

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
Monday, May 20, 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. Recognition Plaque Presentation - 210 Main Street - Landmarks Commission
 2. [Introduction of new Police Officers and Awards Presentation](#)
 3. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
Minutes to receive:
 - a. [Administration Committee, 5/6/13](#)
 - b. [Board of Public Works, 5/6/13](#)
 - c. [Neenah-Menasha Fire Rescue Joint Finance & Personnel, 5/7/13](#)
 - d. [Personnel Committee, 5/6/13](#)
 - e. [Water & Light Commission, 5/8/13](#)Communications:
 - f. [Clerk Galeazzi, 5/15/13; City Business Cards](#)
 - g. [FC Auxier, 5/6/13; NMFR's Open House at Station 36](#)
 - h. [Certificate of Recycling, City of Menasha/Menasha Utilities](#)
 - i. [Library Strategic Plan 2013-2018](#)
 - j. [PRD Tungate, 5/16/13; Jefferson Park Refuse Containers](#)
 - k. [Valley Transit to Mayor Merkes, 5/13/13; Refund for 2012 Fixed Route Services](#)
 - l. [FC Auxier, 5/14/13; Demo Engine Purchase from Pierce](#)
- 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, 5/6/13](#)
Personnel Committee, 5/6/13; Recommends approval of:
 2. Establish salary range of Administrative Services Director at a Grade 1
Administration Committee, 5/6/13; Recommends approval of:
 3. [Wellness incentives for participation in WEA initiatives](#)
Board of Public Works, 5/6/13; Recommends approval of:
 4. [Street Use Application, Communityfest Parade of Lights, Wednesday July 3, 2013, 9:00pm-10:15pm](#)
[\(Cities of Neenah and Menasha\)](#)
 5. [Street Use Application, Otto Grunski Runski, Saturday August 10, 2013, 6:00am-11:00am](#)
[\(City of Menasha\)](#)
 6. [Change Order, Pieper Electric, Inc, Contract No. M0002-910283-B, High Lift Pumping Station;](#)
[ADD \\$5,641.00 \(Change Order No. 2\)](#)

NMFR Joint Finance & Personnel, 5/7/13; Recommends approval of:

7. To create a 2013 NMFR Dive Team program budget and authorize the City of Neenah Finance Department to amend the current budget on file for the Dive Team to reflect \$2,000.00 for Overtime/Wages, \$660.00 Fringes, \$1,000.00 Schools/Seminars/Training, \$1,500.00 Maintenance of Operating Equipment and \$1,000.00 All Other Equipment for a total budget of \$6,160.00. The budget will be funded through the donated dollars currently in the Dive Team Trust Account
8. Look at the lease/purchase agreement of this demo vehicle in a timely fashion and Direct Administration to pursue reviewing this vehicle and discussing financing options with both Communities-NO ACTION NECESSARY

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 5/9/13 to 5/16/13 in the amount of \\$381,695.31.](#)
2. [Beverage Operators License Applications for the 2013-2015 licensing year.](#)
3. [Tower and Ground Space Lease Agreement between City of Menasha and Airadigm Communications Inc at 455 Baldwin Street.](#)
4. [Acquisition of 221 Washington Street - Notice of Commencement of Proceedings in REM to Foreclose Tax Liens by Winnebago County Under Wis. Stats. 75.521.](#)

J. ORDINANCES AND RESOLUTION

1. [O-2-13 An Ordinance Amending Section 8-1-6 of the Code of Ordinances \(Destruction of Noxious Weeds\) \(Introduced by Ald. Keehan\)](#)
2. [R-5-13 Resolution Continuing Appropriations \(Introduced by Ald. Nichols\)](#)
3. [R-6-13 Resolution Transferring/Appropriating Funds \(Introduced by Ald. Nichols\)](#)

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. ADJOURN

MEETING NOTICE

Common Council – June 3, 2013 – 6:00 pm
Committee meetings to follow Common Council

Challenge Rules

- 1) Your coin must be carried at all times while working or at Benevolent events. You can be challenged anywhere, at anytime while working or at events, so long as you are not on a call for service.
- 2) Upon coming into a room with your fellow employees, a challenge is initiated by taking out your coin and slamming it down on a table and shouting out "Challenge." (You may gently place it down if you wish and should you drop it, well it still counts as a challenge).
- 3) All employees present are to respond in a similar manner and are not allowed to take more than 4 steps to do so.
- 4) If someone that was challenged is not able to respond with their coin is then required to buy the challenger a soda or other beverage of the challenger's choice.
- 5) If all employees being challenged are able to meet the challenge then the challenger shall buy all that they challenged a beverage of their choice.
- 6) Failure to honor the challenge is considered to be a lack of Department trust.
- 7) Under no circumstances may a coin be handed to another in response to a challenge. If a person does this, then the one they handed the coin to may keep it. Likewise if a challenger asks to look at someone's coin and is holding it they can't initiate a challenge. (A ransom may be negotiated to get the coin back).
- 8) You are responsible for your coin. Giving your coin away is considered a betrayal. This coin is an honor for those who work here so let's keep it that way.
- 9) Once accepting a coin you agreed to accept the responsibilities that come with it. Do not accept this coin if you do not agree to abide by the values and mission of the Department and the willingness to accept the traditions of the challenge coin.

This coin is a challenge and a reminder to each and everyone to uphold the mission of the Menasha Police Department and to act as a symbol of the common bond that we share

Police Week 2013

Menasha Police Department Awards Dinner



May 17, 2013

A new mission, built upon traditional values

Our mission is to be a model of modern police services built upon a strong partnership with the community using respect, creativity and technology to find solutions and improve the quality of life and safety for all.

The Respect Project
Coffee with the Cops

Traffic Enforcement Program

Com Tech Training

PLSO Program Expansion

New Officers:
Tony Edwards
Denton Heidemann
Joshua Gallagher

History

Challenge coins pre date WW1 and were started in the military. Many different squadrons had these and used them to show pride in their unit. There is a popular story of a young American Pilot who obtained a bronze coin for the squadron he was in. He hung this coin around his neck in a small leather pouch to ensure that he had this with him at all times. Shortly after obtaining this coin, the young pilots plan was badly damaged and he was forced to land behind German lines. He was subsequently captured and stripped of everything but that coin as they did not know the significance of it. A few nights later during a bombardment, the young American escaped his captures and crossed no man's land and into French dug outs. Having no identification, the French did not believe him and could not communicate with him and thought him to be a saboteur. The young American remembered the coin around his neck and showed it to the French soldiers who recognized the squadron symbol. That night they shared a bottle of wine with him. The French CHALLENGED who this young American soldier was and the coin proved the challenge. After telling the story to the rest of his squadron, it became standard practice to carry the coin at ALL times. A new set of rules also emerged for cases when a warrior did not have their coin with them.

What does the design of "OUR" Challenge Coin mean?

Front

Badge- Represents us as Police Officer's for the City of Menasha
Thin Blue Line behind the Badge- Is a line that separates Law Enforcement (The Sheep Dog) from the criminals (The Wolves).
Honor/ Respect/ Service/ Integrity- These words represent the core values all Officers' should bring to the table when wearing a badge.

Back

Mission Statement- Simply put it is the motto with which we as Menasha Police Officers' shall go about our daily business.
Badge Number- Identifies the coin as yours.
Wheat- Wheat has had many meanings over the course of time. In this circumstance it goes with the meaning of "love" and "charity". This symbolizes what we often give back to the community on our own time and doing.

Police Service Ribbon

Officer Dan Hoernke

Service Awards

CEO Joe Polzien 5 Years

Officer Pete Sawyer 5 years

Officer Martin Schrampfer 25 years

Lt. Chuck Sahr 25 Years

Unit Citation Award

Officers Gruss, Effert and Edwards were dispatched to a person wanting to jump off of the Racine St Bridge. After trying to calm down the situation the subject moved to jump off the bridge and officers were able to grab on to him and bring him back over the railing.

Meritorious Service

Officer Martin Schrampfer:

For the past several years there has been a parent/child relationship which was very abusive. This situation has proven to be difficult to gather the evidence to try and correct the situation. Officer Schrampfer worked diligently to get the services needed and followed up with multiple service agencies for a positive outcome.

Officer Matt Spiegel:

Officers are trained to look for the unexpected. During routine patrol Officer Spiegel came across a man trying to break into a business. He was able to apprehend the subject and by doing so additional burglaries were solved.

Chief's Award: Embracing the Mission

Captain Brett Halderson

Officer of the Year

Amy Cook:

As anyone who has worked as school officer can tell you, the job can be very challenging yet rewarding. Dealing with students who are going through developmental changes, working under two sets of rules/procedures (school and department) and wearing multiple hats within the school is not easy. Despite this, Officer Cook will tell you how much she loves her job and maintains a positive attitude. Her co-workers in the school have recognized this as well and she received a Distinguished Service Award from the Menasha Area Joint School District this year.

Department Recognition

Discussion of a community issue and resolution of a "house squatter" case.

Group Recognition

Command Staff: Police officer, supervisor, mentor, trainer... the list goes on. A look at how our command staff embraces the mission of the Department.

Com Techs: Often times the 1st point of contact for citizens. A discussion of the work they do to provide information a positive encounter for the community.

Customer Service Awards

CSO Andrew McNulty: Resident called to express his appreciation for Andrew to take the time and explain to him the rules for snow removal.

Officer Chris Groeschel: State Patrol's appreciation for assistance in identifying and interviewing a suspect from a high speed chase. In addition, a thank you from an area counselor who was very appreciative of how Chris was caring and compassionate to one of his clients who was in crisis.

Com Tech Amber Olson: Citizen took the time to send a very lengthy email to explain how Amber took the time to assist her with a situation which took place outside of Menasha and no other agency would take the time to listen to her.

Officer Roger Picard: Responding to a crash near the high school Roger found a very distraught young driver. Roger took the time to calm her down and ensure her parents were on the way to help her out.

Officer Tony Edwards: A Facebook message told us of Tony taking the time to play 500 with neighborhood children. His time left a lifelong impression on a number of youth in the community.

Officer Marty Effert: In responding to a bar fight Marty was able to turn a few uncooperative patrons into advocates by listening to their concerns and allowing them to have a voice in the process they were involved in.

Officers Zemlock and Mauthe

Using social media and traditional law enforcement techniques, the officers were able to generate leads and solve an armed robbery case from a gas station.

Officers Spiegel & Effert and Lt. Albrecht

Responding to an alarm at a local business, officers found a burglary had taken place and gave chase to the suspects. All were taken into custody without incident.

Officers Groeschel, Oleszak and Verkuilen

A sound investigation allowed for a speedy resolution to a residential burglary. Initial responding officers gathered article and DNA evidence to provide investigators the tools needed to identify and arrest a subject involved just days after the incident.

Officers Sawyer, Thorn, Mauthe, Heidemann and Lt. Kawar

Responding to a burglary at a local convenience store officers gathered evidence left and dropped behind. This evidence as well as other investigative techniques led to a suspect who was arrested for the crime.

Officers Spiegel, Heidemann & Thorn and Lt. Kawar

Responding to a disturbance which a firearm was presented officers had the challenge determining what took place and trying to find the firearm. During the search the firearm was located stashed in a mailbox. A person was arrest and later convicted of a felon being in possession of a firearm.

Officers Effert & Spiegel

Sometimes people are not always forthright with the police. The subject in this incident was taken into custody for a warrant and evasive with basic questions. By gaining a rapport with the subject they found he had taken pills which would have killed him. The subject is still alive today as a result of the officers' actions.

Officers Spiegel & Effert and Lt. Albrecht

A loud noise complaint which turned out to be a drug party that officers obtained a search warrant and located several containers of illegal drugs and various drug paraphernalia.

Officers Schrampf, Groeschel, Thorn & Gruss

While off-duty Officer Schrampf noticed a suspicious person around one of the schools and called on duty personnel. The subject gave chase and the officers caught him. His intentions are still unknown, but it is likely a crime was prevented.

Individual Awards

Jenny Groeschel & Ginger Tralongo

Working together our Records Clerks have made the department more efficient and cost effective by implementing a paperless records system.

Inv. Jim Verkuilen

Child abuse and neglect cases can be very taxing and complicated. For the last several years Inv. Verkuilen has been the point person dealing with many of these cases and is being recognized for his efforts.

Officer Matt Lenss

By using CIT techniques Officer Lenss was able to calm a hysterical subject who attempted suicide with a knife and provide her the assistance she needed.

Officer Roger Picard

The speed program was introduced last year has become more technical. Officer Picard has implemented speed measuring equipment to allow for technically placed speed enforcement.

Officer Sara Swenson

Officer Swenson dealt with a telephone scam involving an elderly woman. She went beyond just taking a report to ensure she had family and other services involved to assist her to avoid further issues.

Inv. Mark Mauthe

Inv. Mauthe worked closely with the Milwaukee Fugitive Task Force to locate a homicide suspect who fled to Menasha. The subject was taken into custody by officers of both departments without incident.

Officers Jorgenson, Gollner and Cook

Developing a new program is no easy task. Officer Jorgenson began the new Elementary PSLO program with great success and the help of Officer Gollner and Officer Cook.

Officer Aaron Zemlock

We have been working to increase our transparency and our outreach to the community. Officer Zemlock has embraced this initiative through active use of social media and innovative programs like Coffee with the Cops.

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
May 6, 2013
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 7:55 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Taylor, Sevenich, Langdon, Keehan, Zelinski, Englebert, Benner, Nichols

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, FC Auxier, DPW Radtke, CDD Keil, Dpty Treasurer Sassman, PHD Nett, PRD Tungate, LD Lenz, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [Administration Committee, 4/16/13](#)

Moved by Ald. Englebert, seconded by Ald. Benner to approve minutes.

Motion carried on voice vote.

D. DISCUSSION/ACTION ITEMS

1. [O-2-13 An Ordinance Amending Section 8-1-6 of the Code of Ordinances \(Destruction of Noxious Weeds\) \(Introduced by Ald. Keehan\)](#)

CA/HRD Captain explained the amendments are in accordance with State Statutes. General discussion ensued on reporting and removal of noxious weeds from properties.

Moved by Ald. Keehan, seconded by Ald. Benner to recommend to Common Council O-2-13 An Ordinance Amending Section 8-1-6 of the Code of Ordinances (Destruction of Noxious Weeds)

Motion carried on roll call 8-0.

2. [R-5-13 Resolution Continuing Appropriations \(Introduced by Ald. Nichols\)](#)

Dpty Treasurer Sassman explained the resolution is to carry forward funds from the 2012 Budget to the 2013 Budget to finance ongoing projects.

Moved by Ald. Sevenich, seconded by Ald. Langdon to recommend to Common Council R-5-13 Resolution Continuing Appropriations.

Motion carried on roll call 8-0.

3. [R-6-13 Resolution Transferring/Appropriating Funds \(Introduced by Ald. Nichols\)](#)

Dpty Treasurer Sassman explained the resolution is to transfer funds to cover 2012 Budget overages and to appropriate revenues received but not budgeted.

Moved by Ald. Sevenich, seconded by Ald. Keehan to recommend to Common Council R-6-13 Resolution Transferring/Appropriating Funds.

Motion carried on roll call 8-0.

4. [Wellness Incentives for participation in WEA Initiatives](#)

Mayor Merkes explained WEA is offering reductions in the City's insurance premiums for 2014 if employees and their spouses participate in a personal health assessment program. Employees participating in the personal health assessment will share in the premium savings achieved with their help. All data collected during the health assessment will be kept confidential.

Moved by Ald. Englebert, seconded by Ald. Benner to recommend to Common Council Wellness incentives for participation in WEA Initiatives.

Motion carried on roll call 8-0.

E. ADJOURNMENT

Moved by Ald. Englebert, seconded by Ald. Benner to adjourn at 8:23 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
May 6, 2013
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Taylor at 8:25 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Taylor, Sevenich, Langdon, Keehan, Zelinski, Englebert, Benner, Nichols

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, FC Auxier, DPW Radtke, CDD Keil, Dpty Treasurer Sassman, PHD Nett, PRD Tungate, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [April 16, 2013](#)

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

Motion carried on voice vote.

Upon Chairman Taylor requested Action Item 3 was taken up first. No objection

D. ACTION ITEMS

1. [Street Use Application – Communityfest-Parade of Lights; Wednesday, July 3, 2013; 9:00 PM – 10:15 PM \(Cities of Neenah and Menasha\)](#)

Moved by Ald. Nichols, seconded by Ald. Zelinski to recommend to Common Council Street Use Application, Communityfest Parade of Lights, Wednesday July 3, 2013, 9:00pm – 10:15pm (Cities of Neenah and Menasha)

Motion carried on voice vote

2. [Street Use Application – Otto Grunski Runski; Saturday, August 10, 2013; 6:00 AM – 11:00 AM \(City of Menasha\)](#)

Moved by Ald. Nichols, seconded by Ald. Zelinski to recommend to Common Council Street Use Application, Otto Grunski Runski, Saturday August 10, 2013, 6:00am-11:00am (City of Menasha)

Motion carried on voice vote

3. [Change Order – Pieper Electric, Inc, Contract No. M0002-910283-B, High Lift Pumping Station; ADD: \\$5,641.00 \(Change Order No. 2\)](#)

Tim Gosz, Water Plant Supervisor, reported the change order is to replace old corroded and worn parts on Pump #3 discovered during the pump rebuild which were not in the scope of the bid.

Moved by Ald. Sevenich, seconded by Ald. Benner to recommend to Common Council Change Order, Pieper Electric, Inc, Contract No. M0002-910283-B, High Lift Pumping Station; ADD \$5,641.00 (Change Order No. 2)

Motion carried on roll call 8-0.

E. ADJOURNMENT

Moved by Ald. Langdon, seconded by Ald. Sevenich to adjourn at 8:30 p.m.

Motion carried on voice vote

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

Neenah-Menasha Fire Rescue
Joint Finance & Personnel Committee
Meeting Minutes
May 7, 2013 – 6:00 p.m.
Hauser Room – City of Neenah

Present: Ald. Stevenson, Ahles, Benner and Langdon

Excused: Ald. Englebert and Ramos

Also Present: Chief Auxier, Director Easker and Officer Manager Theisen

Ald. Benner called the meeting to order at 6:00 p.m.

No members of the public were present.

Meeting Minutes: The Committee reviewed the meeting minutes from April 23, 2013. **MSC Stevenson/Langdon to approve the meeting minutes of April 23, 2013 and place of file, all voting aye.**

Budget Report: The Committee reviewed the April 2013 budget report. Ald. Stevenson asked why the health insurance line item was so high. Director Easker said he would look into this and report back. **MSC Stevenson/Ahles to approve the April 2013 budget report and place on file, all voting aye.**

Activity Report: The Committee reviewed the April activity and automatic aid report. Ald. Benner asked about the response times with automatic aid and asked Chief Auxier to put together the call stats and report back to the Committee and both Councils. **MSC Stevenson/Langdon to approve the April activity and automatic aid reports and place on file, all voting aye.**

2013 Dive Team Budget: Chief Auxier discussed the need for putting in actual budget numbers for the dive team for this year. It was noted when the 2013 budget was put together we were not sure where we would be with funding our Dive Team in 2013. Now that we have reached the goal of fundraising for the Dive Team we would like to have actual budget numbers reflected for the dive team. It was noted this is a tentative budget and it may change as we get more established with the team. Ald. Langdon questioned why this Committee has the control of this budget if this is all donated dollars. Ald. Stevenson noted that there does need to be oversight of these funds to make sure these monies are spent they way they were intended when the fundraising was going on. Ald. Benner noted that due to this being donated dollars we have to make sure that we are only spending the money that we have in the account. Director Easker also noted that the auditors audit these funds yearly and their needs to be oversight, regardless, if it is donated money versus money collected through taxes.

MSC Stevenson/Ahles recommends the City of Neenah and City of Menasha Common Councils create a 2013 NMFR Dive Team program budget and authorize the City of Neenah Finance Department to amend the current budget on file for the Dive Team to reflect \$2,000.00 for Overtime/Wages, \$660.00 Fringes, \$1,000.00

Schools/Seminars/Training, \$1,500.00 Maintenance of Operating Equipment and \$1,000.00 All Other Equipment for a total budget of \$6,160.00. The budget will be funded through the donated dollars currently in the Dive Team Trust Account, all voting aye.

Michels Quarry Agreement Update: Chief Auxier noted he did talk to both City Attorneys regarding this agreement. They have both reviewed this document and this agreement does not have to go through both Common Councils for approval. They also advised that anyone who enters the quarry should sign their own waiver. Ald. Ahles asked if we are going to place vehicles in the quarry and if we need a waiver for this. Chief Auxier said if this agreed upon we would discuss this with both City Attorneys before we placed vehicles in the quarry.

Review of Lease/Purchase Agreement for 2011 Demo Engine: The Committee reviewed the memo from Chief Auxier regarding the lease/purchase of an engine from Pierce Manufacturing. It was noted the request is for \$370,000 this includes monies for decaling the vehicle and also miscellaneous equipment that is needed to put this vehicle into service. After reviewing the lease/purchase information with Director Easker and Mayor Merkes both agreed the 5-year lease options we best for the Cities. If we move forward with leasing this vehicle we can remove refurbishing of any vehicles in the 2014 budget and push back the replacement of Command 32 to keep the budget from increasing due to the added lease payment for the next five years. It was also noted that we continue to push back the replacement of current Engine 35 due to budget concerns and at this time we do not have a reserve engine we can use when a front line vehicle is out of service for maintenance.

Ald. Stevenson noted in the past we didn't take stock vehicles since we had certain specifications that we needed for our vehicles. Chief Auxier said the customizing the vehicles is good for our Department. However, this demonstration vehicle closely matches the specifications of recently purchased engines. NMFR mechanics, DC DeLeeuw and Shift Commander Schultz did also review these specifications of these demo models and it was noted that the things that we have spec out in the past when purchasing new vehicles are now becoming stock options. There are some items we would prefer that are not included on this new vehicle but these are things we could live without. Ald. Ahles asked if this is enough of a discount based on the age and miles on the vehicle. Chief Auxier said we would not move forward with this purchase until we actually were able to look at this engine. This engine is currently out of state and Pierce does not want to bring it back to Wisconsin for us to view unless there is an intent for a possible purchase due to the costs associated with them bringing it back to Wisconsin. This engine only has highway miles, runs without water in it and has minimal pumping time on it. We would ensure it passes a pump test; brakes and tires are reviewed, etc. before we would move forward. Pierce is also committed to making sure this vehicle is in appropriate condition before we would lease/purchase the vehicle. Ald. Ahles asked if we would have to put earnest money down for bringing it to Wisconsin. Chief Auxier said there are no costs to us to bring the vehicle back but Pierce is looking for a letter of intent before they incur these costs. Ald. Benner said the chassis on this truck is designed to last. He does have concern with the gear mechanisms as is not designed for highway miles. It was also noted the equipment does not have 60,000 miles on it and the chassis and tires are the only items that really have the miles. However, our utilization of miles is a lot less and feels over all there is not a major concern. Ald. Stevenson does support having a letter of intent to bring the vehicle to Wisconsin to look at. He feels this is an opportunity we should pursue. Chief Auxier also pointed out that we could take delivery of this vehicle

immediately and the first payment is not due for a year, which would give us time to work this into our future budget. Ald. Benner did feel it was worthwhile to have a special Council Meeting for the City of Menasha. Ald. Langdon asked what the current condition of the vehicle is for Engine 35. Chief Auxier said the current vehicle is 18 years old and the current Engine 35 would be placed in our fleet as a reserve pumper. Ald. Langdon asked why we would not purchase this up front versus leasing. Ald. Stevenson said this is a vendor-financed purchase. Ald. Benner asked Director Easker about the lease. Director Easker said we do need to explore who would technically “lease” the vehicle, as we are required to have bonding for this lease. He feels this can be worked out. Based on the numbers this is a good value based on a 5-year lease. If we spread this out for 7 or 10 years then the lease amount is not a good value based on the interest rates we can borrow at. The City of Neenah can either lease the monies or borrow the monies and pay for the vehicle up front. For the City of Menasha a lease option may be a better fit versus borrowing the money and pay for it up front as the City of Menasha prefers to put monies aside and pay cash. However, the City of Menasha has not had time to look at the process. Ald. Benner asked that Chief Auxier meet with Mayor Merkes and the City of Menasha Finance Department regarding funding. Ald. Stevenson noted a replacement truck was put in the budget for 2015 for \$550,000 and this lease option would be less than what is budgeted and noted we do continue to push back vehicle purchase. This engine has been pushed back twice for replacement. All aldermen present feels this is something we should explore. Ald. Ahles asked that we also look at seeing if Pierce will extend the warranties on some of these items. **MSC Stevenson/Langdon recommends the City of Neenah Common Council and City of Menasha Common Council look at the lease/purchase agreement of this demo vehicle in a timely fashion and Direct Administration to pursue reviewing this vehicle and discussing financing options with both Communities, all voting aye.**

Review and Approve Proposed Joint Neenah-Menasha Emergency Response Plan: MSC Ahles/Stevenson to place on hold until the next meeting, all voting aye.

