

IT IS EXPECTED THAT A QUORUM OF THE PERSONNEL COMMITTEE, BOARD OF PUBLIC WORKS, PLAN COMMISSION, AND ADMINISTRATION COMMITTEE WILL BE ATTENDING THIS MEETING; (ALTHOUGH IT IS NOT EXPECTED THAT ANY OFFICIAL ACTION OF ANY OF THOSE BODIES WILL BE TAKEN)

CITY OF MENASHA
Administration Committee
140 Main Street, 3rd Floor Council Chambers
July 16, 2007

6:00 PM

AGENDA

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

I. CALL TO ORDER

- A. Call to Order

II. ROLL CALL/EXCUSED ABSENCES

- A. Roll Call

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

- A. Administration Committee Minutes, 7/2/07

[Attachments](#)

IV. DISCUSSION

- A. Update on Steam Utility Project and Water Treatment Plant (Discussion Only)
- B. Substitute Amendment 1 to O-10-07 An Ordinance Relating to Park Regulations. (Schedule Public Hearing for 8/6/07 at 6:45 p.m.)
- C. R-15-07 - A Resolution Creating Tax Incremental District No. 11 in the City of Menasha, Wisconsin.
- D. Development Agreement between Gilbert Development Company, LLC and The City of Menasha. (Recommendation of RDA)
- E. Development Agreement between PJC Group, LLC and the City of Menasha. (Recommendation of RDA)
- F. Accounts payable and payroll for 7/5/07-7/12/07 in the amount of \$444,982.14.

[Attachments](#)

[Attachments](#)

[Attachments](#)

[Attachments](#)

[Attachments](#)

[Attachments](#)

V. ADJOURNMENT

- A. Adjournment

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

CITY OF MENASHA
Administration Committee
140 Main Street, 3rd Floor Council Chambers
July 2, 2007

MINUTES DRAFT

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

I. CALL TO ORDER

A. [Call to Order](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order by Chairman Wisneski at 5:00 p.m.			

II. ROLL CALL/EXCUSED ABSENCES

A. [Roll Call](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PRESENT: Ald. Eckstein, Chase, Merkes, Taylor (6:30p.m.), Wisneski, Pack, Hendricks.			
	EXCUSED: Ald. Michalkiewicz			
	ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, C/T Stoffel, AP Beckendorf, Doug Young, Carol Wirth, Clerk Galeazzi and the Press.			

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. [Administration Committee, 6/18/07](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Administration Committee Minutes, 6/18/07	Alderman Pack	Alderman Eckstein	Passed
	Motion carried on voice vote.			

IV. DISCUSSION

A. [R-13-07 - A Resolution Pertaining to Payment of the Interest for the Steam Utility \(Presentation by Carol Wirth-RBC Capital Markets\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Doug Young reported the Utilities Commission recommended approval of this			

resolution at their last meeting.

Carol Wirth, RBC Capital Markets, reported on the interim financing for the Steam Utility. She gave a brief background on the Steam Utility project and the financing. This resolution is to transfer dollars from the Steam Utility Reserve Fund to the Special Redemption Fund to make the interest payment of \$871,305 that is due as of 9/1/07 on the 2005 Revenue Bond Anticipation Notes, 2006 Revenue Bond Anticipation Notes and 2006 Note Anticipation Notes.

Ms. Wirth answered questions from the Council.

B. [Update on Steam Utility Project and Water Treatment Plant. \(Discussion Only\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Doug Young reported on Steam Utility Project: There was a boiler leak, so it had to be taken off-line for a short time to be fixed. It is now back on-line. They continue to take deliveries and to mix the old coal with the new coal. The new coal has a higher BTU, and there are no problems with the mixing of the coal. The consultant is working on a recommendation regarding the noise issue. Hope to have a solution soon. The workout plan from Sargent & Lundy is expected by the end of the week. Dresser Rand has made repairs to the damaged rotor on the #5 turbine generator and should be back on-line by next week.			
	Water Treatment Facility: The last major piece of equipment received, the ultra-violet lamps, is being installed. Finishing work is being done; painting of the interior walls and electrical controls are being wired. The installation of the underground piping under Broad Street will cease for the July 4 holiday, but will continue up after. The intake circulation project has concrete basin installed and some pipe completed.			

C. [City of Menasha Electronic Communications & Information Technology Policy \(Recommendation of IT Steering Committee\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CA/HRD Brandt explained the changes have been made to the original policy. This will affect all City of Menasha employees. The Library Board will need to approve this policy for the Library employees to be included with this policy. Employees have a limited use of computers for personal use. Dept. Heads and Supervisors monitor personal use of the computers by employees.			

D. [Substitute Amendment 1 to O-12-07 - An Ordinance Relating to Signs.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	AP Beckendorf explained the Plan Commission, at the request of some businesses, recommended a change to the sidewalk sign ordinance. In making the changes, it was discovered the C-2 zoned areas were eliminated from the ordinance. This new Substitute Amendment would include C-1 and C-2 zoned areas. She explained the type of sign this would apply to.			
	Discussion ensued on requiring a yearly permit and implementing requirement; enforcement of the ordinance; other amendments to the ordinance.			

E. [Accounts payable and payroll for 6/21/07-6/28/07 in the amount of \\$767,089.26.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Ald. Wisneski explained the numbers should be reversed on the report; The Accounts Payable amount should be \$602,885.01 and Payroll should be \$164,204.25. Also, the dates should be 6/20/07 – 6/28/07

Ck. #12997–Bomski Construction-\$6,325.00 – LRP Program-Housing Rehab Program/CDD. Ck. #13018-Martenson & Eisele-\$2,361.25 – Storm Water Utility-Storm Water Management Plan. Ck. #13043-Reinders-\$577.00 – Repair end of Mill Street for Memorial Day Ceremony/Parks Dept. Ck. #13085-Elan Cardmember Service – Misc. charges to area restaurants by Dept. Heads (as per Personnel Policy). Ck. #13099-Landlord Services-\$32.00 – Background checks on candidates/PD. Ck. #13107-Menasha Electric – Reimbursable Accident Repairs for same accident, traffic light & street light.

V. ADJOURNMENT

A. [Adjournment](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to adjourn at 6:45p.m.	Alderman Taylor	Alderman Pack	Passed
	Motion carried on voice vote.			

Respectfully submitted by Deborah A. Galeazzi, City Clerk



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

MEMORANDUM

TO: Menasha Common Council
Menasha Utilities Commission

FROM: Douglas Young, General Manager 

DATE: July 12, 2007

SUBJECT: Draft Workout Plan

Attached are the first three pages of the draft Sargent and Lundy Executive Summary. An internal review of the entire document has begun and we are providing comments to the Workout Plan.

Menasha Utilities
DRAFT Steam Plant Work Out Plan Evaluation

Prepared for
Menasha Utilities

SL-009162
June 2007



55 East Monroe Street
Chicago, IL 60603-5780 USA

EXECUTIVE SUMMARY

Sargent & Lundy was asked to evaluate several issues related to the overall performance of the Menasha Utilities (MU) steam plant project. Summaries of these evaluations are provided in the table below:

Issue	Description	Evaluation
Steam Sales Assumptions	The Business Model overestimated the volume of steam sales. Approximately 15% less steam is sold on an annual basis than expected in the Business Plan.	Plant personnel reported that steam sales were based on purchasers' actual historical production of steam. However, such production also included steam that was ultimately vented to the atmosphere and not used. Thus actual demand once MU had taken over as steam supplier was not as high as expected. This issue can be used as part of Menasha's justification for renegotiation of existing contracts. The extra capacity also indicates the possibility of obtaining a new client to increase the rate of utilization of MU's existing capacity.
Electricity Sales Assumptions.	Sales revenues into the MISO market were also overestimated due to overestimation of sell prices.	MISO market sales come from the condensing turbines 3 and 4. MISO pricing at all times has not been as high as expected, but the minimum load requirements of MU's boilers have required generation from turbines 3 and 4 during periods when revenues do not cover variable costs, resulting in financial losses. Financial performance would be improved by reducing equipment minimum load requirements and by banking boilers during low load periods, so as to reduce the amount of operating losses incurred.
Cost Overruns	Additional capital was spent to resolve unexpected issues and resulted in startup delays including desuperheater problems, RO system startup, backpressure turbine startup, and ID fan repairs.	Capital expenditures for start-up and unforeseen issues cannot be mitigated at this point in construction and are now sunk costs.
Coal Building Design Issues.	Excessive vibration from a vibratory coal feeder exists.	A Benetech draft report issued in April 2007 indicates that the vibrating screener is not necessary. Sargent & Lundy agrees with that assessment. Nevertheless, observations made during Sargent & Lundy's walkdown indicate that a detailed structural evaluation of the coal handling building in which this vibrating screener is located should be performed.
Spare Parts.	Capital and spare parts are insufficient.	While the plant either possesses or has means for obtaining parts for its control and electrical systems, there is no master list of spare parts with stocked and required quantities. A plant that is required to operate reliably over the long-term must have such a list. The construction of such a list requires a knowledge of the criticality of each part (for example, the impact of unavailability of the part on the capacity of the plant), the lead time for

Issue	Description	Evaluation
Fuel Contracts and Quality	The coal contract requires an extension from the June 1, 2007, 100K ton limit, presently by C. Reisse Coal. Coal quality issues existed November 2006 to January 2007—high moisture and low heating value—increasing costs and lowering revenue.	obtaining the part, and an evaluation of the proper full stock and re-order quantities of each part. The plant has changed to DTE Coal Services, Inc., a subsidiary of DTE Corp., the holding company of Detroit Edison, as fuel supplier. DTE is a significant shipper of Powder River Basin coal. This change has resulted in a significant reduction in fuel prices. Problems in fuel quality of the previous supplier, C. Reisse, is believed by plant personnel to be attributable to the selections made by the C. Reisse from its stockpiles in Green Bay for shipment to the plant. We agree with MU's decision to switch fuel suppliers.
Backpressure Turbine	There were delays in revenue from the backpressure turbine due to its delayed startup, and it still has commissioning issues that must be resolved.	The low pressure admission valves of the new backpressure turbine do not function properly and are not in service. Plant personnel indicated that the manufacturer, Dresser Rand, has promised verbally to supply equipment adequate for the service required. However, no written scope of work, schedule, or guarantee has been provided. While it may be difficult to make Dresser solve the problem in a timely fashion, it is important, when a solution concept is developed, that Dresser provide a written scope of work and schedule that MU can review and accept it or not. It is also important that Dresser provide some guarantee that the solution will work and that there be some remedy if it does not.
Plant Efficiency	Plant in-plant steam loads are higher than expected.	Design heat balance diagrams indicated an auxiliary steam flow of 20,000 lb/hr. Operating experience has shown a level of 50,000 lb/hr. No guaranteed heat balance was provided. In utility applications, a guaranteed steam turbine heat balance is often provided by the steam turbine supplier, or an overall plant efficiency guarantee is made by the engineering, procurement, and construction (EPC) contractor. MU plans to install another level of feedwater heating, using plant boiler blowdown steam, in order to reduce auxiliary steam usage. It appears that this element of the plant modification program had been part of the original scope of supply but was omitted during construction.
Steam Contracts – Existing and New	Steam contracts will require renegotiation. The present steam sale prices are based on selling 200,000 lb/hr. A flow of 140,000 lb/hr is the actual sales peak.	The discrepancy between forecasted and actual steam sales requires that MU renegotiate existing contracts, and it also indicates value in the possibility of obtaining a new steam sales customer. Any new or renegotiated contract should contain some provision for “minimum take,” a minimum amount of steam that the customer will take from MU, for which payment will be made whether or not the steam is actually used by the customer. The



DRAFT

ES-3
SL-009162

Issue	Description	Evaluation
		associated "take-or-pay" payments should be sized to cover all fixed costs of the plant, including principal and interest payments, and the contract should separately provide for recovery of all variable costs associated with the take-or-pay volumes. This will significantly reduce the risk that the plant will not be able to meet its debt service obligations.

SUBSTITUTE AMENDMENT 1 TO
ORDINANCE O - 10 - 07

AN ORDINANCE RELATING TO PARK REGULATIONS

Introduced by Aldermen Wisneski and Eckstein

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Sec. 12 – 1 – 1 is amended to read as follows:

- (3) Pets. Subject to the exceptions below, dogs, cats or other pets are prohibited in all City parks, unless permitted by the Parks and Recreation Board.
- a. Animals specifically trained to assist the disabled.
 - b. Dogs, cats or other pets owned by Marina renters or their guests are permitted in the fenced-in area of the Menasha Marina.
 - c. Dogs, cats or other pets are allowed on the Friendship Trail, provided they are on a leash not more than five feet long that is not retractable. The owner must also comply with sec. 7 – 1 – 10 relating to animal feces.
 - d. No dogs shall be allowed on the Friendship Trail in Jefferson Park on July 4th. The Chief of Police or the Director of Parks and Recreation or their respective designee may restrict dogs from the Friendship trail in Jefferson Park other times if an event is scheduled that could reasonably create a conflict between the dogs and the persons attending the event.

SECTION 2: Sec. 12 – 1 – 14(b) (1) is repealed and 12 – 1 – 14 (b)(2) and (b)(3) are renumbered accordingly.

SECTION 3: This ordinance shall automatically be repealed one year from its effective date.

SECTION 4: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____ 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

RESOLUTION
R – 15 – 07

A RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 11 IN THE CITY OF MENASHA, WISCONSIN.

Introduced by Mayor Laux.

WHEREAS, Section 66.1105 of the Wisconsin Statutes provides the authority and procedure for creating Tax Incremental Districts for the purpose of financing certain public improvements; and,

WHEREAS, A PUBLIC HEARING HAS BEEN HELD, AFTER NOTICES REQUIRED BY LAW, all pursuant to Wisconsin Statutes Section 66.1105(4)(a) and 66.1105 (4)(c) regarding the establishment of a Tax Incremental District in the City of Menasha; and,

WHEREAS, the City convened a Joint Review Board to review the proposed District; and,

WHEREAS, the Planning Commission has submitted to the Common Council its proposed recommendation of boundaries and a project plan for the creation of the Tax Incremental District No. 11.

NOW THEREFORE, BE IT RESOLVED that the City of Menasha, Wisconsin:

1. Deems the creation of the Tax Incremental District to be in the public interest and for a proper public purpose.
2. Accepts and adopts the district boundaries which are part of the TID #11 Project Plan attached hereto as Exhibit A. Such boundaries include only whole units of property; and not more than 25 percent of the area of the district is vacant as defined by Section 66.1105(4)(gm)(1).
3. Resolved that January 1, 2007, be and is the date of creation of said Tax Incrementation District No. 11, City of Menasha, Wisconsin.
4. Declares that the district is a blighted area district.
5. Finds and determines that:
 - a. The project plan for TID #11 is feasible and is in conformance with the master plan of the city;
 - b. Not less than 50 percent, by area, of the real property within the district hereby created is a blighted area as pursuant to Section 66.1105(4)(gm)(4)(a);

- c. The improvements of the area are likely to enhance significantly the value of substantially all of the other real property in the district;
- d. The project costs relate directly to eliminating blight and directly serve to rehabilitate the area, consistent with the purpose of which the district is created;
- e. The equalized value of the taxable property of the district plus the value increment of all existing districts does not exceed twelve percent of the total equalized value of taxable property within the City of Menasha.

Passed and approved this _____ day of July, 2007.

Joseph F. Laux, Mayor

Attest:

Deborah Galeazzi, City Clerk

DRAFT

City of Menasha
Tax Increment District #11
Project Plan

June, 2007

INTRODUCTION

Wisconsin's Tax Incremental Financing law provides a mechanism that enables cities and villages to rehabilitate blighted areas, improve business areas, and/or develop industrial sites. The intent is to defray the cost of improvements in a designated Tax Incremental District (TID) by using tax revenues or increments generated from new development to pay for project improvements in the district.

Under tax incremental financing, the tax increment generated from private investment in a TID is applied entirely to the retirement of debt incurred by the municipality in order to make the area attractive to investment or reinvestment. When the cost of improvements has been recovered and the debt service attributable to the district retired, the TID is dissolved and all taxing jurisdictions benefit on the same shared basis as before the creation of the TID. If the TID has been successful, each of the taxing jurisdictions will enjoy the benefit of increased property taxes generated by the new development that came about as a direct result of the creation of the TID.

Tax incremental financing provides benefits to all taxing entities, city, county, public schools, and technical college, by promoting development of new taxable value which otherwise would not occur. It provides a tool for municipalities to invest in projects using local financing sources to meet identified needs and fill legitimate public purpose roles. The law also recognizes that since municipalities do not share the investment risk with other tax entities, they are entitled within a prescribed period of time to receive all new tax revenues of the TID as the source of paying off all public investment costs. All other taxing entities continue to receive taxes on the value of the property as of the date of creation and will also receive benefits in the future from the increased tax base generated as a result of the city's investment in the TID.

PURPOSE

The City of Menasha is proposing the creation of Tax Incremental District #11 (TID #11) as a means to facilitate the continuing redevelopment of Menasha's waterfront, downtown, and near downtown business districts. Improvements will consist of the redevelopment of property in the Ahnaip Street corridor. Phase I of the project involves the provision of development assistance for the demolition of the former Gilbert Paper Mill, construction of a new office building, renovation of an existing office building and renovation of an existing warehouse. Phase II involves the installation of infrastructure to support redevelopment of the remainder of the site and the construction of public open space and recreational amenities. Phase II may include the demolition of dilapidated industrial buildings on the north side of the Menasha Channel and the development of a Whitewater park as site enhancement and recreational amenity. TID #11 will create a favorable environment for reinvestment, enabling the renovation replacement of functionally obsolete and physically deteriorating structures. The improvements are likely to significantly enhance the value of all real property in the district and adjacent areas. Project costs are directly related to eliminating blight and will serve to rehabilitate the area encompassed by the district, stabilizing the adjoining residential neighborhood, and enhance prospects for further revitalization to the downtown.

NAME OF THE DISTRICT

The district shall be known as "Tax Increment District #11 (TID #11), City of Menasha".

CREATION DATE

TID #11 shall be established as of January 1, 2007. The value of taxable properties within the district as of this date shall be used as the base value and for the purpose of calculating any subsequent tax increment that may accrue from changes in the tax base of the district.

DISTRICT BOUNDARIES

The area encompassed by TID #11 is depicted in Map 1. The portion of the district designated as the "Project Areas" includes Office Site #1, the existing warehouse, the existing office building, the public area adjacent to the Menasha Channel, and the balance of the redevelopment site.

