

It is expected that a Quorum of the Personnel Committee, Board of Public Works, Plan Commission, Redevelopment Authority and Administration Committee will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
TUESDAY, April 16, 2013**

**6:00 PM
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL/EXCUSED ABSENCES
- D. PUBLIC HEARING
- E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
(five (5) minute time limit for each person)
- F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
Minutes to receive:
 - a. [Administration Committee, 4/1/13](#)
 - b. [Board of Public Works, 4/1/13](#)
 - c. [Personnel Committee, 4/1/13](#)Communications:
 - d. [Board of Canvass for April 2, 2013 Spring Election](#)
 - e. [Arbor Day Ceremony Invitation](#)
 - f. [Cities of Menasha, Neenah, Town of Menasha Sustainability Board Recycling Event](#)
 - g. [Menasha Utilities Honored with National Award for Outstanding Safety Practices](#)
- G. CONSENT AGENDA
(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action on the Consent Agenda. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)
Minutes to approve:
 1. [Common Council, 4/1/13](#)
Administration Committee, 4/1/13; Recommends approval of:
 2. [Listing Agreement with Grubb/Ellis-Pfefferle for 901 Airport Road, Menasha](#)
 3. [Tower and Ground Space Lease Agreement between City of Menasha and Airadigm Communications, Inc](#)Board of Public Works, 4/1/13; Recommends approval of:
 4. [Street Use Application – Diablo Criterium; Sunday, June 9, 2013; 7:00 AM – 7:00 PM \(Diablo Cycling\)](#)
 5. [Authorization to Execute Inter-Municipal Agreement with the Town of Menasha Regarding Melissa Street Rehabilitation Project](#)
- H. ITEMS REMOVED FROM CONSENT AGENDA
- I. ACTION ITEMS
1. [Accounts payable and payroll for the term of 4/4/13-4/11/13 in the amount of \\$1,838,474.86](#)
 2. [Application for Outdoor Extension, Mario's Fresh Mexican Cuisine, LLC, 14 Tayco Street, Menasha, April 17, 2013 to June 30, 2013](#)
 3. [Acceptance of Donation of Outlot 5 and access easements \(Menasha Shoreline Park\)](#)

J. ORDINANCES AND RESOLUTIONS

1. O-1-13 An Ordinance Repealing and Recreating Section 7-2-20 to 7-2-26 of the Code of Ordinances (Operator's License) (Introduced by Ald. Sevenich)

K. APPOINTMENTS

L. HELD OVER BUSINESS

M. CLAIMS AGAINST THE CITY

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA
(five (5) minute time limit for each person)

O. PRESENTATION TO OUTGOING COMMITTEE/BOARD/COMMISSION MEMBERS

Debra Gorell - Landmarks Commission
Joe Guidote – Water & Light Commission
Dorothy Jankowski – Board of Health
Mary Nebel – Landmarks Commission
Ron Suttner – Parks & Recreation Board
Gary Wisneski – Library Board

P. PRESENTATION TO OUTGOING ALDERMEN

Alderman Chris Klein – District 1
Alderman Steve Krueger – District 5

Q. ADJOURN – Sine Die

MEETING NOTICE

Monday May 6, 2013 – Council Chambers
Common Council – 6:00 p.m.
Administration Committee
Board of Public Works

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
April 1, 2013
MINUTES

DRAFT

A. CALL TO ORDER

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

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Klein, Taylor Sevenich, Langdon, Krueger, Zelinski, Englebert, Benner

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, CDD Keil, Dpty Treasurer Sassman, LD Lenz, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [Administration Committee, 3/18/13](#)

Moved by Ald. Langdon, seconded by Ald. Krueger to approve minutes.

Motion carried on voice vote.

D. COMMUNICATIONS

1. [Arthur J. Gallagher Risk Management Services, Inc to CA/HRD Captain, 3/20/13; Equipment Breakdown Insurance Policy Endorsement](#)

E. DISCUSSION/ACTION ITEMS

1. [Due Process Hearing – The Bar on Lake Park, LLC, Barry J. Sias, Agent, d/b/a Sliders, 890 Lake Park Road, Menasha](#)

Clerk Galeazzi explained Sliders has not been operating the require 150 days during the licensing year. This falls under Abandonment of Premises, Section 7-2-18(b) of the City Code which is cause for revocation of their license.

No one was present to represent The Bar on Lake Park, LLC.

Moved by Ald. Langdon, seconded by Ald. Englebert to revoke the Reserve Class B Liquor License for The Bar on Lake Park, LLC in accordance with Section 7-2-18(b) Abandonment of Premises.

Motion carried on roll call 8-0.

2. [Due Process Hearing – Vertigo 1894, LLC, Dan Pamenter, Agent, d/b/a Vertigo, 167 Main Street, Menasha](#)

Dan Pamenter, agent for Vertigo 1984 explained for personal reason his business was not open on a regular bases. He is currently open and plans to operate as licensed.

No action was taken.

3. [O-1-13 An Ordinance Repealing Section 7-2-20 to 7-2-26 of the Code of Ordinances \(Operators' License\)](#)

CA/HRD Captain and PC Styka explained the changes to the City Code for the issuing of Operators' License. The Police Department will still process the applications and issue the licenses. The changes are in accordance with State Statute.

Moved by Ald. Sevenich, seconded by Ald. Taylor to recommend to Common Council O-1-13 An Ordinance Repealing Section 7-2-20 to 7-2-26 of the Code of Ordinances (Operators' License)

Motion carried on roll call 8-0.

4. [Listing Agreement with Grubb/Ellis-Pfefferle for 901 Airport Road, Menasha](#)

CDD Keil explained the listing agreement. The listing price is comparable to other similar lots. Grubb/Ellis-Pfefferle has the adjacent lots also listed..

Moved by Ald. Englebert, seconded by Ald. Benner to recommend to Common Council Listing Agreement with Grubb/Ellis-Pfefferle for 901 Airport Road, Menasha

Motion carried on roll call 7-1.

Ald. Langdon voted no.

5. [Tower and Ground Space Lease Agreement between City of Menasha and Airadigm Communications, Inc](#)

CA/HRD Captain explain the agreement is for installation and maintenance of a cell tower at the Public Works Facility. PWF is currently set up for multiple cell towers. There are a few provisions of the agreement that staff will need to finalize which should be worked out before the next Common Council meeting.

Moved by Ald. Englebert, seconded by Ald. Langdon to recommend to Common Council Tower and Ground Space Lease Agreement between City of Menasha and Airadigm Communications, Inc.

Motion carried on roll call 8-0.

F. ADJOURNMENT

Moved by Ald. Langdon, seconded by Ald. Krueger to adjourn at 7:19 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
April 1, 2013
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Taylor at 7:20 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Klein, Taylor, Sevenich, Langdon, Krueger, Zelinski, Englebert, Benner

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, CDD Keil, Dpty Treasurer Sassman, LD Lenz, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [March 18, 2013](#)

Moved by Ald. Krueger, seconded by Ald. Langdon to approve minutes.

Motion carried on voice vote.

D. ACTION ITEMS

1. [Street Use Application – Diablo Criterium; Sunday, June 9, 2013; 7:00 AM – 7:00 PM \(Diablo Cycling\)](#)

Moved by Ald. Krueger, seconded by Ald. Langdon to recommend to Common Council Street Use Application, Diablo Criterium, Sunday June 9, 2013, 7:00AM-7:00PM (Diablo Cycling).

Motion carried on voice vote.

2. [Authorization to Execute Inter-Municipal Agreement with the Town of Menasha Regarding Melissa Street Rehabilitation Project](#)

Moved by Ald. Krueger, seconded by Ald. Zelinski to recommend to Common Council Authorization to execute Inter-Municipal Agreement with the Town of Menasha regarding Melissa Street Rehabilitation Project.

Motion carried on roll call 8-0.

E. ADJOURNMENT

Moved by Ald. Krueger, seconded by Ald. Klein to adjourn at 7:23 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk

CITY OF MENASHA
PERSONNEL COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
April 1, 2013
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Krueger at 7:24 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Klein, Sevenich, Langdon, Krueger, Zelinski, Englebert, Benner, Mayor Merkes

EXCUSED: Alderman Taylor

ALSO PRESENT: CA/HRD Captain, PC Styka, FC Auxier, CDD Keil, LD Lenz, Dpty Treasurer Sassman, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [Personnel Committee, 2/4/13](#)

Moved by Ald. Langdon, seconded by Ald. Klein to approve minutes.

Motion carried on voice vote.

D. DISCUSSION/ACTION ITEMS

1. [Comptroller-Treasurer Position Vacancy](#)

CA/HRD Captain explained the Springsted report recommends the City create an Administrative Services Department and recruits an Administrative Services Director. This person would oversee Finance, Human Resources and Information Technology. Staff is looking for direction from the Personnel Committee on filling the current vacant position of Comptroller-Treasurer.

General discussion ensued on a job description of this position, salary range, other municipalities that may have this position, timeline for filling this position, budgetary impact.

Some Committee members had additional questions. They will discuss with staff and bring back information to next Personnel Committee meeting.

2. Title 2, Chapter 3 of Municipal Code – Municipal Officers and Employees

No discussion or action.

E. ADJOURNMENT

Moved by Mayor Merkes, seconded by Ald. Langdon to adjourn at 8:11 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk

**Certification of the Board of Canvassers
Spring Election - April 2, 2013**

We, the undersigned, certify that we are the members of the Board of Canvassers for the City of Menasha.

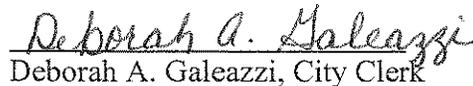
We certify that the attached Tabular Statement of Votes Cast and Summary Statement of the Board of Canvassers, canvassed and prepared by us, are correct and true as compiled from the original returns made to the City Clerk

We further determine and certify that the following persons received the greatest number of votes for the respective office for which each was a candidate on April 2, 2013

<u>Office</u>	<u>Highest Candidate</u>
Alderman, District 1	Rebecca J. Nichols
Alderman, District 3	Stanley P. Sevenich
Alderman, District 5	Michael Keehan
Alderman, District 7	Jim Englebert


Thomas Stoffel


Greg Keit


Deborah A. Galeazzi, City Clerk

4/8/13

(Date)

Tabular Statement of Votes Cast
City of Menasha
Spring Election – April 2, 2013

Alderman, District 1

Rebecca J. Nichols	203
Chris Klein	173
Write-in	2
Jim Bevers (2)	
Total Votes Cast-Office	378
Total Voters	412

Alderman, District 3

Stanley P. Sevenich	307
Write-in:	11
Sue Wisneski (2)	
Kevin Schwerdtfeger (1)	
Fred Johnson (1)	
Guy Cleveland (1)	
Katherine Bauer (1)	
Mitt Romney (1)	
Andy Hoffman (1)	
Mickey Mouse (1)	
Donald Duck (1)	
No Name (1)	
Total Votes Cast-Office	318
Total Voters:	410

Alderman, District 5

Steve Krueger	185
Michael Keehan	206
Write-in:	0
Total Votes Cast-Office	391
Total Voters	417

Alderman, District 7

Jim Englebert	333
Write-ins:	6
Michael Keehan (1)	
Rufus Anderson (1)	
Gary Schreiter (1)	
Dean Sandvig (1)	
Jim Brown (1)	
No Name (1)	
Total Votes Cast-Office	339
Total Voters	439

**Summary Statement of the Board of Canvassers
Spring Election – April 2, 2013**

The total number of votes cast for Alderman, District 1, was 378 of which

Rebecca J. Nichols	received	203
Chris Klein	received	173
Write-ins	received	2

The total number of votes cast for Alderman, District 3, was 318 of which

Stanley P. Sevenich	received	307
Write-ins	received	11

The total number of votes cast for Alderman, District 5, was 391 of which

Steve Krueger	received	185
Michael Keehan	received	206
Write-ins	received	0

The total number of votes cast for Alderman, District 7, was 339 of which

Jim Englebert	received	333
Write-ins	received	6

MINUTES OF THE BOARD OF CANVASSERS
April 3, 2013 and April 8, 2013

Present: Members Thomas Stoffel, Greg Keil and City Clerk Deborah A. Galeazzi

The Board compared the ACCU-VOTE Optic Scan (OS) and Touch Screen Extra (TSX) machines print-out with the return sheets filed and determines and certifies the Aldermanic election vote of the April 2, 2013 Spring Election as follows:

Alderman – District 1

Rebecca J. Nichols	203
Chris Klein	173
Write-ins	2

Rebecca J. Nichols, having received the highest number of votes cast, was declared elected District 1 Alderman for the City of Menasha for a two year term.

Alderman – District 3

Stanley P. Sevenich	307
Write-in	11

Stanley P. Sevenich, having received the highest number of votes cast, was declared elected District 3 Alderman for the City of Menasha for a two year term.

Alderman – District 5

Steve Krueger	185
Michael Keehan	206
Write-in	0

Michael Keehan, having received the highest number of votes cast, was declared elected District 5 Alderman for the City of Menasha for a two year term.

Alderman – District 7

Jim Englebert	333
Write-in	6

Jim Englebert, having received the highest number of votes cast, was declared elected District 7 Alderman for the City of Menasha for a two year term.