MSC Ahles/Stevenson to adjourn at 7:10 p.m., all voting aye.

Respectfully Submitted,

Al Auxier
Chief

AA/tt

CITY OF MENASHA
PERSONNEL COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
May 6, 2013
MINUTES

A. CALL TO ORDER

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

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Taylor, Sevenich, Langdon, Keehan, Zelinski, Englebert, Benner, Nichols, Mayor Merkes

ALSO PRESENT: CA/HRD Captain, FC Auxier, DPW Radtke, CDD Keil, PRD Tungate, Dpty Treasurer Sassman, PHD Nett, LD Lenz, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [Personnel Committee, 4/16/13](#)

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

Motion carried on voice vote.

D. DISCUSSION/ACTION ITEMS

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

CA/HRD Captain explained the minimum requirements for the recently created position of Administrative Services Director for filling the vacancy position of Comptroller/Treasurer. She referred to Exhibit A as a job description for the position.

General discussion ensued on some recommended changes to the job description.

- Under Experience, change required to preferred for number of years experience.
- Under Essential Job Duties, include working knowledge of Wisconsin TIF Districts Statutes
- Under Ideal Candidate, include skill sets and competencies outlined in Springsted report

Moved by Ald. Langdon, seconded by Ald. Zelinski to recommend to Common Council To identify minimum requirement of Administrative Services Director position as set forth in Exhibit A with recommended changes excluding salary range.

Motion carried on roll call 9-0.

General discussion ensued on establishing a salary range.

Moved by Ald. Zelinski, seconded by Ald. Langdon to recommend to Common Council to establish the salary range of the Administrative Services Director position at a Grade 1.

Motion carried on roll call 8-1. Ald. Taylor voted no.

Moved by Mayor Merkes, seconded by Ald. Langdon to direct Human Resource staff to prepare recruitment materials and post notice for 30 days.

2. [Title 2, Chapter 3 of Municipal Code – Municipal Officers and Employees](#)

CA/HRD Captain reported she will update the Municipal Code to include the Administrative Services Director Position.

E. ADJOURNMENT

Moved by Ald. Sevenich, seconded by Ald. Keehan to adjourn at 7:50 p.m.

Motion carried on voice vote.

SPECIAL MEETING OF THE WATER AND LIGHT COMMISSION

May 8, 2013

Draft

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 5:02 P.M., with Commissioners Roy Kordus, Don Merkes, Joanne Roush, and Dan Zelinski present on roll call.

Item II. No one from the Gallery was heard on any topic of public concern to the Utility.

Item III. Unfinished Business, Plan for GM Position – The draft GM job description was reviewed and updated for further clarity. Advantages and disadvantages of using an outside agency or advertising in local papers were discussed. Additionally, a list of comparable salaries for public utility GM positions was examined. No decision was made.

Motion made by Comm. Kordus, seconded by Comm. Allwardt, was unanimous on roll call to approve advertising in local papers and on-line until August 15, 2013.

If no viable candidates are found by August 15, 2013, the commission will consider an outside agency.

Item IV. No one from the Gallery was heard on any items discussed at this Meeting

Item XII. The motion by Comm. Kordus, seconded by Comm. Allwardt, was unanimously approved on roll call to adjourn at 5:45 p.m.

By: MARK L. ALLWARDT
President

DAN ZELINSKI
Secretary

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

MEMO

TO: Common Council
FROM: Debbie Galeazzi, City Clerk
SUBJECT: City Business Cards
DATE: May 15, 2013

I will be placing an order for business cards next week. If anyone is interested in placing an order, please let me know by Monday May 20. The cards will be the standard business cards that are ordered for City department heads. It will include your home address, home phone number and City e-mail address.

Thanks.



Memorandum

TO: Mayor Merkes
Menasha Common Council

FROM: Chief Al Auxier

DATE: May 6, 2013

RE: NMFR's Open House at Station 36

Neenah-Menasha Fire Rescue and Local 275 members hosted an Open House on Saturday, May 4, 2013 at Station 36 in Menasha. Off duty Local 275 members helped staff this event and paid for half of the costs incurred with our Event. We had around 350 people who enjoyed our event.

I would like to thank the following Menasha Department Heads and their employees for their help with this event:

Chief Tim Styka – Dropped off cones and signs for us to place on Manitowoc Road to slow traffic down during the Open House. He also had a CSO Officer in the area to help slow down traffic and aid in people who needed help crossing Manitowoc Road to get to our facility.

Mark Radtke – His staff placed no parking signs on the North side of Manitowoc Road to help control the traffic flow right in front of our station and also swept our back parking lot of debris before the open house.

Brian Tungate – Vince Maas and his staff dropped off bleachers for people to sit on during the Jaws of Life demonstration, picnic tables for people to sit on while they had refreshments and tables for us to use.

Everyone was more than willing to help us out and we appreciate the efforts of everyone involved.

AA/tt

Cc: Chief Tim Styka
Mark Radtke
Brian Tungate



RecycleThatStuff.com

CERTIFICATE OF RECYCLING

•All Computers & Electronics Will Be Recycled For Their Metal, Glass, & Plastic•

Received From: City of Menasha / Menasha Utilities
321 Milwaukee Street
Menasha, WI 54952

Materials Recycled: 2,602 lbs of Small Electronics - 621 lbs of Freon Items - 1,100 lbs of CRT Monitors - 4,407 lbs of Televisions - 452 lbs of Mixed Batteries - 2,060 lbs of Printers / Appliances

Total Weight Recycled: 11,242 lbs

This is to certify that the above items received by **Recycle That Stuff** in **Appleton, WI** will be recycled in accordance with all applicable Federal, State and local Regulations and **will not be landfilled**, or otherwise improperly disposed of.

April 27th 2013



E-Cycle Wisconsin
Registered Collector
& Recycler

ISO 14001:2004 Certified #R102908
Wis. DNR License 12843

121 N. Linwood Ave. – Appleton, WI 54914



Elisha D. Smith Public Library

Strategic Plan 2013 – 2018

Elisha D. Smith Public Library
440 First Street
Menasha, Wisconsin

(920) 967-3660

www.menashalibrary.org

This plan was created by the Elisha D. Smith Public Library Board of Trustees ad hoc Planning Committee, consisting of Chair Rebecca Nichols, Library Trustee Mary Crawmer, Library Director Vicki Lenz, Support Services Supervisor Catherine Brandt, Children's Supervisor Kathryn Beson, Adult Services Supervisor Joseph Bongers, and Library Office Manager Kristin Seefeldt.



Elisha D. Smith Public Library

Strategic Plan 2013-2018

HISTORY OF THE LIBRARY

Menasha's public library was established in 1896. Lucinda Lee Pleasants was the driving force in establishing the first library, and she became its first librarian. In 1898, Elisha D. Smith, founder of Menasha Woodenware (now Menasha Corporation) donated land and money to build a library on Mill Street. The building on Mill Street was replaced in 1969 with a new building on First Street, the library's current location. Renovation of that building was completed in 2003. The library has twice been named the Wisconsin Library Association Library of the Year, in 1988 and in 2008.

COMMUNITY

The primary service population of the library roughly matches the Menasha Joint School District (MJSD). While the city's population is 17,437, the library's service population is about 25,000. The East Central Wisconsin Regional Planning Commission predicts that these population figures will largely remain the same for the next ten years, though the portion of the city in Calumet County may grow by as much as 24.5 percent.

MJSD data indicate that the district is becoming more diverse and more economically disadvantaged. The current enrollment is 3,688. The primary non-white ethnic groups of students are Hispanic and Hmong. During the past ten years, residents with school-age children lost significant ground economically. In 2000 about 20 percent were at an economic disadvantage; in 2011 this figure was 56 percent. Wisconsin Department of Public Instruction 2010 data indicate that 589 MJSD students had limited English proficiency and 513 had some kind of disability.

U. S. Census data from 2010 indicate that City of Menasha residents have a greater percentage of preschoolers, a more diverse population, fewer college degrees, more affordable housing, and lower per capita income than the general populations of both Winnebago and Calumet Counties.

Downtown Menasha is undergoing a revival with a thriving marina, office buildings, apartment buildings, family restaurants, art galleries, and a river walk. Menasha also has a farm market, a wetland preserve, a conservancy, easy access to a beautiful state park, and waterways linking Lake Winnebago, a canal, Little Lake Butte des Morts, and the Fox River. It has access to more fresh water, nature reserves, public parks, and unique geography than most communities in the state.

CONNECTION WITH CHILDREN

The library enjoys a special connection with area children. According to 2011 Wisconsin Public Library Service Data, most libraries' circulation to children totals about a third or less each year, but the Menasha library's circulation to children is nearly half of its annual total. Many of the library's programs for children are designed for improving their reading skills: Happy Birthday Baby Club, Book Sprouts, 1,000 Books Before Kindergarten, December Read-In/Reach High Read, Frequent Reader, regular story times, and, of course, the major Summer Reading Program. This is a very important connection for our community. Families from all over the Fox Valley visit the Menasha library to check out popular materials that are often readily available and attend the library's high-quality programs that inspire children to read.



One of the library's most popular story times is about diggers and trucks, followed up by a chance to sit on Menasha Public Works equipment.

CONNECTION WITH SCHOOLS

The library also has a close connection with local public and private schools. Several library board members have school connections, and library services include several specific to teachers. Children's staff visit classrooms and school assemblies to encourage reading and using the library, and classes visit the library throughout the school year. MJSD provides the library with computers (Blue Jay computers) and technical support that link students with their school accounts and electronic resources outside of their schools.

Below, fourth graders crowd into the library's main meeting room to hear about Wisconsin's black bears.



CONNECTION WITH VETERANS

Over the years the library has established a close association with local veterans. The library's main meeting room, the Company E Room, is named for a division of the National Guard of Wisconsin that fought in World War I. Veterans Day services are held at the library, next to a Veterans Memorial. In January of 2012 the library hosted The Paper Wall, a six-day exhibit commemorating Wisconsin veterans who died in the Vietnam War.



CURRENT SERVICES

Service targets established in Wisconsin Public Library Standards, Fifth Edition, indicate that the library meets very high standards for collection size and staffing levels, and high standards for expenditures on materials. Although it meets somewhat lower standards for the number of computers for public use, the library is above the basic level of standards in all categories.

The library hosted The Paper Wall, a feature at the LZ Lambeau Event that belatedly welcomed home Vietnam Veterans.

CURRENT SERVICES OFFERED BY THE LIBRARY

Art displays
Assistance finding your next book (reader's advisory)
Author programs
Book-a-librarian for one-on-one instruction on technology, library use
Book clubs
Book displays
Book lists, also known as pathfinders, printed and online
Book sales
FAX service
Films
Fireside seating
Free parking
Hobby and craft displays
Home delivery of library materials
Information
Interlibrary loan
Job hunt help
Magazine exchange
Meeting rooms for public use
Music programs
Notary service
Photocopies, finishing (black & white, color)
Outreach to schools
Piano
Postings of community events
Programs on crafts
Programs on self improvement
Programs on social issues
Reading programs for all ages with reading incentives
Reference/research service
Research databases
School outreach
Story times, parties for kids
Study room
Tax forms
Test proctoring
Volunteer/community service opportunities

2012 Library Statistics

Library patrons: 16,024
Library visits: 208,208 (about 4,000/week)
Checkouts: 494,526 physical; 8,603 digital
Website visits: 149,115
Internet Computer uses: 38,529
WiFi connections: 23,883

Access to technology

A to Z Databases (business database)
Ancestry.com (available inside the library)
BadgerLink (46 databases paid for by the state)
Blue Jay computers: 4 (provided by the Menasha Joint School District)
Computer classes (Basics, Word, Excel, Outlook, Overdrive, Pinterest)
Computers for public use with Internet access: 18 PCs, 6 laptops
Computers for public use without Internet or time limits: 2
Digital downloads

Ebook readers to check out
Facebook® page
Flickr® page
Emailed weekly newsletter
Goodreads® page
Laptops to use inside the library
Laptops with Skype®
MorningStar Online
NetLibrary (Wisconsin Public Library Consortium)
Pinterest® page
Post Crescent (1999 to the present, full-text)
Programs with hands-on use of devices
Online catalog
Online library fee payment option
Online renewal
Online scrapbook of children's events
Overdrive (Wisconsin Public Library Consortium)
Twitter® messages
YouTube® site
Webcam
Website
Wireless internet access
Zinio®

Library materials

Audiobooks	Magazines
Award-winning books	Magazines online
Bestsellers	Maps
Board book for toddlers	Microfilm
Chapter books	Music CDs
Classics	Newsletters
Cookbooks	Pamphlets
Core collections	Paperbacks
Digital materials for download	Photographs (historical)
DVDs	Picture books
Ebook readers	Playaways
Fiction	Reference books
Finance materials	Research databases
Genealogy resources	Science fiction
Graphic novels	Telephone books
High School yearbooks	Travel books
International language materials	Travel pamphlets to keep
Nonfiction	Young adult materials
Large print books	Westerns
Local and state history collection	

COMMUNITY PARTNERS

Appleton Area School District
Appleton Public Library
Banta Early Learning Center
Best Buy
Best Friends
Bits & Bytes
Boys' & Girls' Brigade
Building for Kids Children's Museum
Buttes des Morts Elementary School
Capital Credit Union
Casa Hispana
Clovis Grove Elementary School
Coalesce, Inc.
Community Blood Center
Community First Credit Union
Community Foundation of the Fox Valley
COUNTRY Financial®
Digicorporation
East Central Wisconsin Planning Commission
Federal Reserve Bank of Chicago – 7th District
Financial Information & Service Center (FISC)
First Book Fox Valley
Forward Financial
Fox Cities Communities Council
Fox Cities Magazine
Fox Cities Performing Arts Center
Fox Communities Credit Union
Fox Valley Technical College
Friends of the Fox
Gegan Elementary School
Heckrodt Wetland Reserve
High Cliff State Park
Holiday Inn of Appleton
Jefferson Elementary School
JJ Keller Foundation
Kaukauna Public Library
Kimberly-Little Chute Public Library
Lakeview Credit Union
Lawrence University
League of Women Voters of Winnebago Co.
The Learning Shop
Making the Ride Happen
Maplewood Middle School
Mayor of Menasha
Menasha City Clerk's Office
Menasha Community Development
Menasha Health Department
Menasha High School
Menasha Historical Society
Menasha Joint School District
Menasha Parks and Recreation
Menasha Police Department
Menasha Public Works
Menasha Rotary
Menasha Senior Center
Neenah Menasha Fire Rescue
Neenah Public Library
News Talk 1490 - WOSH
Nicolet Elementary School
Oshkosh Public Museum
Prospera Credit Union
Seton Middle School
St. Mary's Elementary School
St. Mary's Central High School
Trinity Lutheran School
Unison Credit Union
United Way Fox Cities
University of Wisconsin-Fox Valley
U.S. Congressman Reid Ribble's Office
UW-Extension Outagamie/Winnebago Co.
Veterans (VFW, American Legion)
Willems Marketing
Winnebago Audobon Society
Winnebago County
Winnebago County Health Department
Winnefox Library System
Winnefox public libraries
WI Dept. of Financial Institutions
WI Public Library Consortium
Women's Fund for the Fox Valley
Workforce Development Department
YMCA
YouthGo
1,000 Islands Environmental Center

The Heckrodt Wetland Reserve sponsored one of the stations along the library's popular Brain Walk to the Trestle Trail and back to the library. Children had to have specific questions answered in order to receive ice cream at the end of the Brain Walk.

COMMON COUNCIL 5-20-13 PAGE23



Elisha D. Smith Public Library

Strategic Plan 2013-2018

VALUES

- **A free public library is essential to the public good.**
- **All library users are entitled to the highest level of service.**
- **All library users have a right to privacy and intellectual freedom.**

MISSION

The Elisha D. Smith Public Library is a dynamic and responsive community center for our diverse population, offering equal access to materials, programming, services, and entertainment to inspire and enrich while supporting learning for all ages.

VISION

The Elisha D. Smith Public Library will enhance the quality of life in our diverse community as we lead with exceptional customer service, a vibrant collection, innovative technology, and responsiveness to the people we serve.

2013-2018 GOALS

1. Provide Popular Materials

The Elisha D. Smith Public Library will anticipate and respond to demand for popular materials in a variety of formats.

- Collection development staff will develop a collection development plan by the end of 2014.
- Reference staff will create a new, individualized service that connects patrons with books, music, and movies by 2014.
- Use of the library's materials will increase by 5% by 2018, including circulation, downloads, and other measurable uses.
- The library will continue to collaborate with other libraries to maximize the quantity and quality of materials available to library patrons.

2. Promote Reading to Young People

The library will offer programs, materials and technology that encourage reading and academic achievement among children and young adults.

- By the end of 2013 Children's Services staff will offer monthly outreach story times or guest reading appearances to child care centers, schools, and collaborative partners.

- Children’s Services staff and the Teen Librarian will begin working with school district and child care center staff in 2013 to promote their use of the children’s nonfiction and common core collections.
- Children’s Services staff will redesign the Frequent Reader program by the end 2014.
- Children’s Services staff and the Teen Librarian will create at least two new programs for fifth- and sixth-graders by 2015.
- Children’s Services staff and the Teen Librarian will annually invite teachers to the library to show them our collection and resources.

3. Promote Lifelong Learning

The library will offer programs that promote technological literacy for all community members.

- Adult Services staff will offer a minimum of two new programs each year related to technology.
- Library Supervisors will create a plan to ensure regular staff development by 2014, with an emphasis on technological literacy, for all library staff.
- Adult Services staff will continue to offer computer-based classes in English and Spanish to groups and during one-on-one instruction.

The library will increase participation in library programs and services by special needs groups.

- Adult Services staff will expand English Language Learning opportunities in the library by 2013.
- The library will install a hearing loop in the library’s main meeting room to aid program participation for those with hearing impairments by 2015.
- Adult Services staff will collaborate with local literacy groups to build and promote a collection of materials of high interest/low reading level books for teens and adults with special needs or learning English as a second language by 2015.
- Children’s Services staff and the Teen Librarian will work with school personnel at the start of each school year to have special needs classrooms visit the library for bibliographic instruction.

The library will market its materials, programs, services, electronic materials and access to technology to all community members.

- Library staff will develop a marketing plan by 2015.
- All library staff will work to increase the number of those who receive and open the library’s weekly emailed newsletter to 1,000 by 2018.

4. Be a Center of Community

The library will maintain a safe, comfortable, and functional library that accommodates patrons, programs, library collections, community groups, and staff.

- Library Supervisors will develop a plan to rearrange shelving to accommodate more fiction and AV materials by 2015.
- Library Supervisors, the library board's Building and Grounds Committee, and the Building Supervisor will develop a building repair and maintenance schedule by mid-2014.

The library will preserve and promote Menasha's heritage.

- Adult Services staff will offer a minimum of one program each year that celebrates and explores the history of Menasha and the Fox River Valley.
- Adult Services staff will digitize an additional 200 items from the library's local history collection for preservation and access by 2016.

The library will offer and promote programs, access to technology and space for patrons to learn, socialize, and discuss issues that affect our community.

- By 2015, the library will make printing available to wireless devices, including smart phones, tablets, and laptop computers.
- Library Supervisors will develop a computer replacement plan by 2017.
- Library staff will market the library's facilities and services to local nonprofit agencies, government agencies, and small and home-based businesses.
- The library will continue to provide a common ground for people from all walks of life to come together to discuss issues, learn, grow, and socialize.

5. Maximize Library Funding

The library will balance the costs and benefits of all library expenditures effectively.

- Library Supervisors will submit an endowment expenditure plan to the Director annually.
- Library staff will apply for a minimum of four grants each year that allow the library to sustain or enhance services.
- Library staff will work with the library board's Fundraising Committee to increase donations to the library's endowment fund.

This plan was developed after analyzing data available from the Department of Public Instruction, the U. S. Census Bureau, the Institute of Museum and Library Services, and the Northeast Wisconsin Regional Planning Commission; after compiling surveys of staff, library users, and users of other city departments; and after listening to a discussion of the community's future challenges and the library's role in meeting those challenges moderated by Winnefox Library System Director/Oshkosh Public Library Director Jeff Gilderson-Duwe and including Employment and Training Specialist Christine Kaup from the Wisconsin Department of Workforce Development, Menasha Health Department Nurse Loretta Kjemhus, Veteran Donald Carpenter, Homeschool Leader Jennifer Gaerthofner, Library Volunteer and retired Social Worker Scott Lefevre, Menasha Senior Center Director Jean Wollerman, and Menasha High School English Department Head Darci DeMeio. Former Goodwill Manager Kate Zuleger and Menasha Mayor Donald Merkes also provided input.



MEMORANDUM

To: Mayor Merkes and Common Council

From: PRD Tungate *BT*

Date: May 16, 2013

RE: Jefferson Park Refuse Containers

When Jefferson Park is completely set up for warm weather use (typically around May 1) you can expect to see the following refuse or recycling containers at the park. We place recycling carts at the ball diamonds because the vast majority of refuse is recyclable.

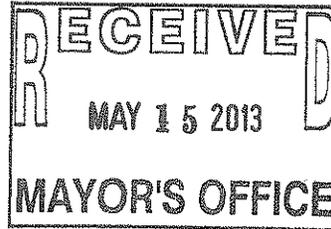
- East Diamond – 2 recycling carts
- West Diamond – 2 recycling carts
- Jefferson Pavilion – 7-8 containers
- Pool – 2-3 containers inside the fence
- Jefferson School area/West Diamond – 1-2 dumpsters
- Jefferson Boat Landing – 1 dumpster

Approximately fifteen years ago, the decision was made to place fewer containers in the park. This practice was confirmed again by the Park Board on May 13, 2013. This step was initially taken to reduce the excessive amount of staff time needed to manually empty many refuse containers. Our experience with fewer containers has been mostly positive. The recent littering incident in the park is seen as more of an anomaly. Prior to May 1, we normally do not have a staff person assigned to the park, nor is any weekend duty assigned. When staff is in the park, they would pick up any occasional litter that is found. We have discussed the recent incident that occurred in late April and plan to make some staff adjustments so that our main parks areas checked immediately after warm weekends that usually occur in April or October.



May 13, 2013

Mayor Don Merkes
City of Menasha
140 Main Street
Menasha, WI 54952



Dear Mayor Merkes,

Enclosed please find a check for \$47,171.30, which is the City of Menasha's final local, state and federal refund for 2012 for fixed route services. Two spreadsheets are attached. One shows your total operating costs for 2012 and the amount reimbursed and the other is an overview of all municipal funding partners' costs and reimbursements. Our audit is complete and the amounts have been verified.

As a result of Valley Transit spending less in 2012 than budgeted, the state and federal support was 60% of Valley Transit's operating costs rather than the 55% projected. Therefore, the City of Menasha is receiving \$9,201.89 more than expected.

