

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, June 17, 2013**

**6:00 PM
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL/EXCUSED ABSENCES
- D. PUBLIC HEARING
- E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
(five (5) minute time limit for each person)
- F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
Minutes to receive:
 - a. Board of Health, 4/10/13
 - b. Board of Public Works, 6/3/13
 - c. Committee on Aging, 4/11/13
 - d. Landmarks Commission, 5/23/13
 - e. Personnel Committee, 6/3/13
 - f. Parks and Recreation Board, 5/13/13
 - g. Public Works/Park Safety Committee, 4/23/13
 - h. Safety Committee, 4/4/13
 - i. Water & Light Commission, 5/22/13Communications:
 - j. Kara Homan, 6/7/13; "Connect Communities" Downtown Menasha Workshop Tour & Workshop
 - k. Mayor Merkes, 6/12/13; Fox Cities EDC Presentation "Making Regionalism Work-The Charlotte Story"
 - l. New Alchemy Energy Partners to Mayor Merkes, 5/13/13; Potential working relationship with NAEP
- 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, 6/3/13
Board of Public Works, 6/3/13; Recommends approval of:
 2. Street Use Application – Community First Fox Cities Marathon; Sunday, September 22, 2013; 6:00 AM – 2:00 PM (Community First Credit Union)
 3. Recommendation to Award; West Sedimentation Basin Repair Project; Front Range Environmental; \$47,801.00 (Menasha Utilities)
Personnel Committee, 6/3/13; Recommends approval of:
 4. To adopt the salary range schedule including step increases for Deputy Clerk/Administrative Assistant Position.
- H. ITEMS REMOVED FROM CONSENT AGENDA
- I. ACTION ITEMS
1. Accounts payable and payroll for the term of 6/6/13 to 6/13/13 in the amount of \$821,409.10.
 2. Beverage Operators License Applications for the 2013-2015 licensing year.
 3. Liquor License Applications for 2013-2014 licensing year.

I. ACTION ITEMS, cont'd

4. Due Process Hearing for Liquor License Applications Denied – if necessary
 - a) Stop N Go, LLC, d/b/a Stop N Go, 1200 Plank Road, Menasha
 - b) Beyer Properties LLC, d/b/a Fox Cinema Café, 400 Third Street, Menasha
 - c) Hank's Fifth Ward Tavern, LLC, d/b/a Hank's Tavern, 600 Broad Street, Menasha
 - d) Neenah-Menasha Elks Club #676, 328 Nicolet Blvd., Menasha
 - e) Mr. Taco LLC, d/b/a Mr. Taco, 403 Racine Street, Menasha
 - f) Mr. Frog's Nightclub LLC, d/b/a Mr. Frog's Nightclub, 6 Tayco Street, Menasha
5. [Outdoor Alcoholic Beverage Permit for 2013-2014 licensing year.](#)
6. [First Amendment to Lease and Management Agreement for Heckrodt Wetland Reserve, Dated May 16, 2005](#)

J. ORDINANCES AND RESOLUTION

K. APPOINTMENTS

1. Mayor's reappointment of Ray Zielinski, 602 School Ct., Menasha, to Board of Review for the term of 7/1/2013 to 7/1/2018.
2. Mayor's reappointment of Becky Nichols, 402 Elm St., Menasha, to the Library Board for the term of 7/1/2013 to 7/1/2016.

L. HELD OVER BUSINESS

1. [Tower and ground space lease agreement between City of Menasha and Sprint Spectrum L.P. at 455 Baldwin Street. \(held 6/3/13\)](#)

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 – July 1, 2013 – 6:00 pm
Committee meetings to follow Common Council

Menasha aldermen occasionally attend meetings of this body. It is possible that a quorum of Common Council, Board of Public Works, Administration Committee, Personnel Committee may be attending this meeting. (No official action of any of those bodies will be taken).

**CITY OF MENASHA
BOARD OF HEALTH
Minutes
April 10, 2013**

- A. Meeting called to order at 8:05 AM by Chairman C. Rusin.
- B. Present: Candyce Rusin, Dorothy Jankowski, Dr. Teresa Rudolph, Lori Asmus, Susan Nett
- C. MINUTES TO APPROVE
 - 1. Motion to approve minutes from March 15, 2013 made by D. Jankowski and seconded by L. Asmus. Motion carried.
- D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS
 - 1. Recognition of Dorothy Jankowski for 19 years of service on BOH. S. Nett thanked Dorothy for her many years of service which began in May 1994. In addition to regular board of health meetings, Dorothy also attended NE region WALHDAB meetings on occasion to express concern on health issues of concern for residents of the city.
 - 2. March 2013 Communicable Disease Report distributed. S. Nett reported last month's number of reportable communicable diseases was low in comparison to previous months, especially for sexually transmitted diseases. This may just be due to a back log in reporting from the labs.
 - 3. Influenza Vaccine Update 2013-14 Season. 450 doses of adult vaccine have been reserved. A flu clinic for adults and children will be held on October 24th at BDM school for the annual mass clinic practice with our volunteers. WEA Trust has agreed to reimburse the health department for employee flu shots. Flu vaccine will also be available for school district and Menasha utility employees.
 - 4. Weight of the Fox Valley Summit Update. Two staff from the health department are attending a meeting this morning for next steps following the summit in March.
 - 5. Memory Café Project Update. S. Nett updated board members on the UWO nursing student project for this semester which has been the development of a memory café at the senior center. The senior center will be the fourth host site of a café for the Fox Valley Memory Project.
 - 6. Pertussis Update. S. Nett reported there have been no confirmed cases in the past month but staff are following several suspect cases at this time.
 - 7. Community Health Improvement Plan. S. Nett gave an update on the work of the Fox Valley Community Health Improvement coalition and the initiative addressing obesity.
- E. ACTION ITEMS
 - 1. Review fees for DATCP Agent of the State, for license period 7-1-13 through 6-30-14. S. Nett gave an overview of the revenue and expenditures expected for the new

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licensing period. The current fees will bring in a revenue amount that will cover the budgeted expenses for the retail food program. Motion made by D. Jankowski and seconded by L. Asmus to have the fees for the DATCP Agent of the State remain the same for the license period 7-1-13 through 6-30-14. Motion carried.

2. Review fees for DHS Agent of the State, for license period 7-1-13 through 6-30-14. S. Nett gave an overview on the establishments licensed under this program, and the expected revenues and expenditures for 2013. S. Nett indicated the revenues will cover the expenditures for this program for 2013. Motion made by L. Asmus and seconded by T. Rudolph to keep the current fees for the establishments permitted under the DHS Agent of the State program for 2013. Motion carried.
3. Review fees for Tattoo Parlors for licensing period 7-1-13 through 6-30-14. S. Nett explained currently there is only one establishment permitted and that is located within a medical facility and is doing eyeliner. S. Nett recommends keeping the fees the same for 2013. Motion made by L. Asmus and seconded by D. Jankowski to keep the fees the same for tattoo parlors/body piercing establishments in 2013. Motion carried.
4. Review fees for temporary not for profit food permits for licensing period 7-1-13 through 6-30-14. S. Nett briefly explained that most of those who come in for this permit have already viewed the necessary educational presentation online and then come into the department to get the permit. On a very limited basis, does the sanitarian have to go and do the necessary education onsite. The \$30 permit fee adequately covers the cost for the temporary permit. Motion made by L. Asmus and seconded by D. Jankowski to keep the current fees for the temporary not for profit food permits for licensing period 7-1-13 through 6-30-14. Motion carried.

F. HELD OVER BUSINESS

1. None

G. Motion to adjourn at 9 AM made by L. Asmus and seconded by T. Rudolph. Motion carried. Next meeting May 8, 2013.

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
June 3, 2013
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Taylor at 6:34 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, Captain Halderson, DPW Radtke CDD Keil, Dpty Treasurer Sassman, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [May 20, 2013](#)

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

Motion carried on voice vote.

D. ACTION ITEMS

1. [Street Use Application – Community First Fox Cities Marathon; Sunday, September 22, 2013; 6:00 AM – 2:00 PM \(Community First Credit Union\)](#)

Moved by Ald. Sevenich, seconded by Ald. Benner to recommend to Common Council Street Use Application, Community First Fox Cities Marathon, Sunday Sept. 22, 2013, 6:00 a.m. – 2:00 p.m. (Community First Credit Union)

Motion carried on voice vote.

2. [Recommendation to Award; West Sedimentation Basin Repair Project; Front Range Environmental; \\$47,801.00 \(Menasha Utilities\)](#)

Water Plant Supervisor Gosz explained the contract is to reseal and repair the West Sedimentation Basin at the Water Plant. Last year Front Range Environmental repaired the East Sedimentation Basin and staff was satisfied with the work done.

Moved by Ald. Sevenich, seconded by Ald. Zelinski to recommend to Common Council, Recommendation to Award, West Sedimentation Basin Repair Project, Front Range Environmental, \$47,801.00 (Menasha Utilities).

Motion carried on roll call 8-0.

E. ADJOURNMENT

Moved by Ald. Langdon, seconded by Ald. Keehan to adjourn at 6:40 p.m.

Motion carried on voice vote.

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

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**CITY OF MENASHA
COMMITTEE ON AGING
Minutes
April 11, 2013**

- A. Meeting called to order at 7:49 AM by Chairman J. Klundt.
- B. Present: Mary Lueke, Sue Steffen, John Ruck, Lee Murphy, Joyce Klundt, Jean Wollerman, SueNett
Absent: Peg Malueg
- C. MINUTES TO APPROVE
1. Motion to approve minutes from March 14, 2013 meeting made by S. Steffen and seconded by M. Lueke. Motion carried.
- D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS
1. Senior Center Older Adult Director J. Wollerman reported on the number of visits to the center for March at 1432 which is an increase over the month of February and the second highest number of visits in March since 2007. The weather continues to play a role as to when the senior citizens visit the center, especially if it is snowing or raining. Lack of a covered entrance and parking at a distance make it difficult for senior citizens to safely enter and exit the center. Upcoming events reported by J. Wollerman include the volunteer recognition banquet scheduled for June 5th; spring banquet for April 23rd; and Memory Café on April 18th. The raised garden is still in the planning stages.
 2. Public Health Director S. Nett reported on the UW-O nursing student project for this semester which was to implement a memory café at the senior center. Volunteers for the memory café were trained on April 9th and the nursing students will be hosting the first café on April 18th. The wellness screening for the spring was held on April 9th with 17 participants. Health department staff have evaluated the screening day and will need to increase marketing efforts for more awareness of the screenings offered.
- E. Action Items
1. Next Steps in Architectural Design Project. S. Nett reported that the architect chosen at the last committee meeting was unable to obtain the necessary architect insurance. S. Nett and Greg Keil met and reviewed the next two lowest bids and considering there was only a couple of hundred dollars difference, decided to accept McMahon and Associates since they were already familiar with the project, having done the preliminary design work. McMahon is currently making some color designs of the project to be used in presentations for potential funding. The plan is to begin to secure funding and then do the architectural design project.
- F. HELD OVER BUSINESS
1. Senior Center Mission Statement. J. Wollerman requested this continue to be held.

Motion to adjourn at 8:55 AM made by S. Steffen and seconded by M. Lueke. Motion carried. Next meeting May 9, 2013.

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha Senior Center at 987 N G St 301243 hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA
Landmarks Commission
Council Chambers, 3rd Floor, City Hall – 140 Main Street
May 23, 2013
DRAFT MINUTES

A. CALL TO ORDER

Meeting called to order by Comm. Grade at 4:30 PM.

B. ROLL CALL/EXCUSED ABSENCES

LANDMARKS MEMBERS PRESENT: Commissioners James Taylor, Tom Grade, Paul Brunette, Kristi Lynch, Peg Docter and Ald. Mike Keehan

LANDMARKS MEMBERS EXCUSED: None

LANDMARKS MEMBERS ABSENT: None

OTHERS PRESENT: Kara Homan, Principal Planner

C. MINUTES TO APPROVE

1. **Minutes of the April 25, 2013 Landmarks Commission Meeting**

Motion by Comm. Taylor, seconded by Ald. Keehan to approve the April 25, 2013 Landmarks Commission meeting minutes.

The motion carried.

D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA OR ANY ITEM RELATED TO THE RESPONSIBILITIES OF THE LANDMARKS COMMISSION

1. No one spoke.

E. COMMUNICATIONS

1. **Menasha High School Addition**

PP Homan referred to the memo from CDD Keil regarding a meeting with the architecture firm for the Menasha High School addition. He indicated that they were favorable to involving the Landmarks Commissioners during the design process. Commissioners discussed how they desired to be involved to ensure the addition fit with the historic character of the campus.

F. ACTION ITEMS

1. **None**

G. DISCUSSION ITEMS

1. **Façade Improvement Program Grant/Loan Balance**

PP Homan reported that the balance has remained unchanged at approximately \$11,000.

2. **Landmarks Commission Activities/Projects**

a. **Discover Historic Menasha Photo Contest**

PP Homan indicated that historic entry forms were distributed to all downtown businesses and made available at various city buildings. The contest's deadline was set for May 31, 2013.

Comm. Docter indicated that she has collected all of the business gift certificates and will coordinate with PP Homan for delivery to the winner.

Commissioners inquired about how the scoring would be conducted, whether an answer key had been prepared, and how the winner would be announced.

PP Homan indicated that all scoring would be conducted by Community Development Interns, and the answer key would be acquired from Joe Weidert. A winner would be selected

randomly from the pool of entries with perfect scores by Landmarks Commissioners at their June meeting, and the winner would be presented the shopping spree prize at the second June Common Council meeting.

b. Bridge Tower Museum

PP Homan indicated that the museum had been tidied up and the electronic lock and timer were now programmed and ready to go whenever the museum is to be officially open to the public.

Comm. Grade displayed the banners that will be hung on the tower, and requested PP Homan to inquire with City staff about the means to hang them.

Commissioners discussed the potential for the following items:

- Street banners to be installed on the bridge
- Street lights be adjusted to highlight the banners
- Removal of the display case
- Counting visitors or placing a sign in book
- Placement of a Menasha rug in the entryway
- Additional cleaning/painting
- Mayors introduction/welcome for the video

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

1. No one spoke.

I. ADJOURNMENT

Moved by Comm. Taylor, seconded by Comm. Lynch to adjourn at 5:30 PM.

The motion carried.

Respectfully submitted by PP Homan.

CITY OF MENASHA
PERSONNEL COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
June 3, 2013
MINUTES

A. CALL TO ORDER

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

B. ROLL CALL/EXCUSED ABSENCES

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

ALSO PRESENT: CA/HRD Captain, Captain Halderson, Dpty Treasurer Sassman, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [Personnel Committee, 5/20/13](#)

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

Motion carried on voice vote.

D. DISCUSSION/ACTION ITEMS

1. [Set salary range for Deputy Clerk/Administrative Assistant Position](#)

CA/HRD Captain explained the rationale for the recommended salary range including step increases for the vacant Deputy Clerk/Administrative Assistant position.

Moved by Ald. Nichols, seconded by Mayor Merkes to recommend to Common Council to adopt the salary range schedule including step increases for Deputy Clerk/Administrative Assistant Position.

General discussion ensued on requirements of the job; salary range of other municipalities; job responsibilities.

Moved by Ald. Nichols to amend motion to include in the job description an Associate Degree required, Bachelors Degree preferred.

Ald. Sevenich called for a Point of Order; the job description is not the topic of discussion. Chairman Englebert ruled Point of Order is germane; amendment to motion is out of order.

General discussion continued.

Motion to adopt salary range schedule carried on roll call 7-2.

Ald. Nichols, Taylor, Sevenich, Keehan, Englebert, Benner, Mayor Merkes voted yes.

Ald. Langdon, Zelinski voted no.

2. Moved by Ald. Benner, seconded by Ald. Langdon to Adjourn into Closed Session at 7:35 p.m. pursuant to Wis. Stats. §19.85(1)(c): Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

(Administrative Services Director Position – Prepare Interview Topics)

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

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

CITY OF MENASHA
Parks and Recreation Board
Menasha Public Library, Company E Room – 440 First Street, Menasha
May 13, 2013
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order by Chr. Dick Sturm at 6:05 p.m.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Chr. Dick Sturm, Lisa Hopwood, Nancy Barker, Cindy Schaefer-Kemps

MEMBERS EXCUSED: Sue Pawlowski, Luke Schiller

OTHERS PRESENT: PRD Tungate, PS Maas

C. MINTUES TO APPROVE

1. **Minutes of the April 8, 2013 Park Board Meeting**

Moved by N. Barker, seconded by L. Hopwood to approve the April 8, 2013 Park Board minutes.
Motion carried.

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

Five (5) minute time limit for each person.

No one spoke.

