

It is expected that a Quorum of the Personnel Committee, Administration Committee, and Common Council 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**  
**Board of Public Works**  
**Third Floor Council Chambers**  
**140 Main Street, Menasha**  
**July 16, 2012**  
**6:45 PM**  
**or immediately following the Administration Committee**  
**AGENDA**

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

C. MINUTES TO APPROVE

1. July 2, 2012

D. ACTION ITEMS

1. Street Use Application – Twisted Pistons Cruise In; Thursday, August 16, 2012; 3:00 PM – 10:00 PM; (Menasha Action Council)
2. Authorization to Execute Agreement with Menasha Utilities for Use of Communications Equipment on Existing Tower at the Public Works Facility Property (Held 7/2/12 Meeting)

E. ADJOURNMENT

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA  
Board of Public Works  
Third Floor Council Chambers  
140 Main Street, Menasha  
July 2, 2012  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Taylor at 8:45 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, DPW Radtke, PP Homan, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [June 18, 2012](#)

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

Motion carried on voice vote.

D. ACTION ITEMS

1. [Street Use Application – Otto Grunski Runski; Saturday, August 11, 2012; 6:30 AM – 11:00 AM; \(City of Menasha Parks and Recreation Department\)](#)

Moved by Ald. Klein, seconded by Ald. Krueger to recommend to Common Council.

Motion carried on voice vote.

2. [Street Use Application – Diablo Cycling’s Twilight Criterium; Saturday, August 11, 2012; 8:00 AM – 9:00 PM \(Diablo Cycling\)](#)

Moved by Ald. Langdon, seconded by Ald. Krueger to recommend to Common Council.

Motion carried on voice vote.

3. [Street Use Application – Race the Lake; Sunday, August 19, 2012; 7:00 AM – 9:20 AM \(Midwest Sports Events\)](#)

Moved by Ald. Klein, seconded by Ald. Krueger to recommend to Common Council.

Motion carried on voice vote.

4. [Street Use Application – 19<sup>th</sup> Annual St. Joe’s 5K Run/Walk; Saturday, October 13, 2012; 8:00 AM – 10:00 AM \(Pacesetter’s Fox Cities\)](#)

Moved by Ald. Klein, seconded by Ald. Krueger to recommend to Common Council.

Motion carried on voice vote.

5. [Resolution R-24-12 Acknowledging Review of City of Menasha 2011 Compliance Maintenance Annual Report Under Wisconsin Administrative Code NR 208](#)

DPW Radtke explained the Compliance Maintenance Annual Report is a requirement of WIDNR. Since the City has achieved a grade of an A no recommendations or corrective actions are necessary.

Moved by Ald. Langdon, seconded by Ald. Krueger to recommend to Common Council.  
Motion carried on voice vote.

6. [Preliminary Resolution R-26-12 Declaring Intent to Exercise Special Assessment Powers under Section 66.0703, Wisconsin Statutes – Midway Road Sidewalk](#)

DPW Radtke explained the preliminary resolution is to state the City's intention to levy special assessments upon the property owners on Midway Road for the sidewalk project and to direct the Department of Public Works to prepare the plans, specifications and assessment report.

A public hearing will be scheduled at a later date.

Moved by Ald. Sevenich, seconded by Ald. Krueger to recommend to Common Council.  
Motion carried on voice vote.

7. [Authorization to Execute Agreement with Menasha Utilities for Use of Communications Equipment on Existing Tower at the Public Works Facility Property](#)

Moved by Ald. Krueger, seconded by Ald. Benner to hold item until Utilities can review the agreement.

E. ADJOURNMENT

Moved by Ald. Englebert, seconded by Ald. Benner to adjourn at 8:55 p.m.  
Motion carried on voice vote.

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



### STREET USE APPLICATION

Event: TWISTED PISTONS CRUISE IN  
 Sponsored by: MENASHA ACTION COUNCIL  
 Responsible Person: RANDY THOMSON  
 Address: 426 BROAD ST  
MENASHA WI 54952  
 Phone: 920-727-1826  
 Email Address: RANDY@RANDALLSAUTOHAUS.COM

Street Use Date: 8/16/2012  
 Start Time: 3:00 PM  
 End Time: 10:00 PM  
 Number of Units: 0  
 (Parades)

Street Route: (Attach Map) MAIN FROM RAMPINE TO CHUTE, MILWAUKEE FROM  
 Description of Use MAIN TO BANK DRIVE IN ENTRANCE, MILL  
FROM MAIN TO MARINA PLACE

**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 Mc Clone Ins Group Policy No. CP3195018  
 (Attached is a copy of the certificate of insurance and endorsement, each naming the City of Menasha as additional insured).

