WISCONSIN, OCTOBER 22, 2008

Early conference attendees may select one of three Wednesday morning workshops which will run concurrently from 9 A.M. to noon. Fees for the workshop are on the registration form. You do not need to attend the annual conference to attend the pre-conference workshops.

USE THE
REGISTRATION
FORM TO INDICATE
WHICH OF THE

**THREE
CONCURRENT
CLASSES**

YOU WISH TO
ATTEND.

How to Handle the Media

Speaker: John Hoffland, Career Journalist, Reporter, Editor

This seminar answers questions and explains how the media work, its objectives and how these match your goals, how to make sure your message is advanced in the clearest form possible. It will cover: answering when a reporter calls; helping a reporter; preparing for an interview; getting media attention; the news cycle; the human connection; managing bad news; staying ahead of breaking news; preparing for a news conference; getting your story on the internet.

Building Community Support for Economic Development

Panel: J. Michael Mooney, Chairman, MLG Development, and panel members

Growth and economic development can be contentious when the pro-development supporters and the anti-development advocates meet head-on. Our panel of experts will describe basic tools for building community trust and support for making difficult public investments. They will also discuss successful techniques for bringing all sides together for the greater well-being of our communities. The session will include ample opportunity for audience questions. This is the second in a series of workshops that the League is co-sponsoring with the Wisconsin Chapter of NAIOP, the National Association of Industrial and Office Properties.

Work Makes Me Sick; Prescribe Something Quick!

Speakers: Kathy Bornheimer, K.B. & Associates; and Jeffrey Percival, Percival Enterprises

This program teaches how to identify and deal with work-related stress. Key areas include identifying: the source of irritation; the reason for the irritation; the part of your job that you really dislike. The seminar also gives you tools for a successful balance between work and life.

The Annual Conference includes the Engineering and Public Works Institute. Registration for the Annual Conference includes admittance to all sessions (except the Preconference Workshops).

Wednesday, October 22

8:00 Registration

9:00 Preconference Workshops

How to Handle the Media

Speaker: John Hoffland, Career Journalist, Reporter, Editor

This seminar teaches you how to work with the news media to advance your message in the clearest form possible. It will cover: answering when a reporter calls; helping a reporter; preparing for an interview; getting media attention; the news cycle; the human connection; managing bad news; staying ahead of breaking news; preparing for a news conference; getting your story on the Internet.

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11:00 Exhibit Hall Open

(lunch on your own)

1:30 Opening Session

Mayor Jerry Wehrle, Lancaster, League President, Presiding

Welcome

Mayor Andrew Halvorson, Stevens Point

Wind on the Water: Alternative Energy for Wisconsin

Mayor Kevin Crawford, Manitowoc

Keynote Speaker — “Who Said CAVE (Citizens Against Virtually Everything) People are Extinct”

Dorothy Burton, Councilwoman, Duncanville, TX

3:15 Engineering & Public Works Track

Karl Manthe, City Street Superintendent, Stoughton, Presiding

Understanding & Reducing Greenhouse Gas Emissions

Doug Bach, P.E., Short Elliott Hendrickson, Inc.

3:30 Exhibition Hall (Opens immediately after the General Session finishes.)

4:15 Resolutions Committee Meeting

5:00 President’s Reception (Exhibit Hall)

Thursday, October 23

8:15 *Coffee and Rolls*

9:00 Concurrent Workshops Session I

Wisconsin Partnership Initiative: Helping Municipalities Save Money and Resources

Dawn Vick, Team Leader, Intergov. Services Team, Wisconsin Dept. of Administration; Chris Connor, Policy Analyst, Wisconsin Dept. of Administration

Let the Voters Decide: Referendum Success Stories

Mayor Kevin Crawford, Manitowoc, and Joshua Schoemann, City Administrator, Princeton

Bringing Sustainability Home — Applications in Industry and Local Government

Fred Schnook, MPA, Foth

Everything You Need to Know About Floodplain Management and Flood Insurance

Gary Heinrichs, DNR's Floodplain Planning Program Manager

Engineering Track: Federal Highway Administration Updates

DOT Staff

10:15 *Break*

10:30 Concurrent Workshops Session II

Save Money and Help the Environment: Practical Steps Municipalities Can Take to Reduce Energy Consumption

Brett Hulsey, President, Better Environmental Solutions

Using TIF Law Changes to Benefit Your Community: A Case Study from Prairie du Chien

Kurt Muchow, Vierbicher Associates

Efficient Service Delivery: How the City of Madison is Providing Better Services While Saving Money

Andrew Statz, Fiscal Efficiency Auditor, City of Madison

Municipal Funding for Streets and Roads from General Transportation Aids to the L-RIP Program

Mary Forlenza, Wisconsin Dept. of Transportation

Engineering Track: Disaster Management

Dave Tracey, DPW, Pardeeville, Emergency Water Diversion Project; Steve Zibell, DPW/Engineer, Reedsburg, Before & After, Treatment Plant Recovery; Dan Lynch, Dir., Janesville Waste Utility, WISWARN Membership

11:45 Engineering & Public Works Section Business Meeting

Noon Business Meeting and Lunch (included)

Outstanding Legislator of the Session Award

Recipient: Representative Mark Gottlieb (R-Port Washington)

2:00 Concurrent Workshops Session III

Promoting Sustainable Cities Through Energy & Water Initiatives

Attorneys Lawrie Kobza, Richard Heinemann, & Anita Gallucci, Boardman Law Firm

Trends in Impact Fees, User Charges & Other Funding Tools

Jon Cameron & Christine Cramer, Ruekert & Mielke

Politics & Potholes of Shared Services

Rob Lefebber & Ed Henschel, Virchow Krause & Co.

Redeveloping Underperforming Retail Areas

Ken Maly, Vierbicher Associates

Engineering Track: Demystifying Storm Water Regulations

Paul Kent, Attorney, Anderson & Kent

3:15 *Break*

3:30 Concurrent Workshops Session IV

Ask the League Attorneys

Claire Silverman and Daniel Olson, League of WI Municipalities

Legislative Update: Getting Ready for the Next Session

Curt Witynski, League of WI Municipalities

Roundtable on Municipal Issues

Dan Thompson, League of WI Municipalities

Engineering Track: Reduction of Inflow/Infiltration

Randy Belanger, Sales Representative, Visu-Sewer Clean & Seal, Inc

Friday, October 24

7:30 Chief Executives Breakfast

TBA

8:15 Coffee and Rolls (registration area)

9:00 Closing Session

Small Community Economic Success Stories

Dave Ivan, Community & Economic Development Programs, Michigan State University Extension

Good Government Award

Gov. Doyle (Tim Weinberger, CEO, Foth & Van Dyke)

10:00 Governor Jim Doyle (invited)

11:00 *Adjournment*

Guest Program

8:45 Load Bus (Holiday Inn)

10:00 Tour of Glacial Lake Cranberries

11:30 Prairie Sage (unique gifts)

12:15 Lunch at Baker Street Grill

1:30 Tour of WI River Papermaking Museum

3:00 Holly Shoppe (gifts made by senior citizens)

4:15 Arrive back at Holiday Inn



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

JIM DOYLE
GOVERNOR

MICHAEL L. MORGAN
SECRETARY

Demographic Services Center
Division of Intergovernmental Relations
101 East Wilson Street, 10th Floor
Post Office Box 8944
Madison, WI 53708-8944
Voice (608) 266-0288
Fax (608) 267-6917 TTY (608) 267-9629

DEBORAH A. GALEAZZI
CLERK, CITY OF MENASHA
140 MAIN ST
MENASHA, WI 54952 - 3190

August 10, 2008

PRELIMINARY ESTIMATE OF JANUARY 1, 2008 POPULATION

Dear Municipal Clerk:

The Demographic Services Center's preliminary estimate of the January 1, 2008 population for the CITY OF MENASHA in WINNEBAGO County is **15,775**. This represents a change of 132 persons (0.8 percent) since the 2000 Census.

Wisconsin's total population is estimated at 5,675,000 which is a change of 311,285 persons and 5.8 percent.

Following is a summary of the data we used in estimating your population:

	2000 Census Count	2008 Preliminary Estimate
2000 U.S. Census Count	15,643	
January 1 Estimate		15,775
Motor vehicles registered	14,056	17,942
Percent of vehicles in State	0.322	0.343
Income tax filers	11,203	10,455
Percent of filers in State	0.332	0.309
Filers plus dependents	15,743	14,547
Percent of Filers plus dependents in State	0.330	0.304
Income tax returns	8,124	8,589
Percent of income tax returns in State	0.342	0.322
Institutional Population	0	0

In addition, in response to our housing survey that we sent you earlier this year, your municipality reported a net change of 2 housing units for calendar year 2007. (If we did not receive a survey from you, we estimated your change in housing stock or used other sources.)

The Departments of Transportation and Revenue converted to new computer applications in the past three years. As a result, in some communities, we are seeing changes in the vehicle and tax indicators that appear incongruous with housing change. If you compare these indicators to prior years, you may see unusually large increases or decreases.

Approximately 12,067 of the estimated population for the CITY OF MENASHA are of voting age. This approximation is a courtesy estimate that helps you comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the census proportion of persons over 18 to the preliminary January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population.



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

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GOVERNOR

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DEBORAH A. GALEAZZI
CLERK, CITY OF MENASHA
140 MAIN ST
MENASHA, WI 54952 - 3190

August 10, 2008

PRELIMINARY ESTIMATE OF JANUARY 1, 2008 POPULATION

Dear Municipal Clerk:

The Demographic Services Center's preliminary estimate of the January 1, 2008 population for the CITY OF MENASHA in CALUMET County is **1,633**. This represents a change of 945 persons (137.4 percent) since the 2000 Census.

Wisconsin's total population is estimated at 5,675,000 which is a change of 311,285 persons and 5.8 percent.

Following is a summary of the data we used in estimating your population:

	2000 Census Count	2008 Preliminary Estimate
2000 U.S. Census Count	688	
January 1 Estimate		1,633
Motor vehicles registered	659	1,979
Percent of vehicles in State	0.016	0.038
Income tax filers	538	1,196
Percent of filers in State	0.016	0.036
Filers plus dependents	761	1,840
Percent of Filers plus dependents in State	0.016	0.039
Income tax returns	369	867
Percent of income tax returns in State	0.016	0.033
Institutional Population	0	0

In addition, in response to our housing survey that we sent you earlier this year, your municipality reported a net change of 59 housing units for calendar year 2007. (If we did not receive a survey from you, we estimated your change in housing stock or used other sources.)

The Departments of Transportation and Revenue converted to new computer applications in the past three years. As a result, in some communities, we are seeing changes in the vehicle and tax indicators that appear incongruous with housing change. If you compare these indicators to prior years, you may see unusually large increases or decreases.

Approximately 1,146 of the estimated population for the CITY OF MENASHA are of voting age. This approximation is a courtesy estimate that helps you comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the census proportion of persons over 18 to the preliminary January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population.



State of Wisconsin
Jim Doyle, Governor

Department of Agriculture, Trade and Consumer Protection
Rod Nilsestuen, Secretary

Department of Natural Resources
Matthew J. Frank, Secretary



**DATCP and DNR Announce Presence
of Emerald Ash Borer in Wisconsin**

Date: August 4, 2008
Contact: Mick Skwarok
Office: 608-224-4745
Cell: 608-219-1492
DNR Contact:
Darrell Zastrow
Office: 608-266-0290

Madison – Officials with the Department of Agriculture, Trade and Consumer Protection and the Department of Natural Resources today announced the first confirmed occurrence of emerald ash borer (EAB), an invasive, destructive insect pest of ash trees, in Wisconsin. The discovery was made by forest health specialists investigating a citizen report of dying ash trees in a private woodlot in Ozaukee County, near the Village of Newburg.

“We expected to find EAB in Wisconsin sooner or later, but this is still disappointing,” said DATCP Secretary Rod Nilsestuen. However, we now have a revised plan that outlines several management alternatives. Our focus now is to find out exactly what we’re up against.”

Officials announcing the find emphasized that the first steps in responding to the infestation will be to quarantine movement of hardwood firewood, ash nursery stock, timber or any other article that could spread EAB out of the infested area. Following placement of the quarantine there will be a thorough survey of the area around the find to determine the size of the infestation, its boundaries, and the possible source. Finding EAB at this location does not mean it is the origin of the infestation in Wisconsin.

Since the infestation site is near Washington County, it’s likely that both counties will be quarantined. Additional counties may also be included.

“Beyond the immediate quarantine and survey of the area a management strategy will not be suggested until the survey is complete and the responding agencies and partners have had an opportunity to consult with additional state and local officials,” said Brian Kuhn, Plant Industry Bureau Director with DATCP.

New EAB Response Plan Recently Approved

“We’ve worked with partners, scientists and key stakeholders to draw on the real world experiences of other states to draft a comprehensive response plan to EAB,” said Darrell Zastrow, the Director of the Office of Forest Science with the DNR. “DNR Secretary Matt

(more)

Frank and DATCP Secretary Rod Nilsestuen recently approved an updated Wisconsin EAB Response Plan that takes into account the latest science and research regarding the control and management of the emerald ash borer.”

The plan describes a range of possible management actions and recommends balancing any recommended treatment with environmental impacts, land ownership, cost, sociological impacts, size of the infestation and traditional ecological knowledge.

EAB has been found in Michigan, Indiana, Ohio, Pennsylvania, Maryland, Illinois, West Virginia, Virginia, Missouri and the Canadian Provinces of Quebec and Ontario.

“A lot is at stake in Wisconsin,” Zastrow said. “There are an estimated 737 million ash trees in our forests and another five million in our communities. Impacts to the forest products industry, tourism and communities could be substantial.”

Community Meetings Planned

Community meetings will be held soon to address public concerns. Word of these will be made public as soon as they can be organized.

In the meantime, citizens can help prevent the spread of EAB and learn more in several ways:

- Follow all quarantine guidelines. For many people, that will mean not moving firewood out of the quarantined area.
- Learn about the signs and symptoms of EAB infestation, including the characteristics of an infested tree. This information can be found at the Wisconsin EAB Program Web site at www.emeraldashborer.wi.gov.
- Report suspicious ash trees or request information by calling the Wisconsin EAB Program hotline toll-free at 1-800-462-2803.

The adult emerald ash borer is a metallic green insect about one-half inch long and one-eighth inch wide. The adults burrow into the bark of ash trees and lay eggs. The larvae hatching from the eggs chew their way through the fluid-conducting vessels under the tree’s bark, cutting off the flow of nutrients in the tree, leading to decline and eventual death of the tree. EAB is native to Asia

NOTE: High resolution images of EAB and of the infestation in Ozaukee County are available to the media. Visit www.emeraldashborer.wi.gov or call Jane Larson at 608-224-5005 for assistance.

Emerald Ash Borer Alert

With all of the disasters we have had this year with flooding and tornados we have yet another threat coming to our state. The Emerald Ash Borer (EAB) has made its way to Wisconsin, with confirmation in Ozaukee County and other potential findings being confirmed. When the EAB gets here they will kill the ash in your communities. DATCP and DNR have been working on plans for safe removal of the wood but this could cost your community millions of dollars. Please be aware that when you go camping this summer you do not want to bring any fire wood back to your home from out of state for this is one of the means for the spread of the EAB. In the web site listed below will give you all the information about the EAB.



The emerald ash borer (*Agrilus planipennis*) is an exotic insect native to Asia, which is currently killing ash trees (*Fraxinus* spp.) in the Great Lakes region at an alarming rate. Since its initial discovery in southeastern Michigan in 2002, the emerald ash borer has spread throughout Michigan's entire Lower Peninsula and into the easternmost areas of the Upper Peninsula as well as into nearby Ohio, Indiana and Ontario, Canada. Outlier infestations have also been confirmed in numerous suburban Chicago locations in Illinois, as well as isolated infestations in Pennsylvania, West Virginia and Maryland. An estimated 25 million ash trees have been killed by emerald ash borer in these infested areas.

The emerald ash borer (*Agrilus planipennis*) is an exotic insect native to Asia, which is currently killing ash trees (*Fraxinus* spp.) in the Great Lakes region at an alarming rate. Since its initial discovery in southeastern Michigan in 2002, the emerald ash borer has spread throughout Michigan's entire Lower Peninsula and into the easternmost areas of the Upper Peninsula as well as into nearby Ohio, Indiana and Ontario, Canada. Outlier infestations have also been confirmed in numerous suburban Chicago

Emerald Ash Borer is Spreading

Despite state and federal quarantines and regulations on the movement of ash firewood, nursery stock and unprocessed logs, the distribution of emerald ash borer is ever increasing. The insect's natural dispersal rate is just one-half to two miles annually; however, its transmission has accelerated due to the inadvertent transportation of emerald ash borer larvae in infested materials by people. Scientists at Michigan State University have concluded through increment core analysis that the emerald ash borer was present in southeastern Michigan as far back as the early 1990's, at least 10 years prior to its discovery in the area. Therefore, there is a strong possibility that the emerald ash borer is already residing in Wisconsin despite the fact that it has not been found.

<http://emeraldashborer.wi.gov>

MINUTES— FOX CITIES TRANSIT COMMISSION

July 9, 2008 - Valley Transit

Commissioners present

Allen Davis
Roger Kanitz
Carolyn Mewhorter (Vice-Chair)
Aldersperson Joe Martin
Aldersperson Chad Van Daalwyk

Commissioners Excused

Lynn Erickson
Dick Kendall
Chuck Rundquist (Chair)

Staff present

Deborah Wetter, General Manager
Nicole Voelzke, Community Relations Specialist
Chris Doverspike, Recording Secretary

Others present

Chris Behrens – City Attorney
Jason Kakatsch – ECWRPC Planner
John Hoft-March – Finance Department
Steve Wideman – Post-Crescent

Vice-Chair Mewhorter called the meeting to order at 3:01 p.m.

APPROVAL OF MINUTES

The minutes were accepted as presented, and motion to approve the minutes of June 25, 2008 passed.
(5/0)

APPEARANCES

None.

ACTION ITEMS

May 2008 Financial Statement and Corrected March and April Municipal Charts

The May financial statement was reviewed. Ms. Wetter said that Valley Transit was still well under budget, but she did point out that gas purchases are at 53% of budget through the end of May. The last gas purchase was charged at \$3.99/gallon, so the cost was still on the increase. Salaries continued to be under budget, and while it was tough personnel-wise, financially it was very good. Most of the balance of the accounts were in line, with the exception of previously discussed items that Valley Transit had to pay on the front end, such as memberships. Ms. Wetter noted that Building Maintenance and Janitor Services was at 171% of budget, and said that amounts had been posted to the wrong category. She said that she and Mr. Hoft-March would look into it. Overall, Valley Transit was under budget for the year. Ms. Wetter reminded the commissioners that paratransit reporting was one month behind.

Corrected municipal finance statements were distributed for March and April, along with statements for May. The correction to the March statement was to include additional investment income for the month. The original statement had only shown February interest income.

The April municipal statements included two errors. First, There was an error in the expense and fare revenue for Call-A-Ride causing a minor error in the allocations to Appleton and Buchanan. Second, the year-to-date investment income amount was included rather than investment income for the month of April only. April investment performance was a loss of \$5,806.72, of which the pro-rated share for operations is \$4,212.44. That results in year-to-date operating interest of \$44,236.78, which, in turn, is allocated to all municipalities based on hours and miles of operations.

Ms. Wetter revisited the May financial statement, and said regarding the 171% over-budget amount on Building Maintenance and Janitorial Services, she noted that under Utilities, the CMB Charges category was only at 16% of budget, and thought perhaps a line item was posted to the wrong category between the two. She said she would investigate, and give an update at the next meeting.

A motion to accept the May 2008 Financial Statement and corrected March and April Municipal Charts passed (5/0).

Authorization to issue and advertise a request for proposal for marketing research services to conduct a non-user survey as part of Valley Transit's Transit Development Plan and Marketing/Community Relations Plan for 2009.

Ms. Wetter said this type of market research was mainly for people who were not currently using the system. It would also aid in making our existing service better for riders who did use the system, and in attracting more riders. The survey objectives are to show the overall perception of Valley Transit, and of public transportation; the general level of support for Valley Transit from the community; positive and negative attributes of the system, which will in turn aid in improving and fine-tuning the system; identify opportunities to attract people not currently riding; and identify opportunities to increase revenue; and create a baseline to be able to gauge marketing program effectiveness. Ms. Wetter said it was felt that this survey will contribute to the Transit Development Plan's effectiveness. The data garnered by this survey will also aid in preparation of a strategic plan for Valley Transit. East Central Wisconsin Regional Planning Commission (ECWRPC) was asked to share in the cost of the survey, and has agreed to pay \$5,000 towards the survey. The total cost for the survey was projected to be \$10,000 - \$15,000. Valley Transit does have money in the marketing budget for the survey, and it would be money well-spent because it will help with the marketing plan for 2009, and there will be solid data on which to base decisions.

Ms. Wetter said Valley Transit would like to send out a Request for Proposal (RFP) for market research services. There was already a list of 27 companies that have been identified to send invitations to. Most of the companies were located in Wisconsin, but there were a few out-of-state companies that have been recommended. Advertisements will also be placed in the Post-Crescent to attract additional proposers. The RFP will be sent out this week with responses due on August 5, 2008. Valley Transit expects to bring the recommendation for a contractor to the Transit Commission in August with a start

date in September. It would be best to have all the fieldwork done before the holidays, and then the interpreted data can be incorporated into the Transit Development Plan (TDP) by the end of 2008.

Regarding a handout, Ms. Wetter said that Jessica Beckendorf was an Associate Planner with the City of Menasha. Ms. Beckendorf had been on the TDP Advisory Group, and she felt very strongly that this survey should be done. Since she was unable to attend today's meeting, she sent a letter of support for the project.

Answering Mr. Allen's question, Ms. Wetter said that this survey would be comparable to the survey that had previously been done in 2001. Even though almost every survey done has had different demographic categories, there were comparables to be found within all the surveys. Mr. Kakatsch added that in 2001 the surveys were conducted face-to-face, and there was flexibility in how the RFP was written to allow different survey techniques (i.e. face-to-face, telephone, internet or mail). Ms. Wetter said the basic goal would be to find a representative group of Fox Cities citizens. The conversation continued regarding ideas of where and when to conduct the surveys, and the manner of how they should be conducted.

The survey instrument would need to be designed, and Mr. Kakatsch would be a central part in the planning. Mr. Allen added that most municipalities had websites, and the community could be directed to take the survey through that medium. Ms. Wetter agreed.

A motion to authorize a request for proposal for marketing research services by non-users passed (5/0).

INFORMATION ITEMS

Funding the Local Share for 2008 Connector Service

Ms. Wetter said this topic would appear quite frequently given the budget for the Connector, and possible funding shortfalls. The United Way would be having a board meeting on July 22, 2008, and Valley Transit was going to request additional funding. Ms. Wetter said a meeting had been held with six or eight agencies that had been partnered with this project from the beginning. At the meeting, a possible fare increase was presented. After a lot of discussion, Valley Transit was requested to not raise fares this year. Many understood that there would be a fare increase in 2009, and felt that would be appropriate at that time, but generally felt that Connector customers were being singled out. The non-profit agencies offered to assist in raising the money needed for 2008.

Because the service is doing exactly what it was designed to do, representatives from the agencies were quite passionate about the service helping people obtain good-paying jobs and being able to stand on their own. There were examples of clients who had lived at the Emergency Shelter, but were now able to be more independent. Most agencies felt raising the fare would be the wrong thing to do at this time, although they did understand that at the end of the year, Valley Transit had to have enough money to match the state and federal grants that were obtained for this service. There were also conversations about the long term goals to keep this service, and more talks would be held on how to keep this as an on-going service.

Ms. Mewhorter asked if there were any monies to be found in the City Budget for this service, and Ms. Wetter said that she and Mr. Hoft-March would be working on the Valley Transit budget within the next weeks, and one possibility was to ask each municipality served to pay for a portion of the Connector funding next year, along with United Way. In that way, funding was not solely dependent on the municipalities or United Way, but rather a combination. Perhaps down the road, businesses served may also be asked to contribute to funding. Ms. Wetter added that if the municipalities are asked to contribute to funding, specific data could be broken out for each municipality to show where the services were going.

Certain non-profit agencies had asked if the service could be broken down by client incomes, and Valley Transit was not able to do that as a public agency. Ms. Wetter said if that was requested, the service would need to be designed differently, and the non-profits would need to certify clients in order that they may use the system.

Ms. Mewhorter added that this situation was a double-edged sword in this time of higher energy costs. At a time when more money was needed in the budget for fuel, it was another drain to request increased funding for this program. But, she said she felt this program and this situation was so newsworthy and important, that it would be very beneficial to have some specific human interest stories to help the general public understand the significance of this program on the community.

Ms. Wetter agreed and said there is no question that the Connector is a valuable service, but the struggle was how to afford it, fund it, and make it a long-term program. Mr. Allen asked about cost per trip, and Ms. Wetter said the cost to Valley Transit was \$21.89 to \$30.00 per trip. The next RFP would include first year trip numbers, hours and trip lengths so submitting businesses could more accurately project costs with the hope that bid prices would be lower. That data was not available when the initial RFP was put out because it was a new type of service.

Update on Meetings with Municipalities

Ms. Wetter distributed a 'Fuel Deficit Contingency Fund Requests – 2008' chart and said that she had spoken with representatives from all the municipalities. All have agreed that they would set the requested contingency money aside to help with the fuel deficit shortfall. The total requested was \$160,000, and was divided amongst the municipalities based on the percentage of miles traveled in each area by the fixed route bus.

Marketing Projects Update

Bike to Work Week last year resulted in increased bike rack usage, after quite a bit of promotion. Ms. Voelzke said that for 2008, usage was up an additional 60% over 2007 carries. That was attributed to promotion, and good coverage by newspapers, radio and TV stations, and increased fuel prices.

The **Freedom Pass** has entered its eighth year, and specific ride statistics would be shared at the next meeting. Anecdotally, rides are up over the 2007 figures. What she has heard in the community was that parents aren't willing to drive the kids around town and out to the mall given the rising gas costs. The pass cost \$35.00 to ride unlimited during the months of June, July and August for youth 18 and

younger. Ms. Voelzke said there was a large pass purchase by the Multi-Cultural Center for their Upward Bound Program, which was a group of high-schoolers.

The **Library Pass-Time** program is a partnership between Valley Transit and the Appleton Public Library where youth under 18 may ride to and from the library on Wednesdays by showing their library card. This program ties in well with some of the reading programs offered by the library in the summer. The Library Foundation provides funding for the program, and bookmarks were distributed to local schools before summer break to promote the program, along with radio and magazine ads.

The **Individual Route Map** project was also in the works, and Ms. Voelzke distributed the final brochure which detailed the detours for Routes 11 and 20 when the College Ave. Bridge is closed in August. She said she would do some very informal surveys at the Transit Center to get feedback from riders regarding the format in which the information has been presented.

Ms. Wetter added that one of the major changes to the Rider's Guide route map was to make each route an individual color. That color scheme would be continued when individual maps were produced for each route, as some people identified more readily with color than names and numbers. Mr. Kanitz offered the fact that approximately 30% of the male population was color-blind, so that should be kept in mind while designing the maps.

Answering Ms. Mewhorter's question, Ms. Voelzke said that for Library Pass-Time, the children are supposed to use the program to travel back and forth from the Library, but they did also travel other places. Valley Transit tried to monitor usage, and most did not abuse the program.

Mr. Martin added that as a person who had just gone through the bike certification and purchase of Freedom Pass for his son, he said kudos to the staff. The process was quick and easy, and the staff was very pleasant to work with.

ADJOURNMENT

The next scheduled meeting will be Wednesday, July 23, 2008 at 3:00 p.m. The meeting adjourned at 3:44 p.m. (5-0)

Respectfully submitted,



Deborah Wetter
Secretary



1305 Plank Road
Menasha, WI
54952-0554
Phn: 920.720.9349
Fax. 920.720.2393

August 8, 2008

City of Menasha Plan Commission, Common Council and Mayor Merkes
140 Main Street
Menasha, WI 54952-3151

Subject: Heckrodt Wetland Reserve's application for a special use permit(s) to expand our existing picnic pavilion and our existing maintenance garage

Ref.: City of Menasha letter to HWR from Jessica Beckendorf, Associate Planner, dated August 5, 2008

Dear Plan Commission Members, Council Members and Mayor Merkes:

Both of these projects are very important to future Reserve operations. Our existing picnic pavilion requires expansion to accommodate assembling and teaching large groups (120-plus) of children, as well as providing them with a place to eat their lunches. The garage addition is needed for vehicle and equipment storage, and the fenced exterior areas will allow us to consolidate other maintenance/storage functions for safety, protection and esthetic reasons.

Both projects are over 300 feet from the closest property line, and neither is visible from any adjacent properties.

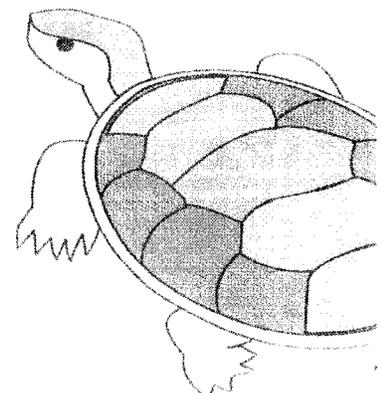
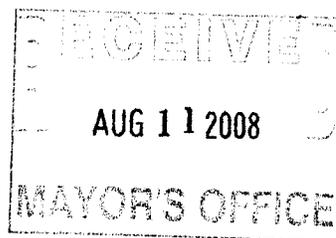
The Menasha High School Trades Construction Classes will assist us with construction starting about mid-September. Much preparation work is required prior to the students beginning their work. Therefore, it is important for the Plan Commission to act favorably on the projects at their meeting on August 12, 2008 so that the Council can approve the projects at their meeting on August 18, 2008. Completion is scheduled for mid-November.

Thank you.

Sincerely,
HECKRODT WETLAND RESERVE

James E. Bartz, Chairman

Cc: Greg Keil and Jessica Beckendorf, City of Menasha
Tracey Koenig, HWR Executive Director
Ron Hanseter, HWR Project Manager
HWR Board of Directors



CITIZEN RESPONSE TO 2030 COMPREHENSIVE PLAN

Menasha is more than just a waterfront community, and must redirect its development/redevelopment efforts to focus on the *entire* City, and promote all that Menasha has to offer, including but not limited to:

- Exceptional educational opportunities,
- Highly trained/skilled labor force,
- Close proximity to metropolitan areas/airports/interstate and rail transportation,
- A growing diversity in housing and population,
- Expansion of (transition to) technical and medical field industries,
- Abundant recreational activities,
- Growing cultural, art and entertainment amenities,
- A renewed interest in historic preservation and Downtown rebirth,
- A trend toward 'green' and sustainable building concepts,
- Superior municipal services, and
- A safe, family-orientated community.

For the past 20-years, Menasha's resources (time and money) have been expended on 'new' development - limiting itself to two primary areas: east of Oneida Street and waterfront redevelopment. In the City's frantic effort to increase tax base (primarily through the use of TIF), it neglected other areas of the City and the services/infrastructure necessary to support them.

The next 30-years should encompass a re-focus on the City as a whole; removing the invisible barrier between west and east (old and new). Over 70% of the tax base is dependent upon the existing housing stock¹, with the medium housing value estimated at \$78,000 per 2000 Census. Efforts must be made to sustain/rehabilitate the older neighborhoods to support the tax base necessary for the City to move forward. A continuing degradation of older housing stock will only increase the tax burden put on those living in the newer housing developments.

The City needs to be proactive in identifying at-risk neighborhoods with low-interest loans, lead-asbestos abatement programs, apply for CDBC funds (if available), evaluate NeighborWorks® applicability, develop Neighborhood Revitalization Programs (such as Appleton), increase ordinance and zoning/transitional area enforcement, and educate both the public and realtors to encourage investment in character homes located in traditional neighborhoods - close to schools, parks, the library, community events, and public services/transportation.

As homes are restored, neighborhoods are reborn. Quality housing will attract individuals looking for a community to raise their family; these individuals tend to show a 'pride of ownership' in the upkeep and maintenance of their property, support school programs/activities, have an interest in local government, volunteer for community service/events, care about their neighbors, deter crime/vandalism and, in return, increase property values and tax base.

While it may be politically-correct to encourage more low-income and high-density housing, Menasha's current ratio of Owner-occupied to Rental is 60:40². This appears to be a high percentage of rental units for a community with finite land available for development. Unfortunately, some people are drawn to Menasha simply for the 'cheap-rent'. This type of attraction is not going to help revitalize a neighborhood, eliminate problems with crime, vandalism, drugs or violence, or ease the strain put on social, school and police services. In contrast, an emphasis should be made to do just the opposite - attract higher-educated, higher-income individuals looking for *quality* housing which, in turn, support a higher tax base.

¹ Chapter 2 - Par 2.1 "Housing is Menasha's largest asset. ... residential properties account for 72% of real property values."

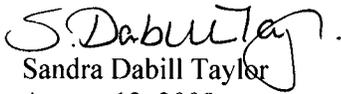
² Chapter 2 - Table 2-11: 60%-Owner Occupied / 40% Renter Occupied

Additionally, the RDA should be instructed to develop a comprehensive, long-term plan for redevelopment of main thoroughfares and distressed areas of the City, *as a whole*, rather than reacting to piece-meal proposals. Furthermore, the Plan Commission/Community Development Department should discourage the grandfathering of existing commercial/industrial property from new landscape, facade and signage requirements; and educate existing businesses as to changes in City ordinances prior to their investment in enhancements/signage that don't meet current Code.

In summary, the Comprehensive Plan appears to lack 'honesty', in the fact that restoring core neighborhoods is essential to Menasha's future. We are a land-locked community with a disappearing industrial tax base. We have a very limited growth corridor and declining property values. We are burdened by Steam Utility debt, and aging infrastructure/government facilities. We have both a transient population requesting special services, and an aging population requiring handicap-accessible housing and increased medical assistance. And, we are losing jobs and benefits that once supported families.

A long-term approach to revitalizing the existing housing stock needs to be established, because a continued reliance on waterfront and green field development will not cure the on-going challenges of tax base growth and sustainability. If Menasha is unable to compete with neighboring communities for big-box commercial centers / franchises or industrial parks, it must redirect its efforts to becoming a high-quality residential community. Rather than continuing to be the City people 'drive-thru' on their way to and from Neenah and Appleton, Menasha should reinvent itself as the destination point.

Thank you for the opportunity to comment on this Comprehensive Plan.


Sandra Dabill Taylor
August 12, 2008

**Town of Menasha Utility District Commission Regular Meeting
Municipal Complex - Assembly Room - Monday, July 28, 2008**

Minutes

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE**
President Arden Tews called the meeting to order at 5:00 p.m., followed by the Pledge of Allegiance. Secretary Backman took roll call and present were President Tews, Commissioner Gerhart, Commissioner Hanson, and Commissioner Youngquist. Commissioner Ziegler was excused. Also present were Administrator Sturgell, Finance Dir. Piergrossi, Com. Dev. Dir. Dearborn, Engineer Werner, Accts. Mgr./Deputy Treas. Pagel, Wastewater Supt. Laabs, Water Supt. Roth, Barb Knaack, Melvin Schultz, Michelle Dillon, Pat Dobberke.
2. **AWARDS/PRESENTATIONS**
3. **PUBLIC FORUM**
4. **DISCUSSION ITEMS**
5. **OLD BUSINESS**
6. **NEW BUSINESS**
 - a) **080728-1:UD Change Order No. 1, \$11,000.00, Well No. 7 on University Drive**
MOTION: Youngquist/Gerhart to approve as submitted. Motion carried.
 - b) **080728-2:UD Expenditures**
MOTION: Youngquist/Hanson to approve the expenditures as amended to include adding \$21,209.50 for purchase of a 2008 Chevy 3500 cab & chassis service truck to the Enterprise Fund 2008 Water bills list. Water Supt. Roth explained receipt of the truck was delayed due to a strike and was notified that in order to receive the truck the company would require payment by check ahead of time. The old truck will be sold at fair market value. On the motion to approve, motion carried unanimously.
7. **ORDINANCES/POLICIES/AGREEMENTS**
 - a) **080714-1:UD ORD Amend Town of Menasha Municipal Code Chapter 28.25 Mandatory Connection to Sewer and Water *Second Reading and Adoption***
MOTION: Youngquist/Hanson to accept the second reading and adoption as submitted. Motion carried. President Tews asked Water Superintendent Roth whether the type of inspections performed on a 3-yr. basis or at the sale of a home will be documented. Water Superintendent Roth confirmed they do document and keep records.
8. **APPROVAL OF MINUTES**
9. **CORRESPONDENCE**
10. **REPORTS**
 - a) **Wastewater Superintendent Laabs - Televising and Grouting Programs:** Gave a presentation of various sanitary sewer projects and repairs showing before and after pictures; examples of water leakage in pipes and costs to treat; showed manhole repairs and sanitary sewer lining repairs. Board members asked questions about the sanitary sewer liners and their life expectancy, and staff explained. The Board also asked how old the pipes are, which Supt. Laabs replied date back to approximately the 1970's.
 - b) **Water Superintendent Roth - Update on Water Main and Well Projects:** Reported the main replacement on Ninth Street was completed and concrete restoration will follow. Next the crew will be working on Tayco Street going north to Hwy. 441. The well No. 7 project continues.
11. **MOTIONS BY COMMISSIONERS**
12. **ADJOURNMENT**
At 5:25 p.m., MOTION: Hanson/Gerhart to adjourn. Motion carried.

Respectfully submitted,

Karen Backman, Secretary

Department of Health
Sue,

Words can't express

how much your kindness meant.

Thank you so much for your participation and support of National Night Out. We truly appreciate your contribution to help make our event a huge success! We hope that you will consider joining us again next year.

Sincerely,

Trinity Lutheran Church - Menasha
Michelle Weuman

City of Menasha,
Lon, ^{City} Anthony, etc.

Your THOUGHTFULNESS
IS VERY MUCH
APPRECIATED.

Thank you so much for your help in closing
off our street for additional night bus. We truly
appreciate your help and thoughtfulness in making
our event a huge success. We hope you will
consider helping us again next year for the
event. Thanks again!

Trinity Lutheran Church - Menasha / Michelle Keimann



August 8, 2008

To: Fox Cities Transit Commission

From: Nikki Voelzke
Community Relations Specialist

Subject: Update on Rack 'N Roll Certification Requirement

Effective July 17, 2008 we have removed the Rack 'N Roll certification requirement. Bike riders are no longer required to obtain a Rack-n-Roll certification to use the bike racks on Valley Transit buses. Passengers will continue to be responsible for loading, securing, and unloading their bicycles, as well as lowering and raising the rack.

Passengers who are uncomfortable using the bike racks may call Valley Transit to set up an appointment and we will show them how to use the racks.

The current process requires administrative staff to spend time with the paperwork for the certification and the fee and operations staff time to spend time to show them how to put the bike on the rack and certify that they know how. Most riders already understand how the rack works. Requiring them to come down to Valley Transit or make an appointment to meet a supervisor at the Transit Center is inconvenient. Valley Transit was one of the only transit companies in Wisconsin to have a certification process. While this change may lead to an occasional problem with a bike rider who is on the route and doesn't know how to operate the lift, we believe that number will be very small based on what the other Wisconsin transit systems are telling us about their experience. We hope this change encourages more bike riders to use Valley Transit.



August 8, 2008

To: Fox Cities Transit Commission

From: Nikki Voelzke
Community Relations Specialist

Subject: Update on Connector Funding

On July 22, 2008 the Board of Directors of United Way Fox Cities approved additional funding for The Connector. The Board approved an additional investment of \$120,000 over a 3-year period in addition to the previously approved funding. The new United Way funding levels are:

- 2008 - \$63,284 (\$13,284 previously committed + an additional \$50,000)
- 2009 - \$50,000 (\$20,000 previously committed + up to an additional \$30,000)
- 2010 - \$50,000 (\$10,000 previously committed + up to an additional \$40,000)

United Way Fox Cities submitted a grant request for The Connector to the Thrivent Foundation on August 7. They have requested \$10,000 in funding for the remainder of 2008 and \$25,000 for 2009. We expect to receive a funding decision on this request in the next 30 days.

Over the next several months, we will continue to seek out additional funding sources. Potential funding sources include: increased community support (local grants, businesses and municipalities) and grant opportunities at a state and national level, including applying for another WETAP (Wisconsin Employment Transportation Assistance Program) grant. We will also issue a new RFP for Connector service this Fall with the hope that the 2009 contract will include a lower cost per trip.

We will continue to update you on our progress as we move forward and we thank you for your continued support of this valuable community service.

HUG-13-2008 14:54 FROM: WAVERLY SANITARY 9207312955 10:520 967 5273 P.002/005

- PROPOSED MINUTES -

WAVERLY SANITARY DISTRICT

July 8, 2008

District Office - N8722 County Rd. LP

The meeting was called to order at 8:30 a.m. by President Helein.

Present: President Helein (WCH)	System Operator Krueger (RWK)
Commissioner Fulcer (LJF)	System Operator Van Zeeland (TGV)
Commissioner Sambs (MLS)	Office Mgr. Girdley (CMG)
Engineer Martenson (SCM)	Admin. Asst. Hallock (SAH)
Resident Jerry Lopas	

Approval/acceptance of the 6/10/08 and 6/26/08 Meeting Minutes was accomplished through LJF's motion and MLS' second. Motion carried 3-0.

Receipt acknowledgement and approval of the June 2008 Financial/Budget Comparison Reports was accomplished through MLS' motion and LJF's second. Motion carried 3-0.

Invoices were approved for payment and checks were signed prior to the meeting.

COMMUNITIES/CUSTOMERS/SERVICE CONCERNS

Appleton's Rate Review – CMG to report status

CMG stated WSD has not received contact/information from the COA since WSD's 6/10/08 meeting but anticipates COA contact soon. WSD has a 90-day time frame from COA's rate effective date to apply to the PSC for a PWAC (Purchase Water Adjustment Clause) based on the COA's rate increase to WSD.

OLD BUSINESS

- Water Sample Tests' Results

RWK reported all five tests taken on 6/23/08 were determined as safe by the State of Wisconsin. (Attachment #1, pp. 1-5)

- Force Main Connection – Meter station's monitoring data discussion

- Badger Labs 6/16/08 Invoice (#971) – Discussion/payment approval

- PTS Contractors, Inc. – Certificate of Payment #2 (Final) approval

SCM reported on 6/19/08, the meter technician contacted by DAV calibrated LS #1's meter to read in gallon increments rather than 100 gallon increments. However, there was no discernible change in the meter reading discrepancies. The variance remains at 4.2%. Peichl from MCO (NMSC) requested LS #1's meter be recalibrated to read in 100 gallon increments because he does not like the fluctuations. The latest Badger Labs/COM vs. LS #1/NMSC sampling results was provided by Nall 7/7/08. SCM is uncertain, but will investigate the reason for 3 sets of flows for the same days. The BODs and suspended solids disparity continue to be the main issue.