Dated at the office of the City Clerk at City Hall, City of Menasha, Winnebago County, Wisconsin, this 8th day of April, 2013


Thomas Stoffel


Greg Keil


Deborah A. Galeazzi

April 2, 2013 Spring Election No Aldermanic Race in Districts 2,4,6,8	District 1+2	District 3+4	District 5+7	District 6	Calumet Cnty D8	Totals
Total Number of Voters (OS + TSX)	717	766	856	331	375	3045
State Superintendent of Public Instruction						
Tony Evers	463	486	559	200	226	1934
Don Pridemore	161	185	196	95	126	763
Write-In	4	1	1	2	0	8
Justice of the Supreme Court						
Ed Fallone	328	315	404	150	158	1355
Pat Roggensack	341	397	399	160	209	1506
Write-In	2	0	1	0	0	3
Court of Appeals Judge, District 2						
Mark Gundrum	496	546	611	239	276	2168
Write-In	5	9	2	2	2	20
County Executive						
Mark Harris	508	550	618	236		1912
Write-In	8	9	3	5		25
Aldersperson, District 1						
Rebecca J. Nichols	203					203
Chris Klein	173					173
Write-In	2					2
Aldersperson, District 3						
Stanley P. Sevenich		307				307
Write-In		11				11
Aldersperson, District 5						
Steve Krueger			185			185
Michael Keehan			206			204
Write-In			0			0
Aldersperson, District 7						
Jim Englebert			333			333
Write-In			6			6

Menasha Joint School District Board						
Joe Lingnofski	498	552	604	248	155	2057
Chad Bruechert (Official Write In)	57	75	78	21	24	255
Peter DeWolf (Official Write-In)	62	43	40	12	10	167
Write-In	27	12	16	6	4	65
Appleton Area School District Board						
John Devantier					53	53
Jim Bowman					56	56
Julie Baker					70	70
Elizabeth Panzer					50	50
Write-In					2	2
Menasha School Joint School District Referendum						
Yes	497	538	632	205	147	2019
No	184	195	198	114	52	743

**City of Menasha
Spring Election - April 2, 2013**

	Total residents of voting age	Total Voters	
Total City Percentage	13148	3045	23%

**City of Menasha
Spring Election - April 2, 2013**

	Total Pre-Registered Voters	Registered at Polls	No. Voted	Absentee
District 1	1324	5	412	48
District 2	1183	8	305	32
District 3	1243	11	410	52
District 4	1333	5	356	33
District 5	1286	8	417	41
District 6	1184	4	331	24
District 7	1441	4	439	36
District 8-Calumet County	1554	9	375	27
Total City	10548	54	3045	293



TO: Common Council
Park Board Members
Utility Board Members

FROM: Mayor Merkes

DM

DATE: 11 April 2013

RE: 30th Anniversary Arbor Day Celebration

Menasha Aldermen and Park Board members are invited to this year's Arbor Day observation Friday, April 26th, 9:00AM, at the UW Fox Valley campus. This year marks the thirtieth anniversary of Menasha's designation as a Tree City, as well as UW Fox Valley's new designation as a Tree Campus, and Menasha Utilities new designation as a Tree Line utility.

The ceremony will include presentations of the three awards by DNR staff, presentations by Maplewood Middle School students on the importance of trees in our community, and hands on opportunities to plant over thirty trees both on campus and along Midway Road. Board members are welcome to participate in plantings.

Special thanks to SCA Tissue for their generous support both financially and with volunteers to make our Arbor Day celebrations successful this year and in years past. Congratulations to both Menasha Utilities and UW Fox Valley on their new designations.



FOR IMMEDIATE RELEASE

Contact:

Donald Merkes
Mayor, City of Menasha
140 Main Street
Menasha, WI 54952
Phone: 920-967-3600
<http://www.cityofmenasha-wi.gov>
dmerkes@ci.menasha.wi.us

MENASHA CELEBRATES 30 YEARS AS TREE CITY

MENASHA, WI – April 11, 2013. Menasha celebrates a milestone with its 2013 Arbor Day celebration; recognizing the community's commitment to its urban forest and the benefits it provides to residents and visitors for thirty years. Encouraged by Mayor Merkes, a member of the state's Urban Forestry Council, the city will be joined this year by Menasha Utilities and UW Fox Valley celebrating their new statuses as a Tree Line Utility and a Tree Campus.

Menasha has long valued partnerships, with the addition of Menasha Utilities and UW Fox Valley the community embarks on a new partnership to strengthen forestry in our community. As part of its ongoing commitment to sustainability, the University of Wisconsin Fox Valley was named a Tree Campus in 2013. The campus will be working in conjunction with the city forester to maintain a tree care plan, provide service learning projects, and maintain a campus advisory committee. Menasha Utilities has also made a commitment to training for its employees to better protect our trees both at the roots and the crown. For several years utility linemen have pruned street trees with assistance from forestry employees to more effectively and efficiently meet utilities needs for reliability and the community's needs for healthy trees. Communities such as Menasha represent a major goal of the Arbor Day Foundation – to create synergy that comes from arborists and city foresters, utilities, campuses and others working together to plant trees and improve tree care.

Continuing another successful partnership, this year's Menasha Arbor Day observation will be held on Friday, April 26th, 9:00AM, at the UW Fox Valley campus. SCA Tissue will be donating funding and providing volunteers to work with students from Maplewood Middle School and UW Fox Valley planting trees on campus and along the Midway Road corridor with Menasha Utilities and City of Menasha forestry employees assisting. This is the fifth year of a successful partnership with SCA and Menasha Schools centering around a different school campus each year.

Menasha's urban forest provides nearly \$300,000 a year in environmental, stormwater, energy savings, and increased property values annually, the city's Arbor Day program celebrates that contribution to the quality of life in the city of Menasha.

Joint Recycling Event!

Computers - Electronics

Appliances - Lamps

April 27th 2013

2 Events

Menasha Utilities
321 Milwaukee Street
Menasha, WI 54952

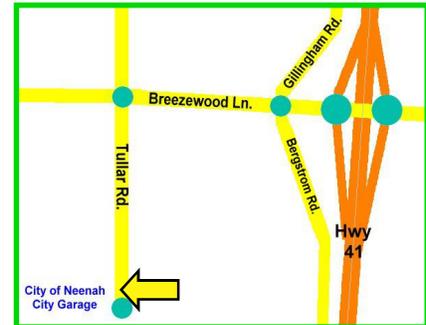


Town of Menasha
Municipal Center
Vehicle Storage Bldg.
2000 Municipal Dr.
Neenah, WI 54956

May 4th 2013

1 Event

City of Neenah
City Garage
1495 Tullar Rd.
Neenah, WI 54956



All residents of the fox valley are welcome at any of these events

All three events are from 8:00 am to Noon
Details Call : 920-955-3760

Hosted By:



City of Neenah Sustainability Committee

Town of Menasha Sustainability Committee

City of Menasha Sustainability Committee

 **RecycleThatStuff.com**



focus on energysm

Partnering with Wisconsin utilities



See back for details!

Joint Recycling Event!

Saturday April 27th

Saturday May 4th

**Town of Menasha
Menasha Utilities**

City of Neenah

8:00 am to Noon

All three events are indoors, in garages (protected from elements). Help will be available to unload vehicles.

Electronics we will recycle for Free

**CPU's - Printers - Speakers - Scanners - LCD Screens - Fax Machines
Vacuum Cleaners - Phones - Laptops - Record Players - Tape Players
CD Players - I-pods - VCR's - DVD Players - Beta Tape Players
Electrical Saws - Drills - Calculator - UPS's - Paper Shredders
Coffee Machines - Heaters - Portable Game systems**

Most Household Electronics



Lamp Recycling: All Fluorescent Lamps



**** Lamp Recycling charges vary per location ****

Electronics with recycling charges

CRT Monitors:	\$5 Each
Televisions (Call for quote):	\$5 to \$20 Each
Mini Fridges / Small AC Units:	\$10 Each
(We will not accept Large Freezers / Refrigerators at events)	
Dehumidifiers:	\$10 Each
Stoves/Washer/Dryers:	\$5 Each
Dishwashers/Microwaves:	\$5 Each
Hard Drive Destruction:	\$5 Each
Large Copy Machines:	\$5 Each

**Please call
(920) 955-3760
If you have
questions about
recycling**

Focus on energy - Refrigerator Rebate - Call (800)-762-7077

Focus on Energy currently offers a \$50 cash-back reward to residential customers wishing to have their old inefficient refrigerator / freezers picked up from their residence. Please call Focus on Energy at 855-398-5226 or find them online at focusonenergy.com/appliance more information about this program.

For information: Michael J. Hyland, P.E., APPA, 202/467-2986
Lonnie Pichler, Electric & Water Distribution Supervisor, 920-967-3421

**MENASHA UTILITIES HONORED WITH NATIONAL AWARD
FOR OUTSTANDING SAFETY PRACTICES**

WASHINGTON, D.C., March 25, 2013 – Menasha Utilities has earned the American Public Power Association’s Safety Award of Excellence for safe operating practices in 2012. The utility earned First place award in the category for utilities with 30,000-59,999 worker-hours of annual worker exposure. Bob Rumbaugh, chair of the APPA Safety Committee and energy services consultant, American Municipal Power, Inc., in Columbus, Ohio, presented the award on March 25, during the association’s annual Engineering & Operations Technical Conference, held in Kissimmee, Fla.

“Keeping utility staff and customers safe should be every utility’s top priority,” said Rumbaugh. “The utilities honored today have demonstrated serious commitment to this essential aspect of electric service.”

More than 280 utilities entered the annual contest, which is the highest number of entrants in the contest’s history. Entrants were placed in categories according to their number of worker hours and judged for the most incident-free records during 2012. The incidence rate, used to judge contest entries, is based on the number of work-related reportable injuries or illnesses and the number of worker-hours during 2012, as defined by the Occupational Safety and Health Administration (OSHA).

“At Menasha Utilities, we are proud of our safety record,” said Melanie Krause, Co-General Manager/Business Operations of Menasha Utilities. “We have a staff of top-class professionals who strive to ensure safe operations in every facet of their work.”

The Safety Awards have been held annually for the last 53 years. APPA is the national organization representing more than 2,000 not-for-profit, community- and state- owned electric utilities.

###

CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, April 1, 2013
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Klein, Taylor, Sevenich, Langdon, Krueger, Zelinski, Englebert, Benner

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, CDD Keil, PRD Tungate,
Dpty Treasurer Sassman, LD Lenz, Clerk Galeazzi

D. PUBLIC HEARING

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

(five (5) minute time limit for each person)

No one spoke.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:

Minutes to receive:

- a. [Administration Committee, 3/18/13](#)
- b. [Board of Public Works, 3/18/13](#)
- c. [Board of Health, 2/15/13](#)
- d. [Committee on Aging, 2/14/13](#)
- e. [Landmarks Commission, 2/13/13](#)
- f. [Library Board, 3/21/13](#)
- g. [Neenah-Menasha Sewerage Commission, 2/26/13](#)
- h. [Plan Commission, 3/19/13](#)
- i. [Safety Committee, Public Works/Parks, 2/26/13](#)
- j. [Safety Committee, City Hall, 2/7/13](#)

Communications:

- k. [PWD Radtke; WDNR Annual Report under MS4](#)
- l. [Department of Army Detroit District Corps of Engineers, 3/12/13; Lake Winnebago Fill-up Strategy](#)
- m. [David & Kuelthau's 35th Annual Public Official Program](#)
- n. [WPPI Energy Newsletter, At-A-Glance](#)
- o. [Menasha Historical Society Newsletter, April 2013](#)

Moved by Ald. Sevenich, seconded by Ald. Langdon to receive Minutes and Communications A-O.
Motion carried on voice vote.

G. CONSENT AGENDA

(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action on the Consent Agenda. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)

Minutes to approve:

1. [Common Council, 3/18/13](#)

Board of Public Works, 3/18/13; Recommends approval of:

2. [Recommendation to Award – City of Menasha Ninth Street Sewage Lift Station Modifications; Contract E145-13-01A; PTS Contractors; \\$276,600.00](#)
3. [Recommendation to Award – City of Menasha Ninth Street Sewage Force Main Replacement; Contract E145-13-01B; Roger Bowers Construction, Inc.; \\$194,066.35](#)

Plan Commission, 3/19/13; Recommends approval of:

4. [Certified Survey Map, Tana Lane Extended \(Woodlands Nature Park\)](#)
5. [Certified Survey Map, Ahnaip Street, Menasha Shoreline Park](#)

Ald. Benner requested to remove Consent Agenda item 4, Certified Survey Map, Tana Lane Extended.

Moved by Ald. Sevenich, seconded by Ald. Langdon to approve Consent Agenda items 1, 2, 3, 5
Motion carried on roll call 8-0.

H. ITEMS REMOVED FROM CONSENT AGENDA

Moved by Ald. Benner, seconded by Ald. Krueger to approve Consent Agenda item 4, Certified Survey Map, Tana Lane Extended, Woodlands Nature Park

Moved by Ald. Benner, seconded by Ald. Sevenich to amend to remove utility easement from northeast corner.

Motion on amendment carried on roll call 8-0.

Motion as amended carried on roll call 8-0.

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 3/21/13-3/28/13 in the amount of \\$727,946.34](#)

Moved by Ald. Klein, seconded by Ald. Krueger to approve accounts payable and payroll.

Ald. Sevenich requested to separate check #36707-Fox Cities Chamber of Commerce

Motion to approve accounts payable and payroll excluding check #36707 carried on roll call 8-0.

Moved by Ald. Klein, seconded by Ald. Krueger to approve check #36707-Fox Cities Chamber of Commerce.

Ald. Sevenich stated he does not support issuing funds to the Fox Cities Chamber of Commerce.