E. COMMUNICATION

1. **E-mail from Laurie Spiegel**

The Board reviewed the email sent by Ms. Spiegel concerning recent garbage concerns in Jefferson Park. It was felt that litter has generally not been a problem in Jefferson Park. A regular staff person had not yet been assigned to the park at the time of the incident and if they had been, the trash would have been picked up sooner. Staff explained the number of garage and recycling containers that are presently in the park. The current container policy has been in place for about 15 years.

F. REPORT OF DEPARTMENT HEADS/STAFF/ OR CONSULTANTS

1. **Department Report – PRD Tungate**

PRD Tungate reported planning for the upcoming pool and summer recreation season is continuing. Gilbert grant has submitted. Results of the application should be known in about two months. Arbor Day celebration at UW-Fox was a success.

2. **Park, Pool and Vandalism Report – PS Maas**

PS Maas reported the Koslo dugouts were tagged with graffiti, many ball games have be lost or rescheduled due to poor weather, regular mowing is occurring, pool prep and tree planting has been ongoing this spring.

G. DISCUSSION

1. **Park System Garbage Can Policy**

The Board felt that no policy change was warranted at this time. PRD will draft a memo explaining this to the Common Council

2. **Pool Study and Jefferson Park/Neighborhood Planning**

PRD Tungate reported that the pool study is near completion. The remaining work on it has to do with some budget projections for possible future design options for the pool. The Mayor, PRD Tungate and Chairman Sturm recently met with a representative from Community Perceptions about perhaps broadening the scope of the planned master plan for Jefferson Park and the surrounding neighborhood. Community Perceptions (also known as School Perceptions) worked with the Menasha School District on the recent high school referendum survey. One idea is that Community Perceptions could help the city develop a broader planning framework to determine what are the most important strategies of improvement the city should be pursuing. Having “exceptional outdoor spaces” could be one of these strategies and the pool and Jefferson Park would logically fit within this category. How and when to incorporate the pool study into this broader planning effort was also discussed. PRD Tungate will keep the Board apprised on this initiative as it moves forward.

3. **Pickelball Court in Smith Park**

PRD Tungate presented some handouts on the sport of pickleball. It’s been called the fastest growing sport no one has heard of. The small tennis court at Smith Park had a set of pickleball lines painted on it years ago. As time permits, staff would like to convert this court into a regular court. Cost would be minimal. The idea would be to have a few balls and paddles available on the honor system at the court for people to try. The current tennis net would have to be replaced. The Board supported the idea of converting the court for pickleball.

4. **Site Visit to New Park off Tana Lane (approx. 7:00 PM)**

a. **Preliminary Public Access into the Park**

The Board made a site visit to the land the city has purchased for a new city park. Staff led the tour and described some ways the park could be made accessible to the public before a more complete development plan is created. It was determined that access paths into the park and seeding and mowing of the open space in the park should occur first followed by a neighborhood input meeting to receive input on what the neighbors would like to see in the park.

H. ACTION ITEMS

1. **None**

I. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

Five (5) minute time limit for each person

No one spoke.

J. ADJOURNMENT

Moved by L. Hopwood, seconded by C. Schaefer-Kemps, to adjourn at 8:12 p.m. Motion carried.



**Public Works / Parks Safety Committee
April 23, 2013
Minutes**

Meeting called to order at 9:05 AM.

Present: Randy Losselyong, Jeff Nieland, Mark Radtke, Adam Alix, Corey Gordon, Todd Drew, Ken Popelka, Vince Maas, Pamela Captain, Kevin Schmahl
Absent: Tim Jacobson, Brian Tungate, Sue Nett

Approval of minutes from March 26, 2013 motion by P. Captain second M. Radtke. Motion passed

B. Old Business

1. **MSDS Sheets electronic program / book availability** – Drew reported that CVMIC is proposing to purchase a MSDS / Haz Comm program which will be available to members. Purchase is pending CVMIC approval likely 2014. Consensus was to wait for CVMIC and put in-house program development on hold.
2. **Leaf Truck – Significant Program Award-** T. Drew will coordinate with employees involved in retro fitting the leaf truck to put together a submission for a CVMIC Program Award. Submissions are due in July.
3. **Public Works Walk Thru** – Quote was requested from McMahon and Associates to calculate the load rating of the cold storage mez.
4. **Bucket Truck anti-slip mat-** rubber mat installed

C. New Business

1. **Monthly Safety Topic** – “Be Aware Danger Lurks out There” regarding citing and reporting suspicious behavior at the work place and in the community.
2. **Injury Review.** – Four injuries reported which covers the past 2 months:
 - Employee strained knee climbing down from a ladder following hanging a sign – Parks Dept. Recommendation: maintain awareness of your surroundings
 - Employee strained back while trying to remove a heating unit. Employee was attempting to lower a heating unit down to the top rail of a scissors lift, when the heating unit shifted.

Employee strained back when he attempted to catch the unit with his leg. Medical attention and lost time resulted.

Recommendation: Use proper engineering controls to handle items such as this.

- Employee strained back while trying to push a dumpster (filled) through snow and ice. Recommendation: Predetermine path, use proper pushing technique, use 2 man if necessary, use other engineering controls. Employee anticipated medical attention as a result of the injury.
 - Employee tripped injuring wrist while operating the chipper. Possible medical attention cited none to date. Recommendation: Maintain awareness of surroundings at all times.
 -
3. **Other new items for discussion** – Request for a safety assessment of the office at the City Garage – customer counter. A. Zemlock MPD will conduct audit, report in May.

D. Training

1. **Hearing screening** – distractions cited, talking, opening and closing doors, etc.
2. **Rigging Training** – Scheduled for April 16th @ 7:30am at the Library in the Company E Room. Training will be conducted by All Lift Systems and will last approximately 2 hours.
3. **Respirator Fit Testing** – Drew requested that 2 sessions be set up and the crew split – sign ups.
4. **Summer Help Training** – Summer Help Training – CVMIC e-learning will not be ready in time. Drew will provide a link to HR to include with initial summer help information. Training should be completed prior to or on the first day.
5. **Other Training Items or Suggestions** – Fire Extinguisher Training, Confined Space Training, Lifting Training – Drew will schedule trainings/refreshers.

E. Motion to adjourn at 10:15 AM made by A. Alix and seconded by P. Captain -



City Hall Safety Committee Meeting

April 4, 2013

MINUTES

Meeting called to order at 1:35 PM by T. Drew

Present: Todd Drew, Sue Nett, Adam Alix, Vicki Lenz, Sue Seffker, Brian Tungate, Kate Clausing, Pam Captain

Excused: Kristi Heim, Vicki Lenz

A. Motion to approve minutes from March 7, 2013 made by A. Alix seconded by P. Captain - Motion carried.

B. Old Business

1. **MSDS Computer Program** – Drew reported that CVMIC is attempting to purchase a MSDS program which would be made available to members. Recommendation is hold until CVMIC makes a decision on the purchase of the CVMIC sponsored program.
2. **City Hall Handicapped Entrance Sign** – Discussion regarding signage. Consensus was to post two signs to clearly designate; signs will be in place by the May meeting.
3. **Summer Help Safety Training** – Drew reported that CVMIC will not have the e-learning programs in place in time to train summer help. Drew will provide M. Brunn with a link to provide to incoming summer employees which is available on the internet.

C. New Business

1. **Monthly Safety Topic** – Safety topic – “Be Aware Danger Lurks Everywhere” regarding identifying suspicious individuals and behavior was distributed and discussed.
2. **Injury Review** – no injuries
3. **Additional items for discussion** – A. Alix discussed concerns of microwave exposure to employees and trades working on the roof of City Hall in front of Cell antennas. Drew and Alix to research and address permissible exposure recommendations – report in May.

D. Training

1. **Office Ergonomics Training** – Requests made to have on-site CVMIC work station audits. Drew to schedule
2. **Hearing Screening** – Screening will be conducted at the Health Department parking lot on April 4, 2013 – affected employees will sign up for a designated time.

3. **Fire Extinguisher Training** – Drew will contact M. Sipin NM Fire to schedule training for late spring at DPW garage.
4. **New training items for discussion** – No new items discussed.

E. Motion to adjourn at 1:55 PM by K. Clausing seconded by S. Sefker - Meeting adjourned.

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

May 22, 2013

Draft

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 8:03 A.M., with Commissioners Roy Kordus, Don Merkes, and Joanne Roush present on roll call. Also present were Melanie Krause, Interim General Manager; Tim Gosz, Water Plant Supervisor; Kristin Hubertus, Business Operations Accountant; Paula Maurer, Customer Services Manager; Lonnie Pichler, Electric and Water Distribution Supervisor; and John Teale, Technical Services Engineer.

Those absent were: Commissioner Dan Zelinski and Project Engineer Grenell.

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

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

- A. Minutes of the Regular Meeting of April 24, 2013
- B. Minutes of the Special Meeting of May 8, 2013
- C. Approve and warrant payments summarized by checks dated May 2 - 22, 2013, which include Net Payroll Voucher Checks, and Operation and Maintenance Voucher Checks for a total of \$418,700.43, and Operation and Maintenance Vouchers and Rebates to be paid prior to the next Regular Meeting. Motion approved unanimously on roll call
- D. Correspondence as listed:
 - Copy of Tour Invite for the Richland Center Renewable Energy (RCRE) industrial wastewater treatment facility scheduled June 11
 - Copy of letter dated May 8, to Public Service Commission Re: Territorial Agreement filing
 - Copy of thank you letter from WPPI Energy Re: Advocacy to Preserve Tax-Exempt Municipal Financing
 - Copy of WPPI Energy Orientation session schedule for June 6
 - Copy of registration materials for MEUW's 84th Annual Conference
 - Copy of Step up to the Challenge sign-up sheet Re: Menasha Utilities & City of Menasha joint walking challenge

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

Item V. Purchase Orders over \$10,000.00 issued since the last Commission meeting were presented for informational purposes. A Request for Quotations summary was added for purchase order #7592.

Item VI. Unfinished Business, 2013 Commission Meeting Calendar – after discussion the motion by Comm. Roush, seconded by Comm. Merkes was unanimous on voice vote to approve the commission calendar as presented.

Strategic Plan – Interim General Manager Krause presented the Management’s recommendations of changes for the next strategic budget cycle.

Comm. Roush recommended the inclusion of collaboration of departments within the utilities and city; training and cross training; analysis of benefits, risks and costs of creating a water department; and development of organizational core values incorporating the Springsted suggestions of Strategy, Leadership and Relationships. She also questioned how the Utilities could partner with the city to build and stabilize revenues for both entities in terms of economic development.

Comm. Merkes suggested adding development of the customer base by looking into the future of the market place and the changing customer demographics.

GM Position Update – Comm. Allwardt stated the General Manager job description has been updated and an advertisement has been created that will run in the paper and web-based publications. The commission will conduct a search until August 15th. If a qualified candidate is not found, the commission will consider an outside agency.

Springsted Study – Mrs. Krause reported there were no major changes within the final Springsted report issued.

Comm. Roush commented on the city making a good investment in the Springsted study; stating that significant value could be obtained by using the study as a template to help create a new culture and framework for working more effectively within the utility.

Comm. Merkes added the city has begun implementing a shared vision of a partnership with the utility and requested the Springsted study and strategic plan be brought back onto the agenda every 6 months for discussion.

The motion by Comm. Roush, seconded by Comm. Merkes was unanimous on voice vote to accept the final report from Springsted as presented.

Mrs. Krause brought up the possibility of a joint common council/utilities commission meeting, in September with WPPI, to give better understanding of WPPI and shared services. A date will be set and information will be sent to both boards.

Item VII. New Business, Bids for West Basin Repair – Water Plant Supervisor Gosz reviewed the bid opening held on May 16, 2013. One bid was received from Front Range Environmental in the amount of \$47,801. There is a one year warranty on the work performed and the expected service life of the repair is estimated at 20-25 years.

The motion by Comm. Roush, seconded by Comm. Kordus was unanimous on roll call to award the bid for the West Basin Repair contract to Front Range Environmental in the amount of \$47,801. The Commission also recommended the Board of Public Works approve award of this bid to Front Range Environmental and then forward it to the Common Council for approval.

Item VIII. Strategic Reports, Monthly Strategic Initiative Update - Mrs. Krause detailed the changes made to replace the previous staff reports with a monthly strategic initiative update in order to bring the strategic plan to the forefront. Items in red are the 5 strategic initiatives identified in the strategic plan. Key items embedded in the previous staff reports were incorporated into the new format. Updated project information will be recognized in the Financial and Project Status Reports as bulleted items within the project status report.

Comm. Roush questioned the calls received about the Home Energy Report sent in late March. Customer Services Manager Maurer stated most were informational calls concerning prior and current year usage differences. Customer service staff directed the customers to resources for improving home efficiency.

Comm. Roush asked to have any issues of concern or projects delays added to the Monthly Strategic Initiative Update. She also questioned the rate case coming in lower than requested.

Mrs. Krause stated part of the difference was a change in kilowatt hours from the original filing. The remaining difference is due to larger expenses, included in the budget, that the PSC amortizes over two or more years instead of one. Due to the PSC continuing work on the Cost of Service Study, the rate case will not go into effect in June as budgeted.

April Financial and Project Status Reports – Business Operations Accountant Hubertus reported electric consumption is slightly under budget. Year-to-date revenues are lower than budget due to a combination of cost of power, ECA, DCA and PCAC rates. Net operating income was higher than budget driven mainly by lower distribution and administrative costs. Timing issues, revolving around project closings, resulted in a higher than budgeted depreciation expense.

Staff is continuing to monitor delayed projects on the Project Status Report. The actual labor expense for emergency/unscheduled projects is significantly higher than budget because of the April 10th ice storm.

Comm. Allwardt requested the wording “no change” be added to the beginning of the comments section of the Project Status Reports if no changes are noted from the previous month.

The water loss ratio is higher than normal and is being monitored by the distribution department for possible leaks in the system. A timing issue, related to a few large maintenance projects being delayed until fall, has resulted in a higher than budget net operating income. Chemical costs are under budget by \$5,147.

Mr. Gosz commented that the man-down system is up and running with better than expected results and the Source Water Study is in the 2nd week of testing.

After discussion, the Commission accepted the April Financial and Project Status Reports as presented.

Commissioner Merkes departed at 9:25 am.

Project Reports, Water Plant Projects – Mr. Gosz reported the utilities are waiting for the cell phone companies to remove their equipment from the water tower that is planned for demolition. High Lift Pump #2, damaged during start-up, is undergoing repairs.

Metering Practice & Plan – Mrs. Krause reported that subcommittee levels have been created using each member of the original team as leaders for the new committees. The service manual and billing practices are being updated using this new format. Chapman has continued to be present in April and May.

Item X. No one from the gallery was heard on any items discussed at this Meeting.

Item XI. The motion by Comm. Roush, seconded by Comm. Allwardt, was unanimously approved on roll call to adjourn at 9:40 a.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.

\\comm\minute form.doc



MEMORANDUM

TO: Menasha Common Council
FROM: Kara Homan, AICP, Principal Planner *KH*
DATE: June 7, 2013
RE: **"Connect Communities" Downtown Menasha Tour & Workshop**

Earlier this year, Menasha was selected to be part of the Wisconsin Economic Development Corporation's (WEDC) "Connect Communities" Program. I have attached a brochure to provide you with more information regarding this program.

As a result of the "Connect Communities" designation, Naletta Burr, Community Account Manager for the WEDC, will be visiting Menasha to conduct a Downtown Walking Tour/Assessment and assist us in hosting a Downtown Workshop. These events will be taking place on Wednesday, June 19, 2013. The workshop and tour are designed to identify and prioritize key issues and opportunities for downtown. This information will be used in the future to develop strategies and recommendations to help us further improve the vitality of Menasha's downtown.

As a member of the Menasha Common Council, I'm excited to invite you to participate in both the Downtown Walking Tour and the Workshop. The details on the tour and workshop are below.

1. **Downtown Menasha Walking Tour & Assessment**
DATE: Wednesday, June 19, 2013
TIME: 4:00 PM - 5:00 PM
LOCATION: Depart from Menasha Senior Center (116 Main Street).

2. **Downtown Menasha Workshop***
DATE: Wednesday, June 19, 2013
TIME: 5:00 PM
LOCATION: Menasha Senior Center, 116 Main St
**More details regarding the workshop can be found in the enclosed flyer.*

RSVP requested: Please contact me at khoman@ci.menasha.wi.us or 967-3652 to indicate if you will be available to attend these events.



MAKING CONNECTIONS

Downtowns and urban commercial districts play an important role in their communities and in Wisconsin's overall economy, functioning not only as prominent employment and business centers, but oftentimes standing as the historic foundation of the municipalities they serve. They are the center of local government, providing a meeting place for the community. These places where people congregate to do business, attend events, or simply enjoy contact with their neighbors add vitality to an area that improves the quality of life for residents and visitors.

