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

CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, September 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. Presentation by K-9 Corps.
2. Clerk Galeazzi - the following minutes and communications have been received and placed on file:

Minutes to receive:
a. Administrative Committee, 9/3/13
b. Board of Public Works, 9/3/13
c. Neenah-Menasha Sewerage Commission, 8/27/13
d. Police Commission, 8/22/13
e. Water and Light Commission, 8/28/13

Communications
f. 2013-2014 Common Council Scheduled Meetings and Budget Review Sessions, 9/2013
g. Sue Nett, Health Department, 9/11/2013; Health Department Building Rent Information
h. Menasha Historical Society News, 9/2013
i. Customers First! The Wire Newsletter, 9/2013
j. Debra Schmitzer to Mayor Merkes, 9/9/13, Ditches on Drum Corps Drive
k. Todd Drew to Mayor Merkes, 9/11/13, Blue-Green Algae
l. Waverly Sanitary District Meeting Minutes, 7/9/13, 8/2/13, 8/6/13, 8/13/13
m. Town of Menasha Utility District Commission Meeting Minutes, 7/8/13, 7/22/13, 8/12/13, 8/26/13

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, 9/3/13

Administration Committee, 9/3/13 – Recommends Approval of:
2. First Amendment to Ground Site Lease Agreement dated March 30, 2001 between City of Menasha and TeleCorp Realty, LLC (New Cingular Wireless PCS, LLC predecessor in interest)
3. Third Amendment to the Lease Agreement dated March 17, 2008 between City of Menasha and Morton Martin 1 LLC and Dumke and Associates, LLC.

Board of Public Works, 9/3/13 – Recommends Approval of:
4. Street Use Application – 20th Annual St. Joe's 5K Run/Walk; Saturday, October 12, 2013; 8:00 AM – 10:00 AM (Pacesetter's – Fox Cities)
5. Street Use Application – Menasha High School Homecoming Parade; Friday, September 27, 2013; 5:30 PM – 6:15 PM
6. Street Use Application – St. Mary's Central Homecoming Parade; Friday, September 27, 2013; 5:00 PM – 6:00 PM
7. Request for Street Light on Pole in Front of 344 Grandview Avenue

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS
1. Accounts payable and payroll for the term of 9/5/13 to 9/12/13 in the amount of $ 526,171.34.
2. Beverage Operators License Applications for the 2013-2015 licensing period.
3. "Class B" liquor license application for Wiseguys Pizzeria LLC, d/b/a Wiseguys Pizzeria & Pub, 1440 S. Oneida Street, Suite J, Appleton, Brenda Jean Jorgensen, agent to deal in intoxicating liquor and fermented malt beverages for the 2013-2014 licensing year.
4. Motion to remove from the table – Tower and Ground Space Lease Agreement between City of Menasha and Sprint Spectrum L.P. at 455 Baldwin Street

J. ORDINANCES AND RESOLUTION
1. O-4-13 - An Ordinance Amending Section 11-1-1 of the Code of Ordinances (Unlawful Use of Telephone and Computer) (Introduced by Mayor Merkes and Ald. Keehan)
2. R-13-13 - Resolution Concerning the City of Menasha and the Menasha Joint School District to Jointly Raise Awareness of Bullying and Recognizing September 26, 2013 as "Bullying Awareness Day".
3. R-14-13 - Final Resolution Authorizing Public Improvements and Levying Special Assessments Against Benefited Property.

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. ADJOURNMENT

MEETING NOTICE

Common Council – Monday, OCTOBER 7, 2013 – 6:00 pm
Committee meetings to follow Common Council

"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."

DRAFT

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

A. CALL TO ORDER
Meeting called to order by Chairman Nichols at 7:44 p.m.

B. ROLL CALL/EXCUSED ABSENCES
PRESENT: Aldermen Sevenich, Keehan, Zelinski, Englebert, Benner, Nichols, Taylor
EXCUSED: Alderman Langdon
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, CDD Keil, PHD Nett, Dpty Treasurer Sassman, Engineering Supervisor Montour, Clerk Galeazzi

C. MINUTES TO APPROVE
1. Administration Committee, 8/19/13
Moved by Ald. Englebert, seconded by Ald. Keehan to approve minutes.
Motion carried on voice vote.

D. COMMUNICATIONS
1. CVMIC, 8/16/13; 2014 Premium Estimate Report

E. DISCUSSION/ACTION ITEMS
1. First Amendment to Ground Site Lease Agreement dated March 30, 2001 between City of Menasha and TeleCorp Realty, LLC (New Cingular Wireless PCS, LLC predecessor in interest)

CA/HRD Captain explained New Cingular Wireless PCS, LC (AT&T), submitted a request to make equipment changes on the cell tower at the Public Works Facility. A new Exhibit C-1, a list of the equipment, will be provided at the Council meeting.

General discussion ensured on the amendments and availability of the cell tower.

Moved by Ald. Sevenich, seconded by Ald. Keehan to recommend to Common Council First Amendment to Ground Site Lease Agreement dated March 30, 2001 between City of Menasha and TeleCorp Realty, LLC (New Cingular Wireless PCS, LLC predecessor in interest) with list of amendments.
Motion carried on roll call 7-0.

2. Third Amendment to the Lease Agreement dated March 17, 2008 between City of Menasha and Morton Martin 1 LLC and Dumke and Associates, LLC.

PHD Nett explained the amendment is to the Health Department lease on 316 Racine Street. The term runs January 1, 2014 to December 31, 2015 with no increase in the monthly rent.

General discussion ensued on the lease and required notice to vacate property.

Moved by Ald. Benner, seconded by Ald. Keehan to recommend to Common Council Third Amendment to the Lease Agreement dated March 17, 2008 between City of Menasha and Morton Martin 1 LLC and Dumke and Associates, LLC
Motion carried on roll call 7-0.

DRAFT

3. O-4-13 An Ordinance Amending Section 11-1-1 of the Code of Ordinances (Unlawful Use of Telephone and Computer) (Introduced by Mayor Merkes and Ald. Keehan)

PC Styka explained this ordinance addresses bullying. Electron communications is the most common form of bullying. Winnebago Crime Stoppers have been working primarily with schools to implement programs to prevent bullying. This ordinance will give police officers another tool to address the issue of bullying.

Marie Reuter, member of Winnebago Countywide Crime Stoppers, addressed the Committee on the goals of local and state Crime Stoppers organizations.

Moved by Ald. Keehan, seconded by Ald. Zelinski to recommend to Common Council O-4-13 An Ordinance Amending Section 11-1-1 of the Code of Ordinances (Unlawful Use Of Telephone and Computer).
Motion carried on roll call 7-0.

F. ADJOURNMENT
Moved by Ald. Benner, seconded by Ald. Keehan to adjourn at 8:25 p.m.
Motion carried on voice vote.

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

DRAFT

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

A. CALL TO ORDER
Meeting called to order by Chairman Taylor at 8:26 p.m.

B. ROLL CALL/EXCUSED ABSENCES
PRESENT: Alderman Sevenich, Keehan, Zelinski, Englebert, Benner, Nichols, Taylor
EXCUSED: Alderman Langdon
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, CDD Keil,
Dpty Treasurer Sassman, Engineering Supervisor Montour, Clerk Galeazzi

C. MINUTES TO APPROVE
1. August 19, 2013
Moved by Ald. Nichols, seconded by Ald. Keehan to approved minutes.
Motion carried on voice vote.

D. ACTION ITEMS
1. Street Use Application – 20th Annual St. Joe's 5K Run/Walk; Saturday, October 12, 2013; 8:00 AM – 10:00 AM (Pacesetter's – Fox Cities)
Moved by Ald. Sevenich, seconded by Ald. Benner to recommend to Common Council Street Use Application for 20th Annual St. Joe's 5K Run/Walk on Saturday October 12, 2013, 8:00 AM-10:00AM (Pacesetter's-Fox Cities)
Motion carried on roll call 7-0.

2. Street Use Application – Menasha High School Homecoming Parade; Friday, September 27, 2013; 5:30 PM – 6:15 PM
Moved by Ald. Sevenich, seconded by Ald. Keehan to recommend to Common Council Street Use Application for Menasha High School Homecoming Parade on Friday September 27, 2013, 5:30 PM-6:15 PM.
Motion carried on roll call 7-0.

3. Street Use Application – St. Mary's Central Homecoming Parade; Friday, September 27, 2013; 5:00 PM – 6:00 PM
Moved by Ald. Sevenich, seconded by Ald. Keehan to recommend to Common Council Street Use Application for St. Mary's Central Homecoming Parade on Friday September 27, 2013, 5:00 PM-6:00 PM.
Motion carried on roll call 7-0.

DRAFT

4. Request for Street Light on Pole in Front of 344 Grandview Avenue (Held)
Engineering Supervisor Montour reported residents in the area of 344 Grandview Avenue were sent notification of the meeting and the request for the installation of a street light.

PC Styka explained the type of police calls received in the area. More lighting in general is better in preventing crime.

Judy Pocan, 344 Grandview Avenue, addressed the Board on the importance of having a street light in the area.

Moved by Ald. Zelinski, seconded by Ald. Sevenich to recommend to Common Council the request for street light on pole in front of 344 Grandview Avenue.
Motion carried on roll call 7-0.

E. ADJOURNMENT
Moved by Ald. Nichols, seconded by Ald. Benner to adjourn at 8:35 p.m.
Motion carried on roll call.

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

NEENAH-MENASHA SEWERAGE COMMISSION

Regular Meeting

Tuesday August 27, 2013

Meeting was called to order by Commission President Youngquist at 8:00 a.m.

Present: Commissioners Mike Sambs, Kathy Bauer, Tim Hamblin, Gordon Falck, Jim Gunz, Raymond Zielinski, Dale Youngquist; Manager Randall Much, Accountant Roger Voigt.

Also Present: Tom Kispert, Amy Vaclavik (McMAHON); Rob Franck (MCO).

July 23, 2013 meeting minutes: Motion by Commissioner Zielinski, second by Commissioner Bauer to approve the minutes from the July 23, 2013 Regular Meeting and July 23, 2013 Closed Session. Motion carried unanimously.

Correspondence

The following correspondence was discussed:

A. August 1, 2013 email from Ken Abbott, Alpha Terra to Heath Kummerow, City of Neenah, with cc to Roger Voigt, NMSC.
RE: Request to discharge treated groundwater.

B. August 5, 2013 letter from Menasha City Clerk Debbie Galeazzi to Randall Much, NMSC.
RE: Menasha Resolution R-10-13 concerning Waverly Sanitary District.

C. August 6, 2013 letter from Andrew Rossmeissl, Herrling Clark to NMSC.
RE: Town of Harrison response to Menasha Resolution R-10-13.

D. August 7, 2013 letter from Joseph Huffman, ECWRPC to Randy Friday, Sherwood, cc to Dale Youngquist, NMSC.
RE: New Village of Harrison and Sherwood Service Area Plan.

Old Business

There is no Old Business to discuss.

New Business

Operations, Engineering, Planning

Phosphorus Removal – No additional update at this time.

UW Cooperative Extension Phosphorus Report on Management Implementation Issues – Manager Much reported this was provided to the Commission as information. Commissioner Hamblin questioned if Nick Vandehey should come in and report to us; Tom Kispert responded that if something needed to be brought before the Commission, Nick would have been here to provide a report. Commissioners further discussed the report and the information it contained.

President Youngquist proceeded to Agenda item McMahon User Charge System update to accommodate those in attendance.

Amy Vaclavik presented and discussed her memo to the Commission regarding the status of the User Charge System Update and the process on how the allocations were determined. Tom Kispert provided further explanation on how the split between flow, BOD, and suspended solids are determined. Amy further referenced the memo provided by Accountant Voigt to the Commission regarding the change in cost allocations from the current User Charge System to using the new User Charge System. Amy also discussed the change in the total to be collected in the Replacement Fund from the current $302,000 to a projected $778,000. Accountant Voigt indicated the Commission should review the policy of recording assets of the Commission; currently items starting at $500 are treated as an asset. The Commission should consider raising this value to at least $2,500; President Youngquist provided the thought the value should be $5,000. It was the consensus to include the topic of reviewing the capitalization policy at the next meeting. Accountant Voigt indicated the Replacement Fund and Depreciation Fund listed assets should also be reviewed further to determine if the smaller priced items should be included; if they are removed, this would have an impact on the amount to be collected for these funds. It was decided the methodology of the User Charge System should be further discussed and approved at the next meeting. Manager Much questioned if staff should go to the councils or if we should have a meeting for them to attend. After discussion it was decided a letter should be sent to the contract users updating them on the User Charge System.

Tom Kispert was requested to not present the power point slide show at this meeting due to the length of the topics to be discussed on the agenda, but to include it at the next Regular Meeting.

Construction Progress Update. Tom Kispert reviewed and discussed his memorandum handout on the plant construction progress, a request for a time extension on the asphalt paving and landscaping that would abut the asphalt, the Certificates for Payment, contract change orders, and pending proposals.

The Commission discussed the letter from August Winter & Sons requesting a time extension only for the asphalt paving and the landscaping/seeding that would be completed along the edges of the new asphalt. With delaying the installation of the new asphalt, there would be a warranty on the work, and there would be no heavy construction traffic traveling on the new pavement risking damaging the pavement which would require patching. After discussion motion by Commissioner Falck second by Commissioner Sambs to approve the contract extension for the asphalt paving and landscaping/seeding of the area along the edges of the new asphalt. Motion carried unanimously.

After further discussion on the ongoing work, motion by Commissioner Zielinski, second by Commissioner Gunz to approve for payment Certificate for Payment #10 from August Winter & Sons Inc. in the amount of $902,294.47. Motion carried unanimously.

Tom Kispert discussed proposed change order #21 for the contract with August Winter & Sons. Commissioners further discussed line item #21-6 for a credit on the painting on the exterior side

of the digester skirt for deduct of $11,912.00. Manager Much questioned if saving $12,000 now would be worth the extra expense of potentially buying a much larger expense in 20 years due to the corrosion that will occur on the metal and the repairs that will be needed if the area will not be repainted. The size of the area being discussed is 4 foot high by 220 feet. Tom indicated the painting crew does not have equipment to be able to sandblast and paint this area which is in a confined space of a couple inches wide. Commissioners questioned if they make special sandblasting tips at 90 degrees that could be used to reach in this area; Tom was not sure if this was an option.

Commissioner Gunz excused from the meeting (9:41 am).

After discussion motion by Commission Falck, second by Commissioner Bauer to approve change order #21, line items #21.1, #21.2, #21.3, #21.4, and #21.5 totaling $31,156.00 for the contract with August Winters & Sons. Motion carried unanimously. Tom reported he will check further into options on how to deal with areas needed to be repainted on the digester cover.

Tom Kispert and Rob Franck discussed the sludge conveyor replacement for the sludge loading area. The original plan was to reuse one of the three conveyors being taken down in the sludge bays for use in the redesigned sludge garage. After the three existing conveyors were removed and inspected, it was found the augers in the three conveyors were in very bad condition. The price to replace the auger only would be $4,780 plus installation costs; this quote was from the same company, Custom Conveyor. A competing quote was obtained and their quote was $8,950. Commissioners further discussed installing a new auger with a gear box that is already 20 plus years old and how long that would last. The Commission was informed they would be looking at a total cost of $10,000 to $15,000 to replace the auger, install new bearings, fix other miscellaneous items, and installing the unit. Tom reported he obtained a price of $42,450 to purchase a totally new complete unit. This did not include installation. Tom indicated he felt it would be best to replace the entire unit with new; Manager Much concurred. It was the consensus of the Commissioners to pursue the option of adding a new conveyor unit in the sludge garage.

Commissioner Zielinski expressed his concern on the length of the meeting already and the length of discussions that still need to occur and we should consider again having two meetings per month. President Youngquist agreed and it will be discussed later.

Tom Kispert reported on and discussed the Certificates for Payment on Equipment Contract H – Grit Washing Equipment. Contract H has two payment requests; #2 in the amount of $56,267.20 and #3 in the amount of $14,066.80 which is the final payment for Contract H. After discussion motion by Commissioner Falck second by Commissioner Zielinski to approve for payment Certificates for Payment #2 and #3 for Contract H – Grit Washing Equipment with Huber Technology, Inc. in the amounts of $56,267.20 and $14,066.80. Motion carried unanimously.

Tom Kispert discussed Certificate for Payment #3 for Contract K – Digester Mixers with Energenecs, Inc. in the amount of $22,220.00. After discussion motion by Commissioner Zielinski second by Commissioner Sambs to approve Certificate for Payment #3 for Contract K – Digester Mixers with Energenecs, Inc. in the amount of $22,220.00. Motion carried unanimously.

Tom Kispert reported on the status of the HSI Blowers. The sixth blower shipping date is now September 3. Tom discussed the letter received from Xylem Inc. confirming the terms of the warranty they are providing on the Sanitaire diffusers. Tom further reported on the lack of response from the supplier for Contract O and the leaking sodium hypochlorite pump fixtures. Manager Much indicated we should pursue some type of extended warranty on these pumps due to sodium hypochlorite leaking onto the pumps and the corrosion that can be expected.

Tom Kispert reported the Commissioners have the report on the contract summary log and the summary of the change orders for their review.

Motion by Commissioner Sambs second by Commissioner Zielinski to approve invoice #4211 from Attorney John Thiel in the amount of $320.00 for plant expansion legal advice. Motion carried unanimously.

Commissioners discussed the McMahon invoices; copies of the invoices not included in the July information sent to the Commissioners were included with the August material as requested. Commissioners discussed the current McMahon invoices. After discussion, motion by Commissioner Zielinski, second by Commissioner Hamblin to approve for payment McMahon invoices: #44782 - $21,000.00; #44783 - $96,200.00; #44784 – $7,100.00; #44785 - $1,200.00; #44786 - $9,600.00; #44787 - $21,953.26; #44788 - $800.00; #44789 - $1,400.00; and #44790 – $71,100.00. Motion carried unanimously.

Manager Much discussed the Operating Report for July. Gizmo LLC was brought in to discuss sludge issues on the testing results received and other items needed from them. Manager Much reported some of the operational data currently does not correlate. Commissioner Falck questioned the high solids loading in July; Accountant Voigt indicated there was a rain event during the month and this usually provides the higher loadings. The plant is operating well; a lot of extra time is being put in by several staff members due to start-up issues. After discussion, motion by Commissioner Falck, second by Commissioner Sambs to accept the Operating Report for July. Motion carried unanimously.

Accountant Voigt reported on a telephone request from an individual living at 816 Milwaukee Street. This is a property next to Commission property where our interceptor follows the railroad tracks. The individual had an old wooden storage shed located on our property and he was requesting permission to replace the unit with a smaller metal unit located in the same place. After discussion motion by Commissioner Falck second by Commissioner Zielinski to approve the request for the storage unit based on how this was handled in previous situations. Motion carried unanimously. Accountant Voigt also reported on other incidents of new encroachments on our property by others that were seen when visiting 816 Milwaukee Street. President Youngquist indicated we should include this for our next meeting to discuss a Commission policy on encroachments on Commission owned land.

Budget, Finance, Personnel

Accountant Voigt discussed the Financial Statements for the month of July 2013. Accountant Voigt responded to various questions regarding the information in the reports. After discussion,

motion by Commissioner Zielinski, second by Commissioner Bauer to accept the financial statements for the month of July, 2013. Motion carried unanimously.

NMSC Resolution 2013-2. President Youngquist informed the Commissioners this resolution will authorize the redemption of the bonds maturing in 2014. This was discussed and approved at the July meeting. After discussion motion by Commissioner Falck second by Commissioner Bauer to approve NMSC Resolution 2013-2, a RESOLUTION AUTHORIZING THE REDEMPTION OF THE 2014 MATURITY OF THE NEENAH-MENASHA SEWERAGE COMMISSION $5,025,000 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003B DATED SEPTEMBER 1, 2003. Motion carried unanimously on a roll call vote.

President Youngquist requested the draft budget should be discussed at a separate meeting; the date and time for a Public Hearing will still need to be set. Motion by Commissioner Falck second by Commission Hamblin to schedule a Public Hearing at 8:00 am on Tuesday September 24, 2013 prior to the Regular Meeting to receive comment on the Proposed 2014 NMSC Budget. Motion carried unanimously. The days of Wednesday September 4, 2013 and Thursday September 5, 2013 were suggested as potential days to hold a special meeting. After further discussion it was decided to hold a special meeting on Thursday September 5, 2013 at 1:00 pm.

Motion by Commissioner Zielinski, second by Commissioner Hamblin to approve Operating and Payroll Vouchers #133876 thru #133927 in the amount of $386,408.14 and Construction Fund Vouchers #203 thru #205 in the amount of $1,738,015.26 for the month of July 2013. Motion carried unanimously.

Accountant Voigt discussed the Accountant's Report for July 2013. The interest rates on the checking and money market accounts have not changed. MCO generated $4,200 in income for the Commission in July. Accountant Voigt reported the Cash Flow report was updated to current known information. Motion by Commissioner Sambs, second by Commissioner Falck to accept the Accountant's Report and Cash Flow Report for the month of July 2013. Motion carried unanimously. President Youngquist reported there is a discussion session set for 2:00 pm today to discuss the MCO contract.

Motion by Commissioner Falck, second by Commissioner Sambs to approve for payment MCO invoices #17554 - $120,625.76; #17590 - $131.93; and #17595 - $515.75 and to pay the invoices after September 1, 2013. Motion carried unanimously.

Motion made by Commissioner Zielinski, seconded by Commissioner Hamblin to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 10:52 a.m.

_____ _____

President Secretary

THE NEXT REGULAR MEETING IS SCHEDULED FOR TUESDAY AUGUST 27th 2013.

Vice President Jason Dionne called the meeting to order on August 22th at 4:35 PM, Menasha Safety Building, 430 First Street, Menasha, Wisconsin

Present: Terri Reuss, Chief Styka, Jason Dionne, Marshall Spencer, Tony Gutierrez
Absent: Ron Duuck

Minutes to Approve: Marshall Spencer moved to approve June 20th, 2013 meeting minutes. Tony Gutierrez seconded the motion. The Commission unanimously approved the minutes.

Communication to Receive: None

DISCUSSION

Correspondence: None

New Business: New Business: The opinion of the Commission was that it requested to replace Officer Gommez with another K-9 Officer for the Menasha Police Department. Marshall Spencer moved to support the proposal. Tony Gutierrez seconded the motion. The Commission unanimously agreed to proceed with obtaining a K-9.

Chief Styka Report

Police Commission Meeting 8/22/2013

Training:

- Honor Guard Training: Stephanie Gruss, Amy Cook (24 hours)
- Intox EC/IR Training: Josh Gallagher (24 hours)
- Instructor Development: Nick Oleszak and Dan Hoernke (32 hours)
- FBI Active Shooter: Jeff Jorgenson (12 hours)
- Event Security and Planning: Larry Bonneville (15 hours)
- Taser® Technician: Nick Thorn (14 hours)
- WAHI – Investigating Urban Style Homicides: Jamal Kawar (8 hours)
- Emotional Survival for Law Enforcement: Matt Spiegel (6.5 hours)

Department Updates:

- IT Reporting to Police Chief- Update on Administrative Services Position
- Loss of K-9 Gommez – Since Officer Spiegel took over the program in March of 2012, they conducted 141 sniffs on vehicles, resulting in 87 arrests. Gommez was accurate an amazing 96.5% of the time.
- Hiring Process Continues – Josh Gallagher is in Step V Solo Patrol. Adam Miller has accepted the position of Police Officer and will start in the beginning of October
- Resignation of Ryan McGrew- Effective August 9, 2013.
- Officer Nick Thorn has been appointed as an OIC (Officer in Charge)
- Mutual Aid discussions with joining jurisdictions is pending legal review.