Motion carried on roll call 5-3

Ald. Klein, Langdon, Zelinski, Englebert, Benner voted yes

Ald. Taylor, Sevenich, Krueger voted no

J. ORDINANCES AND RESOLUTIONS

1. [R-3-13 Resolution to Apply for Matching Grant Funds for the Gilbert Site Through the Wisconsin Department of Natural Resources](#)

Moved by Ald. Sevenich, seconded by Ald. Krueger to adopt R-3-13

PRD Tungate explained the matching grant funds being applied for the Gilbert site improvements.

Motion carried on roll call 8-0.

K. APPOINTMENTS

1. [Accept resignation of Kara Homan from Plan Commission](#)

2. Mayor's appointment to Plan Commission

- a. [Gretchen DeCoster, 370 Lake Road, Menasha for a term April 1, 2013 to May 1, 2014](#)

Moved by Ald. Benner, seconded by Ald. Sevenich to accept resignation of Kara Homan and approve appointment of Gretchen DeCoster to Plan Commission

Motion carried on voice vote.

L. HELD OVER BUSINESS

1. [Motion to Remove from the table – Approval of authorization to Execute Inter-Municipal Agreement with the Town of Menasha regarding Midway Road Concrete Walk Construction](#)

Moved by Ald. Sevenich, seconded by Ald. Langdon to remove from the table Authorization to Execute Inter-Municipal Agreement with the Town of Menasha regarding Midway Road Concrete Walk Construction.
Motion carried on roll call 8-0.

Moved by Ald. Sevenich, seconded by Ald. Langdon to approve of Authorization to Execute Inter-Municipal Agreement with the Town of Menasha regarding Midway Road Concrete Walk Construction.
Motion carried on roll call 8-0.

M. CLAIMS AGAINST THE CITY

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

(five (5) minute time limit for each person)

No one spoke.

O. ADJOURN

Moved by Ald. Langdon, seconded by Ald. Krueger to adjourn at 6:24 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:

2 ■ **PROPERTY DESCRIPTION:** Street address is: 901 Airport Road
3 in Section _____ in the City of Menasha, County of Winnebago,
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

5 ■ **LIST PRICE:** One Hundred Twelve Thousand Dollars (\$ 112,000.00).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,
7 and the following items: None

8
9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will
10 continue to be owned by the lessor. (See lines 212-217): None

11
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
14 agreements or conservation easements, (county, state or federal): N/A

15
16 ■ **USE VALUE ASSESSMENT:** Seller represents that ~~(all or some of the Property)~~ (none of the Property) STRIKE
17 ONE has been assessed as agricultural property under use value law.

18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
19 None

20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:
22 N/A

23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.
25 Broker's marketing may include: Signs, LoopNet, websites, direct or e-mailings, broker networking

26
27 Broker may advertise the following special financing and incentives offered by Seller: N/A
28
29 Seller has a duty to cooperate with Broker's marketing
30 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential
31 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

32 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.
33 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for
34 personal property belonging to current tenants, sold to buyer or left with buyer's consent.

35 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work
36 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents
37 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation
38 includes providing access to the Property for showing purposes and presenting offers and other proposals from these
39 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be
40 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: N/A

41 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.

42 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing
43 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.
44 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.
45 The following other buyers are excluded from this Listing until _____ [INSERT DATE]

46
47 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,
48 Seller has either accepted an offer from the buyer or sold the Property to the buyer.

49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 4% to other
50 brokers. (Exceptions if any): _____

51 ■ **COMMISSION:** Broker's commission shall be See Line 254

52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:
53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon proration)
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 98 (a) The duty to provide brokerage services to you fairly and honestly.
- 99 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 100 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request
 101 it, unless disclosure of the information is prohibited by law.
- 102 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the
 103 information is prohibited by law. (See Lines 218-221)
- 104 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential
 105 information or the confidential information of other parties. (See Lines 157-173)
- 106 (f) The duty to safeguard trust funds and other property the broker holds.
- 107 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 108 advantages and disadvantages of the proposals.

109 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE
 110 BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

- 111 (a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,
 112 unless you release the broker from this duty.
- 113 (b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.
- 114 (c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are
 115 within the scope of the agency agreement.
- 116 (d) The broker will negotiate for you, unless you release the broker from this duty.
- 117 (e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is
119 contrary to your interests.
120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation
121 relationship"), different duties may apply.

122 ■ **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 ■ A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction
125 consent, the broker may provide services to the clients through designated agency.

126 ■ Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.

132 ■ If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more
137 than one client in the transaction.

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 _____ I consent to designated agency.

140 _____ I consent to multiple representation relationships, but I do not consent to designated agency.

141 _____ I reject multiple representation relationships.

142 NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION
143 RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO
144 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE
145 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY
146 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY
147 AGREEMENT.

148 ■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing
151 so is contrary to your interests.

152 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about**
153 **brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an**
154 **attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes**
155 **and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of**
156 **the Wisconsin statutes.**

157 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.
161 The following information is required to be disclosed by law:

- 162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).
- 163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property
164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be
167 confidential.

168 **CONFIDENTIAL INFORMATION:** None
169 _____
170 _____

171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): None
172 _____
173 _____

174 ■ **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;
- 200 2) significantly reducing the structural integrity of improvements to real estate; or
- 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful
 240 manner.

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in
242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money
243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement
244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest
245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for
246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,
247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong
248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the
250 lot line, on the property, across the street, unknown, etc.): electricity to the site; gas to the site ;
251 municipal sewer to the site ; municipal water to the site ; telephone to the site ;
252 other none ; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: C-1 General Commercial

254 ■ **ADDITIONAL PROVISIONS:** 1. Mike Pfefferle will not be charging a commission to list. Also,
255 Pfefferle Companies Brokers will not be paid a commission. Outside Brokers will be paid
256 4%. A Phase 1 Environmental assessments shall be made available to all purchasures.

258 2. See attached addendum

262 ■ **ADDENDA:** The attached addenda None

264 _____ is/are made part of this Listing.

265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and
266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
267 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the 25th day of March, 2013
269 up to and including midnight of the 25th day of March, 2014

270 ■ **READING/RECEIPT: BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS**
271 **LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY**
272 **OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

273 (x) _____ City of Menasha
274 Seller's Signature ▲ Print Name Here: ▲ Date ▲
275 140 Main St.
276 Menasha, WI 54952 (920) 967-3600
276 Seller's Address ▲ Seller's Phone # ▲

277 _____ gkeil@ci.menasha.wi.us
278 Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) _____
280 Seller's Signature ▲ Print Name Here: ▲ Date ▲
281 _____
282 Seller's Address ▲ Seller's Phone # ▲

283 _____
284 Seller's Fax # ▲ Seller's E-Mail Address ▲

285 (x)  Richard J. Knight,
286 Agent for Broker ▲ EVP, Secy Grubb & Ellis | Pfefferle 3-28-13
286 200 E. Washington St. Print Name Here: ▲ Broker/Firm Name ▲ Date ▲

287 Appleton, WI 54911
288 Broker/Firm Address ▲ (920) 968-4700
Broker/Firm Phone # ▲

289 (920) 968-4300
290 Broker/Firm Fax # ▲ mikep@gepwi.com
Broker/Firm E-Mail Address ▲

Addendum A

**901 Airport Road
Menasha, WI**

Property is being sold subject to the following conditions:

Within 18 months of closing, purchaser must begin construction of a building or structure in compliance with city ordinances and other applicable laws and for a permitted purposed under city ordinances. Construction must be completed with 1 year after construction begins.

TOWER AND GROUND SPACE LEASE AGREEMENT

This Agreement is made and entered into the ____ day of _____ 2013 by and between _____, a _____ corporation doing business as _____, Attention: _____, _____ (hereinafter referred to as "Landlord") and Airadigm Communications, Inc., a Wisconsin corporation, doing business as *Airfire Mobile*, 2301 Kelbe Drive, Little Chute, WI 54140 (hereinafter referred to as "Tenant").

WHEREAS, Tenant has interest in certain real property located at 955 Plank Road, City of Menasha in Winnebago County, 54952, State of Wisconsin, at coordinates 44° 12' 26.1" North, 88° 25' 26.6" West (the "Site"). The Site is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide, attachment locations upon the Tower (the "Tower") for the placement of Tenant's antennas, cabling and ancillary equipment (the "Tower Space") as well as certain space on the ground adjacent to the Tower (the "Ground Space") for Tenant's cellular common carrier mobile radio telephone base station; collectively the Tower Space and the Ground Space shall be referred to hereinafter as the "Leased Space."

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Lease Conferred. Landlord hereby confers upon Tenant, and Tenant hereby receives and accepts from Landlord, a lease and privilege, which shall be irrevocable for the stated duration hereof unless otherwise stated herein, to do all of the following:

(a) Occupy attachment locations upon the Tower Space for the placement of Tenant's antennas, cabling and ancillary equipment ("Tenant's Equipment"), more particularly described in Exhibit B;

(b) Occupy up to ____ (____) square feet of ground space adjacent to the Tower with Tenant's cellular common carrier mobile radio telephone base station transceiver and associated equipment upon a poured concrete foundation, as shown in attached Exhibit C. Tenant's cabinet, transmission lines, radio communications facilities, including without limitation utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto, shall be collectively referred to as "Tenant's Equipment." The contents of Exhibits B and C may be revised by the Tenant from time to time by providing revised versions of such Exhibits to the Landlord. Such revisions shall not cause a revision in rent payable by the Tenant under the terms of this Agreement and shall be effective thirty (30) days from the delivery of same to the Landlord.

- (c) Extend and connect lines for signal carriage and amplifier power between Tenant's antennas upon the Tower and Tenant's Equipment upon the ground;
- (d) Extend and connect utility lines and related infrastructure between Tenant's Equipment and suitable utility company service connection points;
- (e) Traverse the Site as reasonably necessary to accomplish Tenant's purpose contemplated herein.

2. Improvements and Purpose.

(a) Use. Tenant shall be permitted to use the Site and the Tower to install, operate, and maintain thereon common carrier radio base station equipment, including system networking, station control and performance monitoring functions, and for no other use or purpose. Tenant's installation of Tenant's Equipment on the Tower and the Site shall be limited to the antennas and other equipment and frequencies agreed upon in advance by Landlord. Tenant's equipment shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to Landlord's review and approval which shall not be unreasonably withheld, conditioned or delayed, regarding Tenant's placement of equipment, method of installation, and all other matters which Landlord deems, in Landlord's reasonable opinion, to affect Landlord's own operations or interests.

(b) Plans and Specifications. Tenant, at the Tenant's expense and prior to commencing the installation of Tenant's Equipment, shall submit to Landlord the following: (i) detailed site plans and specifications setting forth the proposed antennas and other equipment, the height and location of such equipment, and the construction, installation, and other work to be performed on the Tower and the Site, and (ii) a list of all known frequencies licensed or assigned to Tenant by the Federal Communications Commission (the "FCC") to be used at the leased Site. Tenant shall not install any equipment or commence any work on the Tower or Site until Landlord approves Tenant's site plan, plans and specifications, and frequencies, such approval to be given in Landlord's reasonable/sole and absolute discretion. If Landlord does not approve Tenant's site plan, plans and specifications, or frequencies, Tenant may not install or construct Tenant's Equipment on the Tower or the Site.

(c) Compliance with Laws. Tenant's installation of Tenant's Equipment shall be in compliance with all present and future laws, regulations, and requirements of all federal, state or local authorities, and Tenant shall deliver to Landlord, prior to installing Tenant's Equipment on the Tower and the Site or structurally enhancing the Tower, all certificates, permits, licenses and other approvals required by any federal, state or local authority to install Tenant's Equipment or structurally enhance the Tower.

3. Duration. The initial term of this Agreement shall be five (5) years, commencing on the 1st of the month after the start of construction or _____, 20__ and expiring on the last day of the month in which the 5th annual anniversary of the Commencement Date occurred. Thereafter, provided that it has faithfully performed its obligations under this Agreement, Tenant shall have the option to extend its occupation of the Leased Space, continuing all the same

conditions and provisions hereof, for four (4) additional terms of five (5) years each. This Agreement shall automatically renew unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Agreement, at least one hundred twenty (120) days prior to the expiration of the initial term, or as applicable, any additional term.

4. Base Rent. Tenant shall pay to Landlord as a Base Rent pursuant to this Agreement in the basic amount of One Thousand Two Hundred Dollars (\$1,200.00) per month which amount shall be due on the first (1st) day of each calendar month. Payments not received by the tenth day of the month when due shall be subject to the imposition of a late payment charge at the rate of five percent (1.5%) per month until paid. Annually, on the first day of a month immediately following the Commencement Date, and every year thereafter for the duration of this Agreement, the amount of the monthly rent which Tenant shall pay to Landlord shall be increased by an amount equal to three percent (3%) of the Base Rent in effect during the previous year. Until further notice, checks should be made payable to: _____, and mailed to _____. Landlord's FEIN is _____.

5. Utilities. Tenant shall solely and independently be responsible for the separate metering, billing, and payment of utility services consumed by Tenant's operations. Landlord agrees to grant Tenant or its designated utility provider easements reasonably required for the delivery of electricity and telephone services to Tenant's operations.

6. Mechanic's Liens. Tenant shall keep the Tower and the Site free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Tenant's Equipment on or from the Tower or the Site and Tenant's structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of the Tenant's Equipment on or from the Tower or the Site or any structural enhancements to the Tower. If a mechanic's or materialmen's lien is filed against the Tower or the Site as a result of Tenant's installation, repair, maintenance, or removal of the Tenant's Equipment on or from the Tower or the Site or structural enhancement of the Tower, Tenant shall cause any such lien to be bonded or discharged of record within twenty (20) days of being notified of the lien. If Tenant fails to bond or discharge the lien within such twenty (20) day period, Landlord, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed to be due or to bond the lien. Any amount paid by Landlord in discharging or bonding any lien together with all costs and expenses, including, without limitation, attorneys fees and costs, shall be immediately due and payable by Tenant upon demand from Landlord and Tenant agrees to indemnify and hold Landlord harmless from all such amounts.