Successful commercial districts don't just happen. They need to be planned and nurtured. Their prosperity requires interest and action from many stakeholders who share a vision for the community. Where do you start? Who needs to be involved? What resources will be required to succeed?

These questions and more form the basis of the Wisconsin Economic Development Corporation's (WEDC's) Connect Communities Program.



201 West Washington Avenue
PO Box 7970
Madison, WI 53707-7970
(608) 210-6840
inwisconsin.com

COMMON COUNCIL 6/17/13 PAGE 19



CONNECT COMMUNITIES

RESOURCES FOR YOUR
DOWNTOWNS AND URBAN
COMMERCIAL DISTRICTS



SHARED GOALS

Connect Communities offers technical assistance and networking opportunities to local leaders interested in revitalizing their downtown or urban commercial districts. It also provides access to additional financial and technical assistance programs.

Because no two districts are identical, Connect Communities, like all WEDC programs, is adaptable to downtowns and urban commercial districts of all sizes. Connect Communities complements WEDC's very successful Main Street Program. In fact, successful Connect Communities may choose to apply for Wisconsin Main Street status.

Connect Communities helps local planners leverage the unique assets of their downtowns and urban districts. While the characteristics of each community may differ, Connect Communities participants share an interest in creating economic vibrancy within their districts. The goal is to reduce sprawl while spurring business and residential growth.

AVAILABLE SERVICES

Communities selected to participate in the Connect Communities Program will have immediate access to resources that will help them get started with a commercial revitalization effort. You will also benefit from interaction with WEDC's experienced staff and the leaders in the Connect Communities network. Connect Communities services include:

- A ListServ/Network Group to get new ideas from staff and other participating Connect Communities
- Participation in one Main Street Executive Director Workshop each year with a focus on a downtown revitalization topic. Past topics have included business recruitment, volunteer development and branding
- An on-site visit from one of WEDC's community development staff to assist in identifying needs and offering assistance
- An on-line open house to get your questions answered by experts
- Training for your downtown director or board president
- Roundtable discussion groups on pertinent topics held once every year
- Possible opportunities to link college/university student projects to your downtown/urban commercial district needs
- Access to WEDC's downtown development library
- Access to resources and training materials that have been developed for Wisconsin Main Street communities
- Invitation to the annual Main Street Awards Program, plus eligibility to nominate a project for a Connect Communities award
- Webinars/Regional Training

PROGRAM REQUIREMENTS

- Must have an organization that focuses on downtown/urban commercial district issues
- Signed agreement with WEDC
- Reporting (twice a year)
- Must have access to computer with required software
- Must commit to majority of training opportunities
- Annual fee: \$200

APPLICATION AND SELECTION

- Up to 20 communities selected each year
- Renewal application every two years
- Scoring based on:
 - Strength of committee/organization
 - Need for assistance
 - Clearly defined downtown/urban commercial district
 - Local resources available
 - Potential
- If your community is interested in learning more, please contact us at (608) 210-6840.
- To apply to be one of our Connect Communities visit www.inwisconsin.com/connectcommunities

Wednesday, June 19, 2013

Downtown Menasha Workshop

Downtown business owners, elected and appointed officials and members of the public are invited to attend!



Guest Presenter:

Naletta Burr

As Northeast Wisconsin's Community Account Manager for the Wisconsin Economic Development Corporation (WEDC), Naletta Burr helps connect communities to resources that can help them thrive. With over 14 years experience in community, economic, and downtown redevelopment, Naletta is an expert in finding creative solutions to community problems. Naletta previously worked as the Executive Director for On Broadway, Inc., helping to revitalize the historic Broadway District located on the west side of Green Bay's downtown.



Agenda

- Welcome & Overview
- Focus Groups Sessions
- Group Report & Issue Prioritization
- Guest Presenter: Naletta Burr, WEDC
- Next Steps

Light Snacks & Refreshments Provided!

Share your ideas, opinions, and thoughts about downtown Menasha. Your input is vital as we develop a vision to make Menasha's downtown a vibrant and thriving place.

Wednesday, June 19, 5:00 PM

Menasha Senior Center, 116 Main St.

To ensure adequate seating and refreshments, **please RSVP** to khoman@ci.menasha.wi.us or 967.3652



This workshop is being held as part of Menasha's recent designation to the WEDC's "Connect Communities" Program. For more information on this program, visit: <http://tinyurl.com/ConnectCommunities>



To: Members of the Common Council
From: Donald Merkes, Mayor
Date: 12 June 2013

Re: Fox Cities EDC Presentation “Making Regionalism Work – The Charlotte Story”

The Fox Cities EDC is hosting an event that will focus on regional collaboration and strategic partnerships that really work. There is no better way to express the benefits of regionalism than to bring someone in that is doing it well. Being that Menasha is a contributing member of the partnership it would be beneficial to have elected officials representing us at this event. This is an opportunity for our elected officials to learn more about a successful economic development partnership in a different area of the country.

Ronnie Bryant, President & CEO of the Charlotte Regional Partnership will share stories of the success and challenges that they have had in Charlotte. Charlotte has been internationally recognized as one of the most successful, thriving regions in the entire United States. Ronnie has been a driver of this success and continues to focus on working as a region and building collaborative partnerships. He is willing to share some of his great secrets of success. If you would like more information on Ronnie or his organization, please visit his website, www.charlotteusa.com.

Making Regionalism Work – The Charlotte Story
July 16th
The Marq – 3177 French Road, DePere
Registration and Breakfast – 7:15 a.m.
Program – 8:00 to 9:00 a.m.
Q&A – 9:00 to 9:30 a.m.
Cost for attendees - \$20 per person

This is a great opportunity, I hope you will attend. If you have any questions, please contact Shannon Full either by phone at (920)734-7101 or by email at sfull@foxcitieschamber.com

Contact Debbie Galeazzi if you would like to be registered for the event.

NEW ALCHEMY ENERGY PARTNERS
5378 STERLING DRIVE , BOULDER CO , 80301
WWW.NEWALCHEMYENERGYPARTNERS.COM

May 13, 2013

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

Dear Don,

I am writing to inform you that New Alchemy Energy Partners (NAEP), a new and forming infrastructure fund, is now formally entering the market with the hopes of developing a sizeable and attractive pipeline of projects. This letter also comes with the intent to express our desire to develop a working relationship.

NAEP is currently pursuing a private equity investment strategy with the intent to take advantage of preferential tax treatment and capital market opportunities. Additionally, one of NAEP's goals is to provide capital to power generating assets and efficiency developers and their projects with the hopes of also building a lasting relationship.

NAEP has generated a list of potential projects and we are now pursuing relationships between NAEP and the developers of these potential projects. The executive managers at NAEP hope that we can develop projects together that take advantage of utility incentive programs, opportunities in regions facing new regulatory oversight, and facilities with aging assets/assets in need of retrofits.

The objective is to achieve greater returns than comparable funds in the energy sector by leveraging a superior pipeline of projects and the expertise of our management teams.

At this time, the NAEP team is requesting preliminary financial information and relevant supporting details about the individual projects to be placed under consideration for future investments.

NAEP would like to begin the process of gathering information on the potential for us to work together in the near future in whatever capacity is most beneficial for our prospective partnership.

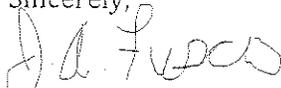
If you believe that a potential working relationship with NAEP could benefit your company, please send our analyst, Brandon (His contact info in below), information pertaining to projects that you would like us to consider for future investments. Thank you for copying me on any information you send to our analyst.

NEW ALCHEMY ENERGY PARTNERS
5378 STERLING DRIVE, BOULDER CO, 80301
WWW.NEWALCHEMYENERGYPARTNERS.COM

Brandon Shenfield, Analyst
brs@newalchemyenergypartners.com

I look forward to your response.

Sincerely,



John A. Fusco

Senior Associate/General Partner
New Alchemy Energy Partners

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ADDRESSED AND MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL OR PRIVILEGED.
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copying of this communication is prohibited. If you have received this communication in error,
please notify me immediately, permanently delete the original and any copy of this message from
your system and destroy any printout thereof. Thank you.

CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, June 3, 2013
MINUTES

DRAFT

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Langdon, Keehan, Zelinski, Englebert, Benner, Nichols, Taylor, Sevenich
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, Captain Halderson, DPW Radtke, CDD Keil,
Dpty Treasurer Sassman, LD Lenz, Clerk Galeazzi
DEPT. HEADS EXCUSED: PHD Nett, PRD Tungate

D. PUBLIC HEARING

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

(five (5) minute time limit for each person)
No one spoke.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

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

Minutes to receive:

- a. [Administration Committee, 5/20/13](#)
- b. [Board of Public Works, 5/20/13](#)
- c. [Library Board, 5/16/13](#)
- d. [Neenah-Menasha Fire Rescue Joint Fire Commission, 5/22/13](#)
- e. [Neenah-Menasha Sewerage Commission, 4/23/13](#)
- f. [Personnel Committee, 5/20/13](#)
- g. [Plan Commission, 5/21/13](#)

Communications:

- h. [Mayor Merkes, 5/22/13; Weed Commissioner Appointment](#)
- i. [Menasha Utilities, Customer First! The Wire Newsletter, 5/2013](#)
- j. Neenah-Menasha Sewerage Commission Powerpoints, [4/23/13](#) and [5/28/13](#)
- k. [Mayor Merkes to Representatives, 5/29/13; Open Book Requirements for Municipalities](#)

Moved by Ald. Benner, seconded by Ald. Langdon to receive Minutes and Communications A-K.
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, 5/20/13](#)
- Administration Committee, 5/20/13; Recommends approval of:
2. [Accept quote of The Post Crescent as the official City newspaper, May 2013-May 2014.](#)
 3. [Agreement with Spielbauer Fireworks Co., Inc for fireworks programs on July 4, 2013 and July 4, 2014](#)

Ald. Zelinski requested to remove item 1 from Consent Agenda.

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

H. ITEMS REMOVED FROM CONSENT AGENDA

Moved by Ald. Zelinski, seconded by Ald. Taylor to approve Consent Agenda item 1, Common Council minutes of 5/20/13.

Discussion ensued on expenditures from accounts payable and payroll of 5/16/13.

Motion carried on roll call 8-0.

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 5/20/13-5/30/13 in the amount of \\$805,891.78.](#)

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

Discussion ensued on expenditures.

Motion carried on roll call 8-0.

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

Moved by Ald. Nichols, seconded by Ald. Taylor to approve list of Beverage Operators License Applications for the 2013-2015 licensing year as submitted.

Motion carried on roll call 8-0.

3. [Liquor License Applications for 2013-2014 licensing year.](#)

Moved by Ald. Nichols, seconded by Ald. Keehan to approve Liquor License Applications for the 2013-2014 licensing year as submitted.

Motion carried on roll call 8-0.

4. [“Class B” liquor license application for S&S Jaber LLC, d/b/a Luigi’s Pizza & Pasta, 332 Ahnaip Street, Menasha, Gianna Jaber/Agent to deal in intoxicating liquor and fermented malt beverages, July 1, 2013-June 30, 2014](#)

Moved by Ald. Nichols, seconded by Ald. Langdon to approve “Class B” Liquor License Application for S&S Jaber LLC, d/b/a Luigi’s Pizza & Pasta, 332 Ahnaip Street, Menasha, Gianna Jaber/Agent to deal In intoxicating liquor and fermented malt beverages, July 1, 2013-June 30, 2014.

Motion carried on roll call 8-0.

5. [Outdoor Alcoholic Beverage Permit for 2013-2014 licensing year.](#)

Moved by Ald. Keehan, seconded by Ald. Langdon to approve Outdoor Alcoholic Beverage Permit for 2013-2014 licensing year as submitted.

Motion carried on roll call 8-0.

6. [Accept Springsted Incorporated Succession and Efficiency Final Report](#)

Moved by Ald. Nichols, seconded by Ald. Keehan to accept Springsted Incorporated Succession and Efficiency Final Report

Discussion ensued on implementing recommendations from the report.

Motion carried on roll call 8-0.

7. Tower and Ground Space Lease Agreement between City of Menasha and Sprint Spectrum L.P. at 455 Baldwin Street.

CA/HRD Captain reported this agreement is similar to the agreement with Airadigm Communications for a cell tower at the Public Works Facility. There are a few provisions of the agreement that need to be worked out.

Moved by Ald. Benner, seconded by Ald. Langdon to hold this item.

Item held.

J. ORDINANCES AND RESOLUTION

K. APPOINTMENTS

1. Mayor Appointment of Alderman Langdon to Parks and Recreation Board, June 3, 2013-April 14, 2014
Moved by Ald. Sevenich, seconded by Ald. Keehan to approve appointment of Ald. Langdon to Parks and Recreation Board.

Motion carried on voice vote.

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. Keehan to adjourn at 6:30 p.m.

Motion carried on voice vote.

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



STREET USE APPLICATION

Event: Community First Fox Citrus Marathon
 Presented by Kimberly Clark
 Sponsored by: Community First Credit Union
 Responsible Person: Jesse Drake, Race Operations Manager
 Address: P.O. Box 1315
Appleton, WI 54912-1315

Street Use Date: 9/22/2013
 Start Time: 6:00 AM
 End Time: 2:00 PM
 Number of Units: 5,000+ participants
 (Parades)

Email Address: jesse.drake@communityfirstwi.org Phone: (920) 882-5219 (office)
(920) 450-2083 (cell)
 Street Route: Start Line: VW-Fox Valley, Finish Line: Riverside Park, Neenah
 Description of Use (attach map) See enclosed map & explanations

Liability Insurance has been secured in the amount of \$ 2,000,000 with the City of Menasha named as the additional insured. This is primary insurance.
 Insurance Company Parmbek Insurance Agency Policy No. CP3195181
 (Attached are samples of the certificate of insurance and endorsement, each naming the City of Menasha as additional insured)

Date: 3/1/2013 Applicant's Signature: [Signature]

add #9029
CS

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: 6-17-13
 Approved: _____ Denied: _____

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



2013 Community First Fox Cities Marathon Start Line:

UW-Fox Valley, Midway Road – Menasha

- Requesting Midway Road from University Avenue to Hwy. 10/Oneida Street to be closed (all 4 lanes) to traffic from 5:30 a.m. until 7:15 a.m.
 - State Patrol will secure the Oneida St/Midway Rd intersection
- City of Menasha Police officers (in conjunction with the Town of Menasha Police officers) are needed at Midway Rd/University Ave intersection to direct traffic into UW-Fox Valley and Sabre Lanes parking lots (as well as traffic and shuttle busses south on University Ave.)
 - Time Frame: 5:30 – 7:15 a.m.



Map of:
Menasha, WI

Notes



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2013 Community First Fox Cities Marathon (City of Menasha section):

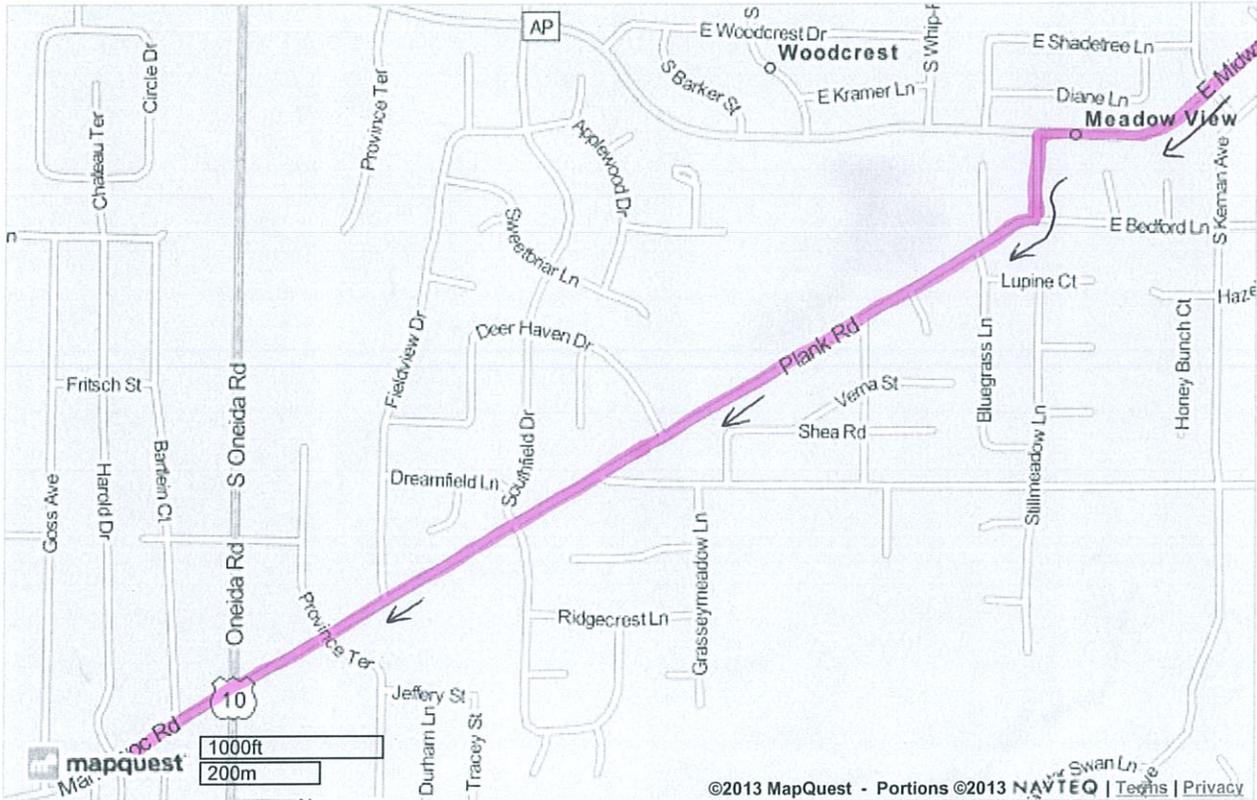
The Fox Cities Marathon will re-enter the City of Menasha on Manitowoc Road and exit the City of Menasha at the Walnut St/Nicolet Blvd intersection – entering the City of Neenah.