- Traffic Grants: DOT has pulled finding on the second traffic grant due to funding at the State/National level.
- Preliminary 2014 budget – Possible propane conversion for squads, online reporting module, addressing salary compression issue for supervisors, joint project with NEPD and TMPD of software/hardware to download data from mobile devices, several PC replacements

Department Information:

- Presentation of the Traffic Enforcement Program by Officer Roger Picard

Adjourn: Marshall Spencer moved to adjourn. Terri Reuss seconded the motion at 6:15 pm. The motion was unanimously supported.

The next bi-monthly meeting will be held Thursday October 17th , 2013 at 4:30pm Menasha Safety Building, 430 First Street, Menasha, Wisconsin.

Menasha alderpersons occasionally attend meetings of this body. It is possible that a quorum of Common Council, Board of Public Works, Administration Committee, Personnel Committee, may be attending; however no official Action of any of these bodies will be taken.

Menasha is committed to its diverse population. Our non- English speaking population or those with disabilities are invited to contact the acting Chief of Police at 967-3500 at least 24-hours in advance to ensure special accommodations can be made.

Respectfully submitted,
Theresa Reuss
Commissioner, Secretary

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

Draft

August 28, 2013

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 8:00 a.m., with Commissioners Roy Kordus, Don Merkes, Joanne Roush, and Dan Zelinski present on roll call. Also present were Kristin Hubertus, Business Operations Accountant and Pam Captain, City of Menasha Attorney.

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

Item III. Closed Session – The motion by Comm. Merkes, seconded by Comm. Roush was unanimously approved on roll call to convene into closed session pursuant to Section 19.85 (1) (c) of the Wisconsin Statutes for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Re: General Manager Position.

There being no further business, the motion by Comm. Zelinski, seconded by Comm. Kordus, was unanimously approved to reconvene into Open Session of the Regular Meeting of the Water and Light Commission at 8:53 a.m.

Business Operations Accountant Hubertus departed at 8:53 a.m.

At this time Melanie Krause, Interim General Manager; Steve Grenell, Project Engineer; Tim Gosz, Water Plant Supervisor; Paula Maurer, Customer Services Manager; Lonnie Pichler, Electric and Water Distribution Supervisor; and John Teale, Technical Services Engineer joined the meeting

Closed Session – The motion by Comm. Merkes, seconded by Comm. Roush was unanimously approved on roll call to convene into closed session pursuant to Section 19.85 (1) (g) of the Wisconsin Statutes for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. RE: Waverly Sanitary District.

There being no further business, the motion by Comm. Allwardt, seconded by Comm. Kordus, was unanimously approved to reconvene into Open Session of the Regular Meeting of the Water and Light Commission at 9:30 a.m.

Ms. Hubertus returned to the meeting and Energy Services Representative Miotke joined the meeting at 9:30 a.m.

City of Menasha Attorney Pamela Captain departed at 9:32 a.m.

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

A. Minutes of the Regular Meeting of July 31, 2013

B. Approve and warrant payments summarized by checks dated August 8-28, 2013, which includes Net Payroll Voucher Checks, Void O & M Checks #45980-46001, 46024, and Operation and Maintenance Voucher Checks for a total of $796,141.14, and Operation and Maintenance Vouchers and Rebates to be paid prior to the next Regular Meeting. Motion approved unanimously on roll call

C. Correspondence as listed:
Copy of letter dated July 19, 2013 from the Cities and Villages Mutual Insurance Company RE: 2013 Liability Dividend Report
Copy of letter dated July 28, 2013 from the Wisconsin Compensation Rating Bureau RE: Experience modification factor being applied to Worker's Compensation premiums
Copy of letter dated August 12, 2013 from the State of Wisconsin Department of Workforce Development RE: Completion of Apprenticeship of Gregg Peterson
Copy of Memo, with supporting documents, dated August 15, 2013 from the City of Menasha department of Public Works RE: Waverly Sanitary District Resolution R-10-13

Comm. Allwardt congratulated Water Plant Operator Gregg Peterson on his completion of Electrician Substation apprenticeship.

Interim General Manger Krause stated Menasha Utilities low experience modification factor on the Wisconsin Compensation Rating Bureau is an indication of a good safety record and low claims on workers comp.

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

Item V. Purchase Orders over $10,000.00 issued since the last Commission meeting were presented for informational purposes. Front Range and Degroot purchase orders refer to bids awarded by the Commission that were approved by the Dept. of Public Works and City Council. The Bergstrom and Casper Truck Equipment purchase orders are being combined to purchase a dump trunk. All purchase orders listed are budgeted for.

Item VI. Unfinished Business, GM Position Update – One hundred and thirty three resumes have been received for the General Manager position. Of these, three have been chosen to be interviewed within the next month. A final decision is scheduled to be made by the end of the year.

Electric Rate Case – Ms. Krause reported the PSC has proposed a revision of their cost of service numbers. No objections have been raised on either of the rate designs from the Paper Council, WPPI, or the Utilities. The major difference on the proposed revision is a decreased percentage for the CP3 customers. The rates are anticipated to go into affect October 1st.

Bill Outsourcing InfoSend – Motion by Comm. Merkes, seconded by Comm. Roush was unanimous to approve changing minutes and removal from table approval to contract with InfoSend for document processing and mailing of Utility billings.

Customer Service Manager Maurer presented additional information regarding the advantages of contracting with InfoSend including providing better customer service; more in depth analysis of customer's monthly electric and water usage; lower bulk rate pricing; and message boxes that may be utilized to relay information to customers. After discussion, motion made by Comm. Kordus, seconded by Comm. Roush was unanimous to approve contracting with InfoSend for document processing and mailings of Utility billings.

WE Energies Acquisition – Electric and Water Distribution Supervisor Pichler reported pricing from WE Energies for the Waverly Sanitary District Lift Station and transfer of one residential customer came in at approximately $2,500 for infrastructure and $16,000 for the ten year old transformer; staff is looking into pricing of new transformer. Mr. Pichler also stated the Public Service Commission would be unlikely to approve a request to have Waverly Sanitary District assume some of the buy-out costs.

Source Water Sampling Update – Data from samples are continuing to be collected, graphed and formatted for future evaluation. First quarter schedule 3 testing is complete with schedule 4 & 5 expected to be completed sometime in October.

Item VII. New Business, Telecommunications Update – The fiber installation from the Melissa Sub Station to the Chemical Feed Building and Head House is almost complete. A network switch was installed at the Menasha Police Department by Wiscnet. The switch gives access to the MJSD and allows future connections for the City of Menasha and Menasha Utilities as an internet provider.

Staff is investigating different options for the internet since the contract with the current internet provider ends on December 4th and our current system is not redundant and does not include a backup plan. Rates and service options are being compiled and will be incorporated into an analysis for the 2014 budget.

Out of State Travel – Ms. Maurer requested authorization to attend the Harris Customer Training Conference in Kissimmee Florida October 30 – November 1, 2013. The training is a budgeted item. Comm. Merkes requested a report for the Commission when Ms. Maurer returns from the conference.

The motion by Comm. Roush, seconded by Comm. Kordus was unanimously approved to authorize Paula Maurer's travel request.

CVMIC Liability Renewal – Ms. Krause presented the two-year general liability renewal package from Cities and Villages Mutual Insurance Company (CVMIC). Pricing for the policy

years 2014, 2015 and 2016 were included with two options available for the self-insured retention. Option 1 retention set at $37,500 and option 2 set at $50,000.

The motion by Comm. Roush, seconded by Comm. Zelinski was unanimous to approve the renewal with Cities and Villages Mutual Insurance Company for policy years 2014 for $26,339, 2015 for $26,866, and 2016 for $27,403 as outlined in Option 2 Self-Insured Retention of $50,000.

Item VIII. Strategic Reports, Monthly Strategic Initiative Update – Comm. Roush questioned possible reasons for electrical disconnections numbers coming in significantly higher this year as opposed to last year. Ms. Maurer attributed economic struggles and repeat offenders as factors affecting the disconnection numbers. Discussion ensued regarding steps that can be taken to reduce the numbers, including landlord informational seminars; aggressively reporting non-payment to credit bureaus; and guiding customers towards outside agencies that may provide some assistance.

Energy Services Representative Miotke summarized the Focus on Energy Programs activity for the 6 month period January through June 2013; participants range from residential up to CP4. Additionally, the Residential Express Energy Efficiency Program is off to a very good start. This is a free program which installs compact fluorescent light bulbs, high efficiency showerheads, faucet aerators, pipe wraps and water heater set-back assistance. Program information can be obtained through the Menasha Utilities website.

Commissioner Kordus departed at 10:15 a.m.

July Financial and Project Status Reports – Business Operations Accountant Hubertus reported electric consumption was lower than budget for the month, however, it remains higher for year-to-date. The cost of power was lower than budgeted, which helped offset the lower revenues for the month. This resulted in a higher net operating income for July. Sales for the month are lower than budget due to the delay of the rate case effective date; cash flow projections have been adjusted.

Water consumption was higher than budget by 24.36%, driven mainly by an industrial customers increased usage; year-to-date overall consumption is up 7.62% as compared to budget. The water loss ratio has decreased to 8.84%. The water distribution department is continuing to survey for leaks in the water system. Chemical cost continues to be lower than budget coming in at 17% less for July compared to last year.

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

Project Reports, Water Plant Projects – Water Plant Supervisor Gosz reported work on bid documents for the west wall of the High Lift Pump Station have begun; the DNR five year inspection of the High Lift Pump Station clearwells is half complete; and the chlorine analyzer at

the Island Tower has been installed. Project Engineer Grenell added the Autocon is not currently working and staff is looking to replace it with radios.

Metering Practice & Plan – Staff has begun measuring and documenting the on and off peak and demand of CP-1 and GS customers. This will help verify that customers are on the correct rate.

Steam Plant RFP – The Request for Proposal for the Steam Plant will be released the end of August.

Item IX. People from the Gallery to be heard on any items discussed at this Meeting.

Item X. The motion by Comm. Allwardt, seconded by Comm. Roush, was unanimously approved on roll call to adjourn at 10:30 a.m.

By: MARK L. ALLWARDT
President

DAN ZELINSKI
Secretary

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

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2013-2014 COMMON COUNCIL SCHEDULED MEETINGS

(All dates are Mondays at 6PM unless indicated)

TUESDAY APRIL 16, 2013 – ORGANIZATIONAL MEETING-6:30pm

MAY 6, 2013

MAY 20, 2013

JUNE 3, 2013

JUNE 17, 2013

JULY 1, 2013

JULY 15, 2013

AUGUST 5, 2013

AUGUST 19, 2013

TUESDAY SEPTEMBER 3, 2013

SEPTEMBER 16, 2013

OCTOBER 7, 2013

OCTOBER 21, 2013

NOVEMBER 4, 2013

NOVEMBER 18, 2013

DECEMBER 2, 2013

DECEMBER 16, 2013

JANUARY 6, 2014

JANUARY 20, 2014

FEBRUARY 3, 2014

FEBRUARY 17, 2014

MARCH 3, 2014

MARCH 17, 2014

APRIL 7, 2014

TUESDAY APRIL 15, 2014 – ORGANIZATIONAL MEETING-6:30pm

2014 BUDGET REVIEW SESSIONS

(start time is 5PM)

WEDNESDAY NOVEMBER 6, 2013

THURSDAY NOVEMBER 7, 2013

MONDAY NOVEMBER 11, 2013

WEDNESDAY NOVEMBER 13, 2013

MEMO

TO: Common Council Members

FROM: Sue Nett
Health Department

DATE: September 11, 2013

RE: Health Department Building Rent Information

Alderman Englebert requested information on the building rent at the time of the initial rental agreement to the present. This memo outlines the yearly rent from March 2008 to the present. The square footage that is being leased is 2770 sq. feet.

March 2008 through Feb. 2010 $7.90/sq.ft Annual cost $21,883/yr

March 2010 through Dec. 2010 3% increase $8.14/sq.ft Annual cost $22,548

Jan. 2011 through Dec. 2013 50% decrease $4/sq.ft Annual cost $11,080

In addition to the rent, we pay an additional $1154.17/mo for taxes, fire and casualty insurance, snowplowing, lawn care, outside building maintenance, common utilities (lighted sign) etc. This amount has remained the same since the initial lease agreement from March 2008. At the end of each year we receive credit for any services not used. For rental year 2012 we received a credit of $1372.57.

Please call me with any questions. 967-3521

316 Racine Street ● Menasha, Wisconsin 54952-2037 ● Phone (920) 967-3520 ● Fax (920) 967-5247
www.cityofmenasha-wi.gov

MENASHA HISTORICAL SOCIETY NEWS

August - September 2013

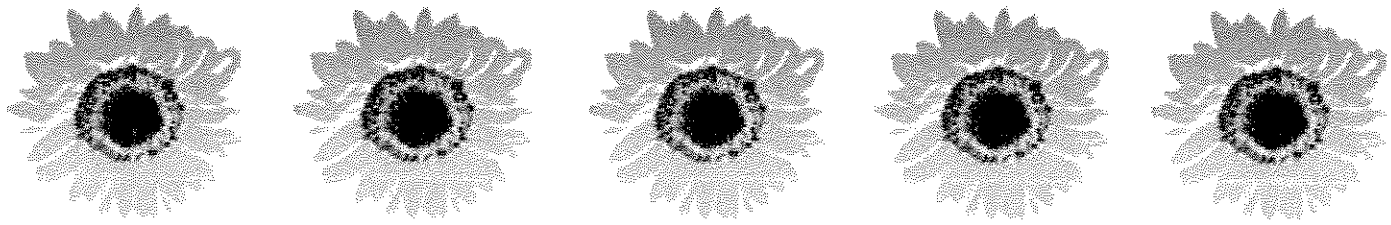
A huge THANK YOU is in order to Stacey Hoekstra, our artist designer, organizer and painter who has put in countless hours to rejuvenating the Menasha Historical Site. The entire East section of the Memorial Building has freshly painted walls, doors, and windows. All windows/screens have been washed and new shades/ curtains hung. All of this has been accomplished with no cost to the city. Sylvia, Bob and Jean have also spent numerous additional hours accomplishing this enormous task along with keeping the resource center operating during this renovation project.

Through memberships and donations we have also been able to purchase new equipment to enhance the resource center and museum area. Always looking for a good "deal" we were able to purchase 4 used display cases. These enable us to better preserve and secure our artifacts and the historical books we have for sale. Also purchased were 2 TV's and DVD players which, when converted, will give us the ability to show our slides, videos and also the new DVD's of our past programs to visitors. In the near future we plan to offer programs to area students to enhance their knowledge of Menasha history.

We are continuing to improve our filing system through scanning and preparing them for future digitalization. At the present we have only 2 members, plus 2 MHS students, scanning so hopefully in the near future some of our members will offer assistance. Every 2 hours is valued. We will be purchasing an additional scanner soon to make additional help possible. We will also be needing 1 or 2 external hard drives for protection both on-site and off-site.

Note: With our newly designed veterans area we find we are in need of donations of memorabilia from the Korean and Viet Nam wars. We are also looking for a full size male mannequin.

We continue to welcome volunteers as there are always numerous jobs waiting to be completed. Although many extra hours are spent by several members we are always open and working on Mondays 9:30 a.m. – 12:30 p.m. (usually later but not publicized). Our hours will no longer include Monday evenings but will be open most any time upon specific requests. Financial donations are always appreciated which enables the society to move forward utilizing new technology which will preserve history for future generations, and actually viewing past events which have taken place in the city.



2013-2014 SEASONS BEGINS WITH OUR

SEPTEMBER ANNUAL POTLUCK PICNIC IN THE PARK

SEPTEMBER 12 – Noon- Smith Park Pavilion

In case of inclement weather the event will be held inside the Memorial Building.
Everyone is asked to bring a dish to pass.
Spanish hamburger/buns, coffee/lemonade, cups, plates and utensils will be furnished.

Following lunch our newly renovated Menasha Historical resource ctr. & museum area will be open for all to visit. Bring a friend/prospective new member and join in the camaraderie. You will be amazed at the "New Look"!

HOW MANY OF YOU REMEMBER THESE HOME REMEDIES OF PIONEERS?

Fels Naptha, lard and sugar will get a sliver out or used to draw out inflammation on sores.

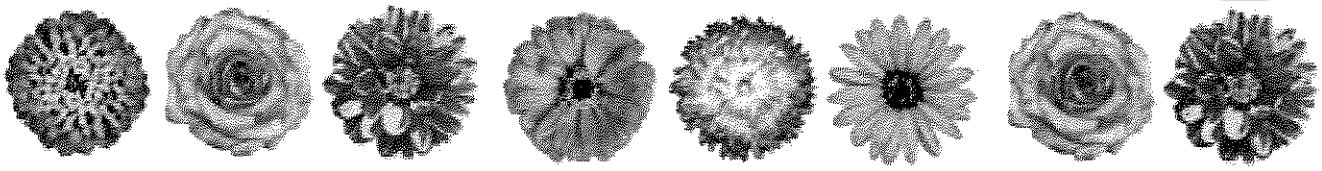
For a sore throat tie a sweaty stocking around the neck.

Hang an onion on the side of the bed for a cold in the head to breathe clearer.

Heated bags of salt for congestion.

Hot mashed potatoes put on a stiff neck will help it.

For a backache tie a piece of wool yarn around the stomach.



REMINDER:

Dues: $15/individual, $25/couple and are payable at the September gathering or may be mailed directly to:
Menasha Historical Society
P. O. Box 255
Menasha, WI 54952

RESOURCE CENTER & MUSEUM

(Located at 640 Keyes Street)
P.O. Box 255
Menasha, WI 54952
jchew2366@yahoo.com
menashahistorical@yahoo.com
www.menashahistorical.webs.com

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A Coalition to preserve Wisconsin's Reliable and Affordable Electricity

Customers First!

the Wire

Plugging you in to electric industry changes

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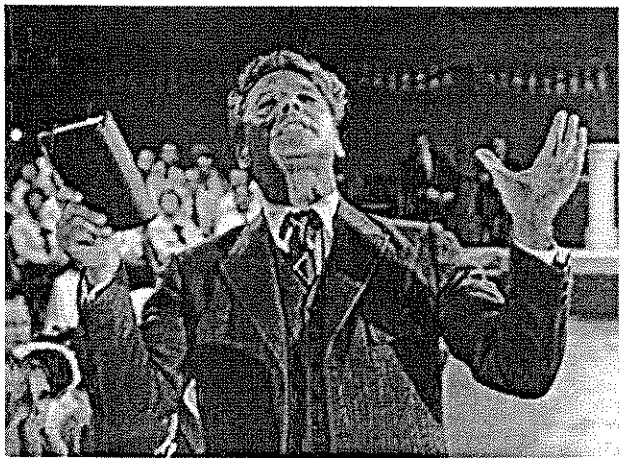
A retail wheeling revival?



Bad ideas are persistent things. Thirteen years after electric utility restructuring blew up in the faces of California energy customers, it's back for another try in Arizona, where the state's Corporation Commission is expected to issue recommendations this fall after reviewing public comments collected through mid-August.

Ironically, Arizona is one of five states that laid all the groundwork long ago, adopting retail electric competition back in the 1990s but then repealing it just in time, after seeing California go over the cliff.

Driving the bus this time around is an organization called Arizonans for Electric Choice and Competition (AECC). The group has a website that identifies it as "a voice for Arizona electricity users who support electric competition, which would allow families, businesses and government entities to shop for their electricity," adding, "Our mission is to promote a fair and competitive electricity market for the benefit of all Arizona consumers."

We can only say that's awfully thoughtful of them, considering that the member companies aren't, for the most part, from Arizona. Certainly, some of the members are; but AECC essentially consists of very large, national and multinational corporations in energy-intensive businesses and—surprise—energy marketers. Prominent among the AECC membership are Constellation, a Maryland-based energy marketing affiliate of Chicago's Exelon (Com Ed) Corp., and Direct Energy, headquartered in Houston but owned by Centrica plc, one of the world's biggest energy marketers and based in England.

Lining up on the other side is the Arizona Power Consumers Coalition (APCC), with a formidable membership roster not unlike the *Customers First!* Coalition in its diversity. The APCC includes the Arizona Agribusiness Council, the Arizona Association for Economic Development, the state's Community Action Association, Realtors, Hispanic Chamber of Commerce, Urban League, a local Republican political organization, municipal and cooperative electric utilities, and the Arizona Diamondbacks baseball franchise, to name just a few.

The APCC points out that Arizona electric rates are currently below the national average, while states that have adopted retail competition have seen their rates soar—interestingly, by 60 percent in Constellation's home state of Maryland and 53 percent in Exelon's home state of Illinois. Average residential rates in states with

Continued on page 3...

Speaking of California...

The beating goes on. More penalties have been announced for electricity marketers who manipulated California power prices in ways reminiscent of the manufactured energy crisis more than a decade ago. The only thing new in the latest round of manipulation and retribution is the size of the individual penalties, now approaching the half-billion-dollar mark.

At the end of July, the *Sacramento Bee* quoted California regulators saying they got "every penny" they demanded in a settlement with J. P. Morgan Chase—reported here previously—that forced the company to refund or give up claims to $410 million arising from energy market manipulations during recent years.

Officials say it's not the same old thing, and that the Morgan case is "the exception to the rule," according to the *Bee*.

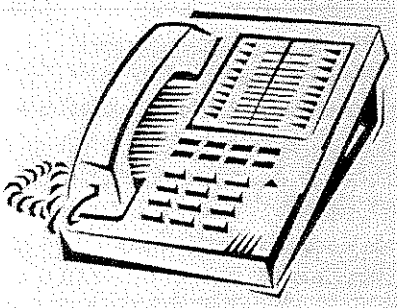
But earlier in July, the Federal Energy Regulatory Commission (FERC) announced it would fine Barclays Bank $453 million for manipulating electricity trades in California, Arizona, Oregon, and Washington between 2006 and 2008.

Assuming the FERC prevails—London-based Barclays is fighting the penalty—the fine would be the biggest levied in the agency's history. As things stand now, that distinction belongs to the J. P. Morgan case.

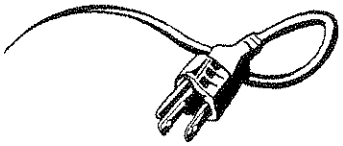
Officials say Barclays energy traders made deceptive short-term transactions that duped competitors into misinterpreting long-term price trends, then they made long-term transactions that capitalized on the competitors' mistaken expectations.

THE WIRE is a monthly publication of the *Customers First!* Coalition—a broad-based alliance of local governments, small businesses and farmers, environmental groups, labor and consumer groups, retirees and low-income families, municipal electric utilities, rural electric cooperatives, wholesale suppliers, and an investor-owned utility. *Customers First!* is a coalition dedicated to preserving Wisconsin's reliable and affordable electricity.

If you have questions or comments about THE WIRE or the *Customers First!* Coalition, please call 608/286-0784.



KEEPING CURRENT



With CFC Executive Director Matt Bromley

Two recent rulings from a federal agency that oversees the nation's freight rail industry are a mixed bag for those of us concerned about the high cost of moving products—like coal—by rail and the impact on electricity prices. In one decision the Surface Transportation Board (STB) raised the amount of relief it can award to rail customers/shippers who successfully challenge some rail rates. In another it allowed the Burlington Northern Santa Fe Railroad to count the $8.1 billion premium Berkshire Hathaway paid to acquire the rail company in the formula used to calculate prices for some shippers.