PROPERTY CONDITIONS AND STATEMENT OF FINDINGS

Wisconsin Statute 66.1105(4)(gm)(4)(a) provides that certain conditions must be present within the proposed district and that the city must find that these conditions are present for the area to be eligible for creating a tax increment district. The conditions of properties within TID #11 were inventoried in June of 2007 and are shown in Maps 2 and 3. The findings related to these conditions are as follows:

Conditions Related to Blight

Not less than 50 percent of the real property within TID #11 is "blighted" within the meaning of Wisconsin Statute 66.1105(2)(a)(1)(a). Areas designated as blighted are shown in Map 4. These properties occupy a total of 14.33 acres (exclusion of water area), which equates to 89 percent of the 16.14 acres contained within TID #11.

Vacant Properties

There are several vacant properties within the district. Parcels standing vacant for an entire 7-year period preceding creation of TID #11 constitute less than 25 percent of the area within the district.

Aggregate Value of Properties within Tax Increment Districts

The equalized value of taxable property within TID #11 plus the value increment of all other existing districts does not exceed 12 percent of the total equalized value of taxable property within the city. The assessed value of taxable property within the district is \$276,100 (\$277,359 equalized value). The equalized value of taxable value within the district (\$277,359) plus the value increment of all existing districts (\$44,223,350) is \$44,500,709. The equalized value of all taxable property within the city is \$958,020,000. The values cited above are for January 1, 2006, the most recent data currently available. The equalized value of taxable property within TID #11 plus the value increment of all other existing districts is 4.65 percent of the total equalized value of taxable property within the city.

TID #11

Map #1

Boundary and Project Areas

 Proposed TID #11 Boundary

 Phase I Project Boundaries

A Warehouse Renovation

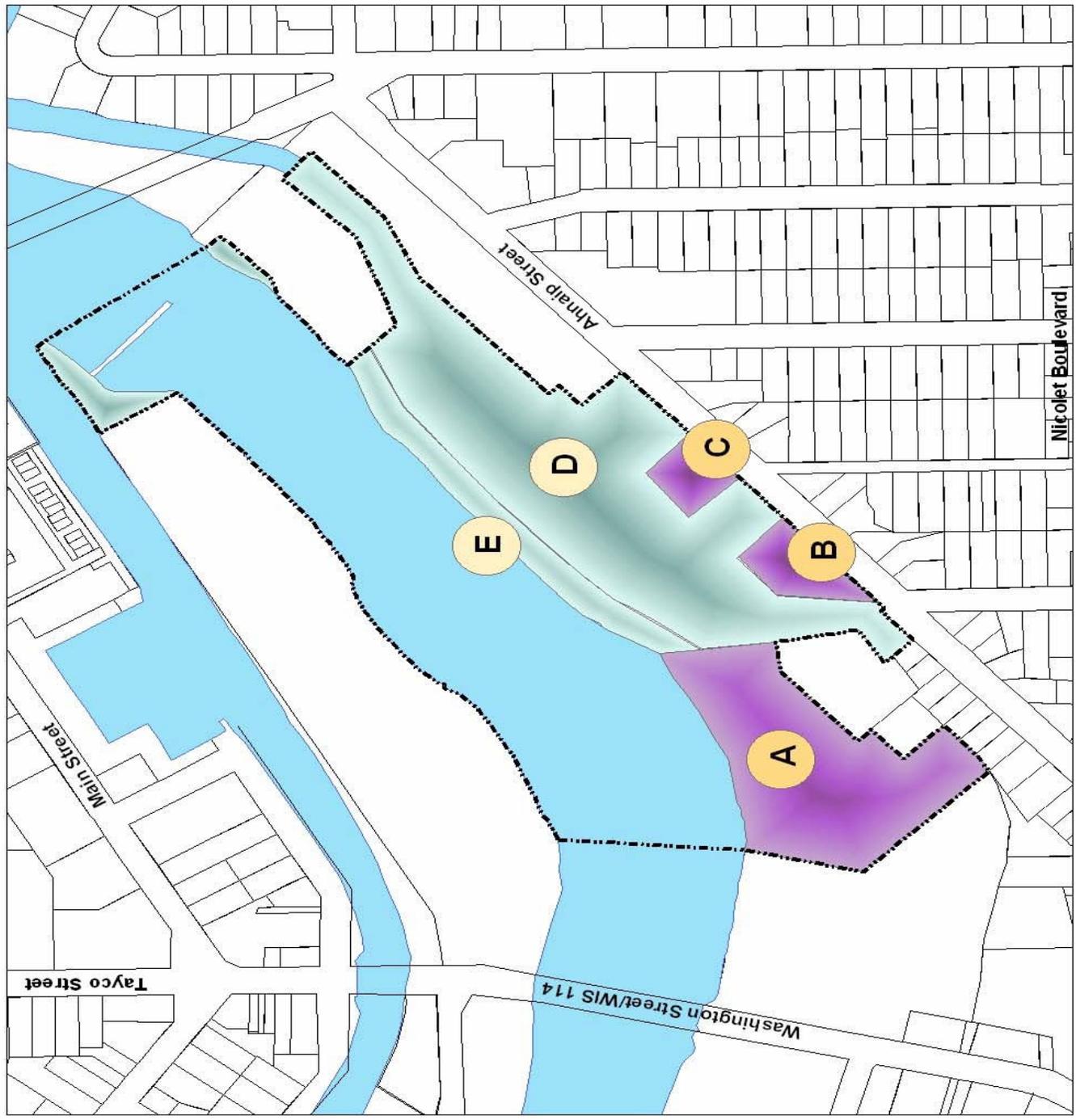
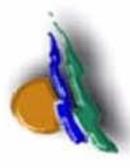
B Office Redevelopment

C Office Renovation

 Phase II Project Boundaries

D Site Clearance & Future Redevelopment

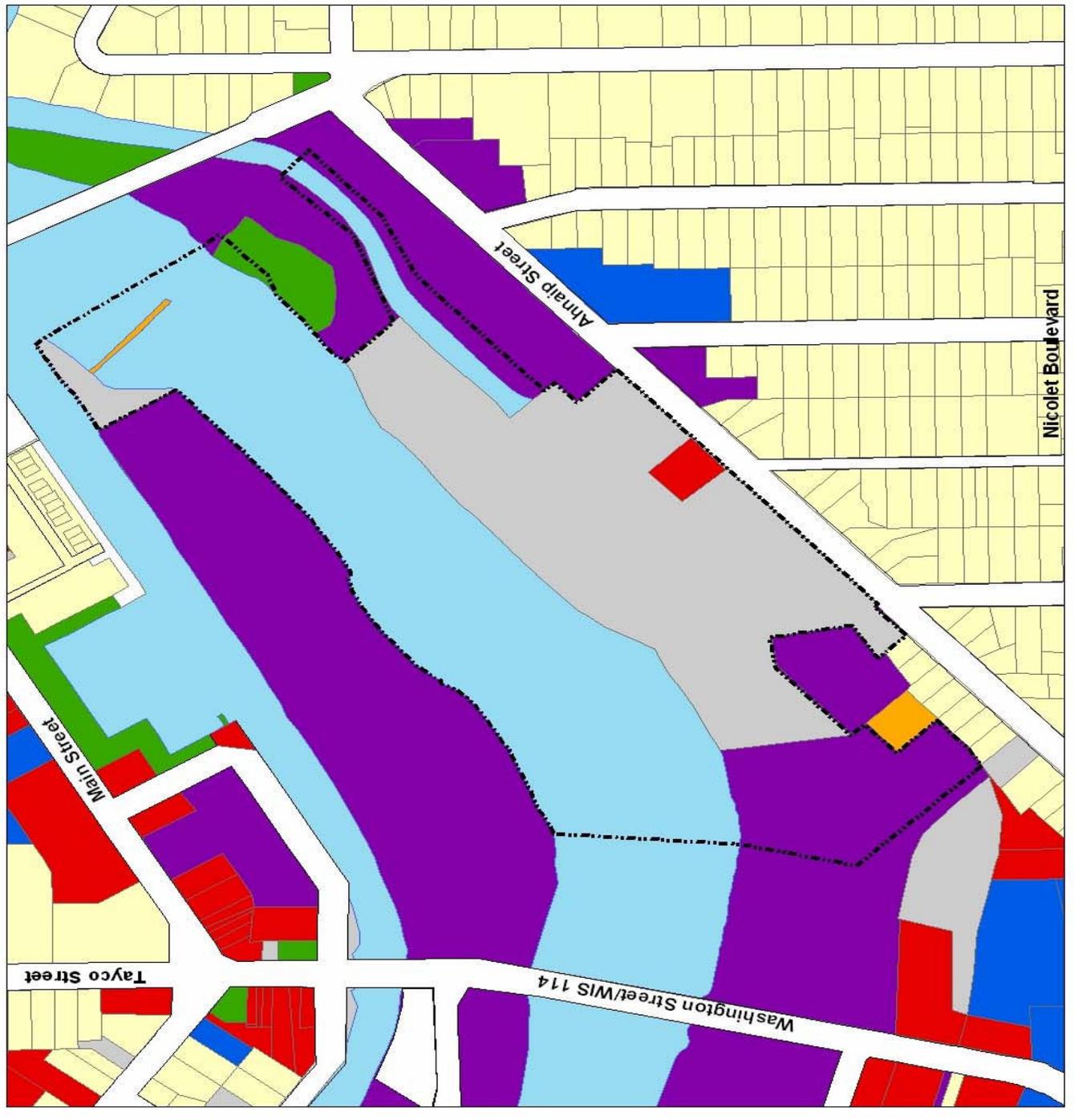
E Site Clearance & Public Recreation/Open Space



TID #11
Map #2
Existing Land Use

Proposed TID #11 Boundary

		Vacant
		Commercial
		Industrial
		Public / Institutional
		Recreational/Open Space
		Residential
		Transportation
		Utilities

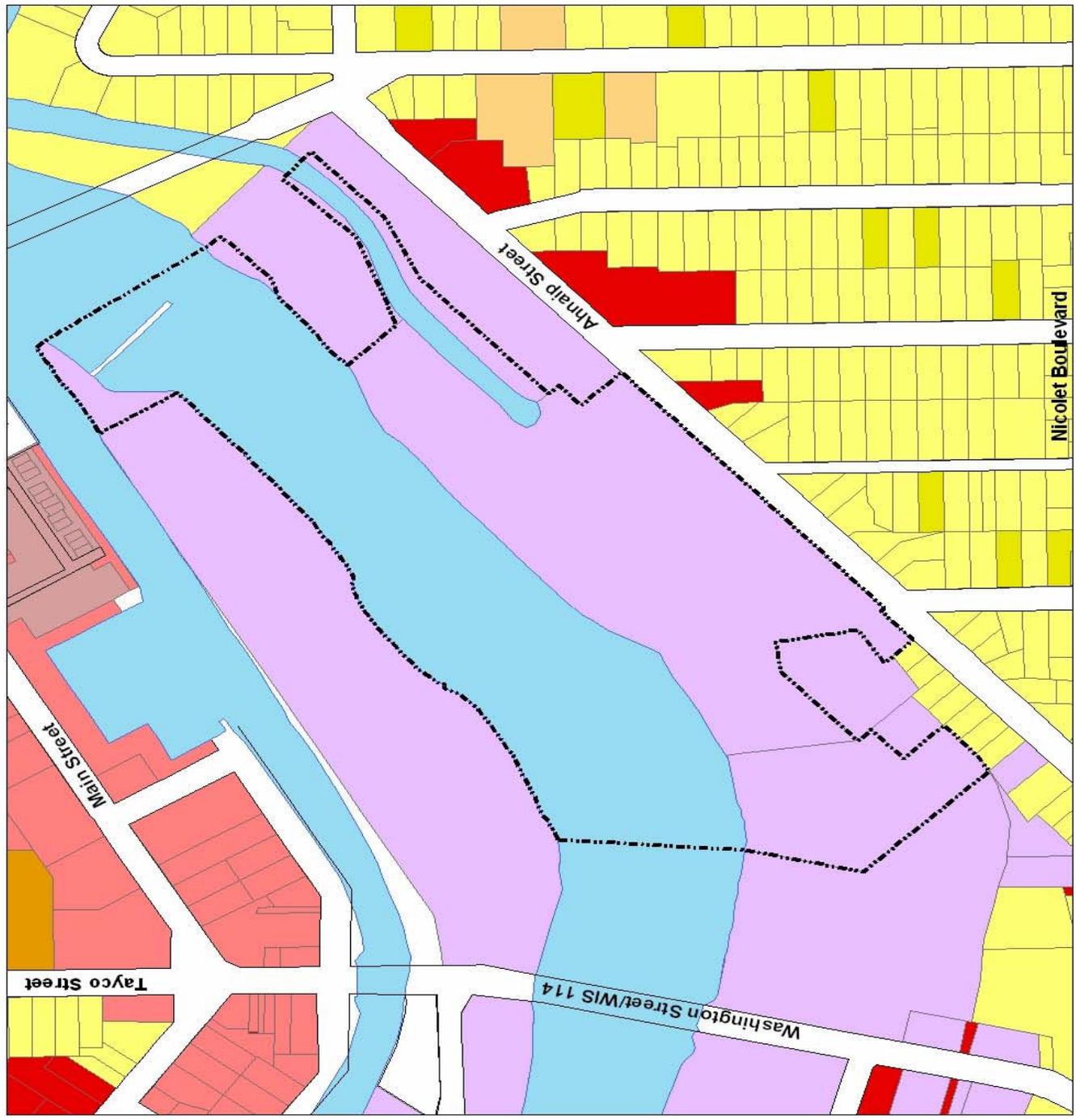


TID #11

Map #3

Existing Zoning

-  Proposed TID #11 Boundary
-  C-1 General Commercial
-  C-2 Central Business District
-  I-1 Heavy Industrial
-  I-2 Light Industrial
-  R-1 Single Family Residential
-  R-2 Two-Family Residential
-  R-3 Multi-Family Residential
-  R-4 Multi-Family Residential
-  PUD Planned Unit Development

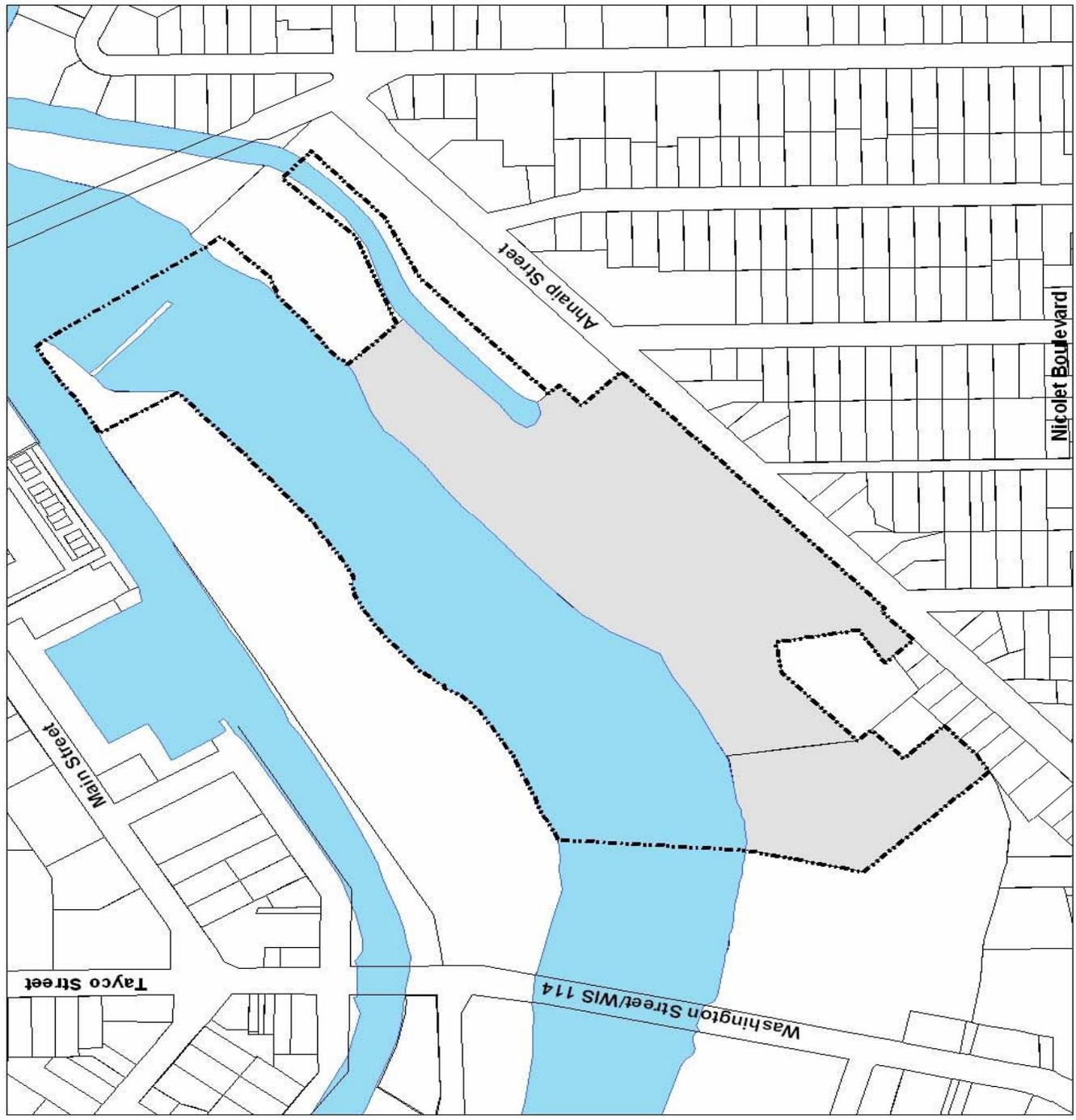
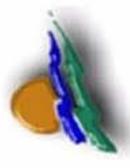


TID #11

Map #4

Condition of Real Property

-  Proposed TID #11 Boundary
-  Areas Designated as Blighted



PROPOSED IMPROVEMENTS, PROJECT COSTS, AND TIMETABLE

The predominance of obsolete, dilapidated, and deteriorating structures and the presence of property where buildings have been demolished constitute a "blighted area" within the meaning of Wisconsin Statute 66.1105(2)(a). The proposed improvements will eliminate the blight conditions foster new investment, create new commercial opportunities and bring additional investment into the Ahnaip Street corridor, the downtown and near downtown areas. Changes and improvements in Project Area I are projected to commence in 2007, with the construction of the new office building and the renovation of the existing warehouse and office buildings to be completed in 2008. The demolition of the former Gilbert Paper Mill will also be initiated in 2007. Phase II is expected to be initiated upon completion of the demolition of the former paper mill. The timetable for the demolition of the mill has not been formalized and is in part dependent on planning outcomes for the whitewater park and pending reapplication for Brownfield Grant funds to assist with demolition costs. A mid-2009 target has been established for the completion of demolition work.