The two main reasons that Valley Transit's expenses were less in 2012 were lower use of some paratransit services and lower personnel costs due to retirements of several long-time employees. The new employees who replaced the retirees were at the beginning step of the pay scale and the lowest amount of vacation.

Thank you for being a partner with Valley Transit. Without your financial and staff support, the citizens of the Fox Cities would not have the many transportation services available to them. If you have any questions about the refund, please call Valley Transit's Administrative Services Manager, Deb Ebben at 920-832-2292 or me at 920-832-2291.

Sincerely,

Deborah S. Wetter
General Manager



Debbie Galeazzi

To: AAuxier@nmfire.org
Subject: RE: Demo Engine Purchase from Pierce

From: AAuxier@nmfire.org [mailto:AAuxier@nmfire.org]
Sent: Tuesday, May 14, 2013 1:42 PM
To: GScherck@ci.neenah.wi.us; Don Merkes; MEasker@ci.neenah.wi.us; Jennifer Sassman; TStevenson@ci.neenah.wi.us; JAhles@ci.neenah.wi.us; SRamos@ci.neenah.wi.us; Kevin Benner; Jim Englebert; Mark Langdon; Steve DeLeeuw
Cc: PSturn@ci.neenah.wi.us; Debbie Galeazzi
Subject: Demo Engine Purchase from Pierce

Hello Everyone,

I just wanted to inform everyone that the Demo Engine that Pierce had for sale has been sold. As I mentioned in my memo to the Neenah Menasha Joint Finance and Personnel Committee this engine was being sold on a first come first serve basis. A city in Texas approval the purchase of the engine at their council meeting last night and has issued a purchase order today for the engine.

This was on the agenda for the next Neenah and Menasha Council Meetings, I will be attending the council meetings to explain and answer any questions if there are any.

A big thank you to everyone for helping move this forward. The timing was just not right.

Al Auxier
Fire Chief
Neenah-Menasha Fire Rescue
aauxier@nmfire.org
(920)886-6203, office
(920)209-9509, cell

CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, May 6, 2013
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:10 p.m.

B. PLEDGE OF ALLEGIANCE

Moment of Silence for former Alderman and Winnebago County Supervisor Donald Griesbach who passed away on May 3, 2013.

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Taylor, Sevenich, Langdon, Keehan, Zelinski, Englebert, Benner, Nichols
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil.
Dpty Treasurer Sassman, PHD Nett, PRD Tungate, 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)

Laurie Spiegel, 943 Marquette Street, Menasha. Lack of refuse containers at Jefferson Park.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

1. PRD Tungate – Presentation of funds supporting City's Arbor Day and Urban Tree Planting Program
Mike Dillon from SCA Tissue presented the City with funds for the purchase of street trees.

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

Minutes to receive:

- a. [Administration Committee, 4/16/13](#)
- b. [Board of Public Works, 4/16/13](#)
- c. [Board of Health, 3/15/13](#)
- d. [Committee on Aging, 3/14/13](#)
- e. [Library Board, 4/18/13](#)
- f. [Menasha Police Commission, 4/25/13](#)
- g. [Neenah-Menasha Fire Rescue Joint Finance & Personnel, 4/23/13](#)
- h. [Neenah-Menasha Fire Rescue Joint Fire Commission, 4/24/13](#)
- i. [Neenah-Menasha Sewerage Commission, 3/26/13](#)
- j. [Parks and Recreation Board, 4.8/13](#)
- k. [Personnel Committee, 4/16/13](#)
- l. [Plan Commission, 4/23/13](#)
- m. [Safety Committee, City Hall, 3/7/13](#)
- n. [Safety Committee, Public Works/Parks, 3/26/13](#)
- o. Water & Light Commission, [4/4/13](#), [4/24/13](#)

Communications:

- p. [Jack Fry to Parks and Recreation Board, 4/1/13; Menasha Conservancy](#)
- q. [WI Dept of Natural Resources, Public Notice of Intent to Reissue WI Pollutant Discharge Elimination System Permit to SCA Tissue; April 12, 2013](#)
- r. [WPPI Energy to Mayor Merkes, 4/26/13; Advocacy to Preserve Tax-Exempt Municipal Financing](#)
- s. [League of Wisconsin Municipalities; 2013 Regional Dinner Meeting](#)
- t. [League of Wisconsin Municipalities; 2013 New Municipal Official Workshop](#)
- u. [Menasha Historical Society Newsletter, May 2013](#)

Moved by Ald. Benner, seconded by Ald. Langdon to receive Minutes and Communications A-U.
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, 4/16/13](#)
2. [New Common Council, 4/16/13](#)

Personnel Committee, 4/16/13; Recommends approval of:

3. [To create Administrative Services Director Position](#)

Plan Commission, 4/23/13; Recommends approval of:

4. [Certified Survey Map, Lake Road with the condition that a cross access easement be recorded for the existing driveway accessing the adjoining parcel](#)

Moved by Ald. Benner, seconded by Ald. Keehan to approve Consent Agenda Items 1-4.

Motion carried on roll call 8-0.

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 4/18/13-5/2/13 in the amount of \\$1,582,683.18](#)

Moved by Ald. Nichols, seconded by Ald. Langdon to approve accounts payable and payroll.

General discussion on expenditures.

Motion carried on roll call 8-0.

2. [Class "B" Liquor License Application of Menasha Athletic Association \(MAC\) to sell fermented malt beverages, Koslo Park Concession, May 7, 2013-October 31, 2013, Paul S. Johnson, agent](#)

Moved by Ald. Langdon, seconded by Ald. Benner to approve Class "B" liquor license application of Menasha Athletic Association (MAC) to sell fermented malt beverages, Koslo Park Concession, May 7-October 31, 2013, Paul S. Johnson, agent.

Motion carried on roll call 8-0.

3. [Beverage Operators License Applications for the 2013-2015 licensing year](#)

Moved to Ald. Langdon, seconded by Ald. Benner to approve beverage operator's license for Joyce M. Naps, Robert C. John, Mohamed E. Jaber, Jose L. Mota, Ashley F. Martin, Desiree C. Rupiper, Joshua M. Wolfe, Jerry L. Krueger.

Motion carried on roll call 8-0.

J. ORDINANCES AND RESOLUTION

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)

No one spoke.

O. ADJOURN

Moved by Ald. Benner, seconded by Ald. Langdon to adjourn at 6:28 p.m.

Motion carried on voice vote.

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



MEMORANDUM

May 2, 2013

TO: ADMINISTRATION COMMITTEE
FROM: Pamela A. Captain, CA/HR Director

RE: CITY/EMPLOYEE SHARING of WEA HEALTH INSURANCE PREMIUM CREDIT for 2014

This week was the official kick-off of WEA and Menasha's collaborative effort to heighten our employees and spouses health awareness through a Personal Health Assessment program which includes a free personal health assessment. You may recall that WEA provides this program as part of its services and to the extent that we are able to get a certain percentage of participation of employees, retirees and spouses in the program, it will help to reduce our insurance premiums through a premium credit in 2014. Details of the program can be reviewed on the WEA document attached to this memo.

REQUEST: To recognize employees participating in the WEA Personal Health Assessment program by providing them with a portion of the premium savings that are achieved with their help. If the participation level of 60% is reached, then the 1% savings will be shared with the participating employees. If the participation level of 75% is reached, then the cost savings will be divided with the first 1% to the participating employees and the remaining 1% shared 50/50 between the participating employees and the City. If the participation level of 90% is reached, then the 3% cost savings will be divided with the first 1% to the participating employees and the remaining 2% shared 50/50 between the participating employees and the City.

If this request is approved, how the participating employees will share in the savings will be determined during the insurance renewal process.

**Introducing the City of Menasha
Employee Health and Wellness Program**

Date: 5/1/13

To: Health Insurance eligible employees

From: WELL Menasha!

The City of Menasha understands the value of healthy employees. Literature suggests that there is a relationship between healthy, happy employees and the associated effect on the productivity, absenteeism, turnover and health care costs. We believe that investing in the health of our employees is a win-win opportunity and it is the right thing to do for the health of our employees and the health of our organization.

The creation of a Health and Wellness Program means evolving the culture of our organization. The success and sustainability of the Health and Wellness Program will require the staff to turn their participation into a commitment to personal health and wellness.

With that being said, in an effort to heighten your health awareness, we will be offering a free Personal Health Assessment (PHA) to all City employees and spouses. This CONFIDENTIAL SCREENING conducted by ThedaCare At Work health professionals will provide you with valuable information about your health. You will receive a blood pressure screening, cholesterol measurement (total cholesterol, HDL, LDL, Triglycerides), blood sugar level, and body composition along with personalized recommendations to help you improve or maintain your overall health.

After completion of the PHA, if you have WEA Trust as your primary health insurance, you may be informed you meet the eligibility requirements to voluntarily participate in a life-changing health improvement program in your area. An invitation to participate will be sent confidentially via US Mail to your home from WEA Trust. Those that do not take WEA Trust insurance but all eligible to do so may participate in the screening also.

While participation in your Personal Health Assessment is voluntary, your completion of the PHA and participating in the health improvement program will provide the City with the opportunity to save on the health plan premium. We would like to reach 70% participation in the PHA.

While participation is voluntary, we highly encourage everyone to consider participating in these two great opportunities.

Please review the important information containing details about the upcoming Personal Health Assessments.

Thank you very much for your time and consideration.

Personal Health Assessment Frequently Asked Questions

What is a Personal Health Assessment (PHA)?

The Personal Health Assessment is a tool that highlights how our lifestyle choices directly impact overall health. Two scores are provided:

1. Your **Lifestyle Rating** is based on your self-reported daily habits related to nutrition, physical activity, alcohol consumption, stress and depression, and tobacco use.
2. Your **Biometric Score** is based on tobacco use, Body Mass Index (BMI), blood pressure, cholesterol levels, and blood sugar.

The Personal Health Assessment Report provides personalized feedback, tips to improve your lifestyle habits, and resources for more information.

How are the two scores calculated?

LIFESTYLE HABITS (Self-Reported)	Points Achievable
Tobacco Use <small>* Up to 30 points will be subtracted from your Lifestyle Score for Tobacco Use.</small>	0*
Nutrition	30
Physical Activity	30
Stress & Depression	25
Alcohol Consumption	15
Total Points	100

BIOMETRIC SCORE (Measurements)	Points Achievable
Tobacco Use	30
Body Mass Index (BMI)	25
Blood Pressure	15
Blood Sugar (glucose)	15
LDL (7 points)	15
HDL (5 points)	
Triglycerides (3 points)	15
Total Points	100

Measurements not included in the Biometric Score:

- **Body Fat %:** There are no points assigned to Body Fat %. Body Mass Index (BMI) is the most accurate method for determining the effect of your weight on your health. However, some physically fit people may have a higher BMI due to increased muscle mass. Therefore, if your Body Fat % meets the criteria for "Fitness", then you will automatically receive the maximum points for BMI.
- **Total Cholesterol:** There are no points assigned to Total Cholesterol. Monitoring your Total Cholesterol is important; however, clinical guidelines indicate that LDL is the prime indicator of cardiovascular risk and the main target for cholesterol lowering therapy, followed by HDL, and Triglycerides.

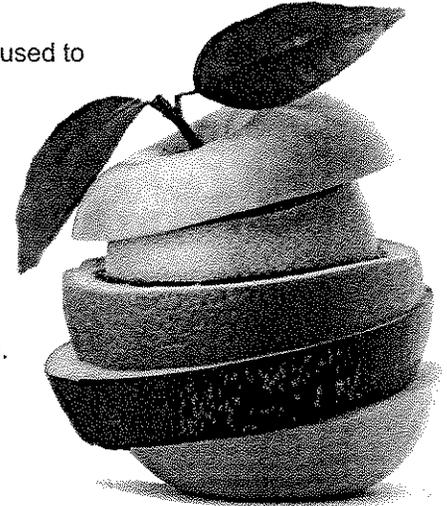
Why should I participate?

Understanding your complete picture of health and wellness is important. Your health is made up of many factors you can and can't control. Some of those factors you can't control include your age, gender, and family history. On the other hand, you can control your lifestyle habits. Making small, practical changes can improve your health tremendously!

Why is my company offering this?

The Personal Health Assessment is part of a larger initiative. The goal is to assist participants with improving their lifestyle habits and overall health. The information gathered through the PHA provides your employer:

- Summary information comparing your company's results against key health indicators found in The Healthy People 2020 Report. Visit www.healthypeople.gov for more information.
- An overall picture of the health risks of the participant population.
- When the PHA is repeated in subsequent years, aggregate data can be used to monitor trends and improvements.
- Feedback on which types of programs participants are interested in learning more about.
- Wellness Program recommendations to help improve the culture of your company.



What should I do with the information I receive?

The information you receive should serve as a starting point to better health. It's time to **Take Charge and Live Well!** It is recommended that you review your report with your healthcare provider. The results can serve as a good reference point for past or future comparisons.

What information is collected?

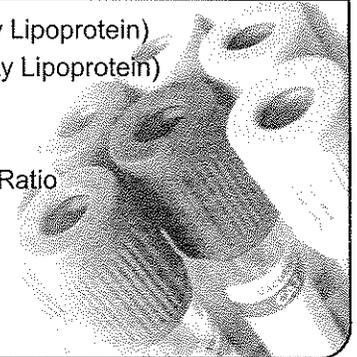
The self-reported questionnaire covers topics related to lifestyle habits, general health and safety, readiness to improve, and program interest.

Measurements taken at the time of the blood draw include:

- Weight (shoes off)
- Height (shoes off)
- Body Fat Percentage
- BMI (Body Mass Index)
- Blood Pressure

Laboratory Analysis:

- LDL (Low Density Lipoprotein)
- HDL (High Density Lipoprotein)
- Triglycerides
- Total Cholesterol
- Cholesterol/HDL Ratio
- Blood Sugar
- Nicotine
- GGT (optional)
- PSA (optional)



Who will see my results?

Your results are confidential. Upon completion of the PHA, you will receive a personalized report to help you better understand how your lifestyle habits affect your overall health.

The PHA is administered by ThedaCare Workplace Solutions. Your lab results may become part of the ThedaCare EPICARE medical record. If you see ThedaCare providers, they would have access to these lab results.

No participant information is provided to your place of employment, human resources, or individual managers unless you consent to release this information if your employer offers a bonus related to your score, nicotine result, or other employer-specific program based on participation or results of the Personal Health Assessment.



STREET USE APPLICATION

Event: Communityfest - Parade of Lights
 Sponsored by: Neevahn & Menasha
 Responsible Person: Brian Tungate
 Address: 140 Main St.
Menasha, WI 54952
 Email Address: btungate@ci.menasha.wi.us

Street Use Date: July 3, 2013
 Start Time: 9:00 p.m.
 End Time: 10:15 p.m.
 Number of Units: 30+
 (Parades)

Phone: _____

Street Route: Starts in Neevahn, north on Washington to Main St. (Menasha)
 Description of Use (attach map) East on main to Milwaukee, north on Milwaukee to First. East on First. Ends near Library

Liability Insurance has been secured in the amount of \$ N/A with the City of Menasha named as the additional insured. This is primary insurance.
 Insurance Company CIUMIC Policy No. _____
 (Attached are samples of the certificate of insurance and endorsement; each naming the City of Menasha as additional insured)

Date: 4-16-13 Applicant's Signature: Brian Tungate

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: _____
 Approved: _____ Denied: _____

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

* Milwaukee Street north of Broad Street is scheduled to be resurfaced in June. If project is delayed, parade may need to turn east at Broad Street.



STREET USE APPLICATION

Event: Otto Grunski Runski
 Sponsored by: City of Menasha
 Responsible Person: Brian Tunge
 Address: 140 main st.
Menasha
 Email Address: btunge@ci.menasha.wi.us
 Street Route: See 4 attached maps
 Description of Use (attach map)

Street Use Date: 8-10-13
 Start Time: 6:00 a.m.
 End Time: 11:00 a.m.
 Number of Units: 400
 (Parades) Humans

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

Date: 4-16-13 Applicant's Signature: [Signature]

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.

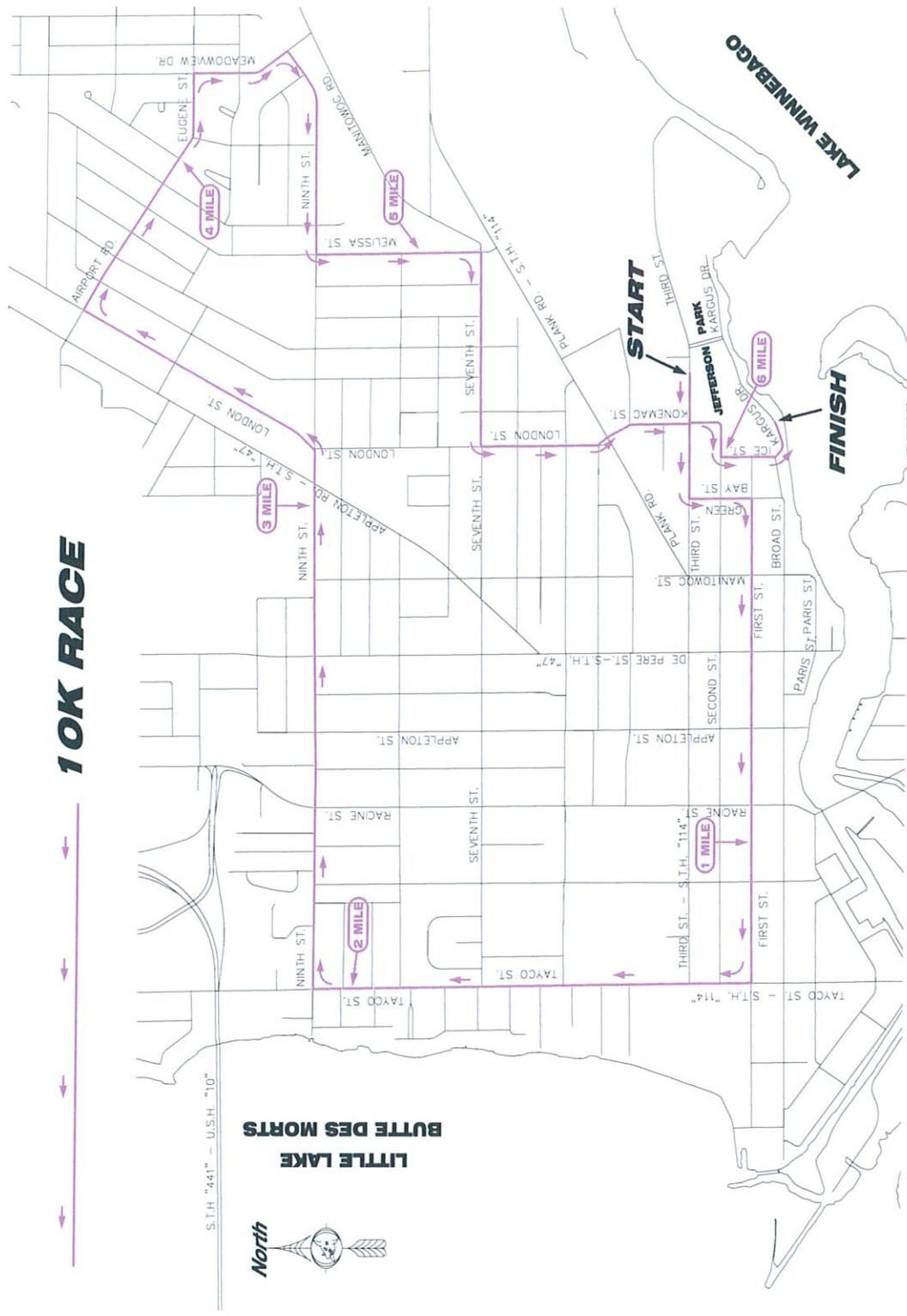
TO BE COMPLETED BY CITY STAFF (Revised February 4, 2013)

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

Scheduled Common Council Review Date: _____
 Approved: _____ Denied: _____

APPROVAL:
 Police Dept. [Signature] Fire Dept. [Signature] Public Works Dept. MR* City Attorney PAC
 *Melissa Street scheduled for resurfacing this summer but should be completed prior to 8-10.

GRUNSKI RUNSKI RACE MAP



10K RACE

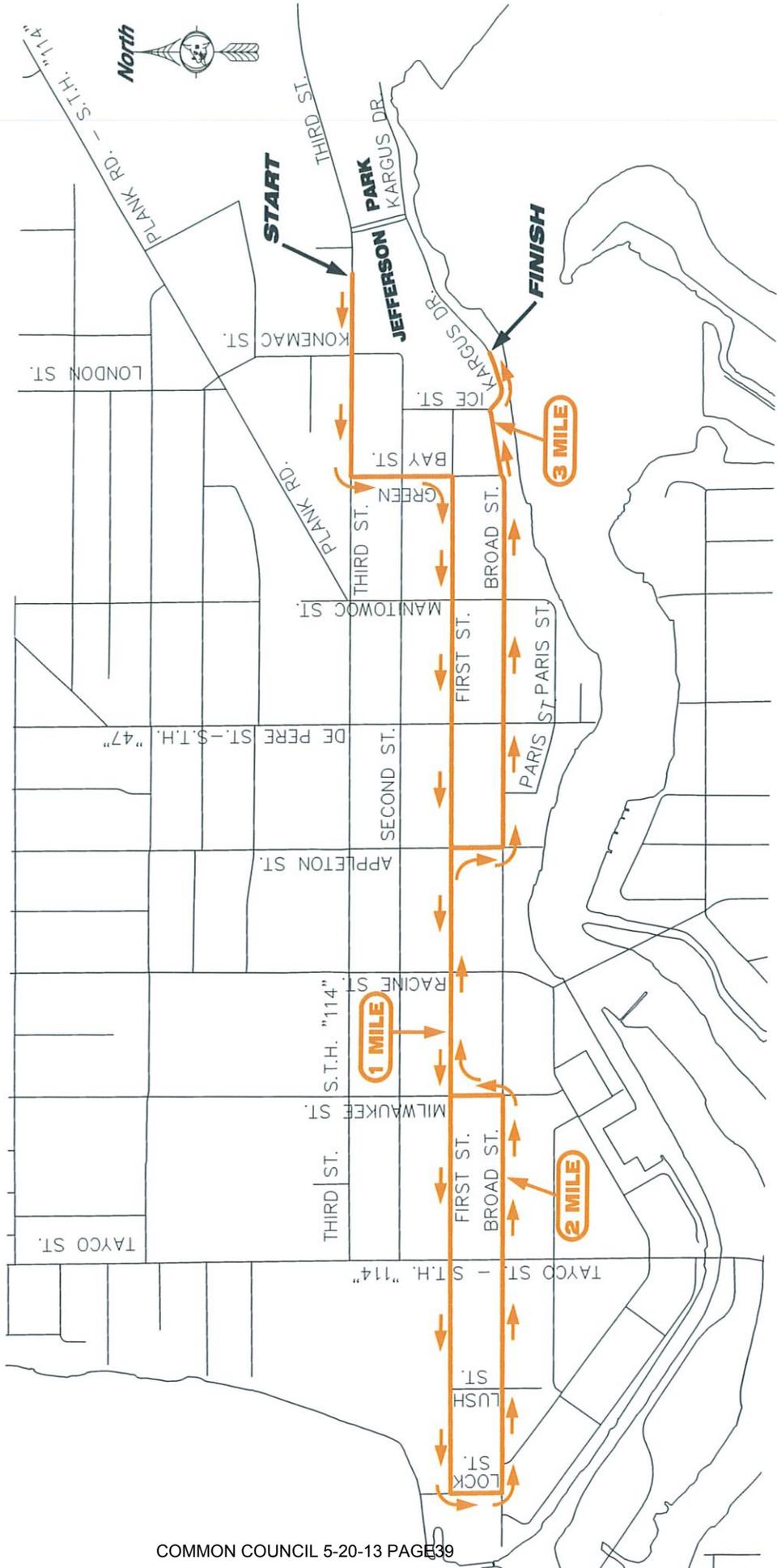


**LITTLE LAKE
BUTTE DES MORTS**

S.T.H. "441" - U.S.H. "10"