The rate-relief decision should help shippers who've been reluctant to bring a rate case before the STB because of the high litigation costs, but the BNSF decision may make it harder for some rail customers to challenge their rates.

The decisions by the STB illustrate the difficulty shippers have had in getting meaningful relief from the anti-competitive practices of the major railroads. Since the mass consolidation of the freight rail industry, competition between railroads has dramatically decreased, leaving many shippers with no competitive transportation alternative. Where there is no competitive market, the STB is charged with protecting the public from unreasonable pricing, but its policies and decisions have historically favored the railroads. The current regulatory structure has failed to foster a truly competitive environment as Congress envisioned when it deregulated the rail industry. Among those harmed in this environment are Wisconsin utilities and ratepayers who are paying excessively high prices for the delivery of fuel to power homes, farms, and businesses.

Bromley

While shippers welcome the higher monetary limits the STB can award in rate-challenge cases, those served by only BNSF are concerned that the decision on the Berkshire Hathaway acquisition premium will make it nearly impossible to even bring a rate challenge to the board. A captive shipper can only challenge rates that are above 180 percent of the railroad's variable cost. Allowing the BNSF to include in its costs the $8.1 billion above market value Berkshire Hathaway paid to buy the railroad raises the threshold for challenging rates at the STB.

Despite the BNSF ruling, there is hope that the STB will take more meaningful steps toward a more competitive market. Some in Congress, including Wisconsin Congressman Reid Ribble, are watching closely. Ribble recently sent STB Chairman Daniel Elliot a letter noting that 97 percent of all rail stations in his northeast Wisconsin district are captive to one railroad. He urged the agency to take immediate action to address the imbalance in market power between railroads and shippers.

Getting burned in Florida

No, it's not the sun. Duke Energy customers in the Sunshine State are burned up that their public utility regulators are allowing the big utility to bill them for the trouble-prone and now retired Crystal River nuclear plant. It stopped producing power a long time ago, but not nearly so long as Floridians will be paying for it.

At the beginning of August, regulators approved a rate increase for Duke's 2 million Florida customers, starting in January and lasting up to seven years to pay for the Crystal River Plant, permanently retired earlier this year.

The plant has been inoperable since workers accidentally damaged a concrete containment building four years ago. Attempts at repairs instead resulted in more damage and this year Duke decided to cut its losses.

The Crystal River rate increase—about 89 cents a month for the average customer—comes on top of a previously approved surcharge for Duke's construction costs on a new $25 billion Florida nuclear plant, a project the utility walked away from last month.

The big blackout, 10 years later

August 14 marked the 10th anniversary of a blackout that darkened eight states and a big chunk of Canada, barely missing Wisconsin, all because of lackadaisical tree-trimming under an Ohio transmission line. There's been nothing remotely comparable since, so are we adequately protected against a repeat performance?

The North American Electric Reliability Council (NERC) isn't so foolish as to make guarantees, but it does express confidence in the remedial actions taken in response.

"Since [the blackout]," the NERC said last month, "the electricity industry has made significant progress in improving reliability," adding, quite accurately, "The 2003 event was a turning point that led to mandatory and enforceable standards for the bulk power system, the creation of an international electric reliability organization (ERO) and renewed industry focus on reliability."

It took until the spring of 2004 for an official inquiry to determine the proximate cause of the estimated $6 billion mishap and the inadequate reactions that allowed the problem to get that big. The trigger was an Ohio utility's transmission line sagging in summer heat and coming in contact with inadequately trimmed trees.

During the decade that's followed, the NERC said, the electric industry "has made significant progress in vegetation management, protection system relay loadability, increased emphasis on situational awareness, enhanced operator training, new and improved situational awareness tools and technology, and better information-sharing between systems."

Arguably the most important change came in the form of congressional action that elevated NERC from an organization that set voluntary standards for utility operations to one with the authority to see that those standards are applied.

We wish we could bring you more details of the NERC statement on the events of August 2003, but when we tried repeatedly to view it on the organization's website—and maybe it's just our computer but we are not making this up—it kept blacking out.

Revival?

Continued from page 1...

retail competition are 26 percent higher than in states without it, they say.

As *Customers First!* warned in Wisconsin as far back as 1995 and APCC argues today, the big concern is marketers "cherry-picking" the highest-volume power users and offering them favorable rates, leaving smaller users and residential customers to pick up the slack and pay more.

As APCC puts it on its website, "Residential customers face numerous competing options, but none offer the savings realized by large customers."

Also interesting: Though the Arizona Corporation Commission is expected to come up with a set of recommendations on the matter this fall, its website lists nine energy-related topics under "Top Issues," and retail electric competition isn't one of them.

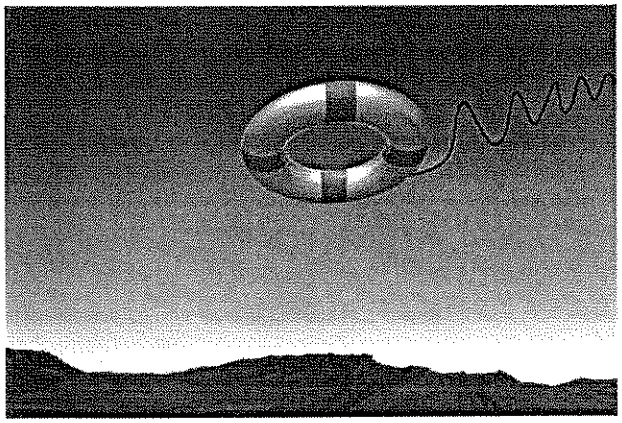
Energy saver tip

Even if it's in perfectly good working order, your water heater could be costing you money needlessly if the temperature is set too high. Setting it higher than 120 degrees almost certainly means you'll be paying to heat the water and then turning on the "cold" tap to cool it back down.

Yucca lives—for now

A federal appeals court has ordered the Nuclear Regulatory Commission (NRC) to re-engage in the licensing process for a national nuclear waste repository in Nevada. The commission says it doesn't have enough money to finish the job; however, it might have enough to deliver a crucial report that's overdue and said to contain findings that the site meets revised and more stringent safety requirements.

The court ruled in mid-August, 15-and-a-half years after the statutory deadline for the government to provide a permanent repository for high-level nuclear waste. The order from the U.S. Court of Appeals for the District of Columbia Circuit won't necessarily mean opening the partially completed Yucca Mountain facility, but it does compel the NRC to proceed with review of the project, defunded by Senate Majority Leader Harry Reid (D-NV) and ordered shut down by the Obama administration.



The project has been legally overdue under three different administrations. The Nuclear Waste Policy Act (NWPA) set the deadline to open a facility for the end of January 1998.

In the court order, Judge Brett Kavanaugh noted that the NWPA requires the NRC to act on an application within three years but it has made no decision on the Department of Energy's 2008 application to license Yucca Mountain and is holding more than $11 million in congressionally appropriated funds for processing the application.

"By its own admission, the Commission has no current intention of complying with the law," Kavanaugh wrote, adding later, "The Commission is simply flouting the law."

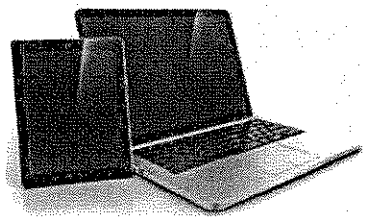
In a concurring opinion, Senior Circuit Judge A. Raymond Randolph noted that former NRC Chairman Gregory Jaczko "unilaterally" terminated regulatory review in 2010 and "instructed staff to remove key findings from reports evaluating the Yucca Mountain site."

The review was terminated in October 2010, just a month before scheduled release of a staff report intended to answer the question whether, in the judgment of NRC staff, the facility would remain safe for—and we're not making this up either—one million years.

Customers First!

P.O. Box 54
Madison, WI 53701

A **Coalition**
to preserve
Wisconsin's
Reliable
and Affordable
Electricity



Be sure
to check out
the *Customers First!*
website at

www.customersfirst.org

Quotable Quotes

"The benefits that electric competition has delivered to residents and businesses in other states are long overdue in Arizona."—Arizonans for Electric Choice and Competition

"'Deregulated' states have higher electric rates, less reliability, and more customer complaints."—Arizona Power Consumers Coalition

—From the rival organizations' respective websites, August 2013.

Help us share our messages with others. If you know of businesses or organizations that would like to learn more about protecting Wisconsin's reliable and affordable electricity, please feel free to copy and share with them all or part of this newsletter, or you can call 608/286-0784 to arrange an informational meeting.

Customers First!
Plugging Wisconsin In

Don Merkes

From: Debra Schmitzer [d.schmitzer@sbcglobal.net]
Sent: Monday, September 09, 2013 3:23 PM
To: Don Merkes
Subject: Ditches on Drum Corps Dr

Dear Mayor Merkes and the Council
I am sending this e-mail due to the fact that I will not be able to attend the council meeting on September 16th due to just having surgery. I do want my ditch at 1680A filled in. Right now if I could not get out my driveway, I could not get out of my yard. I walk with a wheel walker along with my mother who also walks with a wheel walker and can not make it down the ditch. I know there are some older people that do not want there's done due to the cost. These condos were designed with handicapped people in mind so I think there will always be people with disabilities in these. I am sure hoping that you will go forward with the filling of the ditches.

Sincerely
Debra L. Schmitzer
1680A Drum Corps Dr.
Menasha, WI 54952
920-722-7164

Memo

Date: September 11, 2013

To: Mayor Merkes
City of Menasha Common Council

From: Todd Drew, RS
Environmental Health Sanitarian
City of Menasha Health Department

Re: Blue-Green Algae *(Cyanobacteria)*

The Menasha Health Department has received several requests for information on the health effects of blue-green algae, due to the heavy bloom being experienced on some channels of the lake in the City. This memo explains blue-green algae and potential health effects when exposed.

Blue-green algae (BGA) is a naturally occurring microscopic organism which is present in Wisconsin lakes, streams and ponds in low levels. When conditions are favorable BGA can have large blooms which can pose a potential health risk. BGA blooms can pose the following health concerns:

- Dermal contact with BGA can cause irritation in humans and pets. If skin is exposed to BGA swimmers and pets should be thoroughly rinsed off, including removal and rinsing of swim wear.
- Some species of BGA can also produce toxins under certain conditions. Dermal, ingestion or inhalation exposures to BGA toxins pose the most serious potential health risks. Symptoms of BGA toxin exposure would include:
    - Muscle cramps
    - Twitching
    - Paralysis
    - Cardiac or respiratory failure
    - Death in pets
    - Seizures in pets
    - Nausea
    - Vomiting
    - Acute liver failure
- Not all species produce toxins and the species that are able to produce toxins do not always do so even during blooms. The potential presence of toxins is assumed during a BGA bloom as a health precaution.

Humans and pets can be exposed to BGA and BGA toxins through skin contact while swimming, if quantities of water are swallowed or when airborne droplets are inhaled

while water skiing, using jet skis, using high pressure washers to remove shoreline mats or any other activities which may cause water to be rendered airborne and inhaled. It is recommended that individuals not swim or wade in water with blooming algae, or allow their pets to enter the water when blooms are present. Individuals should also not treat blooms with algaecides, as dying BGA cells will actually release their toxins and as a result increase the level of toxins available in the water.

The strong odors related to BGA blooms do not pose a health risk alone. Again, health risks occur by skin contact with the algae, by ingestion of algae infected water or by aerosolizing water containing the algae. If any symptoms are noted in a human or pet after possible exposure to BGA you should seek medical attention for the person or pet as soon as possible.

If you should have additional questions related to BGA and BGA exposure please contact the Menasha Health Department (920) 967-3520.

- MEETING MINUTES –

WAVERLY SANITARY DISTRICT

July 9, 2013

District Office - N8722 County Rd. LP

The meeting was called to order at 8:30am by President Helein.

Present:	President Helein	(WCH)	Systems Operator Dornfeld	(DWD)
	Commissioner Fulcer	(LJF)	Systems Operator Krueger	(RWK)
	Commissioner Sambs	(MLS)	Systems Operator Van Zeeland	(TGV)
	Engineer Martenson	(SCM)	Admin. Assistant Hallock	(SAH)
	Resident Jerry Lopas		Admin. Assistant Weir	(PMW)
	Steve Hammen -Menasha Utilities			

Approval/Acceptance of the 6/11/13 and 6/27/13 Meeting Minutes:
Motion LJF/Second MLS to accept. Motion carried 3-0.

Receipt Acknowledgement/Approval of May 2013 Financial and Budget Comparison Reports:
Motion MLS/Second LJF to accept. Motion carried 3-0.

Invoices were approved for payment and checks were signed prior to the meeting.

Communities/Customers/Service Concerns

- Village of Sherwood 2030 Draft SSA Plan/WSD's opposition letter: SCM reported no change.

- Menasha Utilities Electric Utility Easement: (Item 11 on the agenda) Steve Hammen (Menasha Utilities) explained second plan submitted would place the power pole in the adjacent field but explained the original plan would be more efficient for maintenance. RWK didn't have concerns with original plan and recommended approval. Menasha Utilities will prepare a maintenance easement for future approval. Motion MLS/Second LJF to approve the original plan. Motion carried 3-0.

- Manitowoc Road Resident Walter Gohl - Water/sewer connection extension request on 7/10/13:
  CMG absent, no report.

- District's Northern Property Purchase Inquiry (approx. 2.75 acres):
  CMG absent, no report.

- Future Intergovernmental Cooperation Agreement between VOH and WSD:
  Nothing to report.

Monthly Water Sample Tests' Results (Attachment #1A, pp. 1-5 and Attachment #1B): RWK reported five samples taken 6/17/13 were determined safe by the State of Wisconsin.

Old Business

- DOT's Lake Park Road Reconstruction: SAH reported CMG submitted WSD's concerns to the state regarding the proposed median design.

District's Repair/Main Extension/Modification Projects

- Fire Lanes 5 – 10 Sewer Lateral Repair Television Project: RWK reported response to the first letter has been slow. Second letter will be sent with 30 day deadline to comply or incur $200/month penalty.

- Road J and CTH LP

  Construction Timeline/Funding Methods: SCM reported VOH plans to construct intersection by 8/5/13, and construct the road in gravel state to east lot line of Sportz Zone property by end of October. Funding is not finalized. SCM will attend VOH meeting 7/9/13 at 6:00pm to provide costs on stubs being installed, estimates on extension and engineering costs for possible inclusion to the planned TIF district.

  Sanitary Sewer and Water Stub Construction: SCM reported project was started 7/9/13 and is expected complete by end of week for construction of intersection to begin 7/15/13.

  Sanitary and Water Main Extension: SCM reported project was advertised for bids 7/8/13 and 7/15/13, prequalification due 7/22/13 and bids due 7/26/13 at 10:00am. Contract will be awarded when VOH's funding is determined.

- Lift Station #3 Upgrades: RWK reported power has been installed and anticipates new pumps will be installed and switched to 3-phase power by 7/16/13.

- Lift Station #1 Modification Project: SCM is coordinating with WE Energies to provide costs for temporary and permanent electrical services and with PJ Kortens for the control system transitions between temporary and regular power. A pre-construction meeting will be scheduled for all parties involved.

General Construction Status (Individual Developer Funded Projects)

- Papermaker Ridge II: SCM reported development is on hold while deciding funding.

- Harrisville Place: SCM reported no update since Preliminary Plat was approved by VOH.

New Business

- Establish the June Meeting Date: Next meeting Tuesday August 13, 2013 (8:30am) at District Office.

Office Report (Attachment #2, pp. 1-11): Full report is attached.

Field Report (Attachment #3A, pp. 1-5 & Attachment #3B, pp. 1-2): RWK reported Hietpas replaced bolts on four valves in Southfield II that rusted/deteriorated.

Other Business to Legally Come Before the Commission: LJF requested weeds in landscaping be sprayed/removed.

Adjournment: Motion LJF/Second MLS to adjourn. Motion carried 3-0. Meeting was adjourned at 8:50am.

Submitted by Penny M. Weir
Administrative Assistant

** PROPOSED MINUTES **

WAVERLY SANITARY DISTRICT

Special Meeting – August 2, 2013 – 9:00 a.m.

District Office

The special meeting was called to order at 9:00 a.m. by President Helein.

Present: President Helein (WCH)
Commissioner Fulcer (LJF)
Commissioner Sambs (MLS)
Office Manager Girdley (CMG)
Systems Operator Krueger (RWK)

Proper special meeting notice occurred at the Waverly Sanitary District's three designated posting locations on August 1, 2013. (Attachment #1)

Village of Harrison Incorporation

The ramifications and possible ramifications of the Village of Harrison's incorporation were discussed by those attending the meeting.

City of Menasha Memorandum and Proposed Resolution R-10-13

COM's 7/30/13 memorandum and resolution R-10-13, received by the WSD on 8/01/13 upon CMG's arrival at 6:00 a.m., was discussed in detail. (Attached)

As referenced in the COM's resolution, Wisconsin State Statute #60.79(2)(d) and sub (dm) was also reviewed/discussed by the Commission.

Note: Per COM on 8/02/13, Resolution R-10-13 passed unanimously at its Special Common Council 8/01/13 meeting.

Selection of Firm for Waverly Sanitary District's Legal Representation

The Commission reviewed/discussed the two firms' engagement letters and billing rates. After the review/discussion, LJF moved to employ the law firm of Edgarton, St. Peter, Petak & Rosenfeldt to represent the Waverly Sanitary District as its legal counsel in the above matter. MLS seconded the motion. Motion Carried: 3-0

Adjournment

Since there wasn't any other business to legally come before the Commission, LJF motioned/MLS seconded meeting adjournment. Motioned Carried: 3-0

Meeting adjourned at 9:45 a.m.

Submitted by: Catherine M. Girdley
Office Manager

WAVERLY SANITARY DISTRICT

Minutes of Special Commission Meeting
August 6, 2013

ROLL CALL

The meeting was called to order by Commission President Helein. Present were Commissioners Helein, Fulcer and Sambs. Also present were Office Manager Girdley, District Operator Krueger and District Legal Counsel St. Peter and Parmentier. Open meeting notice was confirmed.

CLOSED SESSION AUTHORIZATION

The President announced that the Commission intended to convene into closed session pursuant to Wis. Stats. § 19.85(1)(g) to confer with legal counsel concerning oral or written advice on strategy to be adopted by the Commission with respect to litigation in which it is or is likely to become involved. The President also announced that the Commission would adjourn immediately following the conclusion of the closed session.

Motion and second with the following approval of the closed session resolution:

Helein	Yes
Fulcer	Yes
Sambs	Yes

[Herein occurred the closed session.]

ADJOURNMENT

At the conclusion of the closed session motion and second to adjourn. Motion carried.

Respectfully submitted,

Cathy Girdley, Office Manager

- MEETING MINUTES -

WAVERLY SANITARY DISTRICT

August 13, 2013

District Office - N8722 County Rd. LP

1) Meeting was called to order at 8:30am by President Helein.

Present:	President Helein	(WCH)	Systems Operator Dornfeld	(DWD)
	Commissioner Fulcer	(LJF)	Systems Operator Krueger	(RWK)
	Commissioner Sambs	(MLS)	Systems Operator Van Zeeland	(TGV)
	Engineer Martenson	(SCM)	Office Manager Girdley	(CMG)
	Mark Mommaerts - TOH/VOH Planner		Admin. Assistant Hallock	(SAH)
	Travis Parish - TOH/VOH Administrator		Admin. Assistant Weir	(PMW)
	Resident Jerry Lopas			

2) Approval/Acceptance of the 7/09/13 and 8/02/13 Meeting Minutes and 8/06/13 Closed Session Minutes: Motion by MLS and second by LJF to approve. Motion carried 3-0.

3) Receipt Acknowledgement/Approval of July 2013 Financial and Budget Comparison Reports: Motion by LJF and second by MLS to approve. Motion carried 3-0.

Invoices were approved for payment and checks were signed prior to the meeting.

4) COMMUNITIES/CUSTOMERS/SERVICE CONCERNS

- City of Menasha Resolution R-10-13: CMG stated Menasha's Resolution and Memorandum were received 8/1/13 and WSD has retained legal counsel who is currently reviewing this matter.

- Village of Harrison Ordinance V2013-07: CMG reported WSD received a copy 8/9/13 and commissioners were copied. This ordinance alters the original boundaries of the Village.

- Future Intergovernmental Cooperation Agreement between VOH and WSD: Travis Parish/ Harrison Administrator stated Attorney Rossmeissl was working on the agreement but was interrupted by the Menasha Resolution. CMG stated WSD received a copy of Attorney Rossmeissl's letter stating VOH's opinion regarding COM's resolution. SCM stated the need for the agreement extends to any future development in VOH within WSD and should be completed as soon as possible. Administrator Parish will contact Attorney Rossmeissl to expedite the agreement.

- Menasha Utilities Electric Utility (amended) Easement: CMG stated WSD received the amended easement from Menasha Utilities 8/9/13. Per RWK and SCM's request the original 25' easement on west property line was reduced to a 15' easement which is equal to the width of the building setback. SCM recommended approval. Motion by LJF and second by MLS to approve. Motion carried 3-0.

- Regional Stormwater Retention Pond: Mark Mommaerts/Harrison Planner shared concept plan for the pond and indicated wetland areas altering the shape of the pond. VOH will consult DNR for possible mitigation of wetlands to potentially adjust the pond boundaries. Pond will serve all development north from STH 10-114 to Woodland Rd and west from CTH LP to Bud Rusch property and will work as flood control to Firelane 8 area. Timing for development of the pond

contingent on approval of VOH proposed TIF district and the pond plan. Layout leaves enough area for future WSD building expansion. WSD requested potential to pipe building's downspouts under parking lot to pond be written into agreement. VOH will confer with WSD staff as project proceeds.

- Village of Sherwood 2030 Draft SSA Plan/WSD's opposition letter: CMG reported WSD received a copy of letter 8/9/13 sent from Joe Hoffmann/ECWRPC to Randy Friday/ VOS Administrator. The letter stated ECWRPC has not yet received requested information from VOS and indicated the significant impact of VOH recent incorporation on VOS future growth areas. ECWRPC wants to meet with VOS, VOH, NMSC, COM and Calumet Co. and suggested 9/24-9/27 or 9/30 as possible meeting dates.

- Manitowoc Road Resident Walter Gohl - Water/sewer connection extension request on 7/10/13: CMG reported contact with Mr. Gohl informing him of the informal extension granted at the June Commission meeting. Mr. Gohl submitted a detachment request to TOH/VOH which they didn't address because the incorporation created an automatic detachment of all village property including Gohl's. The Gohl property is the only one on Manitowoc Rd not connected from that annexation and is on hold at this point.

- Bud Rusch Future Development Inquiry: Mr. Rusch contacted CMG and SCM regarding development of his property on Coop Rd just north of the Lutheran School. SCM stated he's met with Mr. Rusch and provided generic costs for development and will meet with him again. Proposed development is on portion of property that can be served with gravity sewer and Mr. Rusch understands the most easterly portion of the property will be dependent on a future lift station. Agreement between VOH and WSD will be needed for development to proceed.

5) **Monthly Water Sample Tests' Results** (Attachment #1A, pp. 1-5): RWK reported five tests taken on 7/15/13 were determined safe by the State of Wisconsin.