Phase II projects are expected to include shoreline recreational improvements which may include some bike/pedestrian paths, lighting, landscaping, benches, fishing piers and restructuring of the shoreline for improved fish habitat, littoral zone habitat and aesthetics. Also being contemplated is the construction of a whitewater park.

Utilities and Infrastructure

The extension of streets and utilities will be required for Phase II of the development. The projected cost of these improvements are listed in Table 1.

Pre-development Costs

Pre-development costs include the cost for preparing the master development plan for the site, costs incurred for preparing grant proposals, project planning and coordination, environmental assessments, and architectural, engineering and design work, survey and platting costs, and the costs for legal work. These costs have been incurred by both the city and the developer.

Redevelopment Assistance

Funds may be made available to project developers to assist with environmental remediation, demolition and site clearance, land preparation, building renovation and construction, street and utility extension, the construction of parking facilities, architectural, engineering, survey and other direct and indirect costs associated with project development. It is expected that any such costs will be financed by the developer. TIF increment may be provided to the developer under such terms and conditions as may be established under a development agreement between the City of Menasha and project developers.

Land Acquisition, Demolition, Renovation, Redevelopment Contingencies

Land Acquisition

The redevelopment site is currently controlled by the owners/developer. No land acquisition is required for the commercial development of the site. It is however contemplated that the shoreland area (a strip of land extending landward approximately 90' from the south bank of the Menasha Channel running along the channel from the east property boundary approximately 1000' to the west). Also contemplated is the acquisition of the power canal owned by Sonoco (parcel #3-550-00) in conjunction with

the development of the whitewater park. The transfer of the shoreline area from the current owner to the city is expected to be as a contribution to the shoreline development.

Demolition and Environmental Remediation

Demolition of the former paper mill is expected to commence in conjunction with the initiation of Phase I development. Demolition costs are shown in Table 1. These costs will be borne by the developer and any grant funds that may be secured by the City of Menasha.

Renovation

Substantial renovation work will occur on the site. The existing warehouse facilities will be renovated to perform their original function. A local paper manufacture will be occupying these facilities. The existing office building at 430 Anhaip Street will likewise be renovated. The proposed renovation of the lower level of this building will result in the creation of an additional 7,000 square feet of office space. The Boiler House structure is being evaluated for potential future uses and may be renovated if found to be economically feasible.

Redevelopment

Phase I of the project includes the redevelopment of that portion of the site immediately west of the duck pond. The planned development on this site is a 14,000 square foot office building. The ultimate build out of Phase II of the project is expected to result in the creation of 168,000 square feet of occupied area over the life of the overall project.

Shoreline Development and Recreational Amenities

Creation of public recreational opportunities and aesthetic enhancements are a centerpiece of the overall project and one key to the success of marketing the site. Substantial investments in these improvements are contemplated. These improvements are expected to be implemented over the course of several years, with the timetable being driven by funds that may become available through grants, donations, in kind contributions and TIF increments. The projected costs for these improvements are shown in Table 1.

Relocation Assistance

There is no displacement of persons or businesses anticipated in this project, therefore there is no need to include relocation costs in this project.

Improvements Outside of District Boundaries

Expenditures are anticipated for incidental improvements that may be located outside of the project area. These improvements may include enhancements to the Anhaip Street corridor, shoreline and Menasha Channel. The improvements may include signage and landscape/streetscape enhancements, shoreline cleanup/restoration including the removal of vacant, dilapidated structures on the north bank of the channel and the creation of public amenities or otherwise support the development needs of the district.

Planning, Implementation, Administration

Expectations for planning, design development, and engineering of improvements within the project areas are anticipated. Funds are also expected to be needed to cover marketing and administrative costs.

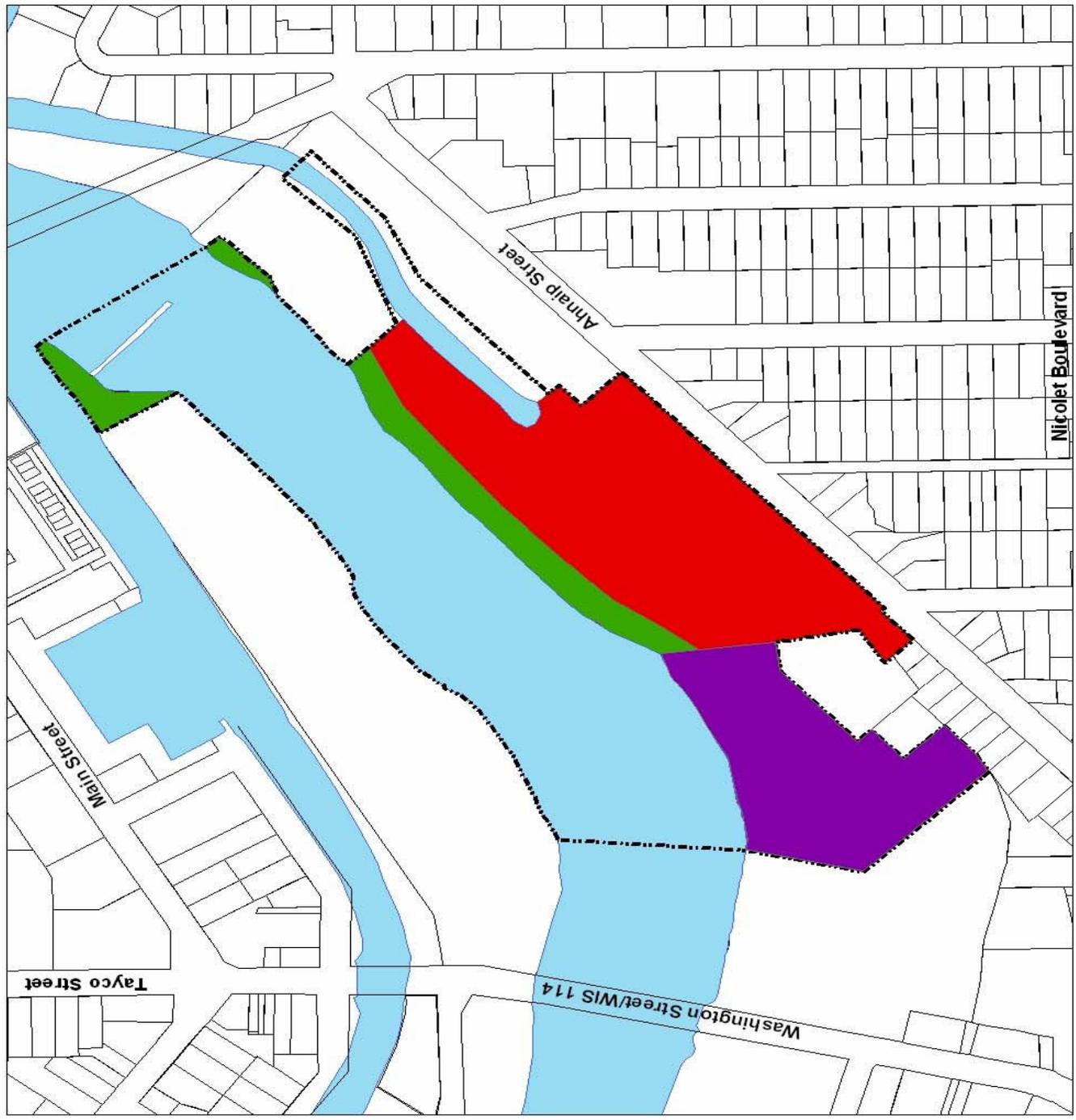
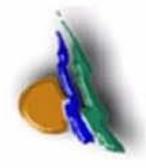
Non-Project Costs

There are no estimated non-project related costs associated with the implementation of TID #11.

TID #11

Map #5
Proposed Land Use

- Proposed TID #11 Boundary
- Recreational/Open Space
- Commercial
- Industrial



TID #11

Map #6

Proposed Zoning

-  Proposed TID #11 Boundary
-  C-1 General Commercial
-  C-2 Central Business District
-  I-1 Heavy Industrial
-  I-2 Light Industrial
-  R-1 Single Family Residential
-  R-2 Two-Family Residential
-  R-3 Multi-Family Residential
-  R-4 Multi-Family Residential
-  PUD Planned Unit Development
-  GU Government Use

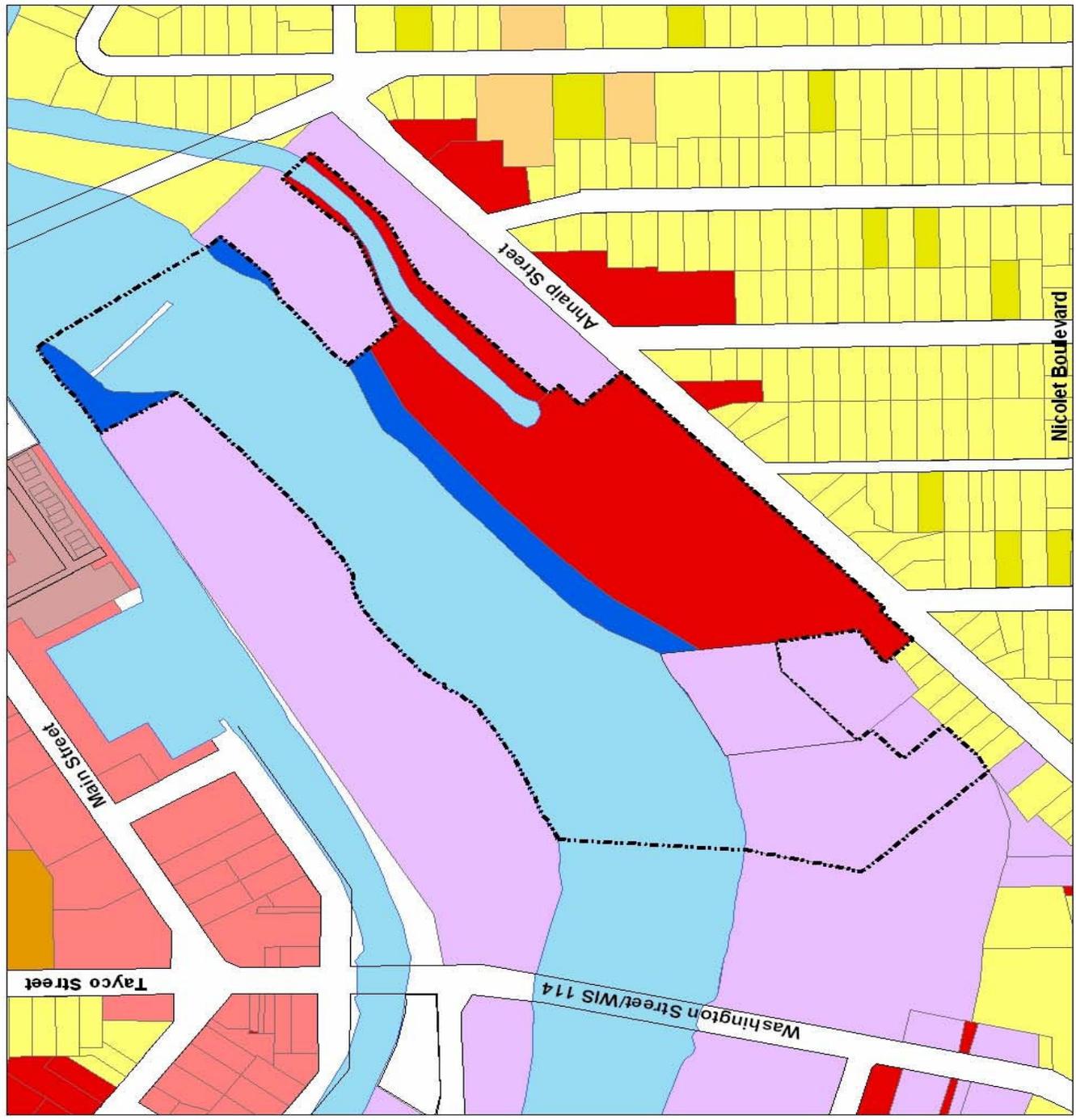


Table 1

TID #11 Project Expenses

Infrastructure

Water – existing facilities – incidental costs only	\$ 15,000
Sanitary Sewer – existing facilities – incidental costs only	\$ 15,000
Street Construction	\$ 48,000
Paving (temporary & final)	\$ 78,000
Curb & Gutter	\$ 43,000
Storm Sewer & Inlets	\$ 37,000
Stormwater Management	\$ 30,000
Design/Engineering	\$ 30,000
Contingencies	<u>\$ 30,000</u>
Infrastructure Total:	\$ 326,000

Public Recreational Opportunities and Aesthetic Enhancements

Shoreline Naturalization and Fishing Enhancements	\$ 350,000
Pedestrian Access, Fishing Piers, Landscape and Pedestrian Amenities	\$ 300,000
Whitewater Park	\$1,400,000

Site Clearance and Environmental Remediation

Site Evaluation	\$ 25,000
Asbestos Abatement	\$ 100,000
Demolition	\$ 400,000
Site Restoration	\$ 100,000
Remediation of Contaminants in Capped Areas	Unknown

Development Assistance

	\$ 280,000
	<u>\$ 675,000</u>
Development Assistance Total	\$ 955,000

RELOCATION

Since federal funds are not involved, the requirements of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act do not apply to this project. Relocation requirements under Chapter 32 or COMM 202 are not anticipated use of eminent domain is not being contemplated and the TID #11 project plan do not meet the definition of a public project under revised administrative rule COMM 202.

RELATIONSHIP TO MASTER PLAN, ZONING, AND BUILDING CODES

The City of Menasha Downtown Redevelopment Plan adopted in 1984 and updated with the Menasha Marina District Vision Plan in 1996 call for continued redevelopment of Menasha's downtown and waterfront areas. The Riverfront Redevelopment Concept Plan prepared in 2006 by East Central Wisconsin Regional Planning Commission identified specific development and recreational opportunities whose benefits will be realized with the implementation of the TID #11 project plan. Since the 1984 plan was adopted there has been significant redevelopment work in these areas. The Menasha Marina, constructed in 1987, helped create a favorable environment for reinvestment in the downtown. Three major downtown office projects and the renovation of several other structures can be attributed to the planning and investment by the city and the private sector in these projects.

More recently, twelve townhouse condominiums and a 41 unit apartment building were constructed as part of the implementation of the T1D# 7 Project Plan. Additionally, a twelve unit waterfront condominium project supported by TID #8 has been completed and a TID #10-supported theater project was recently opened.

In 2000, the City of Menasha adopted a Comprehensive Housing Plan that identified a goal to "create new housing opportunities in close proximity to the downtown." As part of this goal, the city adopted a policy to "promote residential uses as part of downtown or waterfront redevelopment projects". One of the strategies listed included making "Tax Increment Financing Districts and Planned Unit Development zoning available for downtown and waterfront residential redevelopment projects." The proposed TID #11 project will provide residential development opportunities near the downtown and help support entertainment and service businesses.

The proposed public spaces and commercial development associated with TID #11 may require rezoning subject properties from the existing I-2 Industrial District.

PROMOTION OF ORDERLY DEVELOPMENT

Implementation of this project plan promotes orderly development by redeveloping of land in proximity to the central business district in keeping with the stated goals, policies, and strategies of the relevant planning documents described above.

This TIF initiative represents a partnership between the city, a private development group, and the other taxing jurisdictions and demonstrates the city's commitment to continued redevelopment of the downtown and near downtown area. Without the use of TIF, financing for this project would not be available and the improvements would not occur in Menasha. The TID process also helps to ensure comprehensive planning through the public hearing process, reviews by city staff, the Plan Commission, Common Council, and the Joint Review Board.

Warehouse Renovation, Office Redevelopment, and Office Renovation (Project Area 1)

The renovation and redevelopment of Project Area #1 will help to improve the operational capacity of a local paper mill by providing convenient access to newly renovated warehouse space, create new commercial space which will help leverage the overall redevelopment of the site. The continued renovation of the existing office building will have a similar impact. Together, these projects will increase property tax values in the district by approximately \$2 million.

Site Clearance and Future Redevelopment, Public Recreation/Open Space (Project Area 2)

Project Area 2 is currently populated by obsolete, abandoned industrial buildings. Implementation of a redevelopment plan that clears and provides a fresh footprint for redevelopment will cure the aesthetic and functional problems with the current configuration.

The development of this portion of the site is to be guided by a master plan governing streets, infrastructure, building footprints and public amenities. Depending upon market opportunities, the site could realize a future as a mixed use campus, encouraging office, retail and residential uses along with an inspired public/recreational component featuring a whitewater park.

The implementation of Project Area 2 will improve public access to waters of the state, provide public recreational opportunities, and increase property tax values in the district by approximately \$18 million.

ECONOMIC FEASIBILITY

Based upon projections, TID #11 is financially feasible. However, estimates of future taxable value suggest that increments are insufficient to support all of the potential project costs listed in Table 1. Expenditures for improvements both within and outside of the district may need to be reduced to balance revenues with expenditures. Alternatively, other resources from existing TIF districts, outside grant sources, or private investment may be required. Finally, an increase in taxable value over the projected amount will result in greater increment being generated to meet projected expenditures. All of the development assistance costs paid to private developers are wholly supported by the increment generated by TID #11.

Financial Parameters and Projection Assumptions

The base value of TID #11 is \$276,100 (\$277,359 equalized value). The base value reflects the equalized value of all real estate within the district boundaries as of January 1, 2006.

The tax rate projected for TID #11 is projected at \$25.375 per \$1,000 of equalized value for the entire life of the TID. This is the city's anticipated rate.

The collection of tax increments will commence in 2009 generated by the taxed levied on the January 1, 2008 property values. The equalized tax rate is applied to the value increment realized within the district over the January 1, 2007 base. All increments generated by the district will be applied to the repayment of TID #11 project costs.

TID #11 represents a significant departure from all previous City of Menasha TIF districts in as much as it is proposed to rely primarily upon developer financing. Phase I (warehouse

renovation, office renovation, and new office construction) project financing will be derived from developer equity and bank financing. Pursuant to the development agreements (Appendix ___ & ___) TIF increment generated by the project will be paid to the developer up to the maximum amounts reflected in the agreements. Future development agreements may be prepared and proposed for consideration to support Phase II development projects.