7. Taxes. Landlord shall be responsible for payment of all personal and real property taxes assessed directly upon and arising solely from the Tower and Landlord's Equipment or use of Landlord's communications system on the Site; provided, however, if Landlord's personal or real property taxes increase as a result of Tenant's Equipment or any improvements constructed by Tenant on the Site, Tenant shall be responsible for payment of the increase in Landlord's personal and real property taxes. Tenant shall be responsible for payment of all personal property and any other taxes assessed directly upon and arising from Tenant's Equipment or the Tenant's use of Tenant's Equipment on or about Tower or the Site.

8. Maintenance and Repairs.

(a) Tower and Landlord's Equipment. Landlord shall be responsible for proper maintenance of the Tower, and Landlord covenants to keep the Tower in good condition and repair, and in compliance with rules and regulations enforceable by the Federal Communications Commission, the Federal Aviation Administration, and other governmental authorities, provided, however, in the event Tenant's Equipment cause increased maintenance, repairs, or replacements to the Tower, Tenant shall pay the cost of the increased maintenance, repairs and replacements to Landlord within thirty (30) days of receipt of written notice and copy of an itemized invoice from Landlord. Tenant shall be responsible for the proper maintenance of Tenant's Equipment.

(b) Tenant's Equipment. Tenant, at Tenant's expense, shall maintain, repair and replace Tenant's Equipment during the term or any renewal terms of this Agreement provided that any alterations, modifications, repairs or replacements to Tenant's Equipment do not increase the number of antennas, cables or other equipment in the Tower Space, or increase the size or weight thereof, or materially alter the location or appearance thereof without prior written approval from Landlord. In order to protect the integrity of the Tower, Tenant agrees that any maintenance, repair and/or replacement performed on the Tenant's Equipment on the Tower or Site shall be done in a workmanlike manner and all work shall be performed in a manner consistent with Landlord's high quality construction standards. Further, any maintenance, repair or replacement work performed on the Tenant's Equipment shall not interrupt or interfere with the operation of Landlord's communications system or Landlord's Equipment unless Landlord agrees to such interruption or interference in writing. Tenant shall have twenty-four (24) hour access for routine maintenance of base station equipment. Tenant shall provide Landlord with at least forty-eight (48) hours notice prior to any maintenance, repair or replacement that requires access to the Tower unless an emergency exists, in which case notice shall be provided to Landlord at least twenty-four (24) hours after access to the Tower or Site has occurred. Landlord shall have the right to have a representative present during any maintenance, repair or replacement on the Tenant's Equipment that requires access to the Tower or the Site.

9. Access. Tenant shall at all times have unrestricted access to Tenant's equipment; provided, however, that its access to the Tower shall be limited to the installation, removal, and periodic maintenance of Tenant's antennas and lines at Tenant's sole expense by a qualified tower services contractor approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. In addition, the Tenant shall have the right to allow qualified inspectors to examine/inspect the structural integrity of the Tower at such times as they deem reasonable. These inspections shall also be definitive on whether the Landlord is or is not in compliance under the requirements of Section 8(a) herein. In the event that such inspection shall detect a lack of the required maintenance of the Tower, Tenant shall have the inspector provide a detailed summary of such deficiencies to the Landlord. Upon receipt of such summary, the Landlord shall have thirty (30) days to cure all such deficiencies or the Tenant shall have the right to cure same. Any expenses incurred by the Tenant in performing maintenance on the Tower required to be performed by the Landlord may be recovered by the from the Landlord or t their option, may e utilized as an offset on rent payable by the Tenant under the terms of this Agreement.

10. Interference. Tenant agrees not to allow any use of Tenant's Equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, Landlord's related equipment, Landlord's communications signal or system, or any third party's equipment or communications system located on the Tower prior to Tenant's use of the Tower. In the event Tenant's Equipment or Tenant's use of the Tower or the Site causes measurable interference with or the improper operation of the Tower, Landlord's related equipment or communications system or any third party's equipment or communications system located on the Tower prior to Tenant's use of the Tower, Tenant, upon notification of such interference, agrees to promptly remedy such interference at Tenant's cost and, if necessary, agrees to cease operations (other than tests) until such interference is corrected to Landlord's sole satisfaction. Landlord agrees not to allow any subsequent third party's use of equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, the Tenant's related equipment, or the Tenant's communications signal or system. In the event any subsequent third party causes measurable interference with or the improper operation of the Tower, Tenant's related equipment or communications system, Landlord, upon notification of such interference, agrees to promptly remedy such interference to Tenant's sole satisfaction, at Landlord's cost.

11. Interruptions. Landlord and Tenant agree that Landlord shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Tenant's Equipment or the operation of the Tenant's Equipment including, without limitation, equipment failures, utility failures, structural failures, or otherwise. Landlord shall not give any unauthorized access to Tenant's Equipment; however, Landlord shall not be responsible to Tenant for any unauthorized access thereto. In all maintenance, repair, or replacement work performed by Landlord on Landlord's Equipment or the Tower, Landlord shall take all reasonable steps to not interrupt or interfere with the operation of Tenant's communications system or equipment without Tenant's written agreement.

12. Compliance with Laws. Tenant shall comply with all present and future laws, regulations, and requirements of all federal, state, and local governments and their agencies as they relate to the use, operation, maintenance, repair, replacement, and occupancy of the Tower, the Site, and the Tenant's Equipment, as the case may be. Without limiting the foregoing, the Tenant shall at all times use, operate, maintain, repair, replace, and occupy the Tower, and the Site, and the Tenant's Equipment, as the case may be, in accordance with all FCC, FAA, and all other regulations, ordinances or laws.

13. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of the Tenant to ensure that Tenant's use, installation, or modification of Tenant's radios, signal carriage devices and antennas (Tenant's Equipment") at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity including the Tenant's Equipment, Landlord's equipment and all other transmitting equipment in the vicinity to exceed those levels permitted by the Federal Communications Commission ("FCC"). Landlord shall require other communications users of the Site to bear the same responsibility.

(b) If it is determined that the radio frequency levels at the Site and surrounding

vicinity exceed exposure levels set by the FCC and the responsible party causing such exposure cannot be identified, then Tenant shall reconfigure Tenant's Equipment, including but not limited to reducing power levels, as reasonably directed by Landlord, and shall equitably share in all expenses incurred by Landlord as are necessary in order to meet FCC compliance levels.

(c) Tenant shall reimburse Landlord, within 30 days following receipt of an invoice from Landlord, for reasonable expenses or costs incurred by Landlord to perform FCC RF compliance tests for human exposure to RF radiation as a result of the installation, existence or subsequent modification of Tenant's Equipment at the Site.

(d) Tenant agrees that in the event there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Site in non-compliance, Tenant will cooperate with Landlord and other users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance.

(e) Tenant acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), Tenant shall reduce operating power or cease operation of Tenant's Equipment when it is necessary to prevent the overexposure of workers on the Tower to RF radiation.

14. Mutual Indemnification. Landlord and Tenant shall each indemnify and hold harmless the other against and from any and all claims, demands, liability, loss, cost or expense, including reasonable attorney fees, resulting from their own respective negligent acts and omissions or the negligent acts and omissions of their respective employees in the course of their employment or the negligent acts and omissions of their respective contractors and invitees.

15. Insurance. Tenant shall have adequate insurance at all times at Tenant's expense which coverages shall include but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of \$2,000,000 covering personal injury and property damage, (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of \$1,000,000; and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of \$500,000. The foregoing insurance shall be issued on an occurrence basis, shall be primary with respect to any liability assumed by Tenant hereunder, shall name Landlord as an additional insured if specifically requested, and include a waiver of subrogation in favor of Landlord. Tenant shall provide Landlord with certificates of insurance evidencing the required coverage and shall give Landlord written notice if the coverage represented in these certificates is reduced or canceled.

Notwithstanding the foregoing, Tenant, nor any employee, contractor, subcontractor or agent of Tenant, shall allow any person to enter upon or climb on the Tower without inclusion of such person under its insurance policy coverage as required hereunder or without ensuring that such person is adequately insured and using appropriate preventive fall protection.

16. Opportunity to Cure Defaults. If Tenant fails to comply with any provision of this Agreement which Landlord claims to be a default hereof, Landlord shall serve written notice upon Tenant specifying the default, whereupon a grace period of thirty (30) days shall commence to run during which Tenant shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional thirty (30) days, provided Tenant makes a good faith showing that efforts toward a cure are continuing.

17. Transfer of Tenant's Interest. Tenant's interest under this Agreement shall be assignable by Tenant, without the necessity of obtaining Landlord's consent, in connection with the transfer to the named holder of a FCC license or to an affiliate, subsidiary or partner of Tenant. Any other assignment of this Agreement by Tenant shall require Landlord's prior written consent, the approval of which shall not be unreasonably withheld.

18. Multiple Users. Tenant shall not sublet or otherwise subdivide the Leased Space or any portion thereof, or permit the Leased Space to be occupied by multiple simultaneous users claiming through or under Tenant.

19. Removal of Tenant's Property. Tenant's Equipment is agreed to be Tenant's personal property, and Tenant shall at all times be authorized to create security interests in said property specifically itemized, and to remove said property from the Leased Space free from any lien of Landlord. Upon the expiration or earlier termination of this Agreement, Tenant: (i) shall remove Tenant's Equipment in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements, (ii) shall repair any damage caused to the Tower and the Site caused by such removal, (iii) shall not interrupt or interfere with the operation of Landlord's communications system or Landlord's Equipment in removing Tenant's Equipment, and (iv) shall surrender the Tower and the Site in good condition, ordinary wear and tear excepted. In the event Tenant fails to remove any of Tenant's Equipment from the Tower or the Site within sixty (60) days of the expiration or earlier termination of this Agreement, Tenant shall be deemed to have abandoned Tenant's Equipment and Landlord shall be free to remove and dispose of Tenant's Equipment in any manner determined by Landlord, in Landlord's sole and absolute discretion, and without any liability to Tenant therefor. If Tenant is deemed to have abandoned Tenant's Equipment to Landlord, pursuant to the preceding sentence, Tenant shall reimburse Landlord within thirty (30) days of Tenant's receipt of an invoice from Landlord, for all costs incurred by Landlord in removing and disposing of Tenant's Equipment, such obligation to reimburse Landlord to survive the termination of this Agreement. Notwithstanding the foregoing, Tenant shall not have the right to, and may not, remove any structural enhancements to the Tower, such structural enhancements becoming the property of Landlord upon the expiration or earlier termination of this Agreement.

20. Default.

(a) Event of Default. The occurrence of one (1) or more of the following events shall constitute an "Event of Default" hereunder:

(i) Monetary Default. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when

due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Tenant from Landlord.

(ii) Other Default. The failure by a party to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by such party, where such failure shall continue for a period of fifteen (30) days after written notice thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such fifteen (30) day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. If there occurs an Event of Default by Tenant, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the right to terminate this Agreement and all rights of Tenant hereunder. If there occurs an Event of Default by Landlord or if any permit or any approval of any federal, state or local government entity is cancelled, expires, terminated or withdrawn, or in addition to any other remedies available to Tenant at law or in equity, Tenant shall have the right to terminate this Agreement without further obligation under this Agreement other than the removal of Tenant's Equipment.

21. Termination. Tenant shall have the right to terminate this agreement at any time upon one (1) years prior written notice by Tenant to Landlord subsequent to the fifth (5th) year anniversary of the commencement date of this Agreement upon paying Landlord a termination fee equal to one (1) years rent at the rental rate in effect on the effective date of such termination and payable on the effective date of the termination.

22. Destruction. If the Tower is totally or substantially destroyed, Landlord, in Landlord's sole and absolute discretion, may terminate this Agreement or may rebuild the Tower at Landlord's expense. If Landlord elects to terminate this Agreement, all rights and obligations of Landlord and Tenant arising after the termination date shall terminate. If Landlord elects to rebuild the Tower, Tenant shall not be required to pay rent while the Tower is being rebuilt unless Landlord provides Tenant with alternative space.

23. Condemnation.

(a) Permanent and Entire Condemnation. In the event the Tower and the Site are permanently and entirely taken or condemned for public purposes or sold to a condemning authority under threat of condemnation, this Agreement shall terminate on the date of condemnation or sale. Upon termination of this Agreement, all rights and obligations of Landlord and Tenant arising after the termination date shall terminate.

(b) Temporary or Partial Condemnation or Damage. In the event the Tower and the Site are temporarily damaged, taken, or condemned in their entirety or in the event a portion of the Tower or the Site is temporarily or permanently damaged, taken, or condemned whereby the Tower is not able to be utilized by the Tenant as it was on the effective date for a period of one (1) year or more, then the Tenant shall have the right to terminate this Agreement from the time of the damage, taking, or condemnation until the

Leased Space is in its original condition. Landlord shall have the right to terminate this Agreement by giving Tenant written notice thereof or to provide alternative space to Tenant, such alternative space to be acceptable to Tenant in Tenant's sole and absolute discretion. If the alternative space is unacceptable to Tenant, Tenant shall give Landlord written notice thereof and, upon Landlord's receipt of such written notice, this Agreement shall terminate. If either Landlord or Tenant elects to terminate this Agreement, all rights and obligations of Landlord and Tenant arising after the termination date shall terminate, except for the parties' obligations concerning termination.