6) **OLD BUSINESS**: None.

7) **District's Repair/Main Extension/Modification Projects**
   - Fire Lanes 5 – 10 Sewer Lateral Repair Television Project: RWK reported they will begin repairs similar to Firelane 2 thru Firelane 4 done last October and November. There are three properties requiring repairs at this time.

   - Road J Sanitary Sewer and Water Main Extensions-Award Contract: SCM recommended low bidder Hietpas & Son's for approval subject to final VOH TIF district approval. Motion by LJF and second by MLS to approve as recommended. Motion carried 3-0.

   - Lift Station #3 Upgrades: RWK reported all pumps installed and running. Pump capacity increased from 57 GPM to 118 GPM cutting run-time in half and wet-well capacity increased from 18" to 32". Power company will abandon the single-phase line. Total costs came in at $34,551.33, just $79.41 over estimates.

8) Lift Station #1 Modification Project: SCM stated control system removed and mounted on outside of sampling building and power company installed temporary 3-phase service so temporary set-up is

fully operational. When old enclosure was removed a reinforced concrete slab was found and removed which may increase costs. Footings and foundation have been poured and backfilled.

9) **General Construction Status (Individual Developer Funded Projects)**:
   - Papermaker Ridge II: SCM reported developer may proceed in spring due to slow lot sales on the east side of original development.
   - Harrisville Place: SCM reported engineer is working with DNR to resolve wetland issues.

10) **NEW BUSINESS**
   - Establish the June Meeting Date: Next meeting Tuesday September 10, 2013 (8:30am) at District Office

11) **Office Report** (Attachment #2, pp. 1-13): Full report is attached.
CMG reported residential permits up 65% at end of July with 54 permits compared to 31 permits at end of July 2012. VOH/TOH remaining tax settlement for fire protection and tax levy (just under $40,000) is expected by end of August. COM and COA are paid in full. There are two outstanding delinquent assessments, one on Manitowoc Rd and one on S. Coop. State Exempt Computer Aid payment was received and matched expected amount. Received confirmation and acceptance by DNR on Compliance Maintenance Annual Report submitted in June. Both Financial and Operations sections received a 4.0 grade. CMG was notified by Attorney John Thiel that NMSC hired an outside attorney Bill Mielke to assist in the Fox River contamination lawsuit. All contracting users are required to provide information to assist in the lawsuit even though in 2007 Randy Much indicated WSD wasn't in existence as a sanitary district transporting sewage when the contamination occurred so isn't liable for PCB contamination. All information requested from WSD has been provided.

12) **Field Report** (Attachment #3A, pp. 1-5 & Attachment #3B, pp. 1): RWK reported WSD will abandon an unused sanitary manhole on Jenny Street in TOM that is leaking and causing road around it to sink.

13) **OTHER BUSINESS TO LEGALLY COME BEFORE THE COMMISSION:** None.

14) **Adjournment**: Motion MLS/Second LJF to adjourn. Motion carried 3-0. Meeting was adjourned at 9:10am.

Submitted by Penny M. Weir
Administrative Assistant

Town of Menasha Utility District Commission Regular Meeting
Municipal Complex - Arden Tews Assembly Room - Monday, July 8, 2013

Minutes

1. **Call to Order, Pledge of Allegiance and Roll Call**
   President Dale Youngquist called the meeting to order at 5:00 p.m. The Pledge of Allegiance was recited. Secretary Karen Backman took roll call; present were President Dale Youngquist, Commissioners Michael Van Dyke, Barbara Hanson, Gregory Ziegler and Nicholas Gebert. Administrator Jeff Sturgell and other departmental staff were also present. Town Engineer Brad Werner was present. There were no attendees.

2. **Awards / Presentations**

3. **Public Hearings**

4. **Minutes to Approve / Minutes and Correspondence to Receive**
   Minutes
   a) Regular Utility Commission Meeting - June 24, 2013
   Minutes / Correspondence
   b) Neenah-Menasha Sewerage Commission - April 23, 2013
   MOTION: Van Dyke/Hanson to approve the regular meeting minutes and accept other minutes into record. Motion carried.

5. **Public forum on any matters of concern to the Town. The public may comment however, no action can be taken.** ***Five minute time limit per person on non-repetitive matters.***

6. **Discussion Items**

7. **Unfinished Business**

8. **New Business-Resolutions / Ordinances / Policies**
   a) 130708-1:UD Expenditures
   MOTION: Van Dyke/Ziegler to approve the expenditures in the amount of $453,786.27 without exception. Motion carried.

9. **Reports**
   a) *Water Superintendent Jeff Roth - 2013 Water and Sewer Main Replacement Project Update:* July 4th holiday and rain had set the crew back a bit; Dunning Street is now completed and the crew will move on to W. Palisades; Lakeview Lane is almost finished and will then proceed to Sunset Lane.

10. **Motions by Commissioners**

11. **Adjourn**
    At 5:07 p.m., **MOTION:** Hanson/Van Dyke to adjourn. Motion carried.

Respectfully submitted,

Karen Backman, Secretary

Note: These minutes are not to be considered official until acted upon at an upcoming regular meeting, therefore, are subject to revision.

Town of Menasha Utility District Commission Regular Meeting
Municipal Complex - Arden Tews Assembly Room - Monday, July 22, 2013

Minutes

1. **Call to Order, Pledge of Allegiance and Roll Call**
   President Dale Youngquist called the meeting to order at 5:00 p.m. The Pledge of Allegiance was recited. Secretary Karen Backman took roll call; present were President Dale Youngquist, Commissioners Michael Van Dyke, Barbara Hanson, Gregory Ziegler and Nicholas Gebert. Administrator Jeff Sturgell and other departmental staff were also present. Town Engineer Brad Werner was present. There were no attendees.

2. **Awards / Presentations**

3. **Public Hearings**

4. **Minutes to Approve / Minutes and Correspondence to Receive**
   Minutes
   a) Regular Utility Commission Meeting - July 8, 2013
   Minutes and Correspondence to Receive
   b) Grand Chute Menasha West Sewerage Commission - May 1, 2013
   MOTION: Ziegler/Van Dyke to approve the July 8 minutes and accept the May 1 minutes into record. Motion carried.
   c) Water Pumpage Report - June 2013
   d) Water Main break Report - June 2013
   MOTION: Hanson/Van Dyke to approve the reports listed above. Motion carried.

5. **Public forum on any matters of concern to the Town. The public may comment however, no action can be taken.** ***Five minute time limit per person on non-repetitive matters.***

6. **Discussion Items**

7. **Unfinished Business**

8. **New Business-Resolutions / Ordinances / Policies**
   a) 130722-1:UD Expenditures
   MOTION: Ziegler/Van Dyke to approve the expenditures in the amount of $156,159.11 without exception. Motion carried.

9. **Reports**
   a) *Water Superintendent Jeff Roth - 2013 Water and Sewer Main Replacement Project Update:* Supt. Roth reported that the crew was currently working on the water mains on W. Palisades Drive and installation would be completed on Friday; afterward services would be hooked up.

   Wasterwater Supt. Laabs stated that the crew was currently on Gordon Street conducting sewer main replacement; tomorrow they would start on Sunset Lane, continue on Dunning Street, move to W. Palisades Drive, and finally mid to late August complete Southwood Drive. M&E Construction will start installing the laterals. The entire project should take approximately three weeks until completion.

10. **Motions by Commissioners**

11. **Adjourn**
    At 5:07 p.m., **MOTION:** Hanson/Van Dyke to adjourn. Motion carried.

Respectfully submitted,

Karen Backman, Secretary

Note: *These minutes are not to be considered official until acted upon at an upcoming regular meeting, therefore, are subject to revision.*

Town of Menasha Utility District Commission Regular Meeting
Municipal Complex - Arden Tews Assembly Room - Monday, August 12, 2013
Minutes

1. **Call to Order, Pledge of Allegiance and Roll Call**
President Dale Youngquist called the meeting to order at 5:00 p.m. The Pledge of Allegiance was recited. Secretary Karen Backman took roll call; present were President Dale Youngquist, Commissioners Michael Van Dyke, Barbara Hanson, Gregory Ziegler and Nicholas Gebert. Administrator Jeff Sturgell and other departmental staff were also present. Town Engineer Brad Werner was present.
There were no attendees.

2. **Awards / Presentations**

3. **Public Hearings**

4. **Minutes to Approve / Minutes and Correspondence to Receive**
Minutes to Approve
a) Regular Utility Commission Meeting - July 22, 2013
MOTION: Ziegler/Hanson to approve the regular meeting minutes. Motion carried.
Minutes and Correspondence to Receive
b) Neenah-Menasha Sewerage Commission - May 28, 2013
MOTION: Ziegler/Van Dyke to accept the minutes of May 28, 2013. Motion carried.

5. **Public forum on any matters of concern to the Town. The public may comment however, no action can be taken.** ***Five minute time limit per person on non-repetitive matters.***

6. **Discussion Items**

7. **Unfinished Business**

8. **New Business-Resolutions / Ordinances / Policies**
a) 130812-1:UD Expenditures
MOTION: Ziegler/Van Dyke to approve the expenditures in the amount of $540,534.20 without exception. Motion carried.

9. **Reports**
a) *Wastewater Superintendent Steve Laabs - 2013 Water and Sewer Main Replacement Project Update:* Reported Gordon Street is completed except the crew must pipe burst approximately 330 feet of main between Dunning and Racine Street due to a conflict with a county storm sewer; Sanitary sewer on Lakeview Lane and Sunset Lane are also completed; on Dunning Street the sewer main is approximately 50% complete; of the reconstruction of 80 laterals, approximately 43 are completed; tomorrow they lay sanitary sewer on West Palisades Drive - in two weeks, they move to Southwood Drive. Supt. Laabs cited many good comments staff has received on the contractor's work.

b) *Water Superintendent Jeff Roth - Hydrant Relocation on Midway Road:* Due to the upcoming Midway Road sidewalk project by the city, the water department had to relocate five hydrants from Appleton Road past Fatima Street. Utilities also had to be moved.

Supervisor Hanson asked staff, now that the contractor has left the Dunning/Gordon Street area, if they would provide the residents information on when road restoration would take place and new roads would be installed in the future. Supt. Roth stated their crews would perform turf restoration and some storm water work. Administrator Sturgell stated that the decision of which roads and how many roads would be completed in 2014 and 2015 has not yet been made.

10. **Motions by Commissioners**

11. **Adjourn**
At 5:10 p.m., **MOTION:** Hanson/Van Dyke to adjourn. Motion carried.

Respectfully submitted,

Karen Backman, Secretary
Note: *These minutes are not to be considered official until acted upon at an upcoming regular meeting, therefore, are subject to revision.*

Town of Menasha Utility District Commission Regular Meeting
Municipal Complex - Arden Tews Assembly Room - Monday, August 26, 2013

Minutes

1. **Call to Order, Pledge of Allegiance and Roll Call**
President Dale Youngquist called the meeting to order at 5:00 p.m. The Pledge of Allegiance was recited. Secretary Karen Backman took roll call; present were President Dale Youngquist, Commissioners Michael Van Dyke, Barbara Hanson, Gregory Ziegler and Nicholas Gebert. Administrator Jeff Sturgell and other departmental staff were also present. Town Engineer Brad Werner was present. Others: 1 attended

2. **Awards / Presentations**

3. **Public Hearings**

4. **Minutes to Approve / Minutes and Correspondence to Receive**
Minutes
a) Regular Utility Commission Meeting - August 12, 2013
Minutes and Correspondence to Receive
a) Neenah-Menasha Sewerage Commission - June 5, 2013
b) Water Pumpage Report - July 2013
MOTION: Van Dyke/Hanson to approve the regular Utility meeting minutes and accept other minutes and correspondence into record. Motion carried.

5. **Public forum on any matters of concern to the Town. The public may comment however, no action can be taken.** ***Five minute time limit per person on non-repetitive matters.***

6. **Discussion Items**
a) *Impact of Wisconsin Act 25 on the Issuance of Revenue Bonds and Municipal Utility Operations:* Baird's Managing Director and the Town's financial advisor Bradley Viegut was present and gave some insight on Act 25 and its impacts on local municipalities, particularly in the issuing of revenue bonds. He stated the top 10 users are normally disclosed to buyers of bonds however, the law now prevents the municipalities from giving out any public information on another person's utility billings. Several examples of what would currently be considered undisclosed information were given by Finance Director Piergrossi. She stated that Act 25 is very broad at this time and she has concerns with interpretation. Further, the Public Service Commission has issued a memorandum giving the impacts of the bill, but the memo did not fix the problems resulting from Act 25. Supervisor Ziegler inquired whether the Town could approach those top users for permission to disclose but staff felt there would be risk of being turned down or the users not being forthright with their permissions or dragging the time in their response back to the Town. Attorney Curtis however stated that their consent could be obtained in writing thus avoiding having to go back to those firms again in the future. Currently, the Town is on hold with their bond issuance; Act 25 has put bond issuance on hold and that has affected the Town's savings which would have been approximately $70,000 and now has a current savings of $60,000 due to slowly rising interest rates. The Town has and plans to continue to contact our state representatives on this issue.

7. **Unfinished Business**

8. **New Business-Resolutions / Ordinances / Policies**
a) 130826-1:UD Expenditures
MOTION: Van Dyke/Ziegler to approve the expenditures in the amount of $188,515.97 without exception. Motion carried.

9. **Reports**
a) *Wastewater Superintendent Steve Laabs - 2013 Sewer Main Replacement Project Update:* Supt. Laabs stated that the sewer main replacement project is now complete and the crew is currently working on restoration; on W. Palisades Drive, sanitary sewer main has been installed and laterals will begin to be installed tomorrow.

10. Motions by Commissioners

11. Adjourn

At 5:21 p.m., **MOTION:** Ziegler/Hanson to adjourn. Motion carried.

Respectfully submitted,

Karen Backman, Secretary

Note: *These minutes are not to be considered official until acted upon at an upcoming regular meeting, therefore, are subject to revision.*

DRAFT

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

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 Sevenich. Keehan, Zelinski, Englebert, Benner, Nichols, Taylor
EXCUSED: Alderman Langdon
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, CDD Keil, PRD Tungate, PHD Nett, Dpty Treasurer Sassman, Engineering Supervisor Montour, Clerk Galeazzi

D. PUBLIC HEARING
1. Proposed Preliminary Resolution Authorizing Public Improvement and Levying Special Assessment Against Benefited Property (North side of Drum Corps Drive)

Engineering Supervisor Montour explained representative from Drum Corp Drive Condominium Association approached the City with a request to install storm sewer in the culverts. Staff evaluated the project and the cost to install storm sewers. It would be a special assessment to property owners.

Patsy Vegter, 1678B Drum Corp Drive. Concerns about access to the property during the installation of the storm sewers.

Engineering Supervisor Montour explained crews will assist residents during installation process.

Jim Stahl spoke for LaVerne Stahl, 1686A Drum Corp Drive. Concerns on the cost of the project and how property owners will be billed.

Dpty Treasure Sassman explained the billing and payment process for special assessments.

Matt Elliot spoke for Janet Elliot, 1686B Drum Corp Drive. Opposed to project; it is an unnecessary project.

Having no one else to speak, the Mayor called the public hearing to a close.

2. Proposed application for the Community Development Block Grant – Public Facilities Program (CDBG-PF) funds.

CDD Keil gave an overview of the CDBG - PF program and conducted the public hearing including:

- The identification of total potential funds available.
- A description of eligible CDBG activities.
- A presentation of identified community development needs.
- A request for identification of community development needs by the public.
- A presentation of activities proposed for CDBG application (Menasha Senior Center Renovation and Accessibility Project), including potential residential displacement (no displacement is anticipated).
- A request for citizen input regarding the proposed and other CDBG activities.

Chris Klein, 735 Keyes Street asked whether the Public Participation Committee for the Senior Center project would continue that role for other future CDBG applications. CDD Keil stated that a new committee is usually formed to match the interests of the committee members to the nature of the project.

Mr. Klein also asked about the source of funds for the project. CDD Keil explained that the total estimated project cost is $350,000. One half would be paid out of the proceeds of the CDBG-PF grant ($175,000) the remaining $175,000 is to be split equally between the city and funds raised by the Senior Center ($87,500 each). The city will borrow funds to match the total grant award so that the project can be initiated within the 6 month time frame as required by the grant with reimbursement expected from the fund raising initiative.

DRAFT

Mayor Merkes presented letters of support received from Barb Hartzheim-Advocap Meal Site Manager, Susan Locke-Winnebago County Supervisor, Jean Wollerman-YMCA Active Older Adult Director, Barb Taylor-Senior Center Employee, Alice Dorton, Pam Verbrick, Karon Flater, and Betty Arnold.

Having no one else to speak, the Mayor called the public hearing to a close.

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. Larry Burkhardt – Update on Fox Cities Economic Development Partnership.
Larry Burkhardt from Fox Cities Economic Development Partnership updated the Council on projects they are working on and businesses they are assisting.

2. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
Minutes to receive:
a. Administration Committee, 8/19/13
b. Board of Health, 6/21/13
c. Board of Public Works, 8/19/13
d. City Hall Safety Committee, 7/19/13
e. Committee on Aging, 7/11/2013
f. Community Development Block Grant Public Participation Committee, 8/28/13
g. IT Steering Committee, 7/9/13
h. Library Board, 8/15/13
i. Neenah-Menasha Sewerage Commission, 7/23/13
j. Personnel Committee, 8/19/13
k. Public Works/Parks Safety Committee, 7/23/13
l. Sustainability Board, 6/25/13
Communications
m. CDD Keil, 8/20/13; Report on Reduced Building Inspection Hours
n. PD Styka, 8/28/13; Police K-9 Program
o. WisDOT, 8/27/13; Notice of Public Hearings on the environmental aspects of the proposed conversion of US 41 to an Interstate Highway
p. Public Hearing Notice Harrison Plan Commission
q. League of Wisconsin Municipalities, 8/28/13; Annual conference on October 16-18, 2013 in Green Bay.
r. WisDOA to Clerk Galeazzi, 8/10/13; Preliminary Estimate of January 1, 2013 Population
s. Customers First! The Wire Newsletter, 8/2013
t. Wisconsin Local Health Department Survey, 2011, 06/13
Moved by Ald. Benner, seconded by Ald. Englebert to receive Minutes and Communication A-T.
General discussion ensued.
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, 8/19/13
2. Special Common Council, 8/26/13
Moved by Ald. Benner, seconded by Ald. Keehan to approve Consent Agenda items 1 & 2.
Motion carried on roll call 7-0.

DRAFT

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 8/19/13 to 8/29/13 in the amount of $712,444.26.
Moved by Ald. Nichols, seconded by Ald. Sevenich to approve accounts payable and payroll.
General discussion ensued on expenditures.
Motion carried on roll call 7-0.

2. Beverage Operators License Applications for the 2013-2015 licensing period.
Moved by Ald. Benner, seconded by Ald. Keehan to approve Beverage Operators License Applications as submitted.
Motion carried on roll call 7-0.

3. Reserve "Class B" liquor license application for Salsa's Mexican Restaurant LLC, d/b/a Salsa's Mexican Restaurant, 1550 Appleton Road, Menasha, Ramiro Arellano/Agent, to deal in intoxicating liquor and fermented malt beverages for the 2013-2014 licensing year.
Moved by Ald. Benner, seconded by Ald. Englebert to approve Reserve "Class B" liquor license application for Salsa's Mexican Restaurant LLC.
Motion carried on roll call 7-0.

4. Authorization to release remaining funds of $8,750 to Fox Cities Economic Development Partnership
Moved by Ald. Sevenich, seconded by Ald. Englebert to approve authorization to release remaining funds Of $8,750 to Fox Cities Economic Development Partnership.
Motion carried on roll call 6-1. Ald. Zelinski voted no.

J. ORDINANCES AND RESOLUTION

1. R-12-13 – Resolution Authorizing Submission of a Community Development Block Grant Application
Moved by Ald. Englebert, seconded by Ald. Keehan to adopt R-12-13 Resolution Authorizing Submission of a Community Development Block Grant Application.
Motion carried on roll call 7-0.

K. APPOINTMENTS

L. HELD OVER BUSINESS

1. Authorization to Execute WisDOT Bridge Operation Agreement for Fiscal Year 2014 (held 8/19/13)
Moved by Ald. Taylor, seconded by Ald. Keehan to approve Authorization to Execute WisDOT Bridge Operation Agreement for Fiscal Year 2014
Motion carried on roll call 7-0.

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. Nichols, seconded by Ald. Benner to adjourn at 7:35 p.m.
Motion carried on voice vote.

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

Market: **IL / WI**
Cell Site Number: **WI6094**
Cell Site Name: **Menasha Substation**
Fixed Asset Number: **10083274**

FIRST AMENDMENT TO GROUND SITE LEASE AGREEMENT

FIRST AMENDMENT TO GROUND SITE LEASE AGREEMENT ("First Amendment"), dated as of the latter of the signature dates below, is by and City of Menasha, a municipal corporation, ("Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Telecorp Realty, L.L.C., a Delaware limited liability company having a mailing address of 575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, GA 30324~~12555 Cingular Way, Suite 1300, Alpharetta, GA 30004~~ ("Lessee").

WHEREAS, Lessor and TeleCorp Realty, LLC – Lessee's predecessor in interest - entered into a Ground Site Lease Agreement dated February~~March~~ 27~~30~~, 2001 whereby Lessor leased to Lessee's predecessor in interest portions of the Property located at 455 Baldwin Street, Menasha, Wisconsin ("Agreement");

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation a microwave dish and related telecommunications equipment;

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the rent amount;

WHEREAS, Lessor and Lessee in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

SECTION 1. **Modification of Equipment** Lessor and Lessee acknowledge that Exhibit C to the Agreement is hereby deleted in its entirety and replaced with Exhibit C-1 attached hereto.

SECTION 2. **Modification to Rent.** Lessor agrees that beginning on the first day of the month after construction begins, the amount of rent due to Lessee shall increase by $400.00 per month and continue to increase pursuant to the terms of the Agreement.

SECTION 3. **Notice** Section 20 of the Agreement is hereby modified to update Lessee's notice address to the following:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration

Re: Cell Site #:WI6094; Cell Site Name: Menasha Substation (WI)~~(State Abbreviation)~~
Fixed Asset No: 10083274
575 Morosgo Dr. NE
13-F West Tower
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: WI6094; Cell Site Name: Menasha Substation (WI) ~~(State Abbreviation)~~
Fixed Asset No: 10083274
208 S. Akard Street
Dallas, Texas, 75202-4206

SECTION 4. **Miscellaneous**

4.1. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services. Any equipment added under authority provided per this section shall not exceed fifty (50) lbs. without the consent of the Lessor**.** Lessee agrees to provide written notification to the Lessor should such equipment be necessary.

4.2. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

4.3. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

"**LESSOR**"

City of Menasha

By:_____
Name: _____
Title: _____
Date: _____

"**Lessee**"
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: ~~_____~~Kimberly Coleman
Title: Senior Real Estate Manager~~_____~~
Date: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____ in the year ____ before me, the undersigned, a notary public in and for said state, personally appeared ~~_____~~, Kimberly Coleman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public: _____
My Commission Expires: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

I CERTIFY that on _____ _____, 2013, _____ [_____] personally came before me and acknowledged under oath that he or she:

(a) is the _____ [_____] of City of Menasha

(b) was authorized to execute this instrument on behalf of City of Menasha

(c) executed the instrument as the act of the City of Menasha.