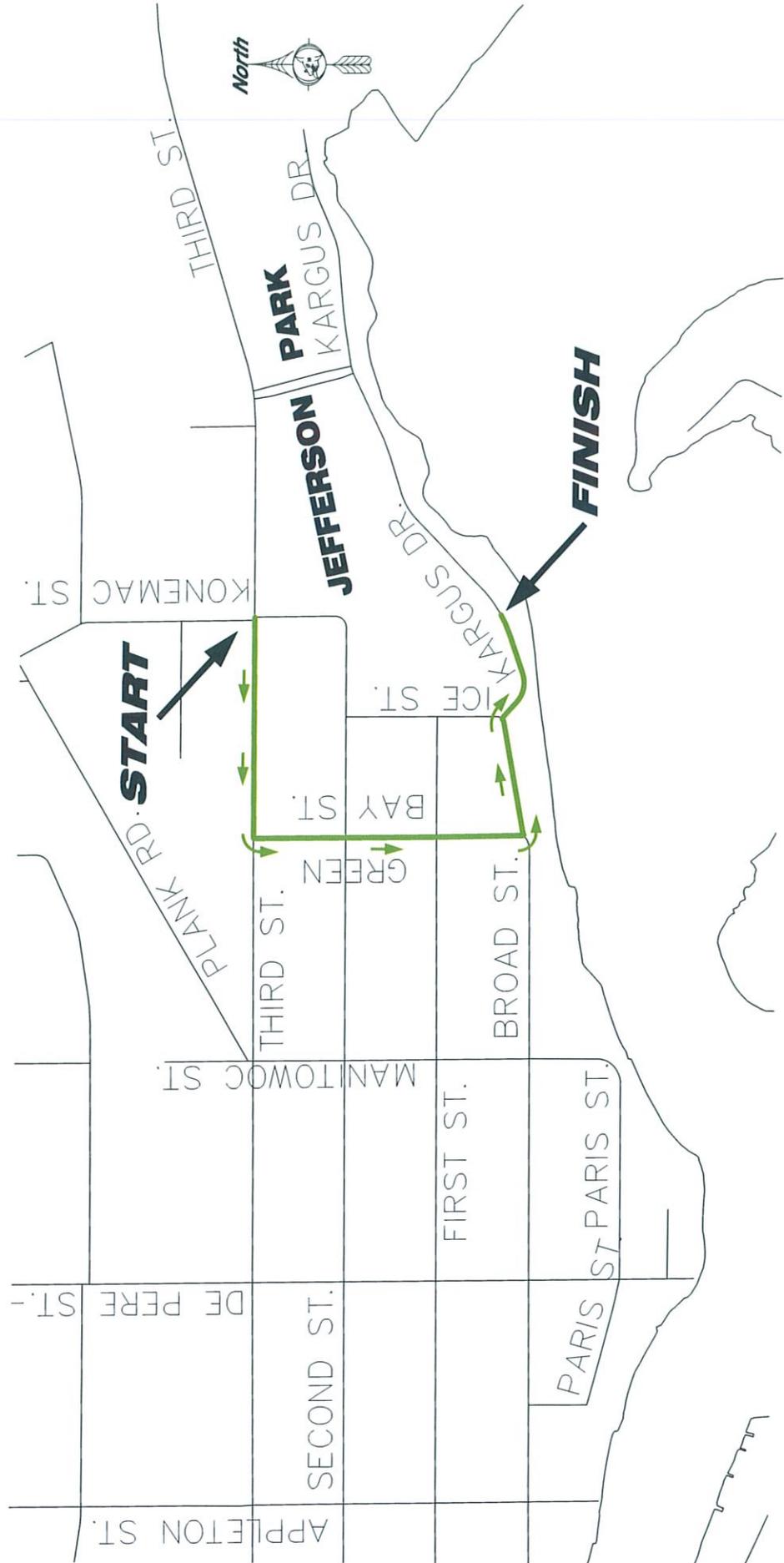
GRUNSKI RUNSKI RACE MAP

5K RACE



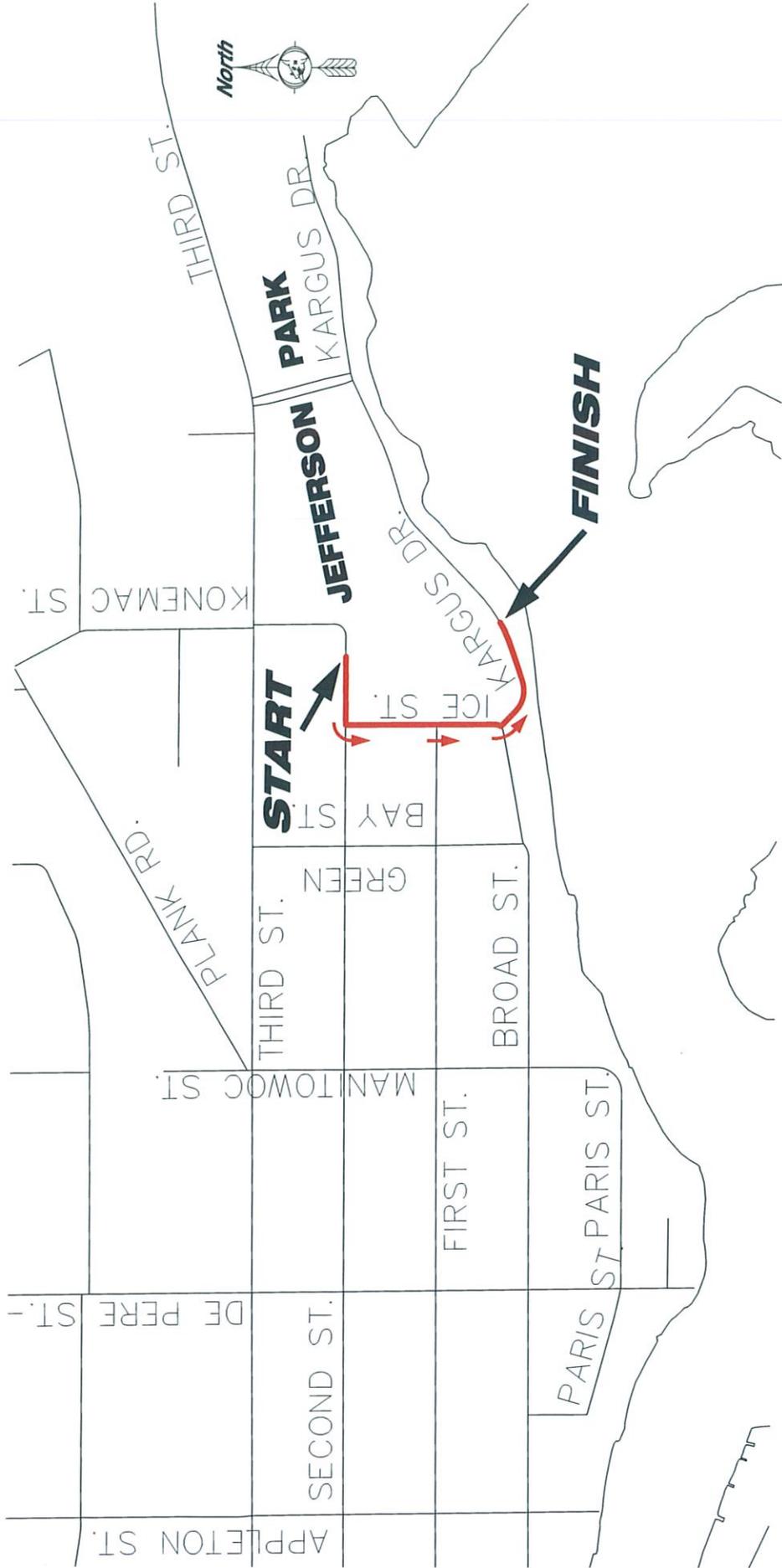
KID'S FUN RUNSKI MAP

1/2 MILE RACE



KID'S FUN RUNSKI MAP

1/4 MILE RACE





MEMORANDUM

TO: Mark Radtke, Director
Public Works

FROM: Melanie Krause, Interim General Manager
Tim Gosz, Water Plant Supervisor

DATE: April 26, 2013

SUBJECT: Change Order Approval

At the Regular Meeting of the Menasha Utilities Commission motions were approved requesting the Board of Public Works recommend to the Common Council authorization of Change Order #2 for Pieper Electric in the amount of \$5,641.00. The change order is requested due to discoveries uncovered during the pump #3 rebuild that were not in the scope of the bid. This project is funded with Safe Drinking water funds and after this change order \$24,481 still remains of contingency funds plus some from the River Crossing project that came in under budget.

Copies of supporting documents are attached.



February 26, 2013

Melanie Krause
Menasha Utilities
321 Milwaukee Street
P.O. Box 340
Menasha, WI 54952-0340

Re: Menasha Utilities
High Lift Pumping Station
Standby Generator & Motor Control Modifications
Change Order #2 | Pieper Electric, Inc.
Contract No. M0002-910283-B
McM. No. M0002-910283.04

Enclosed are five copies of Change Order #2 for the above referenced project. This change is an increase to the Contract in the amount of +\$5,641.00. The new Contract Price is \$618,539.00.

Please review and sign in the space provided. **Return all copies to our office**, and we will distribute accordingly.

Should you have any questions, please contact our office at your convenience.

Very truly yours,

McMAHON

Donald J. Voogt, P.E., BCEE
Associate / Senior Project Engineer

DJV:smdt

Enclosure: Change Order #2

(Contractor)
PIEPER ELECTRIC, INC.
5070 North 35th Street
Milwaukee, WI 53209

Contract No. M0002-910283-B / Base Bid #2
Project File No. M0002-910283.04
Change Order No. Two (2)
Issue Date: February 15, 2013
Project: Menasha Utilities - High Lift Pump Station
Standby Generator & Motor Control Mod.

You Are Directed To Make The Changes Noted Below In The Subject Contract:

	(Item Description)	(Price)
2.1	Replace Old, Corroded & Worn Parts on Pump #3, Which Was Discovered During Pump Rebuild, Per Owner's Request ADD	+ \$5,641.00
	TOTAL	+ \$5,641.00

The Changes Result In The Following Adjustments:

	CONTRACT PRICE	TIME
Prior To This Change Order	<u>\$612,898.00</u>	<u> </u> days
Adjustments Per This Change Order	<u>+ \$5,641.00</u>	<u> </u> days
Current Contract Status	<u>\$618,539.00</u>	<u> </u> days

Recommended:
McMAHON
Neenah, Wisconsin

Accepted:
PIEPER ELECTRIC, INC.
Milwaukee, Wisconsin

Authorized:
MENASHA UTILITIES
City Of Menasha, Wisconsin

By:
Date: 2/15/13

By:
Date: 2-20-13

By: _____
Date: _____

- OWNER Copy
- CONTRACTOR Copy
- ENGINEER Copy (Contract Copy)
- AGENCY COPY
- FILE COPY

Four Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution



CHANGE ORDER SUMMARY

McMahon Engineering	JOB NAME:	Menasha High Lift PS
	CHANGE ORDER NUMBER:	5
	REVISION NUMBER:	
	DATE:	1/29/2013
	JOB NO:	12090
	CONTRACT NO:	M0002-910283-B
	AMOUNT OF C/O:	\$5,641
ATTENTION : Don Voogt		

REGARDING YOUR REQUEST FOR QUOTATION:
 Additional work required per Crane Engineering condition report dated 1/23/13

SUMMARY:	A. LABOR	\$0
	B. MATERIALS	\$0
	C. DJE	\$0
	SBO: NO	
	D. SUBCONTRACTS	\$5,372
	SUBTOTAL	\$5,372
	OVERHEAD & PROFIT 5.00%	\$269
	SUBTOTAL	\$5,641
	BOND	\$0
	INSURANCE	\$0
	GRAND TOTAL	\$5,641
	ADDITIONAL CALENDAR DAYS EXTENDED TO CONTRACT COMPLETION DATE:	0

THIS AMOUNT ONLY COVERS THE DIRECT COSTS IN LABOR, MATERIALS, SUBCONTRACTS AND EQUIPMENT NECESSARY TO EXECUTE THE CHANGED WORK DESCRIBED IN THE PROPOSAL. AT THE PRESENT TIME, WE CANNOT ASSESS OR EVALUATE THE OVERALL IMPACT OF THE CHANGED WORK ON OUR ORIGINAL CONTRACT SCOPE OF WORK. WE THEREBY RESERVE OUR RIGHTS TO CLAIM FOR ANY INDIRECT COSTS WHICH MAY ARISE IN THE FUTURE AS A RESULT OF DELAYS TO THE WORK, OUT OF SEQUENCE WORK, INEFFICIENCIES, EXTENDED CONTRACT COMPLETION, LABOR AND MATERIAL ESCALATION AND/OR ACCELERATION AND EXTENDED WARRANTIES.

This price is valid for 14 days. This form was approved:

JOB	NUMBER	C.O. NO.	DATE	REVISION
Menasha High Lift PS	12090	5	29-Jan-13	

A. LABOR

*SUPER INTENDENT	0 HRS @	\$89.70	TOTAL	\$0.00
** SUPERVISOR	0 HRS @	\$81.34	TOTAL	\$0.00
*** SAFETY	0 HRS @	\$79.29	TOTAL	\$0.00
ELECTRICIAN	0 HRS @	\$75.07	TOTAL	\$0.00
ESTIMATOR	0 HRS @	\$58.62	TOTAL	\$0.00
ENGINEER	0 HRS @	\$50.00	TOTAL	\$0.00
	@		TOTAL	\$0.00
	@		TOTAL	\$0.00
	@		TOTAL	\$0.00
TRAVEL	@		TOTAL	\$0.00
SUBSISTENCE	@		TOTAL	\$0.00
PREMIUM COSTS			TOTAL	\$0.00
			LABOR TOTAL	\$0.00

B. MATERIALS

MATERIAL PER "TAKE-OFF"			TOTAL	\$0
MISCELLANEOUS MATERIAL & WASTE	3.00%		TOTAL	\$0
			<i>SUBTOTAL</i>	<i>\$0</i>
FREIGHT AND HANDLING			TOTAL	\$0
SPECIAL EXPEDITING			TOTAL	\$0
SALES TAX	5.6%		TOTAL	\$0
			MATERIAL TOTAL	\$0

*SUPER INTENDENT - 6% OF TOTAL MAN HOURS
 ** SUPERVISOR - 12 % OF TOTAL MAN HOURS
 *** SAFETY - 3 % OF TOTAL MAN HOURS

TS11A



AUGUST WINTER & SONS, INC. MECHANICAL CONTRACTORS

2323 NORTH ROEMER ROAD * APPLETON, WI 54911
PO BOX 1896 * APPLETON, WI 54912
PHONE: 920-739-8881 * FAX: 920-739-2230

January 25, 2013

Pieper Electric
Justin Curler

1

CHANGE ORDER PRICE AND BREAKDOWN

Project/Job#: 290213 Menasha High Lift Pump Station

Description: Misc. recommended repairs to turbine pump after inspection

Our change order price and breakdown follows:

August Winter

Material.....	\$	-
Labor..... 0 hrs	\$	-
Direct Costs.....	\$	-
Equipment Rental.....	\$	-
Indirect Costs.....	\$	-
Subtotal.....	\$	-
Overhead.....	\$	-
Total.....	\$	-

Subcontracts

Total Subcontractor Costs.....	\$	4,884
Subcontractor Markup.....	\$	488
Total Subcontractor Costs w/overhead.....	\$	5,372
Total AWS/Subcontractor Costs.....	\$	5,372
Profit/Bond.....	\$	-

Change Order Total..... \$ 5,372

Time extension required is 0 days.

This quotation based upon acceptance within 30 days.

Exclusions: 0

Kurt Van Grinsven

August Winter & Sons, Inc.
PH: 920-739-8881 FX: 920-739-2230

VISIT OUR WEB SITE AT WWW.AUGUSTWINTER.COM

Branch Office: 5613 Schofield Avenue * Schofield, WI 54476 * PH: 715/355-7555 * FAX: 715/355-9048
HVAC * PLUMBING * TANK FABRICATION * PROCESS PIPING * IND. SHEETMETAL
SPECIALTY METAL FAB. * ASME PRESSURE VESSELS * ASME CODE WELDING * 24 HR. SERVICE * ENGINEERING
STATE OF WISCONSIN LICENSED MASTER PLUMBERS, LICENSE NUMBER 227170

Justin Carter
Proper Etc

On January 18, 2013 we removed High Lift Pump #3 from service. We later dis-assembled the pump and performed an inspection of the components. The following information is a summary of our findings.

The existing pump is a Goulds 20GLC – 3 stage. Design Conditions were 5,500 gpm @ 160 feet TDH. The unit was driven by a 300 Hp 1,800 rpm, 460V/3ph Vertical Hollow Shaft Motor.

Pictures were taken after the pump was dis-assembled and are shown on the following pages.

Specification Requirements:

- **Replace bowl assembly** - A new Goulds 20RCLC – 1 stage Pump is being provided. Design Condition is 2,800 gpm @ 160 feet TDH
- **Replace motor** – A new 150 Hp, 1,200 rpm, 460V/3ph Vertical Hollow Shaft Motor is being provided.
- **Column Pipe is being Sand Blasted and Coated** – Blast Inside/Outside SP-10. Prime Coat Tnemec Series 1 @ 3 mils DFT. Two (2) Coats Tnemec Series 140 @ 4-5 mils DFT per coat.
- **Replace Motor Shaft** – Provide new 416 SS Motor Shaft to accommodate new motor.
- **Replace Stuffing Box Bearing** – Provide new Bronze stuffing box bearing.
- **Replace Mechanical Seal** – Provide new John Crane 5610 mechanical seal.

Recommended Items not Specified:

- **Replace line shaft** - Existing shafting is Carbon Steel. It is corroded and out of tolerance. Recommend installing new 1 15/16" diameter line shaft made of 416 SS. Additional Cost \$1,588.00 ✓
- **Replace Bronze Bearings in Spiders** – Existing bearings are worn out of tolerance. Provide new Bronze bearing inserts. Additional Cost \$454.00 (\$227.00/each) ✓
- **Replace Lines Shaft couplings** – Existing couplings are Carbon Steel. We recommend new 416 SS couplings. Additional Cost \$349.00 (\$174.50/each) ✓
- **Replace Suction Basket** – Existing basket is corroded and in rough shape. We recommend a new 416 SS Basket. Additional Cost \$1,582.00 ✓
- **Replace Nuts and Bolts** – Existing bolts were Carbon Steel. They were extremely corroded and are not re-usable. We recommend new 316 SS Nuts and Bolts. Additional Cost \$911.00 ✓

#11884



City of Menasha Disbursements

Accounts Payable	5/9/13-5/16/13 Checks # 37165-37322	\$ 215,142.42
Payroll	5/16/13	<u>\$ 166,552.89</u>
	Total	<u><u>\$ 381,695.31</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: 5/9/2013

Date: 5/10/2013

<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>
AACE	37165	5/9/2013		100-0801-521.32-01	50.00	Membership
			Total for check: 37165		50.00	
ACC PLANNED SERVICE INC	37166	5/9/2013	10541	100-0801-521.24-03	327.95	Changed Belts/Filters/Etc
				100-0501-522.24-03	218.64	Changed Belts/Filters/Etc
		5/9/2013	10542	100-1001-514.24-03	84.44	Change Belts/Filters/ Etc
			Total for check: 37166		631.03	
ACCURATE	37167	5/9/2013	1304525	731-1022-541.30-18	90.00	Wheel Creeper
		5/9/2013	1304677	731-1022-541.30-18	11.82	Butane
		5/9/2013	1305188	731-1022-541.30-18	140.87	Washers
		5/9/2013	1305471	731-1022-541.30-18	30.00	Nylon Ties
		5/9/2013	1305513	731-1022-541.38-03	399.84	Brake Roter/Pads/Tie Rod
		5/9/2013	1305527	731-1022-541.30-18	84.75	Presto Pin/Sheet Metal
			Total for check: 37167		757.28	
ACOUSTIC SPECIALTIES INC	37168	5/9/2013	3939	472-0501-522.82-01	700.00	Ceiling Work/NMFR
			Total for check: 37168		700.00	
AIRGAS USA LLC	37169	5/9/2013	9014799969	731-1022-541.30-18	171.22	Oxygen Cyl
			Total for check: 37169		171.22	
APPLETON HYDRAULIC COMPONENTS	37170	5/9/2013	25001	731-1022-541.38-03	9.00	
			Total for check: 37170		9.00	
ASSESSMENT TECHNOLOGIES LLC	37171	5/9/2013	4296	743-0403-513.21-04	60.00	Programmer Support
			Total for check: 37171		60.00	

AP Check Register

Check Date: 5/9/2013

<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>
BAHCALL RUBBER CO INC	37172	5/9/2013	612037-001	731-1022-541.38-03	354.06	Crimp Fitting/Monoblok
			Total for check: 37172		354.06	
BECK ELECTRIC INC	37173	5/9/2013	MY0303-COM-ED8	100-1008-541.20-04	227.50	Replace LED Traffic Light
		5/9/2013	MY0303-COM-ED9	100-1008-541.20-04	292.50	Manitowoc & Oneida Lights Troubleshoot & Repair
			Total for check: 37173		520.00	
BERGSTROM	37174	5/9/2013	126731	100-0801-521.29-05	149.10	Keys
			Total for check: 37174		149.10	
BMO HARRIS BANK NA	37175	5/9/2013	4033900	100-0202-512.21-06	260.00	Monthly Fees
			Total for check: 37175		260.00	
LARRY BONNEVILLE	37176	5/9/2013		100-0801-521.19-03	52.91	Uniform Allowance
			Total for check: 37176		52.91	
BRAZEE ACE HARDWARE	37177	5/9/2013	21740	100-1001-514.24-03	23.40	Rope
			Total for check: 37177		23.40	
BRUCE MUNICIPAL EQUIPMENT INC	37178	5/9/2013	5131326	731-1022-541.38-03	64.05	Dirt Shoe Runner
		5/9/2013	5131388	731-1022-541.38-03	128.77	Hyd Filter Cartridge
			Total for check: 37178		192.82	
BUBRICK'S	37179	5/9/2013	731188	100-0801-521.30-10	183.76	Supplies
			Total for check: 37179		183.76	
PAMELA A CAPTAIN	37180	5/9/2013		100-0202-512.34-03	102.50	April Expenses
				100-0202-512.34-04	60.00	April Expenses
				100-0201-512.33-01	4.00	April Expenses

AP Check Register

Check Date: 5/9/2013

<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>
PAMELA A CAPTAIN...	37180...	5/9/2013...	...	100-0201-512.34-01	128.75	April Expenses
				100-0202-512.33-04	2.00	April Expenses
			Total for check: 37180			
CAREW CONCRETE & SUPPLY CO INC	37181	5/9/2013	929398	100-0703-553.30-18	120.00	Block Concrete
			929655	625-1010-541.30-18	210.00	Concrete - Keyes St
			929805	601-1020-543.30-18	198.00	Slurry/Hot Water S End of Lake St
			Total for check: 37181			
CASPERS TRUCK EQUIPMENT INC	37182	5/9/2013	66733	731-1022-541.38-03	135.88	Holder Shovel, SST
Total for check: 37182				135.88		
COMMUNITY HOUSING COORDINATOR	37183	5/9/2013	174	100-0304-562.21-06	1,800.00	March Services
Total for check: 37183				1,800.00		
TOM CONN	37184	5/9/2013		733-0206-512.73-01	281.50	Claim Against City
Total for check: 37184				281.50		
VALERIE DAVIS	37185	5/9/2013		100-0903-531.33-01	45.75	April Mileage
Total for check: 37185				45.75		
FERGUSON WATERWORKS #1476	37186	5/9/2013	0127853	731-1022-541.30-18	61.95	PVC Coup
Total for check: 37186				61.95		
FIRST SUPPLY LLC - APPLETON	37187	5/9/2013	9794641-00	100-0704-552.24-04	40.00	
			9826654-00	100-0703-553.30-18	75.30	
			Total for check: 37187			