Table 2 illustrates the tax increment to be generated by the project based on projected improvements. Again, unlike previous TIF districts, there is no public financing included in this schedule. Future public improvements identified in the TID 11 Project Plan may be proposed for city financing. Likewise, if future conditions suggest that retiring developer financed TID debt would be advantageous to the city, a city borrowing to assume this debt load may be considered. Table 3 illustrates the developer's projections for proposed site improvements and costs.

Overall, developer financing of the TID projects alleviates the city from the debt load imposed by the project and minimizes the city's exposure to financial risk in the event of project failure.

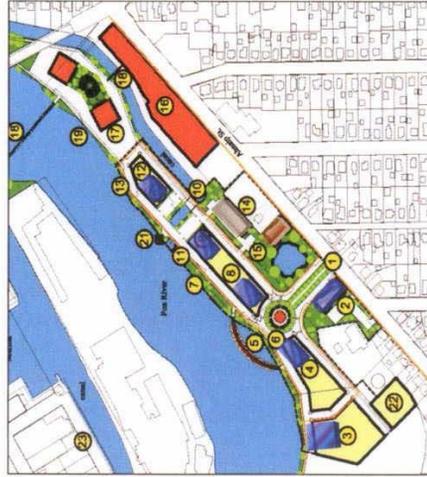
T.I.F # 11 (TIF # 11-Gilbert-Draft 2)
 Date: 06/21/07
 Prepared by: City Comptroller/Treasurer

Table 2

01/01 YEAR	TIF # 11 IMPROVE	TIF # 11 LOSSES	TIF # 11 NET	VAL INC	PROJECTED			DEBT SER	ADMIN COSTS	CUM INC
					MILL RATE	TAX INC	01/01 TAX INC			
2007	\$0		\$0	\$0	\$25.375	\$0	\$0	\$0	\$0	\$0
2008	1,900,000		1,900,000	1,900,000	25.375	0	0	0	0	0
2009	1,750,000		3,650,000	3,650,000	25.375	48,213	0	2,411	45,802	45,802
2010	250,000		3,900,000	3,900,000	25.375	92,619	0	4,631	133,790	133,790
2011	1,050,000		4,950,000	4,950,000	25.375	98,963	0	4,948	227,805	227,805
2012	1,050,000		6,000,000	6,000,000	25.375	125,606	0	6,280	347,131	347,131
2013	1,050,000		7,050,000	7,050,000	25.375	152,250	0	7,613	491,768	491,768
2014	1,050,000		8,100,000	8,100,000	25.375	178,894	0	8,945	661,717	661,717
2015	1,050,000		9,150,000	9,150,000	25.375	205,538	0	10,277	856,978	856,978
2016	1,050,000		10,200,000	10,200,000	25.375	232,181	0	11,609	1,077,550	1,077,550
2017	1,050,000		11,250,000	11,250,000	25.375	258,825	0	12,941	1,323,434	1,323,434
2018	1,050,000		12,300,000	12,300,000	25.375	285,469	0	14,273	1,594,630	1,594,630
2019	1,050,000		13,350,000	13,350,000	25.375	312,113	0	15,606	1,891,137	1,891,137
2020	1,050,000		14,400,000	14,400,000	25.375	338,756	0	16,938	2,212,955	2,212,955
2021	1,050,000		15,450,000	15,450,000	25.375	365,400	0	18,270	2,560,085	2,560,085
2022	1,050,000		16,500,000	16,500,000	25.375	392,044	0	19,602	2,932,527	2,932,527
2023	1,050,000		17,550,000	17,550,000	25.375	418,688	0	20,934	3,330,281	3,330,281
2024	1,050,000		18,600,000	18,600,000	25.375	445,331	0	22,267	3,753,345	3,753,345
2025	1,050,000		19,650,000	19,650,000	25.375	471,975	0	23,599	4,201,721	4,201,721
2026			19,650,000	19,650,000	25.375	498,619	0	24,931	4,675,409	4,675,409
2027			19,650,000	19,650,000	25.375	498,619	0	24,931	5,149,097	5,149,097
2028			19,650,000	19,650,000	25.375	498,619	0	24,931	5,622,785	5,622,785
2029			19,650,000	19,650,000	25.375	498,619	0	24,931	6,096,473	6,096,473
2030			19,650,000	19,650,000	25.375	498,619	0	24,931	6,570,161	6,570,161
2031			19,650,000	19,650,000	25.375	498,619	0	24,931	7,043,849	7,043,849
2032			19,650,000	19,650,000	25.375	498,619	0	24,931	7,517,537	7,517,537
2033		(19,650,000)	0	0	25.375	498,619	0	24,931	7,991,225	7,991,225
2034			0	0	25.375	0	0	0	0	7,991,225
2035			0	0	25.375	0	0	0	0	7,991,225
2036			0	0	25.375	0	0	0	0	7,991,225
TOTAL										\$8,411,817
TOTAL										\$0
TOTAL										\$420,592

Table 3

	Land SF	Bld FP SF	Occp SF	Est. Project Cost	Remi/SF NNN	Annual Rent	NOI (5% Vacancy)	Cap Rate	Est. Project Value	Est. TIF Investment	2008	2015	2020
Boiler House (Site 14)	46850	9500	20000	\$2,540,670	\$10.00	\$200,000	\$190,000	9.50%	\$2,000,000	\$540,670		\$2,000,000	
Site 2 (Twin 2007)	43000	6300	12000	\$1,655,120	\$11.00	\$132,000	\$125,400	9.50%	\$1,320,000	\$335,120	\$1,320,000		
Site 3	54076	12000	48000	\$6,030,500	\$12.00	\$576,000	\$547,200	9.50%	\$5,760,000	\$270,500			\$5,760,000
Site 4	37828	8000	32000	\$4,029,260	\$12.00	\$384,000	\$364,800	9.50%	\$3,840,000	\$189,260		\$3,840,000	\$3,840,000
Site 8	43364	16000	32000	\$4,056,940	\$12.00	\$384,000	\$364,800	9.50%	\$3,840,000	\$216,940		\$3,840,000	
Site 12	19284	6000	24000	\$2,976,540	\$12.00	\$288,000	\$273,600	9.50%	\$2,880,000	\$96,540		\$2,880,000	
Site 22	23223	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	267625	57800	168000	\$21,289,030	NA	\$2,028,000	\$1,865,800	NA	\$19,640,000	\$1,649,030	\$1,320,000	\$8,720,000	\$9,600,000





City of Menasha • Office of the City Attorney
Jeffrey S. Brandt, City Attorney

Appendix A

Attorney's Opinion

I have reviewed the Tax Incremental District #11 Project Plan and the supporting documentation for compliance with Sec. 66.1105 Wis. Stats. The project plan and boundary comply with statutory requirements. I know of no valid legal objection to the procedures nor to the Common Council's consideration of TID # 11.



Jeffrey S. Brandt
City Attorney

Plan Commission
Resolution 1-2007

RECOMMENDING APPROVAL OF THE PROJECT PLAN AND BOUNDARY OF
TAX INCREMENT DISTRICT #11
CITY OF MENASHA, WISCONSIN

WHEREAS, the City of Menasha is proposing to create Tax Increment District #11 for the purpose of eliminating the blighting influences of vacant and deteriorating buildings and to provide opportunities for reinvestment and economic development, and;

WHEREAS, it is desirable and in the best interest of the City to adopt the project plan for TID #11 to create additional development opportunities within and in proximity to TID #11, and;

WHEREAS, on May 27, 2007, the Menasha Plan Commission held a duly noticed public hearing at which interested parties were afforded a reasonable opportunity to express their views on the proposed TID #11 Project Plan and boundary,

NOW THEREFORE, BE IT RESOLVED THAT:

Section 1. Pursuant to Section 66.1105(4)(f) of the Wisconsin Statutes the Plan Commission adopts the project plan and boundary of the proposed TID #11 for the purpose of eliminating blight and promoting redevelopment and reinvestment within and outside of the district. Implementation of the plan will require expenditures relating to planning and design development, site clearance, environmental remediation, the installation of landscape, streetscape and signage enhancements, the installation of utilities and infrastructure, the provision of development assistance, site assembly, marketing and administrative costs and other related expenditures as may be necessary to achieve the objectives of the project plan.

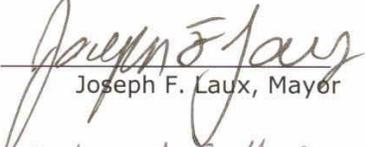
Section 2. The project plan contemplates expenditures for streets, utilities, including bike/pedestrian trails and related improvements outside of the district that are necessitated by the project plan for the district pursuant to Wis. Stat. 66.1105(2)(i) and 66.1105(2)(j).

Section 3. Such project plan expenditures are necessary to promote the development of the proposed TID #11 and adjoining lands.

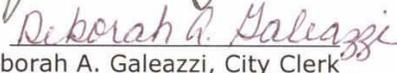
Section 4. The Menasha Plan Commission finds that the project plan for TID #11 is feasible and is in conformance with the master plan for the city.

Section 5. The Menasha Plan Commission recommends Common Council approval and adoption of the Project Plan and Boundary of Tax Increment District #11.

Adopted: June 27, 2007


Joseph F. Laux, Mayor

Attest


Deborah A. Galeazzi, City Clerk

**DEVELOPMENT AGREEMENT
BETWEEN
GILBERT DEVELOPMENT COMPANY, LLC
AND THE CITY OF MENASHA**

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into as of the ___ day of _____, 2007 by and between the City of Menasha, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 140 Main Street, Menasha, WI 54952 (hereinafter "City"), and Gilbert Development Company, LLC a Wisconsin Limited Liability Corporation with its principal offices located at 430 Ahnaip Street Menasha, WI 54952 (hereinafter "Developer").

RECITALS

The City is proposing to create a Tax Incremental District ("TID 11"), in accordance with Section 66.1105, Wis. Stats., Wisconsin's Tax Increment Law, in order to provide a viable method of financing the costs of needed public improvements within the district and thereby create incentives and opportunities for appropriate private development, which will contribute to the overall development of the City.

The City is authorized, by Section 66.1105(9)(a) of Wisconsin Statutes, as amended, to pay the "Project Costs" (as defined in such statutory section) from the special fund of TID 11 or from the proceeds of municipal obligations issued under Wisconsin Statutes, as amended.

The City is authorized by Section 66.1105(3)(e) of Wisconsin Statutes, as amended, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project Plan for TID 11.

The City has determined that at least 50%, by area, of the real property within the proposed TID 11 is a "Blighted Area" within the meaning of Section 66.1105(2)(a)1., Wis. Stats., and/or in need of "Rehabilitation or Conservation Work" within the meaning of Section 66.1337(2m)(a), Wis. Stats.

The Project to be undertaken by the Developer, as described herein, is of particular importance to the City and provides special benefits to the City because of its prominent location in the City.

The Project Plan includes "Development Incentive Payments" as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Agreement with the Developer to achieve the redevelopment of the Property, and the City is prepared to provide financial assistance to the Developer through Development Incentive Payments in order to bring about the continued development in accordance with this Agreement.

Developer for the Project is proposing to acquire real property within the boundaries of TID 11 and intends to develop the property by constructing a two-story office building comprising approximately 13,000 square feet of rentable space at an estimated cost of \$1,400,000.

It is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the

Developer through development incentives in order to bring about the development and thereby promote the sound growth of the City's downtown area.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein, or by the specifically stated Wisconsin Statutory Reference shall be defined to have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Developer" means Gilbert Development Company, LLC

"Development Incentive Payments" means the payments due the Developer under Section 6.1 of this Agreement.

"Events of Default" means any of the events described in Section 8.1 hereof.

"Grant" means the City of Menasha Tax Increment Financing grant made in the amount of the principle amount (\$280,000) and the amount of accrued interest at the time of the final City payment pursuant to Section 6.1 is made.

"Plans and Specifications" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"Project" or "Project Plan" means the development proposed by Developer herein for construction of a two-story office building comprising approximately 13,000 square feet of rentable space, with associated parking, located on the land described on Exhibit "A" (the "Property") and having an estimated cost of \$1,400,000.

"Project Costs" shall mean the total costs to complete the Project including Demolition.

"Property" means Lot ____ of CSM _____, _____ Ahnaip Street, Menasha, WI 54952, as shown on Exhibit A.

"Tax Increment Value" means the assessed value of the Project, which is greater than the January 1, 2007 assessed value of the Property.

"Tax Increment Revenue" means the personal and real property tax revenue generated by the tax increment value (as defined in Section 66.1105(2)(i) of the Wisconsin Statutes) generated by the Project.

"TID Project Plan", as approved by the City, means the Project Plan for Tax Incremental Financing District No. 11 of the City of Menasha, Wisconsin.

ARTICLE II. OVERVIEW OF THE PROJECT

The Project consists of the construction of a two-story office building comprising approximately 13,000 square feet of rentable space with associated parking located on the "Property" . Construction of the Project is to be commenced within three (3) months of the approval of the Plans and Specifications by the City, said Plans and Specifications once approved shall be attached hereto as Exhibit "B" (the "Development Plan"), and be completed within twenty-four (24) months thereafter, at an estimated cost of \$1,400,000.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the City may rely upon in entering into this Agreement and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing limited liability corporation in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer and through lending sources for the completion of the Project, and Developer shall, from time to time upon the request of the City, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) Developer is the purchaser of the Property. The Project upon completion will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Wisconsin Property Tax Laws.

ARTICLE IV. UNDERTAKINGS OF THE DEVELOPER

4.1 Construction of the Project. The Developer shall commence the Project in 2007 within three (3) months of approval of the Plans and Specifications by the City, and shall complete construction of the Project within twenty-four (24) months of commencement.

4.2 Compliance with Codes, Plans and Specifications, Etc. The building and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement, the Project Plan and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits.

4.3 Developer, as an inducement to the City to proceed with establishment of the TID 11 and to provide the Grant as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under Wisconsin Property Tax Laws. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project.

Notwithstanding the above, in the event that the Project is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make voluntary payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

ARTICLE V. CONDITIONS TO THE UNDERTAKINGS OF THE DEVELOPER

5.1 All Obligations of the Developer under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the Developer under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The City establishing TID 11.

(B) All covenants and obligations of City under this Agreement are duly performed, observed and satisfied in all material respects.

(C) With regard to the City, no uncured Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VI. UNDERTAKINGS OF THE CITY

6.1 Development Incentives. After the Tax Incremental Value of the Project has exceeded a minimum of \$1,000,000, the City agrees to provide to the Developer the Grant in the amount of \$280,000 and the accrued interest as provided in Exhibit D. The Grant may be prepaid at any time, but until paid in full, the payments will be provided to the Developer as follows:

Each year for a maximum period of twenty (20) years, commencing in 2009, the City will pay to the Developer an amount equal to ninety-five percent (95%) of the Tax Increment Revenue received by the City with respect to the Project in that year, provided that the Tax Incremental Value of the Project is in excess of \$1,000,000 on January 1 of the previous year. The City shall make the payment due to the Developer, if any, under this Section no later than September 30 of each succeeding year, commencing in 2009 if the Tax Incremental Value of the Project is in excess of \$1,000,000 by January 1, 2008.

Should the City elect to prepay the grant at any time prior to the maximum twenty year period, the City's grant shall be limited to the principal of \$280,000 along with any accumulated interest based on the interest rate stated in Exhibit D to the date of the City's payment. If the Developer refinances the date in any fashion such that the interest is greater than that provided in Exhibit D, the City's annual payment shall not increase as a result of such refinancing.

ARTICLE VII. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

7.1 All Obligations of the City under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The Project shall be completed within twenty-four (24) months of commencement of construction. If it is not, the City shall have the right to recalculate and reduce the amount of the development incentives to be paid to the Developer.

(B) All representations and warranties of Developer set forth in Article III and otherwise in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct in all material respects.

(C) All material covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(D) With regard to the Developer, no uncured Event of Default has occurred, or with the giving of notice or lapse of time would occur.

(E) PJC Group, LLC shall have substantially met its material obligations to demolish the former Gilbert Paper Mill buildings referenced in Exhibit C to the Development Agreement Between PJC Group, LLC and the City of Menasha and dated the same date as this Agreement.

ARTICLE VII. INDEMNIFICATION OF THE CITY

The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the development of the Project or the Demolition, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. To receive this indemnification, the Indemnified Parties must tender the defense of any claim or action to the Developer. If the Developer does not accept such tender, or, in the good faith determination of the Indemnified Parties the Developer will have a conflict of interest, the Indemnified Parties shall have the right to obtain and pursue their own defense and shall be reimbursed from the Developer. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE IX. DEFAULT/REMEDIES

9.1 Events of Default. An Event of Default is any of the following:

(A) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

9.2 Remedies on Default. Whenever an event of default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

9.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

9.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any event of default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

ARTICLE X. FORCE MAJEURE

No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause. In the event a party becomes aware of a pending delay under this section, such party shall immediately notify the other party of the anticipated delay including the expected time of the delay.

ARTICLE XI. ADDITIONAL PROVISIONS

11.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

11.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

11.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

11.4 No Assignment. Developer may not assign its rights in this Agreement without the express prior written consent of the City. Developer shall not sell, transfer or convey the Property unless and until an occupancy permit has been issued.

11.5 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

11.6 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

11.7 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:

City of Menasha
c/o Greg Keil
140 Main Street
Menasha, WI 54952

With a copy to:
City Attorney Jeffrey S. Brandt
City Hall 140 Main
Menasha, WI 54952

To the Developer:

Gilbert Development Company, LLC
430 Ahnaip Street
Menasha, WI 54952

With a copy to:
Randall Stadtmueller
425 West Water St, Suite 200
Appleton, Wi 54911

11.8 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

11.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

11.10 Cooperation. The City and the Developer agree to cooperate and expedite in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

11.11 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

11.12 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

List of Exhibits:

- "A" Legal Description
- "B" Developer's Project Plans
- "D" Developer Financed Tax Increment Financing

This document consists of _____ (____) pages, including the following signature page.

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the _____ day of _____, 2007.

Gilbert Development Company, LLC BY:
Randall Stadtmueller, Managing Member

r

CITY OF MENASHA BY
Joseph F. Laux, Mayor

Attest:
Deborah A. Galeazzi, City Clerk

STATE OF WISCONSIN
COUNTY OF WINNEBAGO

Personally came before me this _____ day of _____, 2007, the above-named _____ and Joseph F. Laux and Deborah A. Galeazzi, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and the purposes therein intended.

Jeffrey S. Brandt
Notary Public,
State of Wisconsin
Winnebago County.
My commission is permanent.