_____
Notary Public
My Commission Expires:_____

12-2010
2010 Form Amendment

EXHIBIT C-1

(5) Powerwave RA11.7740.00 Antennas
(3) Andrew SBNH-6565B Antennas
(1) Omni BSA-W65-20R210-02 Antennas
(14) 1-1/4" Coax
(2) DC Power cables
(1) Fiber Bundle
(6) Powerwave LGP18607 TMAs
(1) 3/8" RET Cable
(3) Alcatel-Lucent RRH2x40 (700)
(1) Raycap DC12-48-60-RM
(2) Commscope PX4F-52 (TR) Dishes
(2) Radwin 2000 C 117M ODU

THIRD AMENDMENT to the LEASE AGREEMENT
Between Morton Martin I LLC, Dumke and Associates, LLC and the City of Menasha
DATED March 17, 2008
AMENDED December 21, 2010
AMENDED November 10, 2011

THIS THIRD AMENDMENT TO THE LEASE AGREEMENT, executed in Menasha, Wisconsin on

this ____ day of August, 2013, is made effective between Morton Martin I LLC, OLH, LLC and the City of Menasha and is made with reference to the Lease Agreement dated March 17, 2008, First Amendment to the Lease Agreement dated December 21, 2010, and Second Amendment to the Lease Agreement dated November 10, 2011.

1. Add to paragraph 2. Term(e) 2014 Renewal Term. This Lease Agreement shall recommence on January 1, 2014 and end December 31, 2015.
2. Extend the Second Amendment to the Lease Agreement dated November 10, 2011, Rental rate of $4.00 per square foot for 2 more years.
3. All other terms and conditions set forth in the initial agreement dated March 17, 2008, First Amendment to the Lease Agreement, and Second Amendment to the Lease Agreement, unless inconsistent with the above changes, shall remain the same.
4. Landlord reserves the right to serve a 120 day notice to the City of Menasha to vacate property at any time during this lease extension.

IN WITNESS WHEREOF, the undersigned have executed the Amendment as of the date first written above:

_____
Morton Martin I, LLC

_____
Donald Merkes, Mayor
City of Menasha

_____
OLH, LLC

Form B

Menasha

City of Menasha • Department of Public Works

STREET USE APPLICATION

Event: 20TH ANNUAL ST. JOE'S 5K RUN/WALK

Sponsored by: PACESETTER'S-FOX CITIES

Responsible Person: NED HUGHES - RACE DIRECTOR

Address: P.O. BOX 681
MENASHA, WI. 54952

Email Address: RUNNEDRUN@HOTMAIL.COM

Phone: 920-475-7116

Street Use Date: 10/12/2013
Start Time: 8:00 AM
End Time: 10:00 AM
Number of Units: 571 (2012)
(Parades) PROTECTED 500-700

Street Route: 5K (3.1 MILES) RUN/WALK COURSE!
Description of Use (attach map)

Liability Insurance has been secured in the amount of $ 1,000,000.00 with the City of Menasha named as the additional insured. This is primary insurance.

Insurance Company NATIONAL CASUALTY COMPANY Policy No. KR0000003086500
(Attached are samples of the certificate of insurance and endorsement; each naming the City of Menasha as additional insured)

Date: June 29, 2013 Applicant's Signature: Ned Hughes

RECEIPT 4107

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: 9-16-13

Approved: _____ Denied: _____

APPROVAL:

Police Dept. [illegible] Fire Dept. [illegible] Public Works Dept. MR City Attorney PAC

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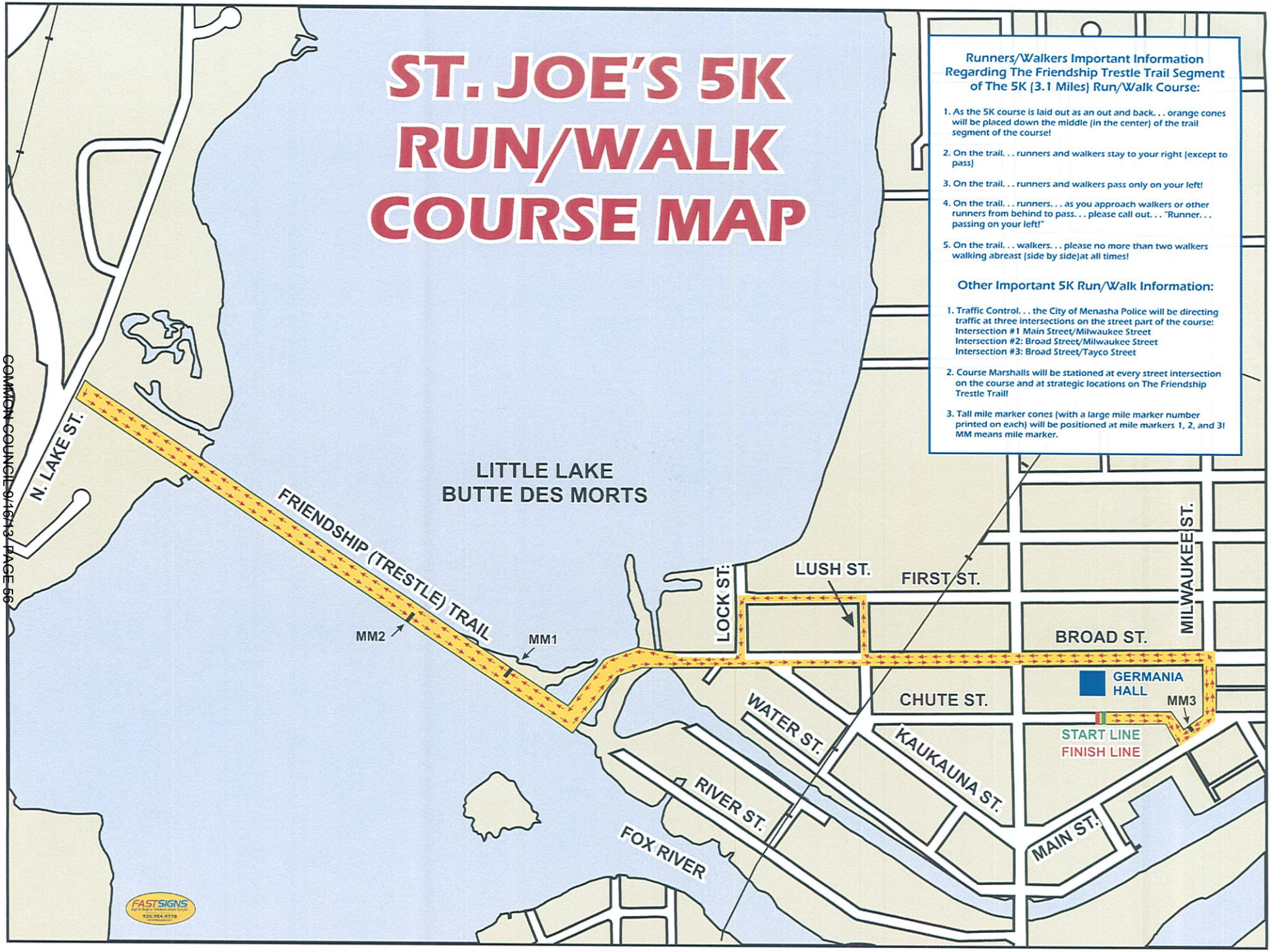
www.cityofmenasha-wi.gov

ST. JOE'S 5K RUN/WALK COURSE MAP



Runners/Walkers Important Information Regarding The Friendship Trestle Trail Segment of The 5K (3.1 Miles) Run/Walk Course:

1. As the 5K course is laid out as an out and back. . . orange cones will be placed down the middle (in the center) of the trail segment of the course!
2. On the trail. . . runners and walkers stay to your right (except to pass)
3. On the trail. . . runners and walkers pass only on your left!
4. On the trail. . . runners. . . as you approach walkers or other runners from behind to pass. . . please call out. . . "Runner. . . passing on your left!"
5. On the trail. . . walkers. . . please no more than two walkers walking abreast (side by side)at all times!

Other Important 5K Run/Walk Information:

1. Traffic Control. . . the City of Menasha Police will be directing traffic at three intersections on the street part of the course:
   Intersection #1 Main Street/Milwaukee Street
   Intersection #2: Broad Street/Milwaukee Street
   Intersection #3: Broad Street/Tayco Street
2. Course Marshalls will be stationed at every street intersection on the course and at strategic locations on The Friendship Trestle Trail!
3. Tall mile marker cones (with a large mile marker number printed on each) will be positioned at mile markers 1, 2, and 3! MM means mile marker.

Form B

Menasha

City of Menasha • Department of Public Works

STREET USE APPLICATION

Event: Homecoming Parade

Sponsored by: Menasha High School

Responsible Person: Rick Grable

Address: 420 7th St.
Menasha WI 54952

Street Use Date: Sept 27
Start Time: 5:30
End Time: 6:15
Number of Units: 20
(Parades)

Email Address: GrableR@mjsd.K12.wi.us Phone: 920-967-1803

Street Route: See attached
Description of Use (attach map)

Liability Insurance has been secured in the amount of $ 5,000,000 **with the City of Menasha named as the additional insured. This is primary insurance.**

Insurance Company Maritime Insurance Group Policy No. SGL2221313
(Attached are samples of the certificate of insurance and endorsement; each naming the City of Menasha as additional insured)

Date: 8/20/13 Applicant's Signature: [signature]

pd 120340

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: 9-16-13

Approved: _____ Denied: _____

APPROVAL:

Police Dept. [signature] Fire Dept. VG/S Public Works Dept. CPG City Attorney PAC

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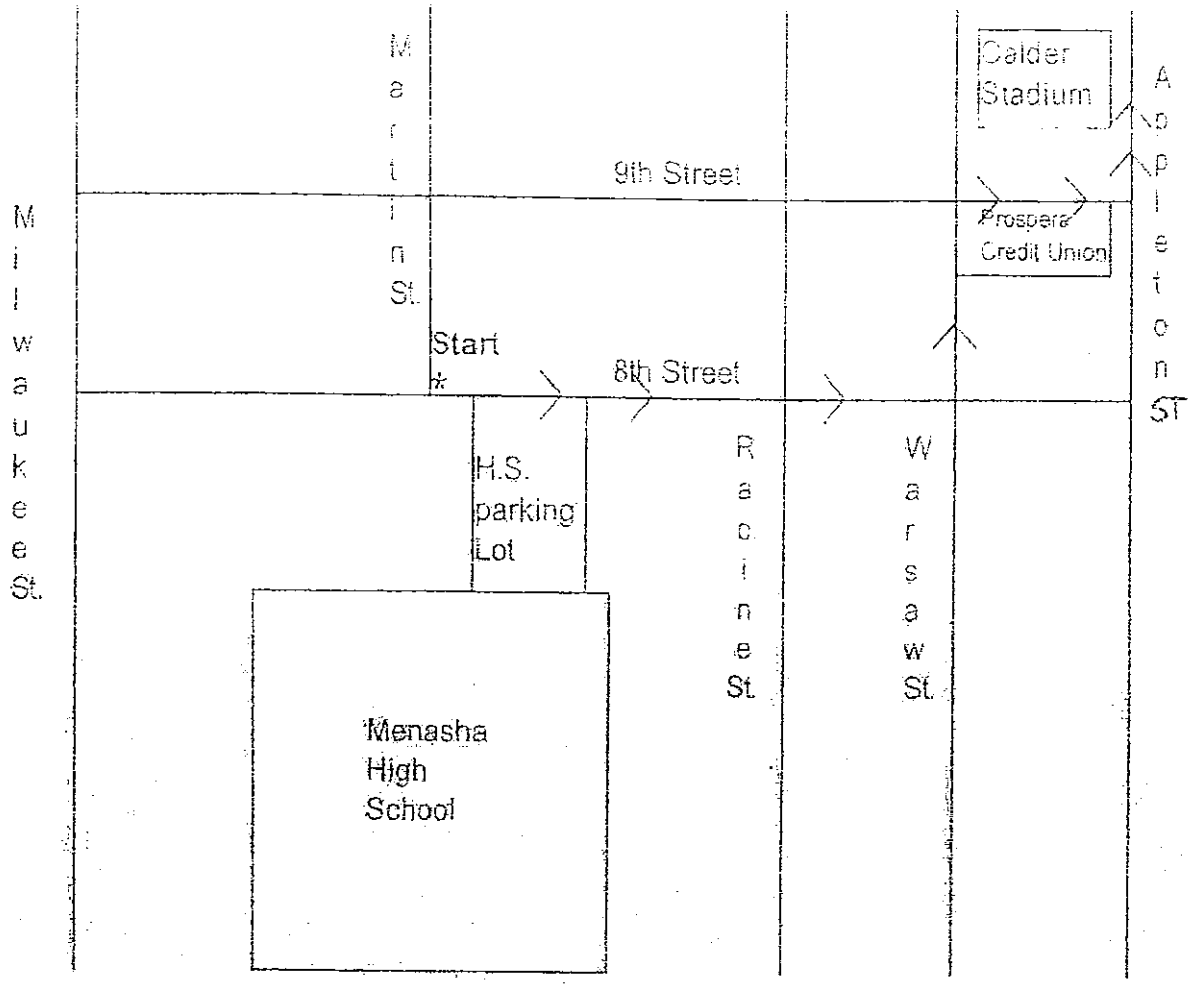
www.cityofmenasha.com



HOMECOMING PARADE DIRECTIONS

PARADE STARTS AT 5:30 P.M.

*Start at the corner of Martin St. and 8th St. (By the H.S. Parking Lot).
*Cross over Racine St.
*Turn left on Warsaw St.
*Turn right on 9th St. (By Prospera Credit Union)
*Turn left on Appleton St.
*This road leads into Calder Stadium.

Form B

Menasha

City of Menasha • Department of Public Works

STREET USE APPLICATION

Event: SMC Homecoming Parade

Sponsored by: St. Mary Central HS

Responsible Person: Michelle Jungbauer

Address: 1050 Zephyr Dr.
Neenah, WI 54956

Email Address: mjungbauer@faces.org Phone: 920-722-7796

Street Route: ☆ see back
Description of Use (attach map)

Street Use Date: September 27, 2013
Start Time: 5:00
End Time: 6:00
Number of Units: ≈25-30
(Parades)

Liability Insurance has been secured in the amount of $ 500,000 with the City of Menasha named as the additional insured. This is primary insurance.

Insurance Company Catholic Mutual Relief Policy No. 8878
(Attached are samples of the certificate of insurance and endorsement; each naming the City of Menasha as additional insured)

Date: 7/11/13 Applicant's Signature: Michelle Jungbauer

PARS 115

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: 9-16-13

Approved: _____ Denied: _____

APPROVAL:

Police Dept. ~~E/CS~~ Fire Dept. VC/CS Public Works Dept. PJM City Attorney PAG

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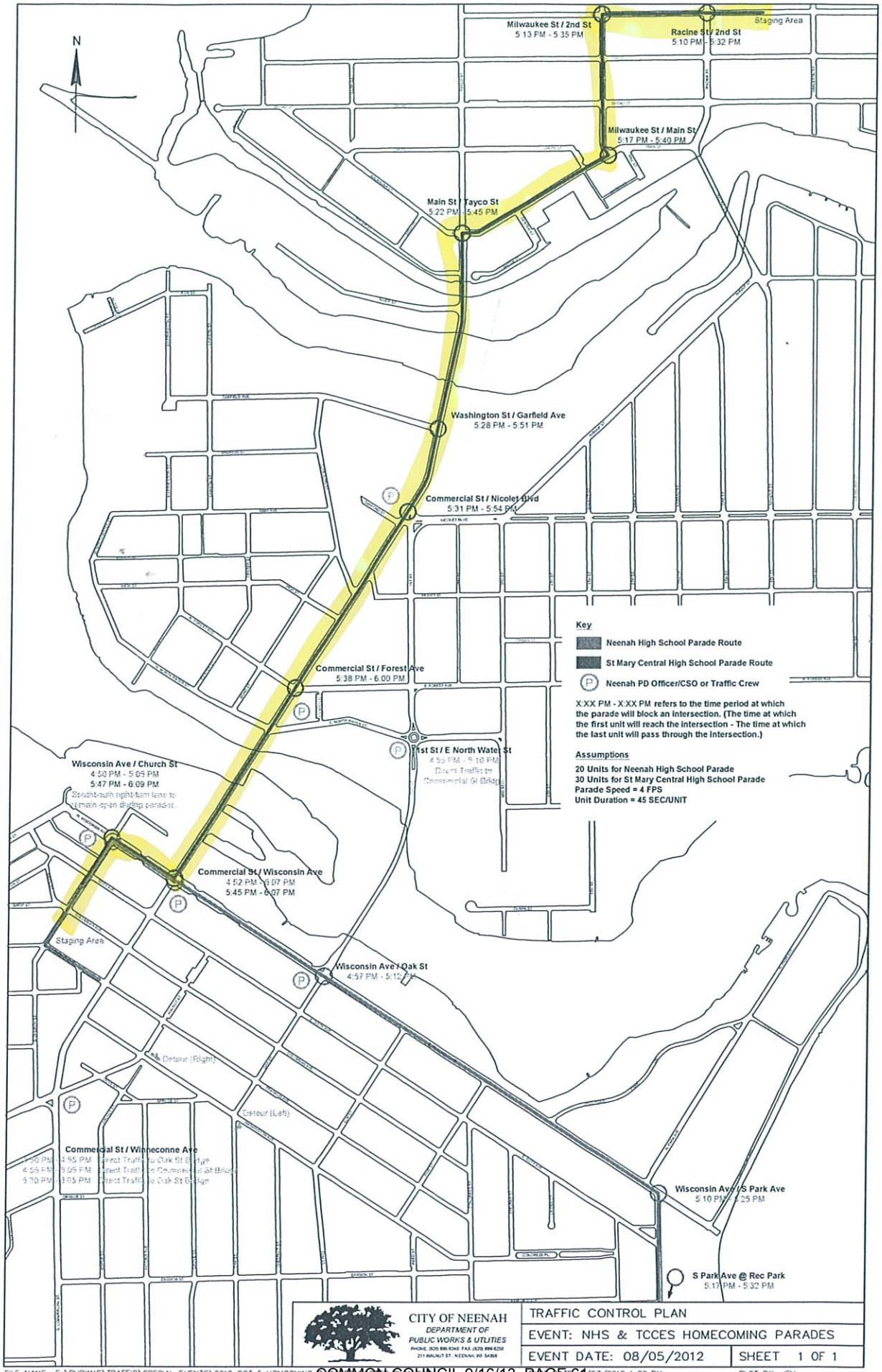
www.cityofmenasha-wi.gov

* Start 528 Second St, left on Milwaukee St., Right on Main, Left on Tayco/Washington/Commercial, left onto Church St. and disband


N
Staging Area
Milwaukee St / 2nd St
5:13 PM - 5:35 PM
Racine St / 2nd St
5:10 PM - 5:32 PM
Milwaukee St / Main St
5:17 PM - 5:40 PM
Main St / Tayco St
5:22 PM - 5:45 PM
Washington St / Garfield Ave
5:28 PM - 5:51 PM
Commercial St / Nicolet Blvd
5:31 PM - 5:54 PM
Commercial St / Forest Ave
5:38 PM - 6:00 PM
First St / E North Water St
4:55 PM - 5:10 PM
Direct Traffic to Commercial St Bridge
Wisconsin Ave / Church St
4:50 PM - 5:05 PM
5:47 PM - 6:09 PM
Southbound right/turn lane to remain open during parade.
Commercial St / Wisconsin Ave
4:52 PM - 5:07 PM
5:45 PM - 6:07 PM
Staging Area
Wisconsin Ave / Oak St
4:57 PM - 5:12 PM
Detour (Right)
Detour (Left)
Commercial St / Winneconne Ave
4:50 PM - 4:55 PM Direct Traffic to Oak St Bridge
4:55 PM - 5:05 PM Direct Traffic to Commercial St Bridge
5:10 PM - 5:05 PM Direct Traffic to Oak St Bridge
Wisconsin Ave / S Park Ave
5:10 PM - 5:25 PM
S Park Ave @ Rec Park
5:17 PM - 5:32 PM
Key
Neenah High School Parade Route
St Mary Central High School Parade Route
Neenah PD Officer/CSO or Traffic Crew
X:XX PM - X:XX PM refers to the time period at which the parade will block an intersection. (The time at which the first unit will reach the intersection - The time at which the last unit will pass through the intersection.)
Assumptions
20 Units for Neenah High School Parade
30 Units for St Mary Central High School Parade
Parade Speed = 4 FPS
Unit Duration = 45 SEC/UNIT
CITY OF NEENAH
DEPARTMENT OF PUBLIC WORKS & UTILITIES
TRAFFIC CONTROL PLAN
EVENT: NHS & TCCES HOMECOMING PARADES
EVENT DATE: 08/05/2012
SHEET 1 OF 1
FILE NAME : F:\PUBWKS\TRAFFIC\SPECIAL EVENTS\2012 OCT 5 HOMCOMING
PLOT SCALE : 0.001560
PLOT BY: JFM

Menasha

Memorandum

DATE: August 15, 2013

TO: Menasha Board of Public Works

FROM: Mark Radtke, Director of Public Works MR

RE: Request to Add a Street Light on Utility Pole at 344 Grandview Avenue

A request has been submitted by a resident at 344 Grandview Avenue to add a street light on the existing utility pole on the north side of the street. Enclosed with this report is a drawing showing the approximate locations of existing street lights along Grandview Avenue and Lisbon Avenue.

In 2007, there was an existing street light on this pole, but the light was removed as part of the citywide street light review. The same situation exists on Lisbon Avenue, the street paralleling Grandview one block to the south. The removal of the Grandview street light has resulted in a slightly larger than normal spacing between lights.

The street lights in this vicinity are 150 watt high pressure sodium (HPS) fixtures. To add a similar fixture at this location would cost approximately $130 annually, including the energy charge. Menasha Utilities is undergoing a PSC rate case, which incorporates a review of all street light rates, including the more energy efficient induction and LED lighting. When I asked about the possibility of installing an induction or LED light, MU Supervisor Lonnie Pichler indicated they have received preliminary rates for the induction and LED lighting, but he is questioning the proposed charges as he feels they are too high and not representative of MU's true costs for those lights. At this point, if a street light is authorized for this location, we would recommend it be a 150 watt HPS fixture.

The Police Department also has included useful information relating to this neighborhood and regarding the importance of street lighting as it relates to crime statistics. I don't think the lighting along this segment of Grandview is inadequate for the existing residential use, but I also would not be opposed to adding a light given the Police Department report of incidents in the area.

