

**CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, April 3, 2017
Meeting 6:00 PM
AGENDA**

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

D. PUBLIC HEARING

1. [Special Use Permit Application by Smies Architects on behalf of Bethel Lutheran Church for the construction of an addition to the church and reconstruction of parking lot at 829 Appleton Road.](#)

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

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
Minutes to receive:
 - a. [Board of Public Works, 3/20/2017](#)
 - b. [NMFR Joint Fire Commission, 3/22/2017](#)
 - c. [NMFR Joint Finance and Personnel Committee, 3/28/2017](#)
 - d. [Park and Recreation Board, 1/10/2017](#)
 - e. [Plan Commission, 3/21/2017](#)

G. CONSENT AGENDA

(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action on the Consent Agenda. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)

Minutes to approve:

1. [Common Council, 3/20/2017](#)

Board of Public Works, 3/20/2017, Recommends the Approval of:

2. [Recommendation to Award – Contract Unit 2017-01; New Concrete Street Construction Including Asphalt Trail and Concrete Sidewalk; Province Terrace from Province Link to Midway Road; Sommers Construction; \\$293,073.34](#)

Plan Commission, 3/21/17, Recommends the Approval of:

3. [Special Use Permit for 829 Appleton Road](#)

NMFR Joint Finance and Personnel Committee, 3/28/2017 Recommends the Approval of:

4. [Filling the vacated firefighter position as soon as possible](#)

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 3/23/2017—3/30/2017 in the amount of \\$609,484.71](#)
2. [Beverage Operators License Applications for the 2015-2017 licensing period.](#)
3. [“Class B” Liquor License Application for Plank Pub, LLC d/b/a Plank Road Pub, 800 Plank Road, Menasha, Kimberley Ann Halbach, Agent for the 2016-2017 licensing year](#)
4. [Outdoor Serve Permit for Plank Pub, LLC, d/b/a Plank Road Pub, 800 Plank Road, Menasha for the 2016-2017 licensing year](#)
5. [Change of Agent for Knights of Columbus, 746 Third Street, Menasha for the 2016-2017 licensing year](#)
6. [Motion to Remove from the Table—Master Licensing Agreement between the City of Menasha and Wisconsin Technology Networking LLC for the use of public right-of-way](#)

J. HELD OVER BUSINESS

K. ORDINANCES AND RESOLUTIONS

1. [R-04-17 Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 Wisconsin Statutes \(Silver Birch Estates\) \(Introduced by Ald. Krautkramer\)](#)

L. APPOINTMENTS

M. CLAIMS AGAINST THE CITY

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

O. RECESS

P. ACTION ITEMS

1. Adjourn into Closed Session pursuant to Wis Stats. §19.85(1)(g) 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. ([City of Menasha, Wisconsin v. Town of Menasha & Village of Fox Crossing, Wisconsin, Case No. 16CV-983-BR3](#); [City of Menasha, Wisconsin v Village of Harrison, Wisconsin 2016AP702](#); City of Menasha, Wisconsin v. Village of Harrison 16CV120)
2. May reconvene into Open Session to take action on items discussed in Closed Session

Q. ADJOURNMENT

MEETING NOTICE
Tuesday, April 18, 2017
Common Council Meeting – 6:00 p.m.
Committee Meetings to Follow

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

**City of Menasha
Public Hearings**

NOTICE IS HEREBY GIVEN that public hearings will be held by the Menasha Plan Commission and Common Council on an application for a Special Use Permit by Smies Architects on behalf of Bethel Lutheran Church for the construction of an addition to the church and reconstruction of the parking lot. The subject property is zoned R-1 Single Family Residence District, and requires a Special Use permit per Sec. 13-1-25(d)(4) of the City of Menasha Municipal Code. The proposed project is to take place at 829 Appleton Road (Parcel #6-00132-00 and 6-00133-00), City of Menasha, Winnebago County, Wisconsin. The Plan Commission will hold its informal public hearing on Tuesday, March 21, 2017 at 3:30 PM, or shortly thereafter, in the Council Chambers of Menasha City Hall located at 140 Main Street, Menasha, WI 54952. The Common Council will hold its formal public hearing on this matter at 6:00 PM, or shortly thereafter, on Monday, April 3, 2017 at the same location. All persons interested in commenting on the application for this Special Use Permit are invited to attend.

Deborah A. Galeazzi, WCMC
City Clerk

Run: March 16 and 27, 2017

**CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
March 20, 2017
Minutes**

A. CALL TO ORDER

Meeting called to order by Chairman Krautkramer at 6:50 pm

B. ROLL CALL / EXCUSED ABSENCES

Present: Ald. Nichols, Taylor, Krautkramer, Collier, Keehan, & Zelinski

Excused: Ald. Spencer & Benner

Also Present: PC Styka, FC Kloehn, CDD Buck, PhD McKenney, FM Sassman, ES Montour, CA Captain, Mayor Merkes, Deputy Clerk, Cheslock

C. MINUTES TO APPROVE

1. [March 6, 2017](#)

Moved by Ald. Keehan seconded by Ald. Collier to approve minutes

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. [Recommendation to Award – Contract Unit 2017-01; New Concrete Street Construction Including Asphalt Trail and Concrete Sidewalk; Province Terrace from Province Link to Midway Road; Sommers Construction; \\$293,073.34](#)

Moved by Ald. Keehan seconded by Alderman Taylor to recommend to Common Council action item 1.

ES Montour explained that bids opened last week and came in much lower than what was budgeted for. Also provided a projected start date of April 17th and close date of June 16th as to finish before some state planned projects in the same area.

Motion carried on roll call 6-0

2. [R-04-17 Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 Wisconsin Statutes \(Silver Birch Estates\) \(Introduced by Ald. Krautkramer\)](#)

Moved by Ald. Keehan seconded by Ald. Nichols to recommend to Common Council action item 2.

ES Montour explained the plan to special assess for new curb and gutter, new asphalt, and other improvements to the Silver Birch Estates Subdivision.

Motion carried on roll call 6-0

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Collier to adjourn at 6:56 pm

Motion carried on voice vote

Stephanie Cheslock, Deputy Clerk

**Neenah-Menasha Fire Rescue
Joint Fire Commission Meeting Minutes
March 22, 2017 – 12:00 p.m.
Hauser Room – City of Neenah**

Present: Commissioners Kubiak, Liebhauser, Englebert, Keating, McCann and Lewis

Also Present: Chief Kloehn, Director Barber and MA Theisen

Commissioner Kubiak called the meeting to order at 12:00 p.m.

Public Forum: No members of the public were present.

Minutes: The Commission reviewed the meeting minutes from February 22, 2017. **MSC Liebhauser/Englebert to approve the February 22, 2017 meeting minutes, all voting aye.**

Activity & Automatic Aid Reports: This is informational only and no action is required.

Firefighter Hiring: Chief Kloehn updated the Commission that Joint Finance & Personnel Committee and both Common Council's approved hiring a firefighter and to have this person hired, and trained, before the upcoming known retirement. He also noted there is another firefighter vacancy that recently developed and is in the process of obtaining approval for filling this vacancy.

12: 15 p.m. Commissioner Lewis entered the meeting.

Chief Kloehn reviewed the new hire training information that has been developed by Shift Commander Ryan Krings, HR Assistant Alissa Cahak and MA Theisen. This will be used for all new hires four weeks of training and during their probationary year. The Commission thanked the department and Human Resources for all of their work on developing this new procedure and process.

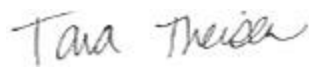
Chief Kloehn noted FVTC will begin their next regional hiring process in the next few weeks. We will have the results of this by fall to establish the next eligibility list.

Fire Officer Training Academy: Chief Kloehn noted the 2nd academy went really well. There was a lot of positive feedback from this group and they look forward to training for when they fill this position.

Radio/Fox Comm Update: Chief Kloehn gave an update on status of the Fox Comm group and how many counties are starting to change to different CAD Systems and Fox Comm has disbanded. Outagamie and Winnebago Counties are looking at a different CAD system and this could potentially affect our automatic aid with Appleton Fire Department if both counties go with different systems. He will keep everyone updated as changes are made.

MSC McCann/Keating to adjourn at 12:50 p.m., all voting aye.

Respectfully Submitted,



Tara Theisen
Management Assistant

NMFR Joint Finance & Personnel Committee
Meeting Minutes
March 28, 2017 – 5:30 p.m.
Hauser Room – City of Neenah

Present: Ald. Stevenson, Pollnow, Benner, Keehan and Krautkramer.

Excused: Ald. Kunz

Also Present: Chief Kloehn and Director Easker

Public: HR Director Barber, Jim Dunbar and Greg Wroblewski

Public Forum: No members of the public chose to speak.

Minutes: The Committee reviewed the February 28, 2017 meeting minutes. **MSC Pollnow/Keehan to approve the February 28, 2017 meeting minutes and place on file, all voting aye.**

Activity Reports: The Committee reviewed the February activity and automatic aid reports. **MSC Pollnow/Keehan to approve the February activity and automatic aid reports and place on file, all voting aye.**

Firefighter Position Replacement: The Committee reviewed the memo from Chief Kloehn regarding the vacant firefighter position. Discussion was held on FMLA usage. Director Barber noted that it does appear that Fire has higher usage than other departments and that is because it is the biggest department in the City. However, their overall usage is not out of the “normal” range and not overly high. She reminded everyone that FMLA doesn’t have a separate bank for pay when employees are off. Employees have to use their sick and vacation time when off on FMLA for them to receive pay for their time off. FMLA is there to protect their job while they are off. **MSC Pollnow/Keehan recommends the City of Neenah and City of Menasha Common Councils approve filling the vacated firefighter position as soon as possible, all voting aye.**

Radio/Fox Comm Update: Chief Kloehn provided an update regarding the recent changes to Fox Comm and how some counties are exploring different radio systems. This could potentially affect our automatic aid agreement with Appleton Fire Department if Winnebago and Outagamie Counties have different radio systems. Chief Kloehn & DC Voss will be attending demonstrations of two vendors they are looking at next week and will keep everyone updated on the status as things develop.

Review of NMFR’s 2016 Annual Report: The Committee reviewed our 2016 Annual Report. Everyone liked the report, content and thanked the department for their efforts on putting this together.

MSC Pollnow/Keehan to adjourn at 6:00 p.m., all voting aye.

Respectfully Submitted,

Kevin Kloehn
Chief

KK/tt

CITY OF MENASHA
Parks and Recreation Board
City Hall – Council Chambers
January 10, 2017
MINUTES

A. CALL TO ORDER

The meeting was called to order by Chr. D Sturm at 6:00pm.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Chr. Dick Sturm, Tom Marshall, Brian Adesso, Rob DeLain, Lisa Hopwood

MEMBERS EXCUSED: Ald. Zelinski, Nancy Barker

OTHERS PRESENT: PRD Tungate, PS Maas

C. MINUTES TO APPROVE

1. **Minutes of the December 13, 2016 Regular Park Board Meeting:** Moved by L. Hopwood, seconded by R. DeLain to approve the minutes of the December 13, 2016 Park Board meeting. Motion carried.

D. PUBLIC COMMENT ON ANY MATTER RELATED TO CITY PARKS AND RECREATION

E. REPORT OF DEPARTMENT HEADS/STAFF/OR CONSULTANTS

1. **Department Report:** PRD Tungate reported on planning for the January 28 Winter Gala, the ice rink, summer program planning (including a new Junior Lifeguard program), summer employment and assisting in finalizing the Loop the Lake project plans for February bidding.
2. **Park, Pool and Vandalism Report:** PS Maas reported on recent flooding efforts at the ice rink, new tile floor in the Memorial Building (west side) and the second purchase of replacement filter bags (that save water during backwashing) at the pool
3. **Jefferson Park & Neighborhood Public Input Meeting**
 - Monday, January 23, 2017, 6:00pm, Menasha Library Company E Room- Board members were encouraged to attend this meeting. Survey results and three concept plans for Jefferson Park will be presented.

F. DISCUSSION

1. **Update on the Jefferson Park and Neighborhood Vision Plan process:** Approximately 800 online and paper surveys were returned. This was an excellent response. February 14 will be the date when two park concepts will be presented at a joint Park Board and Plan Commission meeting. PRD Tungate visited with two Menasha High School classes before Christmas and staff met with a DNR warden and several local boaters/fishermen earlier in the day and received some valuable ideas and comments about park's boat launch, roadway and parking lot.