This document authorized by and in accordance with Res. No. ____-05-06.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Lot 2 of Exhibit A.

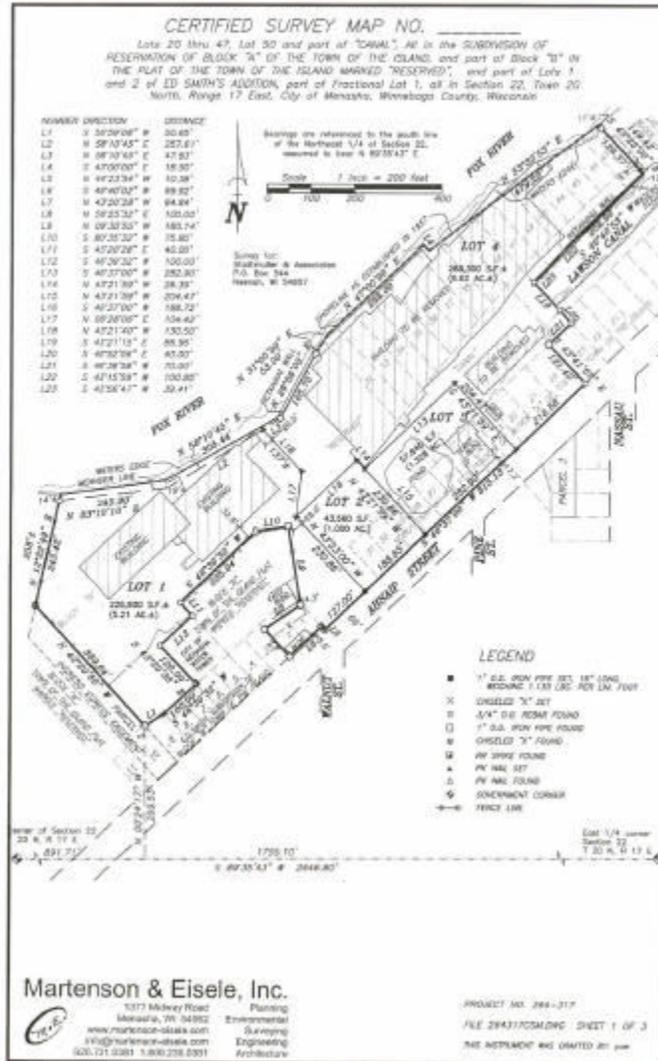
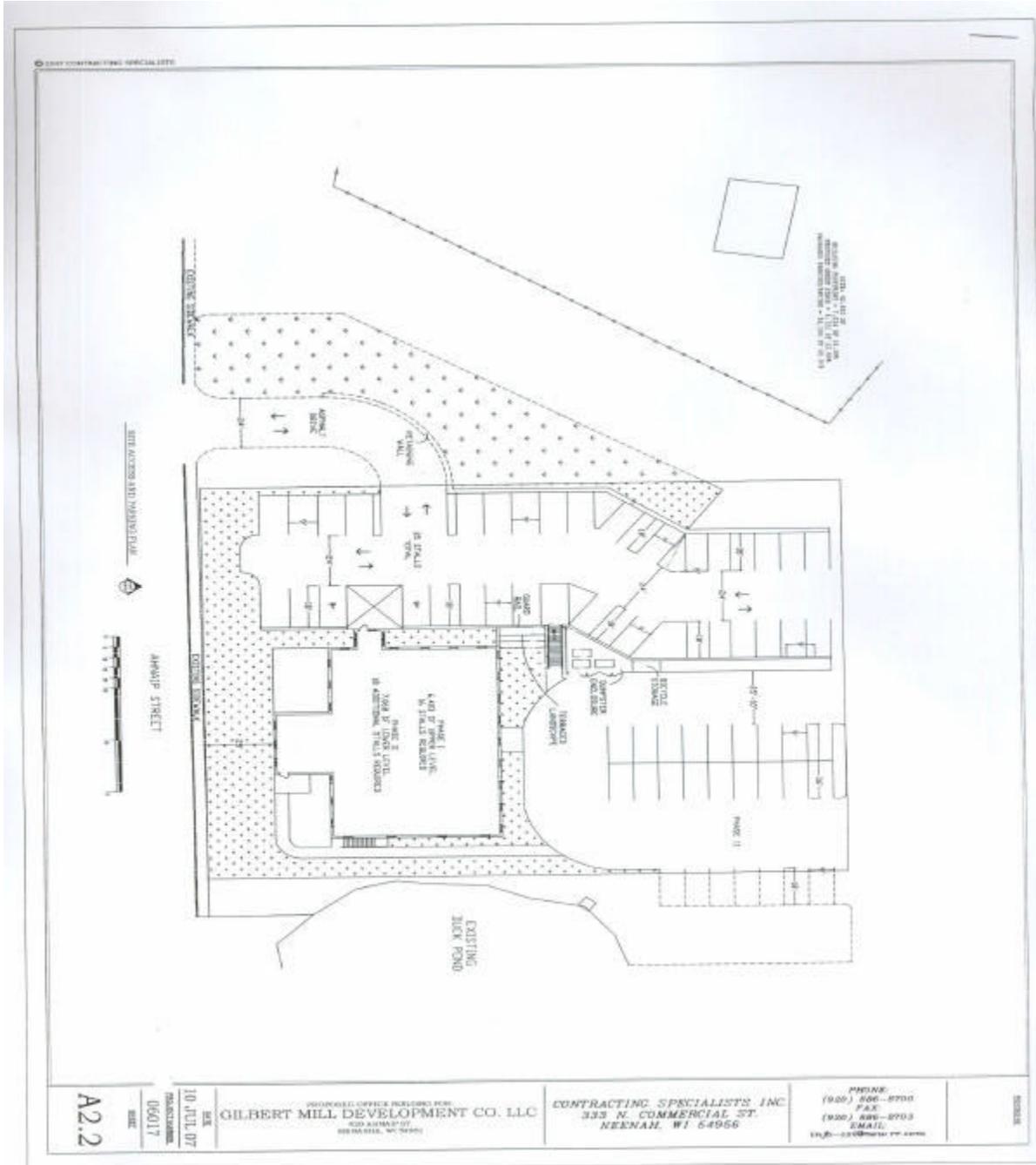


EXHIBIT "B"

DEVELOPER'S PROJECT PLANS



A2.2

DATE: 10 JUL 07
 DRAWN BY: 06017

UNIMPLEATED OFFICE BELONGS TO:
GILBERT MILL DEVELOPMENT CO. LLC
 400 AVENUE 57
 WISCONSIN, WI 54956

CONTRACTING SPECIALISTS INC.
 323 N. COMMERCIAL ST.
 NEENAH, WI 54956

PHONE: (920) 896-8700
 FAX: (920) 896-8703
 EMAIL: info@csinc.com

06017

EXHIBIT "D"

DEVELOPER FINANCED TAX INCREMENT FINANCING Interest Rate Determination

City shall be responsible to make payments to Developer for the Grant amount of \$280,000 as specified in Section 6.1 of the Agreement. The rate of interest applied to the unpaid balance shall be equal to the prime banking rate (defined to be the local bank cost of funds rate plus 3.25 points) as determined on the date of the full and complete approval and execution of this Agreement by the City and the Developer (if the approval and execution were to occur on (3-14-07 the rate would have been 8.25%). This rate once established shall remain fixed for the entire period and shall be applied to the outstanding balance due the Developer from the City and shall not be modified.

**DEVELOPMENT AGREEMENT
BETWEEN
PJC GROUP, LLC
AND THE CITY OF MENASHA**

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into as of the ____ day of _____, 2007 by and between the City of Menasha, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 140 Main Street, Menasha, WI 54952 (hereinafter "City"), and PJC Group, LLC a Wisconsin Limited Liability Corporation with its principal offices located at 430 Ahnaip Street Menasha, WI 54952 (hereinafter "Developer").

RECITALS

The City is proposing to create a Tax Incremental District ("TID 11"), in accordance with Section 66.1105, Wis. Stats., Wisconsin's Tax Increment Law, in order to provide a viable method of financing the costs of needed public improvements within the district and thereby create incentives and opportunities for appropriate private development, which will contribute to the overall development of the City.

The City is authorized, by Section 66.1105(9)(a) of Wisconsin Statutes, as amended, to pay the "Project Costs" (as defined in such statutory section) from the special fund of TID 11 or from the proceeds of municipal obligations issued under Wisconsin Statutes, as amended.

The City is authorized by Section 66.1105(3)(e) of Wisconsin Statutes, as amended, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project Plan for TID 11.

The City has determined that at least 50%, by area, of the real property within the proposed TID 11 is a "Blighted Area" within the meaning of Section 66.1105(2)(a)1., Wis. Stats., and/or in need of "Rehabilitation or Conservation Work" within the meaning of Section 66.1337(2m)(a), Wis. Stats.

The Project to be undertaken by the Developer, as described herein, is of particular importance to the City and provides special benefits to the City because of its prominent location in the City.

The Project Plan includes "Development Incentive Payments" as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Agreement with the Developer to achieve the redevelopment of the Property, and the City is prepared to provide financial assistance to the Developer through Development Incentive Payments in order to bring about the continued development in accordance with this Agreement.

It is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the development and thereby promote the sound growth of the City's downtown area.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein, or by the specifically stated Wisconsin Statutory Reference shall be defined to have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Demolition" means the removal of the old Gilbert Paper Mill and reclamation of the real estate.

"Developer" means PJC Group, LLC, and its permitted successors and assigns.

"Development Incentive Payments" means the payments due the Developer under Section 6.1 of this Agreement.

"Events of Default" means any of the events described in Section 8.1 hereof.

"Gilbert Paper Mill" means the paper factory building formerly owned by the Gilbert Paper Company as shown on Exhibit C.

"Grant" means the City of Menasha Tax Increment Financing grant made in the amount of the principle amount (\$675,000) and the amount of accrued interest at the time of the final City payment pursuant to Section 6.1 is made.

"Plans and Specifications" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"Project" or "Project Plan" means the combined development projects proposed by Developer herein for the Warehouse Project, the Executive Office Project and the Land Reclamation Project located on the land described on Exhibit "A" (the "Property") and having an estimated cost of \$1,000,000.

"Warehouse Project" means the renovation of a 60,000 SF warehouse formally used by the Gilbert Paper Mill, to be used as warehouse space.

"Executive Office Project" means the renovation of a 6,000 SF historic office building formally used by the Gilbert Paper Mill, to be used as rentable office space.

"Land Reclamation Project" means the demolition of the former Gilbert Paper Mill buildings to be taken down to grade as specified in Exhibit C.

“Shoreline Park” means that portion of the Land Reclamation Project which the Developer shall donate to the City after completion of the Land Reclamation Project and which the City has agreed to, at a minimum, dedicate the land as a park and turn it into a “finished park area”.

“Project Costs” shall mean the total costs to complete the Project including Demolition.

“Property” means Lots ___ of CSM _____, _____ Ahnaip Street, Menasha, WI 54952, as shown on Exhibit A.

“Tax Increment Value” means the assessed value of the Project, which is greater than the January 1, 2007 assessed value of the Property.

"Tax Increment Revenue" means the personal and real property tax revenue generated by the tax increment value (as defined in Section 66.1105(2)(i) of the Wisconsin Statutes) generated by the Project.

"TID Project Plan", as approved by the City, means the Project Plan for Tax Incremental Financing District No. 11 of the City of Menasha, Wisconsin.

ARTICLE II. OVERVIEW OF THE PROJECT

The Project consists of three (3) separate but related projects. They are the renovation of the former Gilbert Paper Mill warehouse (the Warehouse Project) and the renovation of the former Gilbert Paper Mill executive office building (the Executive Office Project) and the reclamation of land through the demolition of the former Gilbert Paper Mill paper manufacturing buildings as specified in Exhibit B (the Land Reclamation Project) Initiation of the construction and demolition of the Project is to commence within three (3) months of the approval of the Plans and Specifications by the City, said Plans and Specifications once approved shall be attached hereto as Exhibit "B" (the "Development Plan"), and be completed within twenty-four (24) months thereafter, at an estimated cost of \$1,000,000.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the City may rely upon in entering into this Agreement and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing limited liability corporation in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their

respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer and through lending sources for the completion of the Project, and Developer shall, from time to time upon the request of the City, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) Developer is the purchaser of the Property. The Project upon completion will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Wisconsin Property Tax Laws.

ARTICLE IV. UNDERTAKINGS OF THE DEVELOPER

4.1 Construction of the Project. The Developer shall commence the Project in 2007 within three (3) months of approval of the Plans and Specifications by the City, and shall complete construction of the Project within twenty-four (24) months of commencement.

4.2 Compliance with Codes, Plans and Specifications, Etc. The building and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement, the Project Plan and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits. Upon completion of the Land Reclamation Project, Developer shall dedicate to the City at least a thirty foot strip of land from Ahnaip Street to the Shoreline Park for public access.

4.3 Developer, as an inducement to the City to proceed with establishment of the TID 11 and to provide the Grant as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under Wisconsin Property Tax Laws. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project.

Notwithstanding the above, in the event that the Project is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make voluntary payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

4.4 Developer shall raze all structures identified in Appendix "C" and remove all demolition waste from the Property except for materials intended for reuse on the Property.

4.5 Upon completion of the Land Reclamation Project Developer shall donate to the City the Shoreline Park area for the City to develop into a finished park within a reasonable period of time after the consummation of the transfer.

ARTICLE V. CONDITIONS TO THE UNDERTAKINGS OF THE DEVELOPER

5.1 All Obligations of the Developer under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the Developer under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The City establishing TID 11.

(B) All covenants and obligations of City under this Agreement are duly performed, observed and satisfied in all material respects.

(C) With regard to the City, no uncured Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VI. UNDERTAKINGS OF THE CITY

6.1 Development Incentives. After the Tax Incremental Value of the Warehouse Project has exceeded \$400,000 the City agrees to provide the Developer a grant in the amount of \$250,000. After the Tax Incremental Value of the Executive Office Project has exceeded \$300,000 the City agrees to provide the Developer a grant in the amount of \$250,000. After the Tax Incremental Value of the Land Reclamation Project has exceeded \$200,000 the City agrees to provide the Developer a grant in the amount of \$175,000. All grants shall include the accrued interest as provided in Exhibit D. The Grant may be prepaid at any time, but until paid in full, the payments will be provided to the Developer as follows:

Each year for a maximum period of twenty (20) years, commencing in 2009, the City will pay to the Developer an amount equal to ninety-five percent (95%) of the Tax Increment Revenue received by the City with respect to the Projects in that year, provided that the Tax Incremental Value of the individual elements of the Project is in excess of the amounts given above for each individual Project on January 1 of the previous year. The City shall make the payment due to the Developer, if any, under this Section no later than September 30 of each succeeding year, commencing in 2009 if the Tax Incremental Value of the individual elements of the Project is in excess of the amounts given above for each individual Project by January 1, 2008.

Should the City elect to prepay the grant at any time prior to the maximum twenty year period, the City's grant shall be limited to the principal of \$675,000 along with any accumulated interest based on the interest rate stated in Exhibit D to the date of the City's payment. If the Developer refinances the grant in any fashion such that the interest is greater than that provided in Exhibit D, the City's annual payment shall not increase as a result of such refinancing.

6.2 Wisconsin Department of Commerce Brownfield Grant. Should the City be awarded a Brownfield Grant from the Wisconsin Department of Commerce, it shall disburse such proceeds to the Developer up to the total amount of the grant when the City receives the grant from the Department of Commerce and when the Department of Commerce approves the Developer's expenditures. Such payment shall constitute the entire obligation of the City if such payment is at least \$675,000 plus any accrued interest. At such time, this agreement shall terminate.

ARTICLE VII. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

7.1 All Obligations of the City under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The Project shall be completed within twenty-four (24) months of commencement of construction. If it is not, the City shall have the right to recalculate and reduce the amount of the development incentives to be paid to the Developer.

(B) All representations and warranties of Developer set forth in Article III and otherwise in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct in all material respects.

(C) All material covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(D) With regard to the Developer, no uncured Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VII. INDEMNIFICATION OF THE CITY

The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the development of the Project or the Demolition, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and

defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. To receive this indemnification, the Indemnified Parties must tender the defense of any claim or action to the Developer. If the Developer does not accept such tender, or, in the good faith determination of the Indemnified Parties the Developer will have a conflict of interest, the Indemnified Parties shall have the right to obtain and pursue their own defense and shall be reimbursed from the Developer. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE IX. DEFAULT/REMEDIES

9.1 Events of Default. An Event of Default is any of the following:

(A) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

9.2 Remedies on Default. Whenever an event of default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

9.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

9.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any event of default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

ARTICLE X. FORCE MAJEURE

No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause. In the event a party becomes aware of a pending delay under this section, such party shall immediately notify the other party of the anticipated delay including the expected time of the delay.

ARTICLE XI. ADDITIONAL PROVISIONS

11.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

11.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

11.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

11.4 No Assignment. Developer may not assign its rights in this Agreement without the express prior written consent of the City. Developer shall not sell, transfer or convey the Property unless and until an occupancy permit has been issued.

11.5 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

11.6 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

11.7 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:

City of Menasha
c/o Greg Keil
140 Main Street
Menasha, WI 54952

With a copy to:
City Attorney Jeffrey S. Brandt
City Hall 140 Main
Menasha, WI 54952

To the Developer:

PJC Group, LLC
430 Ahnaip Street
Menasha, WI 54952

11.8 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

11.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

11.10 Cooperation. The City and the Developer agree to cooperate and expedite in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

11.11 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

11.12 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

List of Exhibits:

- "A" Legal Description
- "B" Developer's Project Plans
- "C" Gilbert Paper Mill Building Demolition Schedule
- "D" Developer Financed Tax Increment Financing

This document consists of _____ (____) pages, including the following signature page.

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the _____ day of _____, 2007.

PJC Group, LLC
Edmund J. Jelinski

PJC Group, LLC
Tom Chalchhoff

CITY OF MENASHA BY
Joseph F. Laux, Mayor

Attest:
Deborah A. Galeazzi, City Clerk

STATE OF WISCONSIN
COUNTY OF WINNEBAGO

Personally came before me this _____ day of _____, 2007, the above-named _____ and Joseph F. Laux and Deborah A. Galeazzi, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and the purposes therein intended.

Jeffrey S. Brandt
Notary Public,
State of Wisconsin
Winnebago County.
My commission is permanent.

This document authorized by and in accordance with Res. No. ____-05-06.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1, 3 and 4 of Exhibit A.