WAVERLY SANITARY DISTRICT

July 8, 2008

Page 2

OLD BUSINESS - CONTINUED

- **Force Main Connection – Meter station's monitoring data discussion - Continued**
 - **Badger Labs 6/16/08 Invoice (\$971) – Discussion/payment approval**
 - **PTS Contractors, Inc. – Certificate of Payment #2 (Final) approval**

Nall would like to change the way samples are taken at LS #1, but this cannot arbitrarily be done. SCM will investigate if samples are taken at LS #1 and #4 exactly the same. RWK/SCM will meet with Radtke/Nall, contact the meter technician for his input on the discrepancy, and then meet with Jim Peichl. SCM/RWK agree this situation will be ongoing for an undetermined amount of time.

CMG reported WSD received Badger Labs' \$971 invoice reflecting 6/9-15/08 sampling results. SCM stated the readings were realistic and recommended the invoice be paid. The Commission instructed CMG to pay Badger Labs' 6/16/08 invoice for \$971.

CMG presented the PTS Contractors, Inc. Certificate of Payment #2 (final) \$550 invoice for Commission approval. MLS motioned approval/payment of the PTS Contractors, Inc. Certificate of Payment #2 (final) \$550 invoice. LIF seconded the motion. Motion carried 3-0.

CMG will submit a reimbursement request to COM for 50% of the final payment made to PTS Contractors, Inc. COM's landscaping reimbursement request remains outstanding.

- **Future Water Supply Connection (2nd) to Appleton – Future station's site acquisition status**

SCM will continue his attempt to schedule a meeting with property owners Kaster and partner Mahn to negotiate a site acquisition for WSD's future metering station. Kaster/Mahn are attempting to acquire the corner property from Rennis to incorporate into the proposed Lake Park condo project. If this occurs, Kaster/Mahn would consider selling WSD a piece of the property on the west property line for WSD's future metering station. DNR approval has been received for water main extension to the Rennis property.

GENERAL CONSTRUCTION STATUS (INDIVIDUAL PROJECTS)

- **Birling Court Extension (Andrysczyk) – Project status report**

SCM stated Andrysczyk informed SCM he is waiting for the housing market to improve.
- **Lake Park Condominiums – Project status report**

SCM reported Kaster/Mahn are attempting to acquire the Rennis property for the proposed Lake Park condo project which would change the project's current layout. SCM is not aware of any specifics but anticipates the project moving forward when the housing market improves.

WAVERLY SANITARY DISTRICT

July 8, 2008

Page 3

GENERAL CONSTRUCTION STATUS (INDIVIDUAL PROJECTS) – CONTINUED**- Outagamie LLC Future Development – Project status report (18 acres)****Location: North of Woodland Terrace and south of Manitowoc Rd.**

SCM has not received contact/information regarding this project since WSD's 6/10/08 Meeting.

CMG reported in response to WSD's recent connection deadline notification, Ament contacted WSD to report the vacant home located on the above property was uninhabitable when purchased due to the home's non-functioning septic system. Ament contacted the TOH to request the TOH Fire Dept. utilize the vacant home for a "controlled burn." The Fire Dept. agreed to utilize Ament's property for training and eventually a controlled burn exercise. Fire Chief Kloehn will provide written notification to WSD regarding the "controlled burn" situation. The Commission acknowledged Ament's connection deadline will be exceeded before the controlled burn occurs.

- Crestwood Subdivision – Location: Southside of Midway Road – Off Cottonwood Drive – Between Eternal Love Lutheran Church and Barker Farm Estates

SCM has not received contact/information regarding this project since WSD's 6/10/08 Meeting.

- 1st Addition – Lake Park Heights – Project status report

SCM has not received contact/information regarding this project since WSD's 6/10/08 Meeting.

WAVERLY SANITARY DISTRICT

July 8, 2008

Page 4

OTHER BUSINESS TO LEGALLY COME BEFORE THE COMMISSION**WSD's amended Employment Benefit Recap – Commission discussion/approval/acceptance**

CMG reviewed the additions/changes made to the amended Employment Benefit Recap (copies provided to the Commission prior to the 7/8/08 meeting). LIF motioned/MLS seconded Commission approval of the amended Employment Benefits as presented. Motion carried 3-0.

Waverly/Harrison 6/19/08 Staff Meeting Results – General discussion

CMG reported CMG/DAV/RWK/TGV met with TOH Administrator Tracy Fluke, Road Superintendent Bob Kessler, and Fire Chief Kevin Kloehn on 6/19/08. Future snow removal was discussed because TOH assisted WSD with 2007-2008 snow removal around fire hydrants. In the future, WSD will contract an outside service for snow removal around fire hydrants when required. TOH could be utilized/compensated as an outside contractor.

Darboy SD's clear water inspection procedure was discussed and the TOH suggested WSD mirror Darboy's procedure for homes served by WSD located in the TOH. Darboy does a clear water inspection when a home changes ownership. WSD currently does a clear water inspection every 10 years when the water meter is changed. The TOH provided WSD with a copy of the form utilized by Darboy. Resident Lopas will provide WSD with Ashwaubcon's clear water inspection policy and related forms.

Storm sewer locating in TOH by WSD personnel was also discussed. Darboy performs TOH's storm sewer locating for TOH properties located in the Darboy SD.

The Commission will review the Staff Meeting results provided by CMG prior to the 7/8/08 meeting for further discussion at WSD's 8/12/08 meeting.

TOH Fire Chief Kloehn received a water systems map from WSD and also offered Fire Dept. personnel to assist WSD with snow removal around fire hydrants if required.

MLS stated WSD should specify that some hydrants located in WSD are privately owned but are controlled by WSD. RWK stated Woodland School was utilizing a private hydrant to water its sports field. WSD stopped this practice during 2007.

Since there wasn't any other business to legally come before the Commission, LIF motioned/MLS seconded meeting adjournment. Motion carried 3-0.

Meeting adjourned at 9:15 a.m.

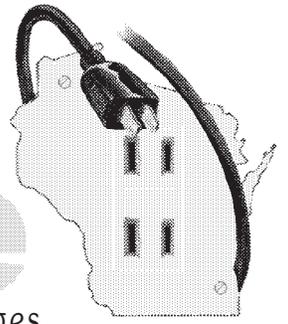
Submitted by Susan A. Hallock

A Coalition
to preserve
Wisconsin's
Reliable and
Affordable
Electricity

Customers First!

the Wire

Plugging you in to electric industry changes



608/286-0784 • P.O. Box 54 • Madison, WI 53701 • www.customersfirst.org • AUGUST 2008 • Vol. 13, No. 8

Captive shippers win another railroad case

Usually reluctant federal regulators have handed a second setback to the nation's dominant railroads with a decision ordering refunds and reparations to a Missouri electric utility found to have been overcharged.

The Surface Transportation Board (STB) ordered the Union Pacific Railroad Company to pay approximately \$30 million to Kansas City Power and Light (KCPL). The money will come in the form of shipping-rate reductions and reparations, based on the STB's judgment that the railroad exceeded the maximum lawful rate for delivering Powder River Basin coal from Wyoming to the utility's power plant near Ladue, Missouri.

The decision marks a second rebuke by the STB, which had been generally hesitant to rule against rail companies since they were deregulated under the Staggers Rail Act of 1980.

Early last year, the STB found the fuel surcharges being applied by major railroads were unreasonable and ordered them to devise more equitable standards for recovering those costs. In effect, the agency found railroads had been collecting twice for the same expense, once through shipping rates and again through surcharges.

A number of power producers including some from Wisconsin have undertaken legal proceedings alleging they've been over-

charged by major railroads for coal deliveries.

In the Kansas City case, the parties stipulated that the maximum lawful rate should be 180 percent of the variable cost of providing service. The STB found that rates charged by Union Pacific for all of the movements challenged by the utility exceeded that level.

In Washington, D.C., Executive Director Robert Szabo of Customers United for Rail Equity (CURE) was cautious about declaring a major victory, though he did call the KCPL case the second win for a rail customer in 16 rate cases decided by the STB since 2000.

Szabo said it appeared the Union Pacific would appeal the decision. He also said new STB rules for "large" rate cases determine allowable rates by reference to a railroad's system-wide average costs. That change, Szabo said, ignores the efficiency of operating unit trains such as those used for delivering coal to utilities—and thus tends to make rate calculations from an inflated base. 💡



CURE Executive Director Bob Szabo

Feds:

No quick relief from power costs

The federal agency with oversight of the nation's power grid says it expects rising electricity prices to persist for years, based on its analysis earlier this summer.

The analysis by the Federal Energy Regulatory Commission's (FERC) Office of Enforcement cites higher prices for generation fuel, higher capital costs for new power plants, and higher construction costs driven in part by higher costs for basic materials.

FERC Chairman Joseph Kelleher said, "That means electricity prices will be higher than many Americans would like."

Kelleher said the nation needs "massive investments in new electricity generation, transmission, and distribution facilities" to ensure reliable power supply at the same time that new expenses related to climate regulation are cropping up, and pending climate legislation "puts us in a period of uncertainty regarding policy."

The report noted that the rising cost pressures have affected every type of power plant, from nuclear generation to combustion turbines and wind generators.

The combined factors of high costs, the need to build, and as yet undefined climate initiatives "work at cross purposes," Kelleher said, adding, "The United States cannot simultaneously make the massive investments necessary to assure security of our electricity supply, make additional large investments to confront climate change, and lower electricity prices. Doing so would likely result in failure." 💡

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

If you have questions or comments about THE WIRE or the *Customers First!* Coalition, please call 608/286-0784.



KEEPING CURRENT

With CFC Executive Director Matt Bromley



Last month *THE WIRE* mentioned that the recent approval of a new 345kv transmission line in south-central Wisconsin marked the first time the Public Service Commission gave the nod to a transmission project primarily for economic reasons. What does this mean for customers?

Historically, Wisconsin transmission projects have been built to improve reliability; in other words, to help ensure availability of electricity supply adequate to meet customer demand. With the opening of competitive wholesale power markets and Wisconsin's participation in the Midwest Independent Transmission System Operator (Midwest ISO), a robust transmission system takes on even greater importance for customers. Now, not only is transmission critical to reliability, but it can also bring economic benefits to ratepayers by opening the doors to cheaper power from out-of-state sources. With heightened concerns about energy costs, the ability to access lower-cost power on the regional wholesale market will be increasingly important to Wisconsin utilities and ratepayers.



Bromley

Another benefit that can come from additional investments in transmission is the ability to more easily capture renewable energy, which is often generated far from end users. The U.S. Department of Energy estimates that wind alone could provide 20 percent of electricity in the U.S. by 2030, but it would require \$60 billion in new transmission projects to transport the clean energy resource to homes and businesses. With limited wind resources in state, Wisconsin utilities are looking to more wind-rich states like Minnesota and Iowa to help fulfill their renewable energy obligations. As demand for these clean energy resources grows, it will be necessary to upgrade our state's high voltage transmission system to more fully utilize in-state renewable sources and facilitate imports of renewable energy from other states. The Midwest ISO cited a 62-percent increase in requests to develop new generation, much of it wind power, in support of plans it recently filed with the Federal Energy Regulatory Commission to streamline the process to get needed transmission into service more quickly.

Upgrading the transmission system can certainly be an important factor in helping control future electricity rates for Wisconsin customers. Yet it's also important to pursue and implement other least-cost options, such as energy conservation initiatives, to meet the goal of providing reliable electricity at affordable prices for Wisconsin customers. 💡

MA utilities to revise charges

Savings of both energy and customer costs will result when electric utilities develop a billing structure that breaks the connection between the amount of energy sold and the bottom line, Massachusetts regulators are hoping.

In mid-July, the Massachusetts Department of Public Utilities (DPU) ordered retail electricity and natural gas providers to redesign distribution rates so that encouraging customers to conserve energy and helping them do so won't run counter to the utilities' interests.

Future rates would be based on the cost of providing the service—not unlike the standard-model regulated utility—but customers would receive a credit if revenues exceed the anticipated need and pay a surcharge if revenues fall short.

Widely known as rate decoupling, the concept aims at eliminating the profit incentive for utilities to increase energy sales and is under study by Wisconsin's Public Service Commission.

Massachusetts officials expect the change to be a boon to customers, according to reports in *The Boston Globe*.

DPU chief Paul Hibbard was quoted saying, "they [customers] will certainly see huge benefits." Ian Bowles of the state's Executive Office of Energy and Environmental Affairs asked rhetorically, "In a time of high energy prices...why would we ever want to regulate utilities in a way that makes them want to maximize power sales?" the *Globe* reported. 💡

Back to Baltimore

Rates, disconnections climb

It's not quite over yet in Maryland, despite a settlement between state government and the biggest local utility: Rates continue to climb and requests for energy assistance have been coming at unprecedented levels.

Early this year, the State of Maryland and Constellation Energy, parent company of Baltimore Gas and Electric (BGE), settled a lawsuit over recovering costs of nuclear power plants with an agreement that Constellation would pay a \$170 rebate to the average BGE customer.

But however welcome from the customer's perspective, that amount has turned out to be a drop in the bucket. In Anne Arundel County just south of Baltimore, applications for government assistance paying electric bills jumped almost 40 percent this spring.

Statewide, BGE disconnected some 12,000 customers in the first five months of 2008 for failing to pay their bills. According to a report in the *Maryland Gazette*, 5,000 of those disconnections happened in May alone, compared with 900 for the same month last year.

It was, of course, BGE that won regulatory approval of a 72-percent rate hike after living with capped rates for 10 years under the state's 1990s restructuring scheme, but that rate increase—which sent shock waves throughout the country in states that had restructured—happened in 2006. Since then, prices have continued to go up.

In June, BGE customers were expecting a 5.5-percent rate increase to cover increased fuel costs. What they got instead was a 7.6-percent

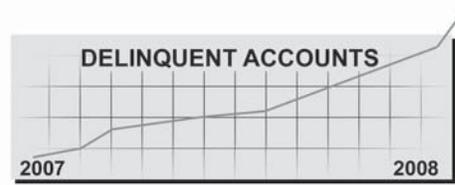
Energy saver tip

There's a reason people say, "It's not the heat, it's the humidity." It's pretty much true. With today's high energy prices, you'll want to ease up on cooling costs, and running your air conditioner at 78 degrees instead of a lower setting will be sufficient to keep most people comfortable. And drawing the shades and drapes will allow the A-C to run less and still maintain that temperature. 💡

rate hike.

Similar examples abound from coast to coast. Disconnections on the Southern California

Edison system were up 14 percent for the first half of 2008, compared with the same period in 2007. Failure to pay led to disconnections up 40 percent this spring for Arizona Public Service and Salt River Project customers. Disconnections were up 56 percent for Detroit's DTE Energy customers, with one in every five behind on their bills. Allentown, Pennsylvania's PPL Electric had disconnections running 168 percent ahead of last year's pace, and failure to pay on the North Carolina-based Duke Energy system was resulting in about 11,000 shutoffs a month this spring, 14 percent more than last year.



All of these states have experimented to some degree with restructuring, but the common thread now

seems to be rising fuel costs pushing customers over the brink.

Back in Maryland, BGE anticipates about 30,000 disconnections in 2008, up about 23 percent compared with 2007. The *Gazette* reports that company records show a million BGE customers were "eligible" for disconnection during the first half of the year, though 15,000 were actually shut off.

A BGE spokeswoman said the numbers don't necessarily indicate a rising trend in disconnections, as there were more in 2006, the *Gazette* reported. 💡

Manipulation claims eyed in bulging Texas power costs

Regulators are examining claims that power producers may have deliberately avoided long-term supply contracts in order to obtain the higher daily spot-market prices that so far have driven five electricity retailers out of business.

Since early this decade, Texas has come closer than any other state to the freewheeling retail competition that was supposed to benefit customers under electric restructuring. But a system based on lots of retailers serving as middlemen between power producers and end-use customers has been seeing a shakeout as natural gas prices rise. (See *July edition of The Wire*.)

Fuel prices, however, aren't the only factor. This year, congestion on the Texas transmission grid has occurred about three times more often than in 2007, sometimes dictating the grid operator's decision on which power providers' bids to accept.

And the last bid accepted (that is, the highest price the operator needs to pay to meet demand) sets the price for all the power sold. Thus, according to a *Wall Street Journal* report last month, a generator can bid most of its capacity at a price low enough to ensure being asked to run, and then it can bid its remaining capacity at the supposedly regulated maximum and stand an excellent chance of getting that price for every kilowatt it produces.

We say, "supposedly regulated," because spot market prices this year have several times reached \$4,000 a megawatt-hour despite the official price cap of \$2,250.

In addition, according to the *Journal* report, some retailers say they're having trouble finding wholesale providers willing to sign long-term contracts, making them suspect producers are trying to force more business into the higher-priced daily power auction.

State regulators say they're examining the situation. Meanwhile, since *The Wire* last month noted the departure of four electricity retailers who could no longer afford to serve their customers, a fifth has been forced to quit the Texas market. 💡



Quotable Quotes

“Now they’re having to dip into what they have saved, and they’re running out of money, basically. And the higher the cost goes, the more people who will fall into that realm.”

—Assistant Secretary Andy Moser of the Maryland Department of Labor, Licensing and Regulation, on people with modest incomes struggling to pay electric bills, quoted in the *Maryland Gazette*, July 19, 2008

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



www.customersfirst.org

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

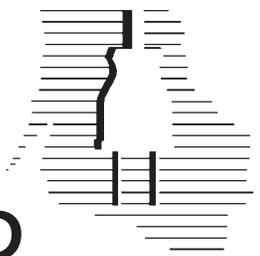
Customers First!
Plugging Wisconsin In



A Coalition
to preserve
Wisconsin’s
Reliable
and Affordable
Electricity

P.O. Box 54
Madison, WI 53701

Customers First!





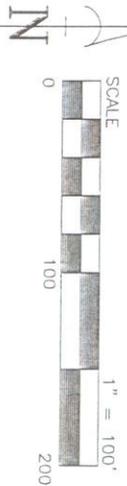
CITY OF MENASHA
Public Hearing

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of Menasha Common Council on the Special Use Permit Application of Heckrodt Wetland Reserve for parcel number 5-515 located at 1305 Plank Road, City of Menasha, Winnebago County, Wisconsin. Heckrodt Wetland Reserve has applied for a special use permit to expand a garage and a pavilion. The site is zoned R-1 Single Family Residential and requires special use permit approval to allow the proposed expansion. All interested persons objecting to or supporting the Special Use Permit are invited to attend the public hearing.
Date of Hearing: Monday, August 18, 2008 Time of Hearing: 7:00 p.m. or shortly thereafter
Place of Hearing: City Hall Council Chambers, 140 Main Street, Menasha, WI 54952-3190

Deborah A. Galeazzi
City Clerk

Publish: Aug 8 & 11, 2008

CERTIFIED SURVEY MAP NO. _____
 ALL OF LOTS 18, 19 AND 20 OF WOODLAND HILLS, AS DOCUMENT #368078,
 LOCATED IN THE NORTHWEST 1/4 OF FRACTIONAL SECTION 17, TOWN 20 NORTH,
 RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

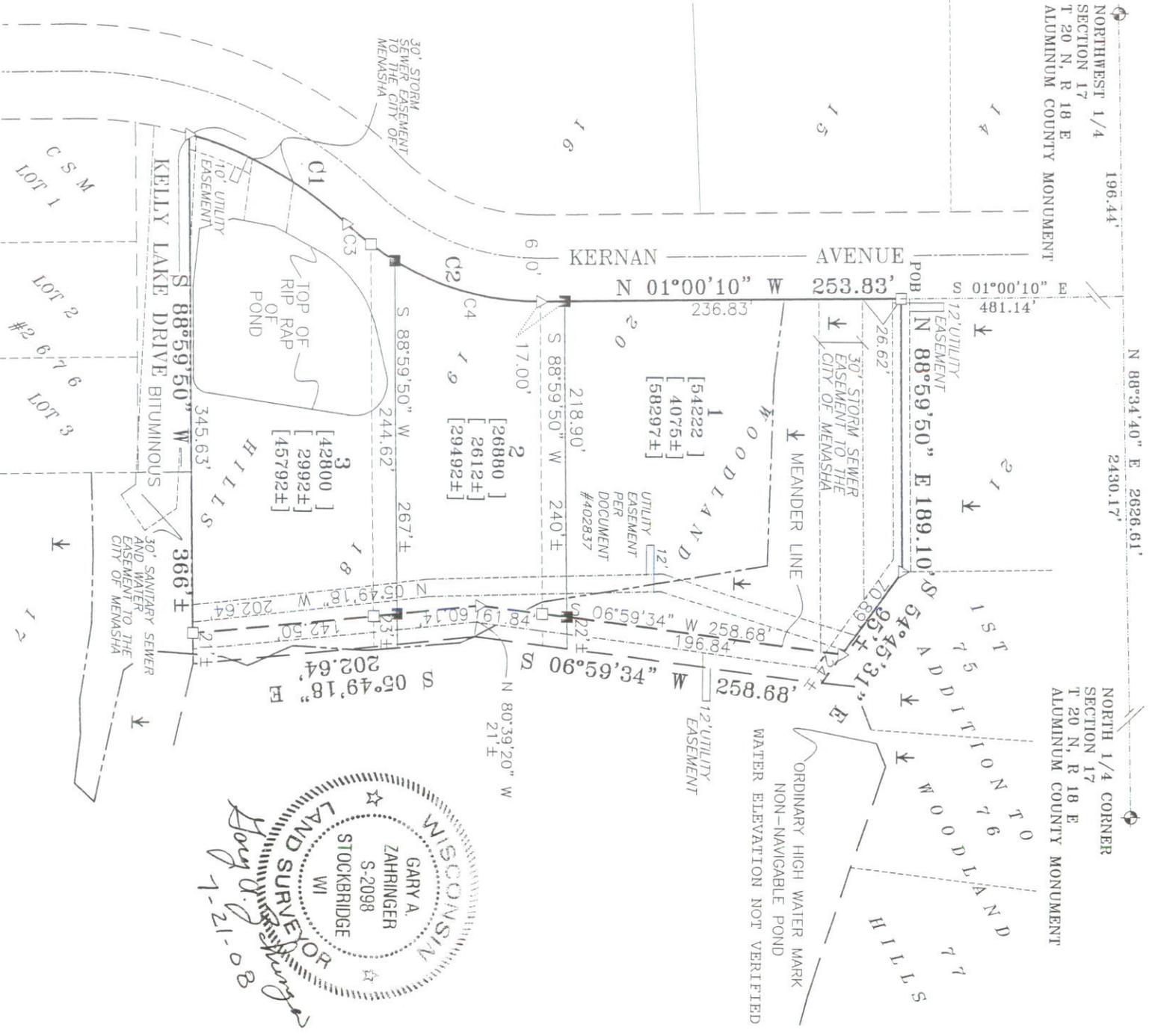


BEARINGS ARE REFERENCED TO THE
 CALUMET COUNTY COORDINATE SYSTEM
 WHICH RECORDS THE NORTH LINE OF
 THE NORTHWEST 1/4, SECTION 17, TO
 BEAR N 88°34'40" E

SURVEY FOR: WOODLAND DEVELOPMENT, LLC.
 N319 BREEZEWOOD DRIVE
 APPLETON, WI 54915

NORTHWEST 1/4
 SECTION 17
 T 20 N, R 18 E
 ALUMINUM COUNTY MONUMENT

NORTH 1/4 CORNER
 SECTION 17
 T 20 N, R 18 E
 ALUMINUM COUNTY MONUMENT



- LEGEND**
- 1" O.D. IRON PIPE SET, 18" LONG, WEIGHING 1,130 LBS. PER LIN. FOOT
 - 1" O.D. IRON PIPE FOUND
 - △ 1-1/4" O.D. REBAR FOUND
 - [] LOT AREA FROM MEANDERLINE
 - [+] LOT AREA FROM MEANDERLINE TO OHWM OF POND
 - [#] TOTAL LOT AREA

CURVE TABLE		LENGTH	CHORD BEARING	CHORD
CURVE	RADIUS			
1	270.00'	126.32'	N 29°14'26.0" E	125.16'
2	200.00'	152.35'	N 20°49'12.0" E	148.69'
3	200.00'	42.79'	N 36°30'51.0" E	42.70'
4	200.00'	109.56'	N 14°41'29.0" E	108.20'



Martenson & Eisele, Inc.
 1377 Midway Road
 Menasha, WI 54952
 www.martenson-eisele.com
 Info@martenson-eisele.com
 920.731.0381 1.800.236.0381

PROJECT NO. 632-122
 FILE 632122.csm SHEET 1 OF 3
 THIS INSTRUMENT WAS DRAFTED BY: DMS S-2325

CERTIFIED SURVEY MAP NO. _____

SURVEYOR'S CERTIFICATE
I, GARY A. ZAHRINGER, LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, MAPPED, AND DIVIDED AT THE DIRECTION OF WOODLAND DEVELOPMENT, LLC., ALL OF LOTS 18, 19 AND 20 OF WOODLAND HILLS PLAT AS DOCUMENT #368078, LOCATED IN THE NORTHWEST 1/4 OF SECTION 17, TOWN 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

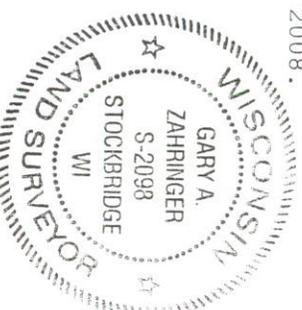
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 88 DEGREE 34 MINUTES 40 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 196.44 FEET; THENCE SOUTH 01 DEGREE 00 MINUTES 10 SECONDS EAST, 481.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 59 MINUTES 50 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 189.10 FEET; THENCE SOUTH 54 DEGREES 45 MINUTES 31 SECONDS EAST, ALONG SAID NORTH LINE, 70.89 FEET TO A MEANDER CORNER WHICH IS NORTH 54 DEGREES 45 MINUTES 31 SECONDS WEST, 24 FEET MORE OR LESS FROM THE ORDINARY HIGH WATER MARK OF A NON-NAVIGABLE POND; THENCE SOUTH 06 DEGREES 59 MINUTES 34 SECONDS WEST, 258.68 FEET, ALONG A MEANDER LINE TO A MEANDER CORNER WHICH IS NORTH 80 DEGREES 39 MINUTES 20 SECONDS WEST, 21 FEET MORE OR LESS FROM THE ORDINARY HIGH WATER MARK OF SAID NON-NAVIGABLE POND; THENCE SOUTH 05 DEGREES 49 MINUTES 18 SECONDS EAST, 202.64 FEET, ALONG A MEANDER LINE TO A MEANDER CORNER WHICH IS SOUTH 88 DEGREES 59 MINUTES 50 SECONDS WEST, 21 FEET MORE OR LESS FROM THE ORDINARY HIGH WATER MARK OF SAID NON-NAVIGABLE POND; THENCE SOUTH 88 DEGREES 59 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 345.63 FEET; THENCE, ALONG THE EAST RIGHT OF WAY OF 270.00 FEET WITH A CHORD WHICH BEARS NORTH 29 DEGREES 14 MINUTES 26.0 SECONDS EAST, 125.16 FEET; THENCE, ALONG SAID EAST RIGHT OF WAY LINE, 152.35 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET WITH A CHORD WHICH BEARS NORTH 20 DEGREES 49 MINUTES 12.0 SECONDS EAST, 148.69 FEET; THENCE NORTH 01 DEGREE 00 MINUTES 10 SECONDS WEST, ALONG SAID EAST RIGHT OF WAY LINE, 253.83 FEET TO THE POINT OF BEGINNING, CONTAINING 133,581 SQUARE FEET MORE OR LESS (0.367 ACRES MORE OR LESS) INCLUDING LANDS LYING BETWEEN THE MEANDER LINE AND THE ORDINARY HIGH WATER MARK OF A NON-NAVIGABLE POND.

THAT I HAVE FULLY COMPLIED WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND WITH THE CITY OF MENASHA AND CALUMET COUNTY SUBDIVISION ORDINANCE IN SURVEYING, DIVIDING AND MAPPING THE SAME.

THAT THIS MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF.

GIVEN UNDER MY HAND THIS 7th DAY OF July, 2008.


GARY A. ZAHRINGER
MI LAND SURVEYOR S-2098



CORPORATE OWNER'S CERTIFICATE

WOODLAND DEVELOPMENTS, LLC., A CORPORATION DULY ESTABLISHED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND ABOVE DESCRIBED TO BE SURVEYED, DIVIDED, AND MAPPED, ALL AS SHOWN AND REPRESENTED ON THIS PLAT.

DATED THIS _____ DAY OF _____, 2008.

MICHAEL H. HAGENS MEMBER

CARL A. BOWERS MEMBER

PAUL H. HERMSEN MEMBER

STATE OF WISCONSIN)
) SS
) COUNTY)

PERSONALLY CAME BEFORE ME ON THE _____ DAY OF _____, 2008,
THE ABOVE OWNERS TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT
AND ACKNOWLEDGE THE SAME.

NOTARY _____ MY COMMISSION EXPIRES _____

CERTIFIED SURVEY MAP NO. _____

COMMON COUNCIL RESOLUTION

RESOLVED, THIS MINOR SUBDIVISION IN THE CITY OF MENASHA, IS HEREBY APPROVED BY THE COMMON COUNCIL, ON THIS _____ DAY OF _____, 2008.

MAYOR _____ DATE _____

CLERK _____ DATE _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS SHOWN HEREON.

CITY TREASURER _____ COUNTY TREASURER _____

DATE _____ DATE _____

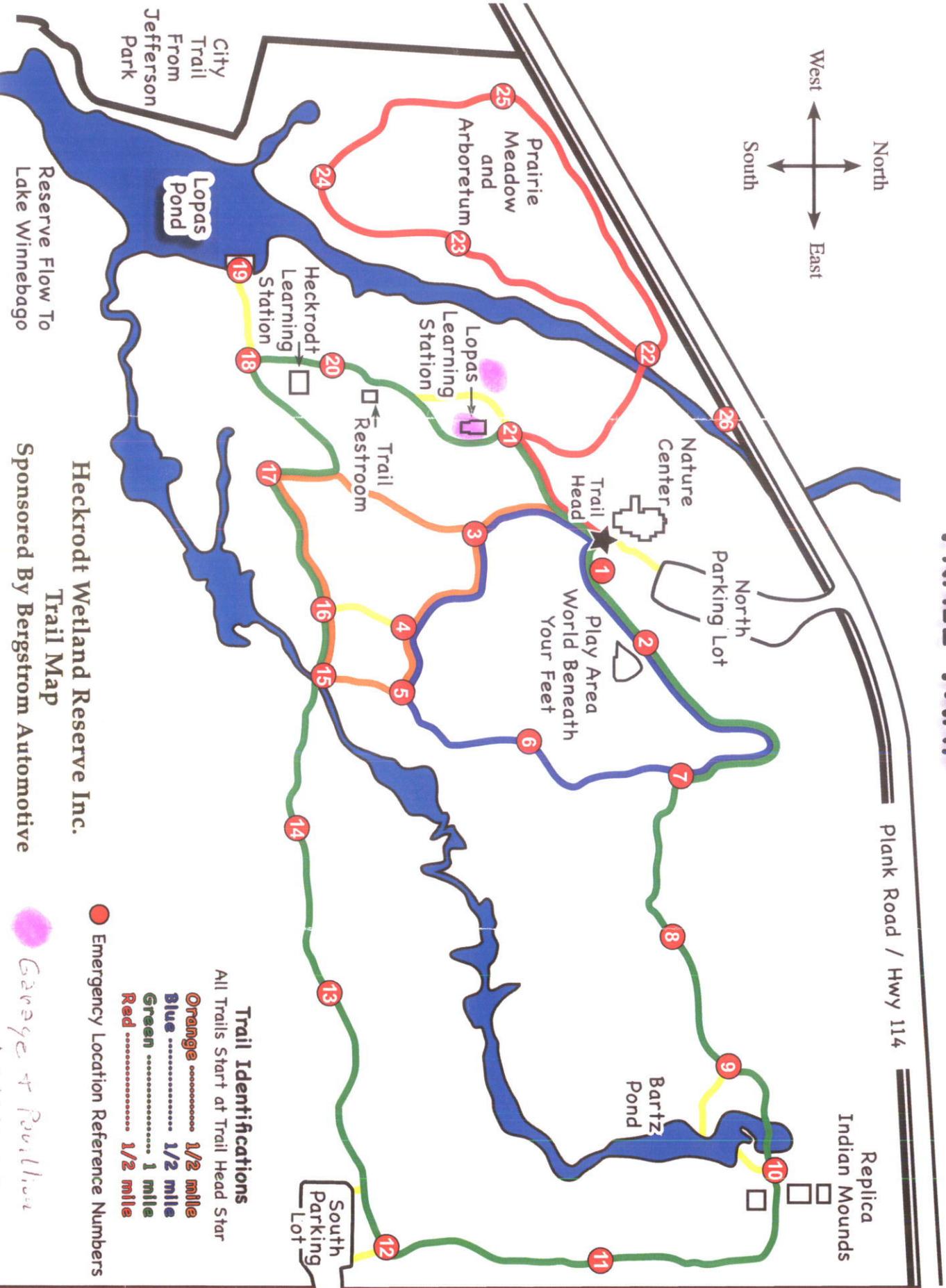
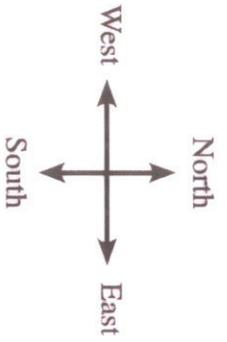
OWNERS OF RECORD
WOODLAND DEVELOPMENT, LLC.

PARCEL NUMBER
7-00700-18
7-00700-19
7-00700-20

RECORDING INFORMATION
DOC. #368078



TRAIL MAP



Plank Road / Hwy 114

Replica Indian Mounds

Bartz Pond

Play Area
World Beneath
Your Feet

Prairie Meadow
and
Arboretum

City Trail
From
Jefferson
Park

Reserve Flow To
Lake Winnebago

Heckrodt Wetland Reserve Inc.

Sponsored By Bergstrom Automotive

● Emergency Location Reference Numbers

Trail Identifications
All Trails Start at Trail Head Star

- Orange 1/2 mile
- Blue 1/2 mile
- Green 1 mile
- Red 1/2 mile

*Garage + Pavilion
Additions.*

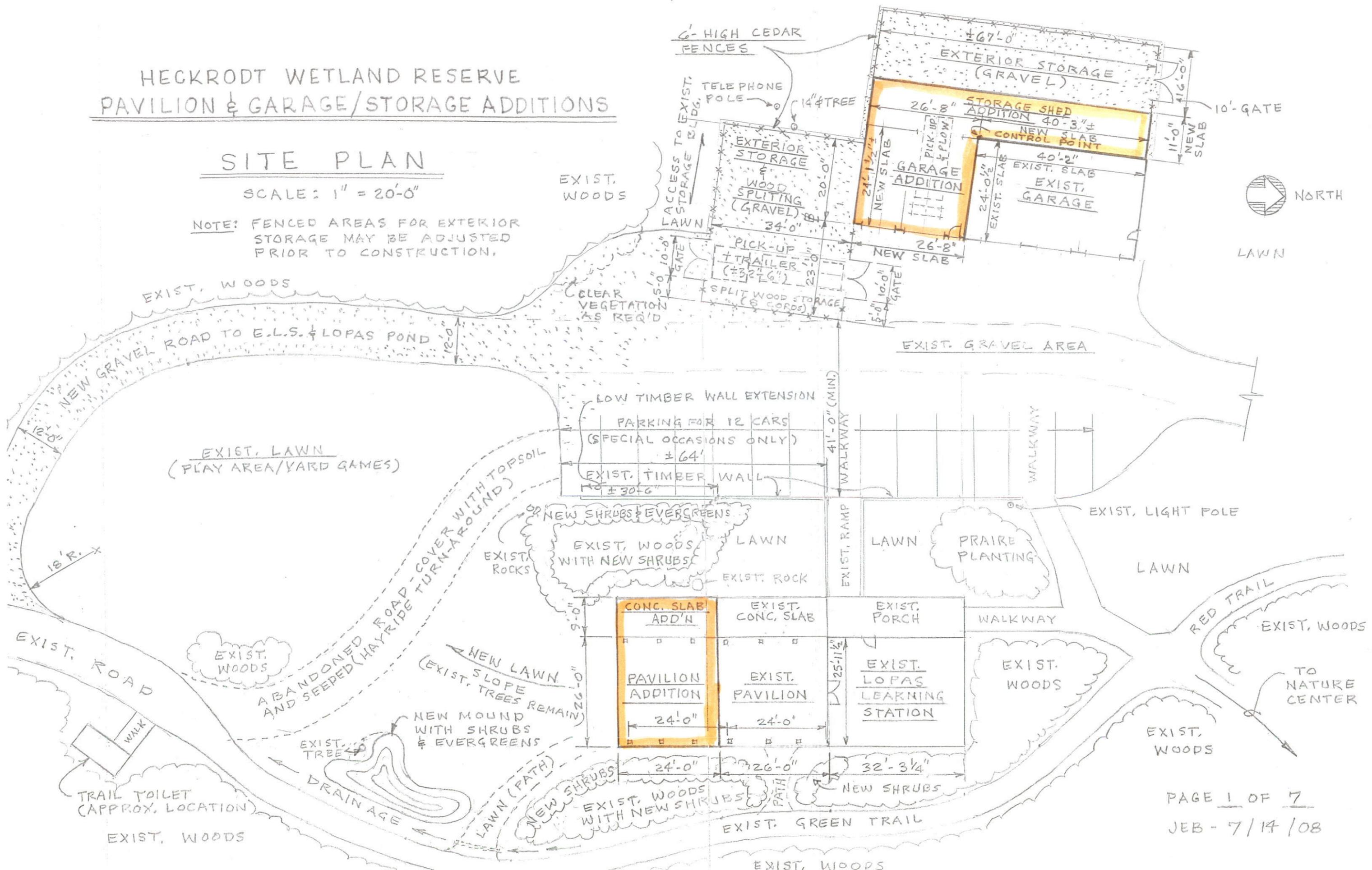
B R I G H T O N B E D C R R O A D

HECKRODT WETLAND RESERVE PAVILION & GARAGE/STORAGE ADDITIONS

SITE PLAN

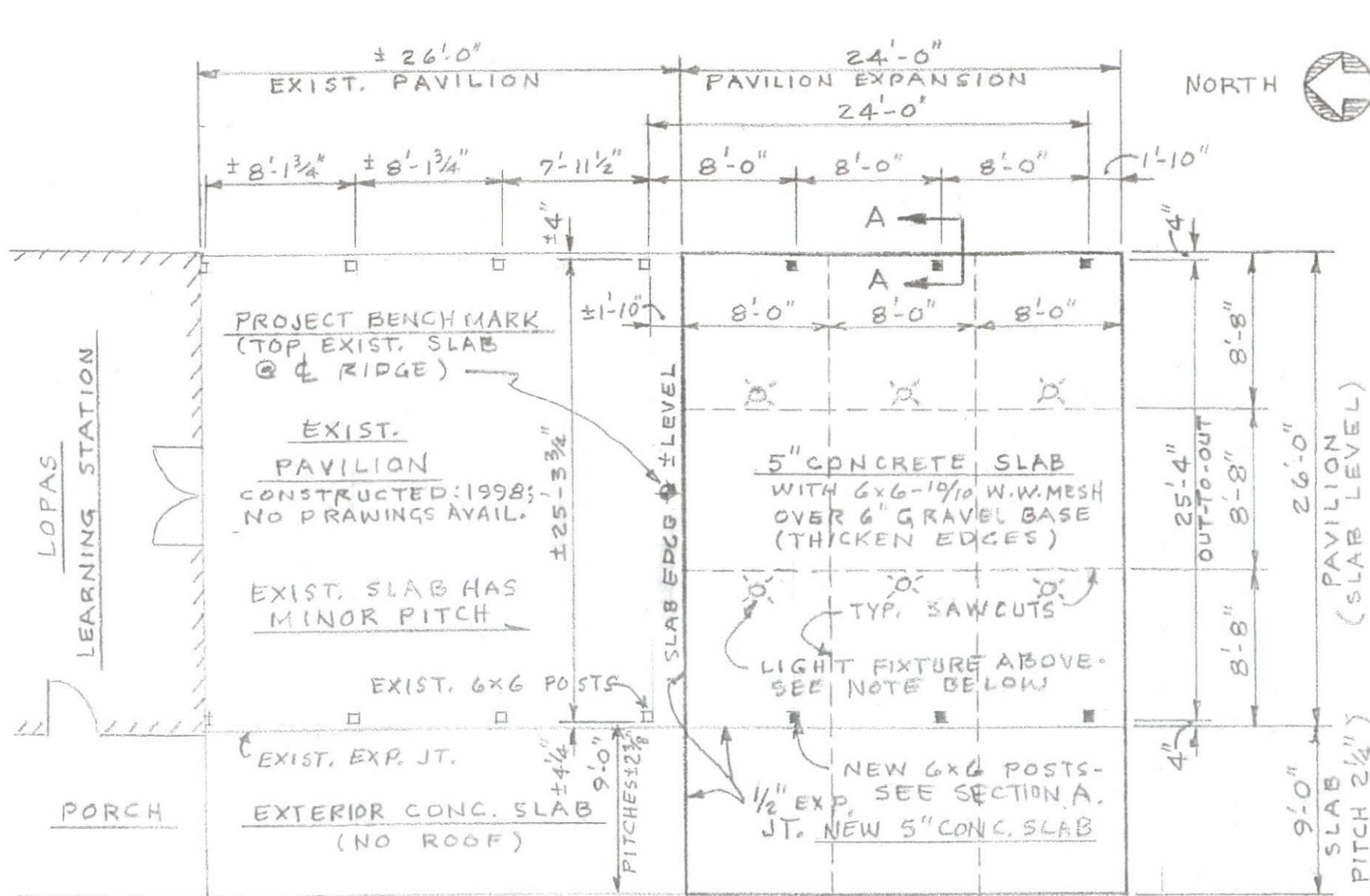
SCALE: 1" = 20'-0"

NOTE: FENCED AREAS FOR EXTERIOR STORAGE MAY BE ADJUSTED PRIOR TO CONSTRUCTION.



NORTH

LAWN



LIGHTING NOTE: SIX, RECESSED, "CAN-TYPE", LIGHTING FIXTURES REQ'D - MATCH EXISTING. ELECT. CONTR. TO DESIGN & INSTALL SYSTEM AS REQ'D.