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FOX VALLEY HUMANE ASSOCIATION	37188	5/9/2013		100-0806-532.25-01	1,078.24	March Transport Fees
			Total for check: 37188		1,078.24	
GALLS LLC	37189	5/9/2013	000546753	100-0801-521.29-05	37.81	Mounting Kit
		5/9/2013	000546754	100-0801-521.29-05	639.85	Speakers/Lights
			Total for check: 37189		677.66	
GUSTMAN CHEVROLET SALES INC	37190	5/9/2013	27349	731-1022-541.38-03	66.33	Pipes and Hose
			Total for check: 37190		66.33	
HASTINGS AIR-ENERGY CONTROL INC	37191	5/9/2013	146593	472-0501-522.82-01	6,726.76	Sliding Track System/NMFR
			Total for check: 37191		6,726.76	
DAVID N JAGLA	37192	5/9/2013		100-0801-521.21-06	325.00	Background Check
			Total for check: 37192		325.00	
EDMUND J JELINSKI	37193	5/9/2013	210	100-0201-512.21-01	562.50	Professional Services
			Total for check: 37193		562.50	
JX ENTERPRISES INC	37194	5/9/2013	G-231010002	731-1022-541.38-03	33.84	Alarm
			Total for check: 37194		33.84	
KUNDINGER FLUID POWER INC	37195	5/9/2013	50232578	731-1022-541.38-03	11.79	Hose Clamp
			Total for check: 37195		11.79	
LAUX, PATRICK	37196	5/9/2013	LAUX	100-0000-441.08-00	131.46	Snow Removal Refund
			Total for check: 37196		131.46	

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LEE RECREATION LLC	37197	5/9/2013	9334-13	100-0703-553.30-18	167.00	Springs/Hardware
			Total for check: 37197		167.00	
LINCOLN CONTRACTORS SUPPLY INC	37198	5/9/2013	164707	100-0703-553.30-18	55.90	Blade
			Total for check: 37198		55.90	
MANAWA TELEPHONE CO	37199	5/9/2013		743-0403-513.22-01	39.95	Cabin Internet
			Total for check: 37199		39.95	
MATTHEWS TIRE & SERVICE CENTER	37200	5/9/2013	104231	731-1022-541.38-02	106.92	Tire
		5/9/2013	46955	731-1022-541.38-02	427.68	Tires
			Total for check: 37200		534.60	
MENARDS-APPLETON EAST	37201	5/9/2013	18820	100-1001-514.24-03	5.97	City Hall Drop Box Fix
			Total for check: 37201		5.97	
MENASHA JOINT SCHOOL DISTRICT	37202	5/9/2013	APR MOBILE HOME	100-0000-412.00-00	6,010.80	April Mobile Home
			Total for check: 37202		6,010.80	
MENASHA NEENAH MUNICIPAL COURT	37203	5/9/2013		100-0000-201.03-00	328.00	Bond/MEPD 13-89
			Total for check: 37203		328.00	
ELISHA D SMITH PUBLIC LIBRARY	37204	5/9/2013		100-0601-551.30-16	95.11	Petty Cash
				100-0601-551.30-11	4.70	Petty Cash
				100-0601-551.34-03	16.14	Petty Cash
			Total for check: 37204		115.95	
MENASHA TREASURER	37205	5/9/2013	PWF	731-1022-541.30-18	2.10	PWF Expenses
				266-1028-543.30-11	0.45	PWF Expenses

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MENASHA TREASURER...	37205...	5/9/2013...	PWF...	266-1028-543.30-11	46.00	PWF Expenses
				100-0706-561.30-18	9.98	PWF Expenses
				Total for check: 37205		
MENASHA UTILITIES	37206	5/9/2013		100-1008-541.22-03	205.54	Electric
				100-0703-553.22-03	484.64	Electric
				100-0703-553.22-05	157.20	Water/Sewer
				100-0703-553.22-06	132.51	Storm
				100-0000-123.00-00	8.23	Electric
				100-0305-562.22-06	7.50	Storm
				601-1020-543.22-03	134.42	Electric
Total for check: 37206				1,130.04		
MINE SAFETY APPLIANCES	37207	5/9/2013	130098	601-1020-543.30-18	350.00	Replace Sensor
				Total for check: 37207		
MONOPRICE INC	37208	5/9/2013	8092985	743-0403-513.30-15	17.03	Card Reader
Total for check: 37208				17.03		
N&M AUTO SUPPLY	37209	5/9/2013	439611	731-1022-541.38-03	23.52	Air Filter
			439842	731-1022-541.38-03	47.52	Spark Plugs
				731-1022-541.30-18	8.50	Syringe
			440004	731-1022-541.38-03	82.78	Brake Pads & Rotor
			440006	731-1022-541.30-18	27.49	Brk Hub Clen Disc Kit
			440042	731-1022-541.38-03	62.72	Rear Brake Drum
			440192	731-1022-541.38-03	25.81	Hydraulic Filter
			440206	731-1022-541.38-03	12.41	Fuel Filter
			440279	731-1022-541.38-03	84.22	ABS Sensor w/ Harness
Total for check: 37209				374.97		

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NACCHO	37210	5/9/2013		100-0903-531.32-01	62.00	Membership Dues
			Total for check: 37210		62.00	
CITY OF NEENAH	37211	5/9/2013	34122	100-0501-522.30-15	4,037.85	Thermal Imaging Camera
			Total for check: 37211		4,037.85	
NETWORK HEALTH SYSTEM INC	37212	5/9/2013	301091	100-0202-512.21-05	460.00	May-June EAP Services
			Total for check: 37212		460.00	
OUTAGAMIE COUNTY	37213	5/9/2013	96607	100-0805-521.25-01	990.00	Lodging - Jan - March
			Total for check: 37213		990.00	
PACKER CITY INTERNATIONAL	37214	5/9/2013	3-231060051	731-1022-541.38-03	102.91	Air Filters/Hydraulic
			Total for check: 37214		102.91	
PIRANHA PAPER SHREDDING	37215	5/9/2013	9876041213	100-1001-514.20-01	90.72	Shred Records
				100-0801-521.20-01	272.16	Shred Records
			Total for check: 37215		362.88	
POSTAL ANNEX	37216	5/9/2013		100-0801-521.30-11	9.59	Postage
				100-0801-521.30-11	10.54	Postage
				601-1020-543.30-11	29.04	Postage
				100-0801-521.30-11	13.08	Postage
				731-1022-541.30-11	39.22	Postage
				100-0801-521.30-11	9.50	Postage
				100-1008-541.30-11	12.49	Postage
			Total for check: 37216		123.46	
PSS WORLD MEDICAL INC	37217	5/9/2013	85949403	100-0905-531.30-18	22.58	Cape & Syringes

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PSS WORLD MEDICAL INC...	37217...	5/9/2013...	85949403...	100-0903-531.30-18	10.44	Syringes
			Total for check: 37217		33.02	
ROCKET TOWING	37218	5/9/2013		100-0801-521.29-05	190.00	
			Total for check: 37218		190.00	
STAPLES ADVANTAGE	37219	5/9/2013	8025285225	731-1022-541.30-10	38.80	Supplies
				100-0703-553.30-10	20.46	Supplies
			Total for check: 37219		59.26	
STEPP EQUIPMENT COMPANY	37220	5/9/2013	767864	731-1022-541.38-03	96.35	Rubber Pad
			Total for check: 37220		96.35	
TAPCO	37221	5/9/2013	1420214	100-1008-541.30-18	215.29	Red LED Traffic Lights
			Total for check: 37221		215.29	
TESCH CHEMICAL CO INC	37222	5/9/2013	TC117890	100-0704-552.24-03	32.24	Cleaner
			Total for check: 37222		32.24	
UNIFIRST CORPORATION	37223	5/9/2013	097 0136516	731-1022-541.20-01	112.65	Mat/Mop/Clothing Service
			Total for check: 37223		112.65	
UR WASHINSTUFF INC	37224	5/9/2013	10058	100-0801-521.29-05	171.30	March Car Washes
			Total for check: 37224		171.30	
US CELLULAR	37225	5/9/2013	200267787-110	100-0201-512.22-01	44.75	Captain
				100-0202-512.22-01	14.75	Brunn
				100-1019-552.22-01	4.46	Bridges
				743-0403-513.22-01	104.59	IT

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US CELLULAR...	37225...	5/9/2013...	200267787-110...	601-1020-543.22-01	2.18	Confinded Space
				100-1001-514.22-01	50.74	Alix
				100-0801-521.22-01	305.89	PD
				100-0803-521.22-01	9.63	CSO
				100-0919-531.22-01	6.69	Health
				100-0904-531.22-01	38.58	Drew
				100-1002-541.22-01	32.58	Eng
				100-0702-552.22-01	58.15	Tungate
				100-0703-553.22-01	85.75	Parks
				100-0304-562.22-01	64.50	Comm Dev
				731-1022-541.22-01	66.92	PWF
				100-1008-541.22-01	4.29	Bursack
				601-1020-543.22-01	2.18	Sewer Truck
				Total for check: 37225		
US VENTURE	37226	5/9/2013	L46730	731-1022-541.21-06	12.00	Spectro Water AF Fuel
				Total for check: 37226		
UW-FOX VALLEY	37227	5/9/2013	13-22108	100-0405-513.21-08	675.00	Videotaping Council Mtgs
				Total for check: 37227		
VALLEY DIESEL INJECTION INC	37228	5/9/2013	411013	731-1022-541.29-04	819.94	Injection Pump
				Total for check: 37228		
VALLEY TITLE SERVICES	37229	5/9/2013		209-0703-553.21-08	100.00	Doc Prep/CSM 3378
				Total for check: 37229		
VARITECH INDUSTRIES INC	37230	5/9/2013	126464	731-1022-541.38-03	960.03	Hyd Open Loop Power Unit
				Total for check: 37230		

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WE ENERGIES	37231	5/9/2013		100-0703-553.22-03	38.80	Menasha Conservancy
			Total for check: 37231		38.80	
WE ENERGIES	37232	5/9/2013		267-0102-581.22-04	552.32	198 River St
			Total for check: 37232		552.32	
WIL-KIL PEST CONTROL	37233	5/9/2013	2226599	731-1022-541.20-07	66.50	Commercial Contract
			Total for check: 37233		66.50	
WINNEBAGO COUNTY CLERK OF COURTS	37234	5/9/2013		100-0000-201.03-00	535.00	Bond/MEPD 13-1341
			Total for check: 37234		535.00	
WINNEBAGO COUNTY TREASURER	37235	5/9/2013	LF119576	266-1027-543.25-01	547.35	April Recycling
			Total for check: 37235		547.35	
WISCONSIN DEPT OF JUSTICE-TIME	37236	5/9/2013	T15141	100-0801-521.21-06	454.50	TIME System Access
			Total for check: 37236		454.50	
WISCONSIN HISTORICAL FOUNDATION	37237	5/9/2013		100-0304-562.32-01	65.00	Membership 030063
			Total for check: 37237		65.00	
					38,954.81	

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ACC PLANNED SERVICE INC	37238	5/16/2013	10543	100-0920-531.24-03	418.37	Senior Center Furnace
			Total for check: 37238		418.37	
ACCURATE	37239	5/16/2013	1305321	731-1022-541.30-18	35.48	Extractor Tools
		5/16/2013	1305622	731-1022-541.29-04	93.21	Vehicle Alignment
		5/16/2013	1305652	731-1022-541.30-18	156.16	CableTies/Brakleen/Drill
			Total for check: 37239		284.85	
ALL-LIFT SYSTEMS INC	37240	5/16/2013	0310769-IN	731-1022-541.34-02	281.25	Rigging Training
				100-0703-553.34-02	93.75	Rigging Training
			Total for check: 37240		375.00	
ALL-SPORT TROPHY	37241	5/16/2013	46964	100-0408-552.30-16	110.00	Outgoing Aldermen Plaques
			Total for check: 37241		110.00	
APARSI SOLUTIONS LLC	37242	5/16/2013	APA 3969	100-0801-521.21-06	105.00	Spanish Translation
			Total for check: 37242		105.00	
BAHCALL RUBBER CO INC	37243	5/16/2013	612037-002	731-1022-541.38-03	29.04	Roll Forms
		5/16/2013	612844-001	731-1022-541.38-03	2,304.70	Hoses/Elbows/Fittings
		5/16/2013	612844-002	731-1022-541.38-03	168.64	Hoses/Plated Steel
		5/16/2013	612844-003	731-1022-541.38-03	96.80	Roll Forms
			Total for check: 37243		2,599.18	
BECK ELECTRIC INC	37244	5/16/2013	MY0213-COM-CG1	731-1022-541.24-03	109.15	Install Fixture on Table
		5/16/2013	MY0213-COM-HD	100-0903-531.24-03	145.94	Hearing Test Van/Health
		5/16/2013	MY0313-COM-CG	731-1022-541.24-03	130.00	Pressure Washer Repair Photo Eye/W Garage Door
			Total for check: 37244		385.09	

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BOBCAT PLUS	37245	5/16/2013	PO 5864	741-0000-193.00-00	48,767.00	Bobcat
			Total for check: 37245		48,767.00	
BOMSKI CONSTRUCTION &	37246	5/16/2013		263-0306-562.70-01	4,073.00	CDBG Program
			Total for check: 37246		4,073.00	
BRAZEE ACE HARDWARE	37247	5/16/2013	021816	207-0707-552.30-18	44.98	Key Set Cartridge
			Total for check: 37247		44.98	
BRUCE MUNICIPAL EQUIPMENT INC	37248	5/16/2013	5131465	731-1022-541.38-03	232.90	Belt
			Total for check: 37248		232.90	
BUBRICK'S	37249	5/16/2013	735413	100-0801-521.30-10	104.72	Paper/File jackets
			Total for check: 37249		104.72	
UNEMPLOYMENT INSURANCE	37250	5/16/2013	000004913608	100-0703-553.15-09	149.84	April Benefit Charges
				100-1019-552.15-09	76.00	April Benefit Charges
			Total for check: 37250		225.84	
FASTSIGNS OF APPLETON	37251	5/16/2013	A 70483	100-0703-553.24-03	787.50	Trestle Trail Sign Repair
			Total for check: 37251		787.50	
FERGUSON ENTERPRISES #448	37252	5/16/2013	0862440	100-0801-521.24-03	108.23	Tees
				100-0501-522.24-03	72.16	Tees
			Total for check: 37252		180.39	
FERGUSON WATERWORKS #1476	37253	5/16/2013	0128061	601-1020-543.30-18	128.17	PVC Swr Plug/PVC Coup
			Total for check: 37253		128.17	

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FERRELLGAS	37254	5/16/2013	1076164653	266-1027-543.21-06	103.53	Cyl Inventory
			Total for check: 37254		103.53	
FIRST SUPPLY LLC - APPLETON	37255	5/16/2013	9837219-00	100-0703-553.30-18	58.88	Clear Cement/PVC
		5/16/2013	9839910-00	100-0703-553.30-18	112.09	Cast Union
		5/16/2013	9842110-00	100-0703-553.30-18	2.98	Tube
			Total for check: 37255		173.95	
FONDY AUTO ELECTRIC	37256	5/16/2013	A09578	731-1022-541.38-03	192.58	Starter
			Total for check: 37256		192.58	
FRANK'S RADIO	37257	5/16/2013	94755	100-0801-521.30-18	150.00	Tech Service
			Total for check: 37257		150.00	
GALLS LLC	37258	5/16/2013	000562375	100-0801-521.29-05	854.06	Siren
		5/16/2013	000569565	100-0801-521.29-05	1,005.28	Key Lock/Interceptor
			Total for check: 37258		1,859.34	
GANNETT WISCONSIN MEDIA	37259	5/16/2013	0007153047	100-0703-553.29-03	113.08	Publications
				100-0203-512.29-02	469.50	Publications
				100-0405-513.29-02	225.16	Publications
			Total for check: 37259		807.74	
GAT SUPPLY INC	37260	5/16/2013	00016083	100-1003-541.30-18	22.50	Spray Paint
				100-1004-541.30-18	22.50	Spray Paint
			Total for check: 37260		45.00	

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GUNDERSON INC	37261	5/16/2013	88595	100-0801-521.30-13	33.48	Towels/Mats
			Total for check: 37261		33.48	
GUSTMAN CHEVROLET SALES INC	37262	5/16/2013	27447	731-1022-541.38-03	34.00	Sensor Pkg
			Total for check: 37262		34.00	
HOHLER TRUST, JOHN	37263	5/16/2013	HOHLER, JOHN	100-0000-201.03-00	500.00	Escrow Return 756 Manitowoc St
			Total for check: 37263		500.00	
HOME DEPOT CREDIT SERVICES	37264	5/16/2013	3031052	100-0703-553.24-03	92.95	Totes/Pipes/Clip/Tee
		5/16/2013	4035988	100-1001-514.24-03	12.95	Museum
		5/16/2013	8031746	100-0601-551.24-03	21.62	Lib Roof
		5/16/2013	93468	100-0601-551.30-15	29.97	Lib Sander
			Total for check: 37264		157.49	
INDEPENDENT INSPECTIONS LTD	37265	5/16/2013	307000	100-0301-523.21-06	6,459.61	April Permits
			Total for check: 37265		6,459.61	
JX ENTERPRISES INC	37266	5/16/2013	G23113006	731-1022-541.38-03	63.76	Kit
			Total for check: 37266		63.76	
KITZ & PFEIL INC	37269	5/16/2013	032114-0016	100-0703-553.30-18	6.72	Bits
		5/16/2013	032514-0081	100-0903-531.30-13	12.99	Battery
		5/16/2013	032603-0007	100-0703-553.24-02	6.73	Filler Cap
		5/16/2013	032709-0007	601-1020-543.30-18	7.19	Brick Trowel
		5/16/2013	032714-0049	731-1022-541.30-18	100.58	Antifreeze Pump
		5/16/2013	032714-0051	100-0703-553.30-18	3.93	Coupling/Adapter
		5/16/2013	032803-0003	731-1022-541.38-03	39.90	Ignition Module
		5/16/2013	032909-0028	100-0703-553.24-03	65.10	Cord/Filter Bag
		5/16/2013	032914-0108	100-1008-541.30-18	11.75	Cover/Frame/Brush
		5/16/2013	040214-0013	100-0703-553.24-03	17.19	Hardware Misc/Coupler/Rod

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KITZ & PFEIL INC...	37269...	5/16/2013	040214-0017	100-0703-553.24-03	20.69	Deck Screw
		5/16/2013	040214-0113	100-0703-553.30-18	16.19	Screw
		5/16/2013	040314-0011	100-0703-553.30-18	27.66	Nozzle/Washer Hardware Misc
		5/16/2013	040314-0040	100-1002-541.30-18	11.69	Pry Bar
		5/16/2013	040414-0013	100-0703-553.30-18	6.11	Washer
		5/16/2013	040414-0026	731-1022-541.38-03	6.83	Elbow
		5/16/2013	040414-0037	100-0703-553.30-18	36.84	Bits/Tip/Rot File
		5/16/2013	040514-0001	100-1006-541.30-18	5.39	Coupling
		5/16/2013	040514-0002	100-0703-553.24-03	37.45	Key/Letter Stamp
		5/16/2013	040814-0013	100-0703-553.30-18	32.83	Cord/Drill Bit/Brad Nail
		5/16/2013	040814-0062	100-0703-553.24-03	(9.89)	Return
		5/16/2013	040814-0095	100-0703-553.30-18	6.74	Brad Nail
		5/16/2013	040909-0011	100-0703-553.30-18	13.98	Hose Kit
		5/16/2013	040914-0017	100-0903-531.30-13	5.09	Hardware Misc Battery
		5/16/2013	040914-0022	625-1010-541.30-18	7.45	Pulley/Gauge
		5/16/2013	040914-0071	100-1008-541.30-18	3.86	Tape
		5/16/2013	041009-0031	100-1008-541.24-03	15.88	Hardware Misc Socket
		5/16/2013	041114-0093	100-0703-553.24-03	16.44	Caulk Gun/Cement Patch
		5/16/2013	041114-0121	100-0801-521.24-03	4.53	Hardware Misc Clamp
				100-0501-522.24-03	3.02	Hardware Misc Clamp
		5/16/2013	041214-0085	100-1001-514.30-18	4.94	Tape
		5/16/2013	041214-0115	100-1008-541.30-18	19.50	Hardware Misc/Tape Blade
		5/16/2013	041509-0009	100-0703-553.24-03	30.77	Wire Connector/Adapter Coupling/Conduit
		5/16/2013	041514-0031	100-0703-553.30-18	11.47	Caulk/Sealant
		5/16/2013	041514-0067	100-0903-531.30-13	12.99	Battery
		5/16/2013	041514-0072	100-0703-553.30-18	5.84	Cement
		5/16/2013	041614-0074	100-0903-531.30-13	5.92	Bathroom Shelf/Patch
		5/16/2013	041714-0045	100-0703-553.30-18	29.99	Hardware Misc
		5/16/2013	041714-0058	100-0703-553.24-03	12.58	Hose Bibb/Elbow
		5/16/2013	041814-0065	100-1008-541.30-18	4.31	Socket
		5/16/2013	041814-0069	100-0903-531.30-13	3.86	Paint Can
		5/16/2013	041814-0110	100-1019-552.30-18	26.33	Wipes/Mop/Brush

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KITZ & PFEIL INC...	37269...	5/16/2013	041909-0009	100-0703-553.24-03	16.48	Filter/Bit
			Total for check: 37269		725.84	
KUNDINGER FLUID POWER INC	37270	5/16/2013	50233425	731-1022-541.38-03	97.18	Expander/Connectors
		5/16/2013	50233508	731-1022-541.38-03	40.14	Straight Thread Elbow
		5/16/2013	50233858	731-1022-541.38-03	167.20	Wrap
			Total for check: 37270		304.52	
LAPPEN SECURITY PRODUCTS INC	37271	5/16/2013	LSPQ25345	100-1001-514.24-03	30.00	Reprogram Alarm/Lock Code
			Total for check: 37271		30.00	
LEGACY DISTRIBUTION	37272	5/16/2013	3573	100-0703-553.30-18	197.00	Wrap Chap/ProVest
			Total for check: 37272		197.00	
MID-AMERICAN RESERACH CHEMICAL	37273	5/16/2013	0494574-IN	731-1022-541.30-18	155.77	Silicone Spray Brake & Parts Cleaner
			Total for check: 37273		155.77	
MCMAHON	37274	5/16/2013	43498	209-0703-553.21-02	593.00	Drafting
		5/16/2013	43535	209-0703-553.21-02	907.94	CSM/New Park
			Total for check: 37274		1,500.94	
MENARDS-APPLETON EAST	37275	5/16/2013	18876	100-0703-553.30-18	18.48	White Stake Flags
		5/16/2013	18902	100-0703-553.30-18	80.02	Blades
		5/16/2013	18904	731-1022-541.24-03	59.40	Floor Tile PWF Foyer
		5/16/2013	19288	100-1016-543.30-15	89.88	Ladder/Ratchet/Shovel
				625-1005-541.30-15	24.99	Ladder/Ratchet/Shovel
				731-1022-541.30-15	54.99	Ladder/Ratchet/Shovel
		5/16/2013	19392	100-0703-553.30-18	6.93	Gloves
			Total for check: 37275		334.69	