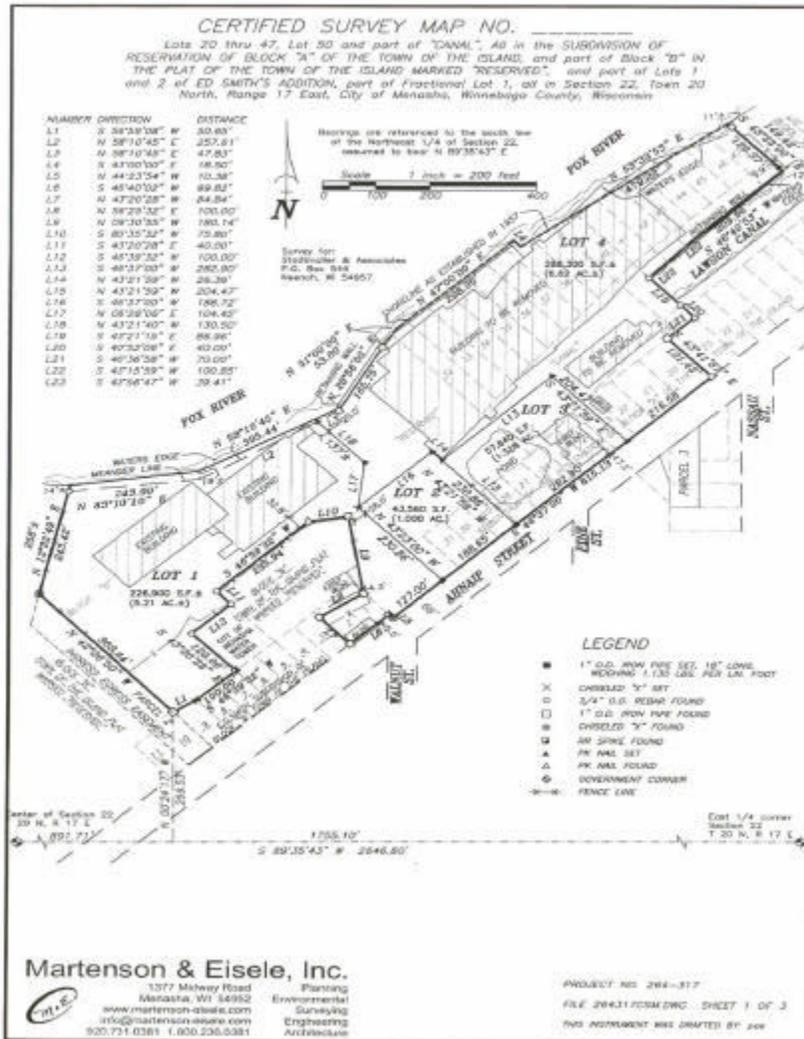


EXHIBIT "B"

DEVELOPER'S PROJECT PLANS

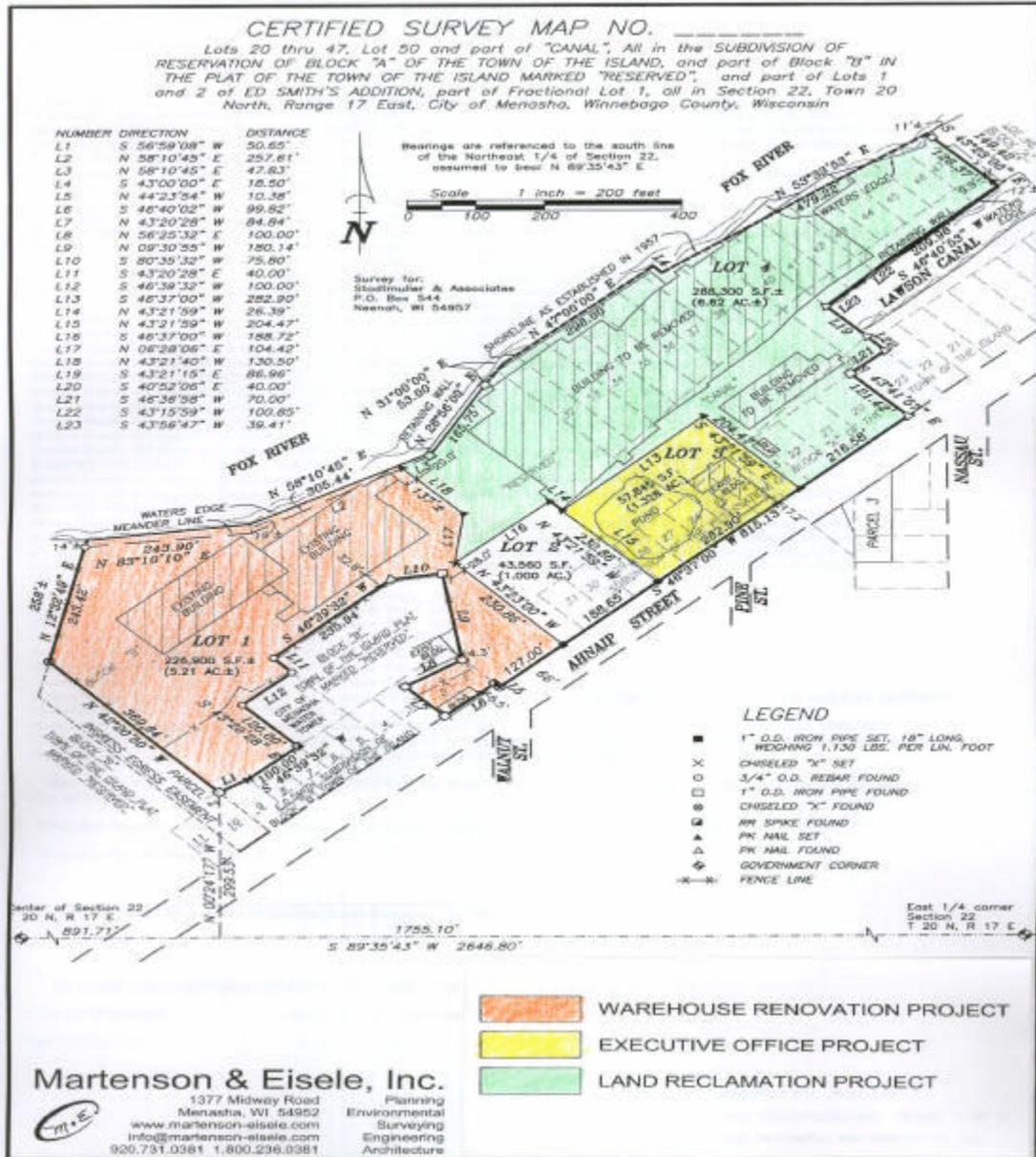


EXHIBIT "C"

GILBERT PAPER MILL BUILDING DEMOLITION SCHEDULE

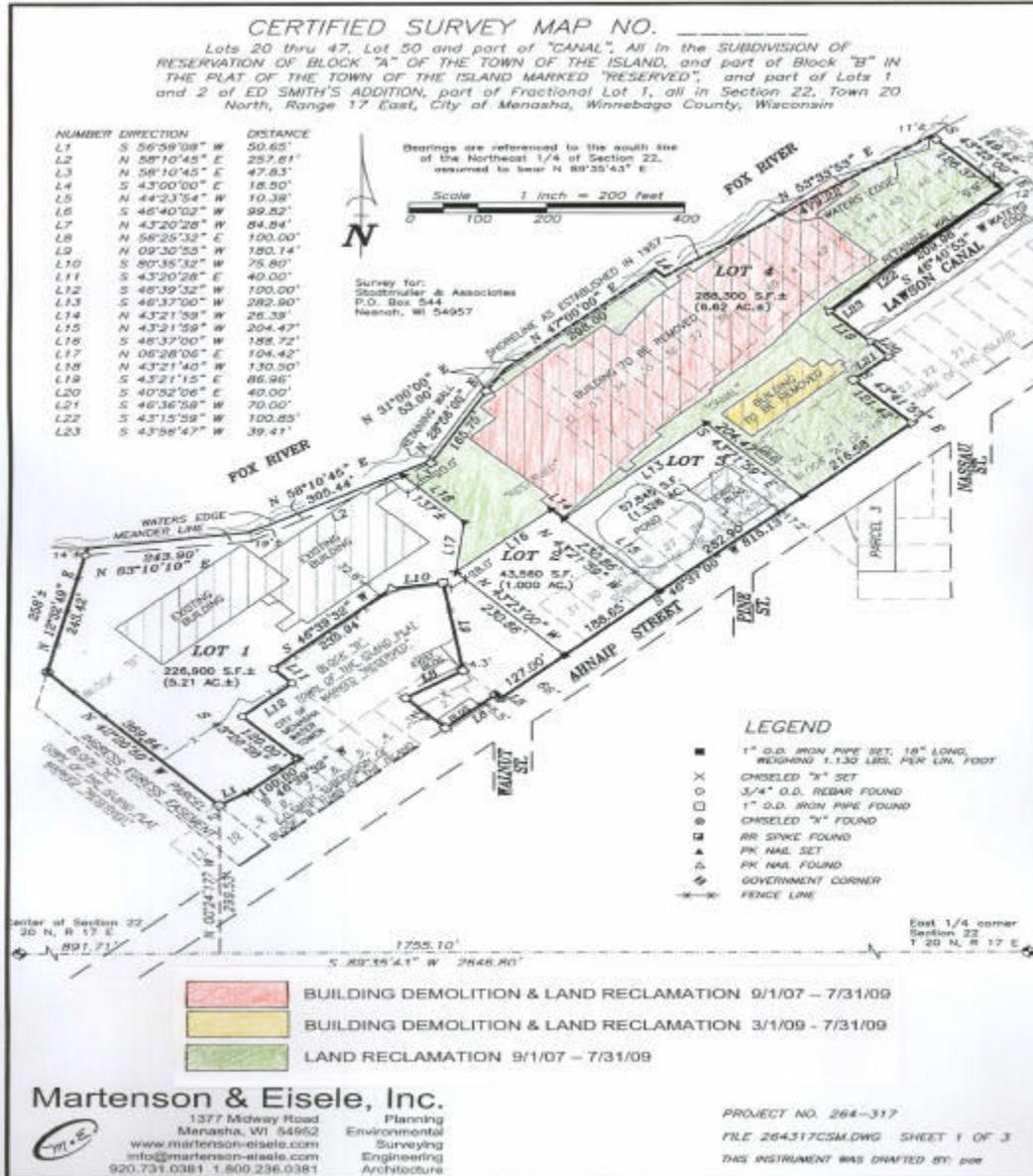


EXHIBIT "D"

DEVELOPER FINANCED TAX INCREMENT FINANCING Interest Rate Determination

City shall be responsible to make payments to Developer for the Grant amount of \$675,000 as specified in Section 6.1 of the Agreement. The rate of interest applied to the unpaid balance shall be equal to the prime banking rate (defined to be the local bank cost of funds rate plus 3.25 points) as determined on the date of the full and complete approval and execution of this Agreement by the City and the Developer (if the approval and execution were to occur on (3-14-07 the rate would have been 8.25%). This rate once established shall remain fixed for the entire period and shall be applied to the outstanding balance due the Developer from the City and shall not be modified.

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 7/5/07-7/12/07 Checks # 13157-13302	\$ 279,992.06
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Payroll Checks for 7/5/07-7/12/07 Checks # 33027-33321	<u>164,990.08</u>
---	-------------------

Total	\$ 444,982.14
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**Gaps in the sequence of accounts payable check numbers may be caused by: voiding checks at the start of a new check run to set up printing of the checks correctly, having a large number of invoices on a particular vendor which causes the payment to be printed on more than one accounts payable check , incorrect alphabetizing of a vendor causing the accounts payable check to appear out of sequence or software/printer problems which result in accounts payable checks being printed incorrectly and needing to be discarded.

Marshall & Ilsley Trust Company-Flexible Spending & Dependent Care

Menasha Employees Credit Union-Employee Deductions

Menasha Employees Local 1035-Union Dues

Menasha Employees Local 1035B-Union Dues

USCM Payroll Processing-Deferred Compensation

Wisconsin Support Collections-Child/Spousal Support

United Way-Employee Donations

AMT-Garnishments

Date: Thursday, July 05, 2007
 Time: 09:47AM
 User: MGRIESBACH

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
01030 AAA SANITATION INC	145931	31100	55	07-202-209	165.00	PORATBLE TOILETS/BOAT LANDING
	145930	31100	55	07-202-209	165.00	PORTABLE TOILETS/BRIGHTON BH
	Check Date 7/5/2007	Check Nbr	013157		Check Total:	330.00
01465 ALL-SPORT TROPHY	30941	31100	55	07-201-300	90.00	REC STAFF NAME TAGS
		Check Date 7/5/2007	Check Nbr	013158	Check Total:	90.00
01600 AMERICAN MILLWORK & HARDWARE	104592	31100	54	10-121-300	42.91	MARKING PAINT
		Check Date 7/5/2007	Check Nbr	013159	Check Total:	42.91
01675 AMT		31100	21	04-299-022	150.00	
		Check Date 7/5/2007	Check Nbr	013160	Check Total:	150.00
02040 BADGER HIGHWAYS CO INC	135991	31100	54	10-122-300	183.52	HOTMIX ASPAHLT
	135991	31482	54	10-124-821	5,948.46	HOTMIX ASPHALT
	136045	31100	54	10-122-300	660.08	HOTMIX ASPHALT
	136045	31100	55	07-202-300	6,489.80	HOTMIX ASPHALT
	Check Date 7/5/2007	Check Nbr	013161	Check Total:	13,281.86	
02335 BECK ELECTRIC INC	D180	31100	55	07-202-240	425.33	REPAIRS @ KOSLO
		Check Date 7/5/2007	Check Nbr	013162	Check Total:	425.33
02410 BERGSTROM NEENAH-MENASHA FORD	96161	31731	54	10-149-383	76.70	VALVE
		Check Date 7/5/2007	Check Nbr	013163	Check Total:	76.70
02660 BORSCHER ROOFING PROFESSIONALS	15591	31100	51	10-115-240	199.51	FIX LEAK/ROOF/CITY HALL
		Check Date 7/5/2007	Check Nbr	013164	Check Total:	199.51
03070 CALUMET COUNTY TREASURER	070207	31100	21	04-229-000	1,811.40	PENALTY ON AGRICULTURAL LAND
		Check Date 7/5/2007	Check Nbr	013165	Check Total:	1,811.40

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
03145 CAREW CONCRETE & SUPPLY CO INC	724333	31100	54	10-135-300	586.00	701 HARRIS STREET
	725197	31100	54	10-122-300	442.00	800 BLK OF IDA
	724810	31100	54	10-122-300	730.00	7TH & KINZIE OFF RACINE
	725196	31100	54	10-122-300	907.76	974 IDA ST
	725196	31100	54	10-135-300	25.00	974 IDA ST
	725397	31100	54	10-122-300	370.00	828 IDA ST
	726603	31485	54	10-121-300	676.00	PROVINCE LINK & ONEIDA
	726908	31485	54	10-121-300	658.00	441 TO ONEIDA
Check Date	7/5/2007	Check Nbr	013166	Check Total:	4,394.76	
03225 CB SUPPLY COMPANY INC	0132420-IN	31731	54	10-149-383	15.03	ROD END
	Check Date	7/5/2007	Check Nbr	013167	Check Total:	15.03
03435 CINTAS FIRE PROTECTION	F36389416	31100	52	08-101-240	156.00	SEMI-ANNUAL SERVICE
	Check Date	7/5/2007	Check Nbr	013168	Check Total:	156.00
04275 DIGICORPORATION	49752	31100	13	04-113-000	-138.30	
	49752	31731	54	10-149-291	267.30	ENVELOPES/LETTERHEAD
	Check Date	7/5/2007	Check Nbr	013169	Check Total:	129.00
04305 DIVERSIFIED RISK INSURANCE	070307	31733	21	04-229-000	249.07	
	Check Date	7/5/2007	Check Nbr	013170	Check Total:	249.07
04350 DOMINO'S PIZZA	0008608-IN	31100	55	07-201-338	116.31	3 ON 3 BASKETBALL TOURNEY
	Check Date	7/5/2007	Check Nbr	013171	Check Total:	116.31
06115 FERRELLGAS	1016462738	31731	54	10-149-300	28.05	LIQUEFIED PETROLEUM GAS
	Check Date	7/5/2007	Check Nbr	013172	Check Total:	28.05

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
08500 KATIE HORNER	062907	31100	22	04-101-000	24.00	OVERPAYMENT SWIM LESSONS
	Check Date 7/5/2007	Check Nbr	013173		Check Total:	24.00
08505 HORST DISTRIBUTING INC	391500	31100	55	07-202-300	431.00	ATHLETIC FIELD SUPPLIES
	Check Date 7/5/2007	Check Nbr	013174		Check Total:	431.00
11075 GREG KEIL	062907	31100	56	03-202-311	5.74	POSTAGE
	062907	31100	56	03-202-331	109.61	MILEAGE
	062907	31100	56	03-202-333	7.00	MEALS
	Check Date 7/5/2007	Check Nbr	013175		Check Total:	122.35
11142 BRANDON KIRK	062807	31100	22	04-101-000	29.00	CLASS REFUND/MEDICAL
	Check Date 7/5/2007	Check Nbr	013176		Check Total:	29.00
11233 TOM KONETZKE	062607	31100	55	07-202-240	175.00	DISTANCE SIGNS/KOSLO
	Check Date 7/5/2007	Check Nbr	013177		Check Total:	175.00
12250 LAWSON PRODUCTS INC	5704819	31731	54	10-149-300	220.50	HEAT SHRINK TUBES/WASHERS
	Check Date 7/5/2007	Check Nbr	013178		Check Total:	220.50
12375 LEVENHAGEN CORPORATION	61648	31207	55	07-205-381	2,241.75	LEAD FREE GAS/MARINA
	Check Date 7/5/2007	Check Nbr	013179		Check Total:	2,241.75
13043 MANAWA TELEPHONE CO	070107	31100	51	04-109-221	39.95	INTERNET SERVICE
	Check Date 7/5/2007	Check Nbr	013180		Check Total:	39.95