G. ACTION ITEMS

1. **Approve renewal of Menasha Marina Harbormaster Agreement for 2017-2019:** Motion by L. Hopwood, seconded by T. Marshall. The Board was supportive of entering into another three year agreement with the current Harbormaster, Diane Schabach. Motion carried.
2. **Recommend reciprocity agreements with the Cities of Neenah and Appleton and the Village of Fox Crossing:** Motion by L. Hopwood, seconded by B. Adesso to approve a five year

reciprocity agreement with the City of Neenah. The previous agreement was for five years as well. It was noted that Neenah does not charge a non-resident fee for some of their recreation services. Motion carried.

Motion by L. Hopwood, seconded by B. Adesso to approve a five year reciprocity agreement with the City of Appleton. The previous agreement with Appleton was for two years. Motion carried.

Motion by L. Hopwood, seconded by R. Delain to approve a one year reciprocity agreement with the Village of Fox Crossing. The previous agreement with the Town of Menasha was for two years. B. Adesso preferred a longer term agreement with the Village. Because recent Village incorporation issues that impact the City are still ongoing, it was felt that a one year term was more appropriate at this time. It was noted that many City residents take advantage of the Village's programs and park facilities and they would not like to lose those fee reciprocity benefits. Motion carried 4-1 with B. Adesso voting no.

3. **Recommend fee changes for some park facilities and recreation programs for 2017:**

Motion by L. Hopwood, seconded by B. Adesso to adopt the changes to seven different programs depicted on the document attached to the meeting agenda. Motion carried.

Motion by L. Hopwood, seconded by B. Adesso to adopt a simplified three tiered special event fee schedule as depicted on the document attached to the meeting agenda. Motion carried.

Motion by L. Hopwood, seconded by B. Adesso to adopt a revised fee schedule for park facilities as depicted on the document attached to the agenda. It was noted that current park user fee system would be discontinued in favor of this fee schedule. The park user fee is often misunderstood by the public and can feel like an excessive fee to them. The new fee schedule absorbs the user fee into the shelter of facility fee. Motioned carried.

H. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

Five (5) minute time limit for each person

I. ADJOURNMENT

Moved by L. Hopwood, seconded by B. Adesso to adjourn at 7:58 pm. Motion carried.

CITY OF MENASHA
Plan Commission
Council Chambers, City Hall – 140 Main Street
March 21, 2017
DRAFT MINUTES

3:30 PM – Informal Public Hearing Regarding the Proposed Special Use Permit – 829 Appleton Road (Parcel #6-00132-00 and 6-00133-00)

Mayor Merkes opened the public hearing at 3:37 PM. PP Englebert gave an introduction of the Special Use Permit application at 829 Appleton Road. No one spoke. Mayor Merkes closed the public hearing at 3:38 PM.

A. CALL TO ORDER

The meeting was called to order at 3:36 PM by Mayor Merkes.

B. ROLL CALL/EXCUSED ABSENCES

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, EA Gordon, and Commissioners Sturm, and Cruickshank.

PLAN COMMISSION MEMBERS EXCUSED: Ald. Benner, Commissioners Schmidt and Homan.

OTHERS PRESENT: CDD Buck, PP Englebert, Mark Mayer (Bethel Evangelical Lutheran), Jeff Smies (Smies Architects), Sam Degner (Bethel Evangelical Lutheran), and Pedar and Beverly Bloon (758 Pleasant Lane).

C. MINUTES TO APPROVE

1. **Minutes of the March 7, 2017 Plan Commission Meeting**
Motion by Comm. Sturm, seconded by EA Gordon, to approve the March 7, 2017 Plan Commission meeting minutes as presented. The motion carried.
2. **Minutes of the March 7, 2017 Joint Park Board and Plan Commission Meeting**
Motion by EA Gordon, seconded by Comm. Sturm, to approve the March 7, 2017 Joint Park Board and Plan Commission meeting minutes as presented. The motion carried

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

1. No one spoke.

E. COMMUNICATION

1. None

F. DISCUSSION

1. None

G. ACTION ITEMS

1. **Special Use Permit and Site Plan Review – 829 Appleton Road – Bethel Evangelical Lutheran Church**
PP Englebert provided an overview of the Special Use Permit and Site Plan for Bethel Evangelical Lutheran Church. Bethel Evangelical Lutheran is proposing a 4,290ft² addition to their existing facility as well as full reconstruction of their parking lot. Church uses in the R-1 Single Family Residence District require a Special Use Permit.

PP Englebert detailed various aspects of the site plan including building materials and use of alternate materials, landscaping, and lighting. The applicant proposed using a combination of brick and stone veneer with concrete masonry in earth-tones on the addition to match the

existing building. PP Englebert stated that the landscape plan needed additional plantings in the transitional area and the lighting plan needs to be adjusted to comply with maximum light spillage at the property line.

Motion by Comm. Cruickshank, seconded by Comm. Sturm, to recommend approval of the Special Use Permit for 829 Appleton Road. The motion carried.

Motion by EA Gordon, seconded by Comm. Sturm, to approve the Site Plan for 829 Appleton Road with the finding to allow alternate architectural materials as proposed and the following conditions:

- Final landscape plan include additions to the transitional area plantings to meet minimum code requirements, as approved by the Department of Community Development.
- Final lighting plan be adjusted to comply with minimum/maximum light levels at property lines, as approved by the Department of Community Development.

The motion carried.

H. ADJOURNMENT

Motion by Comm. Cruickshank, seconded by Comm. Sturm, to adjourn at 3:50 PM. The motion carried.

Minutes respectfully submitted by PP Englebert.

**CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, March 20, 2017
Minutes**

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:00 pm

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL/EXCUSED ABSENCES

Present: Ald. Nichols, Taylor, Krautkramer, Collier, Keehan, & Zelinski

Excused: Ald. Spencer & Benner

Also Present: PC Styka, FC Kloehn, CDD Buck, PRD Tungate, PhD McKenney, CA Captain, Mayor Merkes, Deputy Clerk Cheslock, FM Sassman, & ES Montour

D. PUBLIC HEARING

None

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

(five (5) minute time limit for each person)

Kathy Stahl, 225 Railroad St. Spoke on behalf of several business owners in downtown area about the on-going parking issues they, their employees, and customers are having. Asserts that Faith Technology employees are parking in the Broad Street surface lots and taking up the few long term parking spaces available in the downtown area. Requests the City reach out to Faith Technologies to resolve the issue.

Tim Lenz, 204 Main St. Seconded the parking issues in the Broad Street surface lots.

Larry Reddin, 393 Willow Ln. Requested Council provide update on the ordinance proposed at the 3/6/17 Administration Committee meeting.

Mike Ross, 234 Willow Ln. 1) Thanked Council, Administration Committee, Alderman Nichols, and Chief Styka for their diligent work in trying to resolve the light and noise nuisance created by some nighttime bowfishermen. Also discussed a letter residents in the area received from Aldermanic candidate Kathy Stahl and provided Council with that letter and the residents' response to that letter.

Kathy Stahl, 225 Railroad St. Refuted Mike Ross' statements regarding the letter she provided to residents.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

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

Minutes to receive:

- a. [Administration Committee, 3/6/17](#)
- b. [Board of Public Works, 3/6/17](#)
- c. [Committee on Aging, 2/16/17](#)
- d. [Joint Parks and Recreation Board and Plan Commission, 3/7/17](#)
- e. [Plan Commission, 3/7/17](#)
- f. [Water & Light Commission, 2/22/17](#)

Communications:

- g. [Support for Winnebago County Lead-Based Paint Hazard Control \(LBPHC\) Grant Application, Memorandum 3/20/17, PhD Nancy McKenney & CDD David Buck](#)
- h. [City of Menasha 2016 Stormwater Annual Report](#)

Moved by Ald. Taylor seconded by Ald. Zelinski to receive Minutes and Communications a-h.

Discussion ensued on the Stormwater Report and how storm water is charged.

Motion carried on voice vote.

G. CONSENT AGENDA

Minutes to approve:

1. [Common Council, 3/6/2017](#)

Board of Public Works, 3/6/2017, Recommends the Approval of

2. [Recommendation to Award – Contract No. M0002-9-16-00971-A; 2017 Water Main Reconstruction Contract A – Jefferson Street, Manitowoc Street, Midway Road and Earl Street, Railroad Street, Second Street, and Water Street and Center Street; Don Hietpas & Sons, Inc., \\$469,059.00 \(Menasha Utilities\)](#)
3. [Recommendation to Award – Contract No. M0002-9-16-00971-B; 2017 Water Main Reconstruction Contract B – Lake Road East/West; Advance Construction, Inc.; \\$40,950.00 \(Menasha Utilities\)](#)

Plan Commission, 3/7/17, Recommends the Approval of

4. [No Build Easement—208 Main Street \(Pedestrian Walkway\)](#)

Ald. Taylor requested Consent Agenda Item 4 be removed.

Moved by Ald. Taylor seconded by Ald. Keehan to approve Consent Agenda Items 1-3

Motion carried on roll call 6-0

H. ITEMS REMOVED FROM THE CONSENT AGENDA

Moved by Ald. Taylor seconded by Ald. Keehan to approve Consent Agenda item 4

General discussion ensued on the terms of this easement and the effects it has on the property owner as well as the City.

Motion carried on roll call 6-0

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 3/9/17—3/16/17 in the amount of \\$4,387,565.85](#)

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

Motion carried on roll call 6-0

2. [Beverage Operators License Applications for the 2015-2017 licensing period.](#)

Moved by Ald. Nichols seconded by Ald. Keehan to approve the beverage operator's license applications as listed on memo dated March 15, 2017.

Motion carried on roll call 6-0

J. HELD OVER BUSINESS

1. [Common Council Minutes, 2/20/2017](#)

Moved by Ald. Taylor and seconded by Ald. Keehan to approve Common Council Minutes from 2/20/2017 as amended.

Motion carried on roll call 6-0

K. ORDINANCES AND RESOLUTIONS

1. [O-3-17 An Ordinance Amending Title 12, Chapter 2 of the Code of Ordinances \(Combustion Generator Restrictions on Waterways\) \(Introduced by Ald. Nichols\).](#)

Moved by Alderman Nichols seconded by Alderman Keehan to indefinitely post pone O-3-17.

Chief Styka explained the consensus that was found by the residents of the area, the Bow Fishing Association (BFA), and DNR that does not require the Council to move forward with the ordinance at this time. The BFA will conduct an educational campaign in the attempt to quell the nuisance issues residents have been experiencing. The BFA will develop pamphlets and signs to be posted and handed out to residents, City of Menasha Police and Parks departments, and the bow fishermen. All are in agreement that if this campaign does not work this fishing season, the City may move forward with an ordinance that focuses on the health and safety issues presented by nighttime bowfishing in the canals.

Motion carried on roll call 6-0

2. [R-5-17 A Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement\(Introduced by Mayor Merkes\)](#)

Moved by Alderman Taylor seconded by Alderman Krautkramer to approve R-5-17.

Menasha Utilities General Manager Melanie Krause explained this loan will have 100% forgiveness and will likely allow the City to assist 275 properties.

General discussion ensued on the amount of properties that currently have lead services.

Motion carried on roll call 6-0

L. APPOINTMENTS

1. Reappointment of Tom Stoffel to the Committee on Aging for the term of 2/1/2017—2/1/2020

Moved by Alderman Keehan seconded by Alderman Krautkramer to approve the reappointment of Tom Stoffel to the Committee on Aging for the term of 2/1/2017—2/1/2020

Motion carried on voice vote.

M. CLAIMS AGAINST THE CITY

None

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

(five (5) minute time limit for each person)

Stan Sevenich, 645 9th St. Addressed the Stormwater Report and the staff noted under certain responsible staff sections of the report.

O. ADJOURNMENT

Moved by Alderman Taylor seconded by Keehan to adjourn at 6:44 pm.

Motion carried on voice vote.

Stephanie Cheslock, Deputy Clerk



Memorandum

DATE: March 15, 2017

TO: Board of Public Works

FROM: Tim J. Montour, Engineering Supervisor *TJM*

RE: Recommendation to Award – Contract 2017-01; New Street Construction, Asphalt Trail and Concrete Sidewalk on Province Terrace; Sommers Construction; \$293,073.34

The City of Menasha publicly opened bids on Tuesday, March 14th for Contract Unit No. 2017-01, New Street Construction, Asphalt Trail and Concrete Sidewalk. Two bids were received as indicated on the enclosed itemized bid tabulation.

The project consists of the following items: re-constructing a new street section sub-grade and base, relocating storm inlets, under pavement drain installation, miscellaneous utility adjustments, pulverizing or removing the existing asphalt pavement and excess base material, fine grading, concrete pavement construction, asphalt trail construction, concrete sidewalk construction, driveway re-construction and lawn and terrace restoration.