PAVILION EXPANSION PLAN
1/8" = 1'-0"

GENERAL REQUIREMENTS:

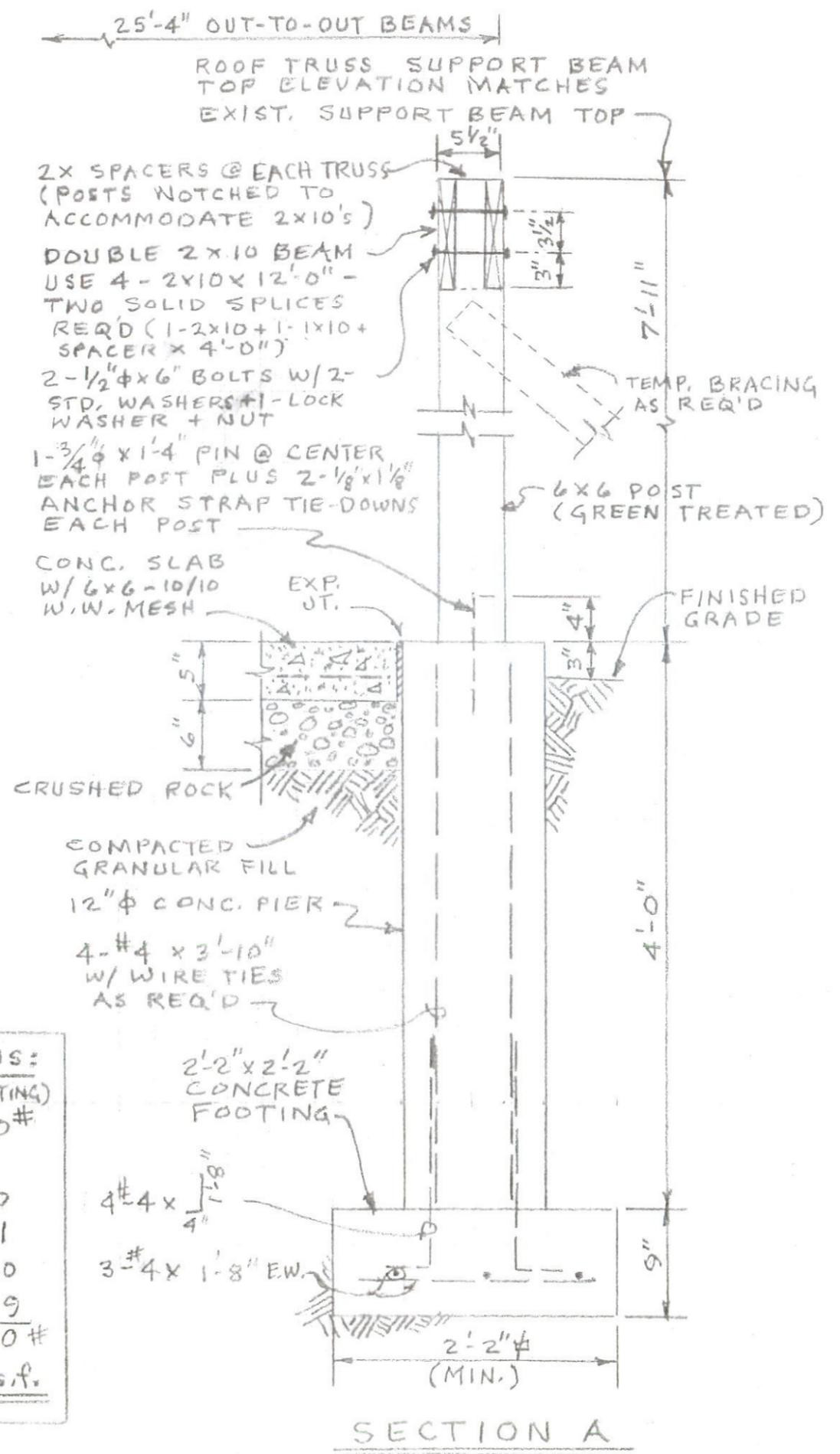
1. ALL WORK TO BE IN ACCORDANCE WITH STATE AND LOCAL CODES AND REQUIREMENTS.
2. DETAILS OF PAVILION EXPANSION TO MATCH DETAILS OF EXISTING PAVILION EXCEPT AS OTHERWISE INDICATED OR APPROVED.

HECKRODT WETLAND RESERVE

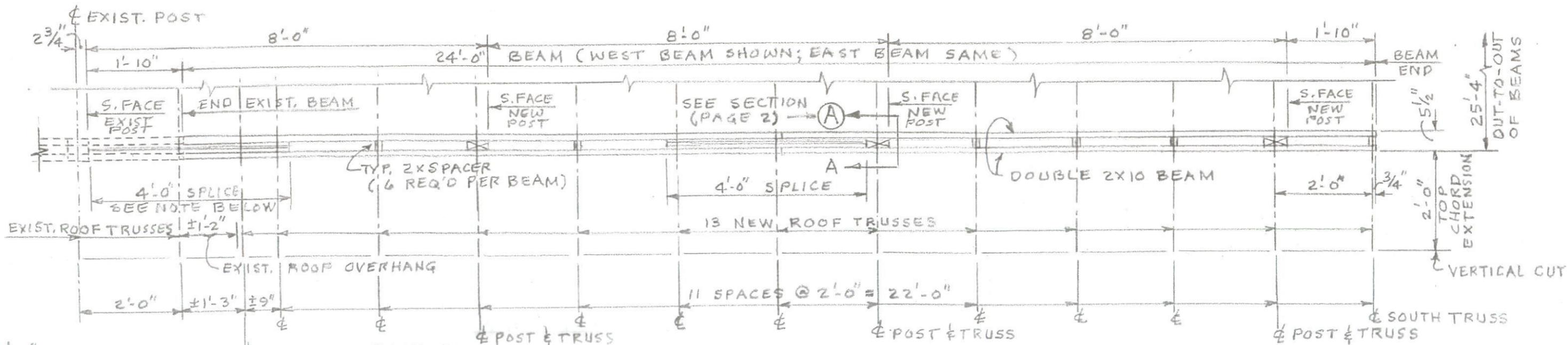
PAVILION EXPANSION (624 sq. ft)

FOOTING CALCULATIONS:
(USE 2'-2" x 2'-2" x 9" FOOTING)

ROOF L.L.+D.L.	4,800#
(8' x 15' @ 40 p.s.f.)	
POST & BEAM	100
PIER (3.14 c.f x 150#)	471
BACKFILL (4' x 4' x 90#)	1,440
FOOTING (4.7# x 75 x 150)	529
	<u>7,340#</u>
7,340# ÷ 4.7#	= 1,562 p.s.f.



SECTION A

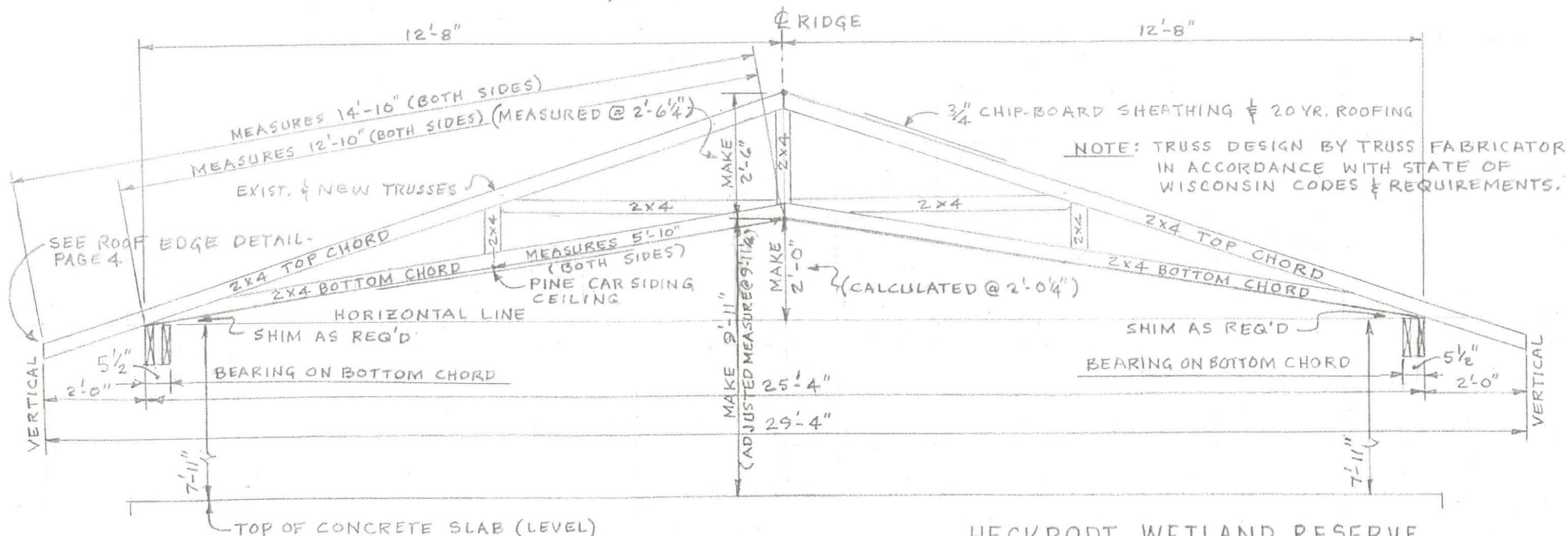


4'-0" SPLICE NOTE:
 USE 1-2x10 PLUS
 1-1x10 PLUS A
 1/2" SPACER (2 1/2" WIDE)

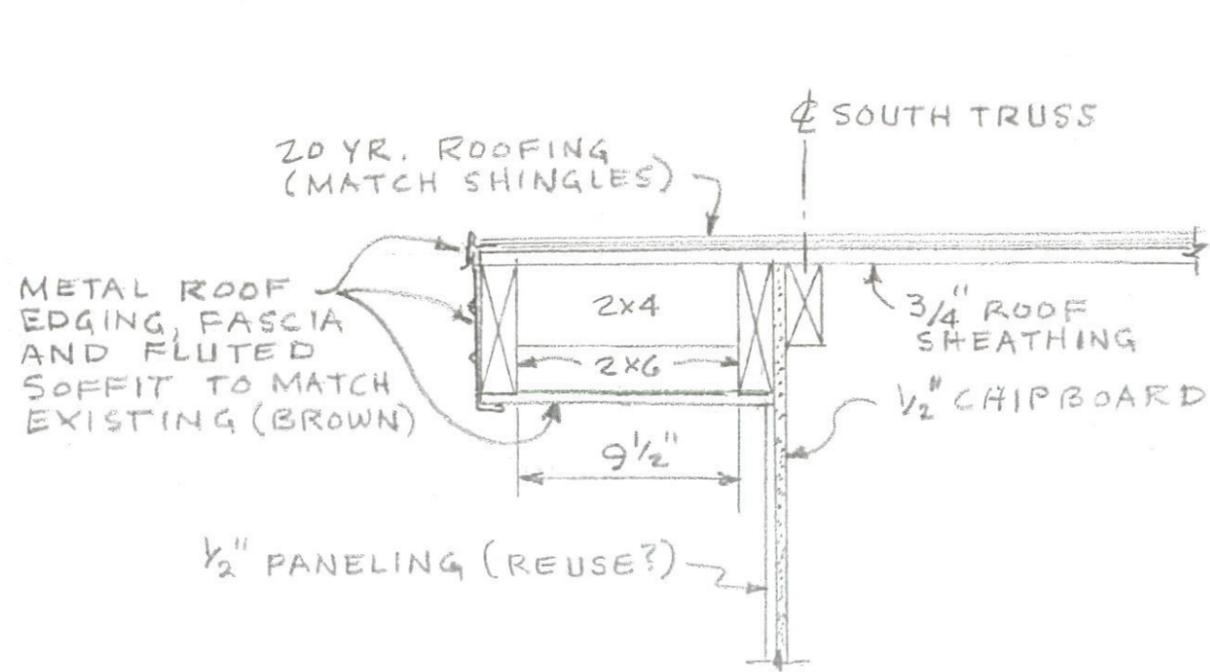
FIRST NEW ROOF TRUSS
 (POSITIONED ADJACENT TO
 FACE OF EXIST. ROOF
 OVERHANG FASCIA)

TOP VIEW OF WEST BEAM / ROOF TRUSS LAYOUT PLAN

1/2" = 1'-0"

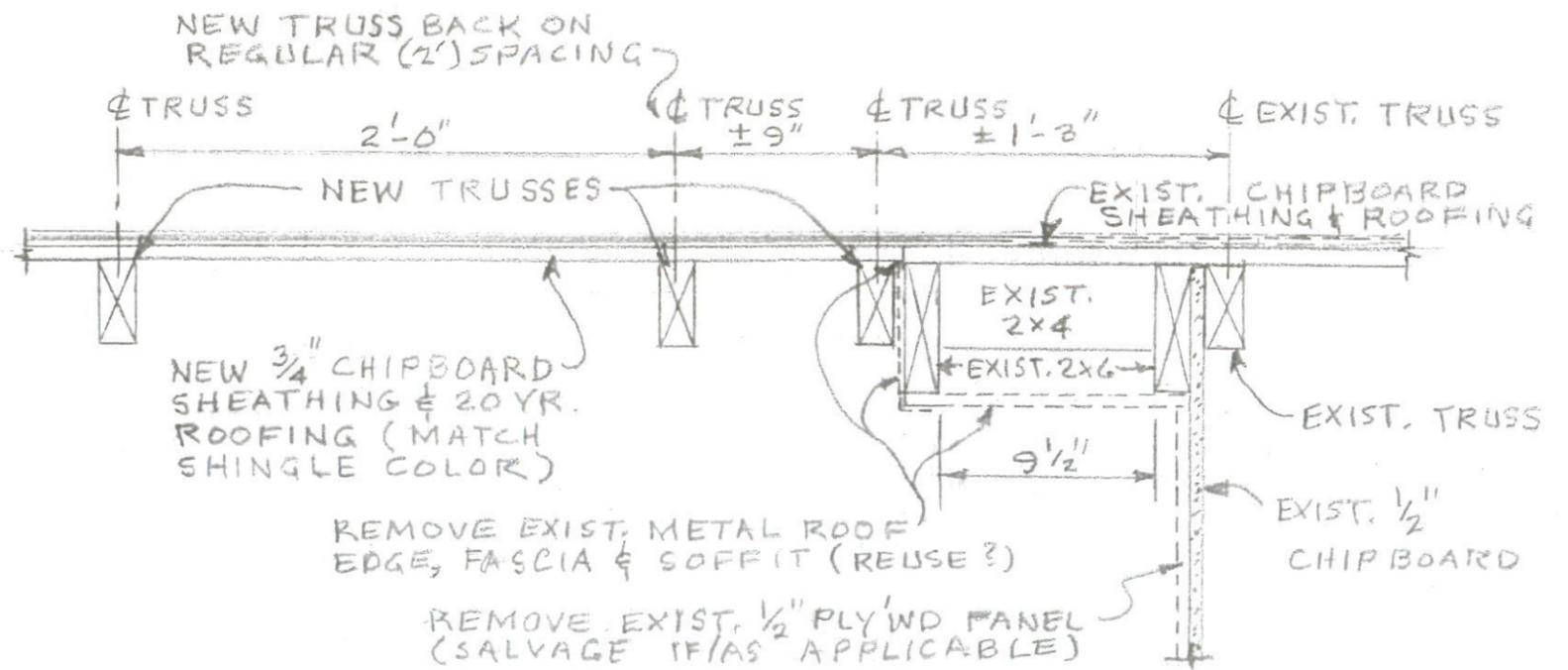


TRUSS DETAILS (13 TRUSSES REQ'D)



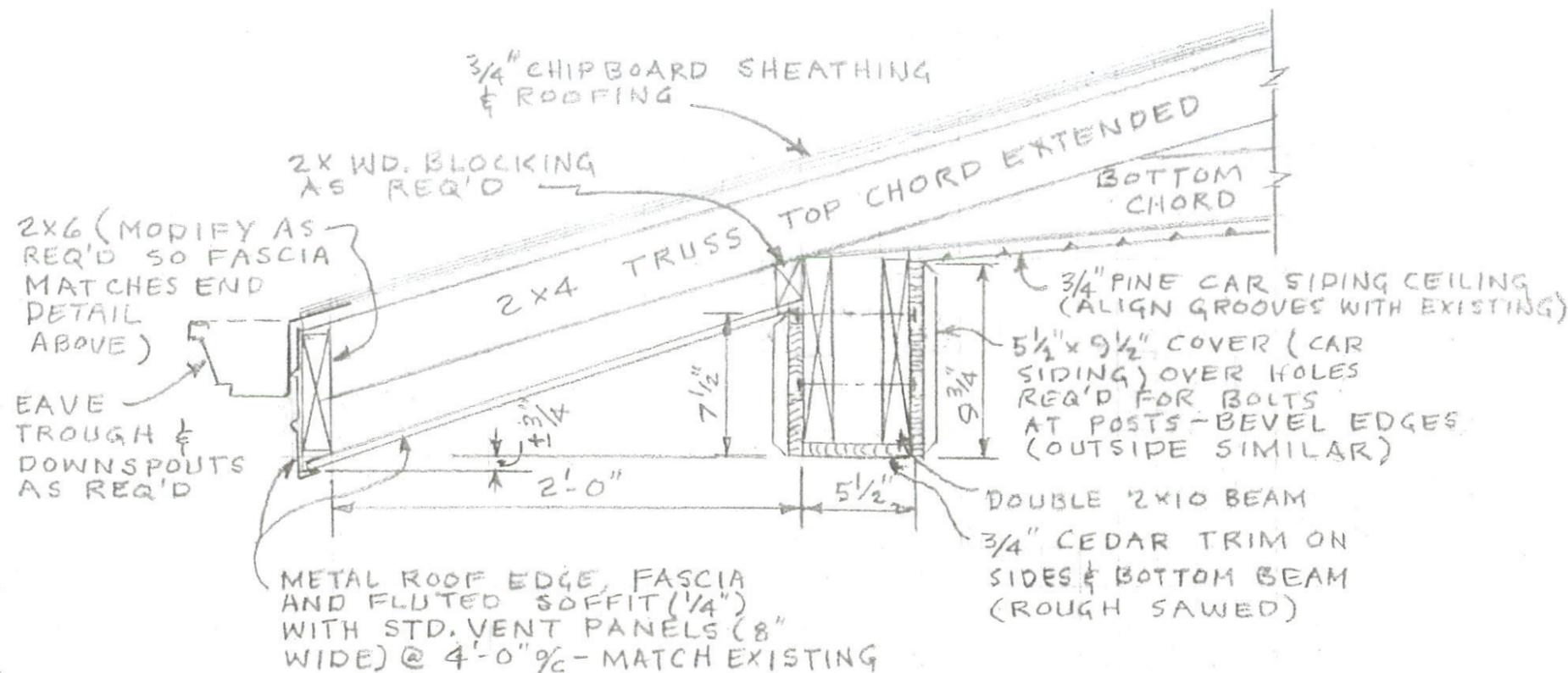
ROOF EDGE DETAIL (SOUTH)

1/2" = 1'-0"



ROOF TRANSITION DETAIL (NORTH)

1/2" = 1'-0"

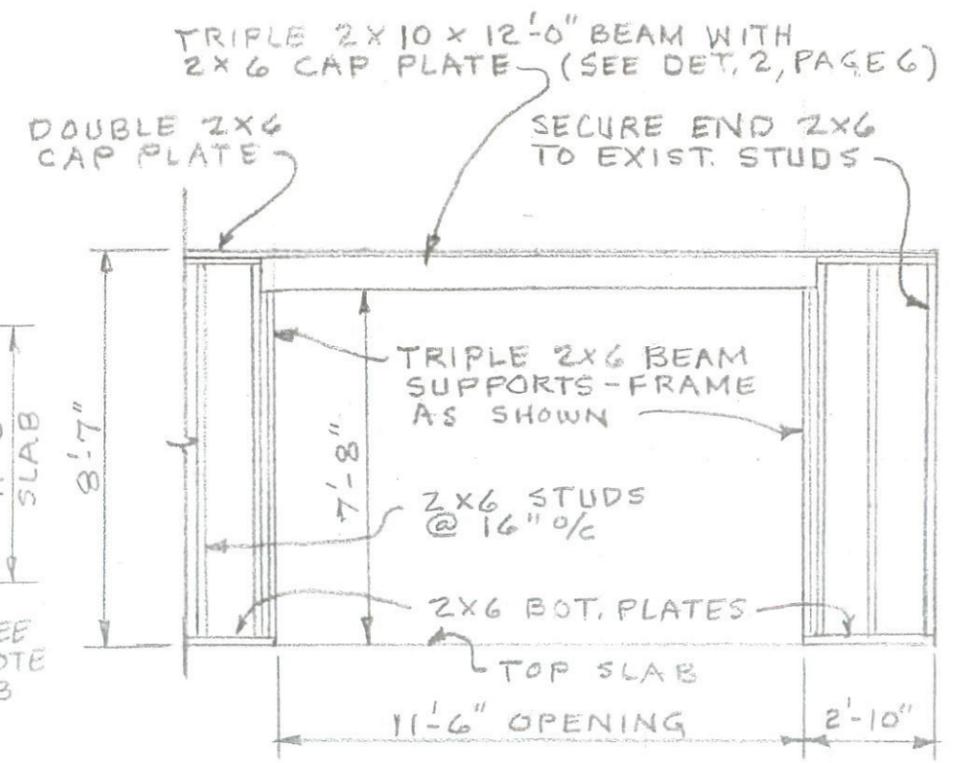
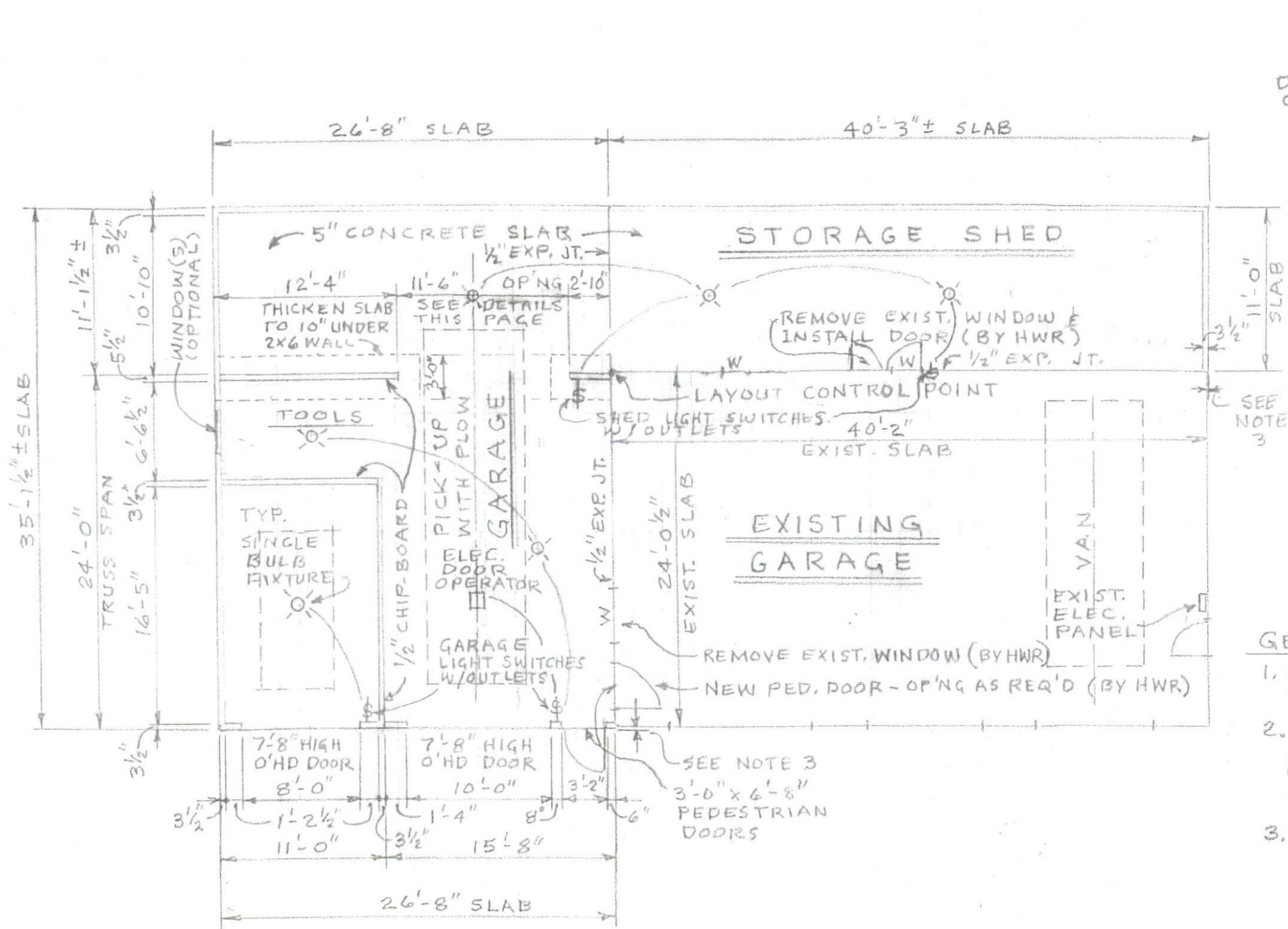


ROOF EDGE DETAIL (EAST AND WEST)

1/2" = 1'-0"

HECKRODT WETLAND RESERVE

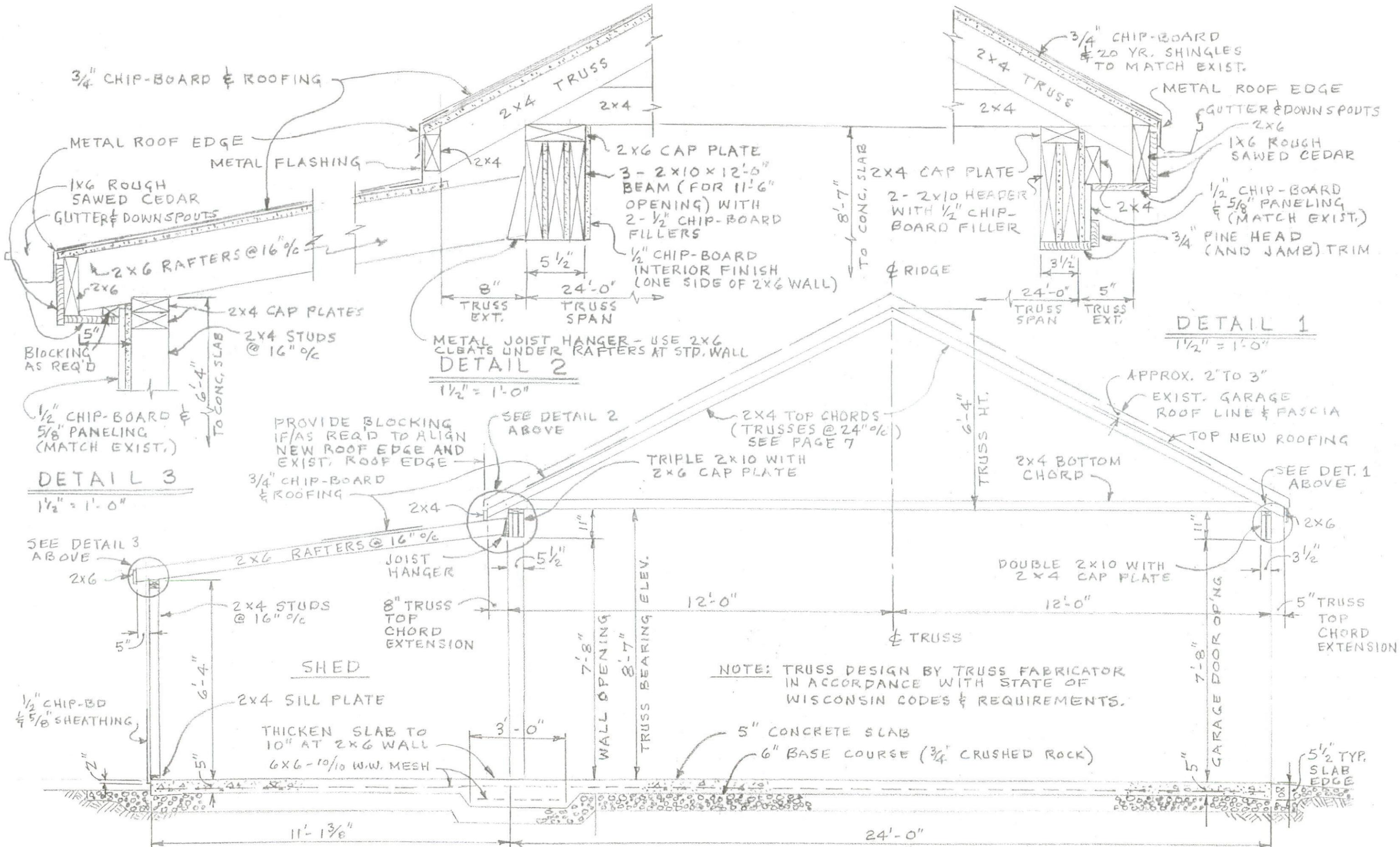
PAVILION EXPANSION



FRAMED OPENING (2x6 WALL)
 $\frac{1}{4}'' = 1'-0''$

- GENERAL REQUIREMENTS / NOTES:**
1. ALL WORK TO BE IN ACCORDANCE WITH APP. STATE AND LOCAL CODES AND REQUIREMENTS.
 2. DETAILS OF GARAGE / STORAGE SHED ADDITION TO MATCH DETAILS OF EXISTING GARAGE EXCEPT AS OTHERWISE INDICATED OR APPROVED.
 3. EXISTING SHEATHING AND EXTERIOR PANELING EXTENDS APPROX. 2" BEYOND CONC. SLAB. MAKE EXTERIOR FACE OF NEW PANELING ALIGN WITH EXTERIOR FACE OF EXIST. PANELING. POUR NEW SLAB ALLOWING NEW $\frac{1}{2}''$ CHIP-BOARD AND $\frac{5}{8}''$ PANELING TO LAP NEW SLAB EDGES.
 4. ELECTRICAL CONTRACTOR TO DESIGN AND INSTALL ELECTRICAL WORK AS INDICATED / APPROVED.
 5. NO HEATING WORK IS REQUIRED.

GARAGE / STORAGE SHED ADDITION PLAN (945 sq. ft.)
 $\frac{1}{8}'' = 1'-0''$ (SHOWING CONCRETE SLAB, SILL PLATES, ELECTRICAL WORK AND MISC. DETAILS)



3/4" CHIP-BOARD & ROOFING

METAL ROOF EDGE

1x6 ROUGH SAWED CEDAR

GUTTER & DOWNSPOUTS

2x6 RAFTERS @ 16" o/c

2x6

2x4 CAP PLATES

2x4 STUDS @ 16" o/c

1/2" CHIP-BOARD & 5/8" PANELING (MATCH EXIST.)

DETAIL 3

1 1/2" = 1'-0"

SEE DETAIL 3 ABOVE

2x6

2x4 STUDS @ 16" o/c

5"

2x4 SILL PLATE

1/2" CHIP-BD & 5/8" SHEATHING

5"

11'-13/8"

PROVIDE BLOCKING IF/AS REQ'D TO ALIGN NEW ROOF EDGE AND EXIST. ROOF EDGE

3/4" CHIP-BOARD & ROOFING

2x4

JOIST HANGER

8" TRUSS TOP CHORD EXTENSION

SHED

THICKEN SLAB TO 10" AT 2x6 WALL
6x6-10/10 W.W. MESH

SEE DETAIL 2 ABOVE

METAL JOIST HANGER - USE 2x6 CLEATS UNDER RAFTERS AT STD. WALL

DETAIL 2

1 1/2" = 1'-0"

2x6 CAP PLATE

3- 2x10x12'-0" BEAM (FOR 11'-6" OPENING) WITH 2- 1/2" CHIP-BOARD FILLERS

1/2" CHIP-BOARD INTERIOR FINISH (ONE SIDE OF 2x6 WALL)

5 1/2"

8" TRUSS EXT. 24'-0" TRUSS SPAN

METAL JOIST HANGER - USE 2x6 CLEATS UNDER RAFTERS AT STD. WALL

DETAIL 2

1 1/2" = 1'-0"

TRIPLE 2x10 WITH 2x6 CAP PLATE

2x4 TOP CHORDS (TRUSSES @ 24" o/c) SEE PAGE 7

TRIPLE 2x10 WITH 2x6 CAP PLATE

2x4

2x6 RAFTERS @ 16" o/c

5 1/2"

11"

7'-8" WALL OPENING

8'-7" TRUSS BEARING ELEV.

12'-0"

12'-0"

5" CONCRETE SLAB

6" BASE COURSE (3/4" CRUSHED ROCK)

3'-0"

7'-8" GARAGE DOOR OPENING

5"

24'-0"

NOTE: TRUSS DESIGN BY TRUSS FABRICATOR IN ACCORDANCE WITH STATE OF WISCONSIN CODES & REQUIREMENTS.

5" CONCRETE SLAB

6" BASE COURSE (3/4" CRUSHED ROCK)

3'-0"

7'-8" GARAGE DOOR OPENING

5"

24'-0"

3/4" CHIP-BOARD & 20 YR. SHINGLES TO MATCH EXIST.

2x4 TRUSS

2x4

2x4

2x4

2x4 CAP PLATE

2- 2x10 HEADER WITH 1/2" CHIP-BOARD FILLER

3 1/2"

24'-0" TRUSS SPAN

5" TRUSS EXT.

8'-7" TO CONC. SLAB

2x4

2x6

1x6 ROUGH SAWED CEDAR

1/2" CHIP-BOARD & 5/8" PANELING (MATCH EXIST.)

3/4" PINE HEAD (AND JAMB) TRIM

3 1/2"

6'-4" TRUSS HT.

2x4 BOTTOM CHORD

DOUBLE 2x10 WITH 2x4 CAP PLATE

3 1/2"

5" TRUSS TOP CHORD EXTENSION

12'-0"

12'-0"

7'-8" GARAGE DOOR OPENING

5"

24'-0"

5 1/2" TYP. SLAB EDGE

5"

24'-0"

DETAIL 1

1 1/2" = 1'-0"

APPROX. 2" TO 3" EXIST. GARAGE ROOF LINE & FASCIA

TOP NEW ROOFING

2x4

2x6

3 1/2"

5" TRUSS TOP CHORD EXTENSION

12'-0"

12'-0"

7'-8" GARAGE DOOR OPENING

5"

24'-0"

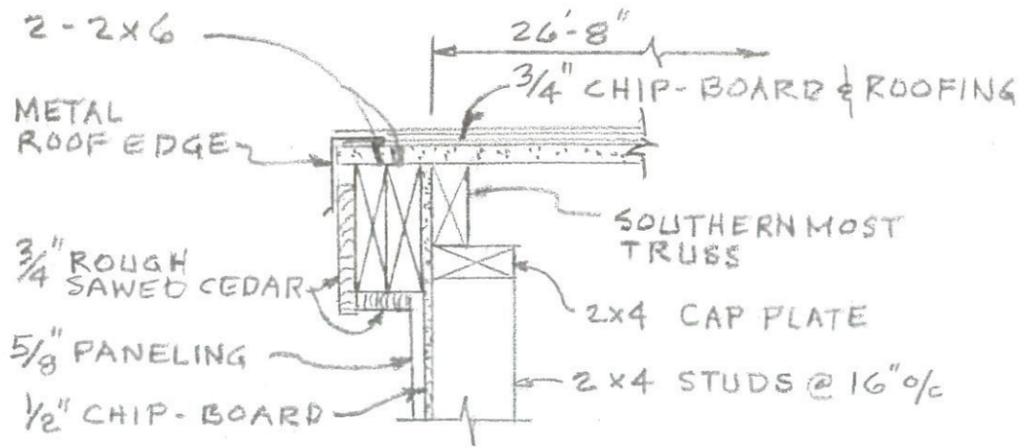
5 1/2" TYP. SLAB EDGE

5"

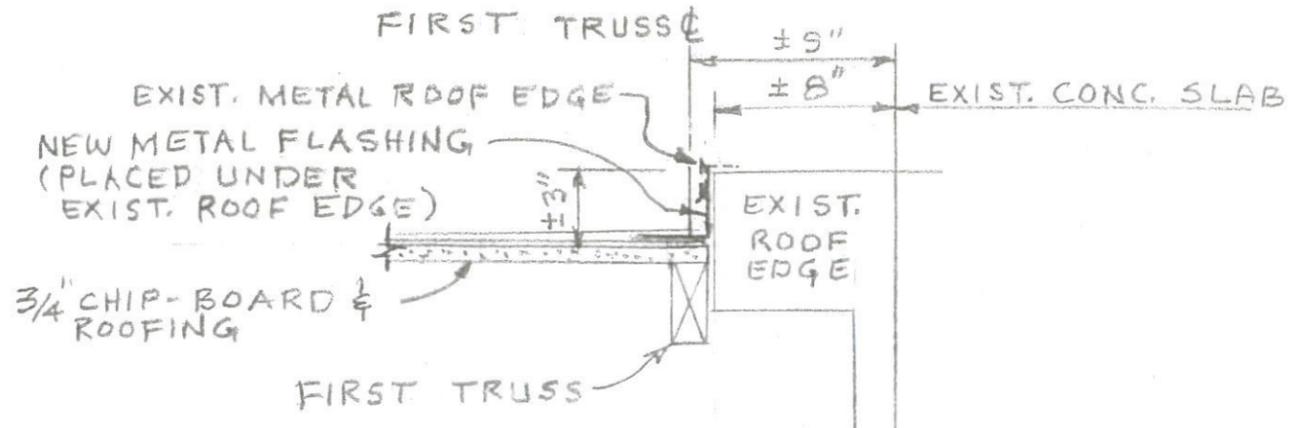
24'-0"

SECTION THRU GARAGE & STORAGE SHED ADDITION

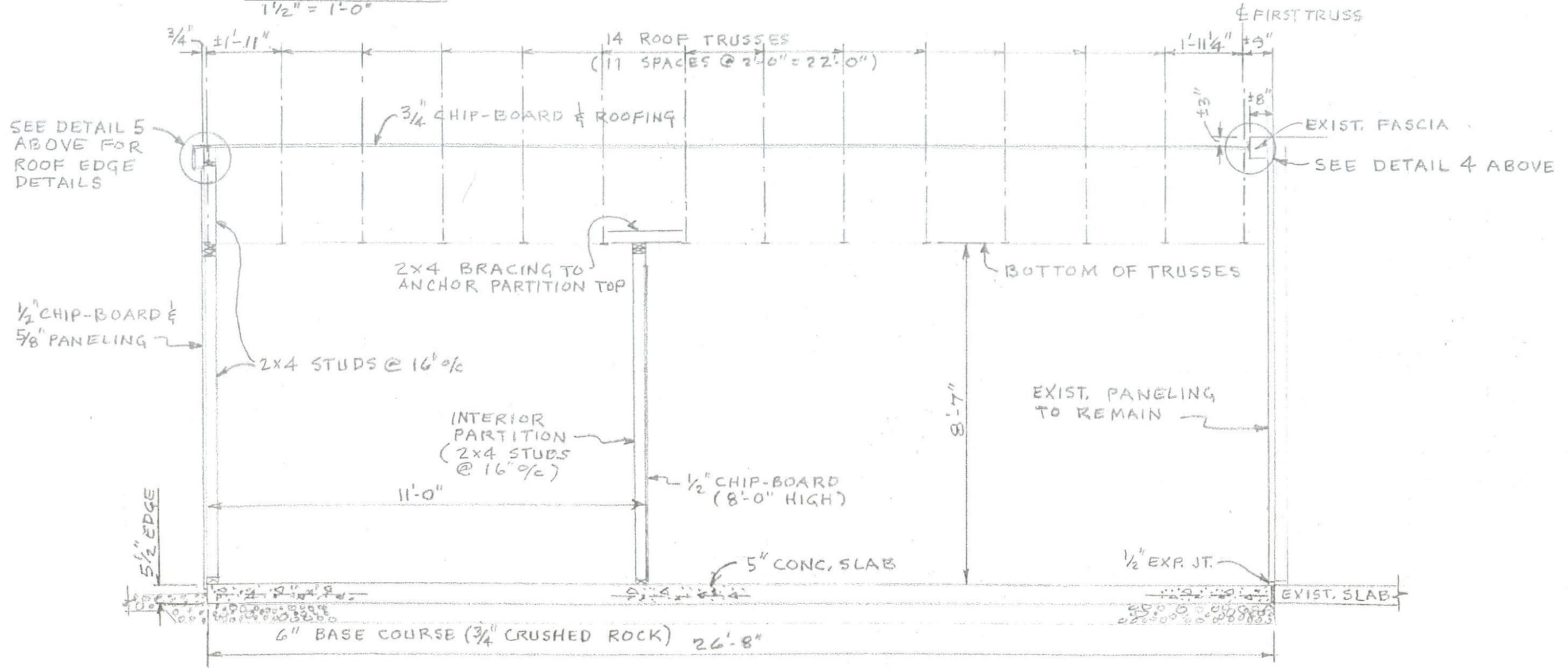
3/8" = 1'-0"



DETAIL 5
1/2" = 1'-0"



DETAIL 4
1/2" = 1'-0"



NORTH-SOUTH SECTION THRU GARAGE ADDITION

3/8" = 1'-0"

Jeffrey S. Brandt

From: Rohan, Thomas V. [TRohan@dkattorneys.com]
Sent: Tuesday, August 12, 2008 10:38 AM
To: Jeffrey S. Brandt
Subject: Athletica

Jeff,

I have now had an opportunity to review the offer to purchase from Athletica. It is pretty straightforward. I note, however, that the final contingency to be fulfilled is the termination of the covenant that gives rights to the association members and homeowners of the Lake Park Villas development must be terminated and released. The receiver's cover letter says this contingency has been waived. I do not know if it has been released, will be released, or if the buyer has elected not to worry about it.

In any case, as we discussed, the offer provides for no payment to the city on its mortgage. The upside to the sale going through would appear to having an entity operating the facility that will pay taxes and the potential attraction to purchasers of property in the development of having a fitness facility close by. Loss of the association's use covenant, if it occurs, however, is going to affect who can join and how much they must pay.

Unless I hear to the contrary from you, I will assume the city does not want to oppose the proposed sale. I expect the court to approve it given the amount of time the property has been on the market and the lack of serious interest in it to date.



Thomas V. Rohan
Attorney

DIRECT DIAL: 920-431-2243
DIRECT FAX: 920-431-2283

315 South Washington Street
Suite 300
Green Bay, WI 54301
trohan@dkattorneys.com
www.dkattorneys.com

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In order to comply with Treasury Circular 230, we are required to inform you that unless we have specifically stated otherwise in writing, any advice we provide in this communication or any attachment concerning federal tax issues is not intended or written to be used, and cannot be used, to avoid federal tax penalties, or to promote, market, or recommend to another person any tax advice addressed herein.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between Michael S. Polsky, Receiver for Wisco Enterprises, LLP and Athletica Fitness LLC (hereinafter, "Seller") and Athletica Acquisition, LLC, a Wisconsin limited liability company (hereinafter, "Purchaser").