(c) Condemnation Award. Landlord shall receive the entire condemnation award for the Tower, Landlord's Equipment and the leasehold interest in the Site and Tenant hereby assigns to Landlord any and all right, title and interest of Tenant in and to such award. Tenant shall have the right to recover from such authority, but not from Landlord, any compensation awarded to Tenant on account of Tenant's Equipment, Tenant's moving and relocation expenses, and Tenant's lease interest.

24. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet enjoyment of the Leased Space throughout the duration of the Agreement, as the same may be renewed and extended, and that Landlord will not intentionally disturb Tenant's occupation thereof as long as Tenant is not in default under this Agreement.

25. Attorney's Fees. In any action at law or in equity, the substantially prevailing party shall be entitled to recover the reasonable costs and expenses of its successful case, including reasonable attorney's fees and costs of appeal from the non-prevailing party.

26. Binding Effect. All of the covenants, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

27. Entire Agreement. This Agreement constitutes the entire contract between the parties, and supersedes any prior understanding or oral or written agreements between them respecting the within subject matter.

28. Modifications. This Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

29. Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

30. Authority. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

31. Environmental.

(a) **Definitions:** For purpose of this Agreement, the Term “Hazardous Substances” shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define, “Hazardous Wastes” in the Resource Conservation and Recovery Act 42 U.S.C. Sections 6901 et seq., and any regulations promulgated thereto. For purposes of this Lease, the term “Environmental Laws” shall mean any and all local, state and Federal statutes, regulations or ordinances pertaining to the environmental or natural resources.

(b) **Duty of Tenant:** Tenant shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Tenant shall indemnify and hold Landlord harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney’s fees, and consultants’ and experts’ fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Lease Premises if caused solely by Tenant or persons acting under the direction and control of Tenant. Tenant shall execute such affidavits, representations and the like from time to time as Landlord may reasonably request concerning Tenant’s best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Leased Premises.

(c) **Duty of Landlord:** Landlord shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Landlord shall indemnify and hold Tenant harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney’s fees, and consultants’ and experts’ fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the property unless caused solely by Tenant or person acting under the direction and control of Tenant. Landlord shall execute such affidavits, representations and the like from time to time as Tenant may reasonably request concerning Landlord’s best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Property.

(d) **Effect of Mutual Indemnification:** The indemnifications contained in this Section specifically include costs incurred in connection with any investigation of site conditions by either party or third parties or any cleanup remedial, removal or restoration work required by any governmental authority. Notwithstanding any other provisions in this Agreement, the provisions of this Section will survive the expiration or termination of this Agreement and either party shall have the right to summarily terminate this Agreement, without giving notice required under this Agreement, in the event of default of the other under this Section.

32. Applicable law. This Agreement shall be construed, performed and enforced in accordance with the laws of the State in which the Leased Space is located.

33. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class

mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is two (2) days after deposit in the United States mail, as the case may be.

LANDLORD:

Attention: _____

Site Name/Number: _____

TENANT:

Airadigm Communications, Inc.
Attention: Contract Administrator
2301 Kelbe Drive
Little Chute, WI 54140
Site Name/Number: APP013

34. Waiver of Compliance. Any failure of the Tenant to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Landlord, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

35. Survival. The representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this Agreement.

END OF AGREEMENT - SIGNATURE PAGE TO FOLLOW

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this *Tower and Ground Space Lease Agreement* as of the day and year first above written

LANDLORD

By: _____

Printed: _____

Title: _____

TENANT

Airadigm Communications, Inc.

By: _____

Printed: _____ Robert J. Galle _____

Title: _____ CEO _____

ACKNOWLEDGEMENTS

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the State of _____, hereby certify that [name] _____, [title] _____, known to me to be the same person who signed the foregoing "Tower and Ground Space Lease Agreement," personally appeared before me this day and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act on behalf of said corporation for the uses and purposes therein stated.

Witness my hand and official seal the day ____ day of _____, 20____.

Notary Public

STATE OF WISCONSIN)
)
COUNTY OF OUTAGAMIE)

I, the undersigned, a Notary Public in and for the State of Wisconsin, hereby certify that [name] _____ [title] _____, known to me to be the same person who signed the foregoing "Tower and Ground Space Lease Agreement," personally appeared before me this day and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act of said corporation, for the uses and purposes therein stated.

Witness my hand and official seal the day ____ day of _____, 20____.

Notary Public

Site Number: APP013

Site Name: Plank Road

Exhibit A
Legal Description

Site Number: APP013

Site Name: Plank Road

**Exhibit B
Equipment**

Site Number: APP013

Site Name: Plank Road

Exhibit C
Site Description



STREET USE APPLICATION

Event: Diablo Criterium
 Sponsored by: Diablo Cycling
 Responsible Person: Andrew Sookowski
 Address: 528 W. Tonka St
Appleton WI 54911
 Email Address: diablocycling@gmail.com Phone: 920-213-5220
 Street Route: see attached map
 Description of Use (attach map)

Street Use Date: 6/9/2013
 Start Time: 7am
 End Time: 7pm
 Number of Units: _____
 (Parades)

Liability Insurance has been secured in the amount of \$ 2,000,000 with the City of Menasha named as the additional insured. This is primary insurance.
 Insurance Company Willis of Texas Policy No. 79960314
 (Attached are samples of the certificate of insurance and endorsement; each naming the City of Menasha as additional insured)

Date: 3/8/2013 Applicant's Signature: [Signature]

Ad
#1390
9

Permit Fee: Each application for a Street Use Permit shall be accompanied by a fee of \$25.00 along with a Special Event Fee of \$25.00. Please make checks payable to City of Menasha.

Note to events planning to use City Parks and/or greenspace: Any multi-day event or event which plans to sell beer and/or wine to the public must appear before the Parks and Recreation Board.

TO BE COMPLETED BY CITY STAFF (Revised February 4, 2013)

Scheduled Park & Recreation Board Review Date: _____
 Not Required: Approved: _____ Denied: _____

Scheduled Common Council Review Date: 4-16-13
 Approved: _____ Denied: _____

APPROVAL:
 Police Dept. [Signature] Fire Dept. [Signature] Public Works Dept. MR City Attorney [Signature]



Address Menasha, WI

Get Google Maps on your phone



Text the word "GMAPS" to 466453





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2
DATE (MM/DD/YYYY)
03/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A:	Federal Insurance Company	20281-001
INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 19494506 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		79960314	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Endorsement 80-02-2306: Additional Insured : As required by written contract, Certificate Holders are named as Additional Insureds for USA Cycling sanctioned/permitted events.

Endorsement 80-02-9301: Event Organizer and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC event permit application and coverage will be afforded only for the specific event and dates on the permit.

CERTIFICATE HOLDER City of Menasha 140 Main Street Menasha, WI 54952	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 79960314		EFFECTIVE DATE: 12/31/2012	
CARRIER Federal Insurance Company	NAIC CODE 20281-001		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Event #2013-1213
 Event Name: Diablo Cycling Criterium
 Event Location: Menasha, WI
 Event Dates: 06/09/2013

Certificate Holder is an Additional Insured with respects to Event #2013-1213, Diablo Cycling Criterium, in Menasha, WI on Menasha, WI, but only with respect to the liability arising out of the Named Insured's Operations.



Liability Insurance

Endorsement

Policy Period DECEMBER 31,2012 TO DECEMBER 31,2013
Effective Date DECEMBER 31, 2012
Policy Number 7996-03-14
Insured USA CYCLING, INC.

Name of Company FEDERAL INSURANCE COMPANY

Date Issued DECEMBER 4, 2012

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

*State Or Political
Subdivision – Permits*

Any state or political subdivision designated below is an **insured**; but they are **insureds** only with respect to liability arising out of operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

Under Bodily Injury/Property Damage Exclusions, the following exclusion is added:

Bodily Injury/Property Damage Exclusions

*Operations For State Or
Political Subdivision*

This insurance does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard** arising out of operations performed for any state or political subdivision designated as an **insured**.

Under Policy Exclusions the following exclusion is added:

Policy Exclusions

*Operations For State Or
Political Subdivision*

This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of operations performed for any state or political subdivision designated as an **insured**.

Designation Of State Or Political Subdivision

AS REQUIRED BY WRITTEN CONTRACT/PERMIT

All other terms and conditions remain unchanged.

Authorized Representative



Draft
INTERMUNICIPAL AGREEMENT
City of Menasha and Town of Menasha
Street Rehabilitation
Melissa Street

This Agreement is being entered into between the City of Menasha, a Wisconsin Municipal Corporation located in Winnebago County and Calumet County, State of Wisconsin, hereinafter referred to as "City", and the Town of Menasha, a Wisconsin Municipal Corporation located in Winnebago County, State of Wisconsin, hereinafter referred to as "Town".

1. The City and Town agree to pursue the street rehabilitation of Melissa Street in 2013 from Ninth Street to Plank Road.
2. A portion of Melissa Street abuts the City and a portion abuts the Town.
3. The Melissa Street rehabilitation project shall consist of unclassified excavation, utility adjustments, replacement of concrete curb & gutter as needed, pulverize existing asphalt, fine grading and 4" asphalt paving.
4. The City and Town agree the City shall be the lead agency in the preparation of plans and specifications and construction staking to accomplish the selected portions of the rehabilitation project and the Town shall be the lead agency in the bid letting process and bid award.
5. The City shall be responsible to pay 100% of the cost for all project construction work in the City. The Town shall be responsible to pay 100% of the cost for all project construction work in the Town. All project staking costs shall be prorated on the basis of the lineal feet in each municipality.
6. The City and Town agree each municipality shall have a period of up to 15 days to review the bid prices prior to the Town's acceptance of the lowest responsible bidder. The actual contract may be let by the Town only after the 15 day review period. Following its review of the bid prices, should either the Town or the City decide not to pursue this project then the project shall not be completed and the agreement is terminated.
7. The City and Town agree each municipality will be responsible for performing project inspection work within its own municipal boundaries. If the Town elects to use City inspection services, the cost shall be prorated on the basis of the lineal center line feet in each municipality.
8. When the rehabilitation contract is awarded, the Town shall be the paying party for all contract work. The City shall reimburse the Town within 30 days of billing for work completed in the City.
9. This agreement shall terminate upon acceptance by the Town of final payment from the City of all City related project costs or upon the parties' mutual agreement to terminate the Agreement. Project costs at the time of any termination shall be based on the percentages in paragraph 5.

Dated this _____ of _____, 2013.

TOWN OF MENASHA

By: _____
Dale Youngquist, Town Chairman

Karen Backman, Town Clerk

APPROVED AS TO FORM:

Herrling Clark Law Firm
Town of Menasha Attorney

Dated this _____ of _____, 2013.

CITY OF MENASHA

By: _____
Donald Merkes, Mayor

Deborah A. Galeazzi, City Clerk

APPROVED AS TO FORM:

Pamela Captain
City of Menasha Attorney

City of Menasha Disbursements

Accounts Payable	4/4/13-4/11/13 Checks # 36841-36941	\$ 1,688,358.44
Payroll	4/4/13	<u>\$ 150,116.42</u>
	Total	<u><u>\$ 1,838,474.86</u></u>

Medical Expense Reimbursement Trust-Retirement Pay Out

Menasha Employees Credit Union-Employee Deductions

United Way-Employee Donations

Wisconsin Support Collections-Child/Spousal Support

WI SCTF-Child Support Annual Fee

**A gap in check numbers is due to more invoices being paid than fit on the check stub.
The last check stub used is the check number that will appear on the check register.