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13095 MARSHALL & ILSLEY TRUST CO		31100	21	04-415-000	132.38	
		31100	21	04-417-000	96.15	
		31100	21	04-415-000	1,555.97	
		31100	21	04-417-000	76.93	
		31100	21	04-619-003	37.50	
		31100	21	04-619-003	165.00	
	Check Date 7/5/2007	Check Nbr	013181		Check Total:	2,063.93
13149 MATTHEWS COMMERCIAL TIRE CTR	020793	31731	54	10-149-382	1,589.09	REPAIRS
	Check Date 7/5/2007	Check Nbr	013182		Check Total:	1,589.09
13345 MENARDS-APPLETON EAST	66803	31100	54	10-131-240	42.79	FAUCET/HOSE FOR SIGN SHOP
	Check Date 7/5/2007	Check Nbr	013183		Check Total:	42.79
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	1,960.00	
		31100	21	04-299-020	19,427.00	
	Check Date 7/5/2007	Check Nbr	013184		Check Total:	21,387.00
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	256.00	
	Check Date 7/5/2007	Check Nbr	013185		Check Total:	256.00
13377 MENASHA EMPLOYEES LOCAL 1035B		31100	21	04-299-032	221.76	
	Check Date 7/5/2007	Check Nbr	013186		Check Total:	221.76
13550 MICHELS MATERIALS	181860	31485	56	03-202-822	2,074.07	STONE/NATURES WAY
	181672	31485	56	03-202-822	838.50	STONE/BASE/NATURES WAY
	181859	31485	56	03-202-822	4,285.77	STONE/NATURES WAY
	181861	31485	56	03-202-822	6,383.23	STONE/NATURES WAY
	181673	31100	54	10-124-300	914.97	SCREENING
	Check Date 7/5/2007	Check Nbr	013187		Check Total:	14,496.54

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13755 MORTON SAFETY	182786	31100	55	07-201-300	48.71	REC FIRST AID SUPPLIES
	183775	31100	55	07-202-315	110.20	EAR PROTECTION
	Check Date 7/5/2007	Check Nbr	013188		Check Total:	158.91
13870 PEGGY MURPHY	050107	31100	53	09-102-331	45.39	MILEAGE
	050107	31100	53	09-114-331	48.74	MILEAGE
	050107	31100	53	09-118-336	15.33	MILEAGE
	Check Date 7/5/2007	Check Nbr	013189		Check Total:	109.46
14010 N&M AUTO SUPPLY	174223	31731	54	10-149-383	103.91	BRAKE PADS/EXACT FIT BLADE
	175228	31731	54	10-149-383	16.71	AIR FILTER
	175249	31731	54	10-149-383	10.52	FUEL FILTER
	174309	31731	54	10-149-383	16.54	AIR FILTERS
	174970	31731	54	10-149-383	63.54	BRAKE PADS
	174971	31731	54	10-149-383	122.72	BRAKE ROTOR
	175149	31731	54	10-149-383	32.81	SERP BELT
	175021	31731	54	10-149-382	115.60	TIRE REPAIR SUPPLIES
	174839	31731	54	10-149-383	15.52	BELT
	175251	31731	54	10-149-383	16.71	AIR FILTER
	174973	31731	54	10-149-383	39.28	CABIN AIR FILTER
	176326	31731	54	10-149-383	58.65	OXYGEN SENSOR
		Check Date 7/5/2007	Check Nbr	013190		Check Total:
14220 NEENAH-MENASHA SEWERAGE COMM	2007-112	31201	54	10-302-250	16,889.00	BOND ISSUE INTEREST CHARGES
	2007-106	31201	54	10-302-250	69,278.17	WASTEWATER TREATMENT JULY 2007
	Check Date 7/5/2007	Check Nbr	013191		Check Total:	86,167.17
14265 SUSAN NETT	060107	31100	53	09-102-331	6.60	MILEAGE
	060107	31100	53	09-118-336	15.58	MILEAGE
	Check Date 7/5/2007	Check Nbr	013192		Check Total:	22.18

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14325 NEWMAN TRAFFIC SIGNS	TI-0177439	31100	54	10-131-300	172.50	FLR-BLT-WSH
	TI-0177622	31100	54	10-131-300	3,774.75	SHEETING
	Check Date 7/5/2007	Check Nbr	013193		Check Total:	3,947.25
14363 NIELSON COMMUNICATIONS	APP07-21330	31731	54	10-149-242	77.50	REPAIR REMOTE IN MAINTENANCE
	Check Date 7/5/2007	Check Nbr	013194		Check Total:	77.50
16025 PACKER CITY INTERNATIONAL	3271570061	31731	54	10-149-383	88.66	AIR FILTERS
	3271570011	31731	54	10-149-383	9.40	BELT
	Check Date 7/5/2007	Check Nbr	013195		Check Total:	98.06
16125 PBBS EQUIPMENT CORPORATION	33024	31100	55	07-203-243	663.00	BOILER REPAIR/POOL
	Check Date 7/5/2007	Check Nbr	013196		Check Total:	663.00
16320 PITNEY BOWES	4842044-JN07	31100	51	10-115-243	375.00	MARCH 30-JUNE 30 RENTAL
	Check Date 7/5/2007	Check Nbr	013197		Check Total:	375.00
18370 RIESTERER & SCHNELL INC	479773	31731	54	10-149-383	46.53	COOLANT
	Check Date 7/5/2007	Check Nbr	013198		Check Total:	46.53
18400 ROAD EQUIPMENT	469389	31731	54	10-149-383	789.18	BRAKE SHOE KIT/CORE/BRAKE DRUM
	Check Date 7/5/2007	Check Nbr	013199		Check Total:	789.18
19012 SABRE LANES	062207	31100	55	07-201-205	65.00	BOWLING BUS TRIP
	Check Date 7/5/2007	Check Nbr	013200		Check Total:	65.00

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
19130 DIANE SCHABACH	061307	31207	55	07-205-242	53.46	FLOAT AND BRUSH REPAIRS
	061307	31207	55	07-205-291	239.31	CALENDAR OF EVENTS/PRINTING
	061307	31207	55	07-205-291	39.00	SEASONAL LETTER
	061307	31207	55	07-205-300	483.23	DOCK BOX/CLEATS/DOORMAT/MISC
	061307	31207	55	07-205-311	375.90	POSTAGE/CALENDAR OF EVENTS
	061307	31207	55	07-205-311	219.39	MAILING LIST
	061307	31207	55	07-205-311	39.00	STAMPS
Check Date	7/5/2007	Check Nbr	013201	Check Total:	1,449.29	
19585 SPORTS GRAPHICS	3474A	31100	55	07-203-310	140.00	POOL STAFF CLOTHING
	Check Date	7/5/2007	Check Nbr	013202	Check Total:	140.00
19693 STEPP EQUIPMENT COMPANY	238726	31731	54	10-149-383	122.27	RUBBER PADS
	Check Date	7/5/2007	Check Nbr	013203	Check Total:	122.27
20010 T2 SYSTEMS INC	114103-M	31100	51	04-109-243	2,095.00	ANNUAL HARDWARE MAINTENANCE
	Check Date	7/5/2007	Check Nbr	013204	Check Total:	2,095.00
20075 TEL/COM	10063389	31262	52	08-101-221	399.95	PAGERS
	10063479	31100	51	04-109-221	7.95	IS
	10063479	31100	51	10-115-221	7.95	QUICK
	10063479	31100	55	06-101-221	7.95	POWELL
	10063479	31100	55	07-202-221	47.70	PARKS
	Check Date	7/5/2007	Check Nbr	013205	Check Total:	471.50
20325 TRAFFIC & PARKING CONTROL CO	273016	31100	54	10-131-300	1,330.00	MATERIALS
	Check Date	7/5/2007	Check Nbr	013206	Check Total:	1,330.00
21045 UNIFIRST CORPORATION	0970015064	31731	54	10-149-201	72.96	MAT/CLOTHING SERVICE
	Check Date	7/5/2007	Check Nbr	013207	Check Total:	72.96

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
21085 UNITED TRANSLATORS INC	070002386	31100	53	09-102-215	25.00	SPANISH
	Check Date 7/5/2007	Check Nbr 013208			Check Total: 25.00	
21095 UNITED WAY FOX CITIES		31100	21	04-299-021	99.50	
	Check Date 7/5/2007	Check Nbr 013209			Check Total: 99.50	
21205 US CELLULAR	200267787-040	31100	51	01-102-221	41.02	LAUX
	200267787-040	31100	51	02-103-221	39.45	BRANDT
	200267787-040	31100	51	04-106-221	8.77	STOFFEL
	200267787-040	31100	51	04-109-221	63.75	JAMES/LACEY
	200267787-040	31100	51	10-115-221	41.33	ALIX
	200267787-040	31100	52	08-101-221	500.61	POLICE
	200267787-040	31100	53	09-103-221	44.15	DREW
	200267787-040	31100	53	09-119-221	74.71	NETT/HEALTH
	200267787-040	31100	54	10-111-221	135.70	RADTKE/ENG
	200267787-040	31731	54	10-149-221	72.34	JACOBSON
	200267787-040	31201	54	10-301-221	10.23	CONFINED SPACE
	200267787-040	31100	55	07-201-221	75.13	TUNGATE
	200267787-040	31100	55	07-202-221	68.66	HUSS
	200267787-040	31100	55	07-203-221	35.86	POOL
	200267787-040	31100	56	03-202-221	83.82	KEIL/BECKENDORF
	Check Date 7/5/2007	Check Nbr 013210			Check Total: 1,295.53	
21280 USCM PAYROLL PROCESSING		31100	21	04-419-000	1,072.50	
		31100	21	04-419-000	7,826.28	
	Check Date 7/5/2007	Check Nbr 013211			Check Total: 8,898.78	
22120 VALLEY POPCORN CO INC	72051	31100	55	07-203-243	104.50	POPCORN MACHINE REPAIR
	Check Date 7/5/2007	Check Nbr 013212			Check Total: 104.50	

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23090 WATERBLAST EQUIPMENT LLC	8863	31731	54	10-149-242	89.00	BELT LOOSE/TIGHTENED
	Check Date 7/5/2007	Check Nbr	013213		Check Total:	89.00
23097 KIM WATT	062907	31100	22	04-101-000	24.00	OVERPAYMENT SWIM LESSONS
	Check Date 7/5/2007	Check Nbr	013214		Check Total:	24.00
23180 WG INC	270560	31100	55	07-203-315	90.00	POOL SAFETY CONES
	Check Date 7/5/2007	Check Nbr	013215		Check Total:	90.00
23215 WIL-KIL PEST CONTROL	1139258	31100	55	07-202-206	90.00	SPIDER SPRAY/SMITH
	Check Date 7/5/2007	Check Nbr	013216		Check Total:	90.00
23275 WINNEBAGO COUNTY TREASURER	JUNE	31310	57	04-101-610	1,528.19	WINN CO IND DEV/PRINCIPAL
	JUNE	31310	57	04-201-620	621.81	WINN CO IND DEV/INTEREST
	Check Date 7/5/2007	Check Nbr	013217		Check Total:	2,150.00
23397 WISCONSIN DEPARTMENT OF TRANSP	L47320	31100	54	10-111-212	9,528.10	RACINE ST/MANITOWOC ST PROJ
	L47319	31100	54	10-111-212	6,067.97	TAYCO/RACINE ST PROJECT
	Check Date 7/5/2007	Check Nbr	013218		Check Total:	15,596.07
23455 WISCONSIN SUPPORT COLLECTIONS		31100	21	04-299-015	436.31	
		31100	21	04-299-016	138.40	
		31100	21	04-299-015	894.60	
	Check Date 7/5/2007	Check Nbr	013219		Check Total:	1,469.31
Grand Total:					193,581.05	

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01050 ACC PLANNED SERVICE INC	12051	31100	52	05-201-240	150.51	MATERIAL/WORK AT POLICE
	12051	31100	52	08-101-240	225.76	MATERIAL/WORK AT POLICE
	12053	31100	52	05-201-240	136.83	VALVES/SWITCHES ON COMPRESSOR
	12053	31100	52	08-101-240	205.24	VALVES/SWITCHES ON COMPRESSOR
	Check Date 7/12/2007	Check Nbr	013220		Check Total:	718.34
01054 ACCENT FLORAL & GIFTS LLC	063007	31100	55	04-221-316	90.00	SYNMPATHY/JULIUS/STANKE
		Check Date 7/12/2007	Check Nbr	013221	Check Total:	90.00
01075 ACCURATE SUSPENSION WAREHOUSE	7010260	31731	54	10-149-300	69.12	SHOP SUPPLIES
	7009840	31731	54	10-149-300	66.56	SHOP SUPPLIES
		Check Date 7/12/2007	Check Nbr	013222	Check Total:	135.68
01630 AMERICAN RED CROSS OF NEENAH-	1612	31100	12	04-399-000	541.00	CPR/FIRST AID COURSES
	1612	31100	53	09-102-337	16.00	CPR/FIRST AID COURSES
		Check Date 7/12/2007	Check Nbr	013223	Check Total:	557.00
01765 APPLETON STEEL INC	20348	31731	54	10-149-300	24.70	13 GALLONS DOM
		Check Date 7/12/2007	Check Nbr	013224	Check Total:	24.70
02040 BADGER HIGHWAYS CO INC	136147	31100	54	10-121-300	157.29	COLD MIX
	136203	31100	54	10-122-300	4,926.99	HOTMIX ASPHALT
		Check Date 7/12/2007	Check Nbr	013225	Check Total:	5,084.28
02220 BATTERIES PLUS-502	502-206722	31731	54	10-149-300	13.92	BATTERIES
		Check Date 7/12/2007	Check Nbr	013226	Check Total:	13.92
02405 BERGSTROM AUTOMOTIVE NEENAH	207858	31731	54	10-149-383	7.41	SEAL
		Check Date 7/12/2007	Check Nbr	013227	Check Total:	7.41

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02407 BERGSTROM GM OF NEENAH	CM208054	31731	54	10-149-383	-490.46	MODULE
	208210-1	31731	54	10-149-383	72.21	TANK ASSEMBLY
	207675	31731	54	10-149-383	18.63	SWITCH
Check Date	7/12/2007	Check Nbr	013228	Check Total:	-399.62	
02410 BERGSTROM NEENAH-MENASHA FORD	FOCS101837	31100	52	08-101-295	1,831.94	VEHICLE REPAIR
	Check Date	7/12/2007	Check Nbr	013229	Check Total:	1,831.94
02660 BORSCHER ROOFING PROFESSIONALS	15596	31100	52	08-101-240	249.45	REPAIR LEAK POLICE
	Check Date	7/12/2007	Check Nbr	013231	Check Total:	249.45
02780 BRUCE MUNICIPAL EQUIPMENT INC	5071897	31731	54	10-149-383	225.08	BLOWER MOTOR
	Check Date	7/12/2007	Check Nbr	013232	Check Total:	225.08
02796 BUBRICK'S	41813	31100	52	08-101-310	265.15	OFFICE SUPPLIES
	Check Date	7/12/2007	Check Nbr	013233	Check Total:	265.15
03145 CAREW CONCRETE & SUPPLY CO INC	728605	31485	54	10-121-300	991.00	MANITOWOC ROAD
	728397	31100	54	10-121-300	81.76	SPECIAL PRODUCTS
	727904	31100	54	10-122-300	172.00	EAST OFF TAYCO
Check Date	7/12/2007	Check Nbr	013234	Check Total:	1,244.76	
03225 CB SUPPLY COMPANY INC	0132528-IN	31731	54	10-149-383	30.06	BELT
	Check Date	7/12/2007	Check Nbr	013235	Check Total:	30.06
04135 DAVIS & KUELTHAU SC	281093	31100	51	02-103-211	4,185.51	WISCO ENTERPRISES
	281093	31100	51	02-105-211	1,192.50	GENERAL LABOR
Check Date	7/12/2007	Check Nbr	013236	Check Total:	5,378.01	

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04139 VALERIE DAVIS	060107	31100	53	09-102-331	9.94	MILEAGE
	060107	31100	53	09-104-331	3.20	MILEAGE
	Check Date	7/12/2007	Check Nbr	013237	Check Total:	13.14
17128 DENISE QUICK	062907	31100	51	10-115-331	20.86	MILEAGE
		Check Date	7/12/2007	Check Nbr	013276	Check Total:
04450 DWD-UI	80595	31100	51	04-107-162	566.28	ASSESSOR
		Check Date	7/12/2007	Check Nbr	013238	Check Total:
06010 FABCO EQUIPMENT INC	C200817	31731	54	10-149-383	148.79	HOSE/COUPLINGS
	C202285	31731	54	10-149-383	649.54	VALVE
		Check Date	7/12/2007	Check Nbr	013239	Check Total:
06110 FERGUSON ENTERPRISES INC #448	0233998	31100	55	07-202-240	378.66	HAND PUMP/HART PARK
		Check Date	7/12/2007	Check Nbr	013240	Check Total:
06225 FIRST SUPPLY LLC	63580-00	31100	55	07-202-240	138.78	SOLENOID/URINAL PARTS KIT
		Check Date	7/12/2007	Check Nbr	013241	Check Total:
06615 FOX VALLEY TECHNICAL COLLEGE	EC44951	31100	52	08-101-337	595.00	DAAT INSTRUCTOR
		Check Date	7/12/2007	Check Nbr	013242	Check Total:
07080 GANNETT WISCONSIN NEWSPAPERS	0002838143	31100	51	04-101-292	1,539.79	PUBLICATIONS
	0002838143	31100	55	04-221-292	68.88	PUBLICATIONS
	0002838143	31100	55	07-201-292	26.96	PUBLICATIONS
		Check Date	7/12/2007	Check Nbr	013243	Check Total:
07275 GOPHER SPORT	7427041	31100	55	07-201-300	36.50	PROGRAM PRACTICE BASEBALLS
		Check Date	7/12/2007	Check Nbr	013244	Check Total:

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07580 GUNDERSON UNIFORM & LINEN RENT	1208220	31100	51	10-115-201	14.29	MAT/MOP SERVICE
	1208220	31100	53	09-212-313	3.19	MAT/MOP SERVICE
	1208220	31100	55	07-202-313	3.19	MAT/MOP SERVICE
	1208219	31100	52	08-101-313	29.95	TOWEL/MAT SERVICE
Check Date	7/12/2007	Check Nbr	013245	Check Total:	50.62	
08190 HAWKINS WATER TREATMENT	1076202	31100	55	07-203-300	2,928.13	POOL CHEMICALS
	1079009	31100	55	07-203-300	518.62	POOL FILTER POWDER
Check Date	7/12/2007	Check Nbr	013246	Check Total:	3,446.75	
08465 HOME DEPOT CREDIT SERVICES	4230785	31100	51	10-115-310	35.22	PLANTS FOR UNDER MURIAL
Check Date	7/12/2007	Check Nbr	013247	Check Total:	35.22	
08505 HORST DISTRIBUTING INC	391500	31100	55	07-202-300	431.00	ATHLETIC FIELD SUPPLIES
	391500	31100	55	07-202-300	-431.00	DUPLICATE PAYMENT
Check Date	7/12/2007	Check Nbr	013248	Check Total:	0.00	
09105 INDEPENDENT INSPECTIONS LTD	300041	31100	52	03-301-216	10,778.75	PERMITS/LICENCES RENEWED
Check Date	7/12/2007	Check Nbr	013249	Check Total:	10,778.75	
09290 INTERSTATE BATTERY OF GREEN BA	90038170	31731	54	10-149-383	75.95	
Check Date	7/12/2007	Check Nbr	013250	Check Total:	75.95	
10230 JOHN'S SAW SERVICE	8015	31731	54	10-149-383	35.97	CLUTCH SHOES
Check Date	7/12/2007	Check Nbr	013251	Check Total:	35.97	