After reviewing the bids and finding them to be extremely competitive, accurate and compliant, we recommend Contract Unit No. 2017-01 be awarded to Sommers Construction of Shiocton, Wisconsin in the amount of \$293,073.34

Enclosure

Itemized Bid Tabulation						
City of Menasha Contract Unit No. 2017-01						
New Street Construction - Province Terrace (Midway Road to Province Link) Including Concrete Pavement, Concrete Sidewalk and Asphalt Trail						
Item	Quantity	Description	Sommers Construction		Vinton Construction	
			Unit Price	Item Total	Unit Price	Item Total
1	7	Remove and Replace Inlet/Each	\$ 1,050.00	\$ 7,350.00	\$ 2,440.00	\$ 17,080.00
2	6	8" SDR-35 PVC Inlet Lead/LF	\$ 50.00	\$ 300.00	\$ 50.00	\$ 300.00
3	35	10" SDR-35 PVC Inlet Lead/LF	\$ 52.00	\$ 1,820.00	\$ 55.00	\$ 1,925.00
4	120	4" Under Pavement Drain/LF	\$ 5.50	\$ 660.00	\$ 15.00	\$ 1,800.00
5	5,089	Pavement / Base Pulverizing/SY	\$ 0.75	\$ 3,816.75	\$ 0.45	\$ 2,290.05
6	1,874	Unclassified Excavation/CY	\$ 8.00	\$ 14,992.00	\$ 11.47	\$ 21,494.78
7	572	Pulverized Stone Placement/CY	\$ 14.35	\$ 8,208.20	\$ 6.30	\$ 3,603.60
8	9,583	Fine Grading and Compaction/SY	\$ 0.01	\$ 95.83	\$ 1.00	\$ 9,583.00
9	5,724	Concrete Pavement 8" Thick with Integral Curb & Gutter/SY	\$ 28.85	\$ 165,137.40	\$ 30.42	\$ 174,124.08
10	157	24" Concrete Curb & Gutter Remove & Replace/LF	\$ 23.50	\$ 3,689.50	\$ 25.00	\$ 3,925.00
11	540	No. 4 Epoxy Coated Rebar/LF	\$ 0.84	\$ 453.60	\$ 0.60	\$ 324.00
12	20	Utility Adjustment/Each	\$ 100.00	\$ 2,000.00	\$ 300.00	\$ 6,000.00
13	8	Water Valve Adjustment/Each	\$ 75.00	\$ 600.00	\$ 150.00	\$ 1,200.00
14	526	Sawcut/LF	\$ 1.00	\$ 526.00	\$ 2.00	\$ 1,052.00
15	164	Asphalt Binder Course Pavement/ton	\$ 76.84	\$ 12,601.76	\$ 88.63	\$ 14,535.32
16	262	Asphalt Surface Course Pavement/ton	\$ 87.59	\$ 22,948.58	\$ 99.49	\$ 26,066.38
17	755	8" Thick Concrete Driveway Apron/SF	\$ 4.90	\$ 3,699.50	\$ 4.95	\$ 3,737.25
18	6,138	4" Thick Concrete Sidewalk/SF	\$ 2.99	\$ 18,352.62	\$ 3.10	\$ 19,027.80
19	922	6" Thick Concrete Sidewalk & Handicap Ramp/SF	\$ 4.20	\$ 3,872.40	\$ 4.60	\$ 4,241.20
20	690	8" Thick Concrete Sidewalk/SF	\$ 4.90	\$ 3,381.00	\$ 5.20	\$ 3,588.00
21	2,200	Lawn & Terrace Restoration/SY	\$ 3.65	\$ 8,030.00	\$ 4.90	\$ 10,780.00
22	1	Temporary Mailbox/LS	\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00
23	5	Pavement Gap/Each	\$ 25.00	\$ 125.00	\$ 500.00	\$ 2,500.00
24	4	Sidewalk or Apron Gap/Each	\$ 25.00	\$ 100.00	\$ 100.00	\$ 400.00
25	2,540	4" Solid, Yellow Epoxy Pavement Marking/LF	\$ 1.08	\$ 2,743.20	\$ 1.08	\$ 2,743.20
26	30	Stop Line, 18" White Epoxy Pavement Marking/LF	\$ 9.00	\$ 270.00	\$ 9.00	\$ 270.00
27	180	Crosswalk, 6" White Epoxy Pavement Marking/LF	\$ 8.00	\$ 1,440.00	\$ 8.00	\$ 1,440.00
28	96	Crosswalk, 24" White Epoxy Pavement Marking/LF	\$ 10.00	\$ 960.00	\$ 10.00	\$ 960.00
29	1	Erosion Control/LS	\$ 1,600.00	\$ 1,600.00	\$ 840.00	\$ 840.00
30	1	Traffic Control/LS	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
31	1	Construction Mobile/Demobile; Project Coordination; all incidental utility and miscellaneous roadway work; and all other project work area restoration and clean-up to an equal and/or better preconstruction condition, as required and related to the overall Project/LS	\$ 250.00	\$ 250.00	\$ 100.00	\$ 100.00
Total Base Bid (Items 1 - 31)				\$ 293,073.34		\$ 339,030.66



MEMORANDUM

To: Common Council

From: Community Development Department/KE

Date: March 24, 2017

Re: **Special Use Permit – 829 Appleton Road (#6-00132-00, #6-00133-00)**

Overview

Address: 829 Appleton Road

Property Owner: Bethel Evangelical Lutheran Church

Zoning Classification: R-1 – Single Family Residence District

Adjacent Zoning Classifications: R-1 Single Family Residence to the east (Single Family Homes), Street Right-of-Way to the west, R-1 Single Family Residence to the north (Single Family Homes), and R-1 Single Family Residence to the south (Single Family Homes).

Special Use Request: Church

Jeff Smies, Smies Architects, has submitted an application on Bethel Evangelical Lutheran's behalf for a Special Use Permit at 829 Appleton Road. The request is for the purpose of constructing a 4,290ft² addition to the existing church facility, reconstructing the parking lot, and obtaining a Special Use Permit for use of the site as a church. Upon reviewing Special Use Permit applications, the Common Council shall consider the following per the City of Menasha Code of Ordinances:

Analysis

- 1. The use shall be compatible with adjacent land uses so that existing uses will not be depreciated in value, and there will be no deterrents to development of vacant land.***

The church use at 829 Appleton Road is presently considered legal non-conforming. The church was built in 1952 and the use has not changed since then. The use is compatible with adjacent residential land uses and existing uses will not be depreciated in value by this addition. No foreseeable deterrents to the development of vacant land exist due to this proposal.

- 2. The use shall have an appearance that will not have an adverse effect upon adjacent properties;***

The expanded facility and reconstructed parking lot will improve the overall appearance of the site. The addition of a partial new building façade, improved lighting, and landscaping will make the property more attractive. Specifically, landscaping will be installed on the western

perimeter of the sight, enhancing the look of the property from the street. A transitional landscape area will also be installed to shield the new parking lot from the neighbor adjacent to the southwest corner of the parking lot.

3. The use shall be reasonably related to the overall needs of the City and to existing land use patterns;

Bethel Lutheran Church is designated as government/institutional in the City of Menasha Year 2030 Comprehensive Plan Future Land Use Map. The use of the site as a church is consistent with that designation and compatible with neighboring residential land uses. The church has been in existence for over 60 years and is reasonably related to the overall needs of the city.

4. The use will not cause traffic hazards or congestion;

The application proposes the installation of 70 parking stalls which is 20 more than the required number of 50 for a facility with 200 seats (one stall for every four seats required). Currently the number of parking stalls on site is 70 so there will be no changes to the amount of parking. It is unlikely that the expanded church use at 829 Appleton Road will result in traffic hazards or congestion.

5. The use shall have adequate utilities, access roads, drainage, and other necessary facilities.

The site is in a developed neighborhood with sufficient road access. The property is serviced by existing utilities and the expanded church use is not expected to detrimentally affect drainage.

Recommendation

As a separate action, The Plan Commission approved the site plan on March 21, with the following conditions:


- Allow alternate architectural materials, as proposed.
- Final landscape plan include additions to the transitional area plantings to meet minimum code requirements, as approved by the Department of Community Development.
- Final lighting plan be adjusted to comply with minimum/maximum light levels at property lines, as approved by the Department of Community Development.


The Plan Commission and staff recommend approval of the Special Use Permit.

Special Use Permit Location Proposed Building Addition and Parking Lot Reconstruction 829 Appleton Road



Legend

 Parcels Proposed for Special Use Permit
Parcel ID# 6-00132-00 and 6-00133-00

N

1 inch = 125 feet



Memorandum

TO: NMFR Joint Finance & Personnel Committee Members

FROM: Kevin Kloehn, Chief

DATE: March 20, 2017

RE: Firefighter Replacement

Over the past several months, we have had a firefighter on FMLA with an unknown return to work date. I was recently notified this firefighter is unable to return to work as a firefighter and their last day of employment will be March 26, 2017. This now leaves us with a vacant firefighter position.

As we discussed last month, we continue to have FMLA usage on a couple different shifts and peak vacation time will begin in the near future, which means we will need to backfill this unfilled line staff position with overtime until a replacement is hired and trained.

I am asking for consideration to fill the vacated firefighter position. It would be advantageous for us to have two firefighters begin at the same time. Once their four week training has been completed, both new staff members would be placed onto 24-hour shifts upon completion of their training. Since our last meeting, we have had additional approved FMLA's for staff members. The second person would cover 24-hour shifts on the shifts that we need coverage until the retirement in June.

An appropriate motion would be *recommend the City of Neenah and City of Menasha Common Councils approve filling the vacated firefighter position as soon as possible.*

Thank you for your consideration. If you have any questions, please feel free to call me at 886-6203.

KK/tt

City of Menasha Disbursements

Weekly Accounts Payable	3/23/17-3/30/17 Checks # 57074-57213	\$ 345,862.58
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Bi-Weekly Payroll	3/30/17	\$ 168,726.10
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Additional Regular Cycle Accounts Payables -Paid Electronically


Returned Check	3/17/17	\$ 28.00	
Nationwide Retirement	3/17/17	\$ 10,059.50	
Property Tax Payment Reversal	3/20/17	\$ 1,816.27	
TASC-Flex Spending	3/20/17	\$ 4,299.90	
Advanced Disposal-Broad Street Recycling	3/21/17	\$ 223.50	
Delta Dental	3/22/17	\$ 1,076.80	
Federal Tax Deposit	3/22/17	\$ 71,408.91	
Delta Dental	3/29/17	\$ 1,329.30	
Community First Credit Union-Payroll Deductions	3/30/17	\$ 4,438.00	
Neopost-Postage Machine Rental	3/30/17	\$ 215.85	

\$ 94,896.03

Total

\$ 609,484.71

Items included on this list have been properly audited and certified by the City Comptroller and are being presented for approval by the Common Council.


 Jennifer Sassman
 Finance Manager

3/30/17
 Date

Notes:

- Medical Expense Reimbursement Trust-Retirement Pay Out
- United Way-Employee Donations
- Wisconsin Support Collections-Child/Spousal Support
- WI SCTF-Child Support Annual Fee
- Gaps in check numbers indicate that more invoices being paid than fit on one check stub
 (The last check stub used is the check number that will appear on the check register)

AP Check Register
Check Date: 3/23/2017

Date: 3/23/2017

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
ACCURATE	57074	3/23/2017	1702576	100-0703-553.30-18	24.90	Nuts/Washers
	Total for check: 57074				24.90	
AIRGAS USA LLC	57075	3/23/2017	9060647573	731-1022-541.30-18	91.70	Nozzles/Tips/Whl Flp
		3/23/2017	9942706644	100-0703-553.30-18	21.13	Acetylene/Argon/Oxygen
		3/23/2017	9942707119	731-1022-541.21-06	20.85	Acetylene/Oxygen
		3/23/2017	9942707120	731-1022-541.21-06	206.82	Rental
	Total for check: 57075				340.50	
ALL-LIFT SYSTEMS INC	57076	3/23/2017	0370955-IN	731-1022-541.24-02	270.00	Truck Repair
	Total for check: 57076				270.00	
CITY OF APPLETON	57077	3/23/2017	235644	100-0918-531.21-06	500.00	Emergency Preparedness March 2017
	Total for check: 57077				500.00	
AUTO RESTYLERS	57078	3/23/2017	182946	100-0801-521.29-04	275.00	MEG Vehicle
	Total for check: 57078				275.00	
A1 RECYCLERS LLC	57079	3/23/2017	A1 RECYCLERS	731-1022-541.30-15	2,500.00	Pallet Racking
	Total for check: 57079				2,500.00	
BADGER LAB & ENGINEERING INC	57080	3/23/2017	17-0669	601-1020-543.21-02	655.00	Gunderson
		3/23/2017	17-0684	601-1020-543.21-02	661.25	Simply Incredible
	Total for check: 57080				1,316.25	
BECK ELECTRIC INC	57081	3/23/2017	MAR2017-COM-ED2	100-1008-541.24-04	71.10	Crossing Signal Repair Maplewood School
	Total for check: 57081				71.10	

AP Check Register
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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
BORSCH ROOFING PROFESSIONALS	57082	3/23/2017	20544	100-0801-521.24-03	366.46	430 First Street Repair
			Total for check: 57082		366.46	
CRESCENT ELECTRIC SUPPLY COMPANY	57083	3/23/2017	S503206949.001	100-1001-514.30-15	32.42	Conduit
		3/23/2017	S503223970.001	100-1001-514.30-15	(32.42)	Credit
		3/23/2017	S503251627.001	100-0801-521.24-03	59.82	15W47 Lev
			Total for check: 57083		59.82	
CULLIGAN WATER CONDITIONING	57084	3/23/2017	718387	100-1001-514.20-01	13.10	Rental
			Total for check: 57084		13.10	
FARRELL EQUIPMENT & SUPPLY CO INC	57085	3/23/2017	INV000000855729	731-1022-541.30-18	99.99	Sprayer
			Total for check: 57085		99.99	
FERRELLGAS	57086	3/23/2017	1095288410	266-1027-543.30-18	132.56	Fuel
			Total for check: 57086		132.56	
FOX CITIES REGIONAL PARTNERSHIP	57087	3/23/2017	51574	100-0304-562.21-10	8,823.00	2017 Pledge
				471-0304-562.21-10	8,750.00	2017 Pledge
			Total for check: 57087		17,573.00	
FOX CROSSING, VILLAGE OF	57088	3/23/2017	FOX CROSSING	470-0304-562.82-01	60.00	Water & Sewer Permit Application
			Total for check: 57088		60.00	
FOX VALLEY TECHNICAL COLLEGE	57089	3/23/2017	CAROL ALBERS	100-0903-531.34-02	12.00	BLS Provider Cards
		3/23/2017	TPB372236FY1617	100-0801-521.34-02	3,388.00	Classes
			Total for check: 57089		3,400.00	

AP Check Register

Check Date: 3/23/2017

Date: 3/23/2017

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
GOLD STRIPE CONSULTING	57090	3/23/2017	CIT CLASS	100-0801-521.34-02	400.00	CIT Class 3/20-24
			Total for check: 57090		400.00	
GRAINGER INC	57091	3/23/2017	9369799599	100-0703-553.24-05	197.04	Grab Bar
			Total for check: 57091		197.04	
EDMUND J JELINSKI	57092	3/23/2017	213	100-0201-512.21-01	562.50	Legal Services
			Total for check: 57092		562.50	
LORETTA KJEMHUS	57093	3/23/2017	KJEMHUS	100-0903-531.33-01	14.46	December 2016 Mileage
			Total for check: 57093		14.46	
LAPPEN SECURITY PRODUCTS INC	57094	3/23/2017	LSPQ35877	100-0801-521.24-03	317.71	Back Door Repair
			Total for check: 57094		317.71	
MATTHEWS TIRE & SERVICE CENTER	57095	3/23/2017	60803	731-1022-541.38-02	57.09	Valve Stem
		3/23/2017	60823	731-1022-541.38-02	(190.75)	Credit
		3/23/2017	60824	731-1022-541.38-02	190.27	Tires
		3/23/2017	60840	731-1022-541.38-02	1,195.60	Tires
		3/23/2017	60841	731-1022-541.38-02	37.66	Valve Stem
			Total for check: 57095		1,289.87	
MENARDS-APPLETON EAST	57096	3/23/2017	11164	100-0703-553.24-03	55.48	Supplies
			Total for check: 57096		55.48	
MENASHA NEENAH MUNICIPAL COURT	57097	3/23/2017	MNMC	100-0000-201.03-00	174.00	Bond Report #17-0025
					174.00	Bond Report #15-0307
			Total for check: 57097		348.00	

AP Check Register

Check Date: 3/23/2017

Date: 3/23/2017

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
MENASHA UTILITIES	57098	3/23/2017	STREET LIGHTING	100-1012-541.22-03	12,870.47	February Street Lighting
			Total for check: 57098		12,870.47	
MBM	57099	3/23/2017	IN171473	743-0403-513.29-01	208.68	PD Copier December
		3/23/2017	IN171474	743-0403-513.29-01	162.94	PD Copier January
			Total for check: 57099		371.62	
N&M AUTO SUPPLY	57100	3/23/2017	595846	731-1022-541.38-03	48.79	Belts
			Total for check: 57100		48.79	
NEENAH-MENASHA SEWERAGE COMMISSION	57101	3/23/2017	2017-042	601-1021-543.21-01	3,644.50	Legal Reimbursement
		3/23/2017	2017-049	601-1021-543.21-01	1,387.50	Legal Reimbursement
			Total for check: 57101		5,032.00	
NOTT COMPANY	57102	3/23/2017	2748832-00	731-1022-541.38-03	938.19	Supplies
			Total for check: 57102		938.19	
NOVER ENGELSTEIN & ASSOCIATES INC	57103	3/23/2017	M2017	743-0403-513.24-04	600.00	Sanitarian Application Maintenance
			Total for check: 57103		600.00	
CLAIRE OPSTEEN	57104	3/23/2017	OPSTEEN	100-0909-531.33-01	2.91	Jan/Feb Mileage
				100-0916-531.33-01	7.17	Jan/Feb Mileage
				100-0918-531.33-01	5.62	Jan/Feb Mileage
			Total for check: 57104		15.70	
OSI ENVIRONMENTAL INC	57105	3/23/2017	4013175	266-1027-543.21-06	100.00	Used Oil Collection
			Total for check: 57105		100.00	
MEGHAN PAULY	57106	3/23/2017	PAULY	100-0903-531.33-01	4.42	February Mileage

AP Check Register

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Date: 3/23/2017

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MEGHAN PAULY...	57106...	3/23/2017...	PAULY...	100-0906-531.33-01	6.50	February Mileage
			Total for check: 57106		10.92	
REDI-WELDING CO	57107	3/23/2017	15101	100-1009-541.30-15	371.89	Material
			Total for check: 57107		371.89	
SAFEBUILT LLC	57108	3/23/2017	0028709-IN	100-0301-523.21-06	1,827.34	Permits
			Total for check: 57108		1,827.34	
SCHENCK SC	57109	3/23/2017	SC10130694	100-0401-513.21-03	5,200.00	2016 Audit
			Total for check: 57109		5,200.00	
SERVICEMASTER BUILDING MAINTENANCE	57110	3/23/2017	22803	100-0903-531.20-01	530.00	Janitorial Service
		3/23/2017	22822	100-1001-514.20-01	1,185.00	Janitorial Service
		3/23/2017	22823	731-1022-541.20-01	557.00	Janitorial Service
			Total for check: 57110		2,272.00	
SHERWIN WILLIAMS CO	57111	3/23/2017	7597-7	100-0801-521.24-03	107.85	Paint
			Total for check: 57111		107.85	
SMT MANUFACTURING & SUPPLY	57112	3/23/2017	0043360-IN	731-1022-541.38-03	61.68	Bearings/Seals
		3/23/2017	0043448-IN	731-1022-541.38-03	11.00	Belts
			Total for check: 57112		72.68	
STAPLES BUSINESS ADVANTAGE	57113	3/23/2017	3331981514	100-0703-553.30-10	209.99	Supplies
				731-1022-541.30-10	47.37	Supplies
		3/23/2017	3331981522	100-0201-512.30-10	33.54	Supplies
				100-0304-562.30-10	23.99	Supplies

AP Check Register

Check Date: 3/23/2017

Date: 3/23/2017

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
STAPLES BUSINESS ADVANTAGE...	57113...	3/23/2017...	3331981522...	100-1001-514.30-10	21.64	Supplies
			Total for check: 57113		336.53	
STREICHER'S INC	57114	3/23/2017	I1253231	100-0801-521.30-15	660.00	Ammo
			Total for check: 57114		660.00	
SUPERIOR VISION INSURANCE PLAN	57115	3/23/2017	IA607999	100-0000-204.10-00	1,070.01	Vision Insurance
			Total for check: 57115		1,070.01	
TASC	57116	3/23/2017	IN995561	100-0202-512.21-06	260.00	February Flex Spending
			Total for check: 57116		260.00	
UNIFIRST CORPORATION	57117	3/23/2017	097 0230864	731-1022-541.20-01	147.89	Coveralls/Shirts/Pants
			Total for check: 57117		147.89	
UNIFORM SHOPPE	57118	3/23/2017	263757	100-0801-521.19-03	9.79	Shirt
			Total for check: 57118		9.79	
US PETROLEUM EQUIPMENT	57119	3/23/2017	00100015	731-1022-541.24-06	2,499.30	Upgrade Fuelmaster Add Ethernet
			Total for check: 57119		2,499.30	
US VENTURE	57120	3/23/2017	L56954	731-1022-541.21-06	30.00	Fuel
			Total for check: 57120		30.00	
VALLEY GASKET INC	57121	3/23/2017	128290	100-0704-552.24-04	27.36	Rings
			Total for check: 57121		27.36	
VERIZON WIRELESS	57122	3/23/2017	9781376333	100-1002-541.22-01	30.51	Cell Phones

AP Check Register
Check Date: 3/23/2017

Date: 3/23/2017

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description	
VERIZON WIRELESS...	57122...	3/23/2017...	9781376333...	601-1020-543.22-01	27.03	Cell Phones	
				625-1002-541.22-01	10.17	Cell Phones	
		3/23/2017	9781376337	100-0801-521.22-01	672.94	PD	
	Total for check: 57122				740.65		
WE ENERGIES	57123	3/23/2017	WE ENERGIES	100-1008-541.22-04	144.77	455 Baldwin Street	
					144.77		
WINNEBAGO COUNTY CLERK OF COURTS	57124	3/23/2017	WINNEBAGO	100-0000-201.03-00	535.00	Bond	Report #17-0812
					150.00	Bond	Report #17-0852
					685.00		
	Total for check: 57124						
WINNEBAGO COUNTY TREASURER	57125	3/23/2017	11099	100-0805-521.25-01	566.06	Stay	
		3/23/2017	LF124312	266-1027-543.25-03	170.00	TV's	
		3/23/2017	LF124373	100-1016-543.25-01	11,646.96	Direct Haul	
				100-1017-543.25-01	4,436.64	Direct Haul	
				266-1027-543.25-01	476.55	Direct Haul	
	Total for check: 57125				17,296.21		
WINNEFOX AUTOMATED LIBRARY SYSTEM	57126	3/23/2017	TECHNOLOGY	100-0601-551.25-01	17,223.00	Technology	
					17,223.00		
WISCONSIN DEPT OF JUSTICE	57127	3/23/2017	L7101T	100-0801-521.21-06	42.00	2/1/17-2/28/17	
					42.00		
WISCONSIN DEPT OF TRANSPORTATION	57128	3/23/2017	WISDOT	731-1022-541.32-01	74.50	License	
					74.50		

AP Check Register
Check Date: 3/23/2017

Date: 3/23/2017

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
ZARNOTH BRUSH WORKS INC	57129	3/23/2017	0162936-IN	625-1005-541.30-15	710.50	Sweeper Brooms
Total for check: 57129					<u>710.50</u>	
ZEP SALES & SERVICE	57130	3/23/2017	9002696536	731-1022-541.30-18	551.46	Spray
Total for check: 57130					<u>551.46</u>	
					<u>102,536.16</u>	