Enclosures

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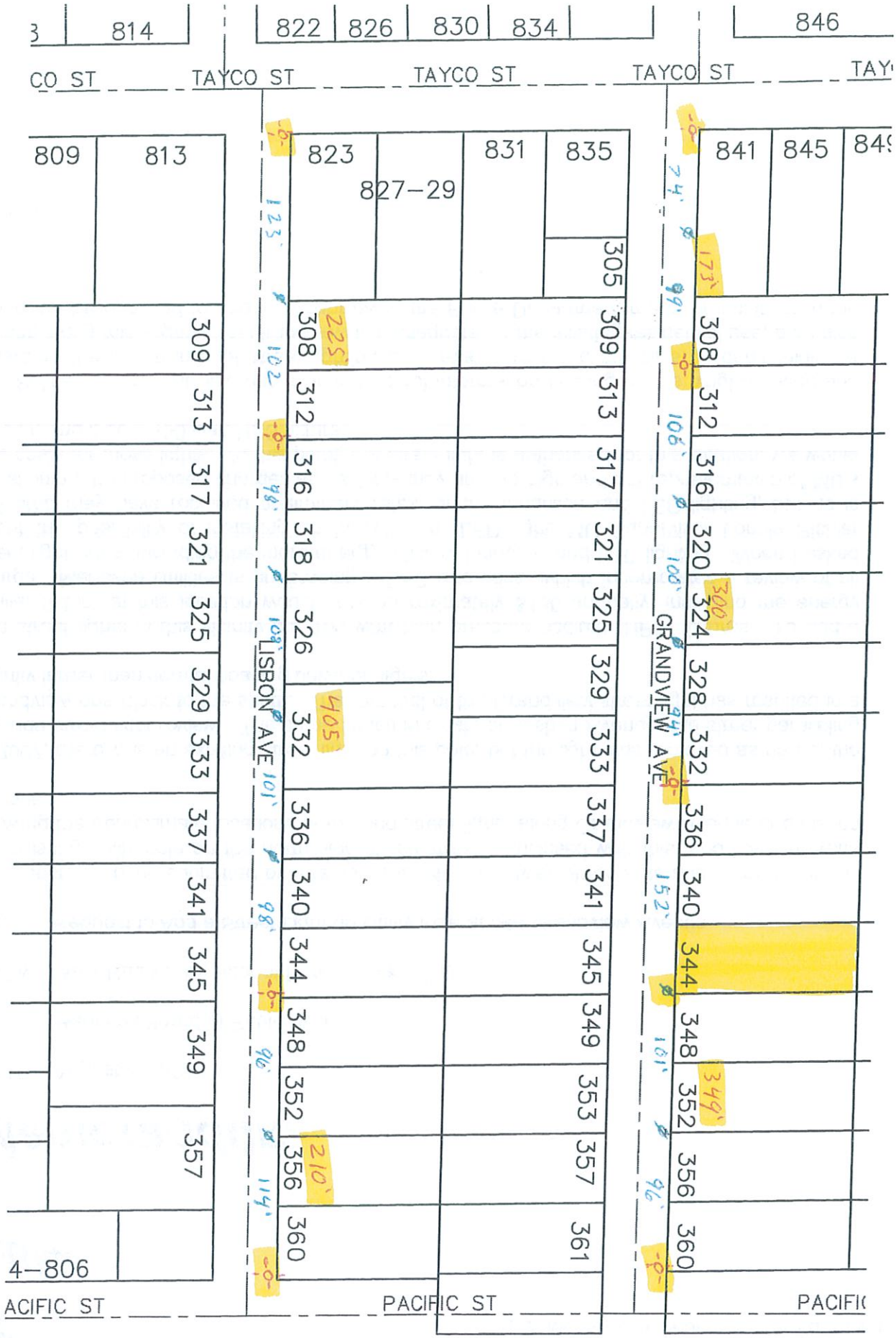
www.cityofmenasha-wi.gov


814
822
826
830
834
846
TAYCO ST
TAYCO ST
TAYCO ST
809
813
823
827–29
831
835
841
845
305
309
308
312
316
320
324
328
332
336
340
344
348
352
356
360
313
317
321
325
329
333
337
341
345
349
357
361
LISBON AVE
GRANDVIEW AVE
PACIFIC ST
PACIFIC ST
4–806
-O- = Light Pole
Ø = Power Pole

-----Original Message-----
From: cribbagenut2@gmail.com [mailto:cribbagenut2@gmail.com]
Sent: Friday, May 17, 2013 12:33 PM
To: Don Merkes
Subject: Feedback from Web Site: Suggestion

Selected Subject: Suggestion
Name: Judy Pocan
Phone: 920-841-1957
Fax:
EmailConfirm: cribbagenut2@gmail.com
Contact Method: Phone
Message: I learned yesterday that we are getting new poles on Grandview Ave. I am requesting a street light on the pole in front of 344 Grandview. Presently, there are poles 4-5 houses away. We used to have a pole in front of the requested address. As a single female, I would feel much more safe. Last year there was vandalism in this area. Thank you for your consideration.
Judy Pocan
Please contact me as soon as possible regarding this matter: Yes

-----Original Message-----
From: Don Merkes
Sent: Friday, May 17, 2013 2:44 PM
To: 'cribbagenut2@gmail.com'
Cc: Mark Radtke
Subject: RE: Streetlight

Judy

I'll forward your request to our Public Works Director for review to see if it meets criteria for additional lighting. Thanks contacting us.

Don

Donald Merkes
Mayor, city of Menasha
140 Main Street
Menasha, WI 54952
(920) 967-3600
Fax: (920) 967-5273
www.DonMerkes.com
www.facebook.com/MayorMerkes
dmerkes@ci.menasha.wi.us

-----Original Message-----
From: Mark Radtke
Sent: Monday, August 12, 2013 11:42 AM
To: Tim Styka; Brett Halderson
Subject: FW: Streetlight

Tim/Brett,

We have received a request for a street light at 344 Grandview Drive. The request (see below) mentions vandalism occurring in that area last year. We will be presenting this issue at next Monday's Board of Public Works meeting. As always, we would appreciate any input you might have regarding the street light issue as it relates to safety. This is a street light that had been removed several years ago by the City as part of our citywide street light review. Please contact me if you have any questions.

Thanks, Mark

Mark Radtke
Director of Public Works
City of Menasha
Phone: (920)967-3610
Fax: (920)967-5272
mradtke@ci.menasha.wi.us

From: Brett Halderson
Sent: Monday, August 12, 2013 1:03 PM
To: Mark Radtke; Tim Styka
Subject: RE: Streetlight

Hi Mark,

I did a quick check of past reports in the 300 block of Grandview and found there were 31 calls since Jan 1, 2011. I estimated that three of those calls involved situations that may not have occurred if the people involved were dissuaded from doing what they did because of extra lighting in the area.

As a general rule, we believe that on-street lighting helps reduce the amount of crime in neighborhoods and assists officers in being more effective in checking those areas.

I have not personally seen how much light gets to the area in front of 344 Grandview Av from the nearest street light.

Brett

City of Menasha Disbursements

Accounts Payable	9/5/13-9/12/13 Checks # 43617-43733	$ 363,144.53
Payroll	9/5/13	$ 163,026.81
	Total	$ 526,171.34

Medical Expense Reimbursement Trust-Retirement Pay Out

Menasha Employees Credit Union-Employee Deductions

United Way-Employee Donations

Wisconsin Support Collections-Child/Spousal Support

WI SCTF-Child Support Annual Fee

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

Date: 9/6/2013

AP Check Register
Check Date: 9/5/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ACC PLANNED SERVICE INC	43617	9/5/2013	11099	100-1001-514.24-03	150.00	Cleaned Pump City Hall
				100-0801-521.24-03	95.25	Adj Unit
				100-0501-522.24-03	63.50	Adj Unit
			Total for check: 43617		**308.75**	
ACCURATE	43618	9/5/2013	1311562	731-1022-541.38-03	18.57	Plugs & Caps
			Total for check: 43618		**18.57**	
THE ACTIVE NETWORK INC	43619	9/5/2013	81178681	743-0403-513.24-04	12.02	Fees
		9/5/2013	81186980	743-0403-513.24-04	7.55	Fees
		9/5/2013	81187861	743-0403-513.24-04	3.24	Fees
		9/5/2013	81197163	743-0403-513.24-04	12.36	Fees
			Total for check: 43619		**35.17**	
AIRGAS USA LLC	43620	9/5/2013	9018671272	731-1022-541.30-18	135.77	Wire
		9/5/2013	9018671273	731-1022-541.30-18	100.47	Wire
			Total for check: 43620		**236.24**	
ALL-SPORT TROPHY	43621	9/5/2013	47364	100-0702-552.30-18	62.00	Awards
		9/5/2013	47420	100-0702-552.30-18	30.00	Awards
		9/5/2013	47438	100-0702-552.30-18	302.50	Grunski Awards
			Total for check: 43621		**394.50**	
APPLETON COURT REPORTERS LLC	43622	9/5/2013		100-0402-513.21-07	200.00	Board of Review
			Total for check: 43622		**200.00**	
BADGER HIGHWAYS CO INC	43623	9/5/2013	160585	100-1003-541.30-18	160.89	Asphalt
			Total for check: 43623		**160.89**	

AP Check Register
Check Date: 9/5/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description	
BAYCOM INC	43624	9/5/2013	80171	100-0801-521.29-05	15.00	Receiver Cradle Cable	
			Total for check: 43624		**15.00**		
BERGSTROM FORD OF NEENAH	43625	9/5/2013	232861	100-0801-521.29-05	61.02	Headlamp repair	
			Total for check: 43625		**61.02**		
BMO HARRIS BANK NA	43626	9/5/2013	4036538	100-0202-512.21-06	260.00	Plan Fees	
			Total for check: 43626		**260.00**		
BUBRICK'S	43627	9/5/2013	778621	100-0801-521.30-18	642.00	Ignition/Mariner/Black	
			Total for check: 43627		**642.00**		
CAREW CONCRETE & SUPPLY CO INC	43628	9/5/2013	943314	625-1003-541.30-18	76.00	Bag	
			Total for check: 43628		**76.00**		
CDW GOVERNMENT INC	43629	9/5/2013	DX29602	100-0801-521.30-12	467.48	PC & RAM Upgrades/RAIDS	
			Total for check: 43629		**467.48**		
COMMUNITY HOUSING COORDINATOR	43630	9/5/2013	178	100-0304-562.21-06	1,800.00	Housing Plan	Administration
			Total for check: 43630		**1,800.00**		
CRESCENT ELECTRIC SUPPLY COMPANY	43631	9/5/2013	087-458772-00	100-1001-514.24-03	384.97	Sensor/Wallplate	CH - Hallways
		9/5/2013	087-459670-00	100-1001-514.24-03	64.16	Wallplate & Ocpcy Snsr	
		9/5/2013	087-459876-00	100-1001-514.30-18	174.50	Midget Fuse	
			Total for check: 43631		**623.63**		
ENVIROTECH	43632	9/5/2013	081113-13A	601-1020-543.30-18	676.00	DVR Recorder/Equipment	
			Total for check: 43632		**676.00**		

AP Check Register
Check Date: 9/5/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
FOX CITIES CHAMBER OF COMMERCE &	43633	9/5/2013	40087	100-0304-562.21-10	8,750.00	Semiannual Economic Development Pledge
			Total for check: 43633		**8,750.00**	
DEBBIE GALEAZZI	43634	9/5/2013	GALEAZZI	100-0203-512.34-03	387.00	Clerk Conf
			Total for check: 43634		**387.00**	
GRIESBACH READY-MIX LLC	43635	9/5/2013	22101	625-1003-541.30-18	1,286.00	Concrete
			Total for check: 43635		**1,286.00**	
GUNDERSON INC	43636	9/5/2013	113583	100-0801-521.30-13	34.82	Towels/Mats
			Total for check: 43636		**34.82**	
GUSTMAN CHEVROLET SALES INC	43637	9/5/2013	28716	731-1022-541.38-03	237.46	W-Pump Kit & Supplies
			Total for check: 43637		**237.46**	
HOME DEPOT CREDIT SERVICES	43638	9/5/2013	30245	100-0703-553.24-03	148.02	Sharpie/Shims/Switch
		9/5/2013	4020485	100-0801-521.30-13	9.98	PD Supplies
		9/5/2013	5072047	100-0601-551.24-03	37.43	Building Maint
		9/5/2013	8030625	100-0703-553.24-03	17.94	Straps
		9/5/2013	9030438	100-0703-553.24-03	53.48	Stud/Strip/Bit
			Total for check: 43638		**266.85**	
P & J KAMPO ELECTRIC INC	43639	9/5/2013	3716	100-0501-522.24-03	1,140.28	Replace Paging Amp Station 36
			Total for check: 43639		**1,140.28**	
KANUSCAK, CHRISTINA	43640	9/5/2013	KANUSCAK	100-0704-552.30-15	163.75	Reimb Damaged Cell Phone
			Total for check: 43640		**163.75**	
KOBUSSEN BUSES LTD	43641	9/5/2013	202001	100-0702-552.20-05	76.00	Golf Trip

AP Check Register
Check Date: 9/5/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
KOBUSSEN BUSES LTD...	43641...	9/5/2013	202025	100-0702-552.20-05	76.00	Golf Trip
		9/5/2013	202026	100-0702-552.20-05	76.00	Golf Trip
		9/5/2013	202027	100-0702-552.20-05	76.00	Golf Trip
			Total for check: 43641		**304.00**	
LEVENHAGEN CORPORATION	43642	9/5/2013	82469	207-0707-552.38-01	4,226.85	Fuel
		9/5/2013	82490	207-0707-552.38-01	5,591.65	Fuel
		9/5/2013	82765	207-0707-552.38-01	2,015.96	Fuel
		9/5/2013	82770	207-0707-552.38-01	1,346.07	Fuel
		9/5/2013	83022	207-0707-552.38-01	2,095.48	Fuel
		9/5/2013	83024	207-0707-552.38-01	2,738.98	Fuel
		9/5/2013	83025	207-0707-552.38-01	1,034.24	Fuel
			Total for check: 43642		**19,049.23**	
LOWE'S BUSINESS ACCOUNT/GEMB	43643	9/5/2013		100-0703-553.30-18	26.53	Mylar/Numbers
			Total for check: 43643		**26.53**	
MCKAY NURSERY COMPANY	43644	9/5/2013	08-06-1333882	826-0703-553.30-18	2,989.50	Hackberry/Lilac/Oak
			Total for check: 43644		**2,989.50**	
MENASHA EMPLOYEES CREDIT UNION	43645	9/5/2013	20130905	100-0000-202.05-00	12,183.00	PAYROLL SUMMARY
			Total for check: 43645		**12,183.00**	
MENASHA EMPLOYEES CREDIT UNION	43646	9/5/2013	20130905	100-0000-202.10-00	140.82	PAYROLL SUMMARY
			Total for check: 43646		**140.82**	
MENASHA JOINT SCHOOL DISTRICT	43647	9/5/2013	MJSD	100-0000-412.00-00	6,115.79	August Mobile Home
			Total for check: 43647		**6,115.79**	

AP Check Register
Check Date: 9/5/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MODERN DAIRY INC	43648	9/5/2013	212447	100-0704-552.30-17	134.55	Concessions
			Total for check: 43648		**134.55**	
MORTON SAFETY	43649	9/5/2013	814521	100-0903-531.30-18	14.97	Respirator/Filter
		9/5/2013	816863	731-1022-541.30-18	22.80	Eyewear
			Total for check: 43649		**37.77**	
N&M AUTO SUPPLY	43650	9/5/2013	452951	731-1022-541.38-03	29.42	Oil Filter/Bracket
		9/5/2013	453735	731-1022-541.38-03	304.74	Muffler/Assemb, Brake Pad
		9/5/2013	453779	731-1022-541.38-03	4.90	EXH Clamp
		9/5/2013	453842	731-1022-541.38-03	9.55	Door Hinge Pin & Bushing
			Total for check: 43650		**348.61**	
NEENAH-MENASHA SEWERAGE COMMISSION	43651	9/5/2013	2013-108	601-1021-543.25-01	62,307.62	August 2013 Wastewater Treatment
		9/5/2013	2013-114	601-1021-543.25-01	25,096.00	August 2013
			Total for check: 43651		**87,403.62**	
NIELSON COMMUNICATIONS	43652	9/5/2013	FV13-28654	731-1022-541.38-03	85.00	Quarter-Wave Antenna Nuts
			Total for check: 43652		**85.00**	
OLD DOMINION BRUSH	43653	9/5/2013	0045796-IN	625-1028-543.30-15	4,054.56	Impeller, Bushing, IMP
			Total for check: 43653		**4,054.56**	
OSHKOSH FIRE & POLICE EQUIPMENT INC	43654	9/5/2013	152715	100-0801-521.29-05	74.00	Tail Light Flasher
			Total for check: 43654		**74.00**	
PACKER CITY INTERNATIONAL	43655	9/5/2013	3-232180072	731-1022-541.38-03	50.14	Air Filter
		9/5/2013	3-232190029	731-1022-541.38-03	129.85	Strobe & Filters
		9/5/2013	3-232240015	731-1022-541.38-03	33.57	Filters
		9/5/2013	3-232250039	731-1022-541.38-03	12.27	Air Filter

AP Check Register
Check Date: 9/5/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
PACKER CITY INTERNATIONAL...	43655...	9/5/2013	3-232250040	731-1022-541.38-03	22.55	Air Filter
			Total for check: 43655		**248.38**	
LINDA PALMBACH	43656	9/5/2013	PALMBACH	100-0903-531.33-01	38.60	August 2013
			Total for check: 43656		**38.60**	
RANGER SERVICES INC	43657	9/5/2013	81M33	100-0706-561.21-02	125.00	Tree Inspection 8th & Tayco
			Total for check: 43657		**125.00**	
REDI-WELDING CO	43658	9/5/2013	14577	731-1022-541.30-18	365.00	Tubing
			Total for check: 43658		**365.00**	
ROAD EQUIPMENT	43659	9/5/2013	WA564800	731-1022-541.38-03	61.64	Light Marker
			Total for check: 43659		**61.64**	
ROGERS UPHOLSTERY	43660	9/5/2013	422	731-1022-541.21-06	280.00	Truck Seat
			Total for check: 43660		**280.00**	
SMT MANUFACTURING & SUPPLY	43661	9/5/2013	0024034-IN	731-1022-541.38-03	28.08	Belt
			Total for check: 43661		**28.08**	
SPORTS GRAPHICS	43662	9/5/2013	0513-100	100-0702-552.30-18	40.00	Umpire Shirts
		9/5/2013	0613-049	826-0702-552.30-18	417.00	Team Shirts
		9/5/2013	0813-001	100-0000-201.03-00	231.53	T-shirts
		9/5/2013	0813-025	826-0702-552.30-18	2,000.00	Shirts
				100-0702-552.30-18	2,688.05	Shirts
			Total for check: 43662		**5,376.58**	

AP Check Register
Check Date: 9/5/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
STANLEY SECURITY SOLUTIONS INC	43663	9/5/2013	902886203	207-0707-552.30-18	92.80	Keys
			Total for check: 43663		**92.80**	
UNIFIRST CORPORATION	43664	9/5/2013	097 0144688	731-1022-541.20-01	112.65	Coveralls/Shirts/Mops
			Total for check: 43664		**112.65**	
UNITED WAY FOX CITIES	43665	9/5/2013	20130905	100-0000-202.09-00	30.25	PAYROLL SUMMARY
			Total for check: 43665		**30.25**	
WE ENERGIES	43666	9/5/2013		100-1012-541.22-03	2,255.33	Street Lights
				100-0703-553.22-03	38.80	Menasha Conservancy
			Total for check: 43666		**2,294.13**	
WEA INSURANCE TRUST	43667	9/5/2013	32104	100-0000-204.11-00	11,051.74	Insurance Premium
				100-0000-204.08-00	111,251.18	Insurance Premium
			Total for check: 43667		**122,302.92**	
WERNER ELECTRIC SUPPLY CO	43668	9/5/2013	S3940338.001	100-0703-553.30-18	219.54	Lamps
			Total for check: 43668		**219.54**	
WG INC	43669	9/5/2013	214722	100-0702-552.30-18	12.50	Sign
			Total for check: 43669		**12.50**	
WINNEBAGO COUNTY CLERK OF COURTS	43670	9/5/2013		100-0000-201.03-00	150.00	Bond Report #13-2971
				100-0000-201.03-00	650.00	Bond Report #13-2887
				100-0000-201.03-00	850.00	Bond Report #13-2875
			Total for check: 43670		**1,650.00**	

AP Check Register
Check Date: 9/5/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
WINNEBAGO COUNTY TREASURER	43671	9/5/2013	4592	100-0805-521.25-01	51.46	Lodging
			Total for check: 43671		**51.46**	
WDATCP	43672	9/5/2013	0813-025	100-0000-421.10-00	387.00	Agent Fees
			Total for check: 43672		**387.00**	
WISCONSIN SUPPORT COLLECTIONS	43673	9/5/2013	20130905	100-0000-202.03-00	1,108.13	PAYROLL SUMMARY
			Total for check: 43673		**1,108.13**	
					285,973.05	

AP Check Register
Check Date: 9/12/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
AAA SANITATION INC	43674	9/12/2013	603673	100-0703-553.20-09	115.00	Portable Toilets 8/1-8/31Brighton Beach
		9/12/2013	603674	100-0703-553.20-09	115.00	Portable Toilets 8/1-8/31Jefferson Park
			Total for check: 43674		**230.00**	
ACC PLANNED SERVICE INC	43675	9/12/2013	11133	100-1001-514.24-03	1,189.40	AC Unit/Access
			Total for check: 43675		**1,189.40**	
ACCURATE	43676	9/12/2013	1311590	731-1022-541.30-18	26.86	Utility Blades
		9/12/2013	1311866	731-1022-541.30-18	20.60	HHCS GR
		9/12/2013	1312037	731-1022-541.30-18	331.43	Wheel Weights/Supplies
		9/12/2013	1312048	731-1022-541.30-18	20.28	Coated Wheel Weights
		9/12/2013	1312211	731-1022-541.30-18	304.61	Supplies
			Total for check: 43676		**703.78**	
AEROLOC INCORPORATED	43677	9/12/2013	1132	100-0000-123.00-00	500.00	100 Fox St/Parcel 3-700
			Total for check: 43677		**500.00**	
ARK MEDIA GROUP	43678	9/12/2013	00002073	492-0304-562.21-10	3,687.00	Community of Lake Park Phase III
			Total for check: 43678		**3,687.00**	
ASSESSMENT TECHNOLOGIES LLC	43679	9/12/2013	4512	743-0403-513.24-04	150.00	Market Drive Support
			Total for check: 43679		**150.00**	
BADGER HIGHWAYS CO INC	43680	9/12/2013	160646	100-1003-541.82-02	1,242.91	Hickory Hollow
			Total for check: 43680		**1,242.91**	
BERGSTROM FORD OF NEENAH	43681	9/12/2013	233182	100-0801-521.29-05	210.00	Electrical Repair
			Total for check: 43681		**210.00**	

AP Check Register
Check Date: 9/12/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CAREW CONCRETE & SUPPLY CO INC	43682	9/12/2013	945311	625-1010-541.30-18	80.00	Concrete
			Total for check: 43682		**80.00**	
CASPERS TRUCK EQUIPMENT INC	43683	9/12/2013	68526	731-1022-541.38-03	460.80	Roller, Hustling Hitch
			Total for check: 43683		**460.80**	
CLEAR WATER CAR WASH	43684	9/12/2013	3749	100-0801-521.29-05	35.98	August Car Washes
			Total for check: 43684		**35.98**	
FACTORY MOTOR PARTS CO	43685	9/12/2013	18-1241375	731-1022-541.38-03	(75.00)	Credit
		9/12/2013	18-1244401	731-1022-541.38-03	(60.55)	Credit
		9/12/2013	18-1249920	731-1022-541.38-03	171.80	Battery Core Charges
		9/12/2013	50-686562	731-1022-541.38-03	110.29	Filters
			Total for check: 43685		**146.54**	
FOX STAMP SIGN & SPECIALTY	43686	9/12/2013	OE-18382	100-0703-553.30-18	25.80	Sign
			Total for check: 43686		**25.80**	
FOX VALLEY HUMANE ASSOCIATION	43687	9/12/2013		100-0806-532.25-01	1,547.91	June Animal Bite and July Transport Fees
			Total for check: 43687		**1,547.91**	
GALLS LLC	43688	9/12/2013	000901560	100-0803-521.30-15	118.00	Pants
			Total for check: 43688		**118.00**	
GANNETT WISCONSIN MEDIA	43689	9/12/2013	0007437391	100-0702-552.29-03	308.00	August Publications
				100-0405-513.29-02	398.93	August Publications
				100-0203-512.29-02	45.74	August Publications
			Total for check: 43689		**752.67**	