Date: \_\_\_\_\_ Applicant's Signature: Randall R. [Signature]

*Pat Cash*

**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. Please make checks payable to City of Menasha in the amount of \$50.00.

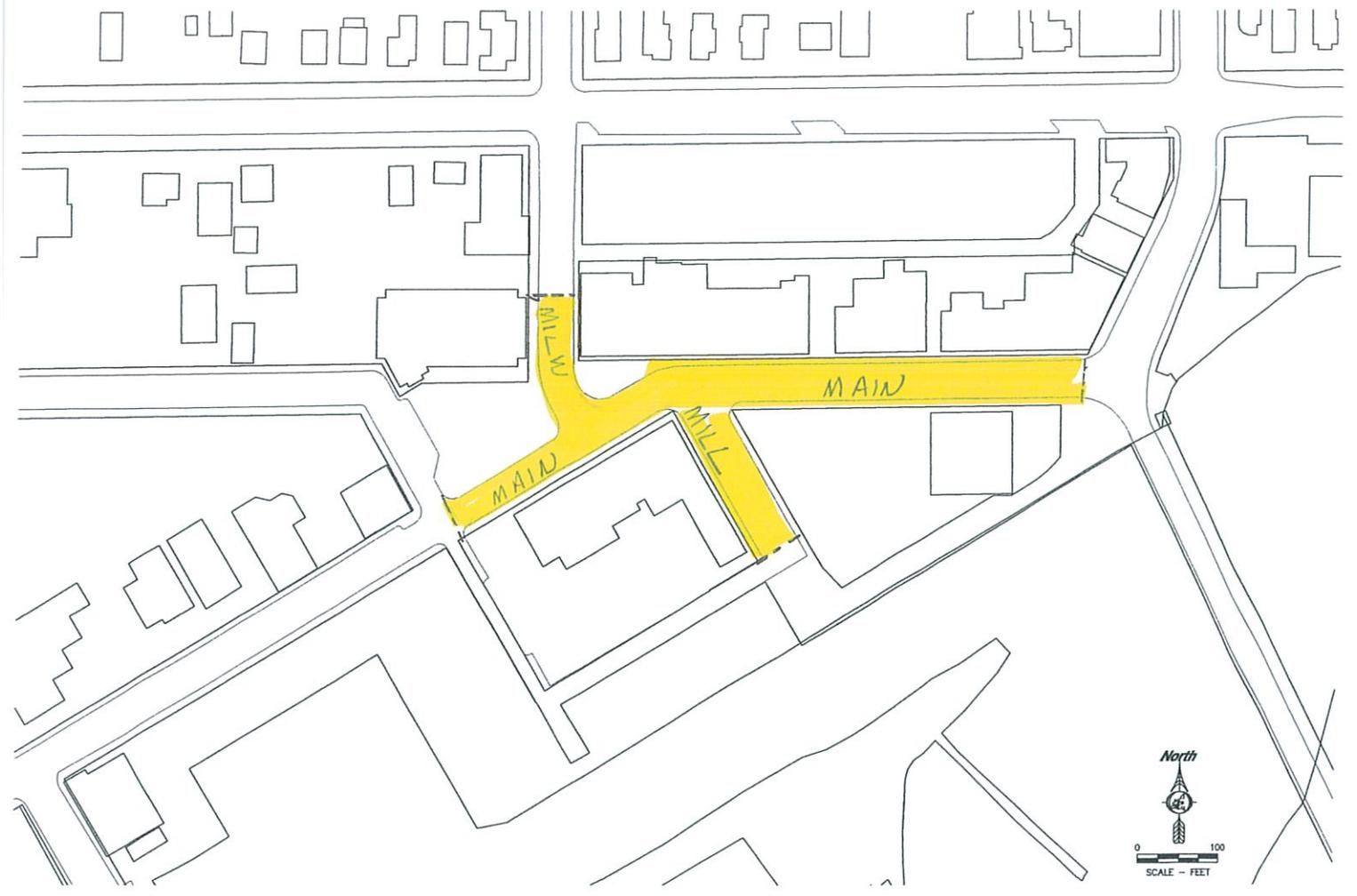
**Note to events planning to use City Parks and/or greenspace:** Any multi-day event or event which plans to sell beer and/or wine to the public must appear before the Parks and Recreation Board.