AP Check Register

Check Date: 4/4/2013

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
ACC PLANNED SERVICE INC	36841	4/4/2013	10269	731-1022-541.24-03	143.00	Garage Service
		4/4/2013	10282	100-0801-521.24-03	696.53	Police Dept Service
				100-0000-132.00-00	528.84	Inventory Supplies
			Total for check: 36841		1,368.37	
ACCURATE	36842	4/4/2013	1303480	731-1022-541.38-03	188.80	Magnum Shock Absorbers
		4/4/2013	1303623	731-1022-541.30-18	11.24	Chisel Tip
			Total for check: 36842		200.04	
AIRGAS USA LLC	36843	4/4/2013	9013620698	731-1022-541.30-18	65.45	Oxygen Ind
			Total for check: 36843		65.45	
APPLETON HYDRAULIC COMPONENTS	36844	4/4/2013	24780	731-1022-541.38-03	11.16	Bulk Seals
			Total for check: 36844		11.16	
BECK ELECTRIC INC	36845	4/4/2013	M2513-COM-PP2	100-0801-521.24-03	104.00	Light Fixtures
			Total for check: 36845		104.00	
MICHAEL BRUNN	36846	4/4/2013		100-0202-512.34-02	83.00	March Mileage
			Total for check: 36846		83.00	
BUBRICK'S	36847	4/4/2013	716637	100-0801-521.30-10	252.53	Supplies
		4/4/2013	717888	100-0801-521.30-10	25.34	Supplies
			Total for check: 36847		277.87	
CASPER'S TRUCK EQUIPMENT INC	36848	4/4/2013	66045	731-1022-541.38-03	484.97	Kit/Roller/Husting Hitch
			Total for check: 36848		484.97	
CRESCENT ELECTRIC SUPPLY COMPANY	36849	4/4/2013	087-435052-00	731-1022-541.24-03	15.55	PWF Welding

AP Check Register

Check Date: 4/4/2013

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
CRESCENT ELECTRIC SUPPLY COMPANY...	36849...	4/4/2013...	087-435052-00...	100-0801-521.24-03	239.44	Lighting/PD Sally Port
		4/4/2013	087-437183-00	100-0903-531.24-03	34.38	Mat/Plug/Box
		4/4/2013	087-437669-00	100-0000-132.00-00	274.32	Adv 2-18W Comp
			Total for check: 36849		563.69	
D&M INTERIORS	36850	4/4/2013	CG300348	100-1001-514.24-03	921.40	Finance Floor
			Total for check: 36850		921.40	
DAVIS & KUELTHAU	36851	4/4/2013	361006	100-0202-512.21-01	775.00	General Labor
			Total for check: 36851		775.00	
EWALD CHEVROLET BUICK LLC	36852	4/4/2013	8148	100-0801-521.80-03	20,253.00	Chev Impala 2013
			Total for check: 36852		20,253.00	
FIRST SUPPLY LLC - APPLETON	36853	4/4/2013	9778642-00	100-0703-553.24-03	35.22	PVC
			Total for check: 36853		35.22	
FOX STAMP SIGN & SPECIALTY	36854	4/4/2013	OE-13036	100-0301-523.30-18	27.70	Rubber Stamp
			Total for check: 36854		27.70	
FOX VALLEY HUMANE ASSOCIATION	36855	4/4/2013		100-0806-532.25-01	1,320.59	February 2013
			Total for check: 36855		1,320.59	
GIPAW	36856	4/4/2013		743-0403-513.32-01	50.00	Membership Dues
				743-0403-513.34-02	250.00	Conference Registration/2
			Total for check: 36856		300.00	

AP Check Register
Check Date: 4/4/2013

Date: 4/11/2013

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
GRAINGER INC	36857	4/4/2013	9088853032	100-1006-541.30-18	32.22	Calcium Chloride Salomete
			Total for check: 36857		32.22	
GUNDERSON INC	36858	4/4/2013	79478	100-0801-521.30-13	33.48	Mat & Towel Cleaning
			Total for check: 36858		33.48	
GUSTMAN CHEVROLET SALES INC	36859	4/4/2013	26852	731-1022-541.38-03	8.02	Gasket & Plug
			Total for check: 36859		8.02	
HOME DEPOT CREDIT SERVICES	36860	4/4/2013	1566011	100-0801-521.24-03	4.68	PD-FD Write Up
		4/4/2013	7095580	100-0601-551.24-03	12.80	Open Sign Materials
			Total for check: 36860		17.48	
HOTSY CLEANING SYSTEMS INC	36861	4/4/2013	0082546-IN	731-1022-541.21-06	457.50	Honeywell Box/Switch
			Total for check: 36861		457.50	
DAVID N JAGLA	36862	4/4/2013	100	100-0801-521.21-06	326.50	Background Investigation
			Total for check: 36862		326.50	
KUNDINGER FLUID POWER INC	36863	4/4/2013	50227190	731-1022-541.38-03	185.90	Element
		4/4/2013	50227199	731-1022-541.38-03	136.56	Vacuum Switch
		4/4/2013	50227623	731-1022-541.38-03	185.67	Element
			Total for check: 36863		508.13	
L&S TRUCK CENTER	36864	4/4/2013	220263	731-1022-541.38-03	4.71	Ring
			Total for check: 36864		4.71	

AP Check Register

Check Date: 4/4/2013

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
MATTHEWS TIRE & SERVICE CENTER	36865	4/4/2013	46668	731-1022-541.38-02	106.92 Tire	
			Total for check: 36865		106.92	
MCNEILUS TRUCK & MFG COMPANY	36866	4/4/2013	2122567	731-1022-541.38-03	276.09 Arm/Belt	
			Total for check: 36866		276.09	
MEDICAL EXPENSE REIMBURSEMENT TRUST	36867	4/4/2013	20130404	100-0000-202.08-00	11,521.86 PAYROLL SUMMARY	
			Total for check: 36867		11,521.86	
MEDICAL PRODUCTS LABORATORIES INC	36868	4/4/2013	549651	100-0916-531.30-18	309.45 Varnish/Bubble Gum	
			Total for check: 36868		309.45	
MENARDS-APPLETON EAST	36869	4/4/2013	16671	100-0801-521.24-03	17.05 PD Evidence Rm	Cord/Hex Bolt
			Total for check: 36869		17.05	
MENASHA EMPLOYEES CREDIT UNION	36870	4/4/2013	20130404	100-0000-202.05-00	13,145.00 PAYROLL SUMMARY	
			Total for check: 36870		13,145.00	
MENASHA EMPLOYEES CREDIT UNION	36871	4/4/2013	20130404	100-0000-202.10-00	187.97 PAYROLL SUMMARY	
			Total for check: 36871		187.97	
MENASHA NEENAH MUNICIPAL COURT	36872	4/4/2013		100-0000-201.03-00	160.00 Bond	Report #13-78
			Total for check: 36872		160.00	
POSTMASTER	36873	4/4/2013	HORIZON	266-1027-543.30-11	1,242.37 Horizon Newsletter	
			Total for check: 36873		1,242.37	
MENASHA TREASURER	36874	4/4/2013	HEALTH	100-0000-201.17-00	4.98 Petty Cash	
				100-0901-515.30-18	2.09 Petty Cash	

AP Check Register

Check Date: 4/4/2013

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
MENASHA TREASURER...	36874...	4/4/2013...	HEALTH...	100-0903-531.33-02	14.00	Petty Cash
				100-0904-531.30-18	9.00	Petty Cash
				100-0903-531.33-04	2.00	Petty Cash
				100-0903-531.33-01	41.70	Petty Cash
				Total for check: 36874		
MODERN BUSINESS MACHINES	36875	4/4/2013	26306797	743-0403-513.29-01	47.37	Contracts
				Total for check: 36875		
N&M AUTO SUPPLY	36877	4/4/2013		731-1022-541.38-03	21.88	Oil Filter/Toggle Switch
				731-1022-541.38-03	59.30	Work Lamp
				731-1022-541.38-03	3.18	Fuses
				731-1022-541.30-18	22.99	Impact Socket
				731-1022-541.38-03	74.36	Toggle Switch/Turn Lamp
				731-1022-541.30-18	11.98	Hitch Pin
				731-1022-541.30-18	10.00	Universal Tire Cement
				731-1022-541.38-03	12.69	Truflex V-Belt & Belt
				731-1022-541.38-03	11.41	Belt
				731-1022-541.38-03	(5.58)	Belt/Credit
				731-1022-541.38-03	66.51	Filters/Solenoid/Plug
				731-1022-541.38-03	51.04	Flasher
				731-1022-541.30-18	45.80	Tire Valve/Valve Stems
				731-1022-541.38-03	(0.78)	Tire Valve/Credit
				731-1022-541.38-03	111.15	Sensor/Core Deposit
				731-1022-541.38-03	(36.00)	Core Deposit/Credit
				731-1022-541.38-03	20.80	Lube Filter
				731-1022-541.38-03	47.52	Spark Plug
				731-1022-541.38-03	50.40	Air Filters/Fuel Filter
				731-1022-541.38-03	12.76	Oil Filter
731-1022-541.38-03	47.30	Air & Oil Filters/Adapter				
Total for check: 36877				638.71		

AP Check Register

Check Date: 4/4/2013

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
NETMOTON WIRELESS INC	36878	4/4/2013	10016648	743-0403-513.24-04	1,181.25	Police NetMotion Maint
			Total for check: 36878		1,181.25	
OGDEN PLUMBING & HEATING INC	36879	4/4/2013	68528	100-0920-531.24-03	194.00	Sewer Repair Senior Center
			Total for check: 36879		194.00	
PACKER CITY INTERNATIONAL	36880	4/4/2013	3-230600071	731-1022-541.38-03	175.36	Filters/Lights/Fan
		4/4/2013	3-230630031	731-1022-541.38-03	256.91	Belt
		4/4/2013	3-230640004	731-1022-541.38-03	124.15	Gauge
		4/4/2013	3-230660050	731-1022-541.38-03	36.96	Blade
		4/4/2013	3-230710047	731-1022-541.38-03	56.38	Filters
		4/4/2013	3-230720047	731-1022-541.38-03	66.31	Filter/Hydraulic/Shp Dir2
		4/4/2013	3-230720048	731-1022-541.38-03	11.70	Kit
		4/4/2013	3-230730044	731-1022-541.38-03	23.52	Hydraulic/Filter/Def
				731-1022-541.30-18	35.24	Hydraulic/Filter/Def
		4/4/2013	3-230730046	731-1022-541.38-03	114.93	Economy
		4/4/2013	3-230790061	731-1022-541.38-03	18.93	Lubefilt
				731-1022-541.38-03	32.09	Air Filter
		4/4/2013	3-230790062	731-1022-541.38-03	34.22	Air Filter
			Total for check: 36880		986.70	
REDI-WELDING CO	36881	4/4/2013	14504	100-1006-541.30-15	700.00	Brackets/Snow Plows
				731-1022-541.30-18	608.50	Tubing/Plates
			Total for check: 36881		1,308.50	
REGISTRATION FEE TRUST	36882	4/4/2013		100-0801-521.29-05	144.50	Plates/Title
			Total for check: 36882		144.50	
HENRY SCHEIN INC	36883	4/4/2013	6394584-01	100-0916-531.30-18	155.41	Medical Equipment
			Total for check: 36883		155.41	

AP Check Register

Check Date: 4/4/2013

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
STAPLES ADVANTAGE	36884	4/4/2013	3194781256	100-1001-514.30-10	579.00	Copy Paper
				100-0405-513.30-10	18.95	Supplies
				100-0203-512.30-10	4.98	Supplies
				100-0202-512.30-10	4.98	Supplies
	3194781257	4/4/2013	100-0801-521.30-10	51.78	Supplies	
Total for check: 36884					659.69	
UNIFIRST CORPORATION	36885	4/4/2013	097 0134025	731-1022-541.20-01	136.45	Uniform & Supply Cleaning
					Total for check: 36885	
UNITED WAY FOX CITIES	36886	4/4/2013	20130404	100-0000-202.09-00	30.25	PAYROLL SUMMARY
					Total for check: 36886	
VALLEY GRINDING & MANUFACTURING INC	36887	4/4/2013	171901	100-0703-553.24-02	60.00	Planner Blade
					Total for check: 36887	
WAHI	36888	4/4/2013		100-0801-521.32-01	50.00	Membership Applications
					Total for check: 36888	
WAUSAU EQUIPMENT COMPANY INC	36889	4/4/2013	153793	731-1022-541.38-03	294.89	Hydr Lift/Grader Wing
					Total for check: 36889	
WE ENERGIES	36890	4/4/2013		100-1012-541.22-03	2,255.33	Street Lights
					Total for check: 36890	
WE ENERGIES	36891	4/4/2013		267-0102-581.22-04	818.37	Steam Plant Gas Service
					Total for check: 36891	

AP Check Register

Check Date: 4/4/2013

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
WIL-KIL PEST CONTROL	36892	4/4/2013	2210789	731-1022-541.20-07	66.50	Public Works Facility
			Total for check: 36892		66.50	
WINS CPS-TRAINING	36893	4/4/2013	SRN2013.14	100-0915-531.32-02	41.00	2013 Safe Ride Renewal
			Total for check: 36893		41.00	
WISCONSIN STATE LAB OF HYGIENE	36894	4/4/2013		263-0306-562.70-01	175.00	Lead Testing
			Total for check: 36894		175.00	
WISCONSIN SUPPORT COLLECTIONS	36895	4/4/2013	20130404	100-0000-202.03-00	1,528.13	PAYROLL SUMMARY
			Total for check: 36895		1,528.13	
ZEP SALES & SERVICE	36896	4/4/2013	9000166500	731-1022-541.30-18	229.30	Zep 2000 Aero DZ
			Total for check: 36896		229.30	
					66,221.33	

AP Check Register

Check Date: 4/11/2013

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
ABBY'S HEATING & COOLING &	36897	4/11/2013	ABBY'S	263-0306-562.70-01	6,181.00	Home Rehab
	Total for check: 36897				6,181.00	
ACCURATE	36898	4/11/2013	1303715	731-1022-541.30-18	138.72	Non-Clorinated Brakleen
		4/11/2013	1303809	731-1022-541.30-18	31.92	Misc Nirto 135 Drill/Ties
		4/11/2013	1303961	731-1022-541.30-18	109.26	Primer/Flat Washer
	Total for check: 36898				279.90	
APPLETON SCHOOL DISTRICT	36899	4/11/2013		100-0000-203.05-00	61,870.32	Tax Collection Payment
	Total for check: 36899				61,870.32	
CITY OF APPLETON	36900	4/11/2013	211665	100-0302-542.25-01	12,917.00	March Valley Transit
	Total for check: 36900				12,917.00	
ARING EQUIPMENT CO INC	36901	4/11/2013	301999	731-1022-541.38-03	127.07	Filters
	Total for check: 36901				127.07	
BECK ELECTRIC INC	36902	4/11/2013	M2513-COM-ED4	100-1008-541.20-04	143.21	Traffic Lights
	Total for check: 36902				143.21	
BRAZEE ACE HARDWARE	36903	4/11/2013	021412	731-1022-541.30-13	20.97	Mop & Pad Refills/Cleaner
	Total for check: 36903				20.97	
BRUCE MUNICIPAL EQUIPMENT INC	36904	4/11/2013	5130363	731-1022-541.38-03	116.83	Leader Hose/Pipe Swage
		4/11/2013	5130985	731-1022-541.38-03	1,525.80	Flange, Tow Braket Kit
		4/11/2013	5131000	731-1022-541.38-03	910.25	Wldt-MB Arm
		4/11/2013	WB12361A	731-1022-541.29-04	(827.15)	Credit Memo
	Total for check: 36904				1,725.73	