- Please place traffic cones on the left side of the road (allowing for the runners lane width to be HALF of the width of the entire road) – runners will be running on the left-hand side, against the normal flow of traffic. This arrangement will continue to allow traffic as well as provide runners a safe part of the road during the race.
- Please place 'No Parking' signs where it is not already prohibited, on all roads of the Marathon route
 - Manitowoc Road/Plank Road
 - Melissa Street
 - 7th Street
 - London Street
 - Konemac Street
 - 3rd Avenue
 - Jefferson Park
 - Broad Street (running the wrong way on the 1-way street)
 - Racine Street (over Racine Street Bridge – left hand and middle lanes reserved for runners, 1-way traffic only allowed across Bridge – northbound traffic only)
 - Ahnaip Street
 - Walnut Street



Map of:
Menasha, WI

Notes

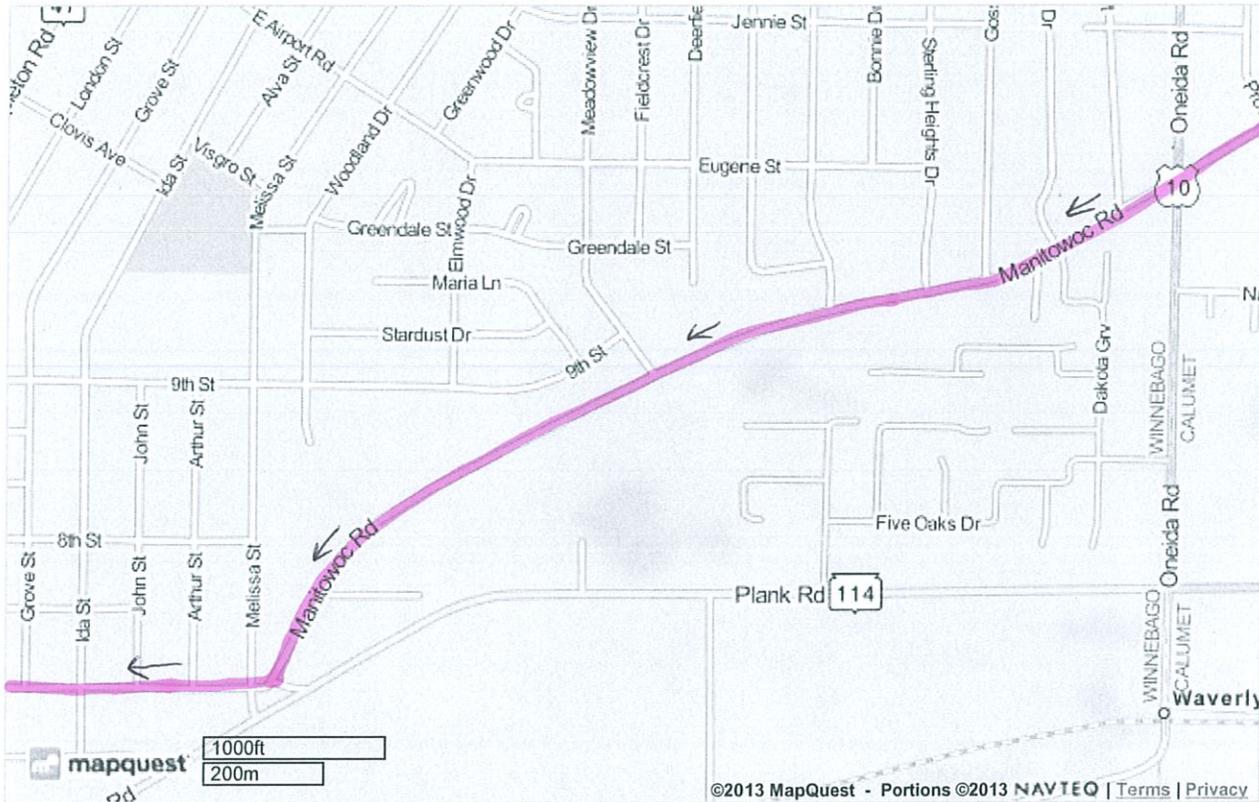


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Map of:
Menasha, WI

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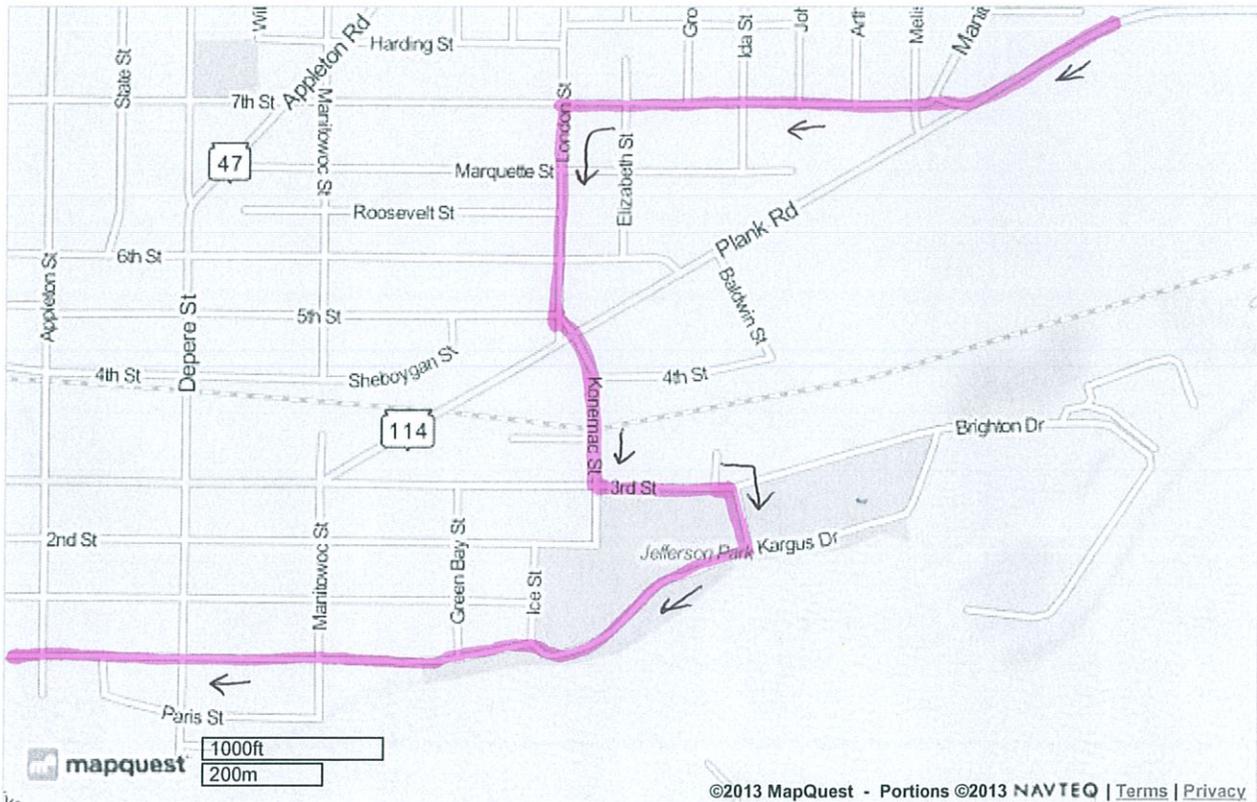


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Map of:
Menasha, WI

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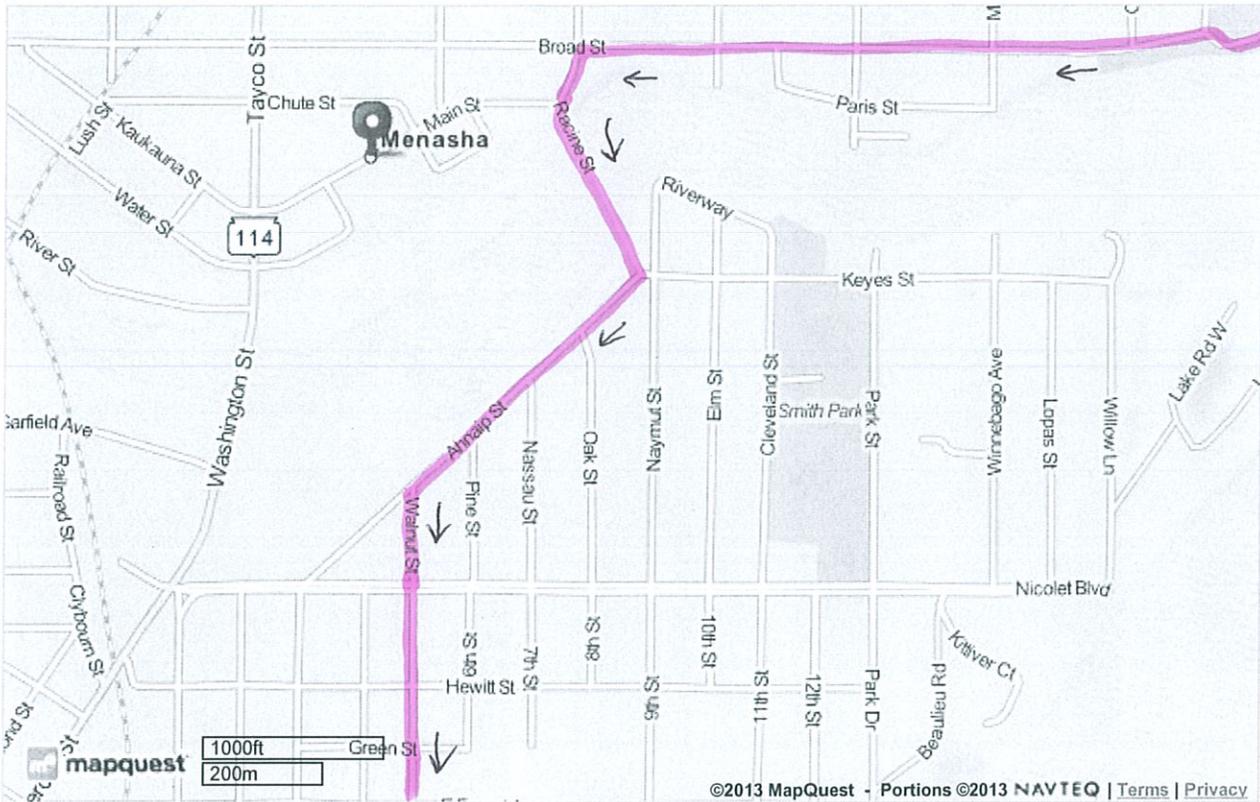


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MEMORANDUM

TO: Mark Radtke, Director
Public Works

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

DATE: May 22, 2013

SUBJECT: Recommendation for Award

At the Regular Meeting of the Menasha Utilities Commission on May 22, a motion was approved requesting the Board of Public Works recommend to the Common Council authorization of award of the West Sedimentation Basin project to the low bidder, Front Range Environmental in the amount of \$47,801.00 for West Basin repairs. Front Range Environmental was used for the East Basin repairs that were authorized by the Board of Public Works and Common Council in December of 2012.



Date: Thursday, May 16, 2013

To: Menasha Utility Commission

From: Timothy Gosz Water Plant Supervisor

RE: West Sedimentation Basin Repair Project

On May 16, 2013 at 2:00 pm we opened bids for our West Sedimentation Basin Repairs item 1 in the Water Plants Capitol Budget. There was only one bid submitted, that was from Front Range Environmental for \$ 47,801. Front Range Environmental is the company that did the repairs on our East Sedimentation Basin. We were very satisfied in the job Front Range Environmental did on the East Basin. The amount budgeted for the project was \$100,000. Therefore it is my recommendation to award the West Sedimentation Basin Repair project to Front Range Environmental in the amount of \$47,801.



MEMORANDUM

May 30, 2013

TO: PERSONNEL COMMITTEE

FROM: PAMELA A. CAPTAIN, CITY ATTORNEY/PERSONNEL DIRECTOR

RE: DEPUTY CLERK/ADMINISTRATIVE ASSISTANT POSITION

Due to the position vacancy in the Mayor/Clerk's office we have been reviewing the salary structure of the Administrative Assistant-Mayor/Clerk and Deputy City Clerk (Adm. Asst.) position. We are recommending a change to the salary structure. The current salary structure with step increases spans a period of 25 years. The request is to change the salary structure to the same step increase schedule as that adopted for the other clerk positions (formerly 1035B Pay Range) which spans a period of 42 months. The request is also to change the rate of pay.

The latest hourly wage paid for this position was \$40,199.00 annually or approximately \$20.61 per hour and the employee was employed by the city for approximately 9 years.

This recommendation is based upon a review of the position requirements including: High school or equivalent graduate, Associates Degree preferred; 3 years administrative assistant experience; ability to successfully complete and maintain Wisconsin Municipal Clerks Institute Certification and Notary Public. The recommendation is also based upon the split of Administrative Assistant and Deputy Clerk duties as follows: 40% Adm. Asst./60% Deputy Clerk. Finally a review of the wages for similar positions in the Fox Valley and surrounding area was also considered, including: Cities of Neenah, Appleton, Kaukauna, Villages of Little Chute and Sherwood and Towns of Menasha and Grand Chute. The wages for similar positions in the Fox Valley and surrounding area range from \$15.35 hr. (25% clerk/75% admin.) to \$25.65 hr. (100% clerk).

REQUESTED MOTION: To adopt the Pay Range Schedule, including Step Increases, for the Administrative Assistant/Deputy Clerk position on ATTACHMENT 1.