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MENASHA EMPLOYEES CREDIT UNION	37276	5/16/2013	20130516	100-0000-202.05-00	12,388.00	PAYROLL SUMMARY
			Total for check: 37276		12,388.00	
MENASHA NEENAH MUNICIPAL COURT	37277	5/16/2013		100-0000-201.03-00	139.00	Bond/MEPD 13-101
			Total for check: 37277		139.00	
TOWN OF MENASHA POLICE DEPARTMENT	37278	5/16/2013		100-0000-201.03-00	219.60	Bond/MEPD 13-1424
			Total for check: 37278		219.60	
MENASHA ROTARY	37279	5/16/2013	338	100-0801-521.32-01	37.00	3rd Qtr Fee/Dues/Lunches
				100-0801-521.34-03	104.00	3rd Qtr Fee/Dues/Lunches
			Total for check: 37279		141.00	
MENASHA TREASURER	37280	5/16/2013		100-0904-531.30-18	9.32	Health Department Expense
				100-0903-531.30-11	16.80	Health Department Expense
				100-0902-524.30-11	6.31	Health Department Expense
				100-0903-531.33-02	14.00	Health Department Expense
				100-0903-531.33-01	37.50	Health Department Expense
				100-0904-531.33-03	6.11	Health Department Expense
			Total for check: 37280		90.04	
MENASHA UTILITIES	37281	5/16/2013	4087	625-0401-513.25-01	1,599.09	Storm Water Charge
		5/16/2013	4088	601-0401-513.25-02	18,868.62	Sewer Charge
		5/16/2013	BILLING 3	100-1008-541.22-03	223.51	Electric
				100-1008-541.22-05	45.42	Water/Sewer
				601-1020-543.22-03	40.95	Electric
				100-0704-552.22-03	207.38	Electric
				100-0704-552.22-05	428.20	Water/Sewer
				731-1022-541.22-03	1,589.13	Electric
				731-1022-541.22-05	799.90	Water/Sewer
				731-1022-541.22-06	901.88	Storm

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MENASHA UTILITIES...	37281...	5/16/2013...	BILLING 3...	266-1028-543.22-06	73.13	Storm
				100-0801-521.22-03	1,356.94	Electric
				100-0801-521.22-05	261.93	Water/Sewer
				100-0801-521.22-06	62.72	Storm
				100-0000-123.00-00	982.62	Electric
				100-0000-123.00-00	189.67	Water/Sewer
				100-0000-123.00-00	45.41	Storm
				100-0801-521.22-03	78.93	Electric
				100-0601-551.22-03	3,340.36	Electric
				100-0601-551.22-05	456.32	Water/Sewer
				100-0601-551.22-06	103.75	Storm
				100-1019-552.22-03	370.73	Electric
				100-1019-552.22-05	12.38	Water/Sewer
				100-0000-123.00-00	8.79	Electric
				100-1001-514.22-03	104.64	Electric
				100-1001-514.22-05	6.19	Water/Sewer
				100-1001-514.22-06	8.75	Storm
				100-0703-553.22-03	1,633.97	Electric
				100-0703-553.22-06	700.63	Storm
				485-0304-562.22-06	33.13	Storm
				457-0304-562.22-06	2.50	Storm
				485-0304-562.22-06	15.00	Storm
				457-0304-562.21-10	8.48	Electric
				100-0305-562.22-06	5.00	Storm
				501-0304-562.22-06	280.01	Storm
				Total for check: 37281	34,846.06	
TOWN OF MENASHA UTILITY DISTRICT	37282	5/16/2013		100-0701-533.22-06	26.25	Stormwater
				100-0701-533.22-06	295.50	Stormwater/206 North St
				Total for check: 37282	321.75	

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MINNESOTA LIFE INSURANCE COMPANY	37283	5/16/2013		100-0000-204.07-00	2,286.55	June Billing
			Total for check: 37283			
MORTON SAFETY	37284	5/16/2013	787670	731-1022-541.30-18	24.25	Ear Plugs
			Total for check: 37284			
N&M AUTO SUPPLY	37285	5/16/2013	440625	731-1022-541.38-03	52.97	Oil Filters/Circuit Kit
			440640	731-1022-541.38-03	29.88	Fuel Filter
			440940	731-1022-541.38-03	7.53	Hydraulic Filter
			440965	731-1022-541.38-03	10.28	FHP Belt
			441412	731-1022-541.38-03	5.04	Oil Filter
			Total for check: 37285			
NEENAH FOUNDRY	37286	5/16/2013	74221	601-1020-543.30-18	3,204.00	Supplies/Midway Project
				625-1010-541.30-18	3,600.00	Supplies/Midway Project
				100-1009-541.30-18	2,964.00	Supplies/Midway Project
				490-1009-541.82-02	3,507.00	Supplies/Midway Project
			Total for check: 37286			
NEENAH-MENASHA SEWERAGE COMMISSION	37287	5/16/2013	2013-057	601-1021-543.21-01	435.00	Legal Reimbursement
			Total for check: 37287			
NORTHEAST WISCONSIN TECHNICAL	37288	5/16/2013	CS22876	100-0801-521.34-02	395.00	Crime Scene Photography Class 29277
			CS22925	100-0801-521.34-02	400.00	Homicide Training Semimar
			Total for check: 37288			
ORBIT SCREENS INC	37289	5/16/2013	02419	731-1022-541.38-03	254.64	Wheel Axles/Bearing Kits
			Total for check: 37289			

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OTT, TAMMY	37290	5/16/2013	OTT	100-0000-441.23-00	110.00	Cancel Park Reservation
			Total for check: 37290		110.00	
PACKER CITY INTERNATIONAL	37291	5/16/2013	3-231120022	731-1022-541.38-03	80.54	Filters/Lamps/Caps
				731-1022-541.30-18	35.24	Def Gallons
		5/16/2013	3-231130028	731-1022-541.38-03	4.94	Hydraulic
		5/16/2013	3-231140003	731-1022-541.38-03	45.28	Flashers
		5/16/2013	3-231190030	731-1022-541.38-03	128.23	Filters/Universal/Hydraul
		5/16/2013	3-231190100	731-1022-541.30-18	35.24	DEF 2.5 Gallons
		5/16/2013	3-231200049	731-1022-541.38-03	12.54	Air Filter
			Total for check: 37291		342.01	
REDI-WELDING CO	37292	5/16/2013	14522	731-1022-541.30-18	161.69	Pipe/Tubing
			Total for check: 37292		161.69	
REGISTRATION FEE TRUST	37293	5/16/2013		731-1022-541.32-01	74.50	Title/Plate Fee
			Total for check: 37293		74.50	
RIESTERER & SCHNELL INC	37294	5/16/2013	475619	731-1022-541.29-04	3,774.19	Vehicle Repair
		5/16/2013	475888	731-1022-541.38-03	406.39	Bushings/Blades/Rim/Tire
			Total for check: 37294		4,180.58	
SAFEGUARD BUSINESS SYTEMS	37295	5/16/2013	028834373	100-0401-513.30-10	85.74	Deposit Tickets
			Total for check: 37295		85.74	
SCHAEFFER MFG CO	37296	5/16/2013	UL6284-INV1	731-1022-541.30-18	393.60	Ultra Red Supreme
			Total for check: 37296		393.60	
SERVICEMASTER BUILDING MAINTENANCE	37297	5/16/2013	8544	100-0801-521.20-01	50.00	MEPD Garage

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SERVICEMASTER BUILDING MAINTENANCE...	37297...	5/16/2013	8551	100-0801-521.20-01	1,395.00	MEPD
			Total for check: 37297		1,445.00	
J A SEXAUER	37298	5/16/2013	287151203	100-0501-522.24-03	64.68	Furnace Filter/Station 36
			Total for check: 37298		64.68	
SHERWIN WILLIAMS CO	37299	5/16/2013	2750-7	100-0703-553.30-18	179.16	
			Total for check: 37299		179.16	
R A SMITH NATIONAL INC	37300	5/16/2013	108640	100-0304-562.21-02	4,980.00	Gilbert Mill Site Develop
		5/16/2013	108945	209-0703-553.21-02	5,000.00	CSM - Gilbert
			Total for check: 37300		9,980.00	
SMT MANUFACTURING & SUPPLY	37301	5/16/2013	0022549-IN	731-1022-541.38-03	6.40	V-Belt
			Total for check: 37301		6.40	
STELSE, MICHAEL	37302	5/16/2013	STELSE	100-0000-201.03-00	390.00	MEPD/MICHAEL STELSE
			Total for check: 37302		390.00	
NICHOLAS THORN	37303	5/16/2013		824-0810-521.30-18	91.60	Sam's Club Purchase
			Total for check: 37303		91.60	
TRANE US INC	37304	5/16/2013	31871440	100-1001-514.82-01	1,109.00	Refrigeration Specialties
		5/16/2013	31890858	100-1001-514.82-01	3,247.94	Cooling Coil
			Total for check: 37304		4,356.94	
TRUGREEN	37305	5/16/2013	5273269	100-0703-553.20-06	172.00	Custom Lawn Plan/301 Park
			Total for check: 37305		172.00	

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BRIAN TUNGATE	37306	5/16/2013		100-0702-552.30-11	5.80	Postage Reimbursement
			Total for check: 37306		5.80	
UNIFIRST CORPORATION	37307	5/16/2013	097 0136796	731-1022-541.20-01	132.00	Towel
		5/16/2013	097 0137007	731-1022-541.20-01	112.65	Mat/Mop/ Clothing Service
			Total for check: 37307		244.65	
UNITED WAY FOX CITIES	37308	5/16/2013	20130516	100-0000-202.09-00	30.25	PAYROLL SUMMARY
			Total for check: 37308		30.25	
VERIZON WIRELESS	37309	5/16/2013	9703842982	743-0403-513.24-04	440.11	IPAD Charges
			Total for check: 37309		440.11	
VERMEER WISCONSIN INC	37310	5/16/2013	10050277	731-1022-541.38-03	640.99	Hose-Top/Fan Group
			Total for check: 37310		640.99	
WATER TECHNOLOGY INC	37311	5/16/2013	R01118.01-3	100-0000-201.02-00	3,330.00	Pool Study/April Services
			Total for check: 37311		3,330.00	
WAUSAU AWARDS & ENGRAVING INC	37312	5/16/2013		100-0304-562.21-06	427.90	"Moon's Jewelry" Plaque
			Total for check: 37312		427.90	
WAVERLY SANITARY DISTRICT	37313	5/16/2013		100-0703-553.22-05	45.07	2170 Plank Road
			Total for check: 37313		45.07	
WE ENERGIES	37314	5/16/2013		100-1008-541.22-04	129.87	PWF Gas Charges
				100-0703-553.22-03	8.96	North Street
				100-0903-531.22-04	33.04	316 Racine St

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WE ENERGIES...	37314...	5/16/2013...	...	100-0701-533.22-03	7.88	North Street Electricity
				Total for check: 37314	179.75	
WEIDERT CREATIVE	37315	5/16/2013		100-0304-562.21-10	1,000.00	Menasha Branding Project
				Total for check: 37315	1,000.00	
WERNER ELECTRIC SUPPLY CO	37316	5/16/2013	S3848975.001	100-0000-132.00-00	609.62	Foil Shields
				Total for check: 37316	609.62	
WI SCTF	37317	5/16/2013	20130516	100-0000-202.03-00	130.00	PAYROLL SUMMARY
				Total for check: 37317	130.00	
WINNEBAGO COUNTY REGISTER OF DEEDS	37318	5/16/2013		263-0306-562.70-01	30.00	877 Fullers Way/Recording
				Total for check: 37318	30.00	
WINNEBAGO COUNTY TREASURER	37319	5/16/2013	4241	100-0801-521.25-01	154.38	
		5/16/2013	4252	743-0403-513.24-04	7,313.00	LRMS Charges
				Total for check: 37319	7,467.38	
WISCOLIFT INC	37320	5/16/2013	132853	731-1022-541.38-03	47.24	Latch Kit
				Total for check: 37320	47.24	
WISCONSIN SUPPORT COLLECTIONS	37321	5/16/2013	20130516	100-0000-202.03-00	1,508.13	PAYROLL SUMMARY
				Total for check: 37321	1,508.13	

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WISCONSIN TAXPAYERS ALLIANCE	37322	5/16/2013		100-0401-513.32-02	44.00	Focus Renewal
			Total for check: 37322		<u>44.00</u>	
					<u>176,187.61</u>	



AMENDED

To: Menasha Common Council
From: Jenny Groeschel and Ginger Tralongo, Police Records
RE: Beverage Operator License (Bartender) Applicants
Date: **May 17, 2013**

The below individuals have applied for a bartender license to serve, dispense and/or sell alcohol at a licensed establishment within the City. They have all met the criteria under the "Guidelines for Operator Licenses" approved by the Common Council. Therefore, staff is recommending the following people be **APPROVED** for an Operator's License for the 2013-2015 licensing period:

Chela M. Tetzlaff – CVS	Patricia (NMI) Hancock – Walgreens
Gail M. Bottine – Pat's Legend Inn	Becky L. Weber - Walgreens
Victor W. Ratchman – Germania	Mary A. Kersten - Walgreens
Colleen S. Reiser – Pat's Legend Inn	Kathleen (NMI) Harris - Walgreens
Constance L. Thompson – CVS	David J. Schroeder - Walgreens
Sarah J. Straw – Trailside Tavern	Robin J. Benson – Marathon
Dawn M. Steele – Pat's Legend Inn	Amanda C. Urbaniak – Trailside
Steven A. Andrews – Pat's Legend Inn	Veronica A. Prince – Walgreens
Christina A. Wynen – Walgreens	Toni A. Minor - Walgreens
Tifani L. Harris – Trailside	Donna M. Benotch - Walgreens
Charles W. Lipke – Hanks	Crystal M. Short - Walgreens
Kathryn M. Tews – Tonys	Laura D. Untiet - Walgreens
Karen J. Gallagher – R&R	Kimberley M. McFarland-Walgreens
George E. Reckin – Elks Club	Debra M. Sprangers - Walgreens
Colten C. Christensen – Kwik Trip	Lewis J. Kumbier - Walgreens

Mindy M. Gasch – Kwik Trip

Dana R. Bortle – Locker Room

Tina A. Fox – Walgreens

Shiva R. Sapkota – Marathon

Matthew C. Shelton – CVS

Margaret M. Bezotte – Kwik Trip

Lori L. Roeske – Tony's

Brenda S. Jones – R&R

Nicole J. Peik – Kwik Trip

Jon L. Laflin – Elks

Joshua W. Lefeber – Kwik Trip

Brenda L. Heinritz – CVS

Carol L. Quella – R&R

Mary L. Peck – Pat's Legend Inn

The following individuals have applied for a bartender license to serve, dispense and/or sell alcohol at a licensed establishment within the City. They have not met the criteria under the "Guidelines for Operator Licenses" approved by the Common Council. Therefore, staff is recommending the following people be DENIED an Operator's License:

Ashley N. Burkett – R&R

Sierra Kristina Will – Club Tavern

Dear city hall,

I'm appealing my denial of my bartending license by the cause of my misunderstanding with the questions that was asked. There's an affirmation saying I have given false information on my bartending application which in return denied its approval.

I unknowingly gave them the inaccurate information being the process in which I took to obtain the license was a first for me. Because I did not understand exactly what to put down on a few of the questions, I asked the clerk at the Menasha City Police Station for assistance in answering some of the questions. She did a semi background check to see if there's any information on me. With the information that was given to me and the confusion of the questions before hand, the clerk and I were unsure of what should be written.

I believe my application should be reconsidered for I provide a responsible yet fun atmosphere for the customers in the establishment. Everything I do is the best of my ability in memorization, cleanliness, money management and internal personal relationships with the clientele. From the class I took about responsibilities with serving alcohol, that was put together by the Police Department of fox valley areas, I understand the methods used to slow drinking and applied them to the customers.

My sincerest apology for the misunderstanding and am asking you to grant me the opportunity to be reconsidered. I look forward to meeting with you to discuss this matter. Feel free to call me with any questions at (920) 707-4646. I appreciate the time you have taken to read my appeal.

Sincerely,
Ashley Burkett

CITY OF MENASHA
ALCOHOL OPERATORS LICENSE APPLICATION

Establishment of Employment R+R
SPECIAL EVENT PROVISIONAL (TEMP) REGULAR RENEWAL

Name Burkett Orinley N
Last First Middle

Address 316 1/2 Second St. Menasha WI 54952
Street City State/Zip Code

Phone _____ Social Security _____

Height _____ Weight _____ Eyes _____ Hair _____ Sex _____ Race _____

Birth Date _____ Age _____ Birthplace _____

Scars, Marks, Tattoos Tattoo on wrist, left arm, left leg, right leg
Drivers License No. _____ State of Issue WI
Expiration Date _____

NOTE: A license may be denied if applicant fails to provide accurate information or if the information is incomplete! Please read this section carefully.

Please explain all yes answers completely on the back of this form!

- Do you currently have any criminal charges pending against you? yes
- Have you ever been convicted of a felony? no
- Have you ever been convicted of a misdemeanor? no
- Have you ever been convicted of operating a motor vehicle while under the influence of an intoxicant or drug? no
- Have you ever been convicted of any law statute or ordinance pertaining to the use or sale of alcohol (including drinking alcohol underage)? no
- Have you ever been convicted of any law, statute or ordinance pertaining to the possession, use or sale illegal drugs? no

I UNDERSTAND THAT THE APPLICATION FEE WILL NOT BE RETURNED IF LICENSE IS DENIED.

SIGNATURE Orinley Burkett Date 4.17.13

WITNESS _____ Date _____

Approved _____ Denied h Expiration Date _____
Chief of Police W. H. [unclear] Date 4/23/13
Comments: Guideline 2-4

REVOKED FOR VIOLATION: _____

Please answer all yes questions from the front of this form completely! Include correct charges, date of offense, and sentence. Failure to include all information or inaccurate information may result in the denial of your application!

Arrested but not convicted of possession of Δ THC through it is under deferred judgement.

— See attached CCAP Document



April 25, 2013

Ashley N. Burkett
316 ½ Second St.
Menasha, WI 54952

COPY
mailed
4/25/13
GT

Re: City of Menasha Alcohol Operators License Application

Ms. Burkett,

I've reviewed your application for a city of Menasha Alcohol Operators License and in doing so it was discovered that there were several issues with your application. The first issue with this application was that you provided inaccurate information on the application. The fifth question on the application 'Have you ever been convicted of any law statute or ordinance pertaining to the use or sale of alcohol (including drinking alcohol underage)?' and your response was "no". In doing a background investigation, it was determined that you have a conviction for underage drinking with a conviction date of September 6, 2011 out of Winnebago County, WI.

The next issue which is covered under Guideline #3 of the city of Menasha Policy Guidelines for Operators License you have two or more offenses arising out of separate incidents within the last three years which disqualify you for an Operators License. You have an underage drinking conviction in Winnebago County, WI on September 06, 2011 as well as a conviction in Winnebago Co, WI on January 24, 2013 for Possession of THC. Both of these convictions substantially relate to the license for which you have applied.

Based on the above mentioned information, I will at this time be denying your application for a city of Menasha Alcohol Operators License. You may appeal this decision by contacting the city of Menasha Clerks Office at 920-967-3603 within thirty days of this denial to request an appeal before the Common Counsel. At this appeal, you have the right to be represented and to be heard and to present evidence in favor of granting the license and to rebut the evidence presented in opposition to the granting of this license at a hearing held within forty-five days of filing such an appeal.

Sincerely,

Lt. Ron Bouchard
Investigative Services

CITY OF MENASHA
ALCOHOL OPERATORS LICENSE APPLICATION

Establishment of Employment Club Tavern
TEMPORARY _____ PROVISIONAL _____ REGULAR RENEWAL _____

call

Name Wohl Sierra Kristina
Last First Middle

Address 966 Grove St. Menasha WI 54952
Street City State/Zip Code

Phone _____ Social Security _____

Height _____ Weight _____ Eyes _____ Hair _____ Sex _____ Race _____

Birth Date _____ Age _____ Birthplace _____

Scars, Marks, Tattoos left wrist: Love, Right wrist: Peace, Back: Lower: Stars
Drivers License No. _____ State of Issue _____

Expiration Date _____

NOTE: A license may be denied if applicant fails to provide accurate information or if the information is incomplete! Please read this section carefully.

Please explain all yes answers completely on the back of this form!

Do you currently have any criminal charges pending against you? YES

Have you ever been convicted of a felony? NO

Have you ever been convicted of a misdemeanor? never

Have you ever been convicted of operating a motor vehicle while under the influence of an intoxicant or drug? YES

Have you ever been convicted of any law, statute, or ordinance pertaining to the use or sale of alcohol (including drinking alcohol underage)? NO - should be yes (WA)

Have you ever been convicted of any law, statute, or ordinance pertaining to the possession, use, or sale of illegal drugs? NO - should be yes

I UNDERSTAND THAT THE APPLICATION FEE WILL NOT BE RETURNED IF LICENSE IS DENIED.

SIGNATURE Sierra Wohl Date 5/6/13

WITNESS _____ Date _____

Approved _____ Denied Expiration Date _____

Chief of Police Michael B. [Signature] Date 5/10/13

Comments: Habitual offender 11/01 - 01/05, 7/09 WA, 6/09 Poss M.D., Pending Misd. charge Poss M.D.

REVOKED FOR VIOLATION: _____

Please answer all yes questions from the front of this form completely! Include correct charges, date of offense, and sentence. Failure to include all information or inaccurate information may result in the denial of your application!

06-08-2009 Underage drinking Shawano County
pd fine

~~03/22/2011~~ 03/22/2011 DWI Fondulac County pd fine

01/11/12 Driving after revoked Columbia County
pd fine

11/07/12 Possession of THC Columbia County
- Talking to trial, not charged yet



COPY
mailed 5-10-13
∞

May 10, 2013

Sierra K Will
966 Grove St
Menasha, WI 54952

Re: City of Menasha Alcohol Operators License Application

Dear Ms. Will

I have reviewed your application for an alcohol operator's license with the City of Menasha and in doing so it was discovered that there were several issues with this application. Under guideline #4 you are required to completely fill out the application truthfully and honestly and I discovered that there were several issues with your application regarding this matter. The question was asked if you have ever been convicted of a misdemeanor you left this item blank. The other question is regarding have you ever been convicted of any law, statute, or ordinance pertaining to the use or sale of alcohol (including drinking alcohol underage) you responded no which is not a correct answer based on the background investigation. The last question have you ever been convicted of any law, statute, or ordinance pertaining to the possession, use, or sale of illegal drugs you answered no which is incorrect, in that you do have a possession of marijuana on your record. Secondly I noted that you have several convictions which would classify you under our policy as a habitual law offender which means you have multiple convictions or pending charges that add up to 3 or more offenses within the last 5 years. These offenses also substantially relate to the license activity for which you are applying for.

The records check revealed that on June 10, 2009 you were convicted of Possession of Marijuana in the City of Menasha municipal court.

On July 6, 2009 you were convicted of underage alcohol violation in Shawano County.

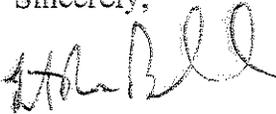
On November 2, 2011 you were convicted of operating a motor vehicle while intoxicated in Fond Du Lac County.

You also have a pending charge of Possession of Marijuana which appears to be a misdemeanor according to court records this is in Columbia County regarding Columbia County case number 2012CM000637 this is for an arrest that occurred on October 25, 2012.

Since you were convicted of three or more offenses in the last five years and you have a pending misdemeanor charge of Possession of Marijuana, I am going to be denying your application for an alcohol operator's license within the City of Menasha under our policy dealing with habitual law offenders. Each one of these offenses is directly related to the licensing activity for which you applied.

I would like to further advise you that you may appeal this decision, by contacting the Menasha City Clerk's Office at (920)967-3603 within 30 days of this denial to request an appeal before the common council. At this appeal you have the right to be represented and to be heard and to present evidence in favor of granting the license and to rebut the evidence presented in opposition to the granting of this license at a hearing held within 45 days of the filing of such appeal.