1. **AGREEMENT TO PURCHASE.** In consideration of the Earnest Money (as hereinafter defined), the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property, personal property as described below and improvements (collectively, the "Property") described as: the Fitness Center 730 Lake Park Road, Menasha, Wisconsin and the Club House, 720 Lake Park Road, Menasha, Wisconsin. For the purpose of this Agreement the current contents of the fitness center located at 730 Lake Park Road, Menasha, Wisconsin and the club house located at 720 Lake Park Road, Menasha, Wisconsin, as observed by the Purchaser in his inspection of the Property on April 25, 2008 shall be the personal property which is part and parcel of the "Property". The land which is a portion of the Property shall be as more fully described in Exhibit "A" attached hereto and made a part hereof.
2. **PURCHASE PRICE.** This Agreement is not contingent upon Purchaser's acquisition of or ability to obtain financing. The purchase price for the Property is \$875,000.00 (hereinafter, "Purchase Price"), payable as follows:
 - (a) Earnest money the amount of \$10,000, by certified or cashier's check shall be submitted to Seller within four (4) business days of the Seller's signing and delivery of this Agreement (hereinafter, "Earnest Money").
 - (b) The balance of the Purchase Price, \$865,000, shall be paid by Purchaser to Seller in cash or immediately available funds at Closing (as hereinafter defined), subject to the credits, adjustments and prorations hereinafter provided.
 - (c) The parties hereto agree to the allocation of the Purchase Price as follows: \$620,000 shall be allocated to the real property and \$255,000 to the personal property which compose the Property.
3. **EFFECTIVE DATE.** The effective date of this Agreement is July 16, 2008 (the "Effective Date"). This Agreement shall be null and void if not executed and delivered by the Purchaser and the Seller on or before July 21, 2008.
4. **CLOSING.** Closing of this transaction ("Closing") shall take place at Seller's offices no later than October 15, 2008 as may be reasonably agreed upon between Purchaser and Seller (the "Closing Date" or "Date of Closing"). At Closing, Seller shall deliver to Purchaser a Quit Claim Deed for the real property portion of the Property (the "Deed") and a Bill of Sale warranting full title to the Purchaser subject to no liens or encumbrances related to the personal property as contained in and on the Property as described in Section 1 above (the "Bill of Sale"). The Bill of Sale shall only represent the title of the personal property and not its condition. It may specify that the condition of the personal property is "as is" "where is".
5. **REAL ESTATE TAXES.** Seller shall pay all general real estate taxes, assessments and impositions relating to the Property for all years prior to the year of closing. Purchaser is responsible for all real estate taxes, assessments and impositions relating to the Property and attributable from the Closing Date and thereafter. Real estate taxes for the year of closing shall be prorated as of the Closing Date.
6. **CLOSING COSTS.** At Closing, Seller shall pay to the Broker (hereinafter defined), an amount mutually agreeable to Seller and Broker. The Purchaser shall have no obligation to the Broker whatsoever and the Seller shall fully indemnify the Purchaser of same. Seller shall pay all escrow fees relating to the Closing, if any, all documentary or transfer stamp taxes, including local or municipal transfer taxes and the recording fee required to be paid in connection with recording the Deed. Seller shall pay for the Title Commitment (hereinafter defined) that the Seller is to provide in accordance with Paragraph 10 below. Except

as otherwise specified or expressly provided herein, all other expenses incurred by Seller or Purchaser with respect to the consummation of the transaction contemplated by this Agreement are to be borne and paid exclusively by the party incurring same. Notwithstanding anything contained herein to the contrary, Seller shall not pay any tax, which, by law, is imposed upon the Purchaser to pay.

7. **AUTHORITY.** Subject to the Approval Order, Seller has full and complete authority to enter into this Agreement and to have a Deed and Bill of Sale issued to Purchaser on the Closing Date.

8. **DISCLAIMER OF WARRANTIES: "AS IS" CONVEYANCE:** Except for Seller's representation in Paragraph 7 hereof as to his authority to enter into this Agreement and the terms of the Bill of Sale:

- (a) PURCHASER WARRANTS, ACKNOWLEDGES AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" AND "WHERE IS" CONDITION "WITH ALL FAULTS" AND ALL PHYSICAL LATENT OR PATENT DEFECTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE SELLER. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED AND IS NOT RELYING UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS OR SKETCHES, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF THE SELLER.
- (b) PURCHASER HEREBY ACKNOWLEDGES THAT IT SHALL NOT BE ENTITLED TO, AND SHALL NOT RELY ON THE SELLER OR ITS AGENTS AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, APPURTENANCES, ACCESS, LANDSCAPING, PARKING FACILITIES OR THE SEWAGE AND UTILITY SYSTEMS, FACILITIES AT THE PROPERTY, IF ANY; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS OR GROUND WATER AT THE PROPERTY; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY OR AVAILABLE AT ITS BOUNDARIES; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, ITS HABITABILITY, MERCHANTABILITY OF FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE DIMENSIONS, CONFIGURATION AND AREA OF THE PROPERTY; (VI) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, CONDEMNATION OR THREAT OF CONDEMNATION; (VII) THE PROPERTY'S OR ITS OPERATIONS' COMPLIANCE WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS OR RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY; (VIII) THE PROPERTY'S OR ITS OPERATIONS' COMPLIANCE WITH ANY APPLICABLE LABOR LAWS OR BUILDING CODES CONCERNING LABOR AND MATERIAL USED OR INCORPORATED INTO THE PROPERTY OR ANY OTHER LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY; OR (IX) THE CONDITION OF TITLE TO THE PROPERTY OR THE NATURE, STATUS AND EXTENT OF ANY RIGHT OF WAY, LEASE, RIGHT OF REDEMPTION, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, COVENANT, CONDITION, RESTRICTION OR ANY OTHER MATTER AFFECTING TITLE TO THE PROPERTY EXCEPT AS MAY BE SET FORTH IN THE DEED.
- (c) PURCHASER ACKNOWLEDGES TO, AND AGREES WITH, SELLER THAT WITH RESPECT TO THE PROPERTY, SELLER HAS NOT, DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

- (d) PURCHASER ACKNOWLEDGES THAT SELLER HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO EXISTENCE OR NON-EXISTENCE AT ANY TIME OF HAZARDOUS WASTE OR SUBSTANCES IN THE PROPERTY OR ON, AT OR UNDER THE SURFACE OF THE PROPERTY OR WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.
- (e) PURCHASER ACKNOWLEDGES THAT IT IS PURCHASER'S RESPONSIBILITY TO UNDERTAKE, AND INDEED PURCHASER HAS UNDERTAKEN, SUCH DUE DILIGENCE AND HAS MADE SUCH LEGAL, FACTUAL AND OTHER INQUIRIES AND INVESTIGATIONS AS PURCHASER DEEMS NECESSARY, DESIRABLE OR APPROPRIATE WITH RESPECT TO ACQUIRING THE PROPERTY. SUCH INQUIRIES AND INVESTIGATIONS MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, THE PHYSICAL COMPONENTS OF ALL PORTIONS OF THE PROPERTY, THE CONDITION OF THE PROPERTY (INCLUDING THE EXISTENCE OF ANY HAZARDOUS OR TOXIC WASTES OR OTHER CONTAMINANTS), THE EXISTENCE OF ANY DELETERIOUS ORGANISMS ON THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION WOULD SHOW, PRESENT AND FUTURE ZONING ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY.
- (f) SELLER AND ANY REAL ESTATE BROKERS IN THIS TRANSACTION HAVE NO EXPERTISE WITH RESPECT TO ENVIRONMENTAL MATTERS. SELLER AND REAL ESTATE BROKERS IN THIS TRANSACTION HAVE NOT MADE, NOR WILL THEY MAKE, ANY REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, REGARDING THE EXISTENCE OR NON-EXISTENCE OF ANY ENVIRONMENTAL CONCERNS IN OR ON THE PROPERTY. PROBLEMS INVOLVING ENVIRONMENTAL CONCERNS CAN BE EXTREMELY COSTLY TO CORRECT. IT IS THE RESPONSIBILITY OF PURCHASER TO RETAIN QUALIFIED EXPERTS TO DEAL WITH THE DETECTION AND CORRECTION OF SUCH MATTERS. NEITHER THE REAL ESTATE BROKERS NOR SELLER MAKES ANY REPRESENTATION OR WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPREHENSIVENESS OF ANY INFORMATION PROVIDED OR INCIDENTAL TO THE BIDDING PROCESS RELATIVE TO ENVIRONMENTAL MATTERS.
- (g) WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING SUBPARAGRAPHS 7(a) THROUGH (f), PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT PURCHASER HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST SELLER ARISING OUT OF OR INCIDENTAL TO THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, AS WELL AS PURCHASER'S ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PROPERTY, THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY, THE REAL ESTATE TAXES OR ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON, THE COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS OR REQUIREMENTS, AND ANY OTHER STATE OF FACTS WHICH EXISTS WITH RESPECT TO THE PROPERTY.

9. **PROPERTY INSPECTION.** If Purchaser desires to inspect or examine the Property after the Effective Date hereof, Purchaser may do so until 30 days following the date of execution and delivery of this Agreement by Seller (the "Due Diligence Waiver Date"), at Purchaser's sole expense and risk. Inspections will be at Seller's reasonable discretion and must be scheduled in advance with Seller. It is specifically understood that Purchaser will not have access at any time to said Property except at the convenience of Seller and in the company of a representative of Seller prior to Closing. Prior to Purchaser having any access

to the Property, Purchaser shall deliver to Seller evidence of comprehensive general liability insurance insuring all activity and conduct of Purchaser and all of Purchaser's agents and contractors entering the Property and naming Seller as an additional insured with limits of at least \$2,000,000.00. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any loss, cost, claim, damage or expense incurred, directly or indirectly, by Seller as a result of Purchaser's inspection, examination or survey of the Property, either prior to, on, or after the Effective Date hereof. This provision shall survive Closing or any termination of this Agreement. Following the expiration of this 30 day period, or waiver of same, the Purchaser shall have the right to enter the facility for cleaning purposes with it being expressly understood that no items of the Seller may be removed from the Property prior to Closing.

Purchaser may conduct a due diligence investigation of the Property as reasonably required by Purchaser. Purchaser's investigation may include the environmental and/or physical condition of the Property. Purchaser shall pay all of its own due diligence expenses, including but not limited to expenses relating to environmental investigation and physical condition of the Property. This Purchase Agreement may be terminated by Purchaser if Purchaser reasonably determines that the Property is unacceptable after investigation of the Property. If Purchaser terminates the Purchase Agreement under this Section, Seller shall arrange for return of the Earnest Money to Purchaser. If Purchaser has not terminated this Agreement by the Due Diligence Waiver Date, Seller shall retain Purchaser's Earnest Money to be applied to the purchase price at the Closing, or if Purchaser defaults, to be kept by Seller, at its option, as liquidated damages.

10. **TITLE.** Seller shall furnish to Purchaser a Commitment to Issue a Title Insurance Policy (the "Title Commitment") in the amount of the Purchase Price by a title insurance company selected by Seller (the "Title Insurer") committing to insure a marketable fee simple title subject to the following: (1) all standard exclusions and printed exceptions set forth in the Owner's Policy, including all matters which would be disclosed by an accurate survey of the Property; (2) liens for taxes not yet due and payable; (3) easements for public utilities affecting the Property; and (4) zoning, governmental restrictions and any other restrictive covenants, conditions, easements and rights affecting the Property (collectively, the "Permitted Exceptions").

Purchaser shall have ten (10) days from the receipt of such commitment to examine the commitment and notify Seller in writing of any defects in the condition of the title other than the Permitted Exceptions. In the absence of such notice by Purchaser, then Purchaser will be conclusively deemed to have accepted title as set forth in the commitment.

Seller shall have the option, but not the obligation, at Seller's cost and expense, to cure or remove any non-Permitted Exception (Seller may cure either by direct action or payment or by providing title insurance coverage against the non-Permitted Exception) or to pay the Purchaser at Closing (by credit toward the Purchase Price) an amount of money sufficient to fully discharge the non-Permitted Exception. Seller may extend the Closing Date by up to thirty (30) days in order to remove or cure the non-Permitted Exception of a definite dollar amount. If Seller elects not to cure or is unable to cure the non-Permitted Exception, Seller shall so notify Purchaser prior to the Closing Date (or any extension thereof), and Purchaser's remedy shall be either (i) to terminate this Agreement by giving Seller written notice thereof, in which event the Earnest Money shall be returned to Purchaser, and neither party thereafter shall have any further rights, duties or obligations hereunder; or (ii) to elect to purchase the Property subject to the non-Permitted Exception not so removed or cured, in which event any non-Permitted Exception not removed or cured shall be deemed to be a Permitted Exception, and the Purchase Price shall not be reduced by any amount.

11. **REAL ESTATE FEES.** Purchaser warrants and represents that Purchaser has not contacted or communicated with any real estate agent or broker about the possible purchase of the Property other than Atlas Partners, LLC and any of its sub-brokers including but not limited to CB Richard Ellis (collectively the "Broker"), and that to the best of Purchaser's knowledge there are no brokerage fees, commissions or sums due to any other broker, or real estate agent. Purchaser shall indemnify, defend and save Seller harmless against the claims of any real estate agent or broker not specifically set forth hereinabove who has contacted or communicated with Purchaser, including any attorney's fees incurred by Seller as a result of such claim. This provision shall survive Closing or any termination of this Agreement.

12. **DEFAULT.** If Purchaser fails to comply with the terms and conditions hereof, Seller may, at its option, terminate this Agreement, in which event the Earnest Money may, at Seller's option, be forfeited to Seller as its liquidated damages.

13. **CASUALTY.** Seller shall maintain public liability and property insurance on the Property until the Closing.

14. **CONDEMNATION.** In the event any portion of the Property is condemned or is the subject of a condemnation proceeding by any governmental authority under power of eminent domain, Purchaser shall proceed to purchase the remaining portion of the Property with no adjustment to the Purchase Price, in which event Seller shall assign to Purchaser all of Seller's right, title and interest in and to any condemnation awards, if pending, or if already paid and delivered to Seller, give Purchaser a credit against the Purchase Price in the amount of the award.

15. **NOTICES.** All notices under this Agreement shall be in writing and shall be deemed delivered (a) when personally delivered, (b) three (3) business days after it is mailed postage prepaid, certified or registered mail, return receipt requested, (c) the next business day after it is given to an overnight courier service to the addresses set forth next to the signature of each party below, or (d) when telecopied to the facsimile number next to the signature of each party below upon written confirmation of receipt. Notices shall be delivered to the following addresses:

TO SELLER: Michael S. Polsky, as Receiver for
Wisco Enterprises, LLP and Wisco Fitness LLC
Beck, Chaet, Bamberger & Polsky, S.C.
Two Plaza East, Suite 1085
330 East Kilbourn Avenue
Milwaukee, WI 53202

TO PURCHASER: Joseph F. Franzoi IV
514 Racine Street
Menasha, WI 54952
Facsimile: 414-725-0998

16. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement.

17. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller, nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

18. **ENTIRE AGREEMENT; AMENDMENT; COUNTERPARTS.** This written Agreement signed by Purchaser and Seller along with attachments hereto and made a part hereof constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. This Agreement may not be amended, altered, modified or discharged except by an instrument in writing signed by the Purchaser and Seller. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully-executed counterparts. Counterparts of this Agreement also may be exchanged via electronic facsimile machines, and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

19. **SEVERABILITY.** The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.

20. **ASSIGNMENT.** Purchaser may assign this Agreement or Purchaser's rights hereunder without the prior written consent of Seller, however the Purchaser shall remain primarily liable under the terms of this Agreement.
21. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and assigns.
22. **GOVERNING LAW.** This Agreement and the rights and obligations hereunder and the provisions hereof shall be governed by and be construed in accordance with the laws of the State of Wisconsin.
23. **FURTHER ASSURANCES.** Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein at any time and from time to time after execution of this Agreement whether before or after the Closing, as such other party may reasonably request in order to effectuate the provisions of this Agreement or the transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to this transaction, provided that neither party shall be required to incur any material expense in connection therewith.
24. **ATTORNEY'S FEES.** In the event either party is required to take legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for their attorneys' fees and expenses incurred in any such action.
25. **ACCEPTANCE OF DEED.** The acceptance of the Deed by the Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Agreement.
26. **COURT APPROVAL.** The closing of this transaction is contingent upon court approval of this transaction by the Calumet County Circuit Court (the "Court") in Case No. 06-CV-302/303, and the issuance of an Order approving the sale of the Property free and clear of all liens and encumbrances (the "Approval Order") which approval Seller shall promptly seek upon waiver or satisfaction of all contingencies by Purchaser. If Seller obtains an offer to purchase the Property for a price higher than contained in this Agreement (a "New Offer") prior to the Court's approval of this Agreement and issuance of the Approval Order, Seller shall advise Purchaser that this Agreement is revoked and Purchaser will have the opportunity to exceed the price in the New Offer. Seller has the duty to present to the Court for approval the highest offer it has received for the Property. In the event the Court refuses to approve the sale of the Property to Purchaser on the terms of this Agreement or approves the sale of the Property at a higher price to a different person or entity and said New Offer closes, this Agreement is null and void and the Earnest Money shall be returned to Purchaser within five (5) business days.
27. **JURISDICTION.** The Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise from or be connected with this Agreement and any breach of default hereunder of the transactions contemplated hereby. Any and all claims, actions, causes of actions, suits and proceedings relating to this Agreement shall be filed and maintained only in the Court and the parties hereby consent to and submit to the jurisdiction of the Court. The Approval Order shall provide that the sale of the property is free and clear of all liens and encumbrances and real estate property taxes which are not yet due and payable, with any liens and encumbrances to attach to the proceeds of the sale.
28. **PURCHASER'S CONTINGENCIES TO CLOSING.** Notwithstanding anything to the contrary herein and in addition to the rights of the Purchaser as described in Sections 9, 10 and 26 herein, the Purchaser's obligation to consummate the purchase transactions as herein shall be conditioned upon the satisfaction of each of the below enumerated contingencies. In the event that such contingencies are not satisfied by the Due Diligence Waiver Date, the Purchaser may provide the Seller through their counsel written notification of the lack of satisfaction of any such contingencies and this Agreement shall be null and void with the exception of the Seller's obligation to promptly return to the Purchaser the Earnest Money. The following are the contingencies of the Purchaser's obligations hereunder:

A. The Purchaser shall approve in their sole discretion the level of expenses related to that repair of the Property to full operating condition as originally intended.

B. The City of Menasha shall confirm to the Purchaser the current zoning of the Property including the parking lot (in size not condition) and that same are acceptable per City of Menasha's applicable regulations to permit an expansion of the facility per the plans of the Purchaser. The Purchaser shall receive from the City of Menasha those concessions and allowances which the Purchaser believes are necessary for the operation and expansion of the operations located on the Property.

C. We will also require that subject to the results of the inspections as described in paragraph 1 above that a City of Menasha inspection will not result in any material code violations regarding the structure or its surrounding property.

D. The Property shall have adequate ingress and egress to public rights of way.

In addition, the Purchaser's obligation to consummate the purchase transactions as set forth in this Agreement shall be conditioned upon the satisfaction of the following contingency which Seller shall obtain as part of the Approval Order:

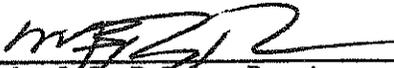
That all rights of the Association members and homeowners of "Lake Park Villas" to use the Property as disclosed in the Protective Covenants for Lake Park Villas Homeowners recorded 6/16/03 as Document No. 358573 and as disclosed in the Restated Protective Covenants for Lake Park Villas Homeowners recorded 6/1/06 as Document No. 405538 (see exception #20 on Schedule B - Part II of Chicago Title Insurance Company commitment No. 00006661) shall be fully terminated and released.

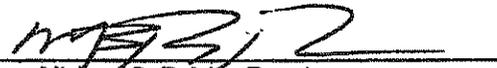
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as their own free act and deed.

SELLER:

ATHLETICA FITNESS LLC

WISCO ENTERPRISES, LLP

By: 
Michael S. Polsky, Receiver

By: 
Michael S. Polsky, Receiver

PURCHASER: Athletica Acquisition, LLC


Joseph F. Franzoi IV, Member

EXHIBIT "A"

LEGAL DESCRIPTION

Lots Five (5) and Six (6), Lake Park Villas, City of Menasha, Calumet County, Wisconsin



MEMORANDUM

To: Administration Committee/Common Council
From: Greg Keil, CDD *GK*
Date: August 14, 2008
RE: Gilbert Site Planning Grant Award

The City of Menasha received a notice of award of planning grant funds in the amount of \$20,000 from the Department of Commerce on July 29, 2008. This amount is \$5,000 less than the amount requested from Commerce.

The grant funds were to match the \$25,000 the city has committed to the plan for a total of \$50,000. The scope of work contained in the contract with Vierbicher Associates, Inc., the consulting firm the city has contracted with to prepare the plan, contemplated the full \$50,000. The scope of work has already been scaled back from that identified in the original Request for Proposal to come in line with the \$50,000 budget. Further reducing the scope of work will have a substantial adverse impact on plan deliverables. Accordingly, I am proposing to change the budget as follows to make up the \$5,000 shortfall:

- Increase Developer Contribution from \$5,000 to \$7,500
- Apply \$2,500 from budgeted Community Development Outside Services funds (Acct. # 56-202-212)

The developer has agreed to the cost split. Pending Common Council approval of these changes, Vierbicher and Associates, Inc. is prepared to begin work on the plan immediately.



MEMORANDUM

To: Mayor and Common Council

From: PRD Tungate and Parks and Recreation Board

Date: August 12, 2008

RE: Board Recommendation for Jazzfest Fee Reduction for 2008

Per the attached Common Council approved policy regarding event sponsorship, the Parks and Recreation Board recommends that Jazzfest be granted a small fee reduction.

The amount of the reduction request is \$45.00. Jazzfest will still be responsible to pay \$593.00 in various park fees and charges.

City of Menasha
Event Sponsorship and Fee Waiver Policy
Effective January 1, 2007

Per Common Council action taken on September 19, 2005, the City of Menasha will no longer be an official sponsor or co-sponsor to any event brought forth by an outside organization.

As a consideration to this policy, the Parks and Recreation Board and Common Council will consider a waiver of certain fees from requests made by bona-fide non-profit organizations. The applicant is responsible for any insurance required by City ordinance. Neither the Parks and Recreation Board nor the Common Council shall have the authority to waive any insurance requirements. No application shall be considered unless the proper insurance certificate has been filed with the City.

Conditions for Waiving a Fee:

1. One request per organization per calendar year
2. Requests must be made in a timely manner so that both the Parks and Recreation Board and Common Council can act on the request before the event occurs
3. An activity, program or event must be open to the public and demonstrate a significant benefit to the Menasha community
4. 50% of one fee may be waived from the following categories:
 - A. Equipment Rental Fees
Including, but not limited to, the city stage, picnic tables, bleachers, park benches, trash containers, bike racks, etc. (maximum 3 items).
 - B. Facility Rental Fees
Including, but not limited to: park shelters, picnic areas, ball diamonds, soccer fields, tennis courts, swimming pool, Racine Street welcome sign installation fee, etc. (maximum 2 items).Note: Park User Fees and Beer Permit fees shall not be waived.

Questions about this policy should be made to Brian Tungate, Director of Parks and Recreation.

This policy was revised by the Common Council on October 16, 2006.

SUNGARD® PUBLIC SECTOR

SunGard Public Sector Inc. Application Service Provider Agreement

Effective Date (copy from signature page): _____

CUSTOMER NAME AND ADDRESS:

City of Menasha
430 1st Street
Menasha, WI 54952-3199

(Customer named above is hereinafter referred to as "Customer")

This Application Service Provider Agreement (the "Agreement"), is made and entered into by and between SunGard Public Sector Inc. ("SunGard Public Sector") and Customer on the day and year written following the execution hereof by SunGard Public Sector.

SunGard Public Sector and Customer agree that all services to be provided by SunGard Public Sector to Customer hereunder shall be furnished only under the terms and conditions of this Agreement and any "Schedule A - Order Form". The terms of this Agreement and any "Schedule A - Order Form" shall control notwithstanding any contrary provision of any purchase order used by Customer to effect the furnishing of any software or services by SunGard Public Sector to Customer.

1. **Definition of Terms.** As used herein:

- 1.1. "Application(s)" means the software system(s) to which Customer has requested access and paid therefor, listed on Schedule A - Order Form, including, but not limited to, all computer programs and related documentation, and any modifications thereto.
- 1.2. "Conversion" means the process by which Customer data is transformed to a usable SunGard Public Sector operational format. Conversion is an optional, not mandatory, service offered by SunGard Public Sector.
- 1.3. "Effective Date" means the date on which SunGard Public Sector executes this Agreement.
- 1.4. "Host Computer Systems" means SunGard Public Sector's hardware and software, located on SunGard Public Sector's premises, which is maintained and supported by SunGard Public Sector and utilized to provide the Access services hereunder.
- 1.5. "Implementation" means the processes by which Customer prepares Customer's operating procedures and personnel for transition to the Applications. Customer is primarily responsible for the preparation of its personnel and procedures, assisted by SunGard Public Sector as provided for herein. Implementation is a part of Start-Up Assistance.
- 1.6. "Schedule A - Order Form" means an attachment to this Agreement, which is a supplement to this Agreement for all purposes. Unless otherwise stated in any Schedule A - Order Form, all terms and conditions stated in this Agreement shall remain in effect.
- 1.7. "Standards Sheet" means an attachment to Schedule A - Order Form, which provides the most current information supplemental to this Agreement, such as hours of operation and support and Customer hardware requirements.
- 1.8. "Start-Up Assistance" means the combination of Implementation and Training services.
- 1.9. "Training" means the classes held by SunGard Public Sector to instruct Customer in the use of the Applications. Training is a part of Start-Up Assistance.

2. **Access Services and Start-Up Assistance.** SunGard Public Sector agrees to provide access to the Applications (hereafter referred to as "Access") requested by Customer on Schedule A - Order Form (or any supplemental or replacement Schedule A) for the number of terminals indicated so long as Customer is current in its payment obligations hereunder. Customer agrees to pay the fees for Access ("Access Fees") as provided on Schedule A - Order Form. Customer agrees that Customer's Access to the Applications shall be for Customer's sole use and not for any third party.

- 2.1. **Hours of Operation.** SunGard Public Sector shall publish its hours of operation on the Standards Sheet and shall keep Customer apprised of any changes thereto.
- 2.2. **Improvements and Changes.** SunGard Public Sector will install upgrades, new software releases and enhancements, error corrections, upgrades to third party operating system software, and upgrades to hardware, as necessary, for the Host Computer Systems.
- 2.3. **Start-Up Assistance.** SunGard Public Sector will provide Start-Up Assistance to Customer and Customer agrees to pay to SunGard Public Sector the Start-Up Fees as provided on Schedule A - Order Form. SunGard Public Sector's most current information with regard to Start-Up Assistance is published on SunGard Public Sector's Standards Sheet. Customer agrees to reimburse SunGard Public Sector for actual, reasonable travel and living expenses incurred by or on behalf of SunGard Public Sector and its personnel in furnishing the Start-Up Assistance. Any such travel and living expenses shall be billed by SunGard Public Sector to Customer on a monthly basis and governed by the SunGard Public Sector Travel Policy.
- 2.4. **Optional Conversion Services.** At Customer's option, SunGard Public Sector will provide Conversion services. If Customer elects Conversion services, Customer shall provide data to SunGard Public Sector in a compatible format acceptable to SunGard Public Sector, and on media specified by SunGard Public Sector.

3. **Term of Agreement.** This Agreement is effective on the Effective Date. The initial term of this Agreement ("Initial Term") shall begin on the Effective Date and shall continue for the period stated on the Schedule A - Order Form, executed on even date herewith, beginning after the date the initial Monthly Access Fee is due. At the end of the Initial Term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

4. **Charges for Services.**

- 4.1. Customer agrees to pay SunGard Public Sector Access and Start-Up Fees in accordance with Schedule A - Order Form. No more frequently than once per year, SunGard Public Sector shall have the right to adjust the Monthly Access Fees. For the Term of this Agreement only, any increase in monthly Access fees shall be limited to no more than 3% compared to the preceding year's fees. SunGard Public Sector may adjust other fees at any time. Travel and living expenses actually incurred in prior months for which SunGard Public Sector is seeking reimbursement shall be invoiced monthly.

4.2. Amounts payable to SunGard Public Sector hereunder are payable in full without deduction, or set off, and are net of all sales, use or other taxes or duties. Customer shall duly and timely pay all taxes and duties, however designated, levied or based upon amounts payable to SunGard Public Sector hereunder (exclusive of United States Federal, state or local taxes based upon the net income of SunGard Public Sector). Customer agrees to indemnify and hold SunGard Public Sector harmless from any such taxes or duties which any federal, state or local taxing authority requires SunGard Public Sector to pay on Customer's behalf. It shall be Customer's obligation after payment by Customer to challenge the applicability of any tax if it so desires.

4.3. Customer shall pay for any data communications telephone services. If Customer requires special telephone line configurations due to unique equipment or data requirements, SunGard Public Sector reserves the right to charge for analysis and design of such special configurations.

4.4. SunGard Public Sector may, after having provided Customer with ten (10) days advance written notice, deny Access to Customer until all required payments due to SunGard Public Sector are received. The provisions of this Subsection 4.4 shall not operate as a waiver of any other remedies SunGard Public Sector may have.

5. **SunGard Public Sector's Obligations.** To assist Customer in accessing and using the Applications hereunder, SunGard Public Sector will:

5.1. provide all equipment, software, including changes, updates, and modifications thereto, and services necessary for operation and maintenance of SunGard Public Sector's Host Computer Systems;

5.2. provide efficient communication accessibility to the Host Computer Systems;

5.3. provide information regarding data back-up procedures, security, and other functions as reasonably requested by Customer;

5.4. operate and maintain the Applications and allow Customer access and use thereof. If third party software is included in or with the Applications, SunGard Public Sector will identify separate access or use restrictions or additional payment obligations associated therewith in Schedule A;

5.5. provide Start-Up Assistance described in Schedule A pursuant to Section 2 hereof;

5.6. offer Conversion services;

5.7. provide Application support and system support; and

5.8. publish system availability and support hours as well as host targeted response time.

6. **Customer's Obligations.** In order to enable SunGard Public Sector to perform its obligations hereunder, and as a condition precedent to SunGard Public Sector's obligations to perform hereunder, Customer shall:

6.1. within ten (10) days following the execution of this Agreement, designate a primary and a secondary contact, including telephone numbers and e-mail addresses;

6.2. exercise all due diligence in the performance of its obligations hereunder in connection with the Start-Up activities and subsequent access to and use of the Applications;

6.3. develop and implement proper audit controls, balancing procedures, operation methods and sufficient procedures to satisfy its requirements for data security, accuracy of input, and verification of output, including security access control for Customer's users of the Applications; and

6.4. adhere to hardware and communications requirements as published in the Standards Sheet;

6.5. in the course of Customer's daily operations, input data, perform balancing activities, generate reports, maintain data integrity, and be responsible for ensuring the input data is accurate and meets the standard specifications provided by SunGard Public Sector for such data;

6.6. maintain documents of original entry, source data and other backup media sufficient for file and input data re-creation in order to mitigate against the possibility of loss of input data and Customer data maintained by SunGard Public Sector;

6.7. use standard forms as required by SunGard Public Sector; and

6.8. provide for Internet connectivity.

7. **Representations, Warranties and Limitation of Liability.**

7.1. SunGard Public Sector represents that it is the owner of all Applications used in the performance of services hereunder, or is an authorized licensee with the right to engage in the delivery of such services, and such software or licenses thereto have been lawfully acquired by SunGard Public Sector.

7.2. SunGard Public Sector warrants that the Application(s) will perform in substantial compliance with its then current documentation. SunGard Public Sector warrants that in the provision of services hereunder, SunGard Public Sector will use employees, agents or contractors who are adequately trained and who possess the requisite skills and professional knowledge to provide assistance in utilizing the Applications.

7.3. In the event an Application is found to not substantially conform to its then-current documentation, Customer shall so advise SunGard Public Sector and SunGard Public Sector shall diligently pursue resolution of the discrepancy between the Application and its documentation.

7.4. **IN NO EVENT SHALL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT.** In no event shall SunGard Public Sector be liable to Customer for other damages arising under this Agreement unless such damages result from intentional misconduct or gross negligence on the part of SunGard Public Sector's officers or employees, in which event SunGard Public Sector's aggregate liability under the Agreement will be limited to the lesser of either (a) actual damages resulting directly from such conduct, or (b) the amount of Access Fees actually paid to SunGard Public Sector by Customer hereunder during the three (3) months immediately preceding the month in which the liability accrued.

7.5. **THE PROVISIONS HEREOF ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED AND WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE. THE REMEDIES HEREIN CONTAINED ARE EXCLUSIVE AND CUSTOMER WAIVES ALL OTHER REMEDIES.**

8. **Confidentiality of Customer's Information.**

8.1. SunGard Public Sector acknowledges that Customer regards as confidential and as a proprietary asset any information or materials that come to the attention of SunGard Public Sector by reason of (a) the presence of SunGard Public Sector's agents, employees, or representatives at Customer's site, or (b) SunGard Public Sector furnishing services to Customer in connection with this Agreement (such information, materials, and records collectively being referred to as "Customer's Confidential or Proprietary Information").

8.2. SunGard Public Sector agrees to safeguard Customer's Confidential or Proprietary Information by holding it in strict confidence, disclosing it only to those employees, agents or contractors who have a need to know in order to provide Access as agreed upon. In the event that a subpoena or other legal process that in any way concerns Customer's Confidential and Proprietary Information is served upon SunGard Public Sector, then SunGard Public Sector agrees to notify Customer in the most expeditious fashion possible following receipt of such subpoena or other legal process, and SunGard Public Sector will reasonably cooperate with Customer, as requested by Customer, to contest the legal validity of such subpoena or other legal process (provided that Customer agrees to pay any expense SunGard Public Sector incurs in so doing).

8.3. SunGard Public Sector agrees to take all reasonable steps to prevent the disclosure, publication or dissemination of Customer's Confidential or Proprietary Information to any other person or entity, except where and to the extent specifically required by law.

8.4. The provisions of this Section shall survive termination of this Agreement.

9. **Security of Customer's Data; Access to SunGard Public Sector's Facility.** SunGard Public Sector will provide data security procedures which will include backup of all magnetically stored data kept or processed for Customer using the Applications, in a reasonable manner determined by SunGard Public Sector in keeping with generally accepted industry practices. Upon reasonable notice and during regular business hours, Customer may request admission to SunGard Public Sector's facility. SunGard Public Sector will not unreasonably refuse such access. Any non-SunGard Public Sector personnel who are granted access to SunGard Public Sector's facility shall comply with the physical security procedures instituted by SunGard Public Sector.

10. **Credit Toward In-house Licensing.** As used in this Paragraph 10, "In-house Licensing" means procuring through SunGard Public Sector's standard license agreement, the right for Customer to run a copy of the Applications that are owned by SunGard Public Sector for Customer's use only, on hardware owned or leased by Customer at a facility which is owned or controlled by Customer. In the event Customer desires to run the Applications owned by SunGard Public Sector in-house (and has not previously procured a license for such in-house use), SunGard Public Sector will discount Customer's in-house licensing fees for the Applications owned by SunGard Public Sector by an amount equal to one percent (1%) of the licensing fees for each month Customer uses Access services, up to a maximum discount of sixty percent (60%). In order to qualify for said credit, Customer must not be in breach hereof, must have provided termination notice pursuant to the terms of this Agreement, must enter into SunGard Public Sector's standard license agreement, and must have paid all fees required to be paid to SunGard Public Sector. Maintenance and support services for the Applications that are owned by SunGard Public Sector will be available to Customer (and are recommended by SunGard Public Sector) under the terms of SunGard Public Sector's standard maintenance agreement. In the event SunGard Public Sector terminates this Agreement pursuant to Section 15.2 hereof, SunGard Public Sector shall provide the Applications owned by SunGard Public Sector to Customer for In-house Licensing at no additional charge for license fees, provided however that Customer enters into SunGard Public Sector's standard license agreement; Customer pays any fees required to be paid to SunGard Public Sector under this Agreement; and Customer is not in breach of this Agreement.

11. **Contingency Planning** The parties' responsibilities with respect to contingency planning will be as follows:

11.1. SunGard Public Sector will develop, maintain and, as necessary in the event of a disaster, execute a disaster recovery plan (the "SunGard Public Sector Plan") for SunGard Public Sector's hardware and Applications.

11.2. SunGard Public Sector will provide to Customer such information as may be reasonably required for Customer to assure that Customer's disaster recovery plan is compatible with the SunGard Public Sector Plan

11.3. Each party will be responsible for the training of its own personnel as required in connection with all applicable contingency planning activities.

12. **Record Retention.** It is Customer's sole responsibility to ensure that its records and data meet its retention requirements. SunGard Public Sector will provide, as a standard, record retention for a period of three (3) years. If Customer requests, SunGard Public Sector will provide longer record retention to Customer at SunGard Public Sector's then-current fees for such service.

13. **Customer Insurance Responsibility.** If Customer desires to obtain insurance protection against any losses incurred due to loss of input data during transmission or delivery or from errors resulting from defects in, or malfunctions of, the mechanical or electronic equipment used by Customer, Customer may do so at Customer's expense and SunGard Public Sector agrees to cooperate with Customer in obtaining such insurance.

14. **Intellectual Property.**

14.1. All computer programs, including the Applications, related documentation, written procedures, copies of transcripts, and similar items are proprietary to and shall be considered trade secrets and confidential information of SunGard Public Sector or SunGard Public Sector's vendors. Customer agrees that it will not disclose to any third party at any time (either during or after termination of this Agreement) any trade secrets or any other secrets or confidential information learned by Customer in connection with this Agreement. All documentation shall be returned to SunGard Public Sector upon termination of this Agreement. All original input data items remain the property of Customer and will be returned pursuant to Customer's instructions, so long as Customer is not in breach of this Agreement. Customer shall retain or destroy all original input documentation and other documentation in accordance with its own procedures.

14.2. The provisions of this Section shall survive termination of this Agreement.

15. **Termination.**

15.1. Further Customer may terminate this Agreement for cause in the event that SunGard Public Sector materially or repeatedly defaults in the performance of any of its duties and obligations under this Agreement, subject to the following: (i) Customer shall provide written notice to SunGard Public Sector of its intent to terminate this Agreement, specifying in detail the cause for the default (hereinafter a "Material Default Notice"); (ii) upon receipt of a Material Default Notice, SunGard Public Sector shall promptly commence curing the specified default (or demonstrate that the default did not occur), provided that the period of time to cure the default (the "Cure Period") shall not exceed ninety (90) calendar days, if the cause cannot reasonably be cured within the aforesaid Cure Period, the parties may extend the cure period by mutually agreeing upon a reasonable plan and program for curing the cause; (iii) if the cause is not cured within the prescribed or agreed upon Cure Period, Customer party may then immediately terminate this Agreement by providing a written notice to the other, stating the cause for termination, and such notice shall not require a cure period.

15.2. If after any termination or expiration of this Agreement Customer converts to a different vendor's applications, SunGard Public Sector will provide, upon payment of SunGard Public Sector's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist Customer in removing its information and placing said information in SunGard Public Sector's standard format for input to the other vendor's applications. In the event Customer requests a non-standard deconversion, SunGard Public Sector shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by SunGard Public Sector for such services.

16. **Choice of Law/Dispute Resolution.** This Agreement shall be governed by laws of the State of Florida. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and/or federal courts in or for Seminole County, Florida for resolution of all disputes in connection with this Agreement.

17. **Notices.** Any notice, request, demand, or other communication required or permitted hereunder will be given in writing, communication charges prepaid, to the party to be notified. All communications will be deemed given when received. The addresses for the parties for the purposes of such communication are:

If to Customer:

To the address shown on Page 1 of this Agreement.

If to SunGard Public Sector:

SunGard Public Sector Inc.
1000 Business Center Drive
Lake Mary, Florida 32746
ATTENTION: Contracts/Legal Counsel

A party may change its address only upon written notice to the other party in which case this Agreement will be deemed to have been so modified.

18. **Force Majeure.** Neither party shall be in default by reason of any failure in the performance of this Agreement if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

19. **Contractual Documents.** This Agreement, along with its Schedule A - Order Form, the Standards Sheet, and any supplements or modifications thereto, contains the complete agreement between the parties with respect to the subject matter hereof. No additional representations, agreements or modifications or amendments to this Agreement hereafter made by a party shall be binding upon either party unless in writing and signed by Customer and accepted in writing by an authorized officer of SunGard Public Sector at its offices in Lake Mary, Florida.

CITY OF MENASHA, WI

SUNGARD PUBLIC SECTOR INC.

Authorized Signature

Print Name & Title

Date

Authorized Signature

Print Name & Title

August 8, 2008

Date

Approved as to form

 8-18-08

Jeffrey S. Brandt, City Attorney

SUNGARD® PUBLIC SECTOR

Supplement to the SunGard Public Sector Inc. Application Service Provider Agreement Schedule A - Order Form

This Schedule A - Order Form is entered into under the terms and conditions of the SunGard Public Sector Inc. Application Service Provider Agreement of even date herewith (Agreement), between SunGard Public Sector Inc. (SunGard Public Sector) and City of Menasha, WI (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Customer Name: City of Menasha, WI

Agreement Number: MSHA-080961-1

	Yes	No
Initial Order Form	X	
Replacement Order Form		X
Replaces Order Dated		

- Initial Term:** Begins September 1, 2008 and expires sixty (60) months from the date the initial Monthly Access Fee is due under this Schedule A - Order Form.
- Application Groups: Start-Up Fees and Monthly Access Fees**

	Applications and/or Services	Start-Up Fee	Monthly Access Fee
New Products (Not currently Licensed)	GMBA with Extended Reporting (GWER), Payroll/Personnel (PR), Asset Management I (FA), Human Resources (HR), Accounts Receivable (MR), Cash Receipts (CR), QRep Catalogs (GM, PR, FA, HR, MR, CR) - CJ	\$ 23,944.00	\$ 1,766.00
3rd Party Products (Not currently Licensed)	QRep Admin (1 User) - CG Admin, QRep End User (1 User) - CG	Included in Start-Up Fee	Included in Monthly Access Fee
Services	Start-up, NaviLine Implementation, HELP Card, Disaster Recovery Plan for SunGard Public Sector applications	Included in Start-Up Fee	Included in Monthly Access Fee
	Subtotal:	\$ 23,944.00	\$ 1,766.00
Concurrent Sessions - Monthly Access Fees			
3	ASP Shared Environment	-	300.00
	System Total:	\$ 23,944.00	\$ 2,066.00

*Start-Up Fee is based on use of SunGard Public Sector's Standard ASP Implementation Methodology.

**Number of Concurrent Sessions listed above used in the calculation for the Monthly Access Fees. Changes to the number of Concurrent Sessions may impact the Monthly Access Fee.

3. Payment Terms:

Start-Up Fee: Due upon execution of this Order Form.

Monthly Access Fee: The initial Monthly Access Fee will be due September 1, 2008. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be invoiced in advance on a monthly basis for a term of sixty (60) months at the rates listed below.

Months 1 – 12	\$2,066.00 per month or \$24,792.00 per year;
Months 13 – 24	\$2,169.00 per month or \$26,028.00 per year;
Months 25 – 36	\$2,278.00 per month or \$27,336.00 per year;
Months 37 – 48	\$2,392.00 per month or \$28,704.00 per year;
Months 49 – 60	\$2,511.00 per month or \$30,132.00 per year;

Following the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Note: Following execution of this Schedule A-Order Form, any Retrofit Modifications provided by SunGard Public Sector will be added to the next annual renewal period, pursuant to Section 4 below.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which SunGard Public Sector is seeking reimbursement, shall also be invoiced monthly.