AP Check Register

Check Date: 4/11/2013

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
BUBRICK'S	36905	4/11/2013	720293	100-0801-521.30-10	61.18	Supplies
			Total for check: 36905		61.18	
CALUMET COUNTY TREASURER	36906	4/11/2013		100-0000-203.01-00	43,086.31	Tax Collection Payment
				100-0000-203.08-00	1,835.06	Tax Collection Payment
			Total for check: 36906		44,921.37	
CULLIGAN WATER CONDITIONING	36907	4/11/2013	ACCT 718387	100-1001-514.20-01	18.90	Cooler Rental
			Total for check: 36907		18.90	
FERGUSON WATERWORKS #1476	36908	4/11/2013	0126822	601-1020-543.30-18	57.52	Ext Seal Band Top
			Total for check: 36908		57.52	
FOX VALLEY TECHNICAL COLLEGE	36909	4/11/2013		100-0000-203.04-00	175,950.59	Tax Collection Payment
			Total for check: 36909		175,950.59	
GRAINGER INC	36910	4/11/2013	9092078006	731-1022-541.30-18	130.32	Saw Blades
			Total for check: 36910		130.32	
HELMER INC	36911	4/11/2013	0000161501	100-0903-531.30-18	74.15	Paper Chart
			Total for check: 36911		74.15	
INDEPENDENT INSPECTIONS LTD	36912	4/11/2013	306909	100-0301-523.21-06	11,826.72	March 2013 Permits
			Total for check: 36912		11,826.72	
JX ENTERPRISES INC	36913	4/11/2013	G-230780011	731-1022-541.38-03	6.24	Cap-Wsh Bottle
		4/11/2013	G-230860016	731-1022-541.38-03	8.55	Gasket
			Total for check: 36913		14.79	

AP Check Register

Check Date: 4/11/2013

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
LANDLORD SERVICES LLC	36914	4/11/2013	16630	100-0801-521.21-06	51.00	Credit Reports
			Total for check: 36914			51.00
LEVENHAGEN CORPORATION	36915	4/11/2013	048834A-IN	731-1022-541.30-18	286.40	
			048837A-IN	731-1022-541.30-18	427.20	
			Total for check: 36915			713.60
MANAWA TELEPHONE CO	36916	4/11/2013		743-0403-513.22-01	39.95	Cabin Internet
			Total for check: 36916			39.95
MATTHEWS TIRE & SERVICE CENTER	36917	4/11/2013	46688	731-1022-541.38-02	119.95	Tire
			46695	731-1022-541.38-02	341.49	Tires/Hardware
			Total for check: 36917			461.44
MENARDS-APPLETON EAST	36918	4/11/2013	16748	100-0703-553.30-18	58.07	Lumber
			17017	601-1020-543.30-18	59.82	6-Volt Battery
			Total for check: 36918			117.89
MENASHA JOINT SCHOOL DISTRICT	36919	4/11/2013		100-0000-203.03-00	814,675.48	Tax Collection Payment
			Total for check: 36919			814,675.48
MENASHA NEENAH MUNICIPAL COURT	36920	4/11/2013		100-0000-201.03-00	442.20	Bond Report #MP13-74 75 & 76
				100-0000-201.03-00	202.00	Bond Report #MP13-68
				100-0000-201.03-00	139.00	Bond Report #13-79
				100-0000-201.03-00	168.00	Bond Report #13-78
				100-0000-201.03-00	139.00	Bond Report #12-553
			Total for check: 36920			1,090.20
MENASHA UTILITIES	36921	4/11/2013	BILLING 2	100-1008-541.22-03	190.90	Electric
				100-0703-553.22-03	470.97	Electric

AP Check Register

Check Date: 4/11/2013

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
MENASHA UTILITIES...	36921...	4/11/2013...	BILLING 2...	100-0703-553.22-05	146.20	Water/Sewer
				100-0703-553.22-06	132.51	Storm
				100-0903-531.22-03	132.76	Electric
				100-0903-531.22-05	56.42	Water/Sewer
				100-0000-123.00-00	7.63	Electric
				100-0305-562.22-06	7.50	Storm
				601-1020-543.22-03	69.02	Electric
Total for check: 36921					1,213.91	
N&M AUTO SUPPLY	36922	4/11/2013	437803	731-1022-541.38-03	37.09	Fuel Hose/Spark Plug
			437917	731-1022-541.38-03	20.34	Spark Plug
			437924	731-1022-541.38-03	7.47	Spark Plug
			Total for check: 36922			
OFFICE DEPOT	36923	4/11/2013	3407746	100-0903-531.30-10	30.63	Supplies
				100-0909-531.30-10	20.66	Supplies
Total for check: 36923					51.29	
PACKER CITY INTERNATIONAL	36924	4/11/2013	3-230810088	731-1022-541.38-03	243.93	Filters/Lamps
			3-230870042	731-1022-541.38-03	9.00	A/B Tubing
			3-230880008	731-1022-541.38-03	565.29	Muffler/Clamp/Pipe
Total for check: 36924					818.22	
POSTAL ANNEX	36925	4/11/2013	197898	100-0801-521.30-11	9.59	
			198093	731-1022-541.30-11	3.74	
			198146	100-0801-521.30-11	8.70	
			198409	100-0904-531.30-11	10.10	
			198487	731-1022-541.30-11	10.08	
			198592	100-0801-521.30-11	11.93	
Total for check: 36925					54.14	

AP Check Register

Check Date: 4/11/2013

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
PSS WORLD MEDICAL INC	36926	4/11/2013	85692171	100-0903-531.30-18	168.51	Aplisol 5TU PPD 50 Test
		4/11/2013	85723412	100-0903-531.30-18	149.69	Aplisol 5TU PPD 50 Test
	Total for check: 36926				318.20	
SERVICEMASTER BUILDING MAINTENANCE	36927	4/11/2013	8214	100-0801-521.20-01	50.00	Garage Janitorial Service
		4/11/2013	8221	100-0801-521.20-01	1,395.00	Contract Janitorial
	Total for check: 36927				1,445.00	
SNAP-ON TOOLS	36928	4/11/2013	0128131298	731-1022-541.30-15	2,896.99	Pro Link IQ Strtr
					2,896.99	
TNEMEC COMPANY INC	36929	4/11/2013	2012889	100-0703-553.30-18	145.40	Tneme-Fascure Slate Gray
					145.40	
UNIFIRST CORPORATION	36930	4/11/2013	097 0134533	731-1022-541.20-01	129.95	Uniform & Supply Cleaning
					129.95	
US CELLULAR	36931	4/11/2013	200267787-109	100-0201-512.22-01	29.28	March/Captain
				100-0202-512.22-01	10.28	March/Brunn
				100-1019-552.22-01	4.96	March/Racine & Tayco
				743-0403-513.22-01	101.79	March/IT
				601-1020-543.22-01	2.19	March/Confined Space
				100-1001-514.22-01	63.64	March/Alix
				100-0801-521.22-01	305.86	March/Police
				100-0803-521.22-01	8.54	March/Police CSO
				100-0919-531.22-01	8.40	March/Nett
				100-0904-531.22-01	41.19	March/Drew
				100-1002-541.22-01	17.98	March/Engineering
				100-0702-552.22-01	59.80	March/Recreation
				100-0703-553.22-01	79.13	March/Parks
				100-0304-562.22-01	55.60	March/Comm Dev

AP Check Register

Check Date: 4/11/2013

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
US CELLULAR...	36931...	4/11/2013...	200267787-109...	731-1022-541.22-01	73.73	March/PW
				100-1008-541.22-01	5.78	March/Sign Shop
				601-1020-543.22-01	2.62	March/Sewer Truck
				Total for check: 36931		870.77
US VENTURE	36932	4/11/2013	L46489	731-1022-541.21-06	36.00	Samples
				Total for check: 36932		36.00
VEOLIA ES TECHNICAL SOLUTIONS LLC	36933	4/11/2013		625-1010-541.20-09	35.00	Clean Sweep
				100-1016-543.20-09	305.00	Clean Sweep
				Total for check: 36933		340.00
VERIZON WIRELESS	36934	4/11/2013	9702185132	743-0403-513.24-04	440.13	IPAD Charges
				Total for check: 36934		440.13
VOGELS BUCKMAN APPRAISAL GROUP INC	36935	4/11/2013		826-0703-553.21-09	2,500.00	Appraisal/430 Ahnaip St
				Total for check: 36935		2,500.00
WAVERLY SANITARY DISTRICT	36936	4/11/2013		100-0000-203.07-00	6,736.90	Tax Collection Payment
				Total for check: 36936		6,736.90
WE ENERGIES	36937	4/11/2013		100-0703-553.22-03	38.80	US Hwy 10 & STH 114
				100-1008-541.22-04	200.63	455 Baldwin
				Total for check: 36937		239.43
WINNEBAGO COUNTY REGISTER OF DEEDS	36938	4/11/2013		263-0306-562.70-01	30.00	Recording Fees
				Total for check: 36938		30.00

AP Check Register

Check Date: 4/11/2013

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
WINNEBAGO COUNTY TREASURER	36939	4/11/2013	LF119500	266-1027-543.25-01	112.00	Tires
			Total for check: 36939		112.00	
WINNEBAGO COUNTY TREASURER	36940	4/11/2013		100-0000-203.02-00	455,864.03	Tax Collection Payment
				100-0000-203.08-00	14,341.58	Tax Collection Payment
			Total for check: 36940		470,205.61	
WISCONSIN TAXPAYERS ALLIANCE	36941	4/11/2013		100-0401-513.32-02	17.97	Annual Subscription
			Total for check: 36941		17.97	
					1,622,137.11	



April 11, 2013

To: Common Council

From: Debbie Galeazzi, Clerk

Subject: Outdoor Alcoholic Beverage Permit
Mario's Fresh Mexican Cuisine, LLC
14 Tayco Street, Menasha

In accordance with Section 7-2-17 of City of Menasha Municipal Code, Mario's Fresh Mexican Cuisine, LLC, 14 Tayco Street, Menasha has submitted an application for extension of "Class B", license for April 17, 2013-June 30, 2013 requesting outdoor serving of alcoholic beverage on a deck/patio.

Staff is recommending approving the application as all requirements have been met.



Memorandum

TO: Common Council
FROM: Greg Keil, CDD 
DATE: April 11, 2013
RE: Menasha Shoreline Park Land Donation and Access Easement

A prerequisite for utilizing land value as funding match for the Stewardship Grant program for the proposed shoreline park is that the city has an ownership interest in the property. As per the attached letter from the PJC Group, they are proposing the donation of the area designated on the attached drawing as Outlot 5 to the city. This donation is consistent with the terms of the development agreement between the City of Menasha and the PJC Group, LLC. It is also consistent with the proposed improvements contemplated within the TID# 11 Project Plan.

The attached drawing also depicts an Ingress/Egress and Parking Easement and a Bike, Pedestrian and Landscape Easement that will be granted to the city for access to the shoreline park area. These easements are being granted by the Gilbert Development Company, LLC and the Gilbert Warehouse Company, LLC, which likewise have, or have been assigned, development agreements with the City of Menasha.

The city and the respective owners/developers have worked cooperatively to bring the plans for redeveloping the former Gilbert Paper Mill site to the point where we now have a viable project for the shoreline area. The proposed shoreline park will not only create recreational access to the waterfront for Menasha residents, but create a significant amenity to the adjoining redevelopment property, and markedly increase the attractiveness of the site for new development.

I encourage the Common Council to accept the donation of Outlot 5 and the access easements. The Certified Survey Map creating the outlot and the easements was approved at the April 1, 2013 Common Council meeting, and will be recorded upon acceptance of the land donation. A deed will be created following recordation to effectuate the land transfer from PJC Group, LLC and the City of Menasha.

PJC GROUP

430 AHNAIP STREET
MENASHA, WI 54952
(920) 720-0061

February 27, 2013

Greg Keil
Community Development Director
City of Menasha
140 Main Street
Menasha, WI 54952

Dear Mr. Keil:

PJC Group is grateful to the city of Menasha in its efforts to apply for a grant from the Stewardship Fund to redevelop the shoreline located along the Fox River channel in downtown Menasha. As you are aware a large portion of this shoreline is owned by PJC Group and we are currently in the process of attempting to develop the property for economic reuse and commercial development.

As part of our efforts we signed a development agreement with the city, which includes a donation of large section of the shoreline of our property to the city to be converted to recreational trail and park land contiguous to the remainder of our property. The improvement of this shoreline into a recreational trail, park, green space and public improvements will greatly spur the desirability of the property on the south shore of the channel and will be a primary motivational factor in the reintegration and redevelopment of the that section of the city.

We applaud the city in their efforts to revitalize and reinvigorate the downtown commercial district as well as land contiguous to the downtown commercial district. We believe that the Fox River waterway running through City of Menasha is a vital component of the city's economic future and will benefit its citizens in the future through private economic development, public use and recreation.

We thank you again for your efforts. We look forward to donating the land for the purposes of a recreational and public trail and we look forward to partnering together in economic redevelopment in the near future.