AP Check Register
Check Date: 9/12/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
GAT SUPPLY INC	43690	9/12/2013	00020516	100-1003-541.30-15	153.47	DIA Blade
			Total for check: 43690		**153.47**	
L F GEORGE INC	43691	9/12/2013	IC39465	731-1022-541.38-03	555.34	Knife & Anvil
			Total for check: 43691		**555.34**	
GOSS AUTO BODY INC	43692	9/12/2013	61388	100-0801-521.29-05	60.00	Flat Bed/Ramp Grove Street
			Total for check: 43692		**60.00**	
GREEN BAY HIGHWAY PRODUCTS LLC	43693	9/12/2013	23310	625-1010-541.30-18	514.71	Inlet Protection Fabric
			Total for check: 43693		**514.71**	
GRIESBACH READY-MIX LLC	43694	9/12/2013	22106	625-1003-541.30-18	642.00	Concrete
			Total for check: 43694		**642.00**	
GUSTMAN CHEVROLET SALES INC	43695	9/12/2013	28754	731-1022-541.38-03	27.66	Valve
			Total for check: 43695		**27.66**	
HUB INTERNATIONAL	43696	9/12/2013		733-0000-201.03-00	169.32	Liability Insurance for Twisted Pistons Event
			Total for check: 43696		**169.32**	
INTERNATIONAL INSTITUTE OF	43697	9/12/2013		100-0203-512.32-01	145.00	Annual Membership
			Total for check: 43697		**145.00**	
JX ENTERPRISES INC	43698	9/12/2013	G-231970029	731-1022-541.38-03	4.55	Knob - WIper/Washer
			Total for check: 43698		**4.55**	
KITZ & PFEIL INC	43701	9/12/2013	072203-0001	100-0703-553.30-18	79.90	Orange Line
		9/12/2013	072214-0037	100-0703-553.24-03	12.40	Dropcloth/LeakSeal Spray

AP Check Register
Check Date: 9/12/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
KITZ & PFEIL INC...	43701...	9/12/2013	072314-0019	100-0703-553.30-18	10.54	Misc Hardware
		9/12/2013	072314-0112	100-0703-553.24-03	5.39	Toilet Flapper
		9/12/2013	072314-0145	100-0703-553.24-03	14.39	Discharge Tube
		9/12/2013	072914-0006	100-0903-531.30-13	20.99	Switch & Pro Battery
				100-0801-521.24-03	5.84	Switch & Pro Battery
		9/12/2013	072914-0059	731-1022-541.38-03	21.59	Hose Barb/Misc Hardware
		9/12/2013	072914-0082	100-0703-553.30-18	29.69	Telescop Bypass Loper
		9/12/2013	073014-0021	100-0703-553.30-18	22.71	Drill Bits
		9/12/2013	073014-0037	100-1012-541.30-18	10.80	Misc Hardware
		9/12/2013	073014-0100	625-1010-541.30-18	11.97	Concrete/Hickory Hollow
		9/12/2013	073014-0107	731-1022-541.38-03	7.72	Narrow Hinges
		9/12/2013	080214-0028	100-0703-553.24-03	10.21	Supplies for Sink RemovalMemorial Bldg
		9/12/2013	080509-0019	100-0703-553.30-18	38.68	Thread Repair Kit/Drilbit
		9/12/2013	080603-0018	731-1022-541.38-03	14.06	Air Filter & Cleaner
		9/12/2013	080614-0102	100-0703-553.24-03	30.12	Roof Nails/Drillbits
		9/12/2013	080614-0155	731-1022-541.24-03	7.45	Connectors
		9/12/2013	080714-0034	625-1010-541.30-18	4.76	Rod
		9/12/2013	080714-0075	100-0703-553.24-03	4.31	Misc Hardware
		9/12/2013	080714-0125	625-1010-541.30-18	18.89	Carr Bolt
		9/12/2013	080814-0135	207-0707-552.24-03	20.68	Batteries & Coupling
		9/12/2013	080814-0140	100-0702-552.30-18	13.74	Program Supplies
		9/12/2013	080909-0017	100-0703-553.30-18	14.40	Misc Hardware
		9/12/2013	080914-0103	100-0702-552.30-18	11.05	Grunski Supplies
		9/12/2013	080914-0161	100-0702-552.30-18	24.92	Grunski Supplies
		9/12/2013	081214-0133	100-0704-552.30-13	8.62	Cleaning Supplies
		9/12/2013	081214-0169	731-1022-541.30-18	5.38	Enamel
		9/12/2013	081303-0006	731-1022-541.30-18	24.95	Scraper Blade
				731-1022-541.38-03	21.65	Thrust Washer/Rider Plate
		9/12/2013	081314-0014	100-0703-553.30-18	27.38	Misc Hardware
		9/12/2013	081314-0180	731-1022-541.30-18	4.50	Misc Hardware
		9/12/2013	081314-0186	100-0801-521.29-05	5.39	Elec Tape & Butane Fuel
		9/12/2013	081414-0029	100-0703-553.30-18	8.49	Sun/Shade Mix
				100-0703-553.30-18	24.67	Sun/Shade Mix/Misc Hardw
		9/12/2013	081514-0129	100-0703-553.24-03	6.99	Anti-Siph Ballcock
		9/12/2013	081514-0130	100-0703-553.30-18	20.09	Fence Post

AP Check Register
Check Date: 9/12/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
KITZ & PFEIL INC...	43701...	9/12/2013	081909-0009	100-0703-553.30-13	7.19	Flr Squeegee
		9/12/2013	081914-0055	100-0703-553.30-18	4.56	Misc Hardware
		9/12/2013	081914-0107	100-0703-553.30-18	8.49	Sun/Shade Mix
		9/12/2013	081914-0168	100-0704-552.30-13	8.07	Office Supplies/Pool
		9/12/2013	082014-0033	100-0703-553.30-18	22.92	Drill & Ox Bits
		9/12/2013	082014-0061	100-0704-552.24-03	5.42	Misc Hardware
		9/12/2013	082014-0062	100-0703-553.24-03	1.97	Wind Thumb Lock
			Total for check: 43701		**683.93**	
KWIK TRIP INC	43702	9/12/2013	00244691	100-0801-521.29-05	15.46	Fuel
			Total for check: 43702		**15.46**	
LANDLORD SERVICES LLC	43703	9/12/2013	17619	100-0202-512.32-01	17.00	Credit Report
			Total for check: 43703		**17.00**	
LEVENHAGEN CORPORATION	43704	9/12/2013	050473A	100-0000-131.00-00	21,242.69	Fuel
		9/12/2013	83066	207-0707-552.38-01	1,623.32	Fuel
		9/12/2013	83068	207-0707-552.38-01	4,662.64	Fuel
		9/12/2013	83070	207-0707-552.38-01	3,991.19	Fuel
			Total for check: 43704		**31,519.84**	
MANAWA TELEPHONE CO	43705	9/12/2013	IC39465	743-0403-513.22-01	30.57	Cabin Internet
			Total for check: 43705		**30.57**	
MARQUETTE UNIVERSITY DENTAL ALUMNI	43706	9/12/2013		100-0916-531.30-18	92.00	Toothbrush Campaign
			Total for check: 43706		**92.00**	
MATTHEWS TIRE & SERVICE CENTER	43707	9/12/2013	48378	731-1022-541.38-02	641.36	Tires
		9/12/2013	48423	731-1022-541.38-02	415.70	Tires

AP Check Register
Check Date: 9/12/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description	
MATTHEWS TIRE & SERVICE CENTER...	43707...	9/12/2013	48466	731-1022-541.38-02	64.09	Valve Stem/Hardware	
			Total for check: 43707		**1,121.15**		
MENASHA MUNICIPAL COURT, TOWN OF	43708	9/12/2013		100-0000-201.03-00	262.80	Bond/MEPD 13-2990	
			Total for check: 43708		**262.80**		
MENASHA NEENAH MUNICIPAL COURT	43709	9/12/2013		100-0000-201.03-00	133.80	Bond/MEPD 13-2871	
			Total for check: 43709		**133.80**		
MENASHA UTILITIES	43710	9/12/2013	004150	625-0401-513.25-01	1,845.88	July Storm Water Charge	
		9/12/2013	004151	601-0401-513.25-02	14,834.34	July Sewer Charge	
		9/12/2013	4149	100-1012-541.30-18	425.01	Replacement Bulbs	Street Lights
		9/12/2013	BILLING #2	100-1008-541.22-03	179.34	Electric	
				100-0703-553.22-03	627.64	Electric	
				100-0703-553.22-05	408.44	Water/Sewer	
				100-0703-553.22-06	132.51	Storm	
				100-0903-531.22-03	189.78	Electric	
				100-0903-531.22-05	56.42	Water/Sewer	
				100-0000-123.00-00	8.05	Electric	
				100-0305-562.22-06	7.50	Storm	
				601-1020-543.22-03	67.40	Electric	
			Total for check: 43710		**18,782.31**		
TOWN OF MENASHA UTILITY DISTRICT	43711	9/12/2013		100-0703-553.22-05	9.60	Unassigned Address	
				100-0703-553.22-05	76.80	1200 Geneva	
				100-0703-553.22-05	946.99	1000 Geneva Rd/Koslo	
			Total for check: 43711		**1,033.39**		
N&M AUTO SUPPLY	43712	9/12/2013	454321	731-1022-541.38-03	63.02	Brake Pads	
				731-1022-541.30-18	19.99	Laquer Thinner	
		9/12/2013	454329	731-1022-541.38-03	68.38	Brake Rotor	

AP Check Register
Check Date: 9/12/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
N&M AUTO SUPPLY...	43712...	9/12/2013	454506	731-1022-541.30-18	11.12	Adhesive Cleaner
		9/12/2013	454510	731-1022-541.30-18	12.72	Acrylic Attachment Tape
		9/12/2013	454738	731-1022-541.38-03	9.32	Oil Filter
		9/12/2013	454772	731-1022-541.38-03	19.20	Oil Filter
		9/12/2013	454903	731-1022-541.38-03	(9.32)	Oil Filter/CREDIT
		9/12/2013	455662	731-1022-541.38-03	(27.50)	Core Deposit/CREDIT
			Total for check: 43712		**166.93**	
NEENAH FOUNDRY	43713	9/12/2013	81795	625-1010-541.30-18	466.00	Frame & Lid
			Total for check: 43713		**466.00**	
OFFICE DEPOT	43714	9/12/2013	3789245	100-0903-531.30-18	13.00	
			Total for check: 43714		**13.00**	
OSHKOSH FIRE & POLICE EQUIPMENT INC	43715	9/12/2013	152831	100-0801-521.29-05	609.00	Prisoner Transp Partition
			Total for check: 43715		**609.00**	
PACKER CITY INTERNATIONAL	43716	9/12/2013	3-232320049	731-1022-541.38-03	5.12	Lubefilt
		9/12/2013	3-232330031	731-1022-541.30-18	46.50	Def 2.5 Gallons
			Total for check: 43716		**51.62**	
DIGICORPORATION	43717	9/12/2013		100-0904-531.30-11	8.70	Postage
				100-0801-521.30-11	9.61	Postage
			Total for check: 43717		**18.31**	
PSS WORLD MEDICAL INC	43718	9/12/2013	87559504	100-0903-531.30-18	80.24	Medical Supplies
		9/12/2013	87623449	100-0903-531.30-18	9.87	Sharps Coll
			Total for check: 43718		**90.11**	
SERVICEMASTER BUILDING MAINTENANCE	43719	9/12/2013	9705	100-0801-521.20-01	50.00	Police Garage

AP Check Register
Check Date: 9/12/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
SERVICEMASTER BUILDING MAINTENANCE...	43719...	9/12/2013	9708	100-0801-521.20-01	1,395.00	Police Dept
		9/12/2013	9712	100-0903-531.20-01	490.00	Contract Janitorial
		9/12/2013	9713	100-0704-552.20-01	162.00	Municipal Pool
		9/12/2013	9733	100-1001-514.20-01	1,095.00	Contract Janitorial
		9/12/2013	9734	731-1022-541.20-01	494.00	Contract Janitorial
			Total for check: 43719		**3,686.00**	
J A SEXAUER	43720	9/12/2013	294314752	100-0703-553.24-03	200.97	Strike Body Stainless
		9/12/2013	294410295	100-0703-553.30-15	421.33	Cores
			Total for check: 43720		**622.30**	
SHERWIN WILLIAMS CO	43721	9/12/2013	6646-3	100-0703-553.24-03	190.95	Paint
			Total for check: 43721		**190.95**	
SHOPKO	43722	9/12/2013	90000014390018	100-0704-552.30-10	22.47	Pool Supplies
				743-0403-513.30-15	39.99	N150 Wireless
				100-0704-552.30-17	29.95	Concessions
			Total for check: 43722		**92.41**	
SMT MANUFACTURING & SUPPLY	43723	9/12/2013	0024078-IN	731-1022-541.38-03	34.85	V-Belt
			Total for check: 43723		**34.85**	
SPORTS GRAPHICS	43724	9/12/2013	0813-075	100-0803-521.30-18	70.00	Shirts for CSO's
			Total for check: 43724		**70.00**	
SUPERIOR CHEMICAL CORP	43725	9/12/2013	36089	100-0000-132.00-00	440.26	Cleaning Supplies
			Total for check: 43725		**440.26**	

AP Check Register
Check Date: 9/12/2013

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
UNIFIRST CORPORATION	43726	9/12/2013	097 0145180	731-1022-541.20-01	244.65	Coveralls/Shirts/Mops
			Total for check: 43726		**244.65**	
WAVERLY SANITARY DISTRICT	43727	9/12/2013		100-0703-553.22-05	59.56	Sewer/Water 2170 Plank Rd
			Total for check: 43727		**59.56**	
WE ENERGIES	43728	9/12/2013		100-0701-533.22-03	8.96	North St, Neenah
				100-1008-541.22-04	10.09	455 Baldwin/PWF
			Total for check: 43728		**19.05**	
WIL-KIL PEST CONTROL	43729	9/12/2013	2307704	731-1022-541.20-07	66.50	PWF Contract
			Total for check: 43729		**66.50**	
WINAGAMIE GOLF FOUNDATION	43730	9/12/2013	214722	100-0702-552.20-05	330.00	Golf Lessons
			Total for check: 43730		**330.00**	
WINNEBAGO COUNTY TREASURER	43731	9/12/2013	2-583 TAXES	100-0000-201.03-00	126.39	Property Tax 2-583
			Total for check: 43731		**126.39**	
WISCONSIN DEPT OF ADMINISTRATION	43732	9/12/2013		100-0301-523.30-18	753.00	Permit Seals
			Total for check: 43732		**753.00**	
WISCONSIN DEPT OF HEALTH SERVICES	43733	9/12/2013		100-0000-421.04-00	1,962.00	State Fees
				100-0000-421.11-00	13.50	State Fees
			Total for check: 43733		**1,975.50**	
					77,171.48	

To: Menasha Common Council

From: Jenny Groeschel and Ginger Tralongo, Police Records

RE: Beverage Operator License (Bartender) Applicants

Date: **September 11, 2013**

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

Gregory T. Ziegert
Elyse M. Tallier
Judy E. Ketchum
Samuel S. Burton
Melinda S. Boelter
Karen M. Rozewicz

Cc: Chief Styka

430 First Street ● Menasha, Wisconsin 54952-3143 ● Phone (920) 967-3500 ● Fax (920) 967-5145
www.menashapolice.org

September 11, 2013

TO: Common Council

FROM: Debbie Galeazzi, Clerk

SUBJECT: "Class B" License for Wiseguys Pizzeria LLC

Attached is the application from Wiseguys Pizzeria LLC for a "Class B" liquor license. Currently Wiseguys Pizzeria LLC holds a Reserve "Class B" liquor license and they are applying for a regular "Class B" liquor license that we have available. Wiseguys was the first on the list to receive a regular "Class B" license when one became available. The only requirement to switch from a reserve to a regular is Council approval.

140 Main Street • Menasha, Wisconsin 54952-3151 • (920) 967-3603 • Fax (920) 967-5273
www.cityofmenasha-wi.gov

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

Applicant's Wisconsin Seller's Permit Number: 456-1026605545-04	
Federal Employer Identification Number (FEIN):	
LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☑ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☑ Class B liquor	$
☐ Reserve Class B liquor	$
Publication fee	$
TOTAL FEE	$

For the license period beginning Sept. 17 20 13 ;
ending JUNE 30 20 14

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☑ City of } MENASHA

County of WINNEBAGO Aldermanic Dist. No. _____ (if required by ordinance)

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☑ LIMITED LIABILITY COMPANY ☐ CORPORATION/NONPROFIT ORGANIZATION
   hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ WISEGUYS PIZZERIA LLC

   An **"Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.** List the name, title, and place of residence of each person.

	Title	Name	Home Address	Post Office & Zip Code
President/Member	MEMBER	BRENDA JEAN JORGENSEN	1019 BRIGHTON DRIVE	MENASHA 54952
Vice President/Member				
Secretary/Member				
Treasurer/Member				
Agent ▶	BRENDA JEAN JORGENSEN	1019 BRIGHTON DRIVE	MENASHA 54952	
Directors/Managers				

3. Trade Name ▶ WISEGUYS PIZZERIA & PUB Business Phone Number 920-830-8336
4. Address of Premises ▶ 1440 S. ONEIDA ST, SUITE J Post Office & Zip Code ▶ APPLETON 54915
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☑ Yes ☐ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☑ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☑ No
8. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 2008 of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☑ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☑ No
   (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Bar & Restuarant area & back storage area
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☑ Yes ☐ No
    (b) If yes, under what name was license issued? BRENDA JORGENSON / WISEGUYS PIZZERIA, LLC.
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☑ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☑ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME
this 11th day of Sept, 20 13

Deborah A. Galeazzi
(Clerk/Notary Public)

My commission expires _____

Brenda Jorgenson
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name *(please print)* *(last name)*	*(first name)*	*(middle name)*
JORGENSEN	BRENDA	JEAN

Home Address *(street/route)*	Post Office	City	State	Zip Code
1019 BRIGHTON DRIVE		MENASHA	WI	54952

Home Phone Number	Age	Date of Birth	Place of Birth

The *above named individual* provides the following information as a person who is *(check one)*:

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☑ MEMBER & AGENT *(Officer/Director/Member/Manager/Agent)* of WISEGUYS PIZZERIA, LLC *(Name of Corporation, Limited Liability Company or Nonprofit Organization)*

which is making application for an alcohol beverage license.

The *above named individual* provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 19 YERS
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ..... ☐ Yes ☑ No
   If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. *(If more room is needed, continue on reverse side of this form.)*
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ..... ☐ Yes ☑ No
   If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ..... ☐ Yes ☑ No
   If yes, identify. *(Name, Location and Type of License/Permit)*
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ..... ☐ Yes ☑ No
   If yes, identify. *(Name of Wholesale Licensee or Permittee)* *(Address By City and County)*
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
WISEGUYS PIZZERIA + PUB	1440 S. ONEIDA ST. STE. J APPLETON, WI 54915	2008	PRESENT
Employer's Name	Employer's Address	Employed From	To

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 11th day of Sept, 2013

Deborah A. Galeazzi
(Clerk/Notary Public)

My commission expires

Brenda Jorgensen
(Signature of Named Individual)

Printed on Recycled Paper

AT-103 (R. 6-11)

Wisconsin Department of Revenue

TOWER AND GROUND SPACE LEASE AGREEMENT

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

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

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

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

WHEREAS, Tenant and Landlord acknowledge that Landlord is under existing contracts with two third party tenants that have certain rights with respect to their use of the Tower and Site for their telecommunications operations which rights are superior to Tenant's under this Agreement.

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

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

(a) Occupy Tower Space at a RAD height of 160 feet as shown in Exhibit C;

(b) Occupy up to five -hundred twenty (500) square feet of Ground Space adjacent to the Tower, as shown in attached Exhibit C.

(c) Extend and connect lines for signal carriage and amplifier power between Tenant's antennas upon the Tower and Tenant's Equipment upon the ground;

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

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

2. Improvements and Purpose.

(a) Use. Tenant shall be permitted to use the Leased Space on the Site and the Tower to install, operate, and maintain thereon Tenant's common carrier radio base station equipment, including system networking, station control and performance monitoring functions, and for no other use or purpose. Tenant's installation of Tenant's Equipment on the Leased Space shall be limited to the antennas and other equipment as set forth herein and listed on Exhibit B. Tenant shall be permitted to operate and utilize any and frequencies allowed for by the Federal Communications Commission ("FCC") that does not interfere with Landlord's operations and/or Landlord's two other third-party Tenants. Tenant's Equipment shall at all times comply with and conform to all laws and regulations applicable thereto.

(b) Plans and Specifications. Tenant, at the Tenant's expense and prior to commencing the initial installation of Tenant's Equipment, shall submit to Landlord 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. Tenant shall not install any equipment or commence such work on the Leased Space until Landlord approves Tenant's site plans and specifications, , such approval not to be unreasonably withheld, conditioned, delayed or denied. If Landlord does not approve Tenant's site plans and specifications, it must notify Tenant within 10 business days of receipt of its objections. Tenant shall have the option to modify the site plans and specifications in accordance with Landlord's objections or terminate this Agreement.

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

3. Duration. The initial term of this Agreement shall be five (5) years, commencing on the 1st of the month after the start of construction or July 1, 2013 and expiring on the last day of the month in which the 5th annual anniversary of the Commencement Date occurred. Thereafter, provided that it has faithfully performed its obligations under this Agreement, Tenant shall have the option to extend its occupation of the Leased Space, continuing all the same conditions and provisions hereof, for four (4) additional terms of five (5) years each. This Agreement shall automatically renew unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Agreement, at least one hundred eighty (180) days prior to the expiration of the initial term, or as applicable, any additional term.

4. Base Rent. Tenant shall pay to Landlord as a Base Rent pursuant to this Agreement in the basic amount of 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 the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed under the law until paid. Annually, on the first anniversary of the Commencement Date,

and every year thereafter for the duration of this Agreement, the amount of the monthly rent which Tenant shall pay to Landlord shall be increased by an amount equal to three percent (3%) of the Base Rent in effect during the previous year. Until further notice, checks should be made payable to: City of Menasha, and mailed to 140 Main Street, Menasha, WI 54952, Attention: Finance. Landlord's FEIN is 39-6005525.

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

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

7. Taxes. Tenant shall be responsible for payment of all personal property and any other taxes assessed directly upon and arising from Tenant's Equipment or the Tenant's use of Tenant's Equipment on or about the Leased Space.