Proposed Pay Range Schedule		increase		2.5%		1.0% 2012		1.5% 2013						
		Effective 1-1-2013												
Dept	Classification	Hiring Rate	Begin 7th Mo.	Begin 19th Mo.	Begin 31st Mo.	Begin 43rd Mo.								
Mayor/Clerk/CA	Adm.Asst./Deputy Clerk	17.99	19.10	20.24	21.35	22.51								
Current Salary Range		MIN	1	2	3	4	5	7	9	11	13	15	20	25
City Atty/Pers	Admin Asst-Mayorr/Clerk	41,100	42,000	43,000	43,900	44,800	45,700	46,200	46,600	47,100	47,500	48,000	49,100	50,300
		\$21.07					\$23.43							\$25.79

City of Menasha Disbursements

Accounts Payable	6/6/13-6/13/13 Checks # 37486-37636	\$ 645,437.11
Payroll	6/13/13	<u>\$ 175,971.99</u>
	Total	<u><u>\$ 821,409.10</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: 6/6/2013

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
ACC PLANNED SERVICE INC	37486	6/6/2013	10679	100-0801-521.24-03	173.28	police Dept/Service
				100-0501-522.24-03	115.52	Police Dept/Service
			Total for check: 37486			
ACCURATE	37487	6/6/2013	1306812	731-1022-541.30-18	45.75	Nut/Washers
			1307019	731-1022-541.30-18	100.51	Tape/Belt/Brush/Drill
			Total for check: 37487			
AEROLOC INCORPORATED	37488	6/6/2013	1105	100-0704-552.24-03	910.00	Ceiling Scrapping
Total for check: 37488				910.00		
AMERICAN COURT OFFICES LLC	37489	6/6/2013	AMERICANCOURT	490-1009-541.82-02	350.00	Midway Rd Easement Parcel #760165800
					Total for check: 37489	
ARK MEDIA GROUP	37490	6/6/2013	2088	492-0304-562.21-10	5,000.00	Phase 3 Marketing Lake Park
					Total for check: 37490	
BADGER HIGHWAYS CO INC	37491	6/6/2013	159618	625-1010-541.30-18	171.94	Cold Mix
				100-1003-541.30-18	110.40	Cold Mix
				Total for check: 37491		
BADGER LAB & ENGINEERING INC	37492	6/6/2013	INV000053067	601-1020-543.21-02	315.00	Report #1304344
					Total for check: 37492	
KYLE BENZ	37493	6/6/2013	HATTIEMINOR	822-0413-554.30-16	250.00	Hattie Minor Scholarship
					Total for check: 37493	
BLUE PRINT SERVICE CO INC	37494	6/6/2013	59996	100-1002-541.30-18	68.42	Supplies

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BLUE PRINT SERVICE CO INC...	37494...	6/6/2013...	59996...	625-1002-541.30-18	22.80	Supplies
			Total for check: 37494		91.22	
BMO HARRIS BANK NA	37495	6/6/2013	4034499	100-0202-512.21-06	260.00	
			Total for check: 37495		260.00	
BRAZEE ACE HARDWARE	37496	6/6/2013	022085	100-1001-514.30-15	22.98	Cutter Tube/Wheel
			Total for check: 37496		22.98	
BROCK WHITE COMPANY	37497	6/6/2013	12305832-00	100-0703-553.24-03	68.52	Epoxy Gel
		6/6/2013	12305878-00	625-1010-541.30-18	438.99	Milwaukee & Melissa Drain Tubes
			Total for check: 37497		507.51	
BRUCE MUNICIPAL EQUIPMENT INC	37498	6/6/2013	5131682	731-1022-541.38-03	505.42	Dirt Shoe Runner Clamp Angle
			Total for check: 37498		505.42	
CAPITOL CREDIT UNION	37499	6/6/2013	CAPITOLCU	490-1009-541.82-02	150.00	Midway Rd Easement Parcel #740077605
			Total for check: 37499		150.00	
CAREW CONCRETE & SUPPLY CO INC	37500	6/6/2013	932649	625-1010-541.30-18	80.00	Bag
			Total for check: 37500		80.00	
CONGER TOYOTALIFT	37501	6/6/2013	00043180	731-1022-541.29-04	233.63	Service
			Total for check: 37501		233.63	
CRESCENT ELECTRIC SUPPLY COMPANY	37502	6/6/2013	087-442343-00	207-0707-552.24-03	112.94	Incandescent Rough Serv
		6/6/2013	087-442819-00	100-1001-514.24-03	559.96	Fuse/Panel
		6/6/2013	087-445334-00	100-0703-553.30-18	382.80	Philips Lamp
		6/6/2013	087-445474-00	100-0704-552.24-03	40.89	Clamp

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CRESCENT ELECTRIC SUPPLY COMPANY...	37502...	6/6/2013	087-446525-00	100-0704-552.24-03	11.29	Clamp
			Total for check: 37502		1,107.88	
FERGUSON ENTERPRISES #448	37503	6/6/2013	0862497-1	100-0703-553.24-03	160.46	Valve Assy
		6/6/2013	0863728	100-0801-521.24-03	21.19	PPF Repipe Copper
				100-0501-522.24-03	14.12	PPF Repipe Copper
		6/6/2013	0863878	100-0801-521.24-03	3.50	PPF Repiping
				100-0501-522.24-03	2.34	PPF Repiping
		6/6/2013	866416	207-0707-552.30-18	524.01	Riverwalk Plumb Parts
		6/6/2013	866980	100-0703-553.30-18	71.04	Plumb Parts
		6/6/2013	CM129130	207-0707-552.30-18	(116.67)	Credit
				207-0707-552.30-18	5.00	Correct Credit
			Total for check: 37503		684.99	
FERGUSON WATERWORKS #1476	37504	6/6/2013	0129081	625-1010-541.30-18	1,085.00	Pipe
		6/6/2013	0129692	625-1010-541.30-18	756.05	Pipe/PVC
			Total for check: 37504		1,841.05	
FIRST SUPPLY LLC - APPLETON	37505	6/6/2013	9871316-00	207-0707-552.30-18	277.08	Plumb parts
			Total for check: 37505		277.08	
FOX EXCAVATING LLC	37506	6/6/2013	1561	100-0000-123.00-00	8,800.00	Demo/Fill Basement 304 3rd St/1-00408-00
			Total for check: 37506		8,800.00	
FOX VALLEY HUMANE ASSOCIATION	37507	6/6/2013	FVHA19755088	100-0806-532.25-01	1,129.59	April
			Total for check: 37507		1,129.59	
GAT SUPPLY INC	37508	6/6/2013	00016579	100-1003-541.30-18	22.50	Spray Paint
				100-1004-541.30-18	22.50	Spray Paint

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GAT SUPPLY INC...	37508...	6/6/2013	00016679	625-1010-541.30-15	1,399.80	Precast Core Bits
			Total for check: 37508		1,444.80	
ALYSSA GUARD	37509	6/6/2013	HATTIEMINOR	822-0413-554.30-16	250.00	Hattie Minor Scholarship
			Total for check: 37509		250.00	
HASTINGS AIR-ENERGY CONTROL INC	37510	6/6/2013	I46850	100-0501-522.24-03	402.47	Vehicle Exhaust System Station 36
			Total for check: 37510		402.47	
HOTSY CLEANING SYSTEMS INC	37511	6/6/2013	0083223-IN	731-1022-541.30-18	21.25	Nozzle/Ring
			Total for check: 37511		21.25	
IMPERIAL SUPPLIES LLC	37512	6/6/2013	K21366	731-1022-541.30-18	162.60	Gloves
			Total for check: 37512		162.60	
KENWOOD OFFICE CENTER LLC	37513	6/6/2013	KENWOOD	490-1009-541.82-02	5,000.00	Midway Rd Walk Easement #740078310 & 740078315
			Total for check: 37513		5,000.00	
KRAMER, KEN	37514	6/6/2013	0422133733	731-1022-541.30-15	1,233.75	Drawer/Lug/Socket
			Total for check: 37514		1,233.75	
KUNDINGER FLUID POWER INC	37515	6/6/2013	50236458	731-1022-541.38-03	26.22	Gauge
			Total for check: 37515		26.22	
LA SALLE CLINIC OF WI SC	37516	6/6/2013	LASALLE	490-1009-541.82-02	300.00	Midway Rd Walk Easement Parcel #740077611
			Total for check: 37516		300.00	

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LAPPEN SECURITY PRODUCTS INC	37517	6/6/2013	LSPQ25464	100-1001-514.24-03	94.85	Keys
			Total for check: 37517		94.85	
MATTHEWS TIRE & SERVICE CENTER	37518	6/6/2013	47233	731-1022-541.38-02	916.47	Mount Retreads
		6/6/2013	47234	731-1022-541.38-02	606.36	Replace tire
		6/6/2013	47263	731-1022-541.38-02	1,212.72	Replace tire
			Total for check: 37518		2,735.55	
MCNEILUS TRUCK & MFG COMPANY	37519	6/6/2013	2183798	731-1022-541.38-03	228.91	Arm
			Total for check: 37519		228.91	
MENASHA TREASURER	37520	6/6/2013	POOL	100-0000-103.08-00	700.00	Pool Start-up
		6/6/2013	REC	100-0000-103.08-00	350.00	Rec
			Total for check: 37520		1,050.00	
MENASHA TREASURER	37521	6/6/2013	PWF	731-1022-541.30-18	4.20	
				100-1018-543.30-11	46.00	
			Total for check: 37521		50.20	
MENASHA UTILITIES	37522	6/6/2013		100-1008-541.22-03	198.40	Electric
				100-0703-553.22-03	468.95	Electric
				100-0703-553.22-05	146.20	Water
				100-0703-553.22-06	132.51	Storm
				100-0903-531.22-03	(44.62)	Electric
				100-0903-531.22-05	62.82	Water
				100-0000-123.00-00	8.64	Electric
				100-0305-562.22-06	7.50	Storm
				601-1020-543.22-03	89.06	Electric
			Total for check: 37522		1,069.46	

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MENASHA UTILITIES	37523	6/6/2013	TAXBILLCHARGES	100-0000-201.05-00	36,683.85	Unpaid Utility Charges/ Placed on Tax Bills
			Total for check: 37523		36,683.85	
MILWAUKEE SPORTING GOODS	37524	6/6/2013	7633	100-0702-552.30-18	1,012.75	Softballs/Scorebooks
			Total for check: 37524		1,012.75	
MODERN BUSINESS MACHINES	37525	6/6/2013	26311939	743-0403-513.24-04	50.65	Contracts
			Total for check: 37525		50.65	
MORTON SAFETY	37526	6/6/2013	790445	731-1022-541.30-18	190.68	Rainsuits
		6/6/2013	791300	100-0702-552.30-18	14.00	First Aid Supplies
			Total for check: 37526		204.68	
N&M AUTO SUPPLY	37528	6/6/2013	442176	731-1022-541.38-03	8.88	Spark Plug
		6/6/2013	442450	731-1022-541.38-03	8.79	Spark Plug
		6/6/2013	442630	731-1022-541.38-03	52.74	Halogen Capsule
		6/6/2013	442666	731-1022-541.38-03	11.94	Airline Plugs
		6/6/2013	442683	731-1022-541.38-03	41.94	Gasket
		6/6/2013	442692	731-1022-541.38-03	36.10	Serpentine Belt
		6/6/2013	442713	731-1022-541.38-03	59.91	Trans Filter Kit
		6/6/2013	442877	731-1022-541.30-18	8.98	Air Intake Cleaner
		6/6/2013	442961	731-1022-541.30-18	13.90	Clear Silicone
		6/6/2013	443225	731-1022-541.38-03	32.88	Fuel Filter
		6/6/2013	443408	731-1022-541.38-03	33.09	Filter Kit/Plug
		6/6/2013	443544	731-1022-541.38-03	12.75	Flat Kit
		6/6/2013	443580	731-1022-541.38-03	29.30	Trailer Lamp
		6/6/2013	443791	731-1022-541.38-03	11.78	Lamp socket
		6/6/2013	443837	731-1022-541.38-03	16.02	Oil Filter
		6/6/2013	444155	731-1022-541.38-01	10.68	Air Filter
		6/6/2013	444302	731-1022-541.30-18	44.04	Fleet Plus

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N&M AUTO SUPPLY...	37528...	6/6/2013	444426	731-1022-541.30-18	14.90	Fluid
			Total for check: 37528		448.62	
NEENAH-MENASHA SEWERAGE COMMISSION	37529	6/6/2013	2013-074	601-1020-543.25-01	77,818.98	June Wastewater
		6/6/2013	2013-080	601-1021-543.25-01	24,541.00	June 2013 Interest & Debt Charges
			Total for check: 37529		102,359.98	
RAY O'HERRON CO INC	37530	6/6/2013	1314732-IN	100-0801-521.30-15	570.00	Equipment
			Total for check: 37530		570.00	
PACKER CITY INTERNATIONAL	37531	6/6/2013	3-231210035	731-1022-541.38-03	184.00	1/4 "Tuff"
		6/6/2013	3-231260049	731-1022-541.30-18	31.80	DEF
		6/6/2013	3-231290050	731-1022-541.38-03	75.00	Air Filter/Crimp
		6/6/2013	3-231340051	731-1022-541.38-03	31.23	Air Filter/Light Lube Filter
		6/6/2013	3-231350037	731-1022-541.38-03	39.30	Crimp
		6/6/2013	3-231350055	731-1022-541.38-03	16.34	Filter
		6/6/2013	3-231350056	731-1022-541.38-03	37.60	Hydraulic
		6/6/2013	3-231350057	731-1022-541.38-03	12.56	Air Filter
		6/6/2013	3-231360059	731-1022-541.30-18	31.80	Def 2.5 Gallons
		6/6/2013	3-231420042	731-1022-541.38-03	79.18	Air Filter/Hydrauli
		6/6/2013	3-231420074	731-1022-541.38-03	6.85	Diaphragm
			Total for check: 37531		545.66	
PRINTED PRODUCTIONS	37532	6/6/2013	4461	100-0408-552.30-16	285.76	Replace Downtown Banners
			Total for check: 37532		285.76	
REESE RECREATION PRODUCTS INC	37533	6/6/2013	11357	100-0703-553.24-03	1,666.00	Drinking Fountain/Carrier
			Total for check: 37533		1,666.00	

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RICHARD WINZ	37534	6/6/2013	WINZ	100-0000-211.00-00	18.00	Overpayment Park Reservation
			Total for check: 37534		18.00	
ROAD EQUIPMENT	37535	6/6/2013	WA560756	731-1022-541.38-03	40.07	Coupler 2" Ball Electric Brake Battery
		6/6/2013	WA560908	731-1022-541.38-03	55.06	Electric Brake Battery Battery Case
			Total for check: 37535		95.13	
ROLAND MACHINERY EXCHANGE	37536	6/6/2013	41006246	731-1022-541.38-03	684.92	Side Bibs/Seal Kit/Hopper
			Total for check: 37536		684.92	
SERVICE MOTOR COMPANY	37537	6/6/2013	IV31329	731-1022-541.38-03	609.29	Scrapper/Element/Nozzle
			Total for check: 37537		609.29	
J A SEXAUER	37538	6/6/2013	287509426	100-0000-132.00-00	100.49	Strike Body Template Kit
				100-1001-514.30-15	45.24	Strike Body Template Kit
			Total for check: 37538		145.73	
SMT MANUFACTURING & SUPPLY	37539	6/6/2013	0022821-IN	731-1022-541.38-03	14.87	Oil Seal
			Total for check: 37539		14.87	
STAPLES ADVANTAGE	37540	6/6/2013	3199754157	731-1022-541.30-10	68.64	Office Supplies
			Total for check: 37540		68.64	
STONE TOAD BAR-GRILL	37541	6/6/2013		100-0000-421.04-00	90.00	Refund Change in License
			Total for check: 37541		90.00	
STREICHER'S INC	37542	6/6/2013	I1013024	100-0801-521.30-15	159.98	Holster/Knife
			Total for check: 37542		159.98	

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TIM STYKA	37543	6/6/2013	STYKA	100-0801-521.34-03	363.60	Airfare reimbursement
			Total for check: 37543		363.60	
SWIDERSKI POWER INC	37544	6/6/2013	IF16706	731-1022-541.38-03	33.58	Switch Pres
			Total for check: 37544		33.58	
TAPCO	37545	6/6/2013	I422533	100-1008-541.30-18	5,204.50	Sheeting, Posts
		6/6/2013	I422534	100-1008-541.30-18	226.35	Blank
			Total for check: 37545		5,430.85	
TOTAL FLOOR COVERING INC	37546	6/6/2013	300844	100-0501-522.24-03	385.60	Female Locker Room Floor Station 35
			Total for check: 37546		385.60	
TRANE US INC	37547	6/6/2013	31977513	100-1001-514.82-01	11,693.06	Air-cooled condensing unit
			Total for check: 37547		11,693.06	
TRUGREEN	37548	6/6/2013	6002875	100-0703-553.20-06	42.00	Chute & Milwaukee
				100-0703-553.20-06	(2.00)	Remove Sales Tax
			Total for check: 37548		40.00	
UNIFIRST CORPORATION	37549	6/6/2013	097 0138496	731-1022-541.20-01	112.65	Clothing/Supply Cleaning
			Total for check: 37549		112.65	
US CELLULAR	37551	6/6/2013		100-0201-512.22-01	29.84	May, 2013/Attorney
				100-0202-512.22-01	14.17	May, 2013/Brunn
				100-1019-552.22-01	15.61	May, 2013/Bridges
				743-0403-513.22-01	105.92	May, 2013/IT
				601-1020-543.22-01	2.18	May, 2013/Confined Space
				100-1001-514.22-01	57.77	May, 2013/Alix
				100-0801-521.22-01	318.84	May, 2013/Police