AP Check Register
Check Date: 3/28/2017

Date: 3/29/2017

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description				
BAKER & TAYLOR INC	57132	3/28/2017	2032622445	100-0601-551.30-14	176.03	Library Materials				
		3/28/2017	2032624072	100-0601-551.30-14	515.42	Library Materials				
		3/28/2017	2032635152	100-0601-551.30-14	437.03	Library Materials				
		3/28/2017	2032641065	100-0601-551.30-14	309.52	Library Materials				
		3/28/2017	2032646353	100-0601-551.30-14	175.42	Library Materials				
		3/28/2017	2032651197	100-0601-551.30-14	154.79	Library Materials				
		3/28/2017	2032656460	100-0601-551.30-14	545.75	Library Materials				
		3/28/2017	2032658601	100-0601-551.30-14	26.86	Library Materials				
		3/28/2017	2032659154	100-0601-551.30-14	495.76	Library Materials				
		3/28/2017	2032672444	100-0601-551.30-14	1,015.59	Library Materials				
		3/28/2017	2032676620	100-0601-551.30-14	180.44	Library Materials				
		3/28/2017	2032678139	100-0601-551.30-14	413.53	Library Materials				
		3/28/2017	5014461172	100-0601-551.30-14	34.39	Library Materials				
		3/28/2017	B43101530	100-0601-551.30-14	42.13	Library Materials				
		3/28/2017	B43353810	100-0601-551.30-14	136.02	Library Materials				
		3/28/2017	B43353811	100-0601-551.30-14	19.43	Library Materials				
		3/28/2017	B43553812	100-0601-551.30-14	28.79	Library Materials				
		3/28/2017	B43901050	100-0601-551.30-14	86.37	Library Materials				
		3/28/2017	B43901051	100-0601-551.30-14	185.44	Library Materials				
		3/28/2017	B44468530	100-0601-551.30-14	301.03	Library Materials				
		3/28/2017	B44468531	100-0601-551.30-14	129.56	Library Materials				
		3/28/2017	B45017620	100-0601-551.30-14	225.25	Library Materials				
		3/28/2017	B45017621	100-0601-551.30-14	86.37	Library Materials				
		Total for check: 57132				5,720.92				
BELLA'S CUSTOM DESIGN INC	57133	3/28/2017	22325	100-0601-551.30-18	10.00	Engraving				
							Total for check: 57133			
							10.00			
JOE BONGERS	57134	3/28/2017	BONGERS	100-0601-551.33-01	125.22	Reimbursement				
							Total for check: 57134			
							125.22			

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CDW GOVERNMENT INC	57135	3/28/2017	GXF8674	100-0601-551.30-10	80.93	Cartridge
			Total for check: 57135		80.93	
CENGAGE LEARNING - GALE	57136	3/28/2017	60200840	100-0601-551.30-14	274.35	Library Materials
		3/28/2017	60237293	100-0601-551.30-14	135.97	Library Materials
			Total for check: 57136		410.32	
CENTER POINT LARGE PRINT	57137	3/28/2017	1453298	100-0601-551.30-14	180.96	Library Materials
			Total for check: 57137		180.96	
DARBOY STONE & BRICK	57138	3/28/2017	213079-00	100-0601-551.24-03	435.39	Repair Fireplace
			Total for check: 57138		435.39	
DEMCO	57139	3/28/2017	6074520	100-0601-551.30-18	402.59	Supplies
			Total for check: 57139		402.59	
GANNETT WISCONSIN MEDIA	57140	3/28/2017	PG2007207	100-0601-551.30-14	375.69	Subscription
			Total for check: 57140		375.69	
KITZ & PFEIL INC	57141	3/28/2017	2061	100-0601-551.30-16	8.99	Supplies
			Total for check: 57141		8.99	
ELISHA D SMITH PUBLIC LIBRARY	57142	3/28/2017	LIBRARY	100-0601-551.30-16	56.61	Petty Cash
			Total for check: 57142		56.61	
MIDWEST TAPE	57143	3/28/2017	0094740696	100-0601-551.30-14	99.98	Library Materials
		3/28/2017	0094742969	100-0601-551.30-14	72.85	Library Materials
		3/28/2017	0094759104	100-0601-551.30-14	307.31	Library Materials
		3/28/2017	0094773400	100-0601-551.30-14	59.99	Library Materials

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MIDWEST TAPE...	57143...	3/28/2017	0094779521	100-0601-551.30-14	132.21	Library Materials
		3/28/2017	0094808818	100-0601-551.30-14	49.99	Library Materials
		3/28/2017	0094813661	100-0601-551.30-14	9.74	Library Materials
		3/28/2017	0094813662	100-0601-551.30-14	149.92	Library Materials
	Total for check: 57143				881.99	
PENWORTHY COMPANY	57144	3/28/2017	0526584-IN	100-0601-551.30-14	252.16	Library Materials
					Total for check: 57144	
PIGGLY WIGGLY MIDWEST LLC	57145	3/28/2017	PWM-250909	100-0601-551.30-16	25.95	Supplies
					Total for check: 57145	
PROQUEST LLC	57146	3/28/2017	US10010840	100-0601-551.30-14	1,260.00	Library Materials
		3/28/2017	US10020934	100-0601-551.30-14	1,780.00	Library Materials
		Total for check: 57146				3,040.00
QUALITY BOOKS INC	57147	3/28/2017	199121	100-0601-551.30-14	190.75	Library Materials
		3/28/2017	199122	100-0601-551.30-14	70.31	Library Materials
		3/28/2017	199232	100-0601-551.30-14	14.07	Library Materials
		3/28/2017	199233	100-0601-551.30-14	26.36	Library Materials
		3/28/2017	199503	100-0601-551.30-14	40.42	Library Materials
Total for check: 57147				341.91		
SERVICEMASTER BUILDING MAINTENANCE	57148	3/28/2017	22825	100-0601-551.20-01	1,541.00	Janitorial Service
					Total for check: 57148	
SHOWCASES	57149	3/28/2017	298628	100-0601-551.30-18	63.93	Supplies
					Total for check: 57149	
SYNCB/AMAZON	57150	3/28/2017	001890673856	100-0601-551.30-14	(9.00)	Library Materials

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SYNCB/AMAZON...	57150...	3/28/2017	001893308671	100-0601-551.30-14	147.47	Library Materials
		3/28/2017	001894589050	100-0601-551.30-14	11.80	Library Materials
		3/28/2017	001898920626	100-0601-551.30-14	53.11	Library Materials
		3/28/2017	060152475242	100-0601-551.30-14	19.99	Library Materials
		3/28/2017	094793331622	100-0601-551.30-14	279.84	Library Materials
		3/28/2017	094794815808	100-0601-551.30-14	26.70	Library Materials
		3/28/2017	094797168541	100-0601-551.30-14	12.75	Library Materials
		3/28/2017	094797471512	100-0601-551.30-14	6.86	Library Materials
		3/28/2017	105444733420	100-0601-551.30-14	115.56	Library Materials
		3/28/2017	120052849609	100-0601-551.30-14	59.88	Library Materials
		3/28/2017	120055649083	100-0601-551.30-14	39.92	Library Materials
		3/28/2017	120058774323	100-0601-551.30-14	57.88	Library Materials
		3/28/2017	244639761343	100-0601-551.30-14	84.67	Library Materials
			Total for check: 57150		907.43	
UNIFIED DISTRIBUTION	57151	3/28/2017	RR859	100-0601-551.30-10	433.00	Toner
			Total for check: 57151		433.00	
UNIQUE MANAGEMENT SERVICES INC	57152	3/28/2017	442192	100-0000-441.19-00	196.90	Collection Agency Fees
			Total for check: 57152		196.90	
US BANK EQUIPMENT FINANCE	57153	3/28/2017	326416575	100-0601-551.24-04	122.88	Copier Contract
			Total for check: 57153		122.88	
US POSTAL SERVICE	57154	3/28/2017	METER 04842439	100-0601-551.30-11	500.00	Postage
			Total for check: 57154		500.00	
USA FIRE PROTECTION INC	57155	3/28/2017	253910	100-0601-551.24-03	178.80	Extinguisher Inspection
			Total for check: 57155		178.80	

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KAY WEEDEN	57156	3/28/2017	WEEDEN	100-0601-551.20-05	260.00	Program
Total for check: 57156					<u>260.00</u>	
WINNEFOX AUTOMATED LIBRARY SYSTEM	57157	3/28/2017	3202	100-0601-551.30-11	230.41	Feb 2017 Mgmt Services
Total for check: 57157					<u>230.41</u>	
					<u>16,783.98</u>	

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ACCURATE	57158	3/30/2017	1700385	731-1022-541.38-03	16.88	LED Strip Light
		3/30/2017	1702782	731-1022-541.30-18	112.43	Supplies
		3/30/2017	1702791	731-1022-541.38-03	19.52	Blades
		3/30/2017	1702870	731-1022-541.30-18	108.72	Supplies
		3/30/2017	1702901	731-1022-541.38-03	(46.48)	Credit
		3/30/2017	1702940	731-1022-541.38-03	93.30	Tensioner
			Total for check: 57158		304.37	
ALL-SPORT TROPHY	57159	3/30/2017	51512	100-0702-552.30-18	40.50	Trophies
			Total for check: 57159		40.50	
AMERICINN HOTEL & SUITES	57160	3/30/2017	AMERICINN	100-0706-561.34-03	202.50	Lodging
			Total for check: 57160		202.50	
CITY OF APPLETON	57161	3/30/2017	235870	100-0302-542.25-01	15,341.00	Valley Transit February 2017
			Total for check: 57161		15,341.00	
AT&T	57162	3/30/2017	920R09453003	100-1001-514.22-01	110.90	Alarms
				601-1020-543.22-01	290.50	Alarms
			Total for check: 57162		401.40	
AYRES ASSOCIATES INC	57163	3/30/2017	167823	100-0304-562.21-10	3,995.60	Jefferson Park
			Total for check: 57163		3,995.60	
BADGER LAB & ENGINEERING INC	57164	3/30/2017	17-0692	601-1020-543.21-02	867.00	Coveris
		3/30/2017	17-0697	601-1020-543.21-02	1,100.75	Intertape Polymer
			Total for check: 57164		1,967.75	
BECK ELECTRIC INC	57165	3/30/2017	MAR2117-COM-BG	601-1020-543.24-04	102.00	Lift Station Alarm

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BECK ELECTRIC INC...	57165...	3/30/2017	MAR2117-COM-ED3	100-1008-541.24-04	442.00	Traffic Light Repair Racine & Third
			Total for check: 57165		544.00	
BLACKBURN MFG CO	57166	3/30/2017	0534126-IN	100-0703-553.30-18	37.54	New Screen
				100-1008-541.30-18	37.55	New Screen
				100-1012-541.30-18	37.55	New Screen
			Total for check: 57166		112.64	
BRUCE MUNICIPAL EQUIPMENT INC	57167	3/30/2017	P02469	731-1022-541.38-03	196.84	Position Sender
		3/30/2017	P02527	731-1022-541.38-03	126.95	Coil
		3/30/2017	PO2482	731-1022-541.38-03	355.18	Shoe Runners/Deflectors
			Total for check: 57167		678.97	
CARDMEMBER SERVICE	57173	3/30/2017	0069	100-0918-531.34-02	250.00	Gov Conf
		3/30/2017	0085	100-0918-531.34-02	250.00	Gov Conf
		3/30/2017	0131	100-0801-521.29-04	35.42	Iss/Partdeal.com
		3/30/2017	0179	100-0801-521.19-03	176.42	Copquest
		3/30/2017	0230	100-0801-521.30-18	578.89	Sirchie Finger Print
		3/30/2017	0506	100-0801-521.19-03	28.60	Copquest
		3/30/2017	0606	100-0801-521.34-03	47.20	Parker John's
		3/30/2017	0724	100-0601-551.30-16	3.98	WalMart
		3/30/2017	0832	100-0801-521.34-03	3.83	McDonald's
		3/30/2017	0922	100-1001-514.30-13	53.80	Amazon City Hall Labels
		3/30/2017	1038	100-1003-541.30-15	512.40	Home Depot
		3/30/2017	1216	100-0801-521.30-15	33.60	Paypal
		3/30/2017	1360	100-0801-521.29-04	76.98	Amazon
		3/30/2017	1363	100-1003-541.30-15	(208.95)	Credit
		3/30/2017	1376	100-1003-541.30-15	177.45	Home Depot
		3/30/2017	1459	100-0801-521.30-13	37.81	Amazon PD Bags/Cable
		3/30/2017	1464	100-0801-521.34-03	36.99	TST Sprecher's
		3/30/2017	1839	100-0801-521.34-03	82.00	Wintergreen Resort
					328.00	Wintergreen Resort

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CARDMEMBER SERVICE...	57173...	3/30/2017	1930	100-0801-521.34-03	48.39	Buffalo Phils Grille
		3/30/2017	1937	100-0601-551.30-16	9.67	Festival
		3/30/2017	2071	100-0801-521.34-03	7.78	Great Wolf
		3/30/2017	2089	100-0801-521.34-03	7.78	Great Wolf
		3/30/2017	2097	100-0801-521.34-03	7.78	Great Wolf
		3/30/2017	2141	100-0601-551.30-14	(0.15)	Credit
		3/30/2017	2234	100-0801-521.30-15	55.41	Amazon
				100-0801-521.34-03	11.37	Culver's
		3/30/2017	2331	100-0703-553.30-18	36.00	Hub Machine
		3/30/2017	2503	100-0801-521.30-15	11.98	Amazon
		3/30/2017	2520	100-0703-553.30-18	11.98	BSN Sport
		3/30/2017	2544	100-0601-551.30-16	388.20	Rhode Island Novelty
		3/30/2017	2551	100-0601-551.30-16	50.54	Raymond Geddes
		3/30/2017	2651	100-0801-521.30-18	69.99	Amazon
		3/30/2017	2829	100-0801-521.30-15	55.89	Brownells
		3/30/2017	2834	743-0403-513.30-15	599.99	Amazon
		3/30/2017	2845	100-0601-551.30-11	23.44	USPS
		3/30/2017	3219	100-0801-521.19-03	45.95	Galls
		3/30/2017	3490	100-0601-551.30-16	38.00	Osmo
		3/30/2017	3891	100-0601-551.30-16	120.50	Dramatists
		3/30/2017	3926	100-0801-521.32-01	29.30	TLO Transunion
		3/30/2017	4009	100-0801-521.30-10	154.02	Amazon
		3/30/2017	4222	100-0801-521.29-04	427.68	Big Sky Racks
		3/30/2017	4545	100-0801-521.30-15	147.57	Galls
		3/30/2017	4591	100-0704-552.30-13	308.96	Supply City
		3/30/2017	4826	100-0801-521.29-04	164.00	RPM Outlet
		3/30/2017	5084	100-0601-551.30-14	5.24	ITunes
		3/30/2017	5793	824-0807-521.30-15	46.98	Pet Supplies
		3/30/2017	5927	100-0000-132.00-00	389.59	OSI/Flags
		3/30/2017	6533	731-1022-541.38-03	64.89	Amazon
		3/30/2017	6865	100-0703-553.24-05	104.28	Go2Marine
		3/30/2017	6933	743-0403-513.30-15	1,119.60	Newegg.com
		3/30/2017	7168	743-0403-513.30-15	48.36	Amazon
		3/30/2017	7294	100-0801-521.34-03	12.72	Exxonmobil

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CARDMEMBER SERVICE...	57173...	3/30/2017	7304	100-0801-521.34-03	34.84	Moosejaw Pizza
		3/30/2017	7562	100-0801-521.29-04	887.76	Paypal
		3/30/2017	7591	743-0403-513.30-15	39.95	Amazon
		3/30/2017	7734	100-0801-521.34-03	15.67	Culver's
		3/30/2017	7960	100-0601-551.24-03	46.43	Amazon Library Projector
		3/30/2017	7978	100-0801-521.19-03	45.95	Galls
		3/30/2017	8109	100-0601-551.30-16	50.00	Facebook
		3/30/2017	8332	100-1001-514.34-02	299.00	EB Energy/Training
		3/30/2017	8465	824-0807-521.30-15	46.98	Pet Supplies
		3/30/2017	8737	100-0801-521.32-02	150.00	Paypal
		3/30/2017	8751	743-0403-513.24-04	78.98	Amazon
		3/30/2017	8798	100-0703-553.24-05	592.87	Menards/Jefferson Launch
		3/30/2017	8822	743-0403-513.30-15	257.50	Amazon
		3/30/2017	8836	100-0601-551.30-16	21.99	Tom's Drive In
		3/30/2017	8930	100-0202-512.21-06	7.00	DOJ/Background Check
		3/30/2017	9058	100-0801-521.29-04	17.31	Del City
		3/30/2017	9248	100-0801-521.34-02	1.00	PP*WPLF
		3/30/2017	9294	824-0807-521.30-15	78.18	Tailwagger's
		3/30/2017	9322	100-0801-521.30-15	245.40	Qualification Targets
		3/30/2017	9441	100-0801-521.30-15	52.60	Amazon
		3/30/2017	9448	100-0801-521.34-03	30.23	Great Dane
		3/30/2017	9450	100-0918-531.34-03	81.00	Lodging/Gov Conf
		3/30/2017	9467	100-0601-551.24-03	329.00	Amazon Co E Sound Receiver
		3/30/2017	9482	100-0601-551.30-14	(14.66)	Credit
		3/30/2017	9740	100-1003-541.30-15	208.41	Home Depot/Tools
		3/30/2017	9793	100-0601-551.30-14	3.14	ITunes
		3/30/2017	9829	100-0601-551.30-11	17.30	USPS
		3/30/2017	9842	100-0601-551.30-14	14.66	ITunes
		3/30/2017	9880	100-0801-521.29-04	108.00	Automotive Products
	Total for check: 57173				10,874.59	

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CDW GOVERNMENT INC	57174	3/30/2017	HBT5342	743-0403-513.30-15	3,930.00	Netgear
			Total for check: 57174		3,930.00	
COMPLETE OFFICE OF WISCONSIN	57175	3/30/2017	772485	100-0801-521.30-10	231.99	Supplies
			Total for check: 57175		231.99	
FBINAA WISCONSIN CHAPTER	57176	3/30/2017	TRAIN REGISTER	100-0801-521.34-02	85.00	Training Registration
			Total for check: 57176		85.00	
FELDMANN INC	57177	3/30/2017	0116554-IN	100-0703-553.30-18	45.00	Roll Material
		3/30/2017	0116903-IN	100-0703-553.30-18	31.00	Roll Material
			Total for check: 57177		76.00	
FLEETSOFT LLC	57178	3/30/2017	103464	743-0403-513.24-04	1,894.00	Annual Maint & Support
			Total for check: 57178		1,894.00	
GERBER LEISURE PRODUCTS INC	57179	3/30/2017	4026	100-0703-553.30-15	915.00	Table
			Total for check: 57179		915.00	
GRAEF	57180	3/30/2017	0092043	470-0703-553.82-02	1,029.71	Loop the Lake
		3/30/2017	0092044	470-0703-553.82-02	12,962.68	Loop the Lake
			Total for check: 57180		13,992.39	
GRAINGER INC	57181	3/30/2017	9379914683	731-1022-541.30-15	649.99	Cylinder
			Total for check: 57181		649.99	

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GRAY'S INC	57182	3/30/2017	33943	100-1006-541.30-15	1,894.52	Supplies
			Total for check: 57182		1,894.52	
GREEN BAY PRESSURE SYSTEMS LLC	57183	3/30/2017	11445	731-1022-541.24-04	609.84	Supplies
			Total for check: 57183		609.84	
GUNDERSON CLEANERS	57184	3/30/2017	467024	100-0801-521.30-13	34.66	Mats/Towels
			Total for check: 57184		34.66	
HORST DISTRIBUTING INC	57185	3/30/2017	62666-000	731-1022-541.38-03	212.89	Belts
			Total for check: 57185		212.89	
JX ENTERPRISES INC	57186	3/30/2017	G-270320032	731-1022-541.38-03	(52.87)	CREDIT
		3/30/2017	G-270320034	731-1022-541.38-03	196.86	Valve
		3/30/2017	G-270340015	731-1022-541.38-03	84.51	Valve Control/Door Strap
		3/30/2017	G-270340025	731-1022-541.38-03	133.74	Valve
		3/30/2017	G-270340027	731-1022-541.38-03	(196.86)	Credit
		3/30/2017	G-270370024	731-1022-541.38-03	18.22	Clamp
			Total for check: 57186		183.60	
KUNDINGER INC	57187	3/30/2017	50422692	731-1022-541.38-03	25.40	Adapter/Connector/Elbow
		3/30/2017	G-270320034	731-1022-541.38-03	196.86	Valve
		3/30/2017	G-270340025	731-1022-541.38-03	133.74	Relay Valve
		3/30/2017	G-270340027	731-1022-541.38-03	(196.86)	CREDIT
		3/30/2017	G-270370024	731-1022-541.38-03	18.22	Clamp
			Total for check: 57187		177.36	
LEVENHAGEN CORPORATION	57188	3/30/2017	062039A-IN	100-0000-131.00-00	9,744.85	Fuel
			Total for check: 57188		9,744.85	

AP Check Register

Check Date: 3/30/2017

Date: 3/30/2017

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MARCO TECHNOLOGIES LLC	57189	3/30/2017	INV4119748	743-0403-513.29-01	7.63	1st Floor Copier Usage
			Total for check: 57189		7.63	
MARCO TECHNOLOGIES LLC	57190	3/30/2017	53453979	743-0403-513.29-01	147.42	1st Floor Copier Agrmt
			Total for check: 57190		147.42	
MATTHEWS TIRE & SERVICE CENTER	57191	3/30/2017	42736	731-1022-541.38-02	76.00	Tires
			Total for check: 57191		76.00	
MCNEILUS TRUCK & MFG COMPANY	57192	3/30/2017	3415045	731-1022-541.38-03	148.75	Thermo Sleeve
		3/30/2017	3419098	731-1022-541.38-03	(884.62)	CREDIT
		3/30/2017	3428699	731-1022-541.38-03	27.57	Pads
		3/30/2017	3443276	731-1022-541.38-03	375.47	Rollers/Pins
		3/30/2017	3495978	731-1022-541.38-03	60.81	Belt
		3/30/2017	3525450	731-1022-541.38-03	260.44	Rollers
		3/30/2017	3546193	731-1022-541.38-03	189.76	Arm
			Total for check: 57192		178.18	
MENARDS-APPLETON EAST	57193	3/30/2017	11261	100-0801-521.24-03	1.98	Supplies
				100-0920-531.30-13	6.99	Supplies
				731-1022-541.24-03	279.98	Supplies
		3/30/2017	11464	100-0801-521.24-03	127.92	Supplies
		3/30/2017	11521	731-1022-541.24-03	83.67	Supplies
			Total for check: 57193		500.54	
MENASHA NEENAH MUNICIPAL COURT	57194	3/30/2017	MNMC	100-0000-201.03-00	174.00	Bond Report #17-0047
			Total for check: 57194		174.00	
MENASHA UTILITIES	57195	3/30/2017	MENASHA UTILITY	100-0000-123.00-00	18.08	Electric
				100-0304-562.22-03	19.89	Electric

AP Check Register
Check Date: 3/30/2017

Date: 3/30/2017

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
MENASHA UTILITIES...	57195...	3/30/2017...	MENASHA UTILITY...	100-0305-562.22-05	12.38	Water
				100-0305-562.22-06	9.90	Storm
				100-0703-553.22-03	517.99	Electric
				100-0703-553.22-05	122.40	Water
				100-0703-553.22-06	486.77	Storm
				100-1001-514.22-03	1,323.06	Electric
				100-1001-514.22-05	484.60	Water
				100-1008-541.22-03	261.76	Electric
				100-1012-541.22-03	93.62	Electric
				100-1013-541.22-03	37.68	Electric
				100-1013-541.22-06	239.26	Storm
				100-1014-543.22-06	70.13	Storm
				100-1019-552.22-03	319.81	Electric
				207-0707-552.22-03	291.22	Electric
				207-0707-552.22-05	34.42	Water
				207-0707-552.22-06	64.36	Storm
				485-0304-562.22-06	63.53	Storm
				501-0304-562.22-06	351.79	Storm
				601-1020-543.22-03	131.61	Electric
				625-0304-562.22-03	8.24	Electric
				743-0403-513.21-04	167.75	Internet Charge
					2,310.40	Dark Fiber Charge
				Total for check: 57195	7,440.65	
MBM	57196	3/30/2017	IN173409	743-0403-513.29-01	211.10	February Printer Charges
			IN174383	743-0403-513.29-01	132.03	PD Copier February
			Total for check: 57196		343.13	
NOTT COMPANY	57197	3/30/2017	2804591-00	731-1022-541.38-03	4.44	Supplies
			Total for check: 57197		4.44	

AP Check Register
Check Date: 3/30/2017

Date: 3/30/2017

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
REVIZE LLC	57198	3/30/2017	5259	743-0403-513.21-04	1,550.00	Website Project
			Total for check: 57198		1,550.00	
SANDEE SCOVRONSKI	57199	3/30/2017	SCOVRONSKI	100-0702-552.30-18	28.22	Supplies
			Total for check: 57199		28.22	
SMT MANUFACTURING & SUPPLY	57200	3/30/2017	0044685-IN	731-1022-541.38-03	12.20	Supplies
			Total for check: 57200		12.20	
STAPLES BUSINESS ADVANTAGE	57201	3/30/2017	3332876722	100-0201-512.30-10	15.87	Supplies
				100-0204-512.30-10	7.97	Supplies
				100-0405-513.30-10	15.18	Supplies
		3/30/2017	3332876723	100-0201-512.30-10	14.67	Supplies
			Total for check: 57201		53.69	
SUNGARD PUBLIC SECTOR INC	57202	3/30/2017	134500	743-0403-513.24-04	2,806.00	April Maintenance
			Total for check: 57202		2,806.00	
UNIFIRST CORPORATION	57203	3/30/2017	097 0231356	731-1022-541.20-01	196.55	Coveralls/Shirts/Pants
			Total for check: 57203		196.55	
US POSTAL SERVICE	57204	3/30/2017	CUST #08022546	100-0000-133.00-00	3,000.00	Postage
			Total for check: 57204		3,000.00	
VERIZON WIRELESS	57205	3/30/2017	9781376332	100-0601-551.22-01	17.32	Cell Phones
				100-0703-553.22-01	43.15	Cell Phones
				100-0801-521.22-01	10.39	Cell Phones