4. **Modification Retrofits.** For each non-standard Application in library HTEMOD that was written by SunGard Public Sector or any Application that has had custom modifications performed by SunGard Public Sector at the Customer's request, SunGard Public Sector will perform all necessary programming to ensure that the program is compatible with each new software release, version, or program temporary fix made available by SunGard Public Sector. Fees for Modification Retrofits to be maintained are determined on an annual basis. This determination is based upon the number of modified objects prior to the beginning of each annualized ASP Term multiplied by the then current rate charged per object.

The terms and conditions contained in this Schedule A – Order Form, including the prices, will be honored as set forth herein, provided this Schedule A – Order Form is fully executed by August 28, 2008.

The attached Standards Sheet is applicable to the services ordered above.

CITY OF MENASHA, WI

SUNGARD PUBLIC SECTOR, INC.

Authorized Signature

Authorized Signature

Print Name & Title

Print Name & Title

Date

August 8, 2008

Date

SUNGARD® PUBLIC SECTOR

CLIENT SERVICES

ASP iSeries Standards Sheet (Attachment to Schedule A – Order Form)

1. Terminology

Term	Definition
Host Computer System	All hardware and software hosted by SunGard Public Sector Inc. on behalf of the customer. This includes the iSeries, Wintel servers and preferred 3 rd party software.
ISP	Internet Service Provider
System Administrator	The individual designated by SunGard Public Sector Inc. who is responsible for the operation of the Host Computer Systems
WinTel	Windows operating system using an Intel processor

2. System Availability

The scheduled hours of availability for the Host Computer Systems are 24 hours per day Monday – Saturday. The system is reserved for maintenance on Sundays from 12 a.m. – 5 p.m., customer local time. There are special considerations for software updates and emergency situations; please reference Sections 4.3 and 4.4 (Maintenance and Upgrades) for details.

3. System Backups

3.1. Daily System Backups

Daily data backups will begin at 12 a.m. (Customer local time) Monday through Friday. These backups consist of all SunGard Public Sector Inc. customer data. The system will be available during the daily backup.

3.2. Weekly System Backups

Weekly system backups will begin at 12 a.m. (Customer local time) on a day appropriate to the week being backed up. At this time a full system backup will be performed. These backups consist of all SunGard Public Sector Inc. customer data, program files, source files, and other necessary Customer data. In addition all AS400 system, Operating System, Security, and Data will also be backed up via a Restricted State backup. During this time access to the AS400 and its applications will not be available.

System backups will be rotated to an off-site storage facility on a daily basis.

3.3. Night Processing

Specified processor-intensive jobs, as determined by SunGard Public Sector Inc., may be required to be run during the night processing time frame of 8 p.m. to 11:59 p.m. to ensure that acceptable system performance standards are met. Examples of these jobs include such things as Utility Bill generation and Tax Notice generation. This is also to make sure the processes are finished before nightly backups occur.

3.4. Restores

Individual Customer restores will be performed on an as needed basis taking into consideration both Customer and Host Computer Systems functionality, availability, and necessity.

4. System Administration

SunGard Public Sector Inc. will provide for system administration of the Host Computer Systems (including the host iSeries system and associated host site hardware and communications infrastructure), including but not limited to:

4.1. System Monitoring

The Host Computer Systems will be monitored on a 24-hour basis through the use of automated monitoring software and/or hardware as selected by SunGard Public Sector Inc.. System operations to be monitored include:

- Subsystems - to ensure they are active, operational, and without pending errors messages.
- Job queues - to ensure they are active, operational, and attached to the correct subsystems.
- Critical system messages - Monitoring for hardware errors, system functionality errors, operating system errors, system integrity errors, etc
- System and Network Information - Samples of system and network information to be monitored include:
 - DASD (Disk storage)
 - Total utilization
 - RAID protection
 - Drive failures
 - Disk drive error rates
 - CPU Utilization
 - Total number of jobs in the system
 - Interactive response time
 - Communication line availability
 - Internet Connectivity from the Host Computer Systems to the Internet
 - Memory pool faults
 - Security violation attempts
 - System service starts and ends
 - Backup completion
 - UPS monitoring
 - Other pertinent system information as determined by SunGard Public Sector Inc.

4.2. System Maintenance

SunGard Public Sector Inc. will provide all necessary Host Computer Systems and network maintenance as deemed appropriate and necessary by the System Administrator and/or associated staff. Appropriate and necessary maintenance shall be determined through the use of standard iSeries and network monitoring and performance analysis tools.

4.3. Software Maintenance and Upgrades

Software maintenance and upgrades will be performed outside of standard business hours whenever possible.

Emergency situations will be handled on a case-by-case basis in such a manner as to provide the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity.

All parties will have advanced notice of such upgrades and any emergency updates will have customer approval before being done.

4.3.1. IBM

IBM licensed program fixes and upgrades, including cumulative PTF's, shall be applied to the host iSeries system as required to maintain operating functionality and currency. These PTF's will be temporarily applied until their effectiveness is determined. Non-emergency IBM PTF applications will be performed outside of normal business hours.

4.3.2. Wintel

Wintel server service packs, patches and updates shall be applied as necessary to ensure integrity of the system(s), system data and associated operating environment. Patches deemed critical in nature by SunGard Public Sector Inc. of system/software vendors shall be applied as soon as possible to prevent system corruption, penetration, degradation etc.

4.3.3. SunGard Public Sector Inc. Applications

Upgrades and updates to SunGard Public Sector Inc. Applications on both the IBM iSeries and Wintel platforms will be performed on scheduled dates during the year.

4.4. Hardware Maintenance and Upgrades

Hardware maintenance and upgrades will be performed outside of standard business hours whenever possible.

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity.

The primary Customer contact will be notified, when possible, via the on file e-mail address, prior to hardware upgrades being performed.

4.5. System Security (Logical)

System security values will be set to provide for system integrity and data security as deemed appropriate by SunGard Public Sector Inc.. This will include such items as password length and makeup, change intervals, system security level, etc.

User profiles, with all object authority, will be limited to the standard system security profile and the System Administrator profile. Sign-on information for these two profiles will be secured with the Director of SunGard Public Sector Inc. or his designee and the System Administrator.

Customer user profiles will only have access to appropriate Customer data.

Security auditing will be enacted to provide for the ability to audit security violations, changes, etc., with periodic system security reviews conducted by SunGard Public Sector Inc..

Host site security will include implementation of an industry standard firewall, secure sockets layer, virtual private networks, IP address translation, and/or a combination thereof.

4.6. Non-Preferred Third Party Software

SunGard Public Sector Inc. has partnered with a number of third party vendors for purposes such as time & attendance, form printing, mapping, etc. For any non-preferred third party vendors, SunGard Public Sector Inc. will be responsible for the following:

- o Initial loading of software
- o Periodic upgrades/service packs
- o Technical support for related iSeries issues

Exclusions: SunGard Public Sector Inc. does not support the user interface for non-preferred third party software. Troubleshooting will be performed by the customer and third party.

5. Hardware Requirements

The following are minimum hardware requirements to enable Customer to access the host site iSeries system. These requirements do not take into account any local any network configuration or requirements, which are the responsibility of Customer.

5.1. Personal Computers

Each personal computer that will access the ASP environment should achieve the following minimum hardware requirements for access:

- o Pentium 4 or greater processor
- o 2 GB storage
- o 1 GB RAM (Increasing RAM will help increase system performance)
- o Properly configured network interface card
- o Microsoft Windows 2000 Pro (SP4 or higher) or XP Professional Edition with all SP's installed
- o Microsoft Internet Explorer 6.0 or higher
- o Sun Java 1.6
- o Screen resolution 1024 x 768 or better
- o Monitor, mouse and keyboard
- o IBM iSeries Access for Windows v5r4 (This version can be provided to you by SunGard PS) with the latest available Service Pack.

SunGard Public Sector Inc. will not support any hardware that does not meet the minimum requirements

5.2. Printers

Type	Supported
Local (PC attached)	<p>Must be IBM certified.</p> <p>Microsoft Certified Printers: https://winqual.microsoft.com/HCL/ProductList.aspx?m=x&g=d&cid=900&f=86d</p> <p>IBM Certified Printers: http://www-912.ibm.com/s_dir/slkbase.NSF/0888cc5d18fceca58625680b005dc690/b44a2cf4ba778d83862568250053649f?OpenDocument</p>
Network	<p>Most printers with an available Ethernet connection and that are part of the approved IBM Certified Printer list can be used in the ASP environment. ***NOTE*** All-in-One Printer/Fax/Copier machines are not recommended.</p>
Twinax	<p>Any existing client Twinax printer that needs to be used in the ASP environment will require that a BOSANOVA e-Twinax controller be purchased by the client for network printing to be successful.</p> <p>http://www.bosanova.net/twinaxcontroller/index.html</p>

All others	Other printers will be evaluated on a case-by-case basis for compatibility with the ASP environment.
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There are 2 options to deal with printing in the ASP environment:

Option 1: Utilize local print sessions that are configured and run via IBM iSeries Access for Windows. They can print to any networked, shared or locally attached printer that the Windows machine they are run on can see.

These sessions are easy to setup, however these sessions must be signed in and running for printing to work.

Some clients run all print sessions on a dedicated machine for ease of management. However, any non-shared locally attached printer, including Cash Receipts printers, must be run directly on the machine to which the printers are attached.

Option 2: Print directly via TCP/IP. In this setup the client will provide a unique static Public IP Address for each printer they want to print in this manner.

These are generally high traffic printers that customers do not want to be run on a print session. Also, any IPDS printing **MUST** be setup as an IP printer.

Option 2.1: Print directly via TCP/IP, but utilizing just one unique static Public IP Address. Each configured printer will use the same IP address, but a different port to print to. The clients firewall will then utilize port forwarding to direct the traffic to the correct printer.

Most clients utilize a combination of these methods. It is a customer's internal decision based on available Public IP addresses, current infrastructure and other needs. We can work with any of these methods.

5.3. Recommended Customer Connectivity

Internet bandwidth is determined by the customer. It is based on Saturation level: a combination of connection speed, number of users on the system, size of files being accessed over the internet, etc. SunGard Public Sector Inc. strongly requires the following minimum setup:

- o Minimum 1.5 MB internet connection (T1 or other telecom provided service is preferred over cable or DSL) Responsiveness is directly affected by connectivity selected.
- o For clients who require site to site VPN, we require that the client have a Cisco branded VPN enabled device on their site.
- o Recommended redundant internet connection in case the primary connection goes down.
- o Dial up and wireless connections are **not supported**.

5.4. Recommended Customer Hardware

An industry standard firewall used to protect the customer's internal network is required for connectivity into the ASP network.

6. Performance Analysis of Customer's Current SunGard Public Sector Inc. Environment

A Customer's current environment will be reviewed prior to the ASP transition. Ideally Customers will transition to ASP on the latest version of SunGard Public Sector Inc. code. If a Customer is not on the latest version of SunGard Public Sector Inc. code, the current environment will be reviewed to determine if it can handle an upgrade before transitioning to ASP.

Items reviewed include: Current iSeries OS version, available disk space, current processing power, and current SunGard Public Sector Inc. version.

7. Host Site Performance

Performance monitoring and tuning will be performed as necessary to maintain an average in network interactive response time of 2.0 seconds or less when measured over a 1-hour period during normal business hours. "In network" is defined as any point between which the data packet enters the SunGard Public Sector Inc. environment and subsequently departs the SunGard Public Sector Inc. environment. Any point of communications outside of the SunGard Public Sector Inc. protected network environment, including DMZ, shall be deemed as "out of network."

iSeries, Wintel server and associated network infrastructure performance monitoring will be conducted on a regular basis. Monitoring shall be done during (no less than) four randomly selected one-hour periods within each calendar month. A summary of the performance statistics shall be made available for Customer review upon Customer request, including available predictive performance data where available.

SunGard Public Sector Inc. is not responsible for Internet connectivity and/or performance outside the internal SunGard Public Sector Inc. host site infrastructure.

8. Standard Application Support

SunGard Public Sector Inc. provides standard Application Support 24 hours a day, 365 days per year.

The toll-free support line is 1-800-695-6915 and the email address is asptechsuppt@hteinc.com.

9. System Hardware Support

Host site technical hardware and host operating system support shall be provided 24 hours a day, 365 days per year. This includes support for technical issues related to Host Computer Systems access, hardware operations, and Host Computer Systems functionality.

SunGard Public Sector Inc. is not responsible for Customer hardware, non-SunGard Public Sector Inc. related software, Internet access, and/or connectivity issues. SunGard Public Sector Inc. will provide guidance to Customer in obtaining technical support for on-site hardware and connectivity issues.

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 8/7/08-8/14/08 Checks # 17947-18126	\$ 2,717,339.69
Payroll Checks for 8/17/08-8/14/08 Checks # 40210-40507	<u>170,745.20</u>
Total	\$ 2,888,084.89

**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

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
01030 AAA SANITATION INC	153589	31100	55	07-202-209	165.00	PORTABLE TOILETS/BOAT LANDING
	153588	31100	55	07-202-209	165.00	PORTABLE TOILETS/BRIGHTON BH
	10487	31100	55	07-202-209	520.00	PORTABLE TOILETS/COMM FEST
	Check Date	8/7/2008	Check Nbr	017947	Check Total:	850.00
01465 ALL-SPORT TROPHY	39964	31262	52	08-101-300	55.95	RISING STAR AWARD
	Check Date	8/7/2008	Check Nbr	017949	Check Total:	55.95
01450 ALLIED GLOVE & SAFETY PRODUCTS	1/744150	31731	54	10-149-300	168.55	LEATHER GLOVES
	Check Date	8/7/2008	Check Nbr	017948	Check Total:	168.55
01720 APPANASHA PET CLINIC	42770	31100	12	04-399-000	237.15	RABIES EXAM/EUTHANASIA
	Check Date	8/7/2008	Check Nbr	017950	Check Total:	237.15
01805 ARROW AUDIO	3801	31100	52	08-101-240	111.25	SERVICE SPEAKING HOOK/CELL 6
	Check Date	8/7/2008	Check Nbr	017951	Check Total:	111.25
01850 ASSESSMENT TECHNOLOGIES LLC	1929	31100	51	04-107-214	27.50	CUSTOM PROGRAMMING
	Check Date	8/7/2008	Check Nbr	017952	Check Total:	27.50
02040 BADGER HIGHWAYS CO INC	141485	31100	54	10-122-300	5,380.20	HOTMIX ASPHALT
	141485	31201	54	10-301-300	793.80	HOTMIX ASPHALT
	2008-01(2)	31490	21	04-205-000	-20,050.80	NEW STREET CONSTRUCTION
	2008-01(2)	31100	54	10-121-822	53,412.36	NEW STREET CONSTRUCTION
	2008-01(2)	31490	54	10-121-822	144,443.69	NEW STREET CONSTRUCTION
	2008-01(2)	31100	54	10-134-822	2,652.00	NEW STREET CONSTRUCTION
Check Date	8/7/2008	Check Nbr	017953	Check Total:	186,631.25	
02220 BATTERIES PLUS-502	204001	31731	54	10-149-300	24.00	AA ALK BULK BATTERIES
	Check Date	8/7/2008	Check Nbr	017954	Check Total:	24.00

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02260 BAYCOM INC	114754	31100	52	08-101-243	13.73	REPLACED BUTTON KIT & TEST
	114753	31100	52	08-101-243	13.73	REPLACED BUTTON KIT & TEST SPK
	114755	31100	52	08-101-243	13.73	REPLACED BUTTON KIT & TEST
	114756	31100	52	08-101-243	13.73	REPLACED BUTTON KIT & TEST
	Check Date 8/7/2008	Check Nbr	017955		Check Total:	54.92
02335 BECK ELECTRIC INC	E187	31100	55	07-202-240	377.48	BULBS FOR KOSLO CONCESSION
	E163	31100	51	10-115-240	34.80	BALLAST/CITY HALL ELEVATOR
	Check Date 8/7/2008	Check Nbr	017956		Check Total:	412.28
02545 BLUE PRINT SERVICE CO INC	13654	31100	54	10-111-300	15.96	INK JET BOND
	Check Date 8/7/2008	Check Nbr	017958		Check Total:	15.96
02684 BOWERS & SONS CONSTRUCTION INC	100306	31485	56	03-202-822	58,700.00	NATURES WAY FILL CONTRACT
	080408	31485	56	03-202-822	-58,700.00	REVERSE ENTRY/DO NOT PAY
	Check Date 8/7/2008	Check Nbr	017959		Check Total:	0.00
02730 BRAZEE ACE HARDWARE	001338	31100	55	07-202-315	25.99	SPRAYER FOR DOWNTOWN
	001668	31100	55	07-202-315	4.99	NET FOR CLEANING FOUNTAINS
	001619	31207	55	07-205-240	28.27	MARINA REPAIRS
	001625	31207	55	07-205-240	-18.49	RETURN
	001589	31100	55	07-202-240	6.99	TRESTLE TOILET SEAT
	001567	31207	55	07-205-240	3.20	MARINA DECK REPAIR
	001524	31731	54	10-149-313	8.48	VAC CLEANER BAGS/BLEACH
	Check Date 8/7/2008	Check Nbr	017960		Check Total:	59.43
02745 TRAVIS BRICCO	072908	31100	55	07-201-203	340.00	SKATEBOARD INSTRUCTOR
	Check Date 8/7/2008	Check Nbr	017961		Check Total:	340.00

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02780 BRUCE MUNICIPAL EQUIPMENT INC	5082334	31731	54	10-149-383	1,010.60	LINEAR ACTUATOR
	Check Date 8/7/2008	Check Nbr 017962			Check Total: 1,010.60	
03145 CAREW CONCRETE & SUPPLY CO INC	773062	31100	54	10-122-300	45.90	CONCRETE
	773061	31100	54	10-135-300	568.00	CONCRETE/LOPAS S OF KEYES
	773640	31100	54	10-135-300	370.00	CONCRETE/OAK ST
	773641	31100	54	10-122-300	988.00	CONCRETE/NASSAU & AHNAIP
	773998	31100	54	10-122-300	1,370.00	KENWOOD DRIVE
	775737	31100	54	10-131-300	172.00	SLURRY/3RD & RACINE
	775231	31100	54	10-122-300	1,671.39	CHLOR BAGS/TAYCO & KAUKAUNA
	775232	31100	54	10-122-300	52.00	SUPPLIES
	776064	31100	54	10-122-300	1,974.00	9TH/DE PERE
	776064	31100	54	10-131-300	72.00	9TH/DE PERE
	777034	31100	54	10-121-300	460.00	KONEMAC
	777486	31100	54	10-121-300	450.00	
	777485	31100	54	10-121-300	660.00	8TH ST
	Check Date 8/7/2008	Check Nbr 017964			Check Total: 8,853.29	
03205 CASPERS TRUCK EQUIPMENT INC	33047	31731	54	10-149-383	596.33	MOTOR/GEARBOX ASSY
	Check Date 8/7/2008	Check Nbr 017965			Check Total: 596.33	
03247 CDW GOVERNMENT INC	LBH8734	31100	51	04-109-801	387.66	TERMINAL SERVER LICENSES
	Check Date 8/7/2008	Check Nbr 017966			Check Total: 387.66	
03842 CULLIGAN WATERCARE SERVICES	303480	31100	55	07-203-310	20.00	DRINKING WATE/POOL
	302963	31100	55	07-203-310	46.00	DRINKING WATER/POOL
	Check Date 8/7/2008	Check Nbr 017967			Check Total: 66.00	
04080 DARBOY STONE & BRICK	78353-000	31100	55	07-202-300	19.08	JEFFERSON PARK BENCH AREA
	Check Date 8/7/2008	Check Nbr 017968			Check Total: 19.08	

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04125 DAVIES WATER #1476	0031925	31100	54	10-134-300	1,870.50	PVC/CURB INL/GRATES/KONEMAC
	Check Date 8/7/2008	Check Nbr 017969			Check Total: 1,870.50	
06075 FASTENAL COMPANY	WINEE36152	31100	55	07-202-300	45.16	CABLE TIES/DOG AGILITY DRILLS
	Check Date 8/7/2008	Check Nbr 017970			Check Total: 45.16	
06244 FISCHER-ULMAN CONSTRUCTION &	080408	31263	56	03-207-701	1,520.00	CDBH REHAB PROGRAM
	Check Date 8/7/2008	Check Nbr 017971			Check Total: 1,520.00	
06480 FOX EXCAVATING LLC	624	31263	56	03-207-701	1,181.25	DEMO HOUSE 535 FIRST ST
	Check Date 8/7/2008	Check Nbr 017972			Check Total: 1,181.25	
06680 FRONTLINE UNIFORM	2472	31100	52	08-109-300	98.64	CLOTHING/RUBY & DRAXLER
	2474	31100	52	08-109-300	89.30	JACKET/A GRAVERSON
	2479	31100	52	08-109-300	64.00	CLOTHING/M CRAWMER
	2499	31100	52	08-109-300	49.80	CLOTHING/M CRAWMER
	2503	31100	52	08-109-300	45.64	CLOTHING/D RUBY
	Check Date 8/7/2008	Check Nbr 017973			Check Total: 347.38	
07210 GERMANIA HALL	1342	31262	52	08-101-300	829.64	VCR DINNER
	Check Date 8/7/2008	Check Nbr 017974			Check Total: 829.64	
07580 GUNDERSON UNIFORM & LINEN RENT	1264127	31100	51	10-115-201	15.26	MOP/MAT SERVICE
	1264127	31100	53	09-212-313	3.46	MOP/MAT SERVICE
	1264127	31100	55	07-202-313	3.46	MOP/MAT SERVICE
	12650974	31100	52	08-101-313	31.70	TOWEL/MAT SERVICE
	Check Date 8/7/2008	Check Nbr 017975			Check Total: 53.88	

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08190 HAWKINS INC	1208660RI	31100	55	07-203-300	1,071.19	POOL CHEMICALS
	1209110RI	31100	55	07-203-300	676.53	POOL CHEMICALS
	Check Date 8/7/2008	Check Nbr	017976		Check Total:	1,747.72
08235 HEARTLAND LABEL PRINTERS INC	IVC000165833	31100	51	04-109-243	1,855.00	EMAIL ARCHIVE MAINTENANCE
	IVC000165955	31100	51	04-109-243	1,120.00	ANTI VIRUS SOFTWARE MAINT
	Check Date 8/7/2008	Check Nbr	017977		Check Total:	2,975.00
08535 HR DIRECT	0322352	31100	51	02-105-310	99.73	2009 CALENDAR
	Check Date 8/7/2008	Check Nbr	017978		Check Total:	99.73
09290 INTERSTATE BATTERY OF GREEN BA	023275	31100	52	08-101-315	299.50	BATTERIES
	Check Date 8/7/2008	Check Nbr	017979		Check Total:	299.50
09330 IOD INCORPORATED	0022-TV-1056	31100	52	08-101-216	16.86	RETRIEVE FEES
	Check Date 8/7/2008	Check Nbr	017980		Check Total:	16.86
02845 JOURNAL COMMUNITY PUBLISHING	WM196305-6-0	31207	55	07-205-293	175.00	MARINA ADVERTISING
	Check Date 8/7/2008	Check Nbr	017963		Check Total:	175.00
10327 JPI DESIGN GROUP LLC	080408	31100	21	04-239-000	500.00	REFUND DEPOSIT LANDSCAPING
	Check Date 8/7/2008	Check Nbr	017981		Check Total:	500.00

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11155 KITZ & PFEIL INC	062309-0015	31100	55	07-202-313	8.99	LTX FINISH/KOSLO FLOOR
	062314-0013	31100	55	07-203-244	15.83	HARDWARE TO FIX GUARD CHAIRS
	062314-0159	31100	51	10-115-300	2.24	SHELVING
	062403-0005	31100	55	07-202-240	8.20	JEFFERSON WINDOW REPAIR
	062414-0070	31100	55	07-202-240	-0.64	TOILET REPAIR/SMITH
	062414-0160	31100	55	07-202-240	22.49	PAINT DOORS/JEFFERSON
	062414-0168	31100	55	07-202-240	21.28	REPAIRS/SMITH
	062509-0025	31100	55	07-202-240	6.46	PAINT/KOSLO
	062509-0033	31100	55	07-202-240	3.96	GARAGE DOOR/KOSLO
	062514-0044	31731	54	10-149-383	14.39	CONNECTOR
	062514-0146	31100	55	07-202-240	8.91	HARDWARE/KOSLO
	062514-0157	31100	54	10-131-300	17.09	TORCH BLADE/SIGNAL GARFIELD
	062614-0028	31100	54	10-131-300	24.95	CONCRETE MIX/TRAFFIC SIGNAL
	062614-0089	31100	55	07-202-240	2.69	VANDALISM REPAIR/CLOVIS
	062709-0032	31100	55	07-201-300	4.31	PAINT
	062714-0010	31731	54	10-149-383	17.24	UBOLTS/POLICE RANGER
	062714-0025	31100	55	07-202-313	5.39	LIQ PLUMBR OPENER
	062714-0081	31100	55	07-202-240	5.20	TOILET REPAIR/SMITH
	062714-0131	31100	53	09-212-315	10.99	FAN/LINE DANCERS
	062714-0156	31201	54	10-301-300	18.58	HARDWARE MISC
	063014-0038	31100	55	07-203-315	89.99	POOL SUPPLIES
	070214-0073	31100	51	10-115-300	10.32	PLUMBING SUPPLIES
	070214-0125	31731	54	10-149-240	5.19	URINAL REPAIR
	070309-0023	31100	55	07-202-240	6.62	REPAIRS AT HART PARK
	070314-0025	31731	54	10-149-240	5.70	MAINTENANCE/URINAL
	070314-0234	31100	55	07-202-300	13.47	CABLE TIES/WIND SCREEN/KOSLO
	070814-0125	31100	55	07-202-315	8.99	PLYWD BLADE
	070814-0188	31100	55	07-202-240	11.31	REPAIRS/HART PARK SKATEPARK
	071014-0126	31100	51	10-115-315	8.54	SCREWDRIVER
	071114-00750	31100	55	07-202-313	37.77	JEFFERSON PK CLEANING SUPPLIES
	071114-0114	31207	55	07-205-240	4.64	MARINA BUILDING REPAIR
	071414-0209	31100	55	10-215-313	5.84	SCRUB BRUSH
	071503-0084	31100	55	07-202-315	5.85	BLADE FOR EDGER

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	071514-0008	31100	55	07-202-240	49.41	PAINT KITCHEN AT SMITH
	071514-0107	31100	55	07-202-240	7.26	REPAIRS/JEFFERSON KITCHEN
	071609-0025	31100	52	08-101-240	7.51	MICROWAVE SHELF/PD
	071614-0126	31100	55	07-202-300	25.13	FIX SHELVES/JEFFERSON
	071814-0016	31201	54	10-301-300	4.31	THREADLOCKER
	Check Date 8/7/2008	Check Nbr 017985			Check Total: 526.40	
11365 KUNDINGER FLUID POWER INC	50022691	31731	54	10-149-383	66.75	STOCK/HOSES/SWIVELS
	Check Date 8/7/2008	Check Nbr 017986			Check Total: 66.75	
12222 LAUER CUSTOM WEAPONRY	9849	31100	52	08-101-315	500.00	.30 CALIBER SUPPRESSOR WEAPON
	Check Date 8/7/2008	Check Nbr 017987			Check Total: 500.00	
12250 LAWSON PRODUCTS INC	7041584	31731	54	10-149-300	374.70	STOCK SUPPLIES
	Check Date 8/7/2008	Check Nbr 017988			Check Total: 374.70	
12375 LEVENHAGEN CORPORATION	64833	31207	55	07-205-381	4,844.14	LEAD FREE GAS
	64137	31207	55	07-205-381	5,667.93	LEAD FREE GAS
	65210	31207	55	07-205-381	947.46	LEAD FREE GAS
	65202	31207	55	07-205-381	5,669.93	LEAD FREE GAS
	Check Date 8/7/2008	Check Nbr 017989			Check Total: 17,129.46	
13043 MANAWA TELEPHONE CO	080108	31100	51	04-109-221	39.95	INTERNET SERVICE
	Check Date 8/7/2008	Check Nbr 017990			Check Total: 39.95	
13083 MARSH ELECTRONICS INC	0009329CM	31731	54	10-149-383	-32.93	RETURN
	219919801	31731	54	10-149-383	39.00	STOCK
	Check Date 8/7/2008	Check Nbr 017991			Check Total: 6.07	
13097 MARSHALL & ILSLEY TRUST-MILW	5116590	31100	51	02-105-216	260.00	MONTHLY FLEX BENEFIT FEE
	Check Date 8/7/2008	Check Nbr 017992			Check Total: 260.00	

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13149 MATTHEWS COMMERCIAL TIRE CTR	026104	31731	54	10-149-382	136.95	TIRE SERVICE
	026109	31731	54	10-149-382	209.82	TIRE SERVICE
	026111	31731	54	10-149-382	124.70	TIRE SERVICE
	026107	31731	54	10-149-382	40.70	FLAT REPAIR SERVICE
	026170	31731	54	10-149-382	492.24	TIRE SERVICE
	026169	31731	54	10-149-382	112.89	TIRE SERVICE
	026171	31731	54	10-149-382	197.90	TIRE SERVICE
Check Date	8/7/2008	Check Nbr	017993		Check Total:	1,315.20
13180 MC CLONE INSURANCE GROUP	072108	31100	51	02-104-320	20.00	NOTARY PUBLIC/D GALEAZZI
Check Date	8/7/2008	Check Nbr	017994		Check Total:	20.00
13360 MENASHA ELECTRIC & WATER UTILI	072808	31100	12	04-399-000	7.17	RACINE/9TH
	072808	31100	53	09-102-223	115.79	HEALTH DEPT
	072808	31100	53	09-102-225	34.93	HEALTH DEPT
	072808	31100	54	10-131-223	169.69	TRAFFIC LIGHTS
	072808	31201	54	10-301-223	59.75	LIFT STATIONS
	072808	31100	55	07-202-223	562.21	PARKS
	072808	31100	55	07-202-223	11.63	PARKS
	072808	31100	55	07-202-225	220.90	PARKS
Check Date	8/7/2008	Check Nbr	017995		Check Total:	1,182.07
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	1,810.00	
Check Date	8/7/2008	Check Nbr	017996		Check Total:	1,810.00
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	290.00	
Check Date	8/7/2008	Check Nbr	017997		Check Total:	290.00

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13420 MENASHA PARK & RECREATION	080108	31100	55	07-201-300	69.45	REIMBURSE PETTY CASH/SUPPLIES
	Check Date 8/7/2008	Check Nbr 017998			Check Total: 69.45	
	080408	31100	11	04-111-000	200.00	PETTY CASH/GRUNSKI RUNSKI
	Check Date 8/7/2008	Check Nbr 017999			Check Total: 200.00	
13430 TOWN OF MENASHA POLICE DEPT	080508	31100	21	04-229-000	139.00	BOND
	Check Date 8/7/2008	Check Nbr 018000			Check Total: 139.00	
13440 MENASHA PUBLIC LIBRARY	080508	31100	55	06-101-240	3.07	PETTY CASH
	080508	31100	55	06-101-310	2.12	PETTY CASH
	080508	31100	55	06-101-311	39.72	PETTY CASH
	080508	31100	55	06-101-316	80.82	PETTY CASH
	Check Date 8/7/2008	Check Nbr 018001			Check Total: 125.73	
13640 MILLER-BRADFORD & RISBERG INC	ID64035	31731	54	10-149-383	1,548.07	CYLINDER
	ID64046	31731	54	10-149-383	1,474.12	CYLINDER ASSY
	CD05536	31731	54	10-149-383	-1,548.07	RETURN CYCLINDER
	Check Date 8/7/2008	Check Nbr 018002			Check Total: 1,474.12	
13685 MINNESOTA MUTUAL LIFE INSURANC	SEPTEMBER2008	31100	21	04-618-000	2,482.35	LIFE INS/SEPTEMBER 2008
	Check Date 8/7/2008	Check Nbr 018003			Check Total: 2,482.35	
13723 MODERN DAIRY INC	162527	31100	55	07-203-317	365.32	POOL CONCESSIONS
	162659	31100	55	07-203-317	221.52	POOL CONCESSIONS
	162711	31100	55	07-203-317	98.13	POOL CONCESSIONS
	162796	31100	55	07-203-317	70.85	POOL CONCESSIONS
	Check Date 8/7/2008	Check Nbr 018004			Check Total: 755.82	
13750 MORTON PHARMACY	03502293	31100	55	07-203-310	34.38	POOL OFFICE SUPPLIES
	Check Date 8/7/2008	Check Nbr 018005			Check Total: 34.38	

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13755 MORTON SAFETY	309389	31100	54	10-121-300	126.15	GATORADE
	309389	31100	54	10-304-300	126.15	GATORADE
	309389	31100	55	07-202-300	126.15	GATORADE
Check Date	8/7/2008	Check Nbr	018006	Check Total:	378.45	
13785 MOTION INDUSTRIES INC	WI-02-423901	31731	54	10-149-383	293.89	MASTER GUIDE
	WI02-424791	31731	54	10-149-383	75.77	HI-VOL BALL BRG MTD UNITS
	WI02-423974	31731	54	10-149-383	75.77	HI-VOL BALL BRG MTD UNITS
Check Date	8/7/2008	Check Nbr	018007	Check Total:	445.43	

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14010 N&M AUTO SUPPLY	25144	31731	54	10-149-383	219.03	DISC BRAKE PADS/ROTOR
	225199	31731	54	10-149-383	150.22	BRAKE SHOES/BRAKE DRUM
	225257	31731	54	10-149-383	27.06	SERP BELT
	225221	31731	54	10-149-383	15.34	ADJ SCRW
	225382	31731	54	10-149-383	134.48	BRAKE PADS/ROTOR
	226240	31731	54	10-149-383	4.59	WELDING
	225260	31731	54	10-149-383	3.29	BRACKET
	225710	31731	54	10-149-383	21.38	LOOM CLAMP/WHL CYL
	225814	31731	54	10-149-383	23.95	TUBES
	225671	31731	54	10-149-383	23.95	TUBES
	225303	31731	54	10-149-383	73.80	SOLENOID
	225258	31731	54	10-149-383	18.99	ADAPTER
	226675	31731	54	10-149-383	11.97	HOSE
	226853	31731	54	10-149-383	53.66	STOCK
	226681	31731	54	10-149-383	183.31	TIE ROD END/MANIFOLD
	227---	31731	54	10-149-383	5.55	TRANS SL
	227266	31731	54	10-149-383	20.37	FLD LAMP
	227295	31731	54	10-149-383	15.45	OIL SEAL
	227805	31731	54	10-149-383	193.21	DISC BRAKE PADS/ROTOR
	227502	31731	54	10-149-383	159.63	BRAKE PADS/ROTOR
227868	31731	54	10-149-383	25.49	U JOINT	
227956	31731	54	10-149-383	105.44	O RING KIT/FUEL PRES/MANIFOLD	
227997	31731	54	10-149-383	59.37	DIST CAP/ROTOR/PORT CAP	
Check Date	8/7/2008	Check Nbr	018009	Check Total:	1,549.53	
14035 NATIONAL ASSOCIATION OF SCHOOL	080108	31100	52	08-101-320	40.00	MEMBERSHIP/A GOLLNER
	Check Date	8/7/2008	Check Nbr	018010	Check Total:	40.00

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14215 NEENAH-MENASHA MUNICIPAL COURT	080508	31100	21	04-229-000	83.60	BOND
	080508	31100	21	04-229-000	134.00	BOND
	080508	31100	21	04-229-000	268.00	BOND
	080508	31100	21	04-229-000	331.00	BOND
Check Date	8/7/2008	Check Nbr	018011	Check Total:	816.60	
14220 NEENAH-MENASHA SEWERAGE COMM	2008-126	31201	54	10-302-250	69,247.23	AUGUST 2008 WASTEWATER
	2008-132	31201	54	10-302-250	14,214.00	AUG 2008 INT BOND ISSUES
Check Date	8/7/2008	Check Nbr	018012	Check Total:	83,461.23	
14385 NOFFKE LUMBER INC	080720811866	31100	54	10-122-300	13.16	LUMBER
	080720812004	31100	54	10-122-300	15.39	LUMBER/SCREWDRIVER
	080720812167	31100	54	10-135-300	87.99	LUMBER
	080720811976	31100	54	10-122-300	7.21	LUMBER
	080620811811	31100	55	07-202-300	7.26	TABLE REPAIR/JEFFERSON PARK
	080720811957	31100	55	07-202-300	140.94	SKATE PARK/HART
	080720811979	31100	55	07-202-300	41.61	SKATE PARK/HART
	080720812314	31100	55	07-202-300	25.77	FENCE REPAIR/PLEASANTS PK
	080720812353	31100	55	07-202-300	9.90	FENCE REPAIR/PLEASANTS PARK
080720812089	31100	55	07-202-300	-7.95	RETURN	
Check Date	8/7/2008	Check Nbr	018013	Check Total:	341.28	
16025 PACKER CITY INTERNATIONAL	3281970074	31731	54	10-149-383	15.48	STOCK
	3281960009	31731	54	10-149-383	43.24	SLEEVE/SEAL
Check Date	8/7/2008	Check Nbr	018014	Check Total:	58.72	
16190 PEPSI AMERICAS	8685719317	31100	55	07-203-317	350.00	POOL CONCESSIONS
Check Date	8/7/2008	Check Nbr	018015	Check Total:	350.00	
18088 RAMADA STEVENS POINT	080608	31100	51	02-104-338	158.00	HOTEL/CLK CONF STVNS PT/GALEAZ
Check Date	8/7/2008	Check Nbr	018016	Check Total:	158.00	

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18190 REGISTRATION FEE TRUST TVRP	080608	31100	45	04-403-000	500.00	PARKING TICKET PROCESSING FEE
	Check Date 8/7/2008	Check Nbr	018017		Check Total:	500.00
19080 SAM'S CLUB	070108	31100	55	07-203-310	53.76	FOLDING CHAIRS/CLIPBOARDS
	070108	31100	55	07-203-317	2,815.58	POOL CONCESSIONS
	Check Date 8/7/2008	Check Nbr	018018		Check Total:	2,869.34
19230 SCHROTH WHOLESALE SUPPLY CO	249362	31100	55	07-202-300	70.00	FLOWERS/SMITH
	Check Date 8/7/2008	Check Nbr	018019		Check Total:	70.00
19231 PATRICK SCHULTZ	080108	31100	46	04-157-000	14.00	REFUSE CART DOWNGRADE REFUND
	Check Date 8/7/2008	Check Nbr	018020		Check Total:	14.00
19457 SOUTHWEST PUBLIC SAFETY	130234	31100	52	08-101-295	199.95	LIGHTS/SQUADS
	Check Date 8/7/2008	Check Nbr	018021		Check Total:	199.95
19476 SPOHN RANCH	10391	31100	55	07-202-240	341.82	REPAIR SUPPLIES
		31100	55	07-202-240	-341.82	VOID CHECK 17739
	Check Date 8/7/2008	Check Nbr	018022		Check Total:	0.00
19585 SPORTS GRAPHICS	803B	31100	55	07-201-300	77.00	STAFF SHIRTS
	810B	31826	55	07-202-300	622.75	YOUTH BASEBALL SHIRTS
	821B	31100	55	07-203-310	25.00	POOL STAFF SHIRTS
	968B	31100	55	07-203-310	88.00	POOL SWEATSHIRTS
	614B	31100	55	07-203-310	191.84	MANAGER SHIRTS
	Check Date 8/7/2008	Check Nbr	018023		Check Total:	1,004.59
02430 STANLEY SECURITY SOLUTIONS INC	WI-481060	31100	55	07-202-240	30.22	KEY
	CH-481515	31207	55	07-205-300	69.22	MARINA KEYS
	Check Date 8/7/2008	Check Nbr	017957		Check Total:	99.44

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19707 THOMAS STOFFEL	080108	31253	51	04-106-336	12.29	MILEAGE
	Check Date 8/7/2008	Check Nbr	018024		Check Total:	12.29
19748 TIM STYKA	080408	31100	52	08-101-191	2,000.00	CLASS REIMBURSEMENT
	Check Date 8/7/2008	Check Nbr	018025		Check Total:	2,000.00
19775 SUPERIOR CHEMICAL CORP	64679	31100	13	04-106-000	723.65	CLINGING BOWL CLNR
	Check Date 8/7/2008	Check Nbr	018026		Check Total:	723.65
20075 TEL/COM	10069639	31262	52	08-101-221	253.50	VCR PAGERS
	Check Date 8/7/2008	Check Nbr	018027		Check Total:	253.50
21045 UNIFIRST CORPORATION	0970035093	31731	54	10-149-201	80.58	MAT/MOP/CLOTHING PROTECTION
	Check Date 8/7/2008	Check Nbr	018028		Check Total:	80.58
21060 UNITED PAPER CORPORATION	62598	31100	55	07-203-313	93.80	SHOWER SOAP/POOL
	Check Date 8/7/2008	Check Nbr	018029		Check Total:	93.80
21085 UNITED TRANSLATORS INC	08000867	31100	52	08-101-216	35.00	INTERPRET SPANISH
	Check Date 8/7/2008	Check Nbr	018030		Check Total:	35.00
21227 US OIL CO INC	797747	31100	52	08-101-295	15.20	RANGER FUEL
	534	31100	55	07-201-300	11.94	ICE FOR THE POOL
	Check Date 8/7/2008	Check Nbr	018031		Check Total:	27.14
22120 VALLEY POPCORN CO INC	81997	31100	55	07-203-317	44.95	CUPS
	Check Date 8/7/2008	Check Nbr	018032		Check Total:	44.95

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23115 WAUPACA CO JOINT MUNICIPAL CT	080508	31100	21	04-229-000	244.00	BOND
	Check Date 8/7/2008	Check Nbr	018033		Check Total: 244.00	
23215 WIL-KIL PEST CONTROL	1325904	31100	53	09-212-207	104.00	EXT INSECT
	Check Date 8/7/2008	Check Nbr	018034		Check Total: 104.00	
23250 WINNEBAGO COUNTY CLERK OF COUR	080508	31100	21	04-229-000	150.00	BOND
	Check Date 8/7/2008	Check Nbr	018035		Check Total: 150.00	
23267 WINNEBAGO COUNTY PARKS DEPT	PK1-08	31207	55	07-205-295	2,650.00	INSTALL CHANNEL BUOYS
	Check Date 8/7/2008	Check Nbr	018036		Check Total: 2,650.00	
23275 WINNEBAGO COUNTY TREASURER	JULY	31310	57	04-101-610	1,561.63	WINN CO IND DEV PROJ/PRINCIPAL
	JULY	31310	57	04-201-620	588.37	WINN CO IND DEV PROJ/INTEREST
	Check Date 8/7/2008	Check Nbr	018037		Check Total: 2,150.00	
23370 WISCONSIN DEPARTMENT OF JUSTIC	I5897	31100	52	08-101-221	570.00	JULY-SEPTEMBER QTR TIME SYSTEM
	Check Date 8/7/2008	Check Nbr	018039		Check Total: 570.00	
23371 WISCONSIN DEPT OF JUSTICE-TIME	L7101T	31100	52	08-101-216	60.00	NAMES SEARCHES
	Check Date 8/7/2008	Check Nbr	018040		Check Total: 60.00	
23378 WISCONSIN DNR	471020660-2008	31100	54	10-304-320	572.00	WASTE PROGRAM LICENSE FEES
	Check Date 8/7/2008	Check Nbr	018041		Check Total: 572.00	
23397 WISCONSIN DOT	080408	31100	52	08-101-337	75.00	CONFERENCE REG/ALBRECHT
	Check Date 8/7/2008	Check Nbr	018042		Check Total: 75.00	

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23455 WISCONSIN SUPPORT COLLECTIONS		31100	21	04-299-015	536.31	
		31100	21	04-299-016	138.40	
	Check Date 8/7/2008	Check Nbr 018043			Check Total: 674.71	
23311 STATE OF WISCONSIN	073008	31100	21	04-229-000	20.81	OVERPAYMENT 7087 & 7374
	Check Date 8/7/2008	Check Nbr 018038			Check Total: 20.81	
23565 WRIGHT INDUSTRIAL INC	0584848-IN	31100	13	04-106-000	359.01	CLEANING SUPPLIES
	Check Date 8/7/2008	Check Nbr 018044			Check Total: 359.01	
Grand Total:					343,641.27	

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01060 ACCURATE ALIGNMENT INC	8012308	31731	54	10-149-294	60.99	ALIGN FRONT END
	Check Date 8/14/2008	Check Nbr	018045		Check Total:	60.99
01525 ALWAYS READY SERVICES	89105	31100	13	04-106-000	108.24	SPRAY NINE
	Check Date 8/14/2008	Check Nbr	018046		Check Total:	108.24
01675 AMT		31100	21	04-299-022	150.00	
	Check Date 8/14/2008	Check Nbr	018047		Check Total:	150.00
01760 APPLETON SCHOOL DISTRICT	081308	31100	21	04-304-000	73,427.84	FINAL TAX COLLECTION PAYMENTS
	Check Date 8/14/2008	Check Nbr	018048		Check Total:	73,427.84
01765 APPLETON STEEL INC	22149	31100	55	07-202-300	112.34	REPAIR SHOREWALL/JEFFERSON
	Check Date 8/14/2008	Check Nbr	018049		Check Total:	112.34
01775 CITY OF APPLETON	177082	31100	55	07-203-337	98.16	STAFF CPR CLASSES
	Check Date 8/14/2008	Check Nbr	018050		Check Total:	98.16
19120 AT&T	920R09453008	31100	51	10-115-221	83.10	MONTHLY CHARGES
	920R09453008	31201	54	10-301-221	221.70	MONTHLY CHARGES
	Check Date 8/14/2008	Check Nbr	018102		Check Total:	304.80
02040 BADGER HIGHWAYS CO INC	141538	31100	54	10-122-300	2,994.39	HOTMIX ASPHALT
	141582	31100	55	07-202-300	35.49	SCREENINGS/9TH ST BOAT LAUNCH
	Check Date 8/14/2008	Check Nbr	018051		Check Total:	3,029.88
02050 BADGER LAB & ENGINEERING INC	INV000034310	31201	54	10-301-212	280.00	MENASHA UTILITY SAMPLING
	Check Date 8/14/2008	Check Nbr	018052		Check Total:	280.00

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02260 BAYCOM INC	207707	31100	52	08-101-242	815.51	INSTALL LIGHTGS/CONSOLE/SWITCH
	207465	31100	52	08-101-242	677.64	RE-INSTALLED VRM POWER/SQUAD
	Check Date 8/14/2008	Check Nbr	018053		Check Total: 1,493.15	
02335 BECK ELECTRIC INC	E197	31100	55	07-202-240	512.76	LIGHT REPAIR/BULB INVENTORY
	E197	31100	55	07-203-240	12.20	BULB INVENTORY
	E197	31207	55	07-205-240	53.76	BULB INVENTORY
	Check Date 8/14/2008	Check Nbr	018054		Check Total: 578.72	
02410 BERGSTROM	224573	31731	54	10-149-383	65.30	ELEMENT/STOCK
	Check Date 8/14/2008	Check Nbr	018055		Check Total: 65.30	
02542 BLOCK IRON & SUPPLY COMPANY	166183	31100	52	08-101-240	229.60	JAIL CELL DOOR CLOSER
	Check Date 8/14/2008	Check Nbr	018056		Check Total: 229.60	
02717 JEFFREY BRANDT	080408	31100	51	02-103-331	112.32	MILEAGE
	080408	31100	51	02-103-338	10.00	MEALS
	080408	31100	51	02-105-331	79.56	MILEAGE
	Check Date 8/14/2008	Check Nbr	018057		Check Total: 201.88	
02750 BRICK & SUPPLY COMPANY	140475	31100	54	10-131-300	59.08	TRAFFIC LIGHTS/3RD & RACINE
	Check Date 8/14/2008	Check Nbr	018058		Check Total: 59.08	
02796 BUBRICK'S	146143	31100	52	08-101-310	52.07	OFFICE SUPPLIES
	150672	31731	54	10-149-310	-3.49	RETURN
	Check Date 8/14/2008	Check Nbr	018059		Check Total: 48.58	
03070 CALUMET COUNTY TREASURER	081308	31100	21	04-300-000	31,315.81	CALUMET COUNTY
	081308	31100	21	04-309-000	1,335.72	STATE OF WISCONSIN
	Check Date 8/14/2008	Check Nbr	018060		Check Total: 32,651.53	

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03160 CODY CARLSON	07162008	31100	55	06-101-205	100.00	PROGRAM
		31100	55	06-101-205	-100.00	VOID CHECK 17771
	Check Date 8/14/2008	Check Nbr	018061		Check Total:	0.00
03490 CLEAR WATER CAR WASH	2243	31100	52	08-101-295	104.95	SQUAD INTERIOR CLEANING
	Check Date 8/14/2008	Check Nbr	018062		Check Total:	104.95
04139 VALERIE DAVIS	080808	31100	21	04-229-000	49.31	SNACKS FOR HEALTHY LIVING CLAS
	Check Date 8/14/2008	Check Nbr	018063		Check Total:	49.31
05165 EMMONS BUSINESS INTERIORS	73776	31100	53	09-212-315	286.38	CHAIR CARTS
	72802	31100	53	09-212-315	40.36	CHAIR CARTS
	72802	31827	53	09-212-315	246.02	CHAIR CARTS
	Check Date 8/14/2008	Check Nbr	018064		Check Total:	572.76
06065 FAMILY THERAPY & ANXIETY CTR	080508	31100	52	08-101-215	350.00	SERVICES PROVIDED/PD
	Check Date 8/14/2008	Check Nbr	018065		Check Total:	350.00
06355 FONDY AUTO ELECTRIC	A20779	31731	54	10-149-383	95.41	REMAN SHAKER
	Check Date 8/14/2008	Check Nbr	018066		Check Total:	95.41
06615 FOX VALLEY TECHNICAL COLLEGE	081308	31100	21	04-303-000	239,402.29	WINNEBAGO
	081308	31100	21	04-303-000	22,908.17	CALUMET
	Check Date 8/14/2008	Check Nbr	018067		Check Total:	262,310.46
06680 FRONTLINE UNIFORM	2531	31100	52	08-106-300	64.17	ASHLEY SCHMITZ/CSO
	Check Date 8/14/2008	Check Nbr	018068		Check Total:	64.17
07345 GRAINGER INC	9687165085	31100	55	07-202-240	870.00	PUMP/MILWAUKEE FOUNTAIN
	Check Date 8/14/2008	Check Nbr	018069		Check Total:	870.00

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
08022 DENA HACKMASTER	081108	31822	55	04-107-316	250.00	HATTIE MINER SCHOLARSHIP
	Check Date 8/14/2008	Check Nbr	018070		Check Total: 250.00	
08190 HAWKINS INC	1212889RI	31100	55	07-203-300	3,362.48	POOL CHEMICALS
	Check Date 8/14/2008	Check Nbr	018071		Check Total: 3,362.48	
08505 HORST DISTRIBUTING INC	483590	31100	55	07-202-300	494.25	BALL DIAMOND SUPPLIES
	Check Date 8/14/2008	Check Nbr	018072		Check Total: 494.25	
09105 INDEPENDENT INSPECTIONS LTD	301572	31100	52	03-301-216	11,264.19	PERMITS FOR JULY 2008
	Check Date 8/14/2008	Check Nbr	018073		Check Total: 11,264.19	
10320 JEFF JORGENSON	080408	31100	52	08-101-320	141.00	ROTARY DUES
	Check Date 8/14/2008	Check Nbr	018074		Check Total: 141.00	
10335 JX ENTERPRISES INC	D281850072	31731	54	10-149-383	6.88	WIPER BLADE
	D282060051	31731	54	10-149-383	158.08	GLASS DOOR DROP WIN
	D282040031	31731	54	10-149-383	26.98	MIRROR
	D282040068	31731	54	10-149-383	103.92	GLASS ASSY-CAB DOOR
	Check Date 8/14/2008	Check Nbr	018075		Check Total: 295.86	
11035 KANN MANUFACTURING CORP	78026	31731	54	10-149-383	170.51	BELTING
	Check Date 8/14/2008	Check Nbr	018076		Check Total: 170.51	
11059 JANE E KEBERLEIN	081208	31733	51	02-116-730	50.00	CLAIM AGAINST CITY
	Check Date 8/14/2008	Check Nbr	018077		Check Total: 50.00	
11165 KJ WASTE SYSTEMS INC	080108	31266	54	10-307-216	969.00	RECYCLING
	Check Date 8/14/2008	Check Nbr	018078		Check Total: 969.00	

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11335 KUBIAK SWIMMING POOLS INC	9118	31100	55	07-203-243	30.50	FLOW MONITOR IMPELLER
	8317	31100	55	07-203-240	50.13	POOL GROUT
	Check Date 8/14/2008	Check Nbr	018079		Check Total:	80.63
11365 KUNDINGER FLUID POWER INC	50023598	31731	54	10-149-383	125.32	TUBE ASSEMBLY
	Check Date 8/14/2008	Check Nbr	018080		Check Total:	125.32
12035 CHERYL LAABS	073108	31100	53	09-102-331	23.30	MILEAGE
	073108	31100	53	09-105-331	22.97	MILEAGE
	Check Date 8/14/2008	Check Nbr	018081		Check Total:	46.27
12135 LANDMARK STAFFING RESOURCES	674192	31100	51	04-109-801	120.00	DATA ENTRY FLEET PROJECT/PWF
	Check Date 8/14/2008	Check Nbr	018082		Check Total:	120.00
12190 LARSEN COOPERATIVE CO	526296	31100	55	07-202-315	-9.50	WATER TRUCK COVER CREDIT
	40003674	31100	55	07-202-315	-24.00	WATER TANK CAP
		31100	55	07-202-315	24.00	CLEAR CREDIT/CHECK CUT TO CITY
	Check Date 8/14/2008	Check Nbr	018083		Check Total:	-9.50
12450 LINCOLN CONTRACTORS SUPPLY INC	10450580	31100	54	10-121-315	618.95	ASPHALT BLADES
	Check Date 8/14/2008	Check Nbr	018084		Check Total:	618.95
13149 MATTHEWS COMMERCIAL TIRE CTR	026208	31731	54	10-149-382	34.00	FLAT REPAIR
	Check Date 8/14/2008	Check Nbr	018085		Check Total:	34.00
13335 MEMORIAL FLORISTS INC	02410392	31100	55	07-202-300	510.00	ANNUAL/SMITH PARK
	Check Date 8/14/2008	Check Nbr	018086		Check Total:	510.00

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13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	1,857.00	
		31100	21	04-299-020	16,531.00	
	Check Date 8/14/2008	Check Nbr	018087		Check Total:	18,388.00
		31100	21	04-299-033	119.99	
	Check Date 8/14/2008	Check Nbr	018088		Check Total:	119.99
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	290.00	
	Check Date 8/14/2008	Check Nbr	018089		Check Total:	290.00
13377 MENASHA EMPLOYEES LOCAL 1035B		31100	21	04-299-032	248.16	
	Check Date 8/14/2008	Check Nbr	018090		Check Total:	248.16
13378 MENASHA EYECARE LLC	080808	31100	21	04-239-000	500.00	REFUND LANDSCAPING DEPOSIT
	Check Date 8/14/2008	Check Nbr	018091		Check Total:	500.00
13400 MENASHA JOINT SCHOOL DISTRICT	081308	31100	21	04-302-000	1,182,898.49	WINNEBAGO
	081308	31100	21	04-302-000	36,318.84	CALUMET
	Check Date 8/14/2008	Check Nbr	018092		Check Total:	1,219,217.33
13720 MODERN BUSINESS MACHINES	26160389	31100	51	10-115-243	269.74	COPIER CONTRACT MAINTENANCE
	Check Date 8/14/2008	Check Nbr	018093		Check Total:	269.74
13740 MOODY'S INVESTORS SERVICE	F1669418-000	31490	51	04-311-213	5,250.00	PROFESSIONAL SERVICES
	Check Date 8/14/2008	Check Nbr	018094		Check Total:	5,250.00
14220 NEENAH-MENASHA SEWERAGE COMM	2008-123	31201	54	10-301-211	9,060.75	LEGAL REIMBURSEMENT
	2008-120	31201	54	10-301-211	1,348.75	LEGAL REIMBURSEMENT
	Check Date 8/14/2008	Check Nbr	018095		Check Total:	10,409.50

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15210 ORIENTAL TRADING CO INC	625873319-01	31100	55	07-201-300	144.19	PROGRAM SUPPLIES
	Check Date 8/14/2008	Check Nbr	018096		Check Total:	144.19
16025 PACKER CITY INTERNATIONAL	3282000035	31731	54	10-149-383	87.78	STOCK
	3282130016	31731	54	10-149-383	-39.50	RETURN SLEEVE/SEAL-GRS
	Check Date 8/14/2008	Check Nbr	018097		Check Total:	48.28
16190 PEPSI AMERICAS	8220320412	31100	55	07-203-317	310.25	POOL CONCESSIONS
	Check Date 8/14/2008	Check Nbr	018098		Check Total:	310.25
16465 POSTAL ANNEX	133451	31100	52	08-101-311	10.37	POSTAGE
	133523	31100	52	08-101-311	7.12	POSTAGE
	133634	31100	12	04-399-000	11.61	POSTAGE
	133866	31100	51	04-109-311	43.11	POSTAGE
	133872	31100	52	08-101-311	7.18	POSTAGE
	133982	31100	52	08-101-311	7.18	POSTAGE
	134200	31100	12	04-399-000	12.10	POSTAGE
	134540	31100	52	08-101-311	8.37	POSTAGE
	134721	31100	52	08-101-311	7.23	POSTAGE
	134744	31100	51	02-104-311	34.61	POSTAGE
	Check Date 8/14/2008	Check Nbr	018099		Check Total:	148.88
18200 REINDERS INC	849460-00	31100	55	07-202-300	97.56	HERBICIDE/TRESTLE & DOWNTOWN
	849443-00	31100	55	07-202-300	367.27	TURFACE/KOSLO BALLFIELD
	Check Date 8/14/2008	Check Nbr	018100		Check Total:	464.83
18423 ROCKMOUNT RESEARCH & ALLOYS	1129999	31731	54	10-149-300	546.89	SUPPLIES
	Check Date 8/14/2008	Check Nbr	018101		Check Total:	546.89

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19130 DIANE SCHABACH	081108	31207	55	07-205-216	11,100.00	HARBORMASTER
	Check Date 8/14/2008	Check Nbr	018103		Check Total:	11,100.00
19285 SECURITY FENCE & SUPPLY CO INC	2008-17126-IN	31100	55	07-202-204	1,094.00	REPAIR BRIGHTON BH RD FENCE
	Check Date 8/14/2008	Check Nbr	018104		Check Total:	1,094.00
19327 SERVICEMASTER BUILDING MTNCE	120061	31100	52	08-101-201	1,395.00	CONTRACT JANITORIAL SERVICE
	120031	31100	52	08-101-201	50.00	CLEAN GARAGE/AUGUST 2008
	Check Date 8/14/2008	Check Nbr	018105		Check Total:	1,445.00
19356 SHERWIN-WILLIAMS CO	7872-4	31100	54	10-131-300	452.50	WIS DOT YELLOW PAINT
	7875-7	31100	54	10-131-300	-452.50	PAINT CREDIT
	7875-7	31100	54	10-131-300	431.00	WIS DOT YELLOW PAINT
	Check Date 8/14/2008	Check Nbr	018106		Check Total:	431.00
19410 SKID & PALLET	022550	31100	55	07-202-300	233.75	LANDSCAPE MULCH
	17739	31100	54	10-121-300	34.00	4 YRDS NATURAL MULCH/RIVER ST
	Check Date 8/14/2008	Check Nbr	018107		Check Total:	267.75
19478 SPORT-O-MOTIVE	14550	31731	54	10-149-383	71.79	POLICE RANGER PARTS
	Check Date 8/14/2008	Check Nbr	018108		Check Total:	71.79
19635 ROBERT STANKE	081108	31100	52	08-101-339	92.00	AIR FARE ADJUSTMENT
	Check Date 8/14/2008	Check Nbr	018109		Check Total:	92.00
20145 THEDACARE	9876800	31100	52	08-101-215	110.40	VENIPUNCTURE
	Check Date 8/14/2008	Check Nbr	018110		Check Total:	110.40
20290 TOUGH SOLUTIONS	TSI332086	31100	52	08-101-295	515.50	PRINTER MOUNT/CONSOLE BOX/MISC
	Check Date 8/14/2008	Check Nbr	018111		Check Total:	515.50

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20325 TRAFFIC & PARKING CONTROL CO	2991670	31100	54	10-131-300	693.21	ACCIDENT REIMBURSE/STOCK
	Check Date 8/14/2008	Check Nbr	018112		Check Total: 693.21	
21045 UNIFIRST CORPORATION	0970035420	31731	54	10-149-201	80.58	MAT/MOP/CLOTHING SERVICE
	Check Date 8/14/2008	Check Nbr	018113		Check Total: 80.58	
21095 UNITED WAY FOX CITIES		31100	21	04-299-021	85.75	
	Check Date 8/14/2008	Check Nbr	018114		Check Total: 85.75	
21226 US OIL CO INC	760037	31100	13	04-103-000	3.50	FEDERAL LUST TAX
	760038	31100	13	04-103-000	4.30	FEDERAL LUST TAX
	Check Date 8/14/2008	Check Nbr	018115		Check Total: 7.80	
	L34567	31731	54	10-149-242	24.00	SAMPLES
	Check Date 8/14/2008	Check Nbr	018116		Check Total: 24.00	
23130 WAVERLY SANITARY DISTRICT	081108	31100	55	07-202-225	45.98	BARKER FARM PARK PAVILION
	Check Date 8/14/2008	Check Nbr	018117		Check Total: 45.98	
	081308	31100	21	04-307-000	8,253.97	TAX COLLECTION PAYMENTS
	Check Date 8/14/2008	Check Nbr	018118		Check Total: 8,253.97	
23152 WE ENERGIES	072908	31100	53	09-102-224	9.69	316 RACINE ST
	072808	31100	53	07-401-223	9.81	NORTH ST
	072808	31100	53	07-401-223	8.80	NORTH ST
	Check Date 8/14/2008	Check Nbr	018119		Check Total: 28.30	
23175 WEYERS EQUIPMENT INC	16943	31731	54	10-149-383	31.49	STOCK
	Check Date 8/14/2008	Check Nbr	018120		Check Total: 31.49	

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
23215 WIL-KIL PEST CONTROL	1325807	31731	54	10-149-207	63.00	COMMERCIAL CONTRACT
	Check Date 8/14/2008	Check Nbr	018121		Check Total:	63.00
23275 WINNEBAGO COUNTY TREASURER	LF113724	31100	54	10-304-250	9,086.20	LANDFILL FACILITY
	LF113724	31100	54	10-305-216	2,967.33	LANDFILL FACILITY
	LF113724	31266	54	10-307-216	1,601.05	LANDFILL FACILITY
	Check Date 8/14/2008	Check Nbr	018122		Check Total:	13,654.58
	081308	31100	21	04-301-000	659,927.94	WINNEBAGO COUNTY
	081308	31100	21	04-309-000	21,943.10	STATE OF WISCONSIN
	Check Date 8/14/2008	Check Nbr	018123		Check Total:	681,871.04
23374 WISCONSIN DEPARTMENT OF NATURL	081208	31100	56	07-101-206	25.00	PLANTING TREE SEMINAR/HUSS
	Check Date 8/14/2008	Check Nbr	018124		Check Total:	25.00
23455 WISCONSIN SUPPORT COLLECTIONS		31100	21	04-299-015	536.31	
		31100	21	04-299-016	138.40	
		31100	21	04-299-015	711.92	
	Check Date 8/14/2008	Check Nbr	018125		Check Total:	1,386.63
23545 WORLDWIDE INFORMATION INC	INV0170328	31100	52	08-101-216	114.00	VEHICLE REGISTRATION CHECKS
	Check Date 8/14/2008	Check Nbr	018126		Check Total:	114.00
Grand Total:					2,373,688.92	

CHANGE ORDER

DATE: August 13, 2008

CHANGE ORDER NO: Two (2)

CONTRACTOR: Carl Bowers & Sons Construction Co., Inc.

CONTRACT NO.: TIF 9 2006-07

PROJECT: Province Terrace

You are directed to make the changes noted below in the subject contract unit number.

Landscaping for Detention Pond

Item

3	Wet Prairie Seeding – 1,870 SY @ \$2.00 P/SY	DEDUCT:	\$ 3,740.00
4	Prairie Seeding - 5,680 SY @ \$1.35 P/SY	DEDUCT:	\$ 7,668.00
	Planting Beds – 1 LS @ \$11,408.00	ADD:	<u>\$ 11,408.00</u>
			\$ 0

The changes result in the following adjustments:

	CONTRACT - TOTAL	TIME
Prior to this Change Order	\$ 612,919.55	_____ Days
Adjustments per this Change Order	\$ 0	_____ Days
Current Contract Status	\$ 612,919.55	_____ Days

Directed/Authorized
City of Menasha Dept. of Public Works

Accepted

BY: _____

BY: _____

DATE: _____

DATE: _____

CHANGE ORDER NO. CO-1450701C-02 DATE July 21, 2008

KAEMPFER & ASSOCIATES, INC. PROJECT: WASTEWATER COLLECTION SYSTEM
Consulting Engineers REHABILITATION IMPROVEMENTS PHASE 3
Post Office Box 150 OWNER: CITY OF MENASHA
650 East Jackson Street 140 Main Street
Oconto Falls, WI 54154 Menasha, WI 54952

OWNER'S PROJECT NO.: _____ ENGINEER'S PROJECT NO.: E145-05.11

CONTRACTOR: DE GROOT, INC. CONTRACT DATE: November 12, 2007
COMPLETION DATE: July 21, 2008
REVISED COMPLETION DATE: August 29, 2008

ADDRESS: 4201 Champion Road
Green Bay, Wisconsin 54311-9801

CONTRACT: E145-07-01C, Sanitary Sewer Replacement

You are directed to make the changes noted below in the above contract and this Change Order becomes a part of your contract, subject to all the conditions thereof;

NATURE OF CHANGE: Contractor is granted a 39-day time extension for "unavoidable" delays to issue the final payment request and complete project closeout documentation.

ADDITIONAL NUMBER OF CONTRACT DAYS PROVIDED BY THIS CHANGE ORDER: 39 DAYS

Enclosures: None.

The changes result in the following adjustment of Contract Price:

Contract Price Prior to this Change Order	<u>\$212,233.57</u>
Net (Increase / Decrease) Resulting from this Change Order	<u>\$ 0.00</u>
Current Price, including this Change Order	<u>\$212,233.57</u>

The above changes are approved:

FOR THE ENGINEER: By: Taryn S. Nall Date: 7/22/08
Taryn S. Nall, P.E.

FOR THE OWNER: By: _____ Date: _____
Mark Radtke, P.E., Director of Public Works

The above changes are accepted:

FOR THE CONTRACTOR: DE GROOT, INC.
By: Mark De Groot Date: 7/28/08
Mark De Groot, President

CHANGE ORDER NO. CO-1450701B-02 DATE June 30, 2008

KAEMPFER & ASSOCIATES, INC. PROJECT: WASTEWATER COLLECTION SYSTEM
Consulting Engineers REHABILITATION IMPROVEMENTS PHASE 3
Post Office Box 150 OWNER: CITY OF MENASHA
650 East Jackson Street 140 Main Street
Oconto Falls, WI 54154 Menasha, WI 54952

OWNER'S PROJECT NO.: _____ ENGINEER'S PROJECT NO.: E145-05.11

CONTRACTOR: NATIONAL POWER RODDING CORPORATION CONTRACT DATE: November 15, 2007
COMPLETION DATE: June 30, 2008
REVISED COMPLETION DATE: August 29, 2008

ADDRESS: 2500 W. Arthington Street
Chicago, Illinois 60612-4108

CONTRACT: E145-07-01B, Sanitary Sewer Rehabilitation

You are directed to make the changes noted below in the above contract and this Change Order becomes a part of your contract, subject to all the conditions thereof;

NATURE OF CHANGE: The Contractor is granted a 60-day time extension for "unavoidable" delays to issue the final payment request and complete project closeout documentation.

ADDITIONAL NUMBER OF CONTRACT DAYS PROVIDED BY THIS CHANGE ORDER: 60 DAYS
Enclosures: None.

The changes result in the following adjustment of Contract Price:

Contract Price Prior to this Change Order	<u>\$150,459.73</u>
Net (Increase / Decrease) Resulting from this Change Order	<u>\$ 0.00</u>
Current Price, including this Change Order	<u>\$150,459.73</u>

The above changes are approved:

FOR THE ENGINEER: By: Taryn S. Nall Date: 7/22/08
Taryn S. Nall, P.E.

FOR THE OWNER: By: _____ Date: _____
Mark Radtke, P.E., Director of Public Works

The above changes are accepted:

FOR THE CONTRACTOR: NATIONAL POWER RODDING CORPORATION
By: Harold Kosova Date: 7/28/08
Harold Kosova, President



MEMORANDUM

To: Mayor and Common Council

From: PRD Tungate *BT*

Date: August 12, 2008

RE: PRD 2008-02 Change Order #1 and #2

After contract number PRD 2008-02 was approved, it was discovered that the contractor had inadvertently miscalculated a line item relating to fiberglass crack repair. The contractor voluntarily agreed to reduce this repair item by \$6,570.00.

City staff and our consultant believe it is in our best interest to take a part of this savings and put it toward additional fiberglass repair outside of the lined playing area. The net result would reduce the approved contract by \$2,287.80 to \$46,937.20, which is \$937.20 over the 2008 budgeted amount.

CHANGE ORDER

DATE: August 13, 2008

CHANGE ORDER NO: One (1)

CONTRACTOR: Valley Sealcoat, Inc.; W6265 Contractor Drive, Appleton, WI 54915

CONTRACT NO.: PRD 2008-02

PROJECT: Armor Crack Repair and Color Coating of Four Tennis Courts at Pleasants Park

You are directed to make the changes noted below in the subject contract unit number.

1	LS	Contractor agreed to reduction in fiberglass crack repair cost to original contract	\$6,570.00 DEDUCT
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The changes result in the following adjustments:

	CONTRACT - TOTAL	TIME
Prior to this Change Order	\$ 49,225.00	_____ Days
Adjustments per this Change Order	\$ - 6,570.00	_____ Days
Current Contract Status	\$ 42,655.00	_____ Days

Directed/Authorized
City of Menasha Dept. of Public Works

Accepted

BY: _____

BY: _____

DATE: _____

DATE: _____



MEMORANDUM

To: Mayor and Common Council

From: PRD Tungate *BT*

Date: August 12, 2008

RE: PRD 2008-02 Change Order #1 and #2

After contract number PRD 2008-02 was approved, it was discovered that the contractor had inadvertently miscalculated a line item relating to fiberglass crack repair. The contractor voluntarily agreed to reduce this repair item by \$6,570.00.

City staff and our consultant believe it is in our best interest to take a part of this savings and put it toward additional fiberglass repair outside of the lined playing area. The net result would reduce the approved contract by \$2,287.80 to \$46,937.20, which is \$937.20 over the 2008 budgeted amount.

CHANGE ORDER

DATE: August 13, 2008

CHANGE ORDER NO: Two (2)

CONTRACTOR: Valley Sealcoat, Inc.; W6265 Contractor Drive, Appleton, WI 54915

CONTRACT NO.: PRD 2008-02

PROJECT: Armor Crack Repair and Color Coating of Four Tennis Courts at Pleasants Park

You are directed to make the changes noted below in the subject contract unit number.

1,279 SF	Fiberglass repair to additional areas outside of lined court area	\$4,282.20 ADD
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The changes result in the following adjustments:

	CONTRACT - TOTAL	TIME
Prior to this Change Order	\$ 42,655.00	_____ Days
Adjustments per this Change Order	\$+ 4,282.20	_____ Days
Current Contract Status	\$ 46,937.20	_____ Days

Directed/Authorized
City of Menasha Dept. of Public Works

BY: _____

DATE: _____

Accepted

BY: _____

DATE: _____

CERTIFICATE OF PAYMENT

DATE: August 14, 2008

PAYMENT REQUEST: Three (3)

CONTRACTOR: Carl Bowers & Sons Construction Co., Inc.

ADDRESS: N1844 Maloney Rd., Kaukauna, WI 54130

CONTRACT UNIT NUMBER: TIF 9 2006-07

PROJECT DESCRIPTION: Province Terrace, Jennie Street and Norman Way

ORIGINAL CONTRACT AMOUNT	\$ 554,219.55
CHANGE ORDER NO: Two	AMOUNT: \$ 0
PREVIOUS CHANGE ORDER(S): \$58,700.00	
TOTAL CONTRACT AMOUNT (INCLUDING CHANGE ORDERS)	\$ 612,919.55
TOTAL EARNED TO DATE (SUMMARY ATTACHED)	\$ 496,198.95
LESS RETAINAGE	\$ 1,000.00
AMOUNT DUE	\$ 495,198.95
PREVIOUS PAYMENTS	\$ 449,477.29
AMOUNT DUE THIS PAYMENT	\$ 45,721.66

ESTIMATE PERIOD: from March 1, 2007 to August 14, 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. TIF 9 2006-07

**PROVINCE TERRACE & JENNIE STREET STORM SEWER & PAVING;
 NORMAN WAY STORM, SANITARY, WATER MAIN, & PAVING;
 PROVINCE TERRACE DETENTION BASIN**

**DATE: 8/14/08
 Payment No. Three**

ITEM	QUANTITY	DESCRIPTION	BASE BID		YTD	
			Unit Price	TOTAL	QUANTITY	TOTAL
		Traffic Control				
1	1	Lump Sum Traffic Control	\$ 300.00	\$ 300.00	1.00	\$ 300.00
		Traffic Control Sub Total		\$ 300.00		\$ 300.00

Storm Sewer

1	125	48" Storm Sewer (for Pond Outlet)/LF	\$ 90.00	\$ 11,250.00	121.00	\$ 10,890.00
2	197	30" Storm Sewer/LF	\$ 42.00	\$ 8,274.00	187.00	\$ 7,854.00
3	1,025	24" StormSewer (includes 245 LF for Pond Outlet)/LF	\$ 34.00	\$ 34,850.00	1038.50	\$ 35,309.00
4	748	18" Storm Sewer/LF	\$ 26.00	\$ 19,448.00	720.00	\$ 18,720.00
5	350	15" Storm Sewer/LF	\$ 24.00	\$ 8,400.00	355.50	\$ 8,532.00
6	260	12" Storm Sewer/LF	\$ 22.00	\$ 5,720.00	334.50	\$ 7,359.00
7	35.7	Standard 48" Manhole (8 - includes 2 east of pond)/VF	\$ 180.00	\$ 6,426.00	35.70	\$ 6,426.00
8	7.4	Standard 60" Manhole (1)/VF	\$ 245.00	\$ 1,813.00	7.40	\$ 1,813.00
9	6	Standard 72" Manhole (1)/VF	\$ 300.00	\$ 1,800.00	6.00	\$ 1,800.00
10	10	Storm Manhole Castings/each	\$ 275.00	\$ 2,750.00	10.00	\$ 2,750.00
11	14	Inlet w/Casting/each	\$ 950.00	\$ 13,300.00	14.00	\$ 13,300.00
12	1	12" Concrete Apron Endwall/each	\$ 800.00	\$ 800.00	1.00	\$ 800.00
13	1	30" Concrete Apron Endwall/each	\$ 1,250.00	\$ 1,250.00	0.00	\$ -
		Storm Sewer Sub Total		\$ 116,081.00		\$ 115,553.00

Grade & Gravel

1	18,150	Topsoil Stripping (R/W)/SY	\$ 0.30	\$ 5,445.00	18150.00	\$ 5,445.00
2	3,990	Street Excavation/CY	\$ 4.00	\$ 15,960.00	3701.00	\$ 14,804.00
3	4,796	Restoration (R/W)/SY	\$ 0.85	\$ 4,076.60	3938.00	\$ 3,347.30
4	1	Detention Pond Construction/Lump Sum	\$ 160,000.00	\$ 160,000.00	1.00	\$ 160,000.00
		Grade & Gravel Sub Total		\$ 185,481.60		\$ 183,596.30

ITEM	QUANTITY	DESCRIPTION	BASE BID		YTD
			Unit Price	TOTAL	
Asphalt Paving					
1	9,680	3-inch Asphaltic Pavement (E-1)/SY	\$ 8.50	\$ 82,280.00	\$ -
2	5,782	Crushed Aggregate Base Course/Ton	\$ 7.50	\$ 43,365.00	\$ 49,864.50
3	160	Sawcutting/LF	\$ 2.00	\$ 320.00	\$ 162.00
		Asphalt Paving Sub Total		\$ 125,965.00	\$ 50,026.50
Walking Trail Construction					
1	1,742	2.5-Inch Asphaltic Pavement (E-0.3)/SY	\$ 11.50	\$ 20,033.00	\$ -
2	773	Crushed Stone Base Course (3/4")/Ton	\$ 7.50	\$ 5,797.50	\$ 6,429.15
		Walking Trail Construction Sub Total		\$ 25,830.50	\$ 6,429.15
Landscaping (for Detention Pond)					
1	1,170	Rootstock Plantings/SY	\$ 5.75	\$ 6,727.50	\$ 3,450.00
2	240	Wetland Plug Plantings/SY	\$ 14.50	\$ 3,480.00	\$ -
3	1,870	Wet Prairie Seeding/SY	\$ 2.00	\$ 3,740.00	\$ -
4	5,680	Prairie Seeding/SY	\$ 1.35	\$ 7,668.00	\$ -
		Landscape Sub Total		\$ 21,615.50	\$ 3,450.00
Erosion Control					
1	1	Erosion Tracking Pads/each	\$ 500.00	\$ 500.00	\$ 500.00
2	3,785	Install & Maintain Silt Fence/LF	\$ 1.00	\$ 3,785.00	\$ 839.00
3	3	Ditch Check/each	\$ 100.00	\$ 300.00	\$ 100.00
4	22	Inlet Protection/each	\$ 75.00	\$ 1,650.00	\$ 1,800.00
		Erosion Control Sub Total		\$ 6,235.00	\$ 3,239.00
Excavation					
60	100	Excavation Below Subgrade (if needed)/CY	\$ 5.00	\$ 500.00	\$ 153.35
		Excavation Below Subgrade Sub Total		\$ 500.00	\$ 153.35
		Contract Total		\$ 482,008.60	\$ 362,747.30

ITEM	QUANTITY	DESCRIPTION	BASE BID		YTD
			Unit Price	TOTAL	

Alternate Bid 1 (Norman Way)

Sanitary Sewer

1	330	8" Sanitary Sewer (PVC-SDR35)/LF	\$ 25.00	\$ 8,250.00	438	\$ 10,950.00
2	24.2	Waterproof Manhole (3)/VF	\$ 135.00	\$ 3,267.00	24.06	\$ 3,248.10
3	2	Internal Manhole Chimney Seal/each	\$ 250.00	\$ 500.00	3	\$ 750.00
4	120	6" Lateral (4)/LF	\$ 12.00	\$ 1,440.00	123	\$ 1,476.00
5	2	Sanitary Manhole Castings/LF	\$ 275.00	\$ 550.00	3	\$ 825.00
Sanitary Sewer Subtotal Total				\$ 14,007.00		\$ 17,249.10

Water Main

1	498	8" PVC Water Main/LF	\$ 25.00	\$ 12,450.00	560	\$ 14,000.00
2	1	Furnish & Install Fire Hydrant/each	\$ 1,950.00	\$ 1,950.00	1	\$ 1,950.00
3	7	6" Hydrant Lead/LF	\$ 30.00	\$ 210.00	7	\$ 210.00
4	1	6" Valve/each	\$ 750.00	\$ 750.00	1	\$ 750.00
5	2	8" Valve/each	\$ 950.00	\$ 1,900.00	3	\$ 2,850.00
6	2	8" Tee/each	\$ 300.00	\$ 600.00	2	\$ 600.00
7	1	8" 22-1/2 degree Bend/each	\$ 200.00	\$ 200.00	0	\$ -
8	3	8" 45 degree Bend/each	\$ 200.00	\$ 600.00	1	\$ 200.00
Water Main Subtotal Total				\$ 18,660.00		\$ 20,560.00

Asphalt Paving

1	1813	3-inch Asphaltic Pavement (E-1)/SY	\$ 8.50	\$ 15,410.50	0	\$ -
2	1082	Crushed Aggregate Base Course/Ton	\$ 7.50	\$ 8,115.00	1082	\$ 8,115.00
3	80	Sawcutting/LF	\$ 2.00	\$ 160.00	81	\$ 162.00
Asphalt Paving Sub Total				\$ 23,685.50		\$ 8,277.00

Traffic Control

1	1	Lump Sum Traffic Control/LS	\$ 300.00	\$ 300.00	1	\$ 300.00
Traffic Control Sub Total				\$ 300.00		\$ 300.00

ITEM	QUANTITY	DESCRIPTION	BASE BID		YTD	
			Unit Price	TOTAL	QUANTITY	TOTAL

Storm Sewer

1	242	24" Storm Sewer/LF	\$ 34.00	\$ 8,228.00	278	\$ 9,452.00
2	150	12" Storm Sewer/LF	\$ 22.00	\$ 3,300.00	164.5	\$ 3,619.00
3	3.2	Standard 48" Manhole (1)/VF	\$ 180.00	\$ 576.00	6.19	\$ 1,114.20
4	4.1	Standard 60" Manhole (1) VF	\$ 245.00	\$ 1,004.50	3.69	\$ 904.05
5	2	Storm Manhole Castings/each	\$ 275.00	\$ 550.00	3	\$ 825.00
6	4	12" Inlet w/Casting/each	\$ 950.00	\$ 3,800.00	4	\$ 3,800.00
7	1	12" Concrete Apron Endwall/each	\$ 800.00	\$ 800.00	1	\$ 800.00
Storm Sewer Sub Total				\$ 18,258.50		\$ 20,514.25

Grade & Gravel

1	3,400	Topsoil Stripping (R/W)/SY	\$ 0.30	\$ 1,020.00	3400	\$ 1,020.00
2	360	Street Excavation/CY	\$ 4.00	\$ 1,440.00	288	\$ 1,152.00
3	1,247	Restoration (R/W)/SY	\$ 0.85	\$ 1,059.95	578	\$ 491.30
Grade & Gravel Sub Total				\$ 3,519.95		\$ 2,663.30

Erosion Control

1	480	Install & Maintain Silt Fence/LF	\$ 1.00	\$ 480.00	480	\$ 480.00
2	4	Inlet Protection/each	\$ 75.00	\$ 300.00	4	\$ 300.00
Erosion Control Sub Total				\$ 780.00		\$ 780.00
Alternate Bid Total				\$ 79,210.95		\$ 70,343.65

Lump Sum Deduct for Overland Hauling of Excavated Pond Material

			\$	7,000.00	1	\$ 7,000.00
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Total Contract

			\$	426,090.95		\$ 426,090.95
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MONTHLY STATEMENT OF UNIT PRICE CONTRACT AMOUNT

Request for: Partial Payment No. PR-1450701A-05 Date: August 5, 2008
(Partial/Final)

Project: Wastewater Collection System Rehabilitation Improvements, Phase 3

Owner: City of Menasha

Contractor: Insituform Technologies USA, Inc. E145-05.11

Original Contract Amount as Bid:	<u>\$1,582,723.00</u>
*(ADD)(DEDUCT) by Revised Quantities:	<u>\$0.00</u>
*Amount Added by Change Order:	<u>\$0.00</u>
*Amount Deducted by Change Order:	<u>\$0.00</u>
TOTAL CONTRACT THIS DATE:	<u>\$1,582,723.00</u>
Value of Work Completed to Date:	<u>\$1,032,252.00</u>
Less <u>2.5</u> Per Cent Retainable: OF TOTAL CONTRACT THIS DATE	<u>(\$39,568.08)</u>
Net Total:	<u>\$992,683.92</u>

Project on Schedule: X YES NO 65 % Complete

Record of Previous Payments:

1	<u>\$186,051.80</u>	<u>4/8/08</u>	6	<u> </u>	<u> </u>	11	<u> </u>	<u> </u>
2	<u>\$171,410.40</u>	<u>6/27/08</u>	7	<u> </u>	<u> </u>	12	<u> </u>	<u> </u>
3	<u>\$252,779.80</u>	<u>6/27/08</u>	8	<u> </u>	<u> </u>	13	<u> </u>	<u> </u>
4	<u>\$197,035.92</u>	<u>7/7/08</u>	9	<u> </u>	<u> </u>	14	<u> </u>	<u> </u>
5	<u> </u>	<u> </u>	10	<u> </u>	<u> </u>	15	<u> </u>	<u> </u>

Amount Previously Paid: \$807,277.92

AMOUNT DUE THIS REQUEST: \$185,406.00

This is to certify that, in accordance with the terms of the Contract, the Contractor is entitled to a payment in the amount requested.

Engineer's Approval for Payment
BY: Taryn S. Nall
Taryn S. Nall, P.E.
KAEMPFER & ASSOCIATES, INC.

Owner's Approval for Payment
BY: Mark Radtke
Mark Radtke, P.E., Dir. of Public Works
CITY OF MENASHA

* See Unit Price Contract Spreadsheet
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Unit Price Contract
 E145-07-01A Sanitary Sewer Lining
 July 29, 2008

PROJECT: Wastewater Collection System Rehabilitation Improvements Phase 3
 OWNER: City of Menasha
 CONTRACTOR: Insituform Technologies USA, Inc.