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US CELLULAR...	37551...	6/6/2013...	...	100-0803-521.22-01	10.79	May, 2013/CSO
				100-0919-531.22-01	12.61	May, 2013/Nett
				100-0904-531.22-01	55.50	May, 2013/Drew
				100-1002-541.22-01	33.22	May, 2013/Engineering
				100-0702-552.22-01	80.19	May, 2013/Tugate
				100-0703-553.22-01	109.55	May, 2013/Park Dept
				100-0304-562.22-01	66.62	May, 2013/Com Dev
				731-1022-541.22-01	69.36	May, 2013/PWF
				100-1008-541.22-01	6.73	May, 2013/Bursack
				601-1020-543.22-01	2.18	May, 2013/Sewer Truck
Total for check: 37551					991.08	
US LUBRICANTS	37552	6/6/2013	50028309	731-1022-541.30-18	2,969.11	Bulk
				Total for check: 37552		
US PETROLEUM EQUIPMENT	37553	6/6/2013	202119	731-1022-541.24-06	207.99	Repair
				Total for check: 37553		
JANET VAN LANKVELT	37554	6/6/2013	VANLANGVELT	100-0000-201.12-00	407.14	Purchase Quiling Supplies
				Total for check: 37554		
VAN ZEELAND COMPANIES	37555	6/6/2013	VANZEELAND	490-1009-541.82-02	1,100.00	Midway Rd Easement Parcel #740078307
				Total for check: 37555		
VRB INVESTMENTS LLP	37556	6/6/2013	VRB	490-1009-541.82-02	250.00	Midway Rd Easement Parcel #760166000
				Total for check: 37556		
WAVERLY SANITARY DISTRICT	37557	6/6/2013	TAXBILLCHARGES	100-0000-201.07-00	4,422.48	Unpaid Utility Charges/ Placed on Tax Bills
				Total for check: 37557		

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WE ENERGIES	37558	6/6/2013		100-1012-541.22-03	2,255.33	Street Lights
				100-0703-553.22-03	38.80	US HWY 10 & STH 114 4/24/13 - 5/23/13
			Total for check: 37558			2,294.13
WENDY WERTH	37559	6/6/2013	WERTHEXCDEP	100-0000-201.10-00	200.00	Return Excavation deposit
					Total for check: 37559	
WERNER ELECTRIC SUPPLY CO	37560	6/6/2013	S3861928.001	100-0701-533.24-03	89.98	Time Switch
					Total for check: 37560	
WG INC	37561	6/6/2013	214534	100-0304-562.21-06	145.00	Banners Bridge Tower Museum
					Total for check: 37561	
WIL-KIL PEST CONTROL	37562	6/6/2013	2244062	731-1022-541.20-07	66.50	Commercial Contract
					Total for check: 37562	
WINNEBAGO COUNTY TREASURER	37563	6/6/2013	4336	100-0805-521.25-01	411.68	April Inmate Fees
					Total for check: 37563	
DEPARTMENT OF NATURAL RESOURCES	37564	6/6/2013		267-0102-581.32-01	125.00	DNR Base Fee Steam Plant
					Total for check: 37564	
ZARNOTH BRUSH WORKS INC	37565	6/6/2013	0144027-IN	625-1005-541.30-15	829.00	Broom refill/Gutter Broom
					Total for check: 37565	
					215,586.75	

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ACC PLANNED SERVICE INC	37566	6/13/2013	10690	100-0501-522.24-03	279.20	Police Dept/Service
				100-0801-521.24-03	418.80	Police Dept/Service
	6/13/2013	10700	100-0920-531.24-03	102.44	Senior Center/Service	
Total for check: 37566					800.44	
ACCURATE	37567	6/13/2013	1307184	731-1022-541.38-03	4.98	Pin
				6/13/2013	1307244	731-1022-541.30-18
	Total for check: 37567					149.59
APARSI SOLUTIONS LLC	37568	6/13/2013	APA3425	100-0801-521.21-06	77.50	Translator
				Total for check: 37568		
APPLETON SCHOOL DISTRICT	37569	6/13/2013		100-0000-203.05-00	51,449.08	Tax Collection
				Total for check: 37569		
APPLETON SIGN COMPANY	37570	6/13/2013	DP21811	501-0304-562.21-10	656.50	Signs
				Total for check: 37570		
BADGER HIGHWAYS CO INC	37571	6/13/2013	159666	625-1010-541.30-18	365.57	Sand
				Total for check: 37571		
BAHCALL RUBBER CO INC	37572	6/13/2013	615794-001	731-1022-541.38-03	594.00	Defender 220/2ply 42"
				Total for check: 37572		
BATTERIES PLUS LLC	37573	6/13/2013	104787-01	100-1003-541.30-15	44.99	Custom Battery Pack
				Total for check: 37573		

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BAYCOM INC	37574	6/13/2013	77536	100-0801-521.29-05	37.00	Part
			Total for check: 37574		37.00	
BERGSTROM FORD OF NEENAH	37575	6/13/2013	22286	731-1022-541.38-03	(33.56)	Lamp
		6/13/2013	22939	731-1022-541.38-03	99.13	Hose Asy
		6/13/2013	22979	731-1022-541.38-03	16.80	Retainer
		6/13/2013	23009	731-1022-541.38-03	36.00	Blady Asy
		6/13/2013	23027	731-1022-541.38-03	129.75	Tray Asy
			Total for check: 37575		248.12	
MICHAEL BEST & FRIEDRICH LLP	37576	6/13/2013	1242311	267-0102-581.21-01	1,167.00	Professional Services
			Total for check: 37576		1,167.00	
BRAZEE ACE HARDWARE	37577	6/13/2013	22222	100-0703-553.30-18	15.99	Connector
			Total for check: 37577		15.99	
BROCK WHITE COMPANY	37578	6/13/2013	12305870-01	625-1010-541.30-18	747.26	Drain Tube
			Total for check: 37578		747.26	
BUBRICK'S	37579	6/13/2013	745304	100-0801-521.30-10	257.65	Supplies
		6/13/2013	745892	100-0801-521.30-10	13.29	Supplies
			Total for check: 37579		270.94	
CALUMET COUNTY TREASURER	37580	6/13/2013		100-0000-203.01-00	35,829.00	Tax Collection
				100-0000-203.08-00	1,525.96	Tax Collection
			Total for check: 37580		37,354.96	
CDW GOVERNMENT INC	37581	6/13/2013	CK05010	100-0202-512.30-10	14.72	Address Lbl 700
		6/13/2013	CK92623	743-0403-513.24-04	9.01	Wipes

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CDW GOVERNMENT INC...	37581...	6/13/2013	CL26622	743-0403-513.29-01	63.00	Toner/PWF/Sign Shop
			Total for check: 37581		86.73	
COMPLETE RADIATOR SERVICE	37582	6/13/2013	18763	731-1022-541.21-06	887.00	Recore Radiator
			Total for check: 37582		887.00	
DIGICORPORATION	37583	6/13/2013	133214	100-0201-512.30-10	115.00	Forms
			Total for check: 37583		115.00	
FIRST SUPPLY LLC - APPLETON	37584	6/13/2013	9882194-00	100-0704-552.24-04	41.58	Pipe/Cement
			Total for check: 37584		41.58	
FOX VALLEY TECHNICAL COLLEGE	37585	6/13/2013		100-0000-203.04-00	136,498.17	Tax Collection
			Total for check: 37585		136,498.17	
GANNETT WISCONSIN MEDIA	37586	6/13/2013	0007223875	100-0405-513.29-02	558.19	Notices
			Total for check: 37586		558.19	
GRIESBACH READY-MIX LLC	37587	6/13/2013	1410	625-1003-541.30-18	627.00	Milwaukee Street
		6/13/2013	1411	625-1003-541.30-18	151.00	Southfield & Ridgecrest
		6/13/2013	1444	625-1003-541.30-18	423.00	Milwaukee Street
		6/13/2013	1446	625-1003-541.30-18	457.00	Melissa Street
			Total for check: 37587		1,658.00	
GUNDERSON INC	37588	6/13/2013	94666	100-0801-521.30-13	33.83	Mat/Towel Cleaning
			Total for check: 37588		33.83	

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HEARTLAND BUSINESS SYSTEMS	37589	6/13/2013	171803-H	743-0403-513.21-04	199.95	Security Cert for Web Mail Access
			Total for check: 37589		199.95	
HOME DEPOT CREDIT SERVICES	37590	6/13/2013	3034210	100-0704-552.24-04	193.45	Sealant
		6/13/2013	584108	100-0801-521.30-13	29.94	
		6/13/2013	8031877	100-0703-553.30-18	48.65	Adapters/Valves
		6/13/2013	9571880	100-0801-521.30-13	19.94	
			Total for check: 37590		291.98	
HORST DISTRIBUTING INC	37591	6/13/2013	28944-000	100-0703-553.30-18	91.20	Clay
			Total for check: 37591		91.20	
JILL GENIESSE	37592	6/13/2013	GENIESSE	100-0000-211.00-00	9.00	Overpay Pool Pass
			Total for check: 37592		9.00	
JOSE MARTINEZ	37593	6/13/2013	MARTINEZ	100-0000-201.10-00	100.00	Return Excavation Deposit
			Total for check: 37593		100.00	
KITZ & PFEIL INC	37596	6/13/2013	042214-0007	100-1002-541.30-18	13.49	Pad Locks for Traffic Counters
				625-1002-541.30-18	4.50	Pad Locks for Traffic Counters
		6/13/2013	042214-0014	100-1002-541.30-18	8.76	Battery for Traffic Counters
				625-1002-541.30-18	2.92	Battery for Traffic Counters
		6/13/2013	042214-0032	100-0703-553.24-03	2.96	Hose Cap
		6/13/2013	042214-0033	731-1022-541.38-03	2.80	Hardware Misc
		6/13/2013	042214-0052	100-0801-521.24-03	7.78	Garage Shelf Anchors
		6/13/2013	042409-0018	100-0703-553.30-18	46.68	5M Step for Seeding Cable Tie
		6/13/2013	042409-0022	100-0703-553.30-18	(34.99)	5M Step for Seeding Return
		6/13/2013	042409-0023	100-0703-553.30-18	79.95	4 Step Program
		6/13/2013	042414-0022	100-0801-521.30-13	3.59	PD Bulb
		6/13/2013	042514-0005	731-1022-541.38-03	9.07	Hex Bushing/Elbow
		6/13/2013	042614-0010	100-1019-552.30-18	14.38	Bags

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KITZ & PFEIL INC...	37596...	6/13/2013	042914-0076	100-0703-553.24-03	25.71	Brush/Primer/Cover
		6/13/2013	043014-0012	100-1001-514.24-03	4.30	Front Light Timer
		6/13/2013	043014-0097	100-1001-514.24-03	7.18	Timer Switch
		6/13/2013	050114-0039	100-1001-514.30-18	14.39	Blade
		6/13/2013	050209-0010	100-0703-553.24-03	62.96	Duct Tape
		6/13/2013	050214-0012	731-1022-541.30-18	14.37	Tap
		6/13/2013	050314-0007	100-0903-531.30-13	26.99	Health Carpet Cleaning
		6/13/2013	050314-0035	100-1008-541.30-18	11.69	Cab Light
		6/13/2013	050409-0074	100-1001-514.30-18	3.40	Core/Valve Tool
				100-0601-551.30-13	11.69	Roundup
		6/13/2013	050614-0132	100-0801-521.24-03	8.72	PPF Piping Insulation
				100-0501-522.24-03	5.81	PPF Piping Insulation
		6/13/2013	050709-0002	100-0703-553.30-18	11.69	Unbleach Rag
		6/13/2013	050709-0010	100-0703-553.30-18	22.60	Turnbuckle/Snap Link
		6/13/2013	050714-0011	100-1003-541.30-15	56.02	Hardware Misc Tooth Blade
		6/13/2013	050814-0030	100-1001-514.30-13	10.79	Battery Council Chamber Mic
		6/13/2013	050814-0180	100-0701-533.30-18	40.45	Boiler Valve
		6/13/2013	050914-0023	100-1001-514.30-18	8.73	Screw Set/Hose Clamp Mini Clamp
		6/13/2013	051009-0009	100-0703-553.24-03	9.90	Hardware Misc
		6/13/2013	051009-0019	100-0703-553.24-03	11.39	Hardware Misc Drill Bit
		6/13/2013	051014-0052	100-1008-541.30-18	7.53	Snap Link
		6/13/2013	051314-0010	100-1001-514.24-03	17.61	Wire/Coupling Hardware Misc
		6/13/2013	051314-0165	100-0703-553.30-18	11.94	Hardware Misc
		6/13/2013	051409-0052	731-1022-541.30-13	14.58	Common Single Sided Hardware Misc
		6/13/2013	051414-0039	100-0501-522.24-03	6.26	Hardware Misc/Wheel Clamp/Key
				100-1001-514.30-18	17.68	Hardware Misc/Wheel Clamp/Key
		6/13/2013	051614-0059	100-1001-514.30-18	4.47	Common Single Sided/Shed
		6/13/2013	051614-0138	207-0707-552.30-18	13.48	Adapter
		6/13/2013	052014-0005	731-1022-541.30-18	5.00	Hardware Misc
		6/13/2013	052014-0208	100-0704-552.24-03	3.58	Redu Bushing
				Total for check: 37596	632.80	

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LORETTA KJEMHUS	37597	6/13/2013	KJEMHUS	100-0903-531.33-01	30.90	April/May
			Total for check: 37597		30.90	
KUNDINGER FLUID POWER INC	37598	6/13/2013	50237672	731-1022-541.38-03	126.38	Hose
			Total for check: 37598		126.38	
KWIK TRIP INC	37599	6/13/2013		100-0801-521.29-05	1,143.79	
			Total for check: 37599		1,143.79	
LAPPEN SECURITY PRODUCTS INC	37600	6/13/2013	LSPQ25583	100-1001-514.24-03	298.98	Strike on Front Door City Hall
			Total for check: 37600		298.98	
LINCOLN CONTRACTORS SUPPLY INC	37601	6/13/2013	I71599	100-1003-541.30-15	69.98	Hammer Bit
			Total for check: 37601		69.98	
MATTHEWS TIRE & SERVICE CENTER	37602	6/13/2013	47335	731-1022-541.38-02	427.68	Tires
			Total for check: 37602		427.68	
MENARDS-APPLETON EAST	37603	6/13/2013	21334	100-0704-552.24-03	200.69	Paint/Covers/Brush Liner/Tray
		6/13/2013	21410	625-1003-541.30-18	143.96	Adhesive/Studs
			Total for check: 37603		344.65	
MENASHA EMPLOYEES CREDIT UNION	37604	6/13/2013	20130613	100-0000-202.05-00	12,388.00	PAYROLL SUMMARY
			Total for check: 37604		12,388.00	
MENASHA EMPLOYEES CREDIT UNION	37605	6/13/2013	20130613	100-0000-202.10-00	169.11	PAYROLL SUMMARY
			Total for check: 37605		169.11	

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MENASHA JOINT SCHOOL DISTRICT	37606	6/13/2013		100-0000-203.03-00	628,355.49	Tax Collection
			Total for check: 37606		628,355.49	
MENASHA NEENAH MUNICIPAL COURT	37607	6/13/2013		100-0000-201.03-00	435.50	Bond Report #MP-85, MP-86
				100-0000-201.03-00	139.00	Bond Report #MP13-59
				100-0000-201.03-00	593.00	Bond Report #Mp12-29 & 30
				100-0000-201.03-00	328.00	Bond Report #13-110
			Total for check: 37607		1,495.50	
MENASHA TREASURER	37608	6/13/2013	HEALTH	100-0902-524.30-18	20.00	Health
				100-0903-531.30-18	10.18	Health
				100-0903-531.33-01	30.15	Health
				100-0903-531.33-04	2.00	Health
				100-0904-531.33-03	5.97	Health
			Total for check: 37608		68.30	
MENASHA UTILITIES	37609	6/13/2013		100-0000-201.05-00	25,894.58	Replaces Check #37523 Unpaid Utility Charges
			Total for check: 37609		25,894.58	
TOWN OF MENASHA UTILITY DISTRICT	37610	6/13/2013	2152	100-0703-553.22-05	76.80	1200 Geneva Road
		6/13/2013	2153	100-0703-553.22-05	9.60	
		6/13/2013	2154	100-0703-553.22-05	403.33	1000 Geneva Road Koslo
			Total for check: 37610		489.73	
MORTON SAFETY	37611	6/13/2013	790052	100-0801-521.30-18	201.00	Giv Nitrile Utility
		6/13/2013	793565	731-1022-541.30-18	117.35	Cabinet Shelf/Sqwincher
		6/13/2013	793962	731-1022-541.30-18	19.95	Ear muff thunder
		6/13/2013	794452	100-0903-531.30-18	28.91	Respirator
			Total for check: 37611		367.21	