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**TO BE COMPLETED BY CITY STAFF (Revised January 16, 2012)**

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

Scheduled Common Council Review Date: 8-6-12  
 Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

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



TWISTED PISTONS CRUISE-IN  
AUGUST 16 2012  
3 PM TO 9 PM  
RANDY THOMSON 727-1826





## Memorandum

DATE: June 28, 2012

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works

RE: Authorization to Execute Agreement with Menasha Utilities for the Use of Communications Equipment on Existing Public Works Facility Tower

The Federal Communications Commission (FCC) has mandated all public safety and industrial/business licensees convert existing 25kHz radio systems to minimum narrowband 12.5kHz technology by January 1, 2013. The Public Works Department (PWD) has budgeted for and needs to purchase updated equipment for operation of its radio communications system within the narrowband spectrum. This equipment would be mounted on the existing 195 foot tower located at the Public Works Facility.

Menasha Utilities (MU) could also utilize this equipment for improved operation of its radio communications system and discussions regarding sharing of this equipment have occurred between the Utility and the City over the past eight months. Enclosed with this memo is a copy of a proposed agreement for the shared use of the communications equipment to be mounted on the City's tower. The basis for the shared cost terms is the number of radios owned by each entity. Shared costs include initial purchase, ongoing operation, maintenance and administrative costs, and a monthly rent for the use of the tower space. Each entity is responsible for the cost of their own radios, as those are not shared by MU and PWD. The PWD costs will be funded through the Public Works Fund (Equipment Fund). There is a sufficient balance of funds to cover our costs.

I recommend the approval of this agreement as a means to maximize cost savings for both MU and the City and to meet the January 1, 2013 FCC deadline for conversion to narrowband radio operation.

Enclosure

M:\word\BPW memo re Tower Agreement with MU\_6-28-12.docx

## RADIO SYSTEM COMMUNICATIONS AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this \_\_\_day of \_\_\_\_\_, 2012 by and between the City of Menasha (City) and the City of Menasha Water and Light Commission (Commission).

The initial term of this Agreement shall be five years commencing on the start of installation of the Equipment. The initial term shall be automatically renewed and extended, upon the same terms and conditions, for additional terms of five years each, unless either party notifies the other, in writing, at least 180 days before the end of a term, of its intention not to permit the Agreement to renew.

WHEREAS, This Agreement is entered into for the benefit of the City and Menasha Utilities; and

WHEREAS, The City owns Property located at 455 Baldwin St., Menasha, Wisconsin, known as the Public Works Facility; and

WHEREAS, The City has located upon the Public Works Facility property a communications tower (Tower); and

WHEREAS, The City and the Commission desire to place, attach, affix and locate communications equipment and related appurtenances, apparatus and facilities (Equipment) which are more particularly described on SCHEDULE B, attached hereto and made a part of this Agreement, on and near the Tower.

### ARTICLE I INSTALLATIONS, MAINTENANCE, AND USE

**1.1 Equipment.** The City and the Commission set forth herein their agreement with respect to the purchase and installation of Equipment on and near the Tower, ownership, maintenance, use and repair of said Equipment.

The City will be responsible for the purchase and installation of Equipment on and near the Tower as set forth in the 3/1/2012 quote #SBEEQ1038-01 from Nielson Communications Inc., a copy of which is attached as SCHEDULE B.

Each party will be responsible for the purchase and all other costs and expenses incurred for the radios associated with use of the Equipment.

**1.2 Ownership of Equipment.** Each of the parties will own one repeater and related assemblies. The building will be jointly owned by the parties – 60% City and 40% Commission.

**1.3 Maintenance of Equipment.** Each party will be responsible for the maintenance of, updates and repairs to the Equipment each party owns.

City and Commission shall share in the costs and expenses incurred in the event there is damage to the Tower, the Property or to the Equipment or any other lessee on the Tower that may result during use, installation, maintenance, updates or repair operations unless the damage is caused by said party to which extent said damage shall be the responsibility of the party causing the damage.

**1.4 Removal of Equipment.** Removal and disposal of the Equipment and restoration of the property to the condition existing at the time this Agreement was entered into reasonable wear and tear excepted will be shared by the parties owning the equipment at that time.

**1.5 Use of Equipment.** Each party shall have use of Equipment necessary for operation of each respective radio system.

**ARTICLE II  
INTERFERENCE**

**2.1** The Parties acknowledge that another party, AT & T, has certain rights with respect to access and use of the Tower in connection with a Ground Site Lease Agreement.