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10335 JX ENTERPRISES INC	D271660037	31731	54	10-149-383	170.38	RADIO/MIRROR/STRAP
	D271690032	31731	54	10-149-383	53.95	TIE ROD
	D271650084	31731	54	10-149-383	111.20	ABS VALVE KIT
	D271650079	31731	54	10-149-383	189.13	STOCK
	D271650115	31731	54	10-149-315	381.85	SHOP TOOLS
	D271590044	31731	54	10-149-383	76.52	STOCK
	D271760085	31731	54	10-149-294	4.40	SILICONE
Check Date	7/12/2007	Check Nbr	013252	Check Total:	987.43	

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11155 KITZ & PFEIL INC	052114-0008	31100	55	07-202-315	38.67	TOOLS FOR SHOP
	052114-0158	31100	55	07-203-315	13.11	REMOVE ROLL PIN @ POOL
	052114-0186	31100	55	07-203-315	16.19	PUNCH KIT TO REMOVE ROLL PINS
	052214-0004	31100	54	10-122-300	17.08	SISAL TWINE
	052214-0012	31100	51	10-115-240	16.89	PAINT SUPPLIES/OVERHANG LIGHTS
	052214-0023	31731	54	10-149-383	23.36	CHAIN ENDS FOR PAVER TRAILER
	052214-0045	31100	55	07-202-315	62.48	COOLERS/DRINKS/PARK CREW
	052314-0186	31100	51	10-115-313	4.99	FLOWER POT SOIL
	052314-0186	31100	52	08-101-313	4.99	FLOWER POT SOIL
	052403-0009	31731	54	10-149-383	10.00	AIR FILTER
	052414-0025	31731	54	10-149-383	7.53	AUTO FUSE/STOCK
	052514-0031	31100	51	10-115-315	7.99	WRENCH
	052514-0031	31100	53	09-212-240	9.94	ROOF REPAIR
	052514-0105	31100	51	10-115-300	4.99	BATTERIES
	052514-0105	31100	53	09-212-240	3.40	ROOF REPAIR
	052514-0221	31100	55	07-201-300	11.48	KEY
	052903-0012	31100	55	07-203-240	45.63	PAINTING AT POOL
	052914-0054	31100	55	07-203-240	24.81	PAINTING AT POOL
	052914-0065	31100	55	07-203-240	56.93	PAINTING AT POOL
	053014-0003	31100	55	07-203-240	39.09	PAINTING AT POOL
	053114-0007	31100	55	07-203-240	14.81	TAPE/BOLTS/HOOKS
	053114-0090	31100	52	08-101-240	4.88	SOAP DISPENSER MATERIALS
	060109-002	31100	55	07-203-240	38.64	PAINTING AT POOL
	060414-0007	31100	55	07-202-300	25.14	VANDALISM AT CLOVIS
	060414-0082	31100	55	07-202-240	8.08	REPAIR AT PARK SHOP
	060414-0176	31100	55	07-203-240	12.09	PAINTING AT POOL
	060514-0018	31100	53	09-212-240	2.96	FAUCET END
	060614-0084	31207	55	07-205-240	38.23	ANCHORING FOR CLEATS AT MARINA
	060614-0207	31100	51	04-109-310	3.86	EMERGENCY PHONE JACK
	060714-0044	31100	54	10-131-300	49.99	SPRAYER/FLEX JOINT KNIVES
	060714-0105	31100	52	08-101-313	28.78	RECYCLE CANS
	060714-0113	31207	55	07-205-240	11.97	HARDWARE FOR CLEATS
060714-0184	31100	54	10-121-300	5.39	OXYACET TIP CLEANER FOR ROLLER	

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	060814-0067	31100	55	07-202-243	1.29	KEY FOR SMITH
	060814-0072	31731	54	10-149-383	1.26	HARDWARE MISC
	061214-0011	31731	54	10-149-383	3.91	HARDWARE MISC
	061214-0101	31100	55	07-202-240	9.68	PAINT @ KOSLO
	061314-0138	31100	51	10-115-300	2.70	WEED BARRIER STAPLES
	061414-0006	31100	52	08-101-300	13.48	VELCRO STRIPS/BATTERIES
	061614-0113	31100	55	07-203-310	4.48	POOL OFFICE SUPPLIES
	061809-0007	31207	55	07-205-240	7.65	BOLTS FOR CLEATS/MARINA
	061814-0090	31100	55	07-202-240	1.29	KEY
	061914-0016	31100	51	04-109-315	14.39	TORX BIT TIP SET
	061914-0114	31100	55	07-202-315	14.39	TAPE MEASURE
	061914-0140	31100	55	07-203-240	2.60	POOL ICE STAND
	062014-0003	31100	54	10-121-315	31.44	C-CLAMPS
	062014-0078	31100	51	10-115-300	18.51	SAWSALL BLADES
Check Date	7/12/2007	Check Nbr	013256		Check Total:	791.44
11365 KUNDINGER FLUID POWER INC	P-50095-0	31731	54	10-149-383	27.40	ELEMENT
Check Date	7/12/2007	Check Nbr	013257		Check Total:	27.40
13095 MARSHALL & ILSLEY TRUST CO		31100	21	04-415-000	132.38	
		31100	21	04-417-000	96.15	
Check Date	7/12/2007	Check Nbr	013258		Check Total:	228.53
13097 MARSHALL & ILSLEY TRUST-MILW	5105542	31100	51	02-105-216	260.00	MONTHLY FEE
Check Date	7/12/2007	Check Nbr	013259		Check Total:	260.00
13149 MATTHEWS COMMERCIAL TIRE CTR	020971	31731	54	10-149-382	868.48	TIRE REPAIR
	020886	31731	54	10-149-382	365.75	REPAIR/SHOP SUPPLIES
Check Date	7/12/2007	Check Nbr	013260		Check Total:	1,234.23

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13180 MC CLONE INSURANCE GROUP	75740	31733	51	02-116-216	2,000.00	ANNUAL CONSULTING FEE
	<u>Check Date</u> 7/12/2007	<u>Check Nbr</u>	<u>013261</u>		<u>Check Total:</u> 2,000.00	
13360 MENASHA ELECTRIC & WATER UTILI	062607	31100	12	04-399-000	7.34	TRAFFIC LIGHTS/RACINE/NINTH
	062607	31100	54	10-131-223	187.39	TRAFFIC LIGHTS
	062607	31201	54	10-301-223	62.03	LIFT STATIONS
	062607	31100	55	07-202-223	528.57	TRAFFIC LIGHTS
	062607	31100	55	07-202-223	11.82	PARKS/RACINE AT 4441
	062607	31100	55	07-202-225	402.94	PARK LIGHTS
	070807	31100	54	10-143-223	12,048.03	STREET LIGHTING
	<u>Check Date</u> 7/12/2007	<u>Check Nbr</u>	<u>013262</u>		<u>Check Total:</u> 13,248.12	
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	1,960.00	
	<u>Check Date</u> 7/12/2007	<u>Check Nbr</u>	<u>013263</u>		<u>Check Total:</u> 1,960.00	
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	256.00	
	<u>Check Date</u> 7/12/2007	<u>Check Nbr</u>	<u>013264</u>		<u>Check Total:</u> 256.00	
13420 MENASHA PARK & RECREATION	071107	31100	55	07-201-300	52.92	PROGRAM SUPPLIES
	071107	31100	55	07-201-300	5.98	POPCORN
	<u>Check Date</u> 7/12/2007	<u>Check Nbr</u>	<u>013265</u>		<u>Check Total:</u> 58.90	
13550 MICHELS MATERIALS	182140	31485	56	03-202-822	571.39	NATURES WAY
	<u>Check Date</u> 7/12/2007	<u>Check Nbr</u>	<u>013266</u>		<u>Check Total:</u> 571.39	
13685 MINNESOTA MUTUAL LIFE INSURANC	AUGUST 2007	31100	21	04-618-000	2,404.77	LIFE INSURANCE
	<u>Check Date</u> 7/12/2007	<u>Check Nbr</u>	<u>013267</u>		<u>Check Total:</u> 2,404.77	
13714 MK & ASSOCIATES &	071207	31485	56	03-202-822	9,745.00	NATURES WAY
	<u>Check Date</u> 7/12/2007	<u>Check Nbr</u>	<u>013268</u>		<u>Check Total:</u> 9,745.00	

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14010 N&M AUTO SUPPLY	177783	31731	54	10-149-315	53.99	SOCKET
	177444	31731	54	10-149-383	18.90	BEARING
	177440	31731	54	10-149-383	55.08	STOCK
	177558	31731	54	10-149-383	57.67	DISC BRAKE PADS
	177738	31731	54	10-149-383	63.54	DISC BRAKE PADS
	175534	31731	54	10-149-383	35.10	OIL FILTER
	175691	31731	54	10-149-383	328.01	CORE DEPOSIT/STARTER
	176092	31731	54	10-149-383	17.65	FUSE HOLDER/BELT
	176150	31731	54	10-149-383	5.45	RAD CAP
	175814	31731	54	10-149-383	379.11	ALTERNATOR
	175469	31731	54	10-149-300	16.74	COUPLER
	175396	31731	54	10-149-383	8.97	PLUG
	Check Date	7/12/2007	Check Nbr	013269	Check Total:	1,040.21
15080 OFFICEMAX CONTRACT INC	259818	31731	54	10-149-310	50.63	OFFICE SUPPLIES
	259818	31100	55	07-202-310	11.00	OFFICE SUPPLIES
	332273	31731	54	10-149-310	10.08	OFFICE SUPPLIES
	332243	31731	54	10-149-310	-5.99	OFFICE SUPPLIES
Check Date	7/12/2007	Check Nbr	013271	Check Total:	65.72	
16025 PACKER CITY INTERNATIONAL	3271660044	31731	54	10-149-383	12.65	FUEL FILTER
	3271620033	31731	54	10-149-383	20.12	FUEL FILTER
	3271650016	31731	54	10-149-383	16.90	GOVERNOR
	3271650020	31731	54	10-149-383	16.90	GOVERNOR
	3271640087	31731	54	10-149-383	144.68	FILTERS
	3271620028	31731	54	10-149-383	76.06	FILTERS
	3271640086	31731	54	10-149-383	88.66	FILTERS
	3271620039	31731	54	10-149-383	11.37	VALVE
Check Date	7/12/2007	Check Nbr	013272	Check Total:	387.34	

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
16454 POOL WORKS INC	208328	31100	55	07-203-300	12.98	REAGENT
	Check Date 7/12/2007	Check Nbr	013273		Check Total:	12.98
16775 DAVID POWELL	062907	31100	51	10-115-331	28.76	MILEAGE
	Check Date 7/12/2007	Check Nbr	013274		Check Total:	28.76
16815 PSS-CHICAGO	38147523	31100	53	09-102-300	29.76	ALCOHOL/SYRINGES
	Check Date 7/12/2007	Check Nbr	013275		Check Total:	29.76
18160 REDI-WELDING CO	13535	31201	54	10-301-300	3,119.76	PLATES 40" ROUND
	Check Date 7/12/2007	Check Nbr	013277		Check Total:	3,119.76
18200 REINDERS INC	1160144-00	31731	54	10-149-383	24.27	V-BELT/FAN
	1160772-00	31731	54	10-149-383	99.54	COUPLING/RUBBER
	1160740-00	31731	54	10-149-383	1,229.02	GEARBOX
	Check Date 7/12/2007	Check Nbr	013278		Check Total:	1,352.83
18370 RIESTERER & SCHNELL INC	479934	31731	54	10-149-383	127.33	BELTS
	Check Date 7/12/2007	Check Nbr	013279		Check Total:	127.33
19155 PAUL SCHEPPF	062907	31100	52	08-101-338	65.05	MEALS
	Check Date 7/12/2007	Check Nbr	013280		Check Total:	65.05
19380 SHOPKO STORES INC	51424	31100	55	07-201-300	20.50	REC PLAYGROUND SUPPLIES
	51426	31100	55	07-201-300	135.92	BASKETBALLS/3 ON 3 TOURNEY
	Check Date 7/12/2007	Check Nbr	013281		Check Total:	156.42
19585 SPORTS GRAPHICS	3540A	31100	55	07-201-300	60.00	BASKETBALL SHIRTS
	3537A	31100	55	07-203-310	180.00	POOL MANAGER SHIRTS
	Check Date 7/12/2007	Check Nbr	013282		Check Total:	240.00

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02430 STANLEY SECURITY SOLUTIONS INC	WI-446054	31207	55	07-205-300	82.63	KEYS FOR MARINA
	Check Date 7/12/2007	Check Nbr	013230		Check Total:	82.63
19693 STEPP EQUIPMENT COMPANY	239550	31731	54	10-149-383	33.21	RUBBER PADS
	Check Date 7/12/2007	Check Nbr	013283		Check Total:	33.21
19792 SWIRL OF WISCONSIN LLC	196	31100	55	07-203-317	1,805.00	POOL CONCESSION PRODUCTS
	Check Date 7/12/2007	Check Nbr	013284		Check Total:	1,805.00
20145 THEDACARE	043007	31100	21	04-229-000	1,606.15	HEALTH SCREENING
	9695798	31100	52	08-101-215	55.20	VENIPUNCTURE FOR LEG
	2007040-0	31100	21	04-229-000	1,606.15	VOID CHECK/WRONG VENDOR
	2007040-0	31100	21	04-229-000	-1,606.15	CORRECT/ENTERED AS INVOICE
	2007040-0	31100	21	04-229-000	-1,606.15	VOID CHECK/WRONG VENDOR
	Check Date 7/12/2007	Check Nbr	013285		Check Total:	55.20
20155 THEDACARE LABORATORIES	200704-0	31100	21	04-229-000	1,606.15	HEALTH SR PROGRAM
	22459	31731	54	10-149-215	25.65	HEP B SURFACE
	Check Date 7/12/2007	Check Nbr	013286		Check Total:	1,631.80
20232 TJ CONEVERA'S INC	TJ-INVOICE-07-3	31100	52	08-101-300	2,815.00	AMMUNITION
	Check Date 7/12/2007	Check Nbr	013287		Check Total:	2,815.00
20325 TRAFFIC & PARKING CONTROL CO	269002	31100	54	10-131-300	995.00	SOLAR WITH AUTO DIM
	Check Date 7/12/2007	Check Nbr	013288		Check Total:	995.00
20470 BRIAN TUNGATE	071007	31100	55	07-201-311	155.33	POSTAGE REIMBURSEMENT/GRUNSKI
	Check Date 7/12/2007	Check Nbr	013289		Check Total:	155.33

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21045 UNIFIRST CORPORATION	0970015405	31731	54	10-149-201	77.12	MAT/MOP/TOWEL/CLOTHING
	Check Date 7/12/2007	Check Nbr	013290		Check Total:	77.12
21280 USCM PAYROLL PROCESSING		31100	21	04-419-000	1,072.50	
	Check Date 7/12/2007	Check Nbr	013291		Check Total:	1,072.50
22120 VALLEY POPCORN CO INC	72014	31100	55	07-203-317	225.89	POOL CONCESSION PRODUCTS
	71903	31100	55	07-203-243	22.95	POPCORN MACHINE REPAIR
	Check Date 7/12/2007	Check Nbr	013292		Check Total:	248.84
22290 VAN'S SEPTIC SERVICE	034471	31100	55	10-215-216	90.00	TAYCO BRIDGE HOLDING TANK
	Check Date 7/12/2007	Check Nbr	013294		Check Total:	90.00
22261 MIKE VANDENBOGART	071207	31485	56	03-202-822	1,375.00	PLANTED 7 ACRES ALONG ONIEDA
	Check Date 7/12/2007	Check Nbr	013293		Check Total:	1,375.00
23125 WAVERLY BEACH SHELL	5555	31100	52	08-101-295	80.00	CAR WASHES
	Check Date 7/12/2007	Check Nbr	013295		Check Total:	80.00
23130 WAVERLY SANITARY DISTRICT	062507	31100	55	07-202-225	46.74	BARKER FARM PAVILION
	Check Date 7/12/2007	Check Nbr	013296		Check Total:	46.74
23152 WE ENERGIES	062607	31100	55	07-202-223	8.13	NORTH ST
	062607	31100	55	07-202-223	8.64	NORTH ST
	070507	31100	53	09-102-224	15.40	226 MAIN ST
	Check Date 7/12/2007	Check Nbr	013297		Check Total:	32.17
23160 WERNER ELECTRIC SUPPLY CO	S2186489.001	31100	13	04-106-000	113.76	BULBS
	Check Date 7/12/2007	Check Nbr	013298		Check Total:	113.76

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23215 WIL-KIL PEST CONTROL	1130825	31731	54	10-149-207	62.00	COMMERCIAL CONTRACT
	Check Date 7/12/2007	Check Nbr 013299			Check Total: 62.00	
23270 WINNEBAGO CO REGISTER OF DEEDS	RD100901	31100	51	02-104-218	22.00	
	RD100901	31263	56	03-207-216	26.00	
	Check Date 7/12/2007	Check Nbr 013300			Check Total: 48.00	
23346 WISCONSIN DEPARTMENT OF ADMINI	069098	31100	51	02-105-293	135.00	PUBLICATION/PUBLIC HEALTH NURE
	Check Date 7/12/2007	Check Nbr 013301			Check Total: 135.00	
23455 WISCONSIN SUPPORT COLLECTIONS		31100	21	04-299-015	436.31	
		31100	21	04-299-016	138.40	
	Check Date 7/12/2007	Check Nbr 013302			Check Total: 574.71	
14233 YAHOO CUSTODIAN OF RECORDS	77403	31100	52	08-101-216	20.41	LEGAL PROCESS
	Check Date 7/12/2007	Check Nbr 013270			Check Total: 20.41	
Grand Total:					86,011.39	