Sincerely,



Lt. Ron Bouchard
Investigative Services
Menasha Police Department

CITY OF MENASHA POLICY GUIDELINES FOR OPERATOR LICENSES

1. Intent: It is the responsibility of the Menasha Police Chief to screen applications for operators' licenses (bartender licenses) for the City of Menasha. The following guidelines are adopted in order to specify the reasons for denying, non-reviewing or revoking an operator's license and outlines the steps and considerations given, for any denials that are appealed to the Menasha Common Council.

All applications for operators' license applications are submitted to the Menasha Police Department for a background check. The Menasha Police Chief makes the decision on licensing by either accepting or rejecting the application.

*Due to the discretionary nature of the alcohol beverage licensing process, it is not possible to state every circumstance that may result in approval of a license application and what circumstances will result in approval of a license application. However, it is possible to enumerate what will be considered in the decision-making and what circumstances are more likely to result in the **denial** of a license application.*

Individuals granted an operator's license must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunk driving laws, and assist with minimizing disturbances of the peace and maintain the safety of the community. Therefore, individuals with a past history of negative or uncooperative contacts with police agencies will be scrutinized.

It is with these goals in mind that these guidelines are adopted. Furthermore, to the extent that Wis. Statutes Ch. 125 or Menasha City Ordinances provide additional grounds for denial, suspension, revocation or non-renewal, the Police Chief may also rely on such provisions.

In the event an individual with an operator's license is considered for non-renewal, suspension or revocation, all offenses will be considered, the circumstances of which are substantially related to the license regardless of whether some of the offenses occurred prior to the adoption of these guidelines.

Upon request, a copy of these guidelines shall be provided to each person who applies for a license.

Guidelines: What is meant by **substantially related**? The law does not specifically define this term although there are many court decisions on the topic. The Wisconsin Supreme Court has stated that the purpose of the test is to assess whether the tendencies and inclinations to behave a certain way in a particular context are likely to reappear later in a related context, based on the traits revealed. The "**substantially related**" test looks at the circumstances of an offense, where it happened, when, what, etc. compared to the circumstances of the licensed activity.

Where does the licensed activity typically occur, when and what is involved in performing the licensed activity, etc.

Examples of “substantially related” in the context of an operator’s license: There is a substantial relationship between the illegal purchase, use and sale of controlled substances and engaging in bartending, which involves the purchase and sale of a closely regulated substance. The same is true for offenses involving alcohol, e.g. drunk driving, selling to underage, possession and/or consuming as an underage, committing law violations while under the influence of alcohol or drugs, etc.

- **Guideline 1.** Provided the offense is substantially related to the circumstances of the license activity, circumstances of the offense substantially relate to the circumstances of the job or licensed activity, **any person who has been convicted of any FELONY, unless duly pardoned, does not qualify for an operator’s license.** Sec. 125.04(5)(b), Wis. Stats. (To the extent the other guidelines reference a specific offense; this guideline shall apply if the offense constitutes a *felony*.)

- **Guideline 2.** Provided the circumstances of the offense substantially relate to the circumstances of the job or licensed activity, **offense is substantially related to the circumstances of the licensed activity**, any person who has been convicted of or has a current charge pending, for two (2) or more offenses within the last five (5) years or for two (2) or more offenses, arising out of separate incidents, within the last five (5) years in the following subcategories, does not qualify for an operator’s license:
 - Violent crimes against the person of another, including but not limited to battery, criminal disorderly conduct, sexual assault, injury by negligent use of a vehicle, intimidation of a victim or witness.
 - Crimes involving cooperation (or lack thereof) with law enforcement officials, including but not limited to, resisting or obstructing a police officer, bribery of public officers/employees, eluding police, bail jumping, hit and run, perjury, or acts/threats of terrorism.
 - Manufacturing, distributing, delivering a controlled substance or a controlled substance analog; maintaining a drug trafficking place; possessing with intent to manufacture, distribute, or deliver a controlled substance or a controlled substance analog. Sec. 111.335(1)(c), Wis. Stats.

- **Guideline 3.** Provided the circumstances of the offense substantially relate to the circumstances of the job or licensed activity, offense is **substantially related to circumstances of the license activity**, any person who has been convicted of or has a current charge pending, for two (2) or more offenses, arising out of separate incidents, within the last three (3) years in the following subcategories, does not qualify for an operator’s license:
 - Disorderly conduct, criminal damage to property, solicitation of prostitution or other prostitutions-related offenses, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.

- Alcohol beverage offenses (under Wis. Stat. Ch. 125 or Menasha City Ordinances).
- Possessing a controlled substance, controlled substance analog without a valid prescription, or possessing drug paraphernalia.
- Operating a motor vehicle while under the influence of intoxicants or drugs.
- Operating a motor vehicle with a prohibited alcohol concentration (PAC) in excess of .08% by weight.
- Open intoxicants in a public places or in a motor vehicle.

What is a **habitual law offender**? The term “habitual” refers to multiple convictions or pending charges and could include an offender with two (2) offenses occurring within a relatively short period of time. The term “offender” refers to a person with civil violations such as ordinance convictions and/or misdemeanor convictions (or pending charges), which substantially relate to the licensing activity. A legal opinion rendered by the League of Wisconsin Municipalities states that a person with two drunk driving convictions within the last couple years would be considered a habitual offender under the alcohol beverage licensing laws. Intoxicating Liquors #890 (1991). Some examples include:

- Two (2) or more offenses, each with a separate incident, within the immediately preceding one (1) year.
 - Three (3) or more offenses, each a separate incident, within the immediately preceding five (5) years.
 - Six (6) or more offenses, each a separate incident, within the preceding ten (10) years.
- **Guideline 4.** Applicants must truthfully and completely fill out applications:
 - If an applicant provides false information on an application, that application shall be denied and the applicant shall not be eligible to reapply for an operator license for a period of one (1) year from the date of denial of such application.
 - If the Police Chief determines that information was *intentionally* omitted from an application, the application shall be denied and the applicant shall not be eligible to reapply for an operator license for a period of one (1) year from the date of the denial of such application.
 - If the Police Chief determines that information was OMITTED from an application due to inadvertence, mistake or excusable neglect, the Chief may allow the applicant to submit a corrected application and recommend granting of the license, if the applicant is otherwise qualified.
 - **Guideline 5.** Recommending approval of an operator’s license application for an applicant who would otherwise be denied under these policy guidelines:
 - The Common Council may approve an operator’s license application if the application would otherwise be denied under this policy if the applicant presents substantial, credible evidence of rehabilitation. Such evidence includes letters of recommendation from Alcohol and Other Drug (“AODA”) counselors, probation agents or other relevant service providers, other professional counselors, certificates and/or letters confirming satisfactory completion of an AODA or other

relevant counseling program. Any such letters shall be on the letterhead of the agency offering the recommendation in order for the letter to be considered credible evidence of rehabilitation. Any evidence must be in the form of documents submitted to the Common Council and may not be statements of the applicant at the time of the hearing.

- The reason for any recommendation of approval of an operator's license application under this paragraph must be clearly stated in the record.

- **Guideline 6.** If the Police Chief recommends denial of an operator's license application, the reasons for the denial must be clearly stated on the record and shall be consistent with the criteria outlines above.

APPEAL PROCESS FOR DENIED LICENSE APPLICATION.

If the Police Chief recommends denial of an operator's license application, the applicant has the right to file an appeal with the City Clerk within thirty (30) days and appear and be represented before the Common Council, to be heard, to present evidence in favor of the granting of the license, and to rebut the evidence presented in opposition to the granting of the license, at a hearing held within forty (40) days of the filing of such appeal.

TOWER AND GROUND SPACE LEASE AGREEMENT

This Agreement is made and entered into the ____ day of _____ 2013 by and between City of Menasha, a Wisconsin municipality, whose address is _____ 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, Landlord is the owner of certain property located at 455 Baldwin St., Menasha, WI., upon which Landlord has placed a Tower (the "Tower"); and

WHEREAS, Tenant has interest in certain real property located at ~~4955 Baldwin Street~~Plank Road, City of Menasha in Winnebago County, 54952, State of Wisconsin, at coordinates 44° 12' ~~26.123.5~~" North, 88° 25' ~~26.632.3~~" West (the "Site"). The Site is legally described on Exhibit A attached hereto and incorporated herein by reference; and^[pc1]

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide, attachment locations (the "Tower Space") upon the Tower ~~(the "Tower")~~ for the placement of Tenant's antennas, cabling and ancillary equipment ("Tenant's Equipment"), more particularly described in Exhibit B, 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;" and

WHEREAS, Tenant and Landlord acknowledge that Landlord is under an existing contract with a third party tenant which has certain rights with respect to its use of the Tower and Site for its telecommunications operations which rights are superior to Tenant's under this Agreement.

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 at a RAD height of 170 feet on the Tower for the placement of Tenant's antennas, cabling and ancillary equipment ("Tenant's Equipment"); as shown more particularly described in Exhibit CB;^[pc2]

(b) Occupy up to two-hundred twenty (220) square feet of ground Ground space adjacent to the Tower ~~with Tenant's cellular common carrier mobile radio telephone base station transeeiver 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 Leased Space on the Site and the Tower^[jac3] to install, operate, and maintain thereon Tenant's common carrier radio base station equipment, including system networking, station control and performance monitoring functions, and for no other use or purpose. ^[pc4] Tenant's installation of Tenant's Equipment on the ~~Tower and the Site~~Leased Space 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 its 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~~Leased Space 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~~Leased Space.

(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~~ Leased Space 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 ~~_____~~, July 1, 2013 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 one and one-half ~~five~~ percent (1.5%) per month until paid. Annually, on the first anniversary 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.~~ [pc5] 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~~ the Leased Space.

8. Maintenance and Repairs.

(a) Tower and Landlord's Equipment. Landlord shall be responsible for proper maintenance of the Tower, and Landlord ~~covenants~~ agrees 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, and/or Landlord's Existing Tenant's communications system and equipment, specifically the Ground Site Lease Agreement between City of Menasha and TeleCorp Realty dated February 27, 2001 ("Landlord's Existing Tenant"), unless Landlord and Landlord's Existing Tenant agrees to such interruption or interference in writing. Tenant shall ~~perform~~ have twenty-four (24) hour access for routine maintenance of Tenant's Ebase station equipment during normal business hours (Monday – Friday, 7-3:03030 p.m.). Tenant shall provide Landlord with at least forty-eight (48) hours notice prior to any scheduled 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 if the cost does not exceed one month's Base Rent. 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 at their Landlord's option, may ~~be~~ 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 ~~Landlord's Existing Tenant~~any third party's equipment or communications system located on the Tower under the terms of a prior agreement with Landlord, 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 under the terms of a prior agreement with Landlord, 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 measurable 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~~ Tenant may withdraw from this agreement.

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. Landlord retains all rights and limits of liability afforded to it under Wisconsin Statutes, including chapters 893 and 895.

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. Landlord may require increased insurance limits consistent with community standards not more often than once within each lease term.

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. Except in the case of measurable interference under paragraph 10 of this Agreement, 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. Tenant shall maintain execute a surety bond in the amount of \$20,000 (Twenty-Thousand Dollars) in favor of Landlord to insure the Tenant's faithful performance of its obligation and cover the cost of removal of the Tenant's Equipment in a form acceptable to Landlord to ensure compliance with the terms of this paragraph.

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 thirtyfifteen (3015)(15)~~ 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 thirtyfifteen (3015) (15)~~ 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~~ Leased Space is 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~~ Leased Space is temporarily damaged, taken, or condemned in ~~their-its~~ entirety or in the event a portion of the ~~Tower or the Site~~ Leased Space is temporarily or permanently damaged, taken, or condemned whereby the ~~Tower~~ Leased Space 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~~ agrees 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 ~~materially~~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 if caused materially by Landlord or person acting under the direction and control of Landlord~~unless caused~~^[pc6]solely by Tenant or person acting under the direction and control of Tenant^[jae7]. 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. Landlord retains all rights and limits of liability afforded to it under Wisconsin Statutes, including chapters 893 and 895.

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: _____

Site Number: APP013

Site Name: ~~Baldwin Street~~Plank Road

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

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

Exhibit A Legal Description

DESCRIPTION	ATTRIBUTE	Parcel Map
Parcel Id.	750049700	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p style="text-align: center; color: red; font-weight: bold; font-size: 1.2em;">Tip!</p> <p style="text-align: center; font-weight: bold;">Profile Results:</p> <p style="text-align: center;">Use the scroll bar ---> on the right side of this page to scroll down and view the rest of the Parcel Profile Information Report.</p> </div> <div style="text-align: center;">  </div> <p style="color: green; font-weight: bold;">* Assessed values for: 2013</p> <p style="color: red; font-weight: bold;">* Brief Property Description is provided for reference purposes only and should NOT be taken as the full legal description nor used to convey property!</p>
Document No.	n/a	
Linked To TaxRoll On:	02-05-13	
Tax Owner(s)	CITY OF MENASHA	
Tax Address	140 MAIN ST MENASHA WI 54952	
Property Address	455 BALDWIN ST	
Land Value*	0	
Improvement Value*	0	
Total Assessed Value*	0	
Section-Town-Range	n/a	
Brief Property Description*	PART OF SE-NE SEC 14 T20N R17E & PART OF GOVT LOT 1 OF SAID SEC & PART OF GOVT LOT 4 SEC 1 3 T20 17E AS DESC V1172 P136 E XCL PART DESC V1173 P572 & V11 76 P255 & DOC #460594 R.O.D.	
Treasurer/Tax History	View History...	
Deed Acreage	10.201	
School District	MENASHA SCHOOL DIST (3430)	

Exhibit B
Tenant's Equipment

Tower Equipment:

3 -36" Standoff Mount with Stiff Arm

6 – Feedlines, 1-5/8' diameter coax

3 – Amphenol Antenna, Antel BXA 185063-12CF

3 – TMA, Powerwave LGP

4 – Copper Ground Bars, 4" x 20"

Connectors and mounting hardware

Ground Equipment:

1 - Radio Base Station, Ericsson RBS 2106

1 – Icebridge, standard 10' kit

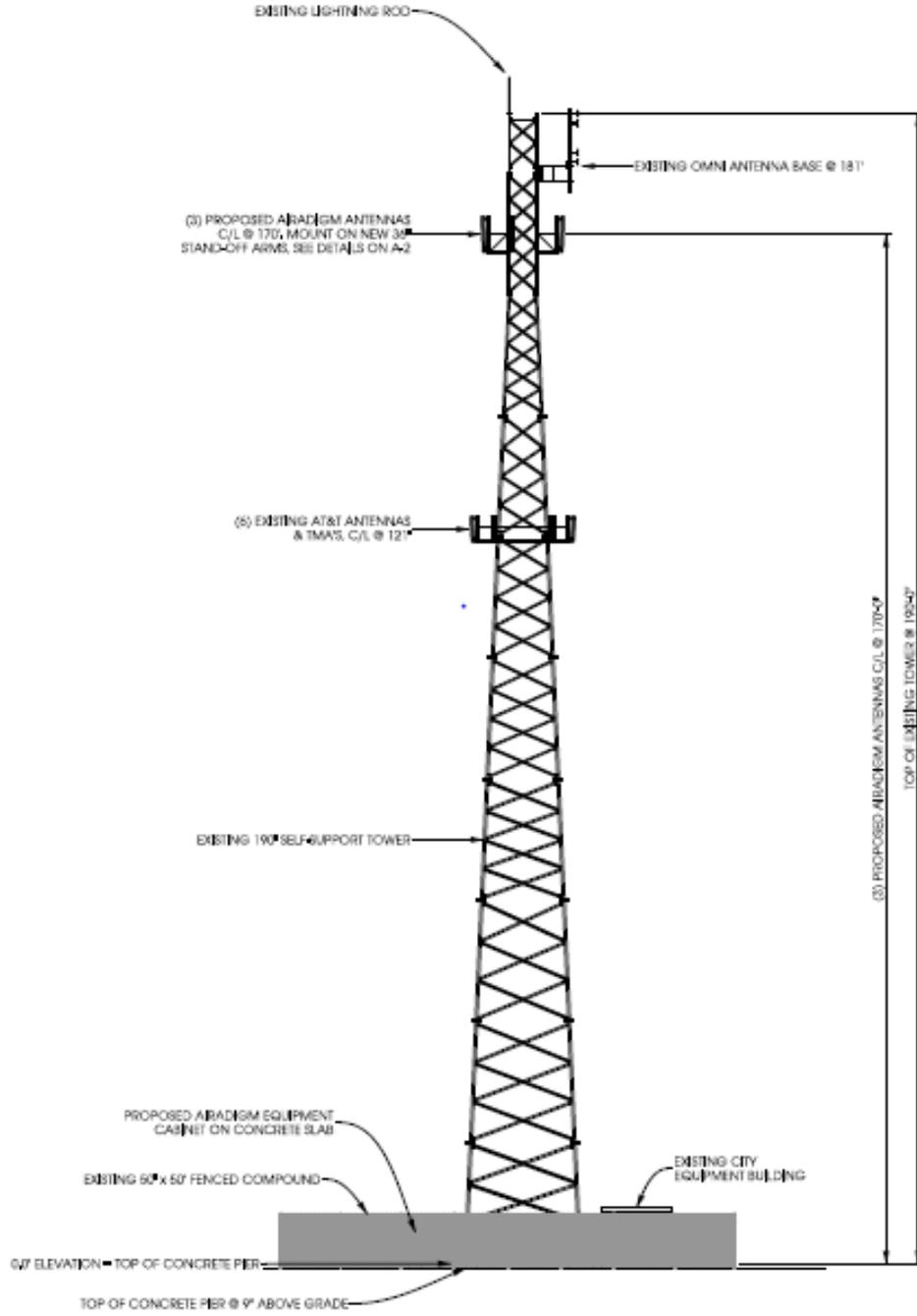
1 – Telco and Power Interface Cabinet

1 - Andrew H-Frame

1 – Concrete pad for ground equipment

Exhibit C
Leased Space

Tower Space



TOWER PROFILE (NORTH ELEVATION)



Memorandum

TO: Common Council
FROM: Greg Keil, CDD *GK*
DATE: May 16, 2013
RE: Acquisition of 221 Washington Street

Winnebago County has issued a Notice of Commencement of Proceedings In Rem to foreclose tax liens on certain properties in the City of Menasha per the attached. Among these properties is 221 Washington Street. The Plan Commission recommended that the City pursue acquisition of this property in April of 2011. I prepared the attached memo dated October 13, 2011 to the Administration Committee outlining several considerations relative to the property and making a recommendation that the city pursue its acquisition. This matter was brought before the Administration Committee in October of 2011, and in November, it took action disapproving of the acquisition of the property.

I am now requesting that we renew efforts to acquire the property.



Memorandum

To: Administration Committee
From: Greg Keil, CDD *GK*
Date: October 13, 2011
RE: Acquisition of 221 Washington Street

This memo relates to the potential acquisition of 221 Washington Street for the prevention of blight. I have been in contact with the owner of the property, Richard Sheleski, since late 2010. Mr. Sheleski is a former Menasha resident who now lives out of state. He has expressed interest in selling the property to the city at a price substantially below its assessed value to eliminate his property maintenance and management responsibilities.

The property is currently valued at \$36,000 for the land and \$20,700 for improvements, for a total of \$56,700. The lot size is 11,999 square feet. There are currently \$5,438.78 in delinquent taxes and penalties owed to Winnebago County for 2008-2010.

This site also has known petroleum related groundwater contamination. I have had correspondence with Wisconsin Department of Natural Resources and Department of Commerce staff regarding this condition. The current owner has paid \$4,038 toward the PECFA (petroleum clean-up fund) deductible. The Dept. of Commerce estimates another \$10,000 of work remains of which 5% (\$500) would be the responsibility of the existing or future owner. The completion of the last phase of site monitoring is necessary to obtain a closure letter on site clean-up from the WDNR.

The potential acquisition of the property was brought to the Plan Commission on April 19, 2011 for its input as to whether staff should pursue the acquisition of the property. The direction from the Plan Commission was that the staff should continue to pursue the matter.

Mr. Sheleski recently made the following proposal:

- Sale price \$8,000
- City pays all taxes owed \$5,438.78*
- Total \$13,438.78*

*The County Treasurer indicated the interest penalties in the amount of \$916.44 may be waived if the city is the purchaser.

There are multiple considerations regarding the acquisition of this property that have both short and long term implications. In the short term, these relate to the cost of the property and the source of funds for acquisition, the closure of the site with respect to the petroleum contamination, and potential uses for the property.

In the longer term, the use question remains, and will in part be determined by whether or not the site has received a closure letter and whether taxes will continue to accumulate on the property. The Winnebago County Treasurer has stated that the county will not take the property in its contaminated state. If the owner discontinues tax payments and the county does not take the property, the taxes will continue to accumulate and the petroleum contamination will remain, with a likely outcome of continued deterioration of the property.

Since this property is on a street corridor that is a significant gateway to the city, the presence of blighted properties is a detriment to the city. This situation was of primary concern to the Plan Commission in its recommendation to pursue acquisition of the property. Community Development staff share this concern.

It is my recommendation that we continue to pursue the acquisition of this property based on the following considerations:

- The site clean-up can be completed while the PECFA program is still in place and 95% of the cost can be recovered from that source.
- Future acquisition of blighted property via eminent domain will be much more costly as market value must be paid and the city is responsible for appraisal costs
- Procedures are available such that the city can acquire the property with limited environmental liability.
- The prevention/elimination of blight on this property may forestall the same type of thing happening on neighboring properties.

I am requesting direction from the Administration Committee as to whether I should continue efforts in this regard.

MARY E. KRUEGER
County Treasurer

DIANA HELLMANN
Deputy Treasurer



415 JACKSON STREET, PO BOX 2808
OSHKOSH, WISCONSIN 54903-2808

OSHKOSH (920) 236-4777
FAX (920) 303-3025
treasurer@co.winnebago.wi.us

Winnebago County

Office of the County Treasurer

The Wave of the Future

May 1, 2013

NOTICE OF COMMENCEMENT OF PROCEEDINGS IN REM TO FORECLOSE TAX LIENS BY WINNEBAGO COUNTY UNDER WIS. STATS. 75.521

Taxing District Clerk:

Enclosed are copies of the Notice of Commencement of Proceedings In Rem, the Petition to Foreclose by Proceedings In Rem and a partial list of the properties being foreclosed.

This letter is notification in accordance with Wis. Stats. 75.521. If your municipality or taxing district has any right, title or interest in the land or in the tax liens or in the proceeds thereof, you must notify me and take action to protect your claim. If you have any deferred special assessments due, you must take action under Wis. Stats. 66.0715 (2) and certify to the County the amount due your municipality or taxing district to be eligible for a share of the proceeds from the sale of tax deed property under Wis. Stats. 75.36.

All of the taxes listed, plus interest, penalties and fees must be paid on or before July 15, 2013, the final redemption date, to stop this foreclosure action.

Call the County Treasurer's Office (920) 236-4777 for the exact amount due.

Sincerely,

Mary E. Krueger
Winnebago County Treasurer

Encl.

RECEIVED

MAY 1 2013

CITY OF MENASHA
BY _____

Statutory References:

- 75.521(5) Proceeding In Rem removes all liens of any mortgage or lien holder, including the ability a municipality to collect deferred special assessments by adding the deferred assessments to future tax bills. Failure of a municipality to pay the taxes and redeem the parcel forecloses their right or lien on the property.
- 66.0715(2)(b) If a tax certificate is issued under s. 74.57 for property which is subject to a special assessment that is deferred under this subsection, the governing body may provide that the amounts of any deferred special assessments are due on the date that the tax certificate is issued and are payable as are other delinquent special assessments from any moneys received under s. 75.05 or 75.36.
- 66.0715(2)(c) The lien of any unpaid amounts of special assessments deferred under this subsection with respect to which a governing body has not taken action under par. (b) is not merged in the title to property taken by the county under ch. 75.
- 75.521(3)(5)(c) A copy of the petition and so much of the list of tax liens shall be mailed by registered mail to each owner, mortgagee of record, the State of Wisconsin and to each municipality having any right title or interest in the property.
- 75.36(2)(b) If the county did not settle for unpaid special assessments or special charges under 74.29, the county shall notify all taxing jurisdictions that the county has acquired the property under this chapter. Each taxing jurisdiction shall certify to the county treasurer the unpaid special assessments and special charges to which the property is subject.
- 75.36 If the property is sold at a profit the proceeds are distributed according to 75.36. Deferred special assessments certified to the county would be paid to the taxing jurisdictions under 75.36(3)(b).
- If the property is sold at a loss Winnebago County prorates the loss calculated under 75.36(3)(a)(3), based on the ratio of taxes and special assessments & special charges to the total of taxes and special assessments & special charges settled under 74.29.
- 75.69 No tax delinquent real estate may be sold by a county unless notice of such sale is mailed to the clerk of the municipality in which the real estate is located at least 3 weeks prior to the time of the sale.