**ARTICLE III**

**3.1 Rent.** Commission shall pay to the City as rent the sum of \$200 per month due on the first day of each month beginning the first month following Commission's use of the Equipment.

**3.2 Capital Cost.** Commission shall also pay an initial amount of \$20,000 to City representing Commission's share of capital costs incurred for the purchase and installation of the Equipment. Said payment shall be due upon terms set by the vendor.

**ARTICLE IV  
DAMAGE AND/OR DESTRUCTION**

**4.1 City May Repair or Restore Upon Insured Loss.** If the Tower is damaged or destroyed by fire, vandalism, or other casualty, this Agreement shall continue in full force and effect if City elects to make repairs or restores at its option the Tower within ninety (90) days of such fire or other casualty. In the event City elects to not make such repairs, City shall deliver written notice to Commission of City's election to not repair the Tower; and Commission shall have the right to terminate this Agreement effective as of the date of the damage.

**4.2 Rent Abatement.** If, through no fault of Commission or its agents, employees, representatives, contractors, or other persons acting or engaging by, through, or under Commission, the Tower is damaged so as to render the same substantially unusable for its intended purpose, the Rent shall abate for such period while City restores at its option the Tower.

**ARTICLE V  
MISCELLANEOUS**

**5.1** The Parties shall cooperate in obtaining any approvals required for use of Equipment.

**5.2 Assignment.** Commission will not assign or transfer this Agreement without the prior written consent of City.

**5.3 Non-Waiver.** Waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of this Agreement, regardless of City's or Commission's knowledge of any prior or proceeding breach at the time of payment or acceptance of rent.

**5.4 Entire Agreement/Amendment.** This Agreement contains all covenants and agreements between City and Commission relating in any manner to the rent, parties' use of the Equipment, and other matters set forth in this Agreement. No prior agreements or understandings pertaining to the matters governed by this Agreement shall be valid, or of any force or effect; and the covenants and agreements of this Agreement shall not be altered, modified, or amended, except in writing signed by City and Commission.

**CITY OF MENASHA**

By: \_\_\_\_\_

**MENASHA WATER AND LIGHT COMMISSION**

By: \_\_\_\_\_



# SCHEDULE B

A Wireless Communications Solutions Company Since 1974

## QUOTE

QUOTE #	SBEEQ1038-01
DATE	3/1/2012

TO Mark Radtke  
 Menasha Public Works  
 140 Main St  
 Menasha, WI 54952-3190  
 139  
 Phone: (920)967-3610

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Ray		SEE NOTE	3/16/2012

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	EQUIPMENT HUT AT TOWER		
1	7'-10" x 7'-10" x 8'-8" ENVIRO BUILDING WITH 4" THICK WITH 4" THICK WALL AND CEILING PANELS. CAM LOCK MECHANISM FOR PANEL ASSEMBLY. FLOOR INCLUDED.	\$10,779.00	\$10,779.00
1	CEILING INSULATION UPGRADE FOR GREATER WEATHER LOAD BEARING	\$0.00	\$0.00
1	RAIN ROOF WITH TABS, THERMOPLASTIC SINGLE PLY PVC ROOF SYSTEM.	\$0.00	\$0.00
1	DOOR, 3'-0" X 7'-0" INSULATED 24 GAGE PAINTED BRONZE, WITH FRAME, DRIP CAP, THRESHOLD, WEATHER SEAL AND STAINLESS HINGES	\$0.00	\$0.00
1	750 CFM VENTILATION SYSTEM, INCLUDES POWERED INTAKE SHUTTER AND THERMOSTAT	\$0.00	\$0.00
1	WAVEGUIDE ENTRY PORT, 4 HOLE 4" LONG	\$0.00	\$0.00
1	MARVAIR AIR CONDITIONER-1 TON COOLING. 5KW HEAT-230/208/1/60 ELECTRICS- R410A-SUPPLY & RETURN GRILLS- HIGH AND LOW PRESSURE CONTROLS, INSTALLATION HARWARE-DRIP	\$0.00	\$0.00
1	DIGITAL T-STAT, 1 HEAT, 1 COOL, NON PROGRAMMABLE , AUTO CHANGEOVER. #50186	\$0.00	\$0.00
24	INSTALLATION, ESTIMATED HELP FROM CITY WILL REDUCE COST	\$85.00	\$2,040.00
1	TRIPPLITE 1500VA / 1.5kVA / 1200 watt on-line double-conversion 2U rack/tower UPS 100/110/120V +/-2% output at 50/60Hz, 5 Min. at full load 14 min. at 1/2 load	\$1,057.00	\$1,057.00