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ORBIT SCREENS INC	37612	6/13/2013	02433	731-1022-541.38-03	951.84	Brush set/Dish drive
			Total for check: 37612		951.84	
OSHKOSH FIRE & POLICE EQUIPMENT INC	37613	6/13/2013	151555	100-0801-521.29-05	115.00	Light
			Total for check: 37613		115.00	
LINDA PALMBACH	37614	6/13/2013	PALMBACH	100-0903-531.33-01	44.25	May 2013
			Total for check: 37614		44.25	
DIGICORPORATION	37615	6/13/2013	199537	100-0801-521.30-11	8.74	
		6/13/2013	199641	100-0904-531.30-11	8.74	
		6/13/2013	199723	100-0801-521.30-11	8.74	
		6/13/2013	199784	100-0904-531.30-11	8.74	
		6/13/2013	199801	100-0904-531.30-11	8.74	
		6/13/2013	199840	100-0903-531.30-11	16.12	
		6/13/2013	200301	100-0801-521.30-11	8.74	
			Total for check: 37615		68.56	
DAVE POWELL	37616	6/13/2013	POWELL	100-1001-514.33-01	15.20	April-June
			Total for check: 37616		15.20	
RIESTERER & SCHNELL INC	37617	6/13/2013	494407	731-1022-541.38-03	5.68	Gasket
			Total for check: 37617		5.68	
ROAD EQUIPMENT	37618	6/13/2013	WA560930	731-1022-541.38-03	26.68	Breakaway Switch Junction Box
		6/13/2013	WA561002	731-1022-541.38-03	8.63	Breakaway Switch
			Total for check: 37618		35.31	

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ROLAND MACHINERY EXCHANGE	37619	6/13/2013	41006399	731-1022-541.38-03	116.15	Seal Kit
			Total for check: 37619		116.15	
SANOFI PASTEUR INC	37620	6/13/2013	901441397	100-0903-531.30-18	67.84	Tubersol Test
			Total for check: 37620		67.84	
SERVICEMASTER BUILDING MAINTENANCE	37621	6/13/2013	8816	100-0801-521.20-01	50.00	Janitorial Service Garage
		6/13/2013	8819	100-0801-521.20-01	1,395.00	Janitorial Service
		6/13/2013	8824	100-0903-531.20-01	693.00	Health Janitorial Service
		6/13/2013	8844	100-1001-514.20-01	1,550.00	City Hall Janitorial Service
		6/13/2013	8845	731-1022-541.20-01	699.00	PWF Janitorial Service
			Total for check: 37621		4,387.00	
SHOPKO	37622	6/13/2013	237	100-0801-521.30-18	17.96	Supplies
		6/13/2013	6517	100-0801-521.30-18	29.98	Battery
			Total for check: 37622		47.94	
SPORTS GRAPHICS	37623	6/13/2013	0513-161	100-0703-553.30-18	250.20	T-shirts
		6/13/2013	0513-162	731-1022-541.30-18	108.60	T-shirts
			Total for check: 37623		358.80	
STAPLES ADVANTAGE	37624	6/13/2013	3200192669	100-0702-552.30-10	2.45	Supplies
				100-0304-562.30-10	16.46	Supplies
				100-1002-541.30-10	47.54	Supplies
				625-1002-541.30-10	15.84	Supplies
		6/13/2013	3200192671	100-0202-512.30-10	56.98	Envelopes
		6/13/2013	3200192672	100-0203-512.30-18	6.36	Office Supplies
				100-0405-513.30-10	14.76	Office Supplies
				100-0202-512.30-10	3.79	Office Supplies

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STAPLES ADVANTAGE...	37624...	6/13/2013...	3200192672...	100-0202-512.30-10	91.66	Office Supplies
			Total for check: 37624		255.84	
TRADER PLUMBING INC	37625	6/13/2013	36167	100-0703-553.30-18	103.00	Tayco & Main Fountains
		6/13/2013	36168	100-0703-553.30-18	342.00	Smith Park
				100-0703-553.30-18	80.52	Tayco St Fountain
				100-0704-552.24-03	188.53	Menasha Pool
		6/13/2013	36169	207-0707-552.30-18	303.84	West Riverwalk
		6/13/2013	36186	207-0707-552.30-18	246.95	Marina
		6/13/2013	36191	100-0703-553.24-03	78.00	Jefferson Pavilion
			Total for check: 37625		1,342.84	
UNIFIRST CORPORATION	37626	6/13/2013	097 0138964	731-1022-541.20-01	112.65	Mat/Mop/Clothing Service
			Total for check: 37626		112.65	
UNIFORM SHOPPE	37627	6/13/2013	220840	100-0801-521.19-03	337.70	Shirts/Pants/Jacket
		6/13/2013	221089	100-0801-521.19-03	92.40	Shirt
			Total for check: 37627		430.10	
UNITED PAPER CORPORATION	37628	6/13/2013	64364	100-0000-132.00-00	1,757.41	Cleaning Supplies
			Total for check: 37628		1,757.41	
UNITED WAY FOX CITIES	37629	6/13/2013	20130613	100-0000-202.09-00	30.25	PAYROLL SUMMARY
			Total for check: 37629		30.25	
WAVERLY SANITARY DISTRICT	37630	6/13/2013		100-0703-553.22-05	72.22	2170 Plank Road
			Total for check: 37630		72.22	

AP Check Register

Check Date: 6/13/2013

<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>
WAVERLY SANITARY DISTRICT	37631	6/13/2013		100-0000-203.07-00	5,602.16	Tax Collection
			Total for check: 37631		5,602.16	
WE ENERGIES	37632	6/13/2013		100-1008-541.22-04	28.12	455 Baldwin Gas 4/25/13 - 5/27/13
			Total for check: 37632		28.12	
WINNEBAGO COUNTY CLERK OF COURTS	37633	6/13/2013		100-0000-201.03-00	285.00	Bond Report #13-1829
				100-0000-201.03-00	150.00	Bond Report #13-1649
				100-0000-201.03-00	650.00	Bond Report #13-1642
			Total for check: 37633		1,085.00	
WINNEBAGO COUNTY TREASURER	37634	6/13/2013	RF101041	266-1029-543.25-01	2,353.00	Landfill/Appliances
			Total for check: 37634		2,353.00	
WINNEBAGO COUNTY TREASURER	37635	6/13/2013		100-0000-203.02-00	350,624.53	Tax Collection
				100-0000-203.08-00	11,030.72	Tax Collection
			Total for check: 37635		361,655.25	
WISCONSIN SUPPORT COLLECTIONS	37636	6/13/2013	20130613	100-0000-202.03-00	1,508.13	PAYROLL SUMMARY
			Total for check: 37636		1,508.13	
					1,289,299.19	

To: Menasha Common Council
From: Jenny Groeschel and Ginger Tralongo, Police Records
RE: Beverage Operator License (Bartender) Applicants
Date: **June 12, 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:

Christopher P. Birling
Luz E. Redin
Sukhpal Gill
Parminder Singh
Sarah R. Eisch
Marlene M. Anthony
Brandon M. Verhagen
Mary A. Marks
Angela m. Grotenhuis
Brad L. Hausher
Michael T. Mullins
Irene J. Kiernicki
Janice M. Smarzinski
Laurie A. DeLeeuw
Trevor T. Traxler
Steven C. Szymanski
Candice J. Freese
Teresa A. Jawson
Michael J. Smarzinski
Joan m. Stoddard
Suezete A. Ebben
James M. Page
John W. Rae
Matteo G. Sollena
Kelly S. Mallo
Kenneth W. Nelson
Amy A. Ertel
Denise M. Lefeber
Carri S. Wojcik

Geneva H. Marx
Amy L. VandenHogen
Raynel O. Bay
Isabella A. Peterman
Suzanne M. Adberg
Jason A. Martin
Jasmine R. Rambo
Sara E. Kinnunen
Courtney R. Nettekoven
Tyler L. Szymanski
William A. Ellingworth
Hubert D. Berken
Mandeep Kaur
Elizabeth C. Spang
Audrey M. Van Price
Heidi M. Watzlawick
Jerome L. Hudson
Alicia A. Lemmens
Zachary J. Spang
Tamara R. Broeske
James J. Swiecichowski
Chadd L. Otto
Todd S Laffin
Jaclyn A. Carow
Kati J. Meier
Brianna L. Nemmetz
Melissa M. Pickett
Paul M. Donnermeyer
Stacey A. Milligan

Jerod J. Quick
Rebecca J. McMahon
Stephanie L. Feavel
Rochell L. Spilski
Thomas G. Pawlowski
Elizabeth J. Kloes
Peter C. Randa
Matthew R. Talbot
Carol J. Healy
Thomas J. Lonsway
Lisa K. Gauger
Jodi K. Cowling
Catherine E. Hella
Charlene D. Wilson
Shelley J. Rasmussen
Timothy A. Prokash
Krisztina Weidner
Savannah L. Gorges
Ashley M. Mohr
Jodi L. Schneider
Charlen M. Womack
Nicole B. Lepsch
Crystal L. Linder
Chinyere M. Nwabeke
Teala M. Recha
Danielle M. Budgin
Monica M. Springhetti
Byron L. Robbins
Amanda M. Fondie

Diana K. Carter
Michael D. Drum
Jeanette A. Rastall
Timothy R. Rhodes
Samantha K. Fink
Alison N. Wheeler
Patty G. School
Aimee E. Mignon
Hayden S. Kraus
Erica E. DeLeeuw
Lisa K. Hansen
Anna M. Bark
Brittany M. Sack
Agnieszka E. Wheir
Cal A. Jones
Adrienne A. Sage
Melissa C. Castillo
Shane E. Dessart
Angela J. Gruenewald
Stefanie A. Zoellick
Steve J. Stockinger
Oscar Sanchez
Falvio Sanchez
Victor Tellolara



June 13, 2013

To: Common Council

From: Debbie Galeazzi, Clerk *dg*

Subject: Liquor License Applications, July 1, 2013-June 30, 2014

The following list are renewal applications to deal in intoxicating liquor and/or fermented malt beverages for the July 1, 2013-June 30, 2014 licensing period that have been filed in the Clerk's office.

"CLASS B" LIQUOR AND MALT

Hot Brass, LLC, 800 Plank Rd. Menasha, d/b/a The Locker Room, 800 Plank Rd. Menasha,
Frederick Schroeder/Agent

Old Grog, Inc., 546 Broad St. Menasha, d/b/a The Old Grog, 546 Broad St. Menasha, Paul M. Ehricke/Agent

Solea Mexican Grill LLC, 705 Appleton Road, Menasha, d/b/a Solea Mexican Grill, 705 Appleton Road,
Menasha, Eduardo Sanchez/Agent

Juanita's Hacienda Inc, 190 Main Street, Menasha, d/b/a Korona Klub, 190 Main Street, Juana M. Bevers/Agent

Section 7-2-9 of the City Code states when approving an application for a liquor license the following must be taken into consideration:

Suitability of an applicant-must pass background check by Police Dept.

Appropriateness of the location and premises to be licensed.

All financial claims of the City must be satisfied (taxes, assessments, utilities)

Must conform to all sanitary, safety and health requirement of the State Building Codes,
State Board of Health and Local Board of Health Codes.

The Police Dept. has done a background check on the above mentioned applicants and has no reason to withhold any license based on their findings.

All necessary inspections by the Fire Dept., Health Dept., and Building Inspectors have been completed and all the above listed properties are compliant.

Finance Dept. and Menasha Utilities report that all financial claims of the city have been satisfied for the above mentioned applicants.



June 13, 2013

To: Common Council

From: Debbie Galeazzi, Clerk *dg*

Subject: Liquor License Applications, July 1, 2013-June 30, 2014

The following renewal applications to deal in intoxicating liquor and/or fermented malt beverages for the July 1, 2013-June 30, 2014 licensing period that have been filed in the Clerk's office, but are not in compliance with the City ordinance as of this date.

“CLASS A” LIQUOR AND MALT

Stop N Go LLC, d/b/a, Stop N Go, 1200 Plank Rd Menasha, Kamaljit Gill/Agent – **UNPAID REAL ESTATE TAXES**

CLASS “B” MALT

Beyer Properties LLC, 873 Highland Park, Neenah, d/b/a Fox Cinema Café, 400 Third Street, Menasha, Vicki L. Beyer/Agent – **UNPAID PERSONAL PROPERTY TAXES; DID NOT PASS FIRE INSPECTION**

“CLASS B” LIQUOR AND MALT

Hank's Fifth Ward Tavern, LLC, 600 Broad St., d/b/a Hank's Tavern, 600 Broad St. Menasha, Dawn Marie Van Vonderen/Agent, - **INACCURATE INFORMATION ON APPLICATION**
Mr. Frog's Nightclub LLC, d/b/a Mr. Frog's Nightclub, 6 Tayco St. Menasha, Francisa Jaimes/Agent - **INACCURATE INFORMATION ON APPLICATION; DID NOT PASS BACKGROUND CHECK**

RESERVE “CLASS B” LIQUOR AND MALT

Neenah-Menasha Elks Club #676 of B.P.O.E., 328 Nicolet Blvd, Menasha, d/b/a Neenah-Menasha Elks Lodge #676, 328 Nicolet Blvd, Menasha, Ernie G. Bellin/Agent - **INACCURATE INFORMATION ON APPLICATION**
Mr. Taco LLC, 403 Racine St, Menasha, d/b/a Mr. Taco, 403 Racine St, Menasha, Francisca Jaimes/Agent- **INACCURATE INFORMATION ON APPLICATION; DID NOT PASS BACKGROUND CHECK; UNPAID REAL ESTATE TAXES; UNPAID PERSONAL PROPERTY TAXES**

Section 7-2-9 of the City Code states when approving an application for a liquor license the following must be taken into consideration:

- Suitability of an applicant-must pass background check by Police Dept.
- Appropriateness of the location and premises to be licensed.
- All financial claims of the City must be satisfied (taxes, assessments, utilities)
- Must conform to all sanitary, safety and health requirement of the State Building Codes, State Board of Health and Local Board of Health Codes.

Pursuant to State Statute, approval or denial of liquor licenses is the responsibility of the governing body. Denial can be based on violations of State Statutes or local ordinances.

The applicants have been informed of the meeting and will have the right to address these issues.

Due Process Hearings have been listed on the agenda in the event the action by the Council is to deny the renewal of the liquor license application for 2013-2014 licensing year.

I will update the Council at the meeting of any changes.



June 13, 2013

To: Common Council

From: Debbie Galeazzi, Clerk *dg*

Subject: Outdoor Alcoholic Beverage Permit, July 1, 2013-June 30, 2014

In accordance with Section 7-2-17 of City of Menasha Municipal Code, Hot Brass LLC, d/b/a The Locker Room, 800 Plank Road, Frederick Schroeder/Agent has submitted an application for extension of "Class B", license for the July 1, 2013-June 30, 2014 licensing period requesting outdoor serving of alcoholic beverage on a deck/patio.

**FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT FOR HECKRODT WETLAND RESERVE,
DATED MAY 16, 2005**

THIS FIRST AMENDMENT TO Lease and Management Agreement for Heckrodt Wetland Reserve, executed in Menasha, Wisconsin on this _____ day of June, 2013, is made effective between the City of Menasha and Heckrodt Wetland Reserve, inc. The Lease and Management Agreement for Heckrodt Wetland Reserve (Lease) by and between the parties dated as of May 16, 2005 is amended as follows:

APPENDIX B is added to and made a part of the Lease to reflect a change in the south and west boundary of the property subject to the Lease. The fence on the fence line referenced in APPENDIX B is the property of and shall be maintained by Heckrodt Wetland Reserve, Inc.

City of Menasha

By: _____

Donald Merkes, Mayor

By: _____

Deborah A. Galeazzi, City Clerk

Heckrodt Wetland Reserve, Inc.

By: _____

F-285

North

PLANK ROAD
S.T.H. "114"

END POINT OF DESCRIPTION

SCALE: 1" = 100' ±

UNPLATTED LANDS
OWNED BY THE
CITY OF MENASHA
TAX PARCEL NO.
5-00500-00

UNPLATTED LANDS
OWNED BY THE
CITY OF MENASHA
TAX PARCEL NO.
5-00924-00

MAINTENANCE
DELINEATION LINE
AS DESCRIBED IN
ATTACHED EXHIBIT

UNPLATTED LANDS
OWNED BY THE
CITY OF MENASHA
TAX PARCEL NO.
5-00497-00

UNPLATTED LANDS
OWNED BY THE
CITY OF MENASHA
TAX PARCEL NO.
5-00516-00

CSM NO. 6609
LOT 1

POINT OF BEGINNING

F-285
FEBRUARY 2013

The City of Menasha will maintain all of the property that lies south and/or west of the existing fence line and the Heckrodt Wetland Preserve will maintain all of the property that lies north and/or east of the existing fence line described as follows within parcels of land owned by the City of Menasha (Tax Key Numbers 5-00497-00 and 5-00924-00) within Section 13, Town 20 North, Range 17 East and Section 14, Town 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin:

Commencing at the southeast corner of Lot 1 CSM No. 6609; thence N74°41'52"E, 234.45 feet along the Northerly right-of-way line of Wisconsin Central Limited Railroad to the Point of Beginning; thence N00°59'39"E, 131.88 feet; thence N00°43'07"E, 50.27 feet; thence N02°17'55"W, 70.25 feet; thence N02°51'11"W, 60.02 feet; thence N09°29'12"W, 75.73 feet; thence N29°49'44"W, 29.18 feet; thence N30°04'06"W, 12.32 feet; thence N30°39'10"W, 19.71 feet; thence N84°51'56"W, 99.32 feet; thence N48°23'08"W, 30.16 feet; thence N02°54'41"E, 208.71 feet; thence N02°56'20"E, 160.42 feet; thence N02°12'40"E, 14.67 feet; thence N03°32'15"E, 22.67 feet; thence N00°10'58"W, 28.02 feet; thence N02°45'40"E, 24.62 feet; thence N02°53'53"E, 23.93 feet; thence N01°50'11"E, 23.15 feet; thence N00°26'15"E, 23.62 feet; thence N02°46'16"W, 24.72 feet; thence N02°22'48"W, 19.07 feet; thence N06°51'38"W, 17.72 feet; thence N05°57'23"W, 18.81 feet; thence N13°11'02"W, 19.48 feet; thence N10°51'53"E, 11.04 feet; thence N00°00'00"E, 24.77 feet to an ending point on the Southerly right-of-way line of Plank Road – S.T.H. "114".