AP Check Register

Check Date: 3/30/2017

Date: 3/30/2017

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>	
VERIZON WIRELESS...	57205...	3/30/2017...	9781376332...	100-1001-514.22-01	10.39	Cell Phones	
			Total for check: 57205		81.25		
WCA GROUP HEALTH TRUST	57206	3/30/2017	WCA GROUP	100-0000-204.08-00	115,942.23	Active Employees	
				100-0000-204.11-00	9,199.79	Bank Sick Retirees	
			Total for check: 57206		125,142.02		
WE ENERGIES	57207	3/30/2017	2170 PLANK RD	100-0703-553.22-04	9.57	Heating	
		3/30/2017	WE ENERGIES	100-0000-123.00-00	593.06	Bill N-M Fire	
				100-0601-551.22-04	1,855.27	Library	
				100-0703-553.22-04	531.71	Parks	
				100-0704-552.22-04	247.75	Pool	
				100-0801-521.22-04	818.99	PD	
				100-0920-531.22-04	177.58	Senior Center	
				100-1001-514.22-04	583.95	City Hall	
				207-0707-552.22-04	43.22	Marina	
				731-1022-541.22-04	2,433.78	Garage	
		3/30/2017	WE/STREET LIGHT	100-1012-541.22-03	1,089.23	Street Lights	
			Total for check: 57207		8,384.11		
WELLS FARGO FINANCIAL LEASING	57208	3/30/2017	5003804381	743-0403-513.29-01	142.77	PD Copier Agreement	
			Total for check: 57208		142.77		
WINNEBAGO COUNTY CLERK OF COURTS	57209	3/30/2017	WINNEBAGO	100-0000-201.03-00	150.00	Bond	Report #17-0805
			Total for check: 57209		150.00		
WINNEBAGO COUNTY TREASURER	57210	3/30/2017	WINN/DOG LIC	100-0000-201.03-00	1,398.75	Dog Licenses	11201-11575, 13801-13850
			Total for check: 57210		1,398.75		

AP Check Register
Check Date: 3/30/2017

Date: 3/30/2017

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>	
WINNEGAMIE DOG CLUB	57211	3/30/2017	RENTAL	100-0204-512.29-06	300.00	Rental 4/4/17	Polling Place
Total for check: 57211					300.00		
WISCONSIN SUPPORT COLLECTIONS	57212	3/30/2017	20170330	100-0000-202.03-00	711.51	PAYROLL SUMMARY	
Total for check: 57212					711.51		
ZANDER PRESS INC	57213	3/30/2017	78455	100-0702-552.29-01	4,617.97	Printing - Guide	
Total for check: 57213					4,617.97		
					226,542.44		



March 30, 2017

Kendra Rettke
1837 W. Roselawn Dr.
Appleton, WI 54914

Re: City of Menasha Alcohol Operators License Application

Dear Ms. Rettke,

In conducting a background investigation on your Alcohol Operator's License application, I have determined that you have two Adult Underage Alcohol convictions from offenses on 01/20/2013 and 10/24/2014. In addition, you have a Blood Alcohol Content violation conviction from an offense dated 09-05-2015. These offenses are substantially related to the license for which you have applied for. Under City of Menasha Policy Guidelines for Alcohol Operator Licenses, you are considered a Habitual Offender and do not qualify for a license because you have been convicted of 3 offenses which substantially relate to an Alcohol Operator License within the previous 5 years.

Engaging in bartending involves the purchase and sale of a closely regulated substance, alcohol. Individuals granted an Operator's License must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunken driving laws and assist with minimizing disturbances of the peace and maintaining the safety of the community. The incidents you have been convicted of and your disregard for following the law, as demonstrated by your past convictions involving the use of alcohol, substantially relate to the license for which you have applied.

The Police Department is recommending to the Common Council that they deny your application for an Alcohol Operator's License within the City of Menasha. The recommendation will be given to the Common Council at their next meeting on April 3, 2017 at 6:00 p.m., or shortly thereafter. Should you wish to provide comment to the Common Council on your application, you may do so during the public participation portion of the meeting.

Sincerely,

Lt. Larry Bonneville
Investigative Services
Menasha Police Department



To: Menasha Common Council
From: Jenny Groeschel Police Records
RE: Beverage Operator License (Bartender) Applicants
Date: 03-30-17

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 2015-2017 licensing period:

Sarah Roberts
Sarah Aeby
Lisa Bauer
Joseph Chouinard
Luis Arguello
Debra Floyd

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

Kenda Rettke

cc: chief via email

CITY OF MENASHA
ALCOHOL OPERATORS LICENSE APPLICATION

Establishment of Employment Redliner

TEMPORARY PROVISIONAL REGULAR ☒ RENEWAL

Name Rettke Kendra Miranda Katelynn
Last First Middle

Address 1837 W. Roselawn Dr Appleton WI 54914
Street City State/Zip Code

Phone

Height Weight Eyes Hair Sex Race

Birth Date Age Birthplace

Scars, Marks, Tattoos

Drivers License No. State of Issue

Expiration Date

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

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

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

Have you ever been convicted of a felony? no

Have you ever been convicted of a misdemeanor? no

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

Have you ever been convicted of any law, statute, or ordinance pertaining to the use or sale of alcohol (including drinking alcohol underage)? yes

Have you ever been convicted of any law, statute, or ordinance pertaining to the possession, use, or sale of illegal drugs? no

Have you ever been convicted of a criminal traffic offense? yes?

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

SIGNATURE Kendra Rettke Date 2/22/2017

Approved Denied ☒ Expiration Date

Chief of Police Det. Jerry B... Date 3-29-17

Comments: City Guidelines As A Habitual Offender

REVOKED FOR VIOLATION: 3 or more substantially related events with last 5 years.

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

Pending DUI Charge in Black Creek from 2015.
Went to court in March of 2016.
Instructed to go to treatment and come
back for final charges. Completing treatment.
Waiting for final court date to be convicted.

4 Underage Drinkings from 15-19.
All paid for / classes taken.

Wisconsin Responsible Beverage Server Training

Kendra Rettke

has met all training requirements and successfully completed the above course and/or exam.

Date of Completion: 03/21/2017



Authorized Signature

CITY OF MENASHA POLICY GUIDELINES FOR OPERATOR LICENSES

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

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

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

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

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

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

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

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

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

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

- **Guideline 1.** Provided the offense is substantially related to the circumstances of the license activity, circumstances of the offense substantially relate to the circumstances of the job or licensed activity, **any person who has been convicted of any FELONY, unless duly pardoned, does not qualify for an operator’s license.** Sec. 125.04(5)(b), Wis. Stats. (To the extent the other guidelines reference a specific offense; this guideline shall apply if the offense constitutes a *felony*.)
- **Guideline 2.** Provided the circumstances of the offense substantially relate to the circumstances of the job or licensed activity, **offense is substantially related to the circumstances of the licensed activity**, any person who has been convicted of or has a current charge pending, for two (2) or more offenses within the last five (5) years or for two (2) or more offenses, arising out of separate incidents, within the last five (5) years in the following subcategories, does not qualify for an operator’s license:
 - Violent crimes against the person of another, including but not limited to battery, criminal disorderly conduct, sexual assault, injury by negligent use of a vehicle, intimidation of a victim or witness.
 - Crimes involving cooperation (or lack thereof) with law enforcement officials, including but not limited to, resisting or obstructing a police officer, bribery of public officers/employees, eluding police, bail jumping, hit and run, perjury, or acts/threats of terrorism.
 - Manufacturing, distributing, delivering a controlled substance or a controlled substance analog; maintaining a drug trafficking place; possessing with intent to manufacture, distribute, or deliver a controlled substance or a controlled substance analog. Sec. 111.335(1)(c), Wis. Stats.
- **Guideline 3.** Provided the circumstances of the offense substantially relate to the circumstances of the job or licensed activity, offense is **substantially related to circumstances of the license activity**, any person who has been convicted of or has a current charge pending, for two (2) or more offenses, arising out of separate incidents, within the last three (3) years in the following subcategories, does not qualify for an operator’s license:
 - Disorderly conduct, criminal damage to property, solicitation of prostitution or other prostitutions-related offenses, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.
 - Alcohol beverage offenses (under Wis. Stat. Ch. 125 or Menasha City Ordinances).

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

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

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

documents submitted to the Common Council and may not be statements of the applicant at the time of the hearing.

- The reason for any recommendation of approval of an operator's license application under this paragraph must be clearly stated in the record.
- **Guideline 6.** If the Police Chief recommends denial of an operator's license application, the reasons for the denial must be clearly stated on the record and shall be consistent with the criteria outlines above.



MEMORANDUM

DATE: March 30, 2017
TO: Common Council
FROM: Debbie Galeazzi, Clerk
SUBJECT: Plank Pub, LLC, d/b/a Plank Road Pub
800 Plank Road, Menasha

An application for a “Class B” Intoxicating Liquor and Fermented Malt Beverage for the 2016-2017 liquor licensing year has been submitted by Plank Pub, LLC, d/b/a Plank Road Pub for the premises at 800 Plank Road, Menasha.

In accordance with Section 7-2-8 of the City Code, the Police Department completed a background check and has no objections. The Fire Department, Health Department, and Building Inspectors have inspected the property and have no reason to hold up the liquor license approval.

Staff recommends approving the “Class B” Intoxicating Liquor and Fermented Malt Beverage license.

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning April 3 20 17
ending June 30 20 17

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): Plank Pub, 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	<u>member</u>	<u>Kimberly A. Haubach</u>	<u>2323 Palisades</u>	<u>Appleton 54915</u>
Vice President/Member	<u>member</u>	<u>Steven R. Vanfossen</u>	<u>2278 Frasier Firth</u>	<u>Appleton 54913</u>
Secretary/Member				
Treasurer/Member				
Agent		<u>Kimberly Ann Haubach</u>		
Directors/Managers				

3. Trade Name Plank Road Pub Business Phone Number _____
4. Address of Premises 800 Plank Rd. Post Office & Zip Code Menasha, WI 54952

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 employee 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 3-7-17 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, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Upper and Lower bar 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? Hot Brass LLC, d/b/a The Locker Room
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [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

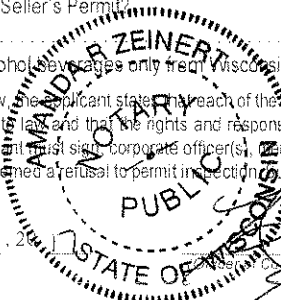
READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the 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 and refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 10 day of March

Amanda R. Ziemert
(Clerk/Notary Public)

My commission expires 04-16-2019



[Signature]
(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 <u>3/10/17</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

8c

Kimberly Halbach - Cinderella 21, LLC

Steven Vanfossen - Cinderella 21, LLC
Scuba's Pourhouse



AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
HALBACH		KIMBERLY		A	
Home Address (street/route)		Post Office	City	State	Zip Code
2323 Palisades		Appleton	Appleton	WI	54915
Home Phone Number		Age	Date of Birth	Place of Birth	
(920) 342-6161					

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 of Plank Pub, LLC
(Officer/Director/Member/Manager/Agent) (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:

- How long have you continuously resided in Wisconsin prior to this date? 35 years
- 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.)
- 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.
- 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: Cinderella21, LLC - 1151 Valley Rd Menasha - Liquor Class B
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee 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)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Cinderella21, LLC	1151 Valley Rd Menasha	2/2015	current
Ear, Nose + Throat Surgical	1520 N. Meade St App	11/2008	current

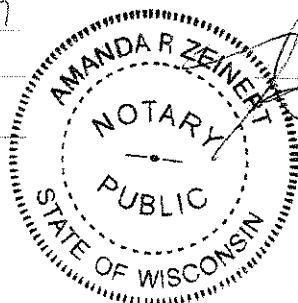
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that 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 10 day of March, 2017

Amanda R. Zement
(Clerk/Notary Public)

My commission expires 04-16-2019



[Signature]
Signature of Named Individual



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Recycled Paper

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print)		(last name)	(first name)	(middle name)
Van fossen		Steven	R	
Home Address (street/route)	Post Office	City	State	Zip Code
2278 Frasier fir Ln	Appleton	Appleton	WI	54913
Home Phone Number	Age	Date of Birth	Place of Birth	
(920) 843-3500				