645 Potts Avenue  
 Green Bay WI 54304  
 Ph.920-494-1828  
 Fx. 920-494-7391

www.nielsoncom.com  
 sales@nielsoncom.com

500 S Green Bay Rd  
 Neenah WI 54956  
 Ph. 920-886-1112  
 Fx. 920-886-0267



A Wireless Communications Solutions Company Since 1974

1	External Battery Pack and Cable. 3U, Expandable, Blue 2-Point Connector 5 Hour back-up	\$1,325.00	\$1,325.00
SubTotal			\$15,201.00
DMR DIGITAL REPEATER			
2	RD982 400-470 MHZ, 50 WATT, HYTERA DMR REPEATER	\$2,250.00	\$4,500.00
2	RM-20A-BB, 20 AMP POWER SUPPLY RACK MOUNT	\$179.92	\$359.84
1	COMPROD XTC-40-02D TWO CHANNEL COMBINER, ESTIMATED COST, PRICE MAY VARY DEPENDENT ON FREQUENCY ASSIGNMENTS.	\$6,171.00	\$6,171.00
2	ANTENNA 77470TM14 406-512 MHz, 8.5 DBD GAIN, DIPOLE, N	\$1,214.29	\$2,428.58
1	XRM-40-04RM 4 PORT MULTICOUPLER	\$3,114.47	\$3,114.47
1	TPCP-4546 PRE-SELECTOR	\$2,092.33	\$2,092.33
2	RFI-RFN-1005-3C RG58 "N" MALE CONNECTOR	\$10.00	\$20.00
4	RFN-1006-3E RG213 CRIMP ON "N" MALE CONNECTION	\$11.00	\$44.00
6	FER10C1 FERRULE, FOR CONNECTOR CABLE RG55, 14Z-NICKEL PLATED, CONNECTOR, REPLACEMENT PARTS	\$2.00	\$12.00
2	MISC HARDWARE, CONNECTORS,, TIE RAPS, CLIPS, HANGERS & MISC SHOP WARE.	\$150.00	\$300.00
2	IBAR-12 19" RACK MOUNT SURGE PROTECTION	\$225.00	\$450.00
4	TMC-LP-BTR50NFF .125-1GHZ NFF GTDC BLOCK ANTENNA LIGHTNING ARRESTOR	\$70.00	\$280.00
1	19" RACK, BUD INDUSTRIES	\$317.00	\$317.00
60	LMR-400 COAX CABLE TIES	\$2.25	\$135.00
4	RFI-RFN-1006-3I RG393 3/8 CRIMP ON "N" MALE CONNECTION FOR LMR-400 OR BELDEN 9913	\$10.00	\$40.00
2	MISC-600 G & S CUSTOM CUT JUMPER CABLES	\$275.00	\$550.00
32	INSTALLATION CHARGES, ESTIMATED. INCLUDES PHYSICAL MOVE OF EQUIPMENT FROM STEAM PLANT TO NEW LOCATION.	\$0.00	\$0.00
40	SHOP HOURLY RATE, ESTIMATED. CONFIGURE, ENGINEER, ASSEMBLE AND TEST.	\$85.00	\$3,400.00

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1	12' GRATED ICE BRIDGE ESTIMATED, FINAL BUILDING LOCATION WILL DETERMINE LENGTH NEEDED.	\$1,500.00	\$1,500.00
500	LDF5-50A 7/8", FOAM, TRANSMISSION LINE, COAXIAL CABLES CABLE	\$7.25	\$3,625.00
3	AND-L4TNF-PSA FEMALE N CONNECTOR, STRAIGHT, LDF4-50A, RING FLARE	\$40.00	\$120.00
3	AND- L4TNM-PSA MALE N CONNECTOR, STRAIGHT, LDF4-50A RING FLARE	\$40.00	\$120.00
3	POL-IS-50NX-C1 POLYPHASER/ LIGHTNING PROTECTION	\$84.00	\$252.00
6	204989-1 1/2 GROUNDING KIT""	\$37.50	\$225.00
SubTotal			\$30,056.22
TOWER CREW			
1	INCLUDES INSTALLATION OF SIDE ARM, ANTENNA, TRANSMISSION LINE, GROUND KITS, TERMINATE AND WEATHERPROOF, PROVIDE SNAP HANGERS AND HOIST GRIPS	\$4,631.00	\$4,631.00
SubTotal			\$4,631.00