As ever,



Edmund J. Jelinski
Managing Member

EJJ/mhc

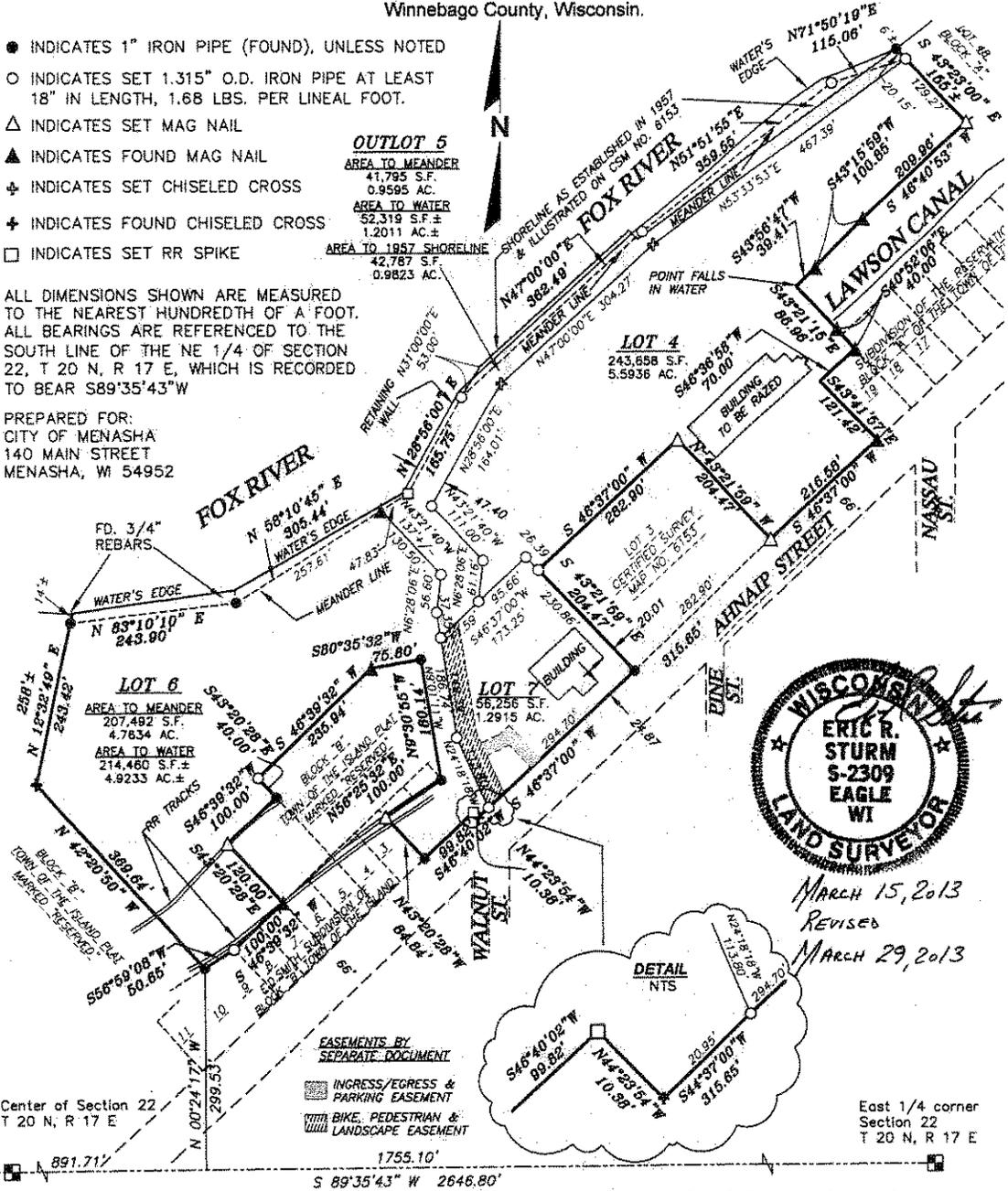
CERTIFIED SURVEY MAP NO. _____

A division of Lots 1, 2 and 4 of Certified Survey Map No. 6153, Being part of the Southwest 1/4, Southeast 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 22, Town 20 North, Range 17 East, in the City of Menasha, Winnebago County, Wisconsin.

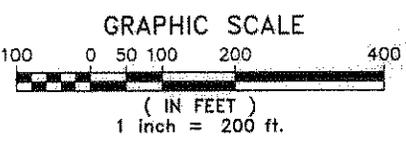
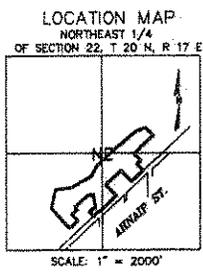
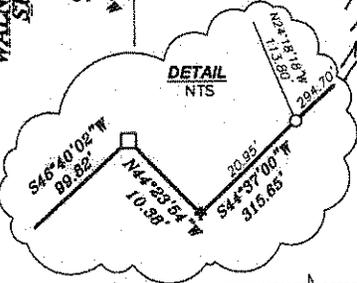
- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.
- △ INDICATES SET MAG NAIL
- ▲ INDICATES FOUND MAG NAIL
- ⊕ INDICATES SET CHISELED CROSS
- ⊕ INDICATES FOUND CHISELED CROSS
- INDICATES SET RR SPIKE

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. ALL BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE NE 1/4 OF SECTION 22, T 20 N, R 17 E, WHICH IS RECORDED TO BEAR S89°35'43"W

PREPARED FOR:
CITY OF MENASHA
140 MAIN STREET
MENASHA, WI 54952



MARCH 15, 2013
REVISED
MARCH 29, 2013



R.A. Smith National, Inc.
Beyond Surveying and Engineering

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

S:\5165634\DWG\CS110L2H.dwg\CS111L2H

SHEET 1 OF 6 SHEETS

ORDINANCE O-1-13

AN ORDINANCE REPEALING AND RECREATING SECTIONS 7-2-20 TO 7-2-26
OF THE CODE OF ORDINANCES
(Operators' License)

INTRODUCED BY ALDERMAN SEVENICH

The Common Council of the City of Menasha does hereby repeals and replaces as follows:

SECTION 1: Replace Title 7, Chapter 2, Article B, SEC. 7-2-20 to 7-2-26 of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

Title 7 – Licensing and Regulation

CHAPTER 2

Fermented Malt Beverages and Intoxicating Liquor

ARTICLE B

Operators' License

~~SEC. 7-2-20 OPERATOR'S LICENSE REQUIRED; MANAGER'S LICENSE.~~

- (a) **~~OPERATOR'S LICENSE.~~** There shall be upon the premises operated under a ~~every~~ Class "A" ~~“Class A” intoxicating liquor license, or Class “B” “Class B” intoxicating liquor license, Class “A” fermented malt beverage license, Class “B” Class “B” fermented malt beverage license or Class C wine license,~~ at all times, the licensee or some other person who shall have an operator's license and who shall be responsible for the acts of all persons serving or selling any intoxicating liquor or fermented malt beverages to customers. No person other than the licensee shall serve or sell fermented malt beverages or intoxicating liquor in any place operated under Class "A" ~~“Class A” intoxicating liquor or Class “B” “Class B” intoxicating liquor license or, Class “A” fermented malt beverage , Class “B” fermented malt beverage license, or Class C wine licenses unless he or she shall possess an operator's license or unless he or she shall be under the immediate supervision of the licensee or a person holding an operator's license who shall be upon the premises at the time of such service.~~
- (b) **~~MANAGER'S LICENSE.~~** Twenty five Dollars (\$25.00) per year. Said manager's license, or otherwise known as an agent's license, shall be given upon written application to the person who has the responsibility or authority for personnel, management of all employees whether or not the person is authorized to sign employment contracts or contracts for the purchase or sale of goods but actually does such purchasing and generally assumes the daily operation of the ~~“Class A” intoxicating liquor or Class “A” fermented malt beverage or “Class B” intoxicating liquor or Class “B” fermented malt beverage or Class C wine premises.~~ Said application shall be on forms as prescribed by the City Clerk ~~Police Department~~ whose mandatory duty it shall be to supply such forms. There shall be a Twenty five Dollar (\$25.00) annual fee for a manager's license.

~~(c) — **PROVISIONAL LICENSE.**~~

- ~~(1) A provisional operator's license may be issued by the Police Department to a person who has applied for an operator's license under Sec. 7-2-20(a).~~
- ~~(2) A provisional operator's license may not be issued to any person who has been denied an operator's license.~~
- ~~(3) The provisional license expires sixty (60) days after the issuance or when a license under Sec. 7-2-20(a) is issued to the applicant, whichever is sooner.~~
- ~~(4) A fee of Ten Dollars (\$10.00) shall be charged for a provisional operator's license.~~

~~**SEC. 7-2-21 — PROCEDURE UPON APPLICATION.**~~

- ~~(a) The Police Department may issue an operator's license, which license shall be granted only upon application in writing on forms to be obtained from the City Treasurer only to persons eighteen (18) years of age or older. — Operator's licenses shall be operative only within the limits of the City.~~
- ~~(b) An operator's license for retail Class "A" "Class A" intoxicating liquor or Class "A" fermented malt beverage or "Class B" intoxicating liquor or Class "B" fermented malt beverage or Class C wine and "B" B fermented malt and intoxicating liquor license premises pursuant to Sec. 125.17, Wis. Stats., may be issued by the Police Department to any person of legal drinking age who has been a citizen of the United States 18 years of age and a resident of this state continuously for no less than ten (10) days, prior to the date of the filing of the application, upon certification of the Menasha Police Department. The Menasha Police Department will run a criminal history check through the Wisconsin Criminal History Records information database to determine the applicant's prior criminal history. When an applicant in this state has been convicted of a felony and has not been pardoned, such application shall be submitted to the City Attorney by the Police Department for further review.~~
- ~~(c) Whenever the Police Department denies a license, the applicant will then have the right to appeal such decision to the Administration Committee after a due process hearing. — The action of the Committee shall be final.~~

~~**SEC. 7-2-22 — DURATION.**~~

~~Licenses issued under the provisions of this Chapter shall be valid for a period of two (2) years and shall expire on the thirtieth (30th) day of June.~~

~~**SEC. 7-2-23 — OPERATOR'S LICENSE FEE.**~~

- ~~(a) The fee for an operator's license shall be Fifty Dollars (\$50.00).~~
- ~~(b) The fee for any operator's license that is issued such that it will expire in six months or less shall be twenty five dollars (\$25.00).~~
- ~~(c) A fee of fifteen dollars (\$15.00) shall be charged for a provisional operators license.~~

~~**SEC. 7-2-24 — ISSUANCE.**~~

~~The Police Department shall issue the operator's license. — Such licenses shall be issued and numbered in the order they are granted and shall give the applicant's name and address and the date of the expiration of such license.~~

~~**SEC. 7-2-25 — DISPLAY OF LICENSE.**~~

~~Each license issued under the provisions of this Chapter shall be posted on the premises whenever the operator dispenses beverages.~~

~~SEC. 7-2-26 — REVOCATION OF OPERATOR'S LICENSE.~~

~~Violation of any of the terms or provisions of the State Law or of this Chapter relating to operator's licenses by any person holding such operator's license shall be cause for revocation of the license.~~

~~SECTION 7-2-27 THROUGH SECTION 7-2-29 — RESERVED FOR FUTURE USE.~~

SEC. 7-2-20 OPERATORS' LICENSE

(a) REGULAR OPERATORS' LICENSE APPLICATIONS

- (1) Applications for all operators' licenses shall be made on a form provided by the Police Department.
- (2) An application shall be accurately completed in its entirety or shall be rendered void by the Police Department.
- (3) The Police Department shall verify the veracity of the application as well as research the qualifications of the applicant.
- (4) The license fee shall be submitted with the application.
- (5) Operators' licenses may be granted by the Common Council without further review in the event the Police Department approved of the application.
- (6) The Common Council shall issue an Operators' license to any applicant meeting the qualification under Wis. Stats. §§125.04(5) and 125.17(6) and shall be valid for a period of two (2) years and shall expire on the thirtieth (30) day of June.

- (b) TEMPORARY OPERATORS LICENSE.** The Police Department or designee is authorized to issued a Temporary Operator's license to an applicant under the terms outlined in Wis. Stats. §125.17(4).

(c) PROVISIONAL LICENSE.

- (1) The Police Department or designee is authorized to issue a Provisional Operator's license to an applicant for a regular Operators' license provided the applicant:
 - (a) Files a certified copy of a valid operators' license issued by another municipality; and
 - (b) Pays the fee; and
 - (c) Meets the "City of Menasha Guidelines for Operators' Licenses" adopted by the Common Council; and
 - (d) Has not been denied an Operators' license by the Common Council; and
 - (e) Has met the training requirement under Wis. Stats. §125.17(6)
- (2) A Provisional Operators license expires 60 days after its issuance or when a regular Operator's license is issued or upon expiration of an Operators' license issued by another municipality and filed under paragraph (1)(a) above, whichever is sooner.
- (3) The Police Department or designee may revoke a Provisional Operator's license upon discovery of a false statement made on the application or if an applicant enrolled in a responsible beverage server training course fails to successfully complete the course in which he or she is enrolled.

- (d) APPEALS.** Any applicant whose application has been voided or denied or whose license has been revoked by the Police Department may appeal such determination of the Administration Committee.

SEC. 7-2-21 OPERATORS' LICENSE FEE.

(a) The fees for Operators' licenses shall be established by the Common Council.

SEC. 7-2-22 DISPLAY OF LICENSE.

(a) Each Operators' license issued under the provisions of this Chapter shall be posted on the premises whenever the operator dispenses beverages.

SECTION 2: This Ordinance shall take effect upon passage and publication as provided by law.

Passed and approved this day of , 2013.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk