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

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

6:00 PM
AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

D. PUBLIC HEARING

E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
   (five (5) minute time limit for each person)

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
   1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
      Minutes to receive:
      a. Administration Committee, 4/1/13
      b. Board of Public Works, 4/1/13
      c. Personnel Committee, 4/1/13
      Communications:
      d. Board of Canvass for April 2, 2013 Spring Election
      e. Arbor Day Ceremony Invitation
      f. Cities of Menasha, Neenah, Town of Menasha Sustainability Board Recycling Event
      g. Menasha Utilities Honored with National Award for Outstanding Safety Practices

G. CONSENT AGENDA
   (Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action on the Consent Agenda. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)
   Minutes to approve:
   1. Common Council, 4/1/13
   Administration Committee, 4/1/13: Recommends approval of:
   2. Listing Agreement with Grubb/Ellis-Pfefferle for 901 Airport Road, Menasha
   3. Tower and Ground Space Lease Agreement between City of Menasha and Airadigm Communications, Inc
   Board of Public Works, 4/1/13: Recommends approval of:
   4. Street Use Application – Diablo Criterium; Sunday, June 9, 2013; 7:00 AM – 7:00 PM (Diablo Cycling)
   5. Authorization to Execute Inter-Municipal Agreement with the Town of Menasha Regarding Melissa Street Rehabilitation Project

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS
   1. Accounts payable and payroll for the term of 4/4/13-4/11/13 in the amount of $1,838,474.86
   2. Application for Outdoor Extension, Mario’s Fresh Mexican Cuisine, LLC, 14 Tayco Street, Menasha, April 17, 2013 to June 30, 2013
   3. Acceptance of Donation of Outlot 5 and access easements (Menasha Shoreline Park)
J. ORDINANCES AND RESOLUTIONS
   1. **O-1-13 An Ordinance Repealing and Recreating Section 7-2-20 to 7-2-26 of the Code of Ordinances (Operator’s License) (Introduced by Ald. Sevenich)**

K. APPOINTMENTS

L. HELD OVER BUSINESS

M. CLAIMS AGAINST THE CITY

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

O. PRESENTATION TO OUTGOING COMMITTEE/BOARD/COMISSION MEMBERS
   - Debra Gorell - Landmarks Commission
   - Joe Guidote – Water & Light Commission
   - Dorothy Jankowski – Board of Health
   - Mary Nebel – Landmarks Commission
   - Ron Suttner – Parks & Recreation Board
   - Gary Wisneski – Library Board

P. PRESENTATION TO OUTGOING ALDERMEN
   - Alderman Chris Klein – District 1
   - Alderman Steve Krueger – District 5

Q. ADJOURN – Sine Die

**MEETING NOTICE**

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

"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 at least 24-hours in advance of the meeting for the City to arrange special accommodations."
A. CALL TO ORDER
   Meeting called to order by Chairman Klein at 6:30 p.m.

B. ROLL CALL/EXCUSED ABSENCES
   PRESENT: Aldermen Klein, Taylor Sevenich, Langdon, Krueger, Zelinski, Englebert, Benner
   ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, CDD Keil, Dpty Treasurer Sassman, LD Lenz, Clerk Galeazzi

C. MINUTES TO APPROVE
   1. Administration Committee, 3/18/13
   Moved by Ald. Langdon, seconded by Ald. Krueger to approve minutes.
      Motion carried on voice vote.

D. COMMUNICATIONS
   1. Arthur J. Gallagher Risk Management Services, Inc to CA/HRD Captain, 3/20/13; Equipment Breakdown Insurance Policy Endorsement

E. DISCUSSION/ACTION ITEMS
   1. Due Process Hearing – The Bar on Lake Park, LLC, Barry J. Sias, Agent, d/b/a Sliders, 890 Lake Park Road, Menasha
      Clerk Galeazzi explained Sliders has not been operating the require 150 days during the licensing year. This falls under Abandonment of Premises, Section 7-2-18(b) of the City Code which is cause for revocation of their license.
      No one was present to represent The Bar on Lake Park, LLC.
      Moved by Ald. Langdon, seconded by Ald. Englebert to revoke the Reserve Class B Liquor License for The Bar on Lake Park, LLC in accordance with Section 7-2-18(b) Abandonment of Premises.
      Motion carried on roll call 8-0.

   2. Due Process Hearing – Vertigo 1894, LLC, Dan Pamenter, Agent, d/b/a Vertigo, 167 Main Street, Menasha
      Dan Pamenter, agent for Vertigo 1984 explained for personal reason his business was not open on a regular bases. He is currently open and plans to operate as licensed.
      No action was taken.
3. **O-1-13 An Ordinance Repealing Section 7-2-20 to 7-2-26 of the Code of Ordinances (Operators’ License)**

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

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

Motion carried on roll call 8-0.

4. **Listing Agreement with Grubb/Ellis-Pfefferle for 901 Airport Road, Menasha**

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

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

Motion carried on roll call 7-1.

Ald. Langdon voted no.

5. **Tower and Ground Space Lease Agreement between City of Menasha and Airadigm Communications, Inc**

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

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

Motion carried on roll call 8-0.

F. **ADJOURNMENT**

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

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk
A. CALL TO ORDER
Meeting called to order by Chairman Taylor at 7:20 p.m.

B. ROLL CALL/EXCUSED ABSENCES
PRESENT: Aldermen Klein, Taylor, Sevenich, Langdon, Krueger, Zelinski, Englebert, Benner
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, CDD Keil, Dpty Treasurer Sassman, LD Lenz, Clerk Galeazzi

C. MINUTES TO APPROVE
1. March 18, 2013
   Moved by Ald. Krueger, seconded by Ald. Langdon to approve minutes.
   Motion carried on voice vote.

D. ACTION ITEMS
1. Street Use Application – Diablo Criterium; Sunday, June 9, 2013; 7:00 AM – 7:00 PM (Diablo Cycling)
   Moved by Ald. Krueger, seconded by Ald. Langdon to recommend to Common Council Street Use Application, Diablo Criterium, Sunday June 9, 2013, 7:00AM-7:00PM (Diablo Cycling).
   Motion carried on voice vote.

   2. Authorization to Execute Inter-Municipal Agreement with the Town of Menasha Regarding Melissa Street Rehabilitation Project
   Moved by Ald. Krueger, seconded by Ald. Zelinski to recommend to Common Council Authorization to execute Inter-Municipal Agreement with the Town of Menasha regarding Melissa Street Rehabilitation Project.
   Motion carried on roll call 8-0.

E. ADJOURNMENT
   Moved by Ald. Krueger, seconded by Ald. Klein to adjourn at 7:23 p.m.
   Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk
A. CALL TO ORDER
   Meeting called to order by Chairman Krueger at 7:24 p.m.

B. ROLL CALL/EXCUSED ABSENCES
   PRESENT: Aldermen Klein, Sevenich, Langdon, Krueger, Zelinski, Englebert, Benner,
   Mayor Merkes
   EXCUSED: Alderman Taylor
   ALSO PRESENT: CA/HRD Captain, PC Styka, FC Auxier, CDD Keil, LD Lenz,
   Dpty Treasurer Sassman, Clerk Galeazzi

C. MINUTES TO APPROVE
   1. Personnel Committee, 2/4/13
      Moved by Ald. Langdon, seconded by Ald. Klein to approve minutes.
      Motion carried on voice vote.

D. DISCUSSION/ACTION ITEMS
   1. Comptroller-Treasurer Position Vacancy
      CA/HRD Captain explained the Springsted report recommends the City create an
      Administrative Services Department and recruits an Administrative Services Director.
      This person would oversee Finance, Human Resources and Information Technology.
      Staff is looking for direction from the Personnel Committee on filling the current vacant
      position of Comptroller-Treasurer.
      General discussion ensued on a job description of this position, salary range, other
      municipalities that may have this position, timeline for filling this position, budgetary
      impact.
      Some Committee members had additional questions. They will discuss with staff and
      bring back information to next Personnel Committee meeting.

   2. Title 2, Chapter 3 of Municipal Code – Municipal Officers and Employees
      No discussion or action.

E. ADJOURNMENT
   Moved by Mayor Merkes, seconded by Ald. Langdon to adjourn at 8:11 p.m.
   Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk
Certification of the Board of Canvassers
Spring Election - April 2, 2013

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

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

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

<table>
<thead>
<tr>
<th>Office</th>
<th>Highest Candidate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alderman, District 1</td>
<td>Rebecca J. Nichols</td>
</tr>
<tr>
<td>Alderman, District 3</td>
<td>Stanley P. Sevenich</td>
</tr>
<tr>
<td>Alderman, District 5</td>
<td>Michael Keehan</td>
</tr>
<tr>
<td>Alderman, District 7</td>
<td>Jim Englebert</td>
</tr>
</tbody>
</table>

Thomas Stoffel
Greg Keen
Deborah A. Galcazi, City Clerk

4/18/13
(Date)
Tabular Statement of Votes Cast  
City of Menasha  
Spring Election – April 2, 2013

**Alderman, District 1**
Rebecca J. Nichols 203  
Chris Klein 173  
Write-in 2  
  Jim Bevers (2)

Total Votes Cast-Office 378  
Total Voters 412

**Alderman, District 3**
Stanley P. Sevenich 307  
Write-in: 11  
  Sue Wisneski (2)  
  Kevin Schwerdtfeger (1)  
  Fred Johnson (1)  
  Guy Cleveland (1)  
  Katherine Bauer (1)  
  Mitt Romney (1)  
  Andy Hoffman (1)  
  Mickey Mouse (1)  
  Donald Duck (1)  
  No Name (1)

Total Votes Cast-Office 318  
Total Voters 410

**Alderman, District 5**
Steve Krueger 185  
Michael Keegan 206  
Write-in: 0

Total Votes Cast-Office 391  
Total Voters 417

**Alderman, District 7**
Jim Englebert 333  
Write-ins: 6  
  Michael Keegan (1)  
  Rufus Anderson (1)  
  Gary Schreiter (1)  
  Dean Sandvig (1)  
  Jim Brown (1)  
  No Name (1)

Total Votes Cast-Office 339  
Total Voters 439
Summary Statement of the Board of Canvassers  
Spring Election – April 2, 2013

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

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

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

- Stanley P. Sevenich received 307
- Write-ins received 11

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

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

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

- Jim Englebert received 333
- Write-ins received 6
MINUTES OF THE BOARD OF CANVASSERS  
April 3, 2013 and April 8, 2013

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

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

**Alderman – District 1**
Rebecca J. Nichols 203  
Chris Klein 173  
Write-ins 2

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

**Alderman – District 3**
Stanley P. Sevenich 307  
Write-in 11

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

**Alderman – District 5**
Steve Krueger 185  
Michael Keehan 206  
Write-in 0

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

**Alderman – District 7**
Jim Englebert 333  
Write-in 6

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

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

[Signatures]
Thomas Stoffel  
Greg Keil  
Deborah A. Galeazzi
## Spring Election

### No Aldermanic Race in Districts 2, 4, 6, 8

<table>
<thead>
<tr>
<th>Elections</th>
<th>District 1+2</th>
<th>District 3+4</th>
<th>District 5+7</th>
<th>District 6</th>
<th>Calumet Cnty D8</th>
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<td>Joe Lingnokski</td>
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<th>Appleton Area School District Board</th>
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<tbody>
<tr>
<td>John Devantier</td>
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<tr>
<td>Jim Bowman</td>
</tr>
<tr>
<td>Julie Baker</td>
</tr>
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<td>Elizabeth Panzer</td>
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<table>
<thead>
<tr>
<th>Menasha School Joint School District Referendum</th>
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<tbody>
<tr>
<td>Yes</td>
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<tr>
<td>No</td>
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City of Menasha
Spring Election - April 2, 2013

<table>
<thead>
<tr>
<th>Total Voters</th>
<th>Total of voting age</th>
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<tbody>
<tr>
<td>13148</td>
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City of Menasha
Spring Election – April 2, 2013

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<tr>
<th>District 1</th>
<th>Total Pre-Registered Voters</th>
<th>Registered at Polls</th>
<th>No. Voted</th>
<th>Absentee</th>
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<td>District 4</td>
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<tr>
<td>Total City</td>
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<td>293</td>
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</table>
TO: Common Council  
   Park Board Members  
   Utility Board Members  

FROM: Mayor Merkes  

DATE: 11 April 2013  

RE: 30th Anniversary Arbor Day Celebration  

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

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

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

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

MENASHA CELEBRATES 30 YEARS AS TREE CITY

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

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

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

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

Computers - Electronics
Appliances - Lamps

April 27th 2013

2 Events

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

May 4th 2013

1 Event

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

Hosted By:
City of Neenah Sustainability Committee
Town of Menasha Sustainability Committee
City of Menasha Sustainability Committee

RecycleThatStuff.com

Focus on energy
Partnering with Wisconsin utilities

See back for details!

Menasha Utilities
Lamp Recyclers Incorporated
JACK’S Maintenance Service
Whatever it Takes - Every Day Since 1952
Joint Recycling Event!

Saturday April 27th  
Town of Menasha  
Menasha Utilities

Saturday May 4th  
City of Neenah

8:00 am to Noon

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

Electronics we will recycle for Free
- CPU’s - Printers - Speakers - Scanners - LCD Screens - Fax Machines
- Vacuum Cleaners - Phones - Laptops - Record Players - Tape Players
- CD Players - I-pods - VCR’s - DVD Players - Beta Tape Players
- Electrical Saws - Drills - Calculator - UPS’s - Paper Shredders
- Coffee Machines - Heaters - Portable Game systems

Most Household Electronics
- **Lamp Recycling:** All Fluorescent Lamps
  **Lamp Recycling charges vary per location***

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

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

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

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

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

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

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

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

###
A. CALL TO ORDER
   Meeting called to order by Mayor Merkes at 6:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES
   PRESENT: Aldermen Klein, Taylor, Sevenich, Langdon, Krueger, Zelinski, Englebert, Benner
   ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, CDD Keil, PRD Tungate,
   Dpty Treasurer Sassman, LD Lenz, Clerk Galeazzi

D. PUBLIC HEARING

E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
   (five (5) minute time limit for each person)
   No one spoke.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
   1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
      Minutes to receive:
      a. Administration Committee, 3/18/13
      b. Board of Public Works, 3/18/13
      c. Board of Health, 2/15/13
      d. Committee on Aging, 2/14/13
      e. Landmarks Commission, 2/13/13
      f. Library Board, 3/21/13
      g. Neenah-Menasha Sewerage Commission, 2/26/13
      h. Plan Commission, 3/19/13
      i. Safety Committee, Public Works/Parks, 2/26/13
      j. Safety Committee, City Hall, 2/7/13
      Communications:
      k. PWD Radtke; WDNR Annual Report under MS4
      l. Department of Army Detroit District Corps of Engineers, 3/12/13; Lake Winnebago Fill-up Strategy
      m. David & Kuelthau’s 35th Annual Public Official Program
      n. WPPI Energy Newsletter, At-A-Glance
      o. Menasha Historical Society Newsletter, April 2013
     Moved by Ald. Sevenich, seconded by Ald. Langdon to receive Minutes and Communications A-O.
     Motion carried on voice vote.

G. CONSENT AGENDA
   (Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any
   Alderman and place immediately following action on the Consent Agenda. The procedures to follow for the
   Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from
   Consent Agenda.)
   Minutes to approve:
   1. Common Council, 3/18/13
Board of Public Works, 3/18/13; Recommends approval of:

2. **Recommendation to Award – City of Menasha Ninth Street Sewage Lift Station Modifications; Contract E145-13-01A; PTS Contractors; $276,600.00**

3. **Recommendation to Award – City of Menasha Ninth Street Sewage Force Main Replacement; Contract E145-13-01B; Roger Bowers Construction, Inc.; $194,066.35**

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

4. **Certified Survey Map, Tana Lane Extended (Woodlands Nature Park)**

5. **Certified Survey Map, Ahnaip Street, Menasha Shoreline Park**

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

Moved by Ald. Sevenich, seconded by Ald. Langdon to approve Consent Agenda items 1, 2, 3, 5

Motion carried on roll call 8-0.

**H. ITEMS REMOVED FROM CONSENT AGENDA**

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

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

Motion on amendment carried on roll call 8-0.

Motion as amended carried on roll call 8-0.

**I. ACTION ITEMS**

1. **Accounts payable and payroll for the term of 3/21/13-3/28/13 in the amount of $727,946.34**

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

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

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

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

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

   Motion carried on roll call 5-3

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

   Ald. Taylor, Sevenich, Krueger voted no

**J. ORDINANCES AND RESOLUTIONS**

1. **R-3-13 Resolution to Apply for Matching Grant Funds for the Gilbert Site Through the Wisconsin Department of Natural Resources**

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

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

   Motion carried on roll call 8-0.

**K. APPOINTMENTS**

1. **Accept resignation of Kara Homan from Plan Commission**

2. **Mayor’s appointment to Plan Commission**

   a. **Gretchen DeCoster, 370 Lake Road, Menasha for a term April 1, 2013 to May 1, 2014**

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

   Motion carried on voice vote.
L. HELD OVER BUSINESS
   1. Motion to Remove from the table – Approval of authorization to Execute Inter-Municipal Agreement with the Town of Menasha regarding Midway Road Concrete Walk Construction
      Moved by Ald. Sevenich, seconded by Ald. Langdon to remove from the table Authorization to Execute Inter-Municipal Agreement with the Town of Menasha regarding Midway Road Concrete Walk Construction. Motion carried on roll call 8-0.

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

M. CLAIMS AGAINST THE CITY

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA
   (five (5) minute time limit for each person)
   No one spoke.

O. ADJOURN
   Moved by Ald. Langdon, seconded by Ald. Krueger to adjourn at 6:24 p.m. Motion carried on voice vote.

   Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk
**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

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

- **PROPERTY DESCRIPTION:** Street address: 901 Airport Road
- **LIST PRICE:** One Hundred Twelve Thousand Dollars ($112,000.00)
- **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11, and the following items: None

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

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

**SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:

None

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

N/A

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

Broker may advertise the following special financing and incentives offered by Seller: N/A

Seller has a duty to cooperate with Broker’s marketing efforts. See lines 84-90 regarding Broker’s role as marketing agent and Seller’s duty to notify Broker of any potential buyer known to Seller. Seller agrees that Broker may solicit or contact other buyers during the term of this Listing.

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

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

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

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

--- INSERT DATE ---

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

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

**COMMISSION:** Broker’s commission shall be See Line 254

Seller shall pay Broker’s commission, which shall be earned, if, during the term of this Listing:

1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on 
substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT 
LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding 
procurement.)
A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1) 
or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the 
fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair 
market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction 
involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing 
or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of 
the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to 
another owner, except by divorce judgment.
NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to 
any remaining Property.

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

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

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

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

■ BROKER DISCLOSURE TO CLIENTS:

■ UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:
(a) The duty to provide brokerage services to you fairly and honestly.
(b) The duty to exercise reasonable skill and care in providing brokerage services to you.
(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request 
it, unless disclosure of the information is prohibited by law.
(d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the 
information is prohibited by law. (See Lines 218-221)
(e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential 
information or the confidential information of other parties. (See Lines 157-173)
(f) The duty to safeguard trust funds and other property the broker holds.
(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the 
advantages and disadvantages of the proposals.

■ BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE 
BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:
(a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction, 
unless you release the broker from this duty.
(b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.
(c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are 
within the scope of the agency agreement.
(d) The broker will negotiate for you, unless you release the broker from this duty.
(e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by
law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is contrary to your interests.

(f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation relationship"), different duties may apply.

- MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:
  - A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction consent, the broker may provide services to the clients through designated agency.
  - Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A salesperson will not reveal any of your confidential information to another party unless required to do so by law.
  - If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.
  - If you authorize a multiple representation relationship the broker may provide brokerage services to more than one client in the transaction but neither the broker nor any of the broker's salespersons may assist any client with information, opinions, and advice which may favor the interests of one client over any other client. If you do not consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more than one client in the transaction.

INITIAL ONLY ONE OF THE THREE LINES BELOW:

[ ] I consent to designated agency.
[ ] I consent to multiple representation relationships, but I do not consent to designated agency.
[ ] I reject multiple representation relationships.

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

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

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

- CONFIDENTIALITY NOTICE TO CLIENTS: Broker will keep confidential any information given to Broker in confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information. Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you. The following information is required to be disclosed by law:
  - 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).
  - 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

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

CONFIDENTIAL INFORMATION: None

NON-CONFIDENTIAL INFORMATION (The following may be disclosed by Broker): None

- SELLER'S DISCLOSURE REPORT: Wisconsin Administrative Code Chapter RL 24 requires listing brokers to make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.
SELLER REPRESENTATIONS REGARDING DEFECTS: Seller represents to Broker that as of the date of this Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other than those noted on Seller's disclosure report or written response.

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

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

DEFINITIONS:

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

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

1. Significantly and adversely affecting the value of the Property;
2. Significantly reducing the structural integrity of improvements to real estate; or
3. Presenting a significant health risk to occupants of the Property.

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

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

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

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

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

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

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

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

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

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

NON-DISCRIMINATION: Seller and Broker agree that they will not discriminate against any prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful manner.
**EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money, Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to Broker shall not terminate this Listing.

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

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

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

2. See attached addendum

**ADDENDA:** The attached addenda None

**NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about sex offenders registered in Wisconsin by contacting the Wisconsin Department of Corrections at http://www.widocoffenders.org or by telephone at (608)240-5830.

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

**READING/RECEIPT:** By signing below, Seller acknowledges receipt of a copy of this listing contract and that he/she has read all five pages as well as any addenda and any other documents incorporated into the listing.

---

City of Menasha

Print Name Here: ▲

Date ▲

(920) 967-3600

Seller’s Phone # ▲

gkeil@ci.menasha.wi.us

Seller’s E-Mail Address ▲

---

Print Name Here: ▲

Date ▲

Seller’s Phone # ▲

---

Print Name Here: ▲

Date ▲

Seller’s E-Mail Address ▲

---

Print Name Here: ▲

Date ▲

Broker/Firm Phone # ▲

---

mikep@gepwi.com

Broker/Firm E-Mail Address ▲

---

Richard J. Knight, EVP, Secy

Grubb & Ellis | Pfefferle

3-28-13

(920) 968-4700

Broker/Firm Fax # ▲
Addendum A

901 Airport Road
Menasha, WI

Property is being sold subject to the following conditions:

Within 18 months of closing, purchaser must begin construction of a building or structure in compliance with city ordinances and other applicable laws and for a permitted purpose under city ordinances. Construction must be completed within 1 year after construction begins.
TOWER AND GROUND SPACE LEASE AGREEMENT

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

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

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

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

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

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

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

(d) Extend and connect utility lines and related infrastructure between Tenant’s Equipment and suitable utility company service connection points;

(e) Traverse the Site as reasonably necessary to accomplish Tenant's purpose contemplated herein.

2. Improvements and Purpose.

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

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

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

3. Duration. The initial term of this Agreement shall be five (5) years, commencing on the 1st of the month after the start of construction or ________, 20__ and expiring on the last day of the month in which the 5th annual anniversary of the Commencement Date occurred. Thereafter, provided that it has faithfully performed its obligations under this Agreement, Tenant shall have the option to extend its occupation of the Leased Space, continuing all the same
conditions and provisions hereof, for four (4) additional terms of five (5) years each. This Agreement shall automatically renew unless Tenant shall notify Landlord, in writing, of Tenant’s intention not to renew this Agreement, at least one hundred twenty (120) days prior to the expiration of the initial term, or as applicable, any additional term.

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

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

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

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

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

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

9. **Access.** Tenant shall at all times have unrestricted access to Tenant's equipment; provided, however, that its access to the Tower shall be limited to the installation, removal, and periodic maintenance of Tenant's antennas and lines at Tenant’s sole expense by a qualified tower services contractor approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. In addition, the Tenant shall have the right to allow qualified inspectors to examine/inspect the structural integrity of the Tower at such times as they deem reasonable. These inspections shall also be definitive on whether the Landlord is or is not in compliance under the requirements of Section 8(a) herein. In the event that such inspection shall detect a lack of the required maintenance of the Tower, Tenant shall have the inspector provide a detailed summary of such deficiencies to the Landlord. Upon receipt of such summary, the Landlord shall have thirty (30) days to cure all such deficiencies or the Tenant shall have the right to cure same. Any expenses incurred by the Tenant in performing maintenance on the Tower required to be performed by the Landlord may be recovered by the Tenant or their 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 any third party’s equipment or communications system located on the Tower prior to Tenant’s use of the Tower. In the event Tenant’s Equipment or Tenant’s use of the Tower or the Site causes measurable interference with or the improper operation of the Tower, Landlord’s related equipment or communications system or any third party’s equipment or communications system located on the Tower prior to Tenant’s use of the Tower, Tenant, upon notification of such interference, agrees to promptly remedy such interference at Tenant’s cost and, if necessary, agrees to cease operations (other than tests) until such interference is corrected to Landlord’s sole satisfaction. Landlord agrees not to allow any subsequent third party’s use of equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, the Tenant’s related equipment, or the Tenant’s communications signal or system. In the event any subsequent third party causes measurable interference with or the improper operation of the Tower, Tenant’s related equipment or communications system, Landlord, upon notification of such interference, agrees to promptly remedy such interference to Tenant’s sole satisfaction, at Landlord’s cost.

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

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

13. **Compliance with FCC Radio Frequency Emissions Requirements.**

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

   (b) If it is determined that the radio frequency levels at the Site and surrounding
vicinity exceed exposure levels set by the FCC and the responsible party causing such exposure cannot be identified, then Tenant shall reconfigure Tenant’s Equipment, including but not limited to reducing power levels, as reasonably directed by Landlord, and shall equitably share in all expenses incurred by Landlord as are necessary in order to meet FCC compliance levels.

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

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

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

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

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

Notwithstanding the foregoing, Tenant, nor any employee, contractor, subcontractor or agent of Tenant, shall allow any person to enter upon or climb on the Tower without inclusion of such person under its insurance policy coverage as required hereunder or without ensuring that such person is adequately insured and using appropriate preventive fall protection.
16. **Opportunity to Cure Defaults.** If Tenant fails to comply with any provision of this Agreement which Landlord claims to be a default hereof, Landlord shall serve written notice upon Tenant specifying the default, whereupon a grace period of thirty (30) days shall commence to run during which Tenant shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional thirty (30) days, provided Tenant makes a good faith showing that efforts toward a cure are continuing.

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

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

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

20. **Default.**

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

(i) **Monetary Default.** The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when
due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Tenant from Landlord.

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

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

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

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

23. **Condemnation.**

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

(b) **Temporary or Partial Condemnation or Damage.** In the event the Tower and the Site are temporarily damaged, taken, or condemned in their entirety or in the event a portion of the Tower or the Site is temporarily or permanently damaged, taken, or condemned whereby the Tower is not able to be utilized by the Tenant as it was on the effective date for a period of one (1) year or more, then the Tenant shall have the right to terminate this Agreement from the time of the damage, taking, or condemnation until the
Leased Space is in its original condition. Landlord shall have the right to terminate this Agreement by giving Tenant written notice thereof or to provide alternative space to Tenant, such alternative space to be acceptable to Tenant in Tenant’s sole and absolute discretion. If the alternative space is unacceptable to Tenant, Tenant shall give Landlord written notice thereof and, upon Landlord’s receipt of such written notice, this Agreement shall terminate. If either Landlord or Tenant elects to terminate this Agreement, all rights and obligations of Landlord and Tenant arising after the termination date shall terminate, except for the parties’ obligations concerning termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LANDLORD:

________________________
Attention: __________________

________________________
Site Name/Number: __________

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

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

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

END OF AGREEMENT - SIGNATURE PAGE TO FOLLOW
Signature Page

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

LANDLORD

By: ____________________________

Printed: _________________________

Title: ___________________________

TENANT

Airadigm Communications, Inc.

By: ____________________________

Printed: _________________________

Title: ___________________________
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 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
Exhibit A
Legal Description
Exhibit B
Equipment
Exhibit C
Site Description
STREET USE APPLICATION

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

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

Liability Insurance has been secured in the amount of $2,000,000 with the City of Menasha named as the additional insured. This is primary insurance.

Insurance Company: Willis of Texas
Policy No. 79960314
(Attached are samples of the certificate of insurance and endorsement; each naming the City of Menasha as additional insured)

Date: 3/6/2013 Applicant’s Signature: [Signature]

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

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

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

Scheduled Park & Recreation Board Review Date: ________________
Not Required: □ Approved: ____ Denied: ____

Scheduled Common Council Review Date: 4-11-13
Approved: ____ Denied: ____

APPROVAL:
Police Dept. □ Fire Dept. □ Public Works Dept. □ MR City Attorney □
## Certificate of Liability Insurance

**Producer:**
Willis of Texas, Inc.  
c/o 26 Century Blvd.  
P.O. Box 305191  
Nashville, TN 37230-5191

**Insurer:**
USA Cycling, Inc.  
210 USA Cycling Point  
Colorado Springs, CO 80919

---

### Coverages

**Certificate Number:** 19494506  
**Revision Number:**

**General Liability**
- **Claims-Made:** X  
- **Occur:**  
- **Policy:** 79960314  
- **Policy Number:** 12/31/2012  
- **Policy Effective:** 12/31/2013  
- **Limit:** $1,000,000  
- **Each Occurrence:**  
- **Damage to Rented Premises (Equipment):** $1,000,000  
- **Medical Exg. (Any one person):**  
- **Personal & Adv. Injury:** $1,000,000  
- **General Aggregate:** $3,000,000  
- **Products & Completed Operations:** $1,000,000  
- **Location:**  

**Automobile Liability**
- **Any Auto:**  
- **Scheduled Autos:**  
- **Non-Owned Autos:**  
- **Umbrella Liability:**  
- **Excess Liability:** OCCUR  
- **Claims-Made:**

**Workers' Compensation and Employers' Liability**

**Loss/Liability:**  
**Any Proprietor/Partner/Executive Officer/Member Excluded:** (Mandatory in NH)

**Workers' Compensation**
- **工伤 工作**  
- **Other**

---

**Description of Operations/Locations/Vehicles**

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

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

### Certificate Holder

City of Menasha  
140 Main Street  
Menasha, WI 54952

### Cancellation

**Authorized Representative:**

Signature: [Signature]

---

**ACORD 25 (2010/05)**  
*The ACORD name and logo are registered marks of ACORD*
**AGENCY**

Willis of Texas, Inc.