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE	BID QTY.	BID TOTAL	PREVIOUSLY REQUESTED		CURRENT REQUEST		REVISED * QUANTITY	TOTAL	ADD (+) DEDUCT (-)
						QTY.	TOTAL	QTY.	TOTAL			
1A	21-inch sanitary sewer CIPP lining	LF	\$64.00	1,006	\$64,384.00	0	\$0.00		\$0.00	0	\$0.00	-\$64,384.00
2A	18-inch sanitary sewer CIPP lining	LF	\$44.00	7,643	\$336,292.00	2,021	\$88,924.00		\$0.00	2,021	\$88,924.00	-\$247,368.00
3A	15-inch sanitary sewer CIPP lining	LF	\$37.00	2,547	\$94,239.00	0	\$0.00	2,939	\$108,743.00	2,939	\$108,743.00	\$14,504.00
4A	12-inch sanitary sewer CIPP lining	LF	\$31.00	13,417	\$415,927.00	6,921	\$214,551.00	2,473	\$76,663.00	9,394	\$291,214.00	-\$124,713.00
5A	10-inch sanitary sewer CIPP lining	LF	\$27.00	6,546	\$176,742.00	6,861	\$185,247.00		\$0.00	6,861	\$185,247.00	\$8,505.00
6A	8-inch sanitary sewer CIPP lining	LF	\$24.00	14,650	\$351,600.00	13,461	\$323,064.00		\$0.00	13,461	\$323,064.00	-\$28,536.00
7A	Pressure inject grouting lateral connection	EA	\$300.00	220	\$66,000.00	0	\$0.00		\$0.00	0	\$0.00	-\$66,000.00
8A	Pressure inject grout material as specified in Article C2.18	GAL	\$25.00	580	\$14,500.00	0	\$0.00		\$0.00	0	\$0.00	-\$14,500.00
OPTIONAL WORK ITEMS												
9A	12-inch sanitary sewer CIPP lining on Melissa St.	LF	\$30.00	399	\$11,970.00	0	\$0.00		\$0.00	0	\$0.00	-\$11,970.00
10A	10-inch sanitary sewer CIPP lining on Jefferson Street and Brighton Drive	LF	\$28.00	698	\$19,544.00	695	\$19,460.00		\$0.00	695	\$19,460.00	-\$84.00
11A	8-inch sanitary sewer CIPP lining on Eighth Street and Harding Street	LF	\$25.00	879	\$21,975.00	624	\$15,600.00		\$0.00	624	\$15,600.00	-\$6,375.00
12A	Pressure inject grouting lateral connection	EA	\$300.00	26	\$7,800.00	0	\$0.00		\$0.00	0	\$0.00	-\$7,800.00
13A	Pressure inject grout material as specified in Article C2.18	GAL	\$25.00	70	\$1,750.00	0	\$0.00		\$0.00	0	\$0.00	-\$1,750.00
TOTAL, PART A ITEMS 1A THROUGH 13A					\$1,582,723.00		\$846,846.00		\$185,406.00		\$1,032,252.00	-\$550,471.00

K:\E145\0511\PR\INSITUFORM\PR#5

MONTHLY STATEMENT OF UNIT PRICE CONTRACT AMOUNT

Request for: Partial Payment No. PR-1450701D-05 Date: August 1, 2008
 (Partial/Final)

Project: Wastewater Collection System Rehabilitation Improvements, Phase 3

Owner: City of Menasha

Contractor: Infrastructure Technologies, Inc. E145-05.11

Original Contract Amount as Bid:	\$312,491.00
*(ADD)(DEDUCT) by Revised Quantities:	\$0.00
*Amount Added by Change Order:	\$0.00
*Amount Deducted by Change Order:	(\$5,760.00)
TOTAL CONTRACT THIS DATE:	\$306,731.00
Value of Work Completed to Date:	\$137,878.60
Less <u>5</u> Per Cent Retainable:	(\$6,893.93)
Net Total:	\$130,984.67

Project on Schedule: X YES _____ NO 45 % Complete

Record of Previous Payments:

1	\$32,983.37	1/14/08	6	_____	_____	11	_____	_____
2	\$30,495.91	5/13/08	7	_____	_____	12	_____	_____
3	\$19,350.57	6/9/08	8	_____	_____	13	_____	_____
4	\$27,059.63	7/9/08	9	_____	_____	14	_____	_____
5	_____	_____	10	_____	_____	15	_____	_____

Amount Previously Paid: \$109,889.48

AMOUNT DUE THIS REQUEST: \$21,095.19

This is to certify that, in accordance with the terms of the Contract, the Contractor is entitled to a payment in the amount requested.

Engineer's Approval for Payment

BY: Taryn S. Nall
 Taryn S. Nall, P.E.
 KAEMPFER & ASSOCIATES, INC.

Owner's Approval for Payment

BY: _____
 Mark Radtke, P.E., Dir. of Public Works
 CITY OF MENASHA

* See Unit Price Contract Spreadsheet

Unit Price Contract
 E145-07-01D Sanitary Manhole Lining
 July 25, 2008

PROJECT: Wastewater Collection System Rehabilitation Improvements Phase 3
 OWNER: City of Menasha
 CONTRACTOR: Infrastructure Technologies, Inc.

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE	BID QTY.	BID TOTAL	PREVIOUSLY REQUESTED		CURRENT REQUEST		REVISED * QUANTITY	TOTAL	ADD (+) DEDUCT (-)
						QTY.	TOTAL	QTY.	TOTAL			
1D	Manhole concrete lining	VF	\$226.00	972	\$219,672.00	381.89	\$86,307.14	70.71	\$15,980.46	452.6	\$102,287.60	-\$117,384.40
2D	Sanitary sewer pipe connection	EA	\$75.00	268	\$20,100.00	106	\$7,950.00	20	\$1,500.00	126	\$9,450.00	-\$10,650.00
3D	Manhole flow channel construction to springline	EA	\$367.00	72	\$26,424.00	43	\$15,781.00	5	\$1,835.00	48	\$17,616.00	-\$8,808.00
4D	Manhole flow channel construction to 1-inch above crown of pipe	EA	\$580.00	39	\$22,620.00	9	\$5,220.00	2	\$1,160.00	11	\$6,380.00	-\$16,240.00
5D	Internal/external manhole chimney seal	EA	\$280.00	31	\$8,680.00	3	\$840.00	6	\$1,680.00	9	\$2,520.00	-\$6,160.00
6D	Urethane chimney seal	EA	\$210.00	31	\$6,510.00	0	\$0.00		\$0.00	0	\$0.00	-\$6,510.00
7D	Butyl and urethane chimney seal	EA	\$260.00	31	\$8,060.00	0	\$0.00		\$0.00	0	\$0.00	-\$8,060.00
8D	Butyl chimney seal	EA	\$50.00	18	\$900.00	19	\$950.00		\$0.00	19	\$950.00	\$50.00
	Deduct alternative bid item 1D for lining Manhole 614	EA	-\$475.00	1	-\$475.00	1	-\$475.00		\$0.00	1	-\$475.00	\$0.00
TOTAL, PART D ITEMS 1D THROUGH 8D							\$116,573.14		\$22,155.46		\$138,728.60	-\$173,762.40

CHANGE ORDER #CO-1450701D-01												
6D	Urethane chimney seal	EA	\$210.00	-26	-\$5,460.00	0	\$0.00		\$0.00	0	\$0.00	\$5,460.00
7D	Butyl and urethane chimney seal	EA	\$260.00	-14	-\$3,640.00	0	\$0.00		\$0.00	0	\$0.00	\$3,640.00
9D	Provide temporary concrete pavement restoration in place of permanent concrete restoration at manholes	EA	\$50.00	-30	-\$1,500.00	-21	-\$1,050.00	-1	-\$50.00	-22	-\$1,100.00	\$400.00
5D	Internal/external manhole chimney seal	EA	\$280.00	13	\$3,640.00	0	\$0.00		\$0.00	0	\$0.00	-\$3,640.00
8D	Butyl chimney seal	EA	\$50.00	24	\$1,200.00	3	\$150.00	2	\$100.00	5	\$250.00	-\$950.00
TOTAL CHANGE ORDER #CO-1450701D-01							-\$900.00		\$50.00		-\$850.00	\$4,910.00
TOTAL CONTRACT AMOUNT TO DATE							\$115,673.14		\$22,205.46		\$137,878.60	-\$168,852.40

K:\E1450511\UPR#5



August 13, 2008

Board of Public Works
City of Menasha
Menasha, WI 54952

RE: Traffic Study Report – Sixth Street and State Street

Members of the Board:

The Board of Public Works directed that a traffic study be made for determining the need for a traffic control signage change at the intersection of Sixth Street and State Street.

Attached to this letter is a copy of the Engineering Department's Traffic Study. The Traffic Study provides information relating to traffic volume, accident history and Manual on Uniform Traffic Control Devices (MUTCD) warrants for installation of regulatory signs.

In reviewing the information and from observation at the intersection, there is no apparent need to change the existing traffic control signage. I feel if the existing yield sign on State Street is obeyed and the speed limit enforced, pedestrian and vehicular traffic can move safely in the proximity of the intersection.

Sincerely,

Tim J. Montour
Engineering Supervisor

Attachments

C: Street file

Traffic Study – Sixth Street and State Street

Reason for Study

Alderman Pack received a phone call requesting “Stop” signs be placed on Sixth Street at the intersection with State Street due to excessive speed on Sixth Street.

Physical Conditions

Sixth Street is 48’ back of curb to back of curb. The street has a bituminous concrete surface with concrete curb and gutter. There are sidewalks on both sides of Sixth Street. The road right of way is 62’ wide and the area is single and multi-family residential with St. John the Baptist Catholic Church on the south side of Sixth Street east of State Street.

State Street is 33’ back of curb to back of curb. The street has a bituminous concrete surface with concrete curb and gutter. There are sidewalks on both sides of State St. The road right of way width is 56’ at the intersection and 60’ north of the intersection. The area is single family residential.

Currently there is a yield sign on State Street at the intersection with Sixth Street and the speed limit is 25 mph in the entire area. Parking is allowed on both sides of the street of the respective streets.

Criteria Used from MUTCD

Section 2B.05 STOP Sign Applications

Guidance:

STOP signs should be used if engineering judgment indicates that one or more of the following conditions exist:

- A. Intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law; (See recommendations)*
- B. Street entering a through highway or street; (Not applicable)*
- C. Unsignalized intersection in a signalized area; and/or (Not applicable)*
- D. High speeds, restricted view, or crash records indicate a need for control by the STOP sign. (See guidance below and recommendations)*

Standard:

Because the potential for conflicting commands could create driver confusion, STOP signs shall not be installed at intersections where traffic control signals are installed and operating except as noted in Section 4D.01.

Portable or part-time STOP signs shall not be used except for emergency and temporary traffic control zone purposes.

Guidance:

STOP signs should not be used for speed control.

STOP signs should be installed in a manner that minimizes the numbers of vehicles having to stop. At intersections where a full stop is not necessary at all times, consideration should be given to using less restrictive measures such as YIELD signs (see Section 2B.08).

2003 Edition Page 2B-7

Sect. 2B.05 to 2B.07

Once the decision has been made to install two-way stop control, the decision regarding the appropriate street to stop should be based on engineering judgment. In most cases, the street carrying the lowest volume of traffic should be stopped.

A STOP sign should not be installed on the major street unless justified by a traffic engineering study.

Support:

The following are considerations that might influence the decision regarding the appropriate street upon which to install a STOP sign where two streets with relatively equal volumes and/or characteristics intersect:

A. Stopping the direction that conflicts the most with established pedestrian crossing activity or school walking routes;

B. Stopping the direction that has obscured vision, dips, or bumps that already require drivers to use lower operating speeds;

C. Stopping the direction that has the longest distance of uninterrupted flow approaching the intersection; and

D. Stopping the direction that has the best sight distance to conflicting traffic.

The use of the STOP sign at highway-railroad grade crossings is described in Section 8B.08. The use of the STOP sign at highway-light rail transit grade crossings is described in Section 10C.04.

Traffic Count

Sixth Street (east of State St.) - 24 hour traffic count was taken on July 21-22, 2008 with a total of 753 vehicles
State Street (between Sixth St. and Seventh St.) - 24 hour traffic count was taken on July 23-24, 2008 with a total of 184 vehicles

Accident History

There have been five (5) accidents (see attached) at or near the intersection of Sixth and State Streets including the 600 block of Sixth St. and the 600 block of State St. since 1994. One accident involved a backing vehicle that struck a legally parked vehicle and one accident involved an individual pulling out of a parking stall.

Observations

While gathering information in the field at the intersection location and placing the loop counter in the roadway a number of observations were made;

- One resident I spoke with said their main concern was the speed of the cars driving on Sixth Street past their house. One individual in their family was struck by a car while riding their bicycle. There were no serious injury caused by this accident and it was not reported. She requests that "STOP" signs be placed on Sixth Street at State Street to slow traffic.
- Sight distance off of State Street is limited by existing homes in the area and parked vehicles on Sixth Street during church functions. Sight distance from Sixth Street north on State Street is limited by the same houses.
- Typically the local residents obey the speed limit due to knowledge of children in the area and the safety concerns. The abuse of the speed limit is normally during morning and afternoon commute.

Recommendations

As the Traffic Study points out, Guidance/Warrants for a Stop Sign Application from the MUTCD are not substantially satisfied at this intersection. Accident history and low volume of traffic do not warrant a stop sign on either leg of the intersection. Stop signs should not be used for speed control on Sixth Street. I believe the existing yield sign on State Street is warranted due to sight distance concerns. If the existing yield sign is obeyed and speed limit enforced, the traffic can flow safely along Sixth Street and State Street.

DETAILS OF ACCIDENT HISTORY

PERIOD STUDIED: FROM: TO:		0 MONTHS		ROUTE NUMBER/STREET NAME: Sixth St. LOCATION 600 block B MUNICIPALITY: Menasha COUNTY: Winnebago REFERENCE MARKERS / NODES: State - De Pere				CASE No. FILE: sixth_600blockB BY: cr DATE: 8/11/2008				
No.	DATE	TIME	# VEHICLES	S E V E R I T Y	L I G H T C O N D	R O A D C H A R	S U R F A C E	W E A T H E R	CONTRIB. FACTORS	ACC. TYPE	ACCIDENT DESCRIPTION	KEY #
2	7/10/2003	14:28	2	N/R	1	1			3	Back	unit 1 backing out of driveway, struck legally parked unit 2	
1	12/11/1994	9:01		PDO			1	1		OTH		

ACCIDENT SUMMARY SHEET

ROUTE: Sixth St.

LOCATION: 600 block B

MUNICIPALITY: Menasha

COUNTY: Winnebago

TIME PERIOD COVERED: -

REFERENCE MARKERS / NODES: State - De Pere

REMARKS: All Accidents

DATE: 8/11/2008

TIME OF DAY	# ACC	%	DIRECTION	# ACC	%	DIRECTION	# ACC	%
6 AM - 10 AM	1	50.0%	North	0	0.0%	Northeast	0	0.0%
10 AM - 4 PM	1	50.0%	South	1	50.0%	Northwest	0	0.0%
4 PM - 7 PM	0	0.0%	East	0	0.0%	Southeast	0	0.0%
7 PM - 12 AM	0	0.0%	West	1	50.0%	Southwest	0	0.0%
12 AM - 6 AM	0	0.0%	Total	2		Unspecified	0	0.0%
Unspecified	0	0.0%						
Total	2							

WEATHER	# ACC	%	ACCIDENT TYPE	# ACC	%	ACCIDENT TYPE	# ACC	%
Clear	1	50.0%	Rear End	0	0.0%	Pedestrian	0	0.0%
Cloudy	0	0.0%	Overtake	0	0.0%	Bicycle	0	0.0%
Rain	0	0.0%	Right Angle	0	0.0%	Parked Vehicle	0	0.0%
Snow	0	0.0%	Left Turn	0	0.0%	Backing	1	50.0%
Sleet/Hail/Freezing Rain	0	0.0%	Right Turn	0	0.0%	Run Off The Road	0	0.0%
Fog/Smog/Smoke	0	0.0%	Fixed Object	0	0.0%	Animal	0	0.0%
Unspecified	1	50.0%	Head On	0	0.0%	Other	1	50.0%
			Sideswipe	0	0.0%	Unspecified	0	0.0%
Total	2		Total	2				

SURFACE	# ACC	%
Dry	1	50.0%
Wet	0	0.0%
Mud/Slush	0	0.0%
Snow/Ice	0	0.0%
Unspecified	1	50.0%
Total	2	

ACCIDENT SEVERITY	# ACC	%
Fatal	0	0.0%
Injury	0	0.0%
Property Damage	1	50.0%
Non-Reportable	1	50.0%
Total	2	

TIME OF YEAR	# ACC	%
Winter (Dec-Feb)	1	50.0%
Spring (Mar-May)	0	0.0%
Summer (Jun-Aug)	1	50.0%
Fall (Sep-Nov)	0	0.0%
Total	2	

TYPE OF VEHICLE	# ACC	%
Passenger Cars	2	100.0%
Commercial Vehicles	0	0.0%
Total	2	

DAY OF WEEK	# ACC	%
Sunday	1	50.0%
Monday	0	0.0%
Tuesday	0	0.0%
Wednesday	0	0.0%
Thursday	1	50.0%
Friday	0	0.0%
Saturday	0	0.0%
Total	2	

LIGHT CONDITION	# ACC	%
Daylight	1	50.0%
Dawn/Dusk	0	0.0%
Night	0	0.0%
Unspecified	1	50.0%
Total	2	

SUMMARY OF ACCIDENT SEVERITY BY YEAR:

	0
Fatal Accidents	0
Injury Accidents	0
Property Damage Accidents	0
Non-Reportable Accidents	0
Total Accidents	0

ACCIDENT SUMMARY SHEET

ROUTE: Sixth St.

LOCATION: 600 block A

MUNICIPALITY: Menasha

COUNTY: Winnebago

TIME PERIOD COVERED: -

REFERENCE MARKERS / NODES: -

REMARKS: All Accidents

DATE: 8/11/2008

TIME OF DAY	# ACC	%	DIRECTION	# ACC	%	DIRECTION	# ACC	%
6 AM - 10 AM	0	0.0%	North	0	0.0%	Northeast	0	0.0%
10 AM - 4 PM	0	0.0%	South	0	0.0%	Northwest	0	0.0%
4 PM - 7 PM	1	100.0%	East	0	0.0%	Southeast	0	0.0%
7 PM - 12 AM	0	0.0%	West	0	0.0%	Southwest	0	0.0%
12 AM - 6 AM	0	0.0%	Total	-1		Unspecified	0	0.0%
Unspecified	0	0.0%						
Total	1							

WEATHER	# ACC	%	ACCIDENT TYPE	# ACC	%	ACCIDENT TYPE	# ACC	%
Clear	0	0.0%	Rear End	0	0.0%	Pedestrian	0	0.0%
Cloudy	0	0.0%	Overtake	0	0.0%	Bicycle	0	0.0%
Rain	0	0.0%	Right Angle	1	100.0%	Parked Vehicle	0	0.0%
Snow	0	0.0%	Left Turn	0	0.0%	Backing	0	0.0%
Sleet/Hail/Freezing Rain	0	0.0%	Right Turn	0	0.0%	Run Off The Road	0	0.0%
Fog/Smog/Smoke	0	0.0%	Fixed Object	0	0.0%	Animal	0	0.0%
Unspecified	1	100.0%	Head On	0	0.0%	Other	0	0.0%
			Sideswipe	0	0.0%	Unspecified	0	0.0%
Total	1		Total	1				

SURFACE	# ACC	%	ACCIDENT SEVERITY	# ACC	%
Dry	0	0.0%	Fatal	0	0.0%
Wet	0	0.0%	Injury	0	0.0%
Mud/Slush	0	0.0%	Property Damage	0	0.0%
Snow/Ice	0	0.0%	Non-Reportable	1	100.0%
Unspecified	1	100.0%	Total	1	
Total	1				

TIME OF YEAR	# ACC	%	TYPE OF VEHICLE	# ACC	%
Winter (Dec-Feb)	0	0.0%	Passenger Cars	2	100.0%
Spring (Mar-May)	0	0.0%	Commercial Vehicles	0	0.0%
Summer (Jun-Aug)	0	0.0%	Total	2	
Fall (Sep-Nov)	1	100.0%			
Total	1				

DAY OF WEEK	# ACC	%	LIGHT CONDITION	# ACC	%
Sunday	0	0.0%	Daylight	0	0.0%
Monday	0	0.0%	Dawn/Dusk	1	100.0%
Tuesday	0	0.0%	Night	0	0.0%
Wednesday	0	0.0%	Unspecified	0	0.0%
Thursday	0	0.0%	Total	1	
Friday	0	0.0%			
Saturday	1	100.0%			
Total	1				

SUMMARY OF ACCIDENT SEVERITY BY YEAR:

	0
Fatal Accidents	0
Injury Accidents	0
Property Damage Accidents	0
Non-Reportable Accidents	0
Total Accidents	0

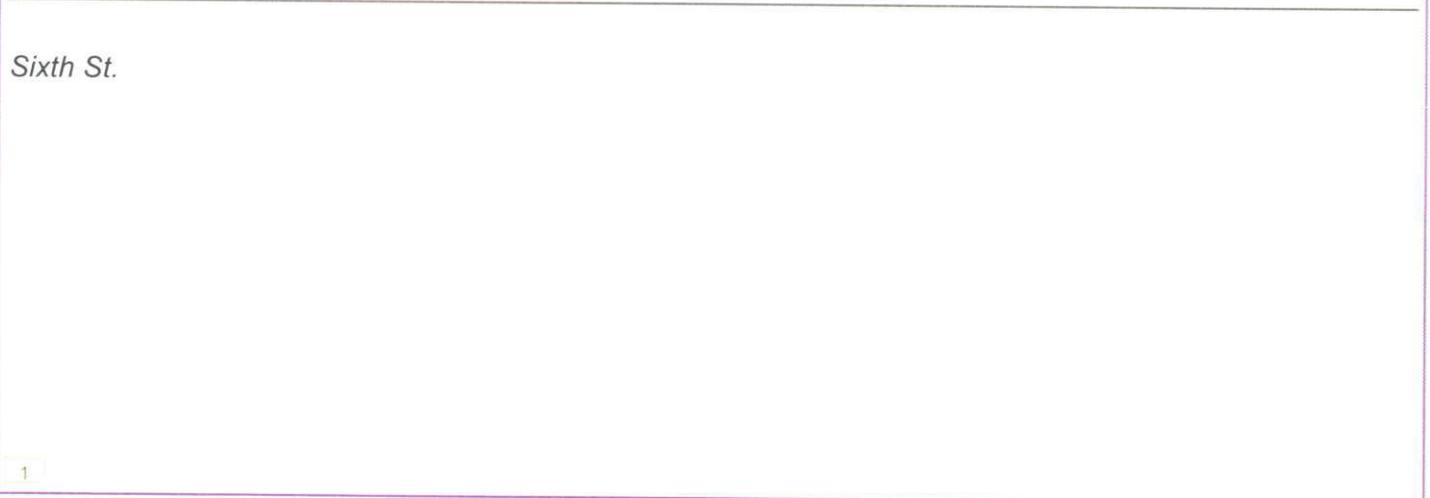
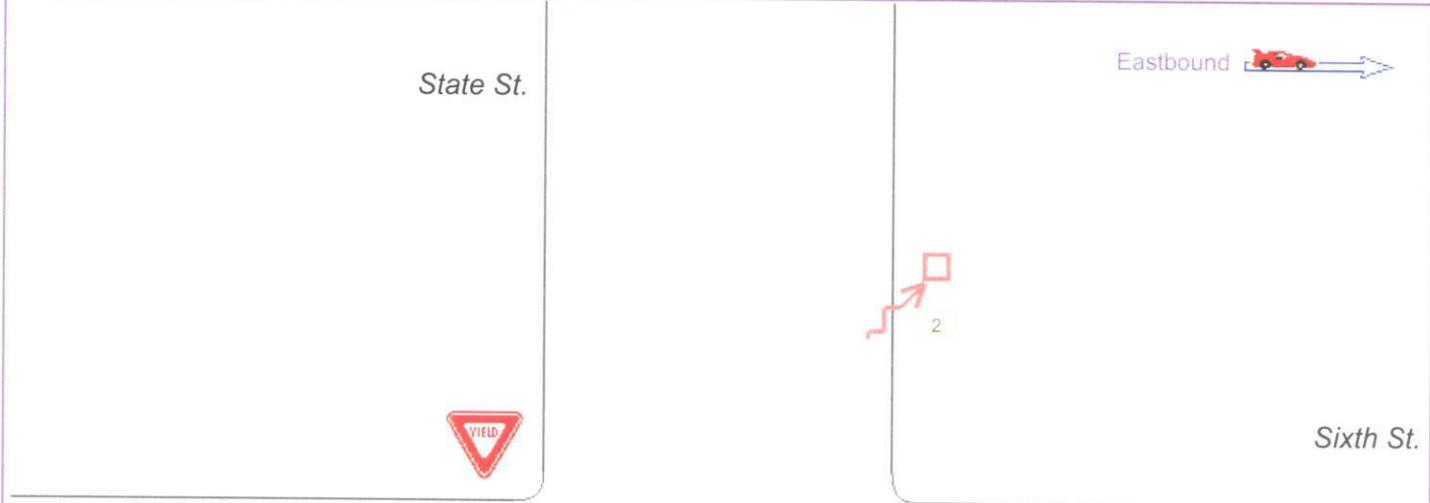
DETAILS OF ACCIDENT HISTORY

PERIOD STUDIED: FROM: TO:		0 MONTHS		# VEHICLES			S E V E R I T Y			L I G H T C O N D			R O A D C H A R			S U R F A C E			W E A T H E R			ROUTE NUMBER/STREET NAME: Sixth St. LOCATION at State St. MUNICIPALITY: Menasha COUNTY: Winnebago REFERENCE MARKERS / NODES:			CASE No. FILE: sixth_state BY: cr DATE: 8/11/2008																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
No.	DATE	TIME	#	S	E	V	E	R	I	T	Y	L	I	G	H	T	C	O	N	D	R	O	A	D	C	H	A	R	S	U	R	F	A	C	E	W	E	A	T	H	E	R	A	C	C	O	N	T	R	E	F	A	C	E	W	E	A	T	H	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T	R	E	R	A	C	C	O	N	T

COLLISION DIAGRAM

Key Number =

MUNICIPALITY: <i>Menasha</i>	COUNTY: <i>Winnebago</i>	FILE: <i>sixth_state</i>
INTERSECTION: <i>Sixth St.</i>		CASE #:
PERIOD: <i>0</i> YEARS <i>0</i> MONTHS FROM	TO	BY: <i>cr</i> DATE: <i>8/11/2008</i>



SYMBOLS		MANNER OF COLLISION	
MOVING VEHICLE	P PEDESTRIAN	REAR END	HEAD ON
TURNING VEHICLE	B BICYCLIST	LEFT TURN	RIGHT TURN
BACKING VEHICLE	A ANIMAL	LEFT TURN	RIGHT TURN
PARKED VEHICLE	FIXED OBJECT	OVERTAKE	RIGHT ANGLE
999 RECORD NUMBER	 Fatal	OUT OF CONTROL	SIDE SWIPE



August 13, 2008

Board of Public Works
City of Menasha
Menasha, WI 54952

RE: Traffic Study Report – Lawson Street and Madison Street

Members of the Board:

The Board of Public Works directed that a traffic study be made for determining the need for a traffic control signage at the intersection of Lawson Street and Madison Street.

Attached to this letter is a copy of the Engineering Department's Traffic Study. The Traffic Study provides information relating to traffic volume, accident history and Manual on Uniform Traffic Control Devices (MUTCD) warrants for installation of regulatory signs.

In reviewing the information and from observations at the intersection, there is no apparent need for traffic control signage at the above referenced intersection.

Sincerely,

Tim J. Montour
Engineering Supervisor

Attachments

C: Street file

Traffic Study – Lawson Street at Madison Street

Reason for Study

The Mayor received a request to investigate this intersection due to safety concerns as well as speeding and failure to yield to traffic.

Physical Conditions

Lawson Street is 33' back of curb to back of curb. The street has a bituminous concrete surface with concrete curb and gutter. There are concrete sidewalks on both sides of the street. The road right of way width is 50' and the area is single family residential.

Madison Street is 33' back of curb to back of curb. The street has a bituminous concrete surface with concrete curb and gutter. There are sidewalks on both sides of the street. The road right of way width is 50' and the area is single family residential. Madison Street to the east dead ends approximately 155' from Lawson Street at the railroad tracks. The railroad crossing at Madison Street was abandoned with an agreement with the railroad. Before the railroad crossing was abandoned, there were stop signs on Lawson Street at Madison Street. I believe this was because of truck traffic west on Madison Street to the treatment plant. When that truck traffic was moved to Garfield Avenue and Madison Street was no longer a through street, the stop signs were removed.

Currently there is no traffic control at the intersection and the speed limit is 25 mph in the entire area. Parking is allowed on both sides of the street of the respective streets.

Criteria Used from MUTCD

Section 2B.05 STOP Sign Applications

Guidance:

STOP signs should be used if engineering judgment indicates that one or more of the following conditions exist:

- A. Intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law; (See recommendations)*
- B. Street entering a through highway or street; (Not applicable)*
- C. Unsignalized intersection in a signalized area; and/or (Not applicable)*
- D. High speeds, restricted view, or crash records indicate a need for control by the STOP sign. (See recommendations)*

Standard:

Because the potential for conflicting commands could create driver confusion, STOP signs shall not be installed at intersections where traffic control signals are installed and operating except as noted in Section 4D.01.

Portable or part-time STOP signs shall not be used except for emergency and temporary traffic control zone purposes.

Guidance:

STOP signs should not be used for speed control.

STOP signs should be installed in a manner that minimizes the numbers of vehicles having to stop. At intersections where a full stop is not necessary at all times, consideration should be given to using less restrictive measures such as YIELD signs (see Section 2B.08).

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Sect. 2B.05 to 2B.07

Once the decision has been made to install two-way stop control, the decision regarding the appropriate street to stop should be based on engineering judgment. In most cases, the street carrying the lowest volume of traffic should be stopped.

A STOP sign should not be installed on the major street unless justified by a traffic engineering study.

Support:

The following are considerations that might influence the decision regarding the appropriate street upon which to install a STOP sign where two streets with relatively equal volumes and/or characteristics intersect:

- A. Stopping the direction that conflicts the most with established pedestrian crossing activity or school walking routes;*
- B. Stopping the direction that has obscured vision, dips, or bumps that already require drivers to use lower operating speeds;*
- C. Stopping the direction that has the longest distance of uninterrupted flow approaching the intersection; and*

D. Stopping the direction that has the best sight distance to conflicting traffic.

The use of the STOP sign at highway-railroad grade crossings is described in Section 8B.08. The use of the STOP sign at highway-light rail transit grade crossings is described in Section 10C.04.

Section 2B.08 YIELD Sign (R1-2)

Standard:

The YIELD (R1-2) sign (see Figure 2B-1) shall be a downward-pointing equilateral triangle with a wide red border and the legend YIELD in red on a white background.

Support:

The YIELD sign assigns right-of-way to traffic on certain approaches to an intersection. Vehicles controlled by a YIELD sign need to slow down or stop when necessary to avoid interfering with conflicting traffic.

Section 2B.09 YIELD Sign Applications

Option:

YIELD signs may be used instead of STOP signs if engineering judgment indicates that one or more of the following conditions exist:

A. *When the ability to see all potentially conflicting traffic is sufficient to allow a road user traveling at the posted speed, the 85th-percentile speed, or the statutory speed to pass through the intersection or to stop in a reasonably safe manner. (See recommendations)*

B. *If controlling a merge-type movement on the entering roadway where acceleration geometry and/or sight distance is not adequate for merging traffic operation. (Not applicable)*

C. *The second crossroad of a divided highway, where the median width at the intersection is 9 m (30 ft) or greater. In this case, a STOP sign may be installed at the entrance to the first roadway of a divided highway, and a YIELD sign may be installed at the entrance to the second roadway. (Not applicable)*

D. *An intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign. (See recommendations)*

Standard:

A YIELD (R1-2) sign shall be used to assign right-of-way at the entrance to a roundabout intersection.

Traffic Count

Lawson Street (between Abby Ave. and Madison St.) - 24 hour traffic count was taken on July 25-26, 2008 with a total of 235 vehicles

Madison Street (between Lawson St. and Mathewson St.) - 24 hour traffic count was taken on July 28-29, 2008 with a total of 90 vehicles

Accident History

There have been two reportable accidents in the vicinity of the intersection (see attached).

Observations

While gathering information in the field at the intersection location and placing the loop counter in the roadway the following observations were made;

- Existing houses in the area are close to the roadway and sight distance can be limited in the vision triangle
- Traffic on Madison Street is local to residents on Madison Street or Mathewson Street

Recommendations

As the Traffic Study points out, Guidance/Warrants for a Stop or Yield Sign Application from the MUTCD are not substantially satisfied at this intersection. Accident history and low volume of traffic do not warrant a yield sign or a stop sign on either leg of the intersection. The accident history does not provide evidence that the limited sight distance within the vision triangle is a safety issue. Normal right of way rule states that the vehicle that arrives first has the right of way. If two vehicles arrive simultaneously, the vehicle on the right has the right of way. Stop signs should not be used for speed control.

DETAILS OF ACCIDENT HISTORY

PERIOD STUDIED: FROM: TO: 0 MONTHS		ROUTE NUMBER/STREET NAME: <i>Lawson St.</i>			CASE No. FILE: <i>lawson_50block</i>							
		LOCATION <i>50 block</i>			BY: <i>cr</i>							
		MUNICIPALITY: <i>Menasha</i>			DATE: <i>8/11/2008</i>							
		COUNTY: <i>Winnebago</i>										
		REFERENCE MARKERS / NODES:										
No.	DATE	TIME	# VEHICLES	S E V E R I T Y	L I G H T C O N D	R O A D C H A R	S U R F A C E	W E A T H E R	CONTRIB. FACTORS	ACC. TYPE	ACCIDENT DESCRIPTION	KEY #
2	12/24/1999	20:32		INJ			6	1		FIXO		
1	1/19/1996	18:00		PDO			5	1		REN		

ACCIDENT SUMMARY SHEET

ROUTE: *Lawson St.*

LOCATION: *50 block*

MUNICIPALITY: *Menasha*

COUNTY: *Winnebago*

TIME PERIOD COVERED: -

REFERENCE MARKERS / NODES: -

REMARKS: *All Accidents*

DATE: *8/11/2008*

TIME OF DAY	# ACC	%
6 AM - 10 AM	0	0.0%
10 AM - 4 PM	0	0.0%
4 PM - 7 PM	1	50.0%
7 PM - 12 AM	1	50.0%
12 AM - 6 AM	0	0.0%
Unspecified	0	0.0%
Total	2	

DIRECTION	# ACC	%	DIRECTION	# ACC	%
North	3	75.0%	Northeast	0	0.0%
South	0	0.0%	Northwest	0	0.0%
East	0	0.0%	Southeast	0	0.0%
West	0	0.0%	Southwest	0	0.0%
Total	4		Unspecified	1	25.0%

WEATHER	# ACC	%
Clear	2	100.0%
Cloudy	0	0.0%
Rain	0	0.0%
Snow	0	0.0%
Sleet/Hail/Freezing Rain	0	0.0%
Fog/Smog/Smoke	0	0.0%
Unspecified	0	0.0%
Total	2	

ACCIDENT TYPE	# ACC	%	ACCIDENT TYPE	# ACC	%
Rear End	1	50.0%	Pedestrian	0	0.0%
Overtake	0	0.0%	Bicycle	0	0.0%
Right Angle	0	0.0%	Parked Vehicle	0	0.0%
Left Turn	0	0.0%	Backing	0	0.0%
Right Turn	0	0.0%	Run Off The Road	0	0.0%
Fixed Object	1	50.0%	Animal	0	0.0%
Head On	0	0.0%	Other	0	0.0%
Sideswipe	0	0.0%	Unspecified	0	0.0%
Total	2				

SURFACE	# ACC	%
Dry	0	0.0%
Wet	0	0.0%
Mud/Slush	1	50.0%
Snow/Ice	0	0.0%
Unspecified	1	50.0%
Total	2	

ACCIDENT SEVERITY	# ACC	%
Fatal	0	0.0%
Injury	1	50.0%
Property Damage	1	50.0%
Non-Reportable	0	0.0%
Total	2	

TIME OF YEAR	# ACC	%
Winter (Dec-Feb)	2	100.0%
Spring (Mar-May)	0	0.0%
Summer (Jun-Aug)	0	0.0%
Fall (Sep-Nov)	0	0.0%
Total	2	

TYPE OF VEHICLE	# ACC	%
Passenger Cars	0	0.0%
Commercial Vehicles	0	0.0%
Total	-1	

DAY OF WEEK	# ACC	%
Sunday	0	0.0%
Monday	0	0.0%
Tuesday	0	0.0%
Wednesday	0	0.0%
Thursday	0	0.0%
Friday	2	100.0%
Saturday	0	0.0%
Total	2	

LIGHT CONDITION	# ACC	%
Daylight	0	0.0%
Dawn/Dusk	0	0.0%
Night	0	0.0%
Unspecified	2	100.0%
Total	2	

SUMMARY OF ACCIDENT SEVERITY BY YEAR:	
	0
Fatal Accidents	0
Injury Accidents	0
Property Damage Accidents	0
Non-Reportable Accidents	0
Total Accidents	0

COLLISION DIAGRAM

Key Number =

MUNICIPALITY: <i>Menasha</i>	COUNTY: <i>Winnebago</i>	FILE: <i>lawson_50block</i>
INTERSECTION: <i>Lawson St.</i>		CASE #:
PERIOD: <u>0</u> YEARS <u>0</u> MONTHS	FROM	TO
		BY: <i>cr</i> DATE: <i>8/11/2008</i>

Northbound

Lawson St.



Lawson St.

2

SYMBOLS		MANNER OF COLLISION	
MOVING VEHICLE	P PEDESTRIAN	REAR END	HEAD ON
TURNING VEHICLE	B BICYCLIST	LEFT TURN	RIGHT TURN
BACKING VEHICLE	A ANIMAL	LEFT TURN	RIGHT TURN
PARKED VEHICLE	FIXED OBJECT	OVERTAKE	RIGHT ANGLE
RECORD NUMBER	Fatal	OUT OF CONTROL	SIDE SWIPE



August 13, 2008

Board of Public Works
City of Menasha
Menasha, WI 54952

RE: Traffic Study Report – Mathewson Street and Madison Street

Members of the Board:

The Board of Public Works directed that a traffic study be made for determining the need for a traffic control signage at the intersection of Mathewson Street and Madison Street.

Attached to this letter is a copy of the Engineering Department's Traffic Study. The Traffic Study provides information relating to traffic volume, accident history and Manual on Uniform Traffic Control Devices (MUTCD) warrants for installation of regulatory signs.

In reviewing the information and from observations at the intersection, there is no apparent need for traffic control signage at the above referenced intersection.

Sincerely,

Tim J. Montour
Engineering Supervisor

Attachments

C: Street file

S:\Public\Work\Projects\2008\Traffic\Study Mathewson Madison\13_2008\tdar

Traffic Study – Mathewson Street at Madison Street

Reason for Study

The Mayor received a request to investigate this intersection due to safety concerns and failure to yield to traffic.

Physical Conditions

Mathewson Street is 33' back of curb to back of curb. The street has a bituminous concrete surface with concrete curb and gutter. There are concrete sidewalks on both sides of the street. The road right of way width is 50' and the area is single family residential.

Madison Street is 33' back of curb to back of curb between Mathewson Street and Lawson Street. This section of street has a bituminous concrete surface with concrete curb and gutter. This section of Madison Street has sidewalk on both sides of the street with the exception of the Neenah-Menasha Sewerage Commission Treatment Plant property where there is no sidewalk. To the west of Mathewson Street there is no curb and gutter with a bituminous concrete pavement approximately 28' wide. There are no sidewalks located on this section of Madison Street and it dead ends approximately 150' to the west Mathewson Street. The road right of way width is 50' and the area single family residential with the Neenah-Menasha Sewerage Commission Treatment Plant on the north side of Madison Street.

Currently there is no traffic control at the intersection and the speed limit is 25 mph in the entire area. Parking is allowed on both sides of the street of the respective streets.

Criteria Used from MUTCD

Section 2B.05 STOP Sign Applications

Guidance:

STOP signs should be used if engineering judgment indicates that one or more of the following conditions exist:

- A. Intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law; (See recommendations)*
- B. Street entering a through highway or street; (Not applicable)*
- C. Unsignalized intersection in a signalized area; and/or (Not applicable)*
- D. High speeds, restricted view, or crash records indicate a need for control by the STOP sign. (See recommendations)*

Standard:

Because the potential for conflicting commands could create driver confusion, STOP signs shall not be installed at intersections where traffic control signals are installed and operating except as noted in Section 4D.01.

Portable or part-time STOP signs shall not be used except for emergency and temporary traffic control zone purposes.

Guidance:

STOP signs should not be used for speed control.

STOP signs should be installed in a manner that minimizes the numbers of vehicles having to stop. At intersections where a full stop is not necessary at all times, consideration should be given to using less restrictive measures such as YIELD signs (see Section 2B.08).

2003 Edition Page 2B-7

Sect. 2B.05 to 2B.07

Once the decision has been made to install two-way stop control, the decision regarding the appropriate street to stop should be based on engineering judgment. In most cases, the street carrying the lowest volume of traffic should be stopped.

A STOP sign should not be installed on the major street unless justified by a traffic engineering study.

Support:

The following are considerations that might influence the decision regarding the appropriate street upon which to install a STOP sign where two streets with relatively equal volumes and/or characteristics intersect:

- A. Stopping the direction that conflicts the most with established pedestrian crossing activity or school walking routes;*
- B. Stopping the direction that has obscured vision, dips, or bumps that already require drivers to use lower operating speeds;*
- C. Stopping the direction that has the longest distance of uninterrupted flow approaching the intersection; and*
- D. Stopping the direction that has the best sight distance to conflicting traffic.*

The use of the STOP sign at highway-railroad grade crossings is described in Section 8B.08. The use of the STOP sign at highway-light rail transit grade crossings is described in Section 10C.04.

Section 2B.08 YIELD Sign (R1-2)

Standard:

The YIELD (R1-2) sign (see Figure 2B-1) shall be a downward-pointing equilateral triangle with a wide red border and the legend YIELD in red on a white background.

Support:

The YIELD sign assigns right-of-way to traffic on certain approaches to an intersection. Vehicles controlled by a YIELD sign need to slow down or stop when necessary to avoid interfering with conflicting traffic.

Section 2B.09 YIELD Sign Applications

Option:

YIELD signs may be used instead of STOP signs if engineering judgment indicates that one or more of the following conditions exist:

A. When the ability to see all potentially conflicting traffic is sufficient to allow a road user traveling at the posted speed, the 85th-percentile speed, or the statutory speed to pass through the intersection or to stop in a reasonably safe manner. (See recommendations)

B. If controlling a merge-type movement on the entering roadway where acceleration geometry and/or sight distance is not adequate for merging traffic operation. (Not applicable)

C. The second crossroad of a divided highway, where the median width at the intersection is 9 m (30 ft) or greater. In this case, a STOP sign may be installed at the entrance to the first roadway of a divided highway, and a YIELD sign may be installed at the entrance to the second roadway. (Not applicable)

D. An intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign. (See recommendations)

Standard:

A YIELD (R1-2) sign shall be used to assign right-of-way at the entrance to a roundabout intersection.