TOWER AND GROUND SPACE LEASE AGREEMENT

This Tower and Ground Space Lease Agreement (“Agreement”) is made and entered into the ____ day of _____ 2013 by and between City of Menasha, a Wisconsin municipality, whose address is 140 Main Street, Menasha, WI 54952 (hereinafter referred to as “Landlord”) and Sprint Spectrum L.P., a Delaware limited partnership (hereinafter referred to as “Tenant”).

WHEREAS, Landlord is the owner of certain property located at 455 Baldwin St., Menasha, WI. (the “Site”), upon which Landlord has placed a Tower (the “Tower”); and

WHEREAS, The Site is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide, attachment locations (the “Tower Space”) upon 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 contracts with a two third party tenants which has that have certain rights with respect to its their use of the Tower and Site for their 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 agreed as follows:

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

- (a) Occupy Tower Space at a RAD height of ~~16070~~ feet as shown in Exhibit C;
- (b) Occupy up to five ~~two-hundred twenty~~ (~~500220~~) square feet of Ground Space adjacent to the Tower, as shown in attached Exhibit C.
- (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 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. Tenant's installation of Tenant's Equipment on the Leased Space shall be limited to the antennas and other equipment as set forth herein and listed on Exhibit B. Tenant shall be permitted to operate and utilize any and frequencies allowed for by the Federal Communications Commission ("FCC") that does not interfere with Landlord's operations and/or Landlord's two other third-party Tenants 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 The initial installation of Tenant's Equipment shall be subject to Landlord's review and approval which shall not be unreasonably withheld, conditioned, or delayed or denied, 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 initial 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 ~~such any~~ work on the Leased Space until Landlord approves Tenant's site plan, plans and specifications, and frequencies, such approval not to be unreasonably withheld, conditioned, delayed or denied given in Landlord's reasonable/sole and absolute discretion. If Landlord does not approve Tenant's site plan, plans and specifications, or frequencies, it must notify Tenant within 10 business days of receipt of its objections. Tenant shall have the option to modify the site plans and specifications in accordance with Landlord's objections or terminate this Agreement may not install or construct Tenant's Equipment on the Leased Space. In the event Tenant does not receive Landlord's approval or objections within the 10 business day period referenced above, the site plans and specifications shall be deemed approved

(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 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 eighty (180) 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 \$ _____ 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 the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed under the law until paid. Annually, on the first anniversary of 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: City of Menasha, and mailed to 140 Main Street, Menasha, WI 54952, Attention: Finance. 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 otherwise discharged of record within ~~thirty~~twenty (20) business days of being notified of the lien. If Tenant fails to bond or discharge the lien within such ~~thirty~~twenty (20) business 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. 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 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 agrees to keep the Tower in good condition and repair, and in compliance with rules and regulations enforceable by the ~~FCC~~Federal Communications Commission, the Federal Aviation Administration, and other governmental authorities, provided, however, in the event Tenant's Equipment causes 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 initial antennas exceed 6~~increase the number of antennas and ancillary equipment or, 10 cables or other equipment on or within the Tower Space, or increase the aggregate size or weight thereof, or materially alter the location or appearance thereof without prior written approval from Landlord, such approval not to be unreasonably withheld, conditioned or delayed. 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 ~~Tenants'~~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") and the Tower and Ground Space Lease Agreement between City of Menasha and Airadigm dated [Insert date], unless Landlord and Landlord's Existing ~~Tenants~~ agree to such interruption or interference in writing. Tenant shall perform routine maintenance of Tenant's Equipment during normal business hours (Monday – Friday, 7-3:00 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. 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 from the Landlord or at 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. 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, 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.

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, unless due to Landlord's negligence or willful misconduct. 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, with all other tenants on the tower, -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 \$32,000,000 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 \$24,000,000; and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of \$1,500,000. 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. [pc1]~~

~~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 by law or 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. [pc2]~~

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-five (1530)~~ business 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-five (3015)~~ business days, provided Tenant makes a good faith showing that efforts toward a cure are continuing. [pc3]

~~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. Tenant may not assign or sublet this Agreement Lease without the prior written consent of Landlord, except Tenant may, without consent, to any entity which controls, is controlled by, or is under the common control with Tenant, or to any entity resulting from any merger or consolidation with Tenant, or to any partner of Tenant, or to any partnership in which Tenant is a general partner, or to any person or entity which acquires all of the assets of Tenant as a going concern, or to any entity which obtains a security interest in a substantial portion of Tenant's assets. Tenant shall provide written notice to Landlord within thirty (30) days of any such assignment.~~

~~18. Multiple Users. Except as provided for herein, and specifically in Section 17 above, and with respect to third party roaming and mobile virtual network operator ("MVNO") agreements, 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 without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, delayed or denied.~~

[pc4]

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, upon written notice to Tenant, 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 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 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) business 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 provisions of this Agreement to be observed or performed by such party, where such failure shall continue for a period of fifteen (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 (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, 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 aAgreement as follows:

(a) 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-; and

~~(b.) at any time upon thirty (30) three-hundred sixty five (365) days prior written notice by Tenant to Landlord after the commencement date of this Agreement, in the event any Governmental Approval issued to Tenant and necessary for the maintenance, operation or use of the Leased Space ishas been canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority and without fault of Tenant.~~

[pc5]

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 that Tenant is able to use to operate the Tenant's Equipment and provide a similar level of service to its customers as it did prior to the destruction of the Tower.

23. Condemnation.

(a) Permanent and Entire Condemnation. In the event the 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 Leased Space is temporarily damaged, taken, or condemned in its entirety or in the event a portion of the Leased Space is temporarily or permanently damaged, taken, or condemned whereby the Leased Space is not able to be utilized by the Tenant as it was on the effective date for a period of ~~threeone (31) months~~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.[pc6]

(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 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 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 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. 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: City of Menasha
Attention: Public Works Director
140 Main Street

Site Number: ML25XC107-A

Site Name: Menasha

Menasha, WI 54952-3151

Site Name/Number: _____

TENANT:

Sprint/Nextel Property Services

Mailstop KSOPHT0101-Z2650

6391 Sprint Parkway

Overland Park, Kansas 66251-2650

Mandatory copy to: Sprint/Nextel Law Department

Mailstop KSOPHT0101-Z2020

Attn.: Real Estate Attorney

6391 Sprint Parkway,

Overland Park, Kansas 66251-2020

334. 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, agreement, or condition, shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

345. 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

City of Menasha

By: _____

Printed: _____

Title: _____

TENANT

Sprint Spectrum L.P.Com, 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 [p7]
Legal Description**

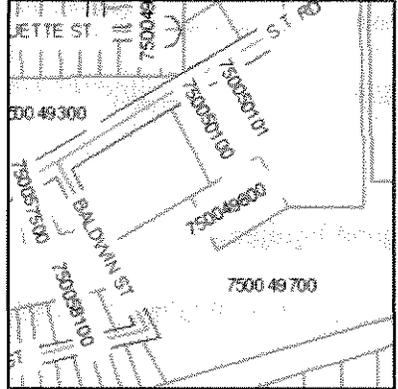
DESCRIPTION	ATTRIBUTE	Parcel Map
Parcel Id.	750049700	<div data-bbox="1019 357 1356 609" style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p align="center">Tip!</p> <p align="center">Profile Results:</p> <p align="center">Use the scroll bar ----> on the right side of this page to scroll down and view the rest of the Parcel Profile Information Report.</p> </div>  <p align="center">* Assessed values for: 2013</p> <p align="center">* 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 mounted at a centerline height of 160':

3 Panel Antennas - Model: Jaybeam W65-19-R06 x-pole RET (one per sector) with one homerun RET control cable

3 Panel Antennas - Model: KMW ET-X-TS-70-15-62-18-IR-RD (one per sector) and mounted with six (6) remote radio units (two per sector mounted at same height as the antennas)

3 each - hybrid cables (41.3 mm diameter, model TH-T2LE20055SE)

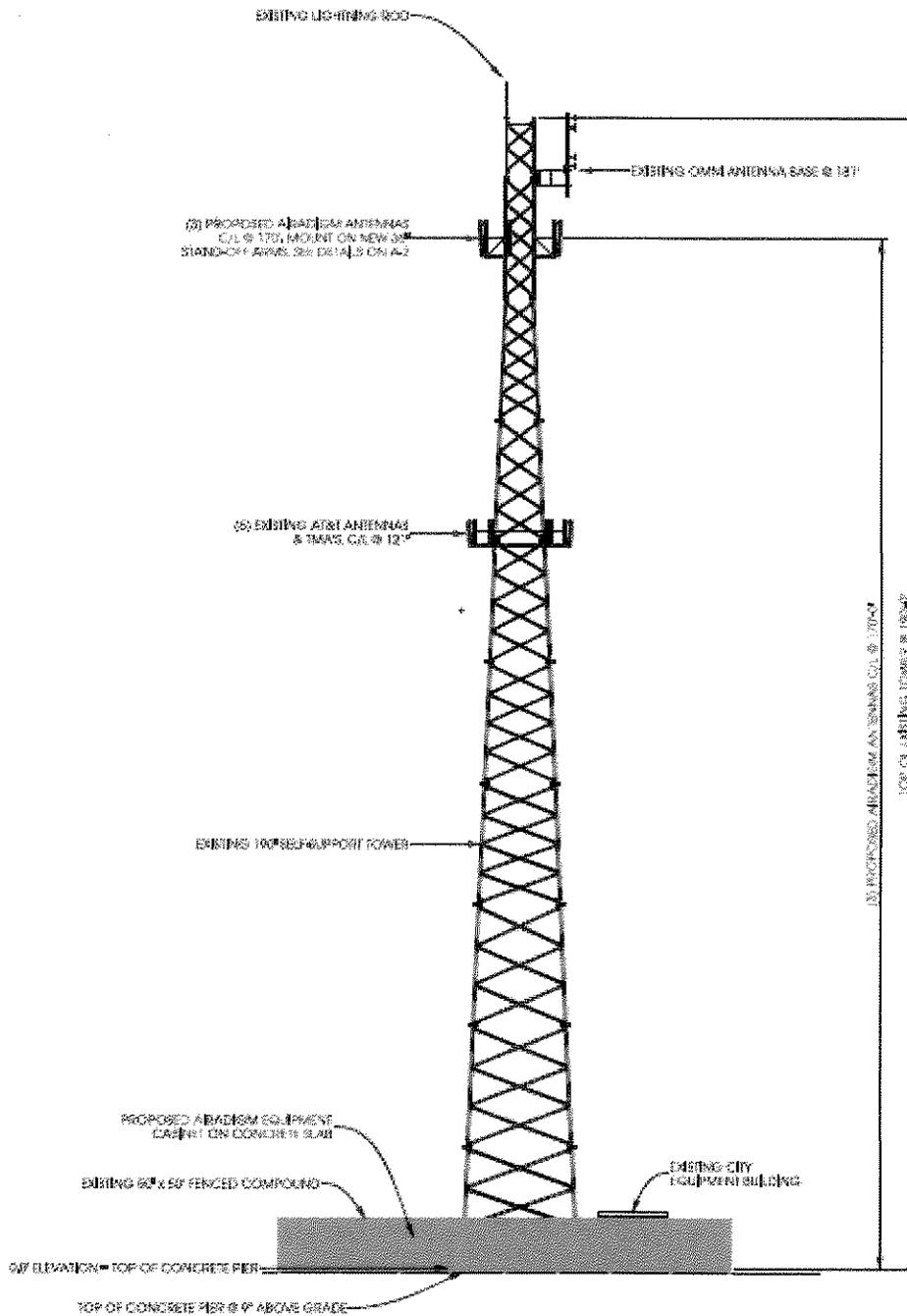
6 each - lines of 1-5/8" coax

Ground Equipment:

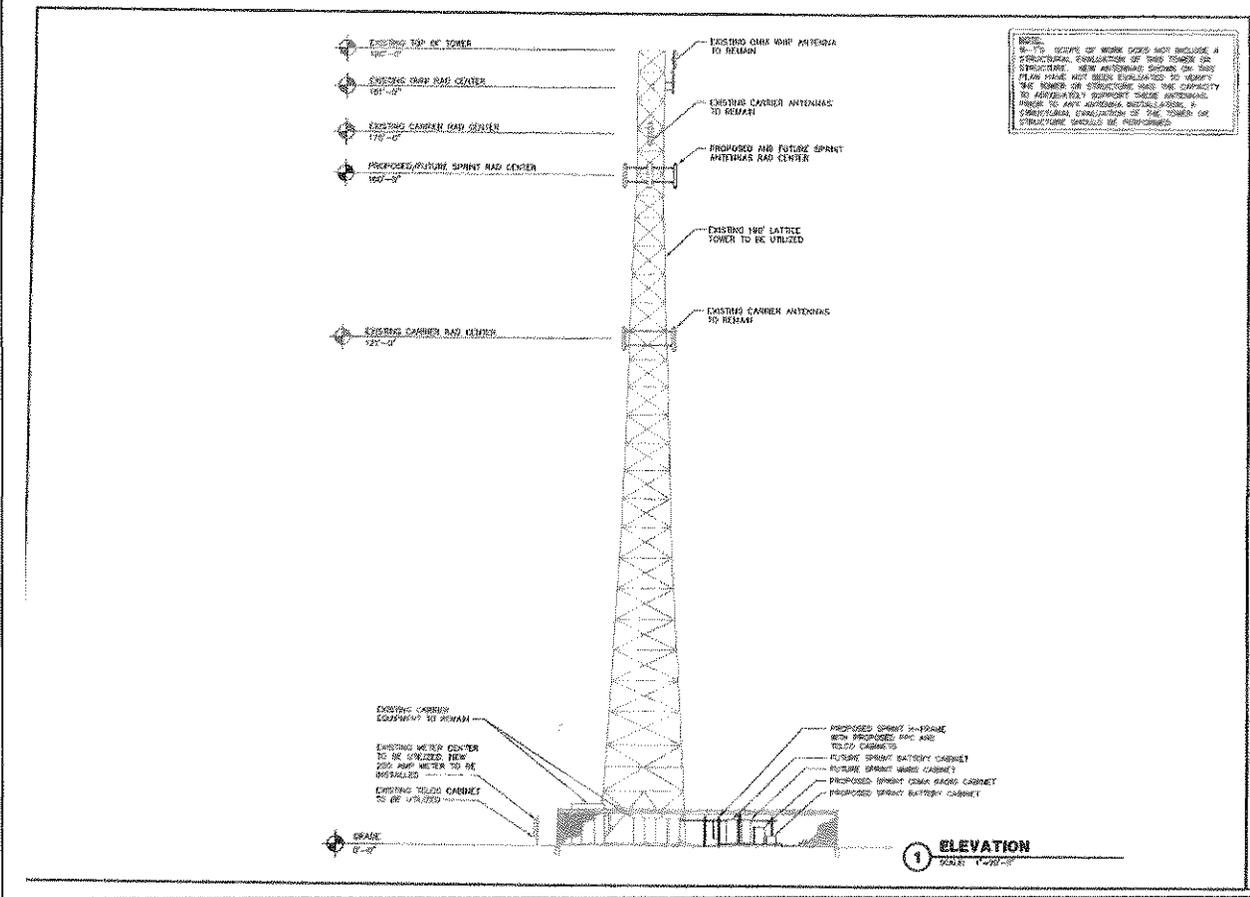
10' x 15' Concrete Pad with base station units within a 20' x 25' lease area.

**Exhibit C
Leased Space**

Tower Space [P8]



A TOWER PROFILE [NORTH ELEVATION]



Ground Space