8. Maintenance and Repairs.

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

(b) Tenant's Equipment. Tenant, at Tenant's expense, shall maintain, repair and replace Tenant's Equipment during the term or any renewal terms of this Agreement, provided that any alterations, modifications, repairs or replacements to Tenant's Equipment do not

increase the number of initial antennas and ancillary equipment on the tower as described in Exhibit Bon or within the Tower Space, or increase the aggregate size or weight thereof, or materially alter the location thereof without prior written approval from Landlord, . In order to protect the integrity of the Tower, Tenant agrees that any maintenance, repair and/or replacement performed on the Tenant's Equipment on the Tower or Site shall be done in a workmanlike manner and all work shall be performed in a manner consistent with Landlord's high quality construction standards. Further, any maintenance, repair or replacement work performed on the Tenant's Equipment shall not interrupt or interfere with the operation of Landlord's communications system or Landlord's Equipment, and/or Landlord's Existing Tenants' communications system and equipment, specifically the Ground Site Lease Agreement between City of Menasha and TeleCorp Realty dated February 27, 2001 ("Landlord's Existing Tenant") and the Tower and Ground Space Lease Agreement between City of Menasha and Airadigm dated [Insert date], unless Landlord and Landlord's Existing Tenants agree to such interruption or interference in writing. Tenant shall perform routine maintenance of Tenant's Equipment during normal business hours (Monday – Friday, 7-3:00 p.m.). Tenant shall provide Landlord with at least forty-eight (48) hours notice prior to any scheduled maintenance, repair or replacement that requires access to the Tower unless an emergency exists, in which case notice shall be provided to Landlord at least twenty-four (24) hours after access to the Tower or Site has occurred. Landlord shall have the right to have a representative present during any maintenance, repair or replacement on the Tenant's Equipment that requires access to the Tower or the Site.

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

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

communications signal or system. In the event any subsequent third party causes measurable interference with or the improper operation of the Tower, Tenant's related equipment or communications system, Landlord, upon notification of such interference, agrees to promptly remedy such interference to Tenant's sole satisfaction.

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

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

13. Compliance with FCC Radio Frequency Emissions Requirements.

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

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

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

(d) Tenant agrees that in the event there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Site in non-

compliance, Tenant will cooperate with Landlord and other users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance.

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

14. Mutual Indemnification. Landlord and Tenant shall each indemnify and hold harmless the other against and from any and all claims, demands, liability, loss, cost or expense, including reasonable attorney fees, resulting from their own respective negligent acts and omissions or the negligent acts and omissions of their respective employees in the course of their employment or the negligent acts and omissions of their respective contractors and invitees. Landlord retains all rights and limits of liability afforded to it under Wisconsin Statutes, including chapters 893 and 895.

15. Insurance. Tenant shall have adequate insurance at all times at Tenant's expense which coverages shall include but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of $3,000,000 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 $2,000,000; and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of $1,000,000. Tenant shall have an umbrella form excess liability insurance policy with a limit of $10,000,000.00 per occurrence and aggregate. 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. [P1]

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[P2] insurance policy coverage as required by law orwithout ensuring that such person is adequately insured and using appropriate preventive fall protection.

16. Opportunity to Cure Defaults. Except in the case of measurable interference under paragraph 10 of this Agreement, if Tenant fails to comply with any provision of this Agreement which Landlord claims to be a default hereof, Landlord shall serve written notice upon Tenant specifying the default, whereupon a grace period of fifteen (15) business days shall commence to run during which Tenant shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional fifteen (15) business days, provided Tenant makes a good faith showing that efforts toward a cure are continuing.

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

18. Multiple Users. Except as provided for specifically in Section 17 above, and with respect to third party roaming and mobile virtual network operator ("MVNO") agreements, Tenant shall not sublet or otherwise subdivide the Leased Space or any portion thereof, or permit the Leased Space to be occupied by multiple simultaneous users claiming through or under Tenant without the prior written consent of Landlord.

19. Removal of Tenant's Property. Tenant's Equipment is agreed to be Tenant's personal property, and Tenant shall at all times be authorized to create security interests in said property specifically itemized, and to remove said property from the Leased Space free from any lien of Landlord. Upon the expiration or earlier termination of this Agreement, Tenant: (i) shall remove Tenant's Equipment in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements, (ii) shall repair any damage caused to the Tower and the Site caused by such removal, (iii) shall not interrupt or interfere with the operation of Landlord's communications system or Landlord's Equipment in removing Tenant's Equipment, and (iv) shall surrender the Tower and the Site in good condition, ordinary wear and tear excepted. In the event Tenant fails to remove any of Tenant's Equipment from the Tower or the Site within sixty (60) days of the expiration or earlier termination of this Agreement, Tenant shall be deemed to have abandoned Tenant's Equipment and Landlord shall be free, upon written notice to Tenant, to remove and dispose of Tenant's Equipment in any manner determined by Landlord, in Landlord's sole and absolute discretion, and without any liability to Tenant therefor. If Tenant is deemed to have abandoned Tenant's Equipment to Landlord, pursuant to the preceding sentence, Tenant shall reimburse Landlord within thirty (30) days of Tenant's receipt of an invoice from Landlord, for all costs incurred by Landlord in removing and disposing of Tenant's Equipment, such obligation to reimburse Landlord to survive the termination of this Agreement. Notwithstanding the foregoing, Tenant shall not have the right to, and may not, remove any structural enhancements to the Tower, such structural enhancements becoming the property of Landlord upon the expiration or earlier termination of this Agreement. Tenant shall maintain a surety bond in the amount of $20,000 (Twenty-Thousand Dollars) in favor of Landlord to insure the Tenant's faithful performance of its obligation and cover the cost of removal of the Tenant's Equipment in compliance with the terms of this paragraph.

20. Default.

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

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

(ii) Other Default. The failure by a party to observe or perform any of the provisions of this Agreement to be observed or performed by such party, where such failure shall continue for a period of fifteen (15) days after written notice thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

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

21. Termination. Tenant shall have the right to terminate this Agreement as follows:

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

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

22. Destruction. If the Tower is totally or substantially destroyed, Landlord, in Landlord's sole and absolute discretion, may terminate this Agreement or may rebuild the Tower at Landlord's expense. If Landlord elects to terminate this Agreement, all rights and obligations of Landlord and Tenant arising after the termination date shall terminate. If Landlord elects to rebuild the Tower, Tenant shall not be required to pay rent while the Tower is being rebuilt unless Landlord provides Tenant with alternative space that Tenant is able to use to operate the Tenant's Equipment and provide a similar level of service to its customers as it did prior to the destruction of the Tower.

23. Condemnation.

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

(b) Temporary or Partial Condemnation or Damage. In the event the Leased Space is temporarily damaged, taken, or condemned in its entirety or in the event a portion of the Leased Space is temporarily or permanently damaged, taken, or condemned whereby the Leased Space is not able to be utilized by Tenant as it was on the effective date for a period of three (3) months or more, then 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 agrees that Tenant shall have quiet enjoyment of the Leased Space throughout the duration of the Agreement, as the same may be renewed and extended, and that Landlord will not intentionally disturb Tenant's occupation thereof as long as Tenant is not in default under this Agreement.

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

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

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

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

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

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

31. Environmental.

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

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

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

(d) Effect of Mutual Indemnification: The indemnifications contained in this Section specifically include costs incurred in connection with any investigation of site conditions by either party or third parties or any cleanup remedial, removal or restoration work required by any governmental authority. Notwithstanding any other provisions in this Agreement, the provisions of this Section will survive the expiration or termination of this Agreement and either party shall have the right to summarily terminate this Agreement, without giving notice required under this Agreement, in the event of default of the other under this Section. Landlord retains all rights and limits of liability afforded to it under Wisconsin Statutes, including chapters 893 and

895.

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

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

LANDLORD: City of Menasha
Attention: Public Works Director
140 Main Street
Menasha, WI 54952-3151

TENANT:

Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

Mandatory copy to: Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
Attn.: Real Estate Attorney
6391 Sprint Parkway,
Overland Park, Kansas 66251-2020

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

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

END OF AGREEMENT - SIGNATURE PAGE TO FOLLOW

Signature Page

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

LANDLORD

City of Menasha

By:_____

Printed:_____

Title:_____

TENANT

Sprint Spectrum L.P.

By:_____

Printed: Robert J. Galle

Title: CEO

ACKNOWLEDGEMENTS

STATE OF _____)
)
COUNTY OF _____)

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

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

_____

Notary Public

STATE OF WISCONSIN)
)
COUNTY OF OUTAGAMIE)

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

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

_____

Notary Public

Exhibit A[P3]
Legal Description

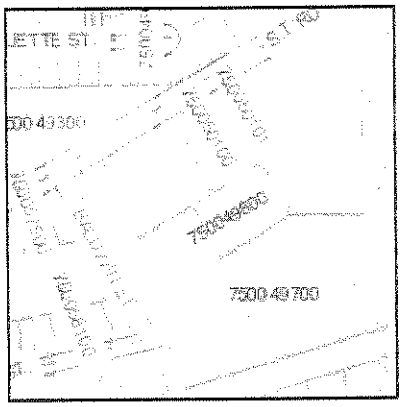
DESCRIPTION	ATTRIBUTE
Parcel Id.	750049700
Document No.	n/a
Linked To TaxRoll On:	02-05-13
Tax Owner(s)	CITY OF MENASHA
Tax Address	140 MAIN ST MENASHA WI 54952
Property Address	455 BALDWIN ST
Land Value*	0
Improvement Value*	0
Total Assessed Value*	0
Section-Town-Range	n/a
Brief Property Description*	PART OF SE-NE SEC 14 T20N R17E & PART OF GOVT LOT 1 OF SAID SEC & PART OF GOVT LOT 4 SEC 1 3 T20 17E AS DESC V1172 P136 E XCL PART DESC V1173 P572 & V11 76 P255 & DOC #460594 R.O.D.
Treasurer/Tax History	View History...
Deed Acreage	10.201
School District	MENASHA SCHOOL DIST (3430)

Parcel Map

Tip!

Profile Results:

Use the scroll bar ---> on the right side of this page to scroll down and view the rest of the Parcel Profile Information Report.



* Assessed values for: 2013

* Brief Property Description is provided for reference purposes only and should NOT be taken as the full legal description nor used to convey property!

Exhibit B
Tenant's Equipment

Tower Equipment mounted at a centerline height of 160':

6 Panel Antennas

3 each - hybrid cables

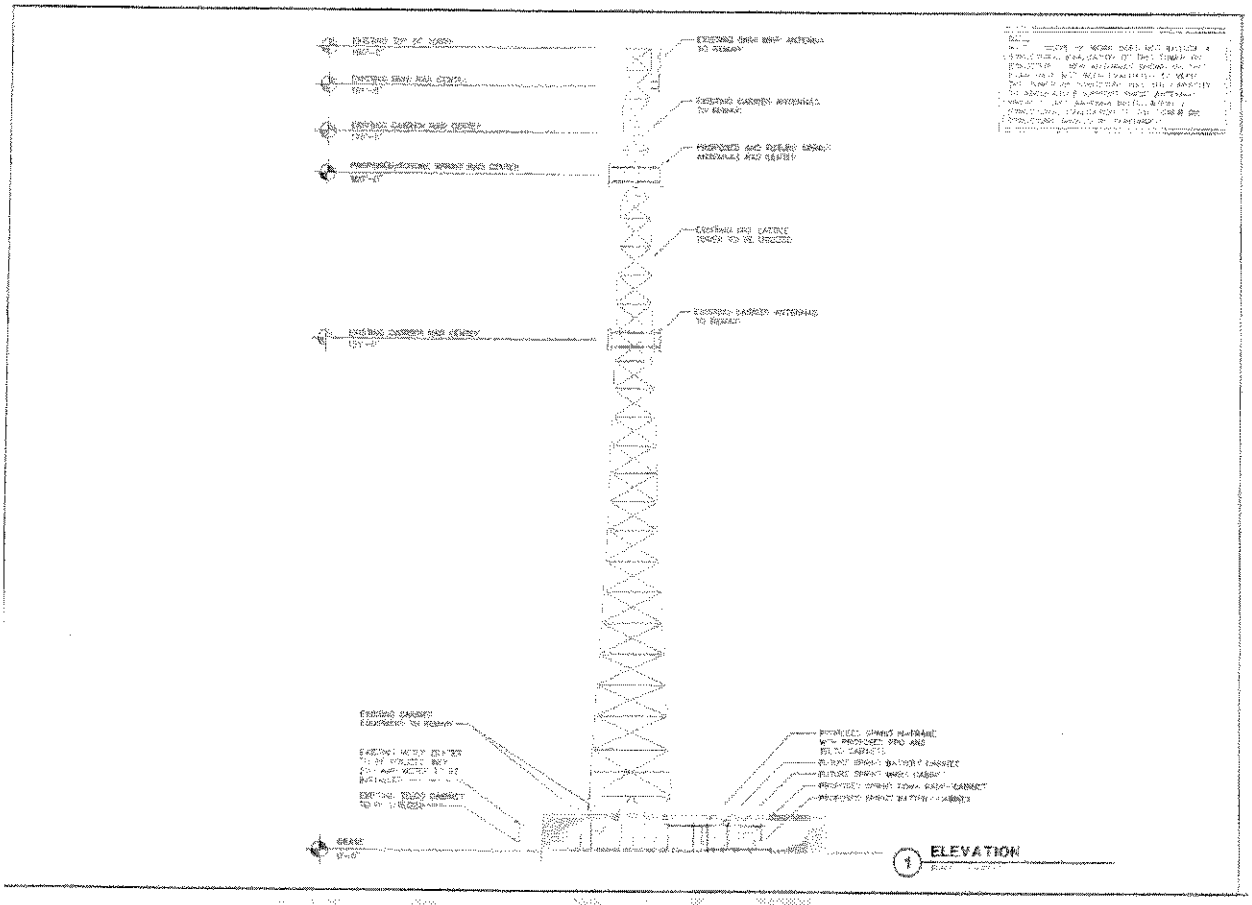
6 each - lines of 1-5/8" coax

Ground Equipment:

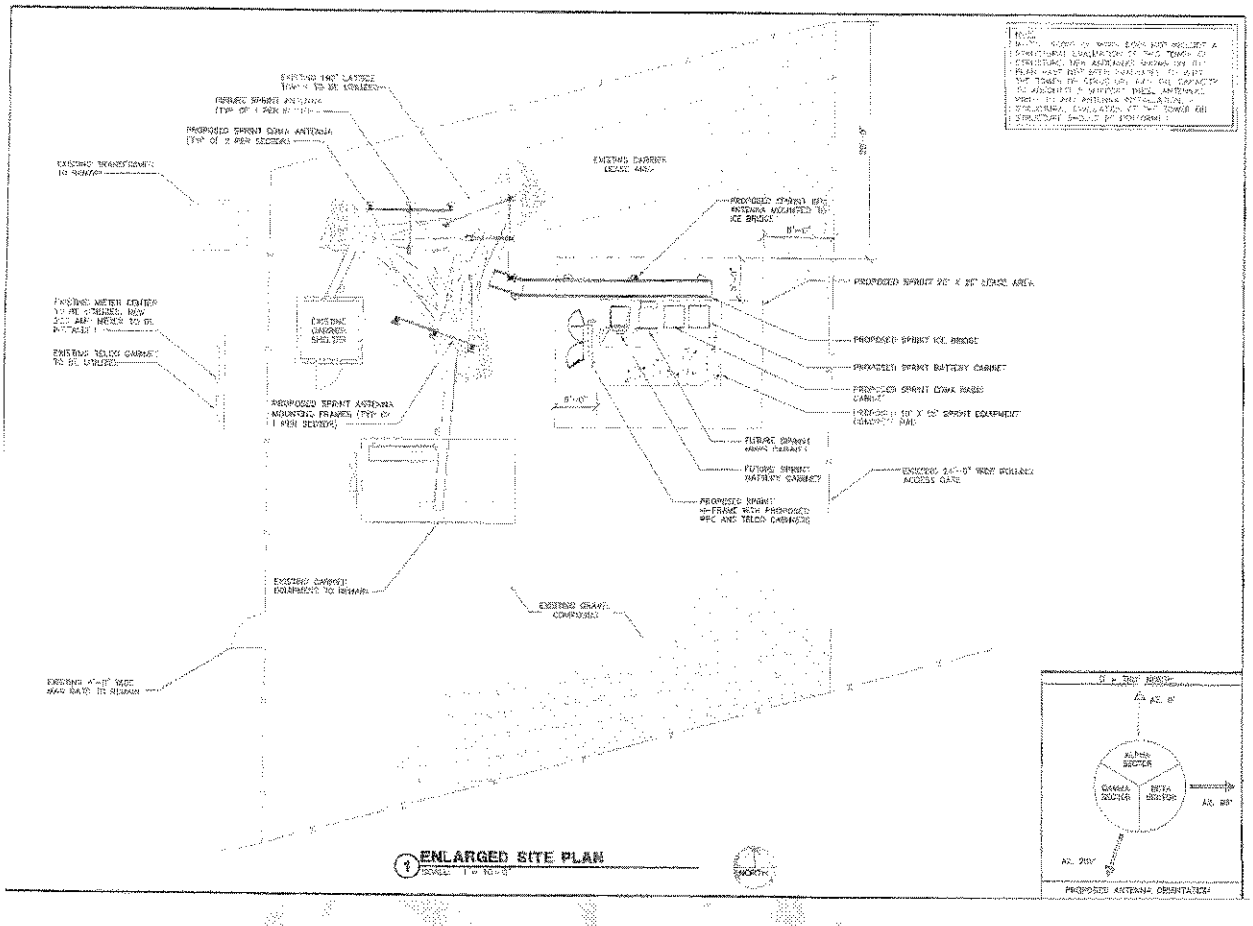
10' x 15' Concrete Pad with base station units within a 20' x 25' lease area.

Exhibit C
Leased Space

Tower Space



Ground Space


EXISTING 190' LATTICE
PROPOSED SPRINT ODMA ANTENNA
EXISTING TRANSFORMER
EXISTING CARRIER
PROPOSED SPRINT 20' X 20' LEASE AREA
PROPOSED SPRINT ICE BRIDGE
PROPOSED SPRINT BATTERY CABINET
PROPOSED SPRINT ODMA BASE
EXISTING METER CENTER
EXISTING TELCO CABINET
EXISTING CONCRETE SHELTER
PROPOSED SPRINT ANTENNA MOUNTING FRAMES
FUTURE SPRINT
FUTURE SPRINT BATTERY CABINET
EXISTING 24'-0" WIDE POWER ACCESS GATE
PROPOSED SPRINT H-FRAME WITH PROPOSED RFC AND TELCO CABINETS
EXISTING CARRIER EQUIPMENT TO REMAIN
EXISTING GRAVEL COMPOUND
EXISTING 4'-0" WIDE WALK GATE TO REMAIN
ENLARGED SITE PLAN
NORTH
ALPHA SECTOR
GAMMA SECTOR
BETA SECTOR
AZ. 0°
AZ. 90°
AZ. 210°
PROPOSED ANTENNA ORIENTATION

ORDINANCE O - 4 -13

AN ORDINANCE AMENDING SECTION 11-1-1 OF THE CODE OF ORDINANCES
(Unlawful Use of Telephone and Computer)

INTRODUCED BY MAYOR MERKES AND ALDERMAN KEEHAN

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

SECTION 1: Amend Title 11, Chapter 1, SEC.11-1-1 of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

CHAPTER 1

State Statutes Adopted

SEC. 11-1-1 OFFENSES AGAINST STATE LAWS SUBJECT TO FORFEITURE.

The following statutes defining offenses against the peace and good order of the State are adopted by reference to define offenses against the peace and good order of the City provided the penalty for commission of such offenses hereunder shall be limited to a forfeiture imposed under the general penalty provisions of this Code of Ordinances. Any future amendments, revisions or modifications of the Statutes incorporated herein by reference are intended to be made part of this Code.

…

947.012	Unlawful use of telephone
947.0125	Unlawful use of computerized communication systems

…

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

Passed and approved this day of , 2013.

_____
Donald Merkes, Mayor

ATTEST: _____
Deborah A. Galeazzi, City Clerk

RESOLUTION R-13-13

RESOLUTION CONCERNING THE CITY OF MENASHA AND THE MENASHA JOINT SCHOOL DISTRICT TO JOINTLY RAISE AWARENESS OF BULLYING AND RECOGNIZING SEPTEMBER 26, 2013 AS "BULLYING AWARENESS DAY".

Introduced by Alderman Keehan and School Board President Lingnofski

Whereas, the City of Menasha and the Menasha Joint School District have an interest in promoting the social and economic well-being of their citizens, students, and employees; and

Whereas, bullying in the schools, workplace, and community has become an increasingly significant problem in the United States; and

Whereas, bullying can take many forms, including verbal, physical, and most recently in cyberspace, and can happen in many places throughout the community, in the workplace, and both on and off school grounds; and

Whereas, the well-being of Menasha depends upon the existence of healthy and productive students, employees, and citizens learning, working, and living in safe and abuse-free environments; and

Whereas, almost thirty percent of the youth in the United States are estimated to be involved in bullying each year, and between thirty and fifty percent of employees in the United States are subject to workplace bullying sometime in their career; and

Whereas, abusive work environments are costly for employers, with consequences including reduced productivity, absenteeism, turnover, and injuries; and

Whereas, abusive school environments are costly for the community with consequences including negatively impacting a student's connection with school, their engagement with the curriculum, and their overall ability to learn; and

Whereas, research has documented stress-related health consequences for individuals caused by exposure to abusive environments; and

Whereas, it is important for the City of Menasha and the Menasha Joint School District to be aware of bullying and to encourage discussion of the problem as a community, school, and workplace; and

Whereas, the City of Menasha and the Menasha Joint School District are united in their desire to educate and to encourage positive behaviors and to eliminate bullying behaviors; and

Now therefore be it Resolved, that the City of Menasha and the Menasha Joint School District jointly resolve their unified commitment to the education and prevention of bullying within our communities, schools, and workplaces; exploring solutions to the problem, including cyber bullying, and offering support in raising awareness and recognizing September 26, 2013 as

Bullying Awareness Day

in the City of Menasha and throughout the Menasha Joint School District.

Passed and approved this day of , 2013.

CITY OF MENASHA	MENASHA JOINT SCHOOL DISTRICT
_____	_____
Donald Merkes, Mayor	Joseph Lingnofski, School Board President
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Deborah A. Galeazzi, City Clerk	Steve Thompson, School Board Clerk

CITY OF MENASHA
RESOLUTION R-14-13

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENTS AND
LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY

Introduced by Alderman Taylor.

WHEREAS, the Common Council of the City of Menasha, Wisconsin, held a Public Hearing at the Council Chambers in the City Hall at 6:00 p.m. on September 3, 2013, for the purpose of hearing all interested persons regarding the listed improvements in the following area:

A. Improvements
   1. Storm Sewer
   2. Various Associated Items

B. Location of Improvements
   1. North side of Drum Corps Drive from 1678 Drum Corps Drive to 1688 Drum Corps Drive

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Menasha as follows:

1. That the report of the Board of Public Works pertaining to the construction of the described public improvements, including plans and specifications, is, therefore and hereby, reaffirmed.

2. That payment for said improvements be made by assessing the applicable costs to the property benefited as indicated in said report.

3. The schedule of assessments made under the police power, and the amount assessed against each parcel, are true and correct and are hereby confirmed.

4. That the assessment for all projects included on said report is a single assessment.

5. That the assessment against any parcel shall be paid in accordance with Section 3-2-14 of the Menasha Municipal Code.

6. The City Clerk is directed to publish this resolution in the Official Newspaper of the City.

7. The Clerk is further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll and whose post office address is known or can, with diligence, be ascertained.

Passed and approved this day of , 2013.

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Donald Merkes, Mayor

ATTEST: _____
Deborah A. Galeazzi, City Clerk