Traffic Count

Mathewson Street (south of Madison Street) - 24 hour traffic count was taken on July 30-31, 2008 with a total of 89 vehicles

Madison Street (between Lawson and Mathewson) - 24 hour traffic count was taken on July 28-29, 2008 with a total of 90 vehicles

Accident History

There was one accident in the vicinity of the intersection (see attached).

Observations

While gathering information in the field at the intersection location and placing the loop counter in the roadway two observations were made;

- Treatment Plant property to the north of Madison St. at Mathewson St. can be accessed by a gated driveway north off of Madison St. According to plant personnel that driveway is only used when access cannot be made to the plant from Garfield Avenue. It is typically locked and not utilized.
- Existing houses in the area are close to the roadway and sight distance can be limited in the vision triangle.

Recommendations

As the Traffic Study points out, Guidance/Warrants for a Stop or Yield Sign Application from the MUTCD are not substantially satisfied at this intersection. State statutes assign right of way at an uncontrolled "T" intersection to the traffic along the top of the "T", meaning traffic on Mathewson Street should be yielding to traffic on Madison St. Accident history and low volume of traffic do not warrant a yield sign or a stop sign on either leg of the intersection. Traffic from the west on Madison Street is minimal as there is only one house west of Mathewson Street. Limited sight distance due to existing houses does not warrant signage as the accident history does not provide evidence of a problem. Stop signs should not be used for speed control.

DETAILS OF ACCIDENT HISTORY

PERIOD STUDIED: FROM: TO:		0 MONTHS		ROUTE NUMBER/STREET NAME: <i>Madison St.</i> LOCATION <i>at Mathewson St.</i> MUNICIPALITY: <i>Menasha</i> COUNTY: <i>Winnebago</i> REFERENCE MARKERS / NODES: -				CASE No. FILE: <i>radison_mathewsc</i> BY: <i>cr</i> DATE: <i>8/11/2008</i>				
No.	DATE	TIME	# VEHICLES	S E V E R I T Y	L I G H T C O N D	R O A D C H A R	S U R F A C E	W E A T H E R	CONTRIB. FACTORS	ACC. TYPE	ACCIDENT DESCRIPTION	KEY #
1	3/12/2004	22:59	2	PDO	4	1	1	1	2 40	Othr	car unit 1 was towing moved to right, hit legally parked unit 2	

ACCIDENT SUMMARY SHEET

ROUTE: *Madison St.* LOCATION: *at Mathewson St.*
MUNICIPALITY: *Menasha* COUNTY: *Winnebago*
TIME PERIOD COVERED: - REFERENCE MARKERS / NODES: -
REMARKS: *All Accidents* DATE: *8/11/2008*

TIME OF DAY	# ACC	%	DIRECTION	# ACC	%	DIRECTION	# ACC	%
6 AM - 10 AM	0	0.0%	North	2	100.0%	Northeast	0	0.0%
10 AM - 4 PM	0	0.0%	South	0	0.0%	Northwest	0	0.0%
4 PM - 7 PM	0	0.0%	East	0	0.0%	Southeast	0	0.0%
7 PM - 12 AM	1	100.0%	West	0	0.0%	Southwest	0	0.0%
12 AM - 6 AM	0	0.0%	Total	2		Unspecified	0	0.0%
Unspecified	0	0.0%						
Total	1							

WEATHER	# ACC	%	ACCIDENT TYPE	# ACC	%	ACCIDENT TYPE	# ACC	%
Clear	1	100.0%	Rear End	0	0.0%	Pedestrian	0	0.0%
Cloudy	0	0.0%	Overtake	0	0.0%	Bicycle	0	0.0%
Rain	0	0.0%	Right Angle	0	0.0%	Parked Vehicle	0	0.0%
Snow	0	0.0%	Left Turn	0	0.0%	Backing	0	0.0%
Sleet/Hail/Freezing Rain	0	0.0%	Right Turn	0	0.0%	Run Off The Road	0	0.0%
Fog/Smog/Smoke	0	0.0%	Fixed Object	0	0.0%	Animal	0	0.0%
Unspecified	0	0.0%	Head On	0	0.0%	Other	1	100.0%
Total	1		Sideswipe	0	0.0%	Unspecified	0	0.0%
			Total	1				

SURFACE	# ACC	%
Dry	1	100.0%
Wet	0	0.0%
Mud/Slush	0	0.0%
Snow/Ice	0	0.0%
Unspecified	0	0.0%
Total	1	

ACCIDENT SEVERITY	# ACC	%
Fatal	0	0.0%
Injury	0	0.0%
Property Damage	1	100.0%
Non-Reportable	0	0.0%
Total	1	

TIME OF YEAR	# ACC	%
Winter (Dec-Feb)	0	0.0%
Spring (Mar-May)	1	100.0%
Summer (Jun-Aug)	0	0.0%
Fall (Sep-Nov)	0	0.0%
Total	1	

TYPE OF VEHICLE	# ACC	%
Passenger Cars	2	100.0%
Commercial Vehicles	0	0.0%
Total	2	

DAY OF WEEK	# ACC	%
Sunday	0	0.0%
Monday	0	0.0%
Tuesday	0	0.0%
Wednesday	0	0.0%
Thursday	0	0.0%
Friday	1	100.0%
Saturday	0	0.0%
Total	1	

LIGHT CONDITION	# ACC	%
Daylight	0	0.0%
Dawn/Dusk	0	0.0%
Night	1	100.0%
Unspecified	0	0.0%
Total	1	

SUMMARY OF ACCIDENT SEVERITY BY YEAR:	
	0
Fatal Accidents	0
Injury Accidents	0
Property Damage Accidents	0
Non-Reportable Accidents	0
Total Accidents	0



City of Menasha • Office of the City Attorney
Jeffrey S. Brandt, City Attorney

MEMO

TO: Board of Public Works

FROM: Jeff Brandt JSB
Mark Radtke MR

SUBJECT: Tire disposal fees

DATE: July 31, 2008

It is recommended that the Board of Public Works establish tire disposal fees as follows:

<u>Car Tires</u> – 16” or less -	\$3.00/tire
<u>Truck tires</u> – Larger than 16” -	\$5.00/tire
<u>Tractor tires</u> –	\$7/tire

The County charges by weight for greater than five tires. If we establish these fees, the City will be able to capture enough at the per tire rate to meet the County fee. Since the ordinance needs to be approved prior to setting the fee, we recommend that the Common Council suspend the rules and pass 0 – 15 – 08 on August 4, 2008. The Board of Public Works should hold the fee change until the August 18, 2008 meeting and then approve the fees.

ORDINANCE O – 15 – 08

AN ORDINANCE RELATING TO DISPOSAL OF TIRES

Introduced by Alderman Pack

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

SECTION 1: Sec. 8 – 3 – 7 (n) is repealed and recreated to read as follows:

- (1) Tire Disposal Fees. Residents disposing of tires at the authorized site(s) are subject to a fee which will be established by the Board of Public Works to reflect the actual cost of tire disposal.
- (2) Method of collection of the fee established under Section 8-3-7(n)(2) shall be determined by the Board of Public Works. These fees may be changed from time to time as may be determined by the Board of Public Works, but not more than once each calendar year.
- (3) Tires Prohibited. No tires used by commercial or manufacturing establishments are permitted in the designated disposal areas.

SECTION 2: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____, 2008

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

Attorney's Note: This ordinance was drafted at the direction of the Chairman of the Board of Public Works and mirrors the current ordinance relating to microwaves



MEMORANDUM

To: Mayor and Common Council

From: PRD Tungate **BT**

Date: August 12, 2008

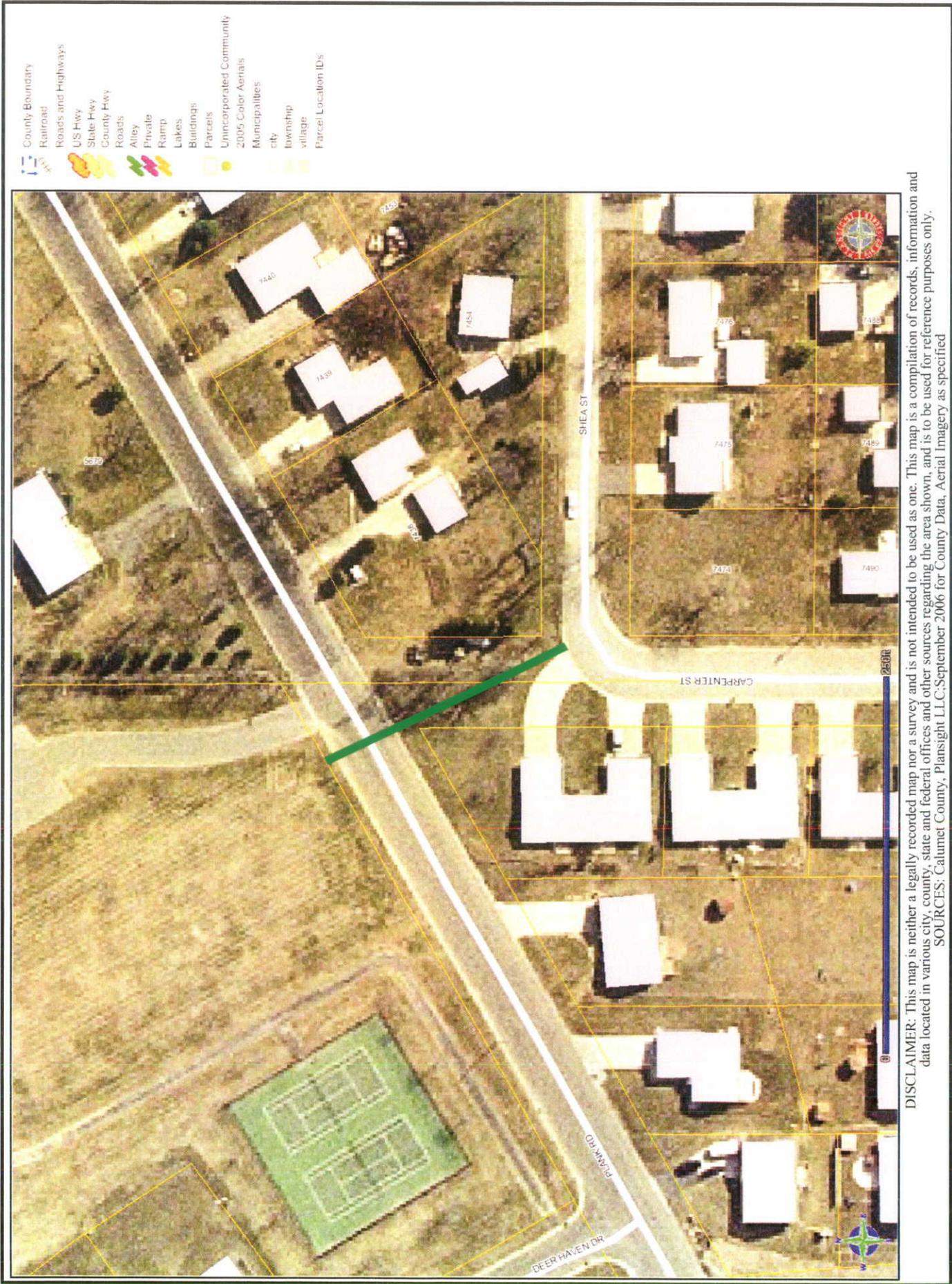
RE: Memorandum of Understanding Between the City of Menasha and the Town of Harrison – Carpenter Street/Barker Farm Park Bicycle/Pedestrian Access Trail

The attached Memorandum of Understanding (MOU) is a result of several months of discussions with Town of Harrison officials. This short trail link has both immediate and long term benefits. First, it provides a direct link into Barker Farm Park for city residents south of Manitowoc Road. Town of Harrison residents to the east of Carpenter Street will also benefit from this trail link. Both the Park Board and Plan Commission have previously endorsed this route.

Conceptual long term trail plans include extending an off road trail south of Carpenter Street, crossing Manitowoc Road and bringing it south all the way to Menasha Conservancy property. This future trail extension would require City of Appleton approval.

The Town of Harrison and the City of Menasha will split the cost of the project equally. The city has budgeted funds (31100-55-07-202-822) earmarked for Barker Farm Park development to carry out the project which is estimated to not exceed \$3,000.00. After the MOU is approved it would be our intent to connect an asphalt trail in the park to this new segment.

This project is a small but significant example of two municipalities working cooperatively for the good of both communities. This relationship will become even more important as future trail and a potential joint park project unfolds.



DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.
 SOURCES: Calumet County, Plansight LLC; September 2006 for County Data, Aerial Imagery as specified

MEMORANDUM OF UNDERSTANDING
between the
City of Menasha and the Town of Harrison

Relating to the joint development and maintenance of the
Carpenter Street bicycle/pedestrian trail access to Barker Farm Park

This agreement is entered into by and between the City of Menasha and the Town of Harrison, herein after called "Town" and the City of Menasha, herein after called "City"

WHEREAS, both communities support the regional need for a comprehensive bicycle/pedestrian trail system connecting adjoining communities; and,

WHEREAS, the regional need for such a trail system can best be met through cooperative efforts between municipalities including cooperative development of identified trails, and the sharing of costs of maintaining these recreational and transportation facilities; and,

WHEREAS, both the Town and City have the necessary funds and or force account labor and equipment to carry out the terms of this agreement.

NOW THEREFORE, it is hereby agreed between the parties as follows:

- A. It is accepted by both the City and the Town that both City and Town right of way (ROW) between Carpenter Street and Plank Road will be used for the trail.
- B. The exact location of the trail will be agreed upon by officials from each municipality before construction begins.
- C. City staff will engineer the trail.
- D. The trail will be 8' wide with a concrete surface to reduce long-term maintenance costs.
- E. The trail will run along the Carpenter Street joint City and Town ROW continuing across Plank Road to City park property.
- F. Project costs will include: all trail construction materials, equipment charges, labor, signage, pavement markings, and any other crossing design features to ensure a safe bicycle/pedestrian crossing of Plank Road. The City and Town will equally share in the final cost of the project estimated not to exceed \$6,000.00.
- G. Other than curb cuts, all trail construction work will be performed by City and Town crews; curb cuts will done by a contractor. All labor, equipment and materials expended by either the City or Town as well as contractor costs will be included in the final cost of the project.
- H. The City and Town agree to exchange certificates of insurance with at least \$1,000,000 liability coverage before work on the project begins. The certificate of insurance shall name each other as an additional insured.

- I. After completion of the project an invoice will be generated reflecting the project costs supplied by each party. The invoice will be sent from the party expending the most project costs to the other and will be due within 30 days.
- J. Except as provided in subsection K, the City and Town agree to equally share any future maintenance of the trail and crossing.
- K. Snow removal – In its sole discretion, the City may choose to remove snow on this joint trail. If the City removes snow, the City shall not invoice the Town for this work.

Passed and approved this _____ day of _____, 2008 by the Harrison Town Board.

Passed and approved this _____ day of _____, 2008 by the Common Council of the City of Menasha.

Joseph Sprangers
Chairman
Town of Harrison

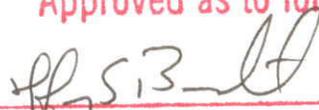
Donald J. Merkes
Mayor
City of Menasha

Witness:

Penny Weir
Town Clerk
Town of Harrison

Deborah A. Galeazzi
City Clerk
City of Menasha

Approved as to form

 8-13-08

Jeffrey S. Brandt, City Attorney

Map Attached

ORDINANCE O – 14 - 08

AN ORDINANCE RELATING TO YIELD SIGNS

Introduced by Alderman Benner

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

SECTION 1: Section 10 – 1 – 16 (b) (38) is created to read as follows:

Applewood Drive at Southfield Drive.

SECTION 2: Section 10 – 1 – 16 (b) (39) is created to read as follows:

Sweetbriar Lane at Southfield Drive.

SECTION 3: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____, 2008

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

ORDINANCE O – 16 – 08

AN ORDINANCE ADOPTING THE CITY OF MENASHA COMPREHENSIVE PLAN

Introduced by Mayor Merkes on the recommendation of the Plan Commission.

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

SECTION 1: Sec. 13 – 1 – 9 is created to read as follows:

The City of Menasha Year 2030 Comprehensive Plan establishes the goals, objectives, and strategies that shall serve as a basis for this zoning ordinance. All regulations or amendments adopted pursuant to this ordinance shall be generally consistent with the City of Menasha Year 2030 Comprehensive Plan as adopted and revised or updated. It is hereby determined that City of Menasha Year 2030 Comprehensive Plan is consistent with and meets the requirements of sec. 66.1001 Wis. Stats.

SECTION 2: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____, 2008

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

STAFF REPORT AND RECOMMENDATION

August 14, 2008

To: Menasha Common Council

Prepared by: Community Development Department

Agenda Item: City of Menasha Year 2030 Comprehensive Plan Adoption

General Information

Public Hearing: 8/4/08, 7:00 p.m.

The attached memo from Foth outlines the proposed changes to the text and maps of the recommended Year 2030 City of Menasha Comprehensive Plan stemming from the public hearing at the August 4, 2008 Common Council meeting and in response to comments on the plan forwarded from East Central Wisconsin Regional Planning Commission. It is our recommendation that the common council adopt the recommended Year 2030 City of Menasha Comprehensive Plan via ordinance O-16-08 with the changes and corrections as noted in the memorandum from Foth dated August 8, 2008.



Memorandum

August 8, 2008

TO: City of Menasha Council
CC: City of Menasha Plan Commission, Julie Heuvelman (Calumet County), John Williams (Foth)
FR: Christine Symchych, AICP, Foth Infrastructure & Environment, Greg Keil and Jessica Beckendorf, City of Menasha Department of Community Development
RE: City of Menasha 2030 Comprehensive Plan

Greetings Everyone!

This memo was created to help you review the public response from the hearing held August 4 2008 on the Recommended City of Menasha Year 2030 Comprehensive Plan. Public comment was taken at the hearing and was allowed to be submitted in writing until August 8, 2008.

We heard comments from six citizens at the hearing (five verbal, one written); East Central Regional Planning Commission submitted a letter in response to their review of the plan; the WDOA has reviewed the document and the required review matrix and has found the plan to be compliant with State Statute.

I have gone through the ECWRPC letter (attached) and made all comments and recommendations in the document with track changes so you can see my thoughts on the issues raised. I will similarly respond to citizens comments here and then, subsequently, summarize any recommended changes in the chapter by chapter format.

SUMMARY:

The public comments are summarized as follows:

Comments about the steam plant: There were a few comments regarding the city's support of the Steam Utility's debt. Regarding those issues I would suggest the following:

Adding to Issues and Opportunities (Section 1.6): There is concern that the city's pledge to support the debt of the Steam Utility limits the ability to fund other municipal capital projects.

In addition I would recommend adding text into section 4.10 which reads:

Steam Utility



Memorandum

The City of Menasha created a Steam Utility in 2004 to support local industry by providing lower cost energy for manufacturing operations. The steam plant also produces electrical energy which is sold to Wisconsin Public Power, Inc.

Comments about neighborhood land uses (erroneously called “spot zoning”): The Future Land Use map has been the topic of conversation for approximately two years. We have made an attempt to create a map that adequately addresses the needs of the community including commercial areas that can serve the individual neighborhoods. We do feel that this concept, as well as proposed locations, is appropriate as the community moves forward. We also understand that as conditions in the city change, this map may need to change to reflect that. Those changes over time can be dealt with by an amendment to the plan.

Given that we feel that the map is appropriate there is no recommended change at this time.

Comment about housing: A comment was made that the goals and objectives place emphasis on low and moderate-income housing without giving consideration to more high income housing options. Given that providing low- and moderate-income housing has shown to be an important concern of the city during the planning process, I would recommend keeping the language that refers to that with modifications as noted below:

Goal 3, Objective 1: Encourage a mix of housing types throughout the community and in new growth areas to be responsive to consumer demands for a variety of housing types. Housing should be available for households at all stages of the life cycle ***and at all income levels.***

Goal 7: Create ***(affordable)*** home ownership opportunities for ***all citizens including*** low- and moderate-income residents.

Goal 8: Maintain an adequate supply of ***(affordable)*** rental housing for ***all citizens including*** low- and moderate- income residents.

Comment on transportation map: There have been some inaccuracies pointed out on map 3.2 (Park and Recreation Facilities) related to existing trails. We will make sure that all trails are in their proper locations for the final printing of the document. There was also the issue raised about if some of the future trails are in the appropriate locations. That map was developed by The Park and Recreation Board in conjunction with the Plan Commission. The proper avenue for making changes to this map would be to start go at the Park and Recreation Board, bring suggestions to the Plan Commission, and then finally bring any agreed upon changes to the Council for final approval. I would recommend passing the plan with the existing map with the understanding that it may be reworked in the future to accommodate any changes that are deemed necessary after additional study and recommendations.



Memorandum

Comments about weeds and compost: While these items are not specifically addressed in the plan itself, I feel that these comments are thoughtful and pertinent to the city as it moves forward with its ordinance review. I would recommend that they be considered at that time for incorporation into the revised ordinances as appropriate. No action to the plan is recommended at this time.

ACTION ITEMS:

Given the feedback that we have received and the comments that we have made thus far, we would recommend that you consider the following changes to the plan. These items will need Council action. Changes can be considered on an individual basis or as a group:

Text Changes:

Chapter 1

Issues and Opportunities (Section 1.6)

Add text: There is concern that the city's pledge to support the debt of the Steam Utility limits the ability to fund other municipal capital projects.

Chapter 2

Goal 3, Objective 1:

Change text: Encourage a mix of housing types throughout the community and in new growth areas to be responsive to consumer demands for a variety of housing types. Housing should be available for households at all stages of the life cycle ***and at all income levels.***

Goal 7:

Change text: Create ***(affordable)*** home ownership opportunities ***for all citizens including*** low- and moderate-income residents.

Goal 8:

Change text: Maintain an adequate supply of ***(affordable)*** rental housing for ***all citizens including*** low-and moderate- income residents.

Chapter 4

Section 4.15

Add text under Public Buildings and Administrative Facilities and Services:

Short term: Continue to reference 2002 City of Menasha Facilities Assessment to determine needs for upgrades to municipal buildings. Coordinate with Capital Improvement Plan for scheduling and budgeting purposes.

Chapter 7

Section 7.2

Add the following text (Page 7-3):

The City of Menasha's staff actively participates on a number of key advisory committees of the Fox Cities Metropolitan Planning Organization (MPO) that deal with regional transportation planning issues.

Section 7.2

Add the following text in the public protection area of Section 7.2 (page 7-5 to 7-6):

The FoxComm initiative is a four county partnership including Outagamie, Calumet, Winnebago and Brown counties that links 33 Law Enforcement Agencies, 72 Fire Districts, and 33 EMS Districts together with one common Computer-Aided Dispatch System (CAD).

The system design allows all four counties to utilize shared hardware and software resources.

The CAD system impacts emergency response coordination between jurisdictions. By having a standard system that uses working technology, agency data is streamlined into an accessible database. Small and large agencies are dispatched to emergencies without delays, while each agency enters and stores data using standard rules. The system extends decision making on all governmental matters beyond county boundaries and encourages partnership efforts in areas of planning, budgeting and personnel deployment.

Chapter 7.3- Relationships with Other Governmental Units, Regional.

Add the following text:

The Year 2030 Fox Cities Sewer Service Area Plan, initially created in 1978, was most recently revised as part of the regional smart growth initiatives. The goals, objectives and policies of that document have been referenced as the groundwork for the establishment of 104 urban service area plans and boundaries throughout the region.

The plan states that "four overall goals have been identified. These goals and related objectives and policies pertain to growth management, urban service delivery, environmental resources and open space. Objectives and policies related to the goals point out the significant interrelationship between urban growth and land use, sanitary sewerage planning and the environment. Together, they provide a sound basis for determining a community's future growth".

Recommended Mapping Changes:

Map 4-2 Add Neenah/Menasha SSA Boundary to existing map



Memorandum

NON ACTION ITEMS:

In addition to those recommended changes that require Council action, there are some non-substantive related changes that have been made in the plan which do not require any action. They include:

Section 1.3 has been updated to reflect the hearing that took place. That new language now reads:

On June 17, 2008 the Plan Commission unanimously passed a resolution authorizing distribution of the City of Menasha Year 2030 Recommended Comprehensive Plan and recommending adoption of the document. A presentation of the plan including issues and opportunities, goals and objectives, and key policies and timelines was made to the Common Council on June 16, 2008.

The public hearing for the City of Menasha Year 2030 Recommended Comprehensive Plan was held on August 4, 2008. Public comment was taken at the hearing and was also allowed to be submitted in writing until August 8, 2008.

Minutes of these meetings are on record with the City of Menasha.

Additional text changes:

Please see attached ECWRPC letter to see specific text items that have been updated. You will note in the track changes that there are some comments which read "No Council action needed, change will be made as recommended". This indicates that the change is a correction to wording or a name of a program or something which does not change the intent or substance of the plan. They are considered to be updates of information rather than changes of intent.

Map changes:

Map 4-2: Correcting the erroneously placed existing bike paths to accurately reflect the current situation.

I recommend that you consider "***AN ORDINANCE TO ADOPT THE CITY OF MENASHA 2030 COMPREHENSIVE PLAN***" at your meeting on August 18 with any changes that you approve and note in your minutes.

Subsequent to the passing of the ordinance, I will work with the County to coordinate final printing of the document and equip the city staff with the distribution list for that document. We will work together to fill out the remaining paperwork related to the final steps in the county and state process. This is nothing more than just tying up the loose ends of paperwork.



Memorandum

I really do thank you for this opportunity to work with you. I know that will serve you well as you move forward with the Comprehensive Plan. My email is csymchych@foth.com and please do not hesitate to contact me should there be any issues or questions as you move forward with your planning efforts.



EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

400 Ahnaip Street, Suite 100, Menasha Wisconsin 54952-3100 (920) 751-4770 Fax (920) 751-4771
Website: www.eastcentralrpc.org Email: staff@eastcentralrpc.org

*An Economic Development District and Metropolitan Planning Organization
Serving the East Central Wisconsin Region for over 35 years
- A Recipient of the 2007 Foth Good Government Award -*



August 4, 2008

Jessica Beckendorf, Associate Planner
City of Menasha
140 Main Street
Menasha, WI 54952

RE: Preliminary Advisory Comments on the Recommended City of Menasha Year 2030 Draft Comprehensive Plan (EC Review #2008-069)

Dear Ms. Beckendorf:

Please accept this letter offering East Central's preliminary advisory comments on the recommended City of Menasha Year 2030 Draft Comprehensive Plan. The Commission would like to commend the City for initiating and undertaking the preparation of a Smart Growth plan and, in general, we feel that it is complete and meets the standards of the smart growth requirements. As part of East Central's review, advisory comments were generated by staff and are attached to this letter. If you have any questions, or if you need further clarification or assistance regarding any of these suggestion, please feel free to contact the particular staff person directly.

Additionally, as you are likely aware, in February 1996 the East Central Wisconsin Regional Planning Commission (ECWRPC) adopted the Long Range Transportation/Land Use Plan for the Fox Cities, Oshkosh and Fond du Lac Urban Areas: Addendum (with updates done in 2000). Within the Addendum are policies which require communities in these urban areas to have an ECWRPC approved and locally adopted comprehensive plan in place in order to receive amendments or additional sewer service allocations beyond that delineated in the most recent Sewer Service Area Plan. These policies were developed by a technical advisory committee (the Land Use Advisory Committee) comprised of local officials, sanitary district representatives, representatives of government agencies, and interested citizens. **A community's plan may be adequate for community planning purposes; but in order to modify the current sewer service area (SSA) boundary, the adopted plan must be reviewed by East Central staff and certified by the Commission's Community Facilities Committee.**

Jessica Beckendorf
August 4, 2008
Page 2

The purpose of the secondary review is to certify the plan for East Central purposes, and therefore our preliminary comments should not be considered as certification for this purpose. Also, **since the City's plan has not been adopted, be aware that our secondary, more formal review will take place once the plan is formally adopted.** Certification after local adoption allows the Commission to: 1) consider the City's approved recommendations, rather than make decisions on proposed recommendations, which may or may not meet with City approval, and; 2) it allows us to ensure that any comments offered by neighboring or overlapping jurisdictions were adequately addressed so that horizontal/vertical consistency is achieved.

Again we applaud the effort of the community and individuals who have dedicated a significant amount of time on this process to produce a very detailed and comprehensive land use plan. A good example of your dedication to producing a 'community' plan is seen in the City's efforts with public participation opportunities (e.g. focus groups, surveys, etc). We thank the City for the opportunity to review and comment on the City's planning efforts and we stand by ready to assist in addressing these and future planning and development issues. If the Commission can be of further assistance, please do not hesitate to contact us.

Sincerely,

Kathleen Thunes, P.E.
Principal Planner

c: Todd A. Verboomen, ECWRPC
Joe Huffman, ECWRPC
Eric Fowle, ECWRPC
Winnebago Co. ECWRPC Commissioners
Calumet Co. ECWRPC Commissioners

East Central Staff - Comprehensive Plan Review and Recommendations

Chapter 1: Issues and Opportunities-----	Kara Homan
Chapter 2: Population and Housing-----	Kara Homan
Chapter 3: Transportation-----	Walt Raith
Chapter 4: Utilities and Community Facilities-----	Kathy Thunes, Todd Verboomen
Chapter 5: Agricultural, Natural, and Cultural Resources----	Todd Verboomen, Ed Kleckner
Chapter 6: Economic Development-----	Kara Homan
Chapter 7: Intergovernmental Cooperation-----	Eric Fowle
Chapter 8: Land Use-----	Eric Fowle
Chapter 9: Implementation-----	Eric Fowle
Comprehensive Plan Summary Document-----	Todd Verboomen

City of Menasha Draft 2030 Comprehensive Plan Review and Recommendations – 7/31/08

Chapter 3: Transportation

A. 3.9 - Existing State and Regional Transportation Plans and Coordination

- o The Plan discusses an ongoing study for USH 10/STH 441 on pages 3-18 and 3-19. The USH 10/STH/ 441/USH 41 interchange study has been completed for a number of years. The only thing not in place is the funding to implement the plan.

No Council action needed, language will be changed to:

U.S 10/STH 441 is a vital regional transportation link serving the Fox Cities urban area including communities in Calumet, Outagamie, and Winnebago Counties. The WDOT completed a study that evaluated the impacts of expanding USH 10/STH 441 from four to six lanes. Additionally, the study reviewed upgrading USH 10/STH 441 interchanges. Funding is not yet available to implement the recommendations of the study.

- o Regional Plans - (page 3-19) – East Central is not the MPO for all of the counties within our region, only the portions of Calumet, Outagamie and Winnebago that comprise the federally designated urbanized area. Staff suggest re-writing this paragraph as follows:

The East Central Wisconsin Regional Planning Commission serves the counties of Calumet, Fond du Lac, Green Lake, Marquette, Menominee, Outagamie, Shawano, Waupaca, Waushara and Winnebago. ECWRPC is also the designated Metropolitan Planning Organization (MPO) for the Fox Cities Urbanized Area that includes the City of Menasha. Every urbanized area in the nation over 50,000 in population are required to establish an MPO charged with preparing a long range transportation plan to meet federal requirements for various funding. Services provided by.....

No Council action needed, language will be changed as suggested

- Long-Range Transportation/Land Use Plan, Fox Cities Urbanized Area, 2005 (Page 3-19) - The following sentence could be added after the first sentence about TEA 21 Planning requirements:

The Long Range Plan for the Fox Cities Urbanized Area was amended in 2007 to meet the requirements of the new federal transportation bill SAFETEA-LU enacted in 2005.

No Council action needed, language will be changed as suggested

B. 3.14 - Transportation Programs and Resources

- The Wisconsin Department of Transportation has a long list of programs for local governments on their website. East Central could also provide a list of programs and resources if requested.

No Council action needed but we will incorporate programs as suggested by ECWRPC

- It should be noted that probably the largest portion of transportation funding is derived from General Transportation Aids (GTA). The Fox River Navigation Authority would be way down on the list, if included at all. What program do they provide to the City of Menasha (other than the lock operation?).
- No change recommended
- Pavement Surface Evaluation and Rating (PASER) (Page 3-29) - PASERWARE is discussed as software that can assist with funding and project decisions. PASERWARE is no longer available or supported. The Wisconsin Information for Local Roads (WISLR) has replaced PASERWARE and will perform much of the same functions and can be accessed via the internet. Information about WISLR is also available on WisDOT's web site.
- No Council action needed but language will be changed to reflect this change.

Chapter 4: Utilities and Community Facilities:

Background sub-elements 4.2 – 4.14 contained a basic listing of facilities within the inventory, however; not much explanation was given of the actual condition or ability of the facilities to meet current or future conditions. It was apparent however, that the City did a very good job of enhancing this inventory through their own listing of their short and long term needs. While most of these needs were not actually facility orientated, we feel that the needs identified in sub-element 4.15 will be very useful to the City as they proceed into the future. The goals, objectives and recommendations that are contained in the chapter incorporate these needs in an easy to read format.

- A. The City may want to consider the following two items if not already done so:

- Currently not all departments are housed at City Hall. Specifically the health department has offices elsewhere. The City may want to consider, in the future, modifications to City Hall or a new building so that all departments can be housed in the same building.

Recommendation: No change needed

- Secondly, the public works building was missing from the report. The City may want to address the condition of this building and its ability to meet current and future conditions.

Recommendation: Generally reference the 2002 City of Menasha Facilities Assessment in Section 4.15 (Expansion or Rehabilitation of Existing Utilities and Facilities, Approximate Timetable)

Additionally, the public works building was added to the list of city owned facilities in section 4.2.

B. 4.11 - Sanitary Sewer:

- Wastewater Treatment - This paragraph states: "Growth forecasts from the East Central Regional Planning Commission's 2006 Sewer Service Area Plan Updated indicate that the plant should have adequate capacity to the year 2030" should be changed to: *The NMSC WWTF should have adequate capacity to the year 2030, according to forecasted growth for the Neenah/Menasha SSA illustrated in the Fox Cities 2030 Sewer Service Area Plan administered by East Central Wisconsin Planning Commission and approved by the WDNR on February 13, 2008.*

No Council action needed- language will be changed as suggested

- Wastewater Collection – The missing Town of Menasha Utility District's hook-up totals should be completed for the final report. The Neenah/Menasha SSA Plan lists the existing population and number of households, but does not list the total number of hook-ups by type. This information will need to be obtained through the District.
- No action needed- numbers will be updated and included in the plan in the spaces provided in the text.
- Map 4.2 – Is titled as Sewer Service Area; however this does not illustrate the Neenah/Menasha SSA or its associated Planning Area. Please find enclosed a copy of the approved Neenah/Menasha 2030 SSA map illustrating the 2030 SSA boundary and the 2050 Planning Area boundary
- Recommendation: Add Neenah/Menasha SSA boundary onto Map 4.2

C. 4.17 - Utilities & Community Facilities Goals and Objectives:

- The Neenah/Menasha 2030 SSA Plan implementation goals and recommendations should be referred to or incorporated within the Goals and Objectives section.

While our plan wording is sometimes slightly different than the Fox Cities 2030 SSA Plan, the plan goals and objectives are incorporated into the plan in various locations. I don't see anything of note in the plan that is not covered in our document in either Chapter 4 or 5.

I would recommend making reference to the Plan in the following way:
Add the description of the plan in Chapter 7.3- Relationships with Other Governmental Units, Regional.

The Year 2030 Fox Cities Sewer Service Area Plan, initially created in 1978, was most recently revised as part of the regional smart growth initiatives. The goals, objectives and policies of that document have been referenced as the groundwork for the establishment of 104 urban service area plans and boundaries throughout the region.

The plan states that "four overall goals have been identified. These goals and related objectives and policies pertain to growth management, urban service delivery, environmental resources and open space. Objectives and policies related to the goals point out the significant interrelationship between urban growth and land use, sanitary sewerage planning and the environment. Together, they provide a sound basis for determining a community's future growth".

GREG NEED A FEW SENTENCES ABOUT HOW MENASHA IS RELATED TO THIS

Chapter 5: Agricultural, Natural and Cultural Resources:

A. 5.5 - Watershed and Drainage

- The 1st paragraph (Page 5-7) states that the City is drained by the Fox River/Appleton, Lake Winnebago North, Little Lake Butte de Morts, and Plum Creek watersheds all part of the Fox Wolf drainage basin.

The WDNR's Drainage Basin and sub-watershed boundaries mapping shows that the majority of the City falls within the Little Lake Butte des Morts and the Lake Winnebago East and West Sub-watersheds. A small portion of the City falls within the Plum Creek and Kankapot Creeks Sub-watershed and the Fox River/Appleton Sub-watershed is located just north and northwest of the City's cooperated limits. These Sub-watersheds are part of the Upper Fox and Lower Fox Drainage Basins.

No Council action needed, language will be changed as suggested

B. 5.18 – Agricultural, Natural, and Cultural Resources Programs and Resources

- Fox River Navigational **System** (note, change all references) Authority (Page 5-33) - The second paragraph should be changed to read "The Authority consists of **nine** members nominated by the Governor, and with the advice

and consent of the senate, **and are** appointed,” Also, the following sentence should be added to the end of this paragraph: ***The three remaining members provide representation from the Wisconsin Department of Transportation, the Wisconsin Department of Natural Resources, the Wisconsin Historical Society.***

No Council action needed, change will be made as suggested

- The Wisconsin Historical Society (WHS) (Page 5-37) – The old acronym “WisAHRD” used in the third line should be replaced with ***Wisconsin Historical Preservation Database (WHPD)***.
- No Council action needed, change will be made as suggested

Chapter 6: Economic Development

A. 6.7 - Additional Economic Planning Initiatives

- Highway 41 International Development Program (Page 6-22) – This program has recently been renamed the Northeast Wisconsin International Development Program.
- No Council action needed, change will be made as suggested

B. 6.11 – Economic Development Programs and Resources

- The North East Wisconsin Regional Economic Partnership (NEWREP) should be added within the economic development programs.
- No Council action needed, change will be made as suggested

Chapter 7 & 8: Intergovernmental Cooperation & Land Use

Overall, the Intergovernmental Cooperation, Land Use, and Implementation elements are well done and quite exhaustive in terms of their content. A detailed list of the City’s interactions with neighboring and overlapping governments is provided along with solid recommendations and strategies for improving upon these relationships. Additionally, East Central is encouraged to see the mention and incorporation of new planning and development concepts such as LID, LEED, TND, etc. The six principles for land use mentioned in Section 8.9 are wonderful and the City will need to keep these items in mind when looking at any future changes in land use. A few minor suggestions are provided below:

A. 7.2 – Inventory of Existing Agreements (Page 7-2)

- As part of the transportation assessment you could mention that the City is part of the Fox Cities Metropolitan Planning Organization (MPO) and that City staff actively participate on a number of key advisory committees which deal with regional transportation planning issues;

Recommendation: Add the following text into the transportation area of Section 7.2 (Page 7-3):

The City of Menasha's staff actively participates on a number of key advisory committees of the Fox Cities Metropolitan Planning Organization (MPO) that deal with regional transportation planning issues.

B. 7.4 - Intergovernmental Opportunities, Conflicts, and Resolutions (Page 7-11)

- The City might consider adding East Central as an entity which can assist on road ratings and maintenance issues as our staff is well versed in WisDOT's WISLR (formerly PASERWARE) program and software;
- No Council action needed, change will be made as recommended
- Is the city part of the FOXCOMM initiative? If so, it should be mentioned in the appropriate intergovernmental section (infrastructure?);

The city is part of the FOXCOMM initiative.

Recommendation: Add the following text in the public protection area of Section 7.2 (page 7-5 to 7-6):

The FoxComm initiative is a four county partnership including Outagamie, Calumet, Winnebago and Brown counties that links 33 Law Enforcement Agencies, 72 Fire Districts, and 33 EMS Districts together with one common Computer-Aided Dispatch System (CAD).

The system design allows all four counties to utilize shared hardware and software resources.

The CAD system impacts emergency response coordination between jurisdictions. By having a standard system that uses working technology, agency data is streamlined into an accessible database. Small and large agencies are dispatched to emergencies without delays, while each agency enters and stores data using standard rules. The system extends decision making on all governmental matters beyond county boundaries and encourages partnership efforts in areas of planning, budgeting and personnel deployment.

C. Supply, Demand, and Price Trends (Page 8-9)

- While the overall city assessed value information is helpful, typically, most plans also provide an analysis of individual lot sales/home prices for residential and commercial acreage using several years worth of recent data;

No change recommended- the state has said the plan is compliant as is and I would disagree that most plans provide this type of information.

D. 8.5 - Projected Supply and Demand of Land Uses over Planning Period (Page 8-11)

- You may wish to further explain to the reader that the City is aware that some level of Ag/Open Space/Forest will be maintained throughout the planning period for use as public recreation lands. As the table illustrates, a decline in this use is forecasted simply because new development will consume these lands.

No change recommended- I feel that the text already explains this adequately.

RESOLUTION R – 16 – 08

A RESOLUTION TRANSFERRING FUNDS

Introduced by Alderman Wisnseki.

WHEREAS, in 2005 the City of Menasha changed to Solomon financial software which is made available through Wisconsin Public Power Incorporated for its accounting, cash receipting, accounts payable, accounts receivable, payroll and human resources applications and,

WHEREAS, prior to that time the City of Menasha had used Sungard HTE financial software which operated on an IBM A/S 400 platform for the same purpose, but facing increasingly tight budget restraints had to chose a different vendor and,

WHEREAS, now Sungard HTE financial software can be installed on the City's network and can be operated under a service center arrangement very similar to the arrangement the City now has with the WPPI Solomon financial software and,

WHEREAS, the Solomon financial software has met the basic needs of City users but financial reporting and user efficiency would be increased by going to the Sungard HTE software and,

WHEREAS, The City of Menasha Information Technology Steering Committee on July 23rd, 2008 approved the motion to support a move from the WPPI Solomon financial software to the Sungard HTE financial software and,

WHEREAS, the Sungard HTE financial software requires a \$23,944 start-up fee and a \$2,066 per month access fee starting September 1, 2008 which was not included in the 2008 City of Menasha operations budget, but is needed at this time to insure installation and training so the financial software can be available for use on January 1, 2009 and

WHEREAS, the Neenah-Menasha Fire Rescue Budget has additional funds available due to a refund of payments from 2006 operations,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council concurring that there be transferred from Account # 31100-52-05-201, General Fund-Fire Department to Account # 31100-51-04-109, General Fund-Information Technology Department the sum of \$32,208 for the purpose of installing and utilizing the Sungard HTE financial software.

Passed and approved this _____ day of August, 2008

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

FISCAL NOTE: Following the transfer, Account # 31100-52-05-201, General Fund-Fire Department Expenditure Appropriation Balance will be \$2,839, 522 and Account # 31100-51-04-109, General Fund- Expenditure Appropriation Balance will be \$413,029. Thomas Stoffel, City Comptroller/Treasurer