**POLICY NUMBER**

799560314

**CARRIER**

Federal Insurance Company

**EFFECTIVE DATE**

12/31/2012

**NAMED INSURED**

USA Cycling, Inc.

210 USA Cycling Point

Colorado Springs, CO 80919

**ADDITIONAL REMARKS**

**Event #2013-1213**

**Event Name:** Diablo Cycling Criterium

**Event Location:** Menasha, WI

**Event Dates:** 06/09/2013

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

Endorsement

Policy Period: DECEMBER 31, 2012 TO DECEMBER 31, 2013
Effective Date: DECEMBER 31, 2012
Policy Number: 7996-03-14
Insured: USA CYCLING, INC.
Name of Company: FEDERAL INSURANCE COMPANY
Date Issued: DECEMBER 4, 2012

This Endorsement applies to the following forms:

GENERAL LIABILITY

Who Is An Insured

State Or Political Subdivision – Permits

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

Bodily Injury/Property Damage Exclusions

Operations For State Or Political Subdivision

This insurance does not apply to bodily injury or property damage included within the products-completed operations hazard arising out of operations performed for any state or political subdivision designated as an insured.
Under Policy Exclusions the following exclusion is added:

**Policy Exclusions**

**Operations For State Or Political Subdivision**

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

**Designation Of State Or Political Subdivision**

AS REQUIRED BY WRITTEN CONTRACT/PERMIT

All other terms and conditions remain unchanged.

**Authorized Representative**

[Signature]

---

Liability insurance  Additional Insured – State Or Political Subdivision - Permits
Form 80-02-2306 (Rev. 4-01)  Endorsement

COMMOM COUNCIL 4/16/13 PAGE 46
*Draft*

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

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

1. The City and Town agree to pursue the street rehabilitation of Melissa Street in 2013 from Ninth Street to Plank Road.

2. A portion of Melissa Street abuts the City and a portion abuts the Town.

3. The Melissa Street rehabilitation project shall consist of unclassified excavation, utility adjustments, replacement of concrete curb & gutter as needed, pulverize existing asphalt, fine grading and 4” asphalt paving.

4. The City and Town agree the City shall be the lead agency in the preparation of plans and specifications and construction staking to accomplish the selected portions of the rehabilitation project and the Town shall be the lead agency in the bid letting process and bid award.

5. The City shall be responsible to pay 100% of the cost for all project construction work in the City. The Town shall be responsible to pay 100% of the cost for all project construction work in the Town. All project staking costs shall be prorated on the basis of the lineal feet in each municipality.

6. The City and Town agree each municipality shall have a period of up to 15 days to review the bid prices prior to the Town’s acceptance of the lowest responsible bidder. The actual contract may be let by the Town only after the 15 day review period. Following its review of the bid prices, should either the Town or the City decide not to pursue this project then the project shall not be completed and the agreement is terminated.

7. The City and Town agree each municipality will be responsible for performing project inspection work within its own municipal boundaries. If the Town elects to use City inspection services, the cost shall be prorated on the basis of the lineal center line feet in each municipality.

8. When the rehabilitation contract is awarded, the Town shall be the paying party for all contract work. The City shall reimburse the Town within 30 days of billing for work completed in the City.

9. This agreement shall terminate upon acceptance by the Town of final payment from the City of all City related project costs or upon the parties' mutual agreement to terminate the Agreement. Project costs at the time of any termination shall be based on the percentages in paragraph 5.
Dated this _____ of ________________, 2013.

TOWN OF MENASHA

By: ________________________________
   Dale Youngquist, Town Chairman

   ________________________________
   Karen Backman, Town Clerk

APPROVED AS TO FORM:

   ________________________________
   Herrling Clark Law Firm
   Town of Menasha Attorney

CITY OF MENASHA

By: ________________________________
   Donald Merkes, Mayor

   ________________________________
   Deborah A. Galeazzi, City Clerk

APPROVED AS TO FORM:

   ________________________________
   Pamela Captain
   City of Menasha Attorney
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Menasha Employees Credit Union-Employee Deductions
United Way-Employee Donations
Wisconsin Support Collections-Child/Spousal Support
WI SCTF-Child Support Annual Fee

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Total for check: 36878

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Total for check: 36879

194.00

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Total for check: 36882

144.50

| HENRY SCHEIN INC                | 36883        | 4/4/2013   | 100-0916-531.30-18 | 155.41        |          | Medical Equipment               |

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COMMON COUNCIL 4/16/13  PAGE 62
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April 11, 2013

To: Common Council

From: Debbie Galeazzi, Clerk

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

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

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

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

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

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

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

I encourage the Common Council to accept the donation of Outlot 5 and the access easements. The Certified Survey Map creating the outlot and the easements was approved at the April 1, 2013 Common Council meeting, and will be recorded upon acceptance of the land donation. A deed will be created following recordation to effectuate the land transfer from PJC Group, LLC and the City of Menasha.
February 27, 2013

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

Dear Mr. Keil:

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

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

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

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

As ever,

Edmund J. Jelinski
Managing Member

EJJ/mhc
ORDINANCE O-1-13

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

INTRODUCED BY ALDERMAN SEVENICH

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

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

Title 7 – Licensing and Regulation

CHAPTER 2

Fermented Malt Beverages and Intoxicating Liquor

ARTICLE B

Operators’ License

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

(a) OPERATOR'S LICENSE. There shall be upon the premises operated under a every Class "A" "Class A" intoxicating liquor license, or Class "B" "Class B" intoxicating liquor license, Class “A” fermented malt beverage license, Class "B" Class “B” fermented malt beverage license or Class C wine license, at all times, the licensee or some other person who shall have an operator's license and who shall be responsible for the acts of all persons serving or selling any intoxicating liquor or fermented malt beverages to customers. No person other than the licensee shall serve or sell fermented malt beverages or intoxicating liquor in any place operated under Class "A", "Class A", intoxicating liquor or Class "B", “Class B” intoxicating liquor license or, Class “A” fermented malt beverage, Class “B” fermented malt beverage license, or Class C wine licenses unless he or she shall possess an operator's license or unless he or she shall be under the immediate supervision of the licensee or a person holding an operator's license who shall be upon the premises at the time of such service.

(b) MANAGER'S LICENSE. Twenty-five Dollars ($25.00) per year. Said manager's license, or otherwise known as an agent's license, shall be given upon written application to the person who has the responsibility or authority for personnel, management of all employees whether or not the person is authorized to sign employment contracts or contracts for the purchase or sale of goods but actually does such purchasing and generally assumes the daily operation of the “Class A” intoxicating liquor or Class “A” fermented malt beverage or “Class B” intoxicating liquor or Class "B" fermented malt beverage or Class C wine premises. Said application shall be on forms as prescribed by the City Clerk Police Department whose mandatory duty it shall be to supply such forms. There shall be a Twenty-five Dollar ($25.00) annual fee for a manager's license.
(e) **PROVISIONAL LICENSE.**

(1) A provisional operator's license may be issued by the Police Department to a person who has applied for an operator's license under Sec. 7-2-20(a).

(2) A provisional operator's license may not be issued to any person who has been denied an operator's license.

(3) The provisional license expires sixty (60) days after the issuance or when a license under Sec. 7-2-20(a) is issued to the applicant, whichever is sooner.

(4) A fee of Ten Dollars ($10.00) shall be charged for a provisional operator's license.

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

(a) The Police Department may issue an operator's license, which license shall be granted only upon application in writing on forms to be obtained from the City Treasurer only to persons eighteen (18) years of age or older. Operator's licenses shall be operative only within the limits of the City.

(b) An operator's license for retail Class "A" "Class A" intoxicating liquor or Class "A" fermented malt beverage or "Class B" intoxicating liquor or Class "B" fermented malt beverage or Class C wine and "B" B fermented malt and intoxicating liquor license premises pursuant to Sec. 125.17, Wis. Stats., may be issued by the Police Department to any person of legal drinking age who has been a citizen of the United States 18 years of age and a resident of this state continuously for no less than ten (10) days, prior to the date of the filing of the application, upon certification of the Menasha Police Department. The Menasha Police Department will run a criminal history check through the Wisconsin Criminal History Records information database to determine the applicant's prior criminal history. When an applicant in this state has been convicted of a felony and has not been pardoned, such application shall be submitted to the City Attorney by the Police Department for further review.

(c) Whenever the Police Department denies a license, the applicant will then have the right to appeal such decision to the Administration Committee after a due process hearing. The action of the Committee shall be final.

**SEC. 7-2-22—DURATION.**

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

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

(a) The fee for an operator's license shall be Fifty Dollars ($50.00).

(b) The fee for any operator's license that is issued such that it will expire in six months or less shall be twenty-five dollars ($25.00).

(c) A fee of fifteen dollars ($15.00) shall be charged for a provisional operators license.

**SEC. 7-2-24—ISSUANCE.**

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

**SEC. 7-2-25—DISPLAY OF LICENSE.**

Each license issued under the provisions of this Chapter shall be posted on the premises whenever the operator dispenses beverages.
SEC. 7-2-26—REVOCATION OF OPERATOR'S LICENSE.

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

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

SEC. 7-2-20 OPERATORS’ LICENSE

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

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

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

(d) APPEALS. Any applicant whose application has been voided or denied or whose license has been revoked by the Police Department may appeal such determination of the Administration Committee.
SEC. 7-2-21 OPERATORS’ LICENSE FEE.
(a) The fees for Operators’ licenses shall be established by the Common Council.

SEC. 7-2-22 DISPLAY OF LICENSE.
(a) Each Operators’ license issued under the provisions of this Chapter shall be posted on the premises whenever the operator dispenses beverages.

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

Passed and approved this __________ day of __________, 2013.

______________________________
Donald Merkes, Mayor

ATTEST: ________________________
Deborah A. Galeazzi, City Clerk