PARCEL # & DESCRIPTION	LAST OWNER'S NAME OTHER'S INTERESTED	TAX YEAR	SALE YEAR	CERT NO.	AMOUNT
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TOWN OF WOLF RIVER

032-0546-23 THAT PART OF FRACTIONAL LOT TWO (2) OF SECTION TWENTY-FIVE (25) TOWNSHIP TWENTY (20) NORTH, OF RANGE FOURTEEN (14) EAST, IN THE TOWN OF WOLF RIVER, WINNEBAGO COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, VIZ: - COMMENCING AT A POINT ON THE WEST LINE OF THE EAST ½ OF SAID FRACTIONAL LOT 2 THAT IS 1713.34 FEET SOUTH OF THE NORTH LINE OF SAID FRACTIONAL LOT 2; THENCE SOUTH 37 DEGREES 40 MINUTES EAST, 250 FEET, THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 37 DEGREES 40 MINUTES EAST, 78 FEET; THENCE SOUTH 52 DEGREES 20 MINUTES WEST TO THE SHORE LINE OF LAKE POYGAN; THENCE NORTHWESTERLY, ALONG THE SHORE LINE OF SAID LAKE POYGAN, TO A POINT THAT IS SOUTH 52 DEGREES 20 MINUTES WEST OF THE PLACE OF BEGINNING; THENCE NORTH 52 DEGREES 20 MINUTES EAST TO THE PLACE OF BEGINNING.	TED MILLER BADGER ENERGY SERVICES LLC WINNEBAGO COUNTY CLERK OF CIRCUIT COURT CLERK - TOWN OF WOLF RIVER	2008	2009	01261	\$2,039.96
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032-0655 THE SOUTH 11 RODS OF THE NORTH 20 RODS OF WEST 8 RODS OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ SECTION THIRTY (30), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST, IN THE TOWN OF WOLF RIVER, WINNEBAGO COUNTY, WISCONSIN.	ARENSTEIN WOHLRAB LEON MAIERHAFFER CLERK - TOWN OF WOLF RIVER	2008	2009	01266	\$2.21
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VILLAGE OF WINNECONNE

191-0852 THE WEST 16 FEET OF LOT 3, ALL OF LOT 4, THE NORTH HALF OF LOT 17 AND THE WEST 16 FEET OF THE NORTH ONE-HALF, EXCEPTING THEREFROM THE SOUTH 20 FEET OF LOT 18, ALL IN BLOCK 24 IN SCOTT'S ADDITION TO THE VILLAGE OF WINNECONNE, WINNEBAGO COUNTY, WISCONSIN.	PATRICIA J FRERKS ESTATE OF EDWARD A FRERKS CITIZENS BANK MEDICAL ASSISTANCE LIEN CLERK - VILLAGE OF WINNECONNE	2008	2009	01335	\$1,718.62
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CITY OF OMRO

265-1573 OUTLOT ONE (1) OF BLOCK FOUR (4) IN FOURTH ADDITION TO SLEEPY HOLLOW ESTATES, IN THE SECOND WARD, CITY OF OMRO, WINNEBAGO COUNTY, WISCONSIN	ROEMING TWINS DEVELOPMENT LLC CLERK - CITY OF OMRO	2008	2009	01463	\$12.76
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CITY OF MENASHA

SECOND WARD

702-0084 - 305 Chute St. LOTS TWENTY-EIGHT (28) AND TWENTY-NINE (29) OF BLOCK SEVEN (7) IN THE PLAT OF THE TOWN OF MENASHA, IN THE SECOND WARD, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN, EXCEPTING THEREFROM THE WEST 60 FEET THEREOF.	ANDREW B UJAZDOWSKI INTERNAL REVENUE SERVICE WEST POINTE BANK CLERK - CITY OF MENASHA	2008	2009	01544	\$84.32
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PARCEL # & DESCRIPTION	LAST OWNER'S NAME OTHER'S INTERESTED	TAX YEAR	SALE YEAR	CERT NO.	AMOUNT
THIRD WARD					
703-0530 - <i>221 Washington St.</i> THAT PART OF BLOCK "B" IN THE PLAT OF THE TOWN OF THE ISLAND, IN THE THIRD WARD, CITY OF MENASHA, DESCRIBED AS FOLLOWS, VIZ: COMMENCING ON THE EASTERLY LINE OF WASHINGTON STREET AT THE NORTHWEST CORNER OF TRACT OF LAND HERETOFORE CONVEYED TO MENASHA AND NEENAH RAILWAY COMPANY BY DEED RECORDED IN VOLUME 159 ON PAGE 325; THENCE NORTHERLY, ALONG THE EASTERLY LINE OF WASHINGTON STREET TO POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, THENCE EASTERLY, ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY, TO A POINT THAT IS EIGHTY (80) FEET EASTERLY OF THE EASTERLY LINE OF WASHINGTON STREET (MEASURED AT RIGHT ANGLES TO SAID EASTERLY LINE OF WASHINGTON STREET), THENCE SOUTHERLY, PARALLEL WITH THE EASTERLY LINE OF WASHINGTON STREET, TO THE NORTHERLY LINE OF TRACT OF LAND CONVEYED TO SAID RAILWAY COMPANY, THENCE WESTERLY, ALONG THE NORTHERLY LINE OF SAID RAILWAY COMPANY'S TRACT OF LAND, TO THE PLACE OF BEGINNING.	RICHARD N SHELESKI GERHARD J GEIGER JENNIFER W DUFFY INTERNAL REVENUE SERVICE CLERK- CITY OF MENASHA	2008	2009	01611	\$1,435.21
703-0652 - <i>46 Lawson St.</i> LOTS ONE (1) AND TWO (2) OF BLOCK ONE (1) IN BUTTE DES MORTES GARDENS ADDITION, THIRD WARD, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN.	VINCENT C KNUTH VAUGHN KNUTH WISCONSIN ELECTRIC POWER COMPANY CLERK - CITY OF MENASHA	2008	2009	01621	\$1,297.10
FOURTH WARD					
704-0160 - <i>648 State St.</i> THE SOUTH NINETY-SEVEN (97) FEET, FRONT AND REAR, OF THE WEST SEVENTY-FOUR AND FIVE TENTHS (74.5) FEET, FRONT AND REAR, OF THE EAST ONE HUNDRED FOUR AND FIVE TENTHS (104.5) FEET, OF LOT TWO (2) OF BLOCK FOUR (4), IN ROUNDS' ADDITION TO MENASHA, IN THE FOURTH WARD, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN.	MICHAEL STRAW CLERK- CITY OF MENASHA	2008	2009	01639	\$2,566.47
FIFTH WARD					
705-0232 - <i>632 Second St.</i> LOT 21 OF BLOCK 38 IN THE PLAT OF MENASHA (TWO ADDITIONS), IN THE FIFTH WARD, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN	RICHARD & CATHERINE ROBBINS EDWARD E & SUZANNE M CARTER CITY OF MENASHA HAND & UPPER EXTREMITY CENTER OF NE WI, LTD WISCONSIN ELECTRIC POWER COMPANY CREDIT ACCEPTANCE CORPORATION DAVIDSON CHIROPRACTIC SURGICAL ASSOCIATES OF NEENAH, SC FOX VALLEY EMERGENCY MEDICINE SC AFFINITY HEALTH SYSTEM AND ST. ELIZABETH HOSPITAL INC OAKWOOD CAMPSITES BAR & GRILL LLC COTTONWOOD FINANCIAL LLC CLERK - CITY OF MENASHA	2008	2009	01682	\$881.74
705-0851 - <i>845 Martin St</i> THE SOUTH ONE HUNDRED AND ONE TENTH (101.1) FEET OF NORTH ONE HUNDRED TWENTY-SIX AND ONE TENTH (126.1) FEET OF EAST FIFTY-SIX AND EIGHT TENTHS (56.8) FEET OF LOT TWENTY-FIVE (25) OF SUBDIVISION OF LOT FOUR (4), BLOCK TEN (10) ROUNDS ADDITION, FORMERLY IN THE FOURTH WARD, NOW IN THE FIFTH WARD, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN, PER ASSESSOR'S MAP OF 1924.	LAWRENCE T & DEBORAH A SWIERTZ WELLS FARGO BANK, N A ING BANK, FSB CITIBANK (SOUTH DAKOTA) NA WISCONSIN DEPT OF REVENUE MAIN STREET ACQUISITION CORP CLERK - CITY OF MENASHA	2008	2009	01714	\$1,177.24

CITY OF MENASHA
Plan Commission
Council Chambers, City Hall – 140 Main Street
April 19, 2011
DRAFT MINUTES

Public Hearing – TID # 12 Project Plan and Boundary

No one spoke.

A. CALL TO ORDER

The meeting was called to order at 3:30 p.m. by Mayor Merkes.

B. ROLL CALL/EXCUSED ABSENCES

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, Commissioners Schmidt, Cruickshank, Homan and Sturm, DPW Radtke and Ald. Benner

PLAN COMMISSION MEMBERS EXCUSED:

OTHERS PRESENT: CDD Keil, Tom Vandeyacht, Jim Slezak, Chuck Krause, Ald. Dan Zelinski, Ald. Steve Krueger, Ellen Maxymek and Tom Maxymek

C. MINUTES TO APPROVE

1. **Minutes of the March 8, 2011 Plan Commission Meeting**

Motion by Ald. Benner, seconded by DPW Radtke to approve the March 8, 2011 Plan Commission meeting minutes. The motion carried.

D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA

1. Ellen Maxymek commented on the potential negative impacts of the proposed development of the vacant land west of the existing Lake Park Villas development.

E. DISCUSSION

1. **Conceptual Site Plan for Automobile Sales at 835 Oneida Street**

Chuck Krause, owner of the site, discussed the preliminary site plan and stated that it is his intention that the car sales lot be a transitional use.

Commissioners discussed:

- On-site stormwater management
- Site access and its relationship to the adjoining Kwik Trip
- Future use of the property
- Adjoining land uses and wetlands considerations

CDD Keil stated that a Special Use Permit is required for automobile sales lots. Mr. Krause will need to submit an application and provide a fully developed set of plans in support of the application for his proposal to move forward.

2. **Sign Illumination Standards**

Tom Vandeyacht, site owner of 700 Midway Road and Jim Slezak from Appleton Sign explained the aesthetic and practical issues relative to the standards in the city's sign code relative to internally lit signs. The specific concerns relate to the required opacity of light colored sign backgrounds in multi-tenant signs when only one of the sign panels is being changed-out. This gives the appearance of the sign lighting not working properly.

Plan Commissioners discussed the differing impacts of the lighting requirements for single vs. multi-tenant signs and the desirability of creating standards for each type. CDD Keil is to make a determination regarding the sign panel insert at this address and prepare ordinance language clarifying the lighting/opacity standards for multi-tenant signs.

3. **Acquisition of 121 Washington Street**

CDD Keil stated that there have been discussions with the owner regarding acquisition by the city. The primary purpose of the acquisition would be to clean-up the site as it is located in a gateway corridor. The owner lives out of state and has a difficult time ensuring that the site is properly maintained. The site has petroleum contamination and about \$10,000 of clean-up work remains. The clean-up is PECFA eligible and the owner would be responsible for 5% of the clean-up cost.

Commissioners discussed the desirability of improving the Washington Street corridor as a gateway into the community, PECFA clean-up costs and future liability, and the long range benefits of securing the property.

It was the consensus of the Plan Commission that staff should continue to pursue acquisition.

F. ACTION ITEMS

1. **Plan Commission Resolution 1-2011 Recommending Approval of the Project Plan and Boundary of Tax Increment District #12**

CDD Keil reviewed the background leading up to the development of the project plan. TID #12 is being proposed as a means of stimulating development in Lake Park Villas (LPV). The debt associated with the original phases of the LPV development was intended to be supported by lot sales. Since the city hasn't sold a lot in over 3 years, this debt is now being placed on the general tax levy.

Commissioner's discussed:

- The various phases of the new development
- Its relationship and impact on the existing residential area
- The character, quality and density of development
- Future street and pedestrian access
- Extending the existing trail system

Motion by DPW Radtke, seconded by Catherine Cruickshank to approve Plan Commission Resolution PC 1-2011 Recommending Approval of the Project Plan and Boundary of TID #12 to the Common Council. The motion carried.

G. ADJOURNMENT

Motion by Ald. Benner, seconded by DPW Radtke to adjourn at 5:10 p.m. The motion carried.

Minutes respectfully submitted by Greg Keil, CDD.

ORDINANCE O-2-13

AN ORDINANCE AMENDING SECTION 8-1-6 OF THE CODE OF ORDINANCES
(Destruction of Noxious Weeds)

INTRODUCED BY ALDERMAN KEEHAN

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

SECTION 1: Amend Title 8, Chapter 1, SEC.8-1-6 of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

Title 8 – Health and Sanitation

CHAPTER 1

Health and Sanitation

SEC. 8-1-6 DESTRUCTION OF NOXIOUS WEEDS.

- (a) A person owning, occupying or controlling land within the City corporate limits shall destroy all noxious weeds on the land. All noxious weeds shall be destroyed prior to the time in which such plants mature to the bloom or flower stage.
- (a)(b) The City Clerk shall annually on or before May 15 publish ~~as required by state law~~ a notice that every person is required by law to destroy all noxious weeds on lands in the City which he or she owns, occupies or controls. A joint notice with other towns or municipalities may be utilized.
- (b)(c) If the owner or occupant shall neglect to destroy any weeds as required by such notice, then the Weed Commissioner of the City shall give five (5) days' written notice by mail to the owner or occupant of any lands upon which the weeds shall be growing to the effect that the said Weed Commissioner after the expiration of the five (5) day period will proceed to destroy or cause to be destroyed all such weeds growing upon said lands and that the cost thereof will be assessed as a tax upon the lands upon which such weeds are located under the provisions of Sections 66.0517 and 66.0627, Wis. Stats. ~~66.96 of the Wisconsin Statutes.~~ In case the owner or occupant shall further neglect to comply within such five (5) day notice, then the Weed Commissioner shall destroy such weeds or cause them to be destroyed ~~in the manner deemed to be the most economical method~~ and the expense thereof, including the cost of billing and other necessary administrative expenses, shall be charged against such lots and be collected as a special tax thereon.
- (c) ~~As provided for in Sec. 66.96(2), Wis. Stats., the City shall require that all noxious weeds shall be destroyed prior to the time in which such plants would mature to the bloom or flower state. The growth of noxious weeds in excess of eight (8) inches in height from the ground surface shall be prohibited within the City corporate limits. Noxious weeds~~

~~shall include any weed, grass or similar plant growth which, if allowed to pollinate, would cause or produce hay fever in human beings or would cause a skin rash through contact with the skin. Noxious weeds, as defined in this Section and in Section 8-1-8, shall include but not be limited to the following~~ Noxious weeds means any weed designated as a noxious weed by the Wisconsin Department of Natural Resources by rule or by the common council by ordinance or resolution, including but not limited to the following:

Cirsium Arvense (Canada Thistle)
Ambrosia artemisiifolia (Common Ragweed)
Ambrosia trifida (Great Ragweed)
Euphorbia esula (Leafy Spurge)
Convolvulus arvensis (Creeping Jenny) (Field Bind Weed)
Tragopogon dubius (Goat's Beard)
Rhus radicans (Poison Ivy)
Cirsium vulgaries (Bull Thistle)
Pastinaca sativa (Wild Parsnip)
Arctium minus (Burdock)
Xanthium strumarium (Cocklebur)
Amaranthus retroflexus (Pigweed)
Chenopodium album (Common Lambsquarter)
Rumex Crispus (Curled Dock)
Cannabis sativa (Hemp)
Plantago lanceolata (English Plantain)
Sow Thistle
Wild Mustard
Burdock
~~Poison Ivy~~
Poison Oak
Golden Rod
~~Beggar Ticks~~ Beggarticks
Purple Loosestrife
Multiflora Rose

~~Noxious grasses, as defined in this Section and in Section 8-1-8, shall include but not be limited to the following:~~

~~Agrostia alba (Redtop)~~
~~Dactylis glomerata (Orchard)~~
~~Phleum pratensis (Timothy)~~
~~Poa pratensis (Kentucky Blue)~~
~~Sorghum halepense (Johnson)~~
~~Setaria (Foxtail)~~

State Law Reference: Section 66.96, Wis. Stats.

- (e) The Weed Commissioner shall be appointed by the Mayor on or before May 15 in each year and shall have the powers and duties enumerated in this SEC. and in Section 66.0517, Wis. Stats., except that the person shall receive no compensation for his or her services other than his or her regular salary.

SECTION 2: This amending 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

RESOLUTION R-5-13

RESOLUTION CONTINUING APPROPRIATIONS

Introduced by Alderman Nichols

WHEREAS, it is desirous and necessary for the City of Menasha to continue some 2012 Appropriations into 2013 to finance ongoing projects,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Common Council concurring that the following appropriations be continued:

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
100-0202-512	Personnel	10,700
100-0204-512	Elections	2,100
100-0204-512	Elections	16,000
100-0304-562	Community Development	10,800
100-0304-562	Community Development	6,000
100-0401-513	Comptroller/Treasurer	6,000
100-0501-522	Fire	2,900
100-0601-551	Public Library	12,127
100-0703-553	Parks	8,000
100-0704-552	Swimming Pool	23,000
100-0801-521	Police	48,000
100-0801-521	Police	2,400
100-0901-515	Employee's Safety Committee	200
100-0904-531	Environmental Health	3,132
100-0907-531	Radon Grant	795
100-0909-531	Dental Program	16,544
100-0913-531	Lead Prevention Grant	547
100-0914-531	Immunization Grant	791
100-0915-531	Maternal Child Health	943
100-0916-531	Dental Sealants	6,216
100-0918-531	Bio-Terrorism	10,056
100-0919-531	Twenty-Four/Seven Coverage	46,562
	Total	<u>\$ 233,813</u>

Passed and approved this ____ day of _____, 2013

Donald Merkes, Mayor

Attest:

Deborah A. Galeazzi, City Clerk

EXPLANATION OF CONTINUING APPROPRIATIONS
From 2012 to 2013

<u>Account Number</u>	<u>Purpose</u>	<u>Amount</u>	<u>Requested By</u>
100-0202-512	Springsted Study	10,700	C/T Sassman
100-0204-512	Voting Booths	2,100	Clerk Galeazzi
100-0204-512	Voting Machines	16,000	Clerk Galeazzi
100-0304-562	Engineering/Gilbert Site	10,800	CDD Keil
100-0304-562	Menasha Marketing Strategy	6,000	CDD Keil
100-0401-513	Post Employment Liability Study	6,000	C/T Sassman
100-0501-522	HVAC Upgrade/Concrete Repair	2,900	FC Auxier
100-0601-551	Automatic Carry Over by State Statute	12,127	LD Lenz
100-0703-553	Road Work at Jefferson	8,000	PRD Tungate
100-0704-552	Pool Boiler-2011/2012	23,000	PRD Tungate
100-0801-521	Vehicle Purchases	48,000	PC Styka
100-0801-521	HVAC Upgrade	2,400	PC Styka
100-0901-515	CPR Supplies for Employee Training	200	PHD Nett
100-0904-531	Emergency Preparedness Supplies	3,132	PHD Nett
100-0907-531	Additional Staff Hours	795	PHD Nett
100-0909-531	Additional Staff Hours/Dental Supplies	16,544	PHD Nett
100-0913-531	Additional Staff Hours	547	PHD Nett
100-0914-531	Flu Clinic Hours/Supplies	791	PHD Nett
100-0915-531	Car Seat Technician Certification/Supplies	943	PHD Nett
100-0916-531	Additional Staff Hours/Supplies	6,216	PHD Nett
100-0918-531	Additional Staff Hours	10,056	PHD Nett
100-0919-531	24/7 Emergency Coverage/Communications	<u>46,562</u>	PHD Nett
	TOTAL	<u>\$ 233,813</u>	

RESOLUTION R-6-13

RESOLUTION TRANSFERRING/APPROPRIATING FUNDS

Introduced by Alderman Nichols

WHEREAS, it is necessary for the City of Menasha to transfer funds to cover 2012 Budget overdrafts and to appropriate revenues received but not budgeted,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Common Council concurring that the following budget transfers/appropriations be made:

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>	<u>Amount</u>
To:			
100-0303-542	Dial A Ride	3,200	
100-0305-562	Urban Redevelopment	13,604	
100-0402-513	Assessor	1,214	
100-0408-552	Civic Commemorations	2,540	
100-0414-513	Uncollectable Debt	11,726	
100-0704-552	Swimming Pool	15,109	
100-0705-553	Heckrodt Wetland Reserve	75	
100-0803-521	Community Service Officer	4,864	
100-0804-521	Auxiliary Police	1,247	
100-0805-521	Jail/Prisoner Meal Charge	2,388	
100-0906-531	Prevention Program	1,172	
100-0909-531	Dental Program	17,555	
100-0913-531	Lead Prevention Grant	2,795	
100-0914-531	Immunization Grant	9,012	
100-0915-531	Maternal Child Health	12,070	
100-0916-531	Dental Sealant Program	5,678	
100-0917-531	Quality Improvement Grant	4,650	
100-0918-531	Bio-Terrorism	27,447	
100-0919-531	Twenty-Four/Seven Coverage	383	
100-1001-514	City Buildings	14,198	
100-1003-541	Street Construction/Evcavation	188,339	
100-1008-541	Street Signs/Markings	19,892	
100-1012-541	Street Lighting	31,330	
100-1014-543	Canal Maintenance/Construction	245	
100-1016-543	Refuse Collection/Disposal	4,142	
100-1027-543	Recycling-Solid Waste	2,884	
		<hr/>	
		\$	<u>397,759</u>

From:

100-0000-432.14-00	State Aid-Public Health	41,491
100-0000-492.21-00	Transfer from Steam Utility Operations	36,088
100-0201-512	City Attorney	19,237
100-0202-512	Personnel	32,572
100-0302-542	Valley Transit Subsidy	5,815
100-0304-562	Community Development	11,147
100-0401-513	Comptroller/Treasurer	5,669
100-0501-522	Fire	4,960
100-0701-533	Resthaven Cemetery	8,920
100-0702-552	Parks	18,224
100-0706-561	Forestry	13,152
100-0802-521	Crossing Guard	5,344
100-1002-541	Engineering	95,444
100-1006-541	Snow & Ice Removal	71,005
100-1009-541	Sidewalks/Crosswalks	11,041
100-1013-541	Parking Lots	7,293
100-1018-543	Weed Cutting	10,357
		<hr/>
		\$ 397,759
		<hr/>

Passed and approved this ____ day of _____, 2013

Donald Merkes, Mayor

Attest:

Deborah A. Galeazzi, City Clerk

FISCAL NOTE: This resolution is only to cover those individual accounts which exceeded their budgeted amount or to appropriate revenues received but not budgeted for in the General Fund.

The General Fund, in its entirety, had expenditures in excess of revenues of approximately \$65,000 for 2012.

Jennifer Sassman, Interim Comptroller/Treasurer