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 of Plank Pub, LLC of Plank Pub, LLC
(Officer/Director/Member/Manager/Agent) (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:

- How long have you continuously resided in Wisconsin prior to this date? 51 YRS
- 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.)
- 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.
- 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: Scubas Purchase - 1309 E. Wisconsin Ave 54911
Cinderella LLC - 1151 Valley Rd Appleton 54912
- Do you hold and/or are you an officer, director, stockholder, agent or employee 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
Scubas LLC	1309 E. Wisconsin	2012	Present
Cinderella LLC	1151 Valley Rd	2016	Present

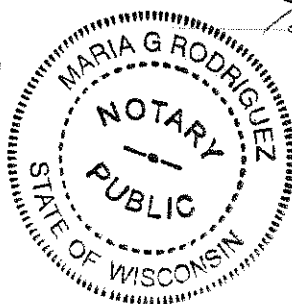
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that 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 10 day of March, 2017
Maria G. Rodriguez
(Clerk/Notary Public)

My commission expires May 9, 2020

(Signature of Named Individual)



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Wisconsin Department of Revenue

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT
ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town _____ Village _____ of Menasha County of Winnebago
City

The undersigned duly authorized officer(s)/members/managers of Plank Pub, LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Plank Road Pub
(trade name)

located at 800 Plank Rd, Menasha

appoints Kimberly Halbach
(name of appointed agent)

111 Value Dr, Appleton, WI 54915
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Cinderella 21, LLC - Menasha, WI

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 35 years

Place of residence last year 111 Value Dr, Appleton, WI 54915

For: Plank Pub, LLC
(name of corporation/organization/limited liability company)

By: Kimberly Halbach
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

Kimberly Halbach
(print type agent's name) hereby accept this appointment as agent for the

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Kimberly Halbach
(signature of agent) (date)

111 Value Dr, Appleton, WI 54915
(home address of agent) Agent's age _____ Date of birth _____

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 3/14/17 by Larry Bonneville Title LT - Police Dept.
(date) (signature of proper local official) (town chair, village president, police chief)



MEMORANDUM

Date: March 30, 2017
To: Common Council
From: Debbie Galeazzi, Clerk
Subject: Outdoor Extension of "Class B" License-Plank Pub, LLC.

In accordance with Section 7-2-17 of City of Menasha Municipal Code, Plank Pub, LLC d/b/a Plank Road Pub, 800 Plank Road, Menasha has submitted an application for extension of "Class B" license for the 2016-2017 licensing period requesting outdoor serving of alcoholic beverage on a deck/patio. The premise meets all the requirements of Section 7-2-17.

Staff recommends the application be approved for the 2016-2017 licensing year.



MEMORANDUM

DATE: March 30, 2017
TO: Common Council
FROM: Debbie Galeazzi, Clerk
SUBJECT: Change of Agent for Neenah-Menasha Knights of Columbus

A change of agent from Dale Berken to Michael A. Goble has been requested by Neenah-Menasha Knights of Columbus, 746 Third Street, Menasha. All proper paperwork has been filed with the Clerk's office. A check of municipal and state criminal records on Mr. Goble was completed by the Police Department. Based on the information received, the Police Department has no objection to the new agent appointment.

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7/1/17 ending: 6/30/18
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of Menasha

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

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation ☒ Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company N-M KofC BLDG ASSOC

Address of Corporation/Limited Liability Company (if different from licensed premises)

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>ROBERT STRECK</u>	<u>N 8990 LAKE PARK RD</u>	<u>MENASHA 54952</u>
Vice President/Member	<u>KEN DANIELSON</u>	<u>2256 LARKSPUR DR</u>	<u>APPLETON 54915</u>
Secretary/Member	<u>DICK MULLARD</u>	<u>348 MARK CT</u>	<u>NEENAH 54956</u>
Treasurer/Member	<u>FRED DANIEL</u>	<u>805 HARDING ST</u>	<u>MENASHA 54952</u>
Agent	<u>MIKE COBLE</u>	<u>132 1/2 ENDA AVE</u>	<u>NEENAH 54956</u>
Directors/Managers			

C. 1. Trade Name KNIGHTS OF COLUMBUS

Business Phone Number (920) 725-5202

2. Address of Premises 746 THIRD STREET

Post Office & Zip Code MENASHA 54952

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☐ Yes ☒ No

4. 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, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) MAIN FLOOR BAR AREA

5. Legal description (omit if street address is given above):

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ No

b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin income or Franchise Tax return of the licensee? If not, explain. ☐ Yes ☒ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? (phone (608) 266-2776) ☒ Yes ☐ No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ 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.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 27th day of March, 2017

Reborah A. Malcuzzi
(Clerk/Notary Public)

My commission expires 9-11-2020

Frederick Daniel
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)
Robert Streck
(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. <u>3/27/17</u>	Date reported to council/board.	Date license granted.
License number issued.	Date license issued.	Signature of Clerk / Deputy Clerk.

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT
ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town
☐ Village of MENASHA County of WINNEBAGO
☒ City

The undersigned duly authorized officer(s)/members/managers of Knights of Columbus 1838
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Knights of Columbus
(trade name)

located at 746 Third St, Menasha, WI

appoints MICHAEL A. GOBLE
(name of appointed agent)

132 1/2 EDNA AVENUE, NEENAH, WISCONSIN 54956
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 13 YEARS

Place of residence last year: 132 1/2 EDNA AVENUE, NEENAH, WISCONSIN 54956

For: Knights of Columbus 1838
(name of corporation/organization/limited liability company)

By: [Signature]
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, MICHAEL A. GOBLE, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 3/27/2017 Agent's age _____
(signature of agent) (date)

132 1/2 EDNA AVENUE, NEENAH, WISCONSIN 54956 Date of birth _____
(home address of agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on: 3/29/17 by Larry Bonnevillie Title Lt. Police Dept
(date) (signature of proper local official) (town chair, village president, police chief)



MEMORANDUM

Date: February 27, 2017

To: Common Council

From: Pamela A. Captain, City Attorney

RE: ^{PAC} Wisconsin Technology Networking, LLC (aka Mobilite) **Follow-up**

The Common Council postponed this item on its last agenda to its March 6th meeting due to questions posed by some members of the council. Attached please find a copy of the answers from Mobilite's representative to the questions posited. Contact has also been made with the Cities of Appleton and Neenah. The City of Neenah is in the process of negotiation and has location requests to install two 120' and one 75' poles. The City of Appleton is currently working with Mobilite and has a number of location requests pending. Three applications for 75' poles are expecting approval soon.

To reiterate where we are now, Mobilite has intentions on installing 3 new poles in the right of way as follows (for your reference photo simulations are attached):

1. 1700 Block of S. Appleton Rd. (120')
2. Milwaukee Street south of 6th Street (120')
3. Parkside south of Midway (75')

The questions for the common council are:

1. Does the council have a preference as it relates to the maximum height of the poles? 120' versus 90' (Mobilite informs us that the higher poles will require fewer poles/pole attachments for the project as a whole.) Thus far staff has been working with Mobilite to minimize the number of new poles. No action is required unless the council disagrees with this approach. The company has indicated that it could install smaller facilities (90'), if desired, but that will require a larger number of facilities.
2. Does the council want staff to work with Mobilite to address both types of installations – within the right-of-way and on city poles? If so, a motion is requested authorizing staff to enter into a license agreement with Mobilite (WITN) upon terms and conditions acceptable to Menasha Utilities.



MEMORANDUM

Date: February 16, 2017

To: Common Council

From: Pamela A. Captain, City Attorney

RE: Wisconsin Technology Networking, LLC (aka Mobilite)

Wisconsin Technology Networking, LLC (WITN) indicates that it is an alternative telecommunications utility regulated by the Wisconsin Public Service Commission (WPSC). See attached letter to Director of Public Works.

WITN initially submitted written applications to install three poles within the City's right of way at these locations:

1. 1700 Block of S. Appleton Rd. (120')
2. 300 Block of S. Appleton St. (120')
3. Midway Road near intersection of Hwy. 47
4. 515 W. Schindler Pl. (City of Appleton)

The public works and/or utility departments manage the location and installation of these types of facilities in the City of Menasha through the use of excavation and street privilege permits. With attachments on city poles, the utility requires, among other things, a license agreement. Municipalities are limited pursuant to §196.58, Wis. Stats., to regulations that are not "unreasonable" in the eyes of the WPSC. A regulated utility may appeal any regulation, resolution, term, condition or contract imposed by a municipality to the WPSC. If the WPSC finds something "unreasonable" it is voided, be it an ordinance, contract or the like.

The initial proposed installations submitted by WITN were denied for a variety of reasons and a letter was sent requesting to meet with WITN representatives in an effort to gain an understanding of WITN's long-range plans and seek more appropriate locations consistent with the zoned areas. Several meetings and discussions took place and a consensus reached on alternative locations for the second two poles. The location of the pole on S. Appleton Rd., was previously investigated and approved. The final sites selected were as follows:

1. 1700 Block of S. Appleton Rd. (120')
2. Milwaukee Street south of 6th Street (120)
3. Parkside south of Midway (75)

WITN has intentions on installing additional facilities within the City of Menasha and this region. Their project starts with larger poles on a macro level and moves to smaller poles/facilities at a micro level and within neighborhoods. The company has indicated that it could install smaller facilities, if desired, but that will require a larger number of facilities. WITN is not interested in installing its facilities on other city property. Staff has indicated a preference to have fewer facilities installed.

Staff has been working with WITN to put together a licensing agreement to address both types of installations – within the right-of-way and on city poles.

This information is being provided:

1. To inform the council and the public about this project;
2. To ask the council if it has a preference as to “large and fewer” poles versus “small and more” poles;
3. To seek authority to enter into a license agreement with WITN upon terms and conditions acceptable to Menasha Utilities.

Pamela Captain

From: Brentt Michalek <BMichalek@mobilitie.com>
Sent: Friday, February 24, 2017 8:54 AM
To: Pamela Captain
Cc: Marlowe Marsh; Neil Bora
Subject: RE: Wisconsin Technology Networking LLC
Attachments: ML90XCMNAB-photosim.jpg; ML90XCMNSC-photosim.jpg; ML90XSH16C - photosim.jpg

Pamela,

I entered Mobilitie's answers below in green, and have attached the photo simulations you requested.

1. What is the company's 5 year plan? 10 year plan? (Alderman Taylor)
We are building a wireless backhaul transport system to densify network. As technology changes, so does the infrastructure to support it. This is the only thing we know for the time being.
2. Will the company place safety barricades/devices in front of poles as a safety measure? (Alderman Taylor) We typically do not, some jurisdictions have requested us to do so, and we can include them, but that is just more clutter in your Right-of-Way. If that is something you require of other poles in the ROW we can do it as well. Our few poles are likely less than 1 percent of the current poles in your ROW.
3. What is the total projected number of poles (and include sizes) to be installed in the City of Menasha? (Alderman Spencer) At this point we are looking at 3 poles, which is similar to Neenah, 2 Transports of 120' and 1 Small Cell of 75'. There is a possibility of another small cell location, but as of now there is no actual plans for it. No other poles are proposed at this time, however as the project is completed over the next few years and the need becomes greater for additional poles we will come back to the city.
4. What is the total projected number of pole attachments to be installed in the City of Menasha? (Alderman Spencer) This is uncertain as the poles are place and data usage continues to rise more pole would be needed. However immediate buildout is only 3.
5. What is the difference in the number of poles (including attachments to poles) between using the 120' versus 90' poles? (Alderman Spencer) The difference is unclear. When it comes to Small Cells 40' vs 75' typically expands the need for more poles. But with Transports it is based on the number of small cell linking to them for streaming of data. I often answer in this fashion...Green Bay had an initial buildout of 4 TR and 18 small cells. Of the small cells several had to be lowered and done as attachments to existing street poles. This increase the total number of poles by 4. It is not necessarily a one to one ratio but a build out perspective our RF engineers work through for coverage. By changing one variable that affects all others. In the case of Menasha there are many poles in surrounding jurisdictions. Changing of any of these may influence Menasha as well.
6. Will the company use the City's current tower at its public works facility instead of a new tower? What about the water tower? (Alderman Taylor) We are a CLEC-ATU company working within the right-of-way as identified in our petition being granted by the Public Service Commission. Those facilities should be reserved for cellular carriers not transport facilities like ours. If a pole were to be located on government property we would ask that the same rights afforded other utilities be granted to us at those locations as well. If attachments to city owned street poles are desired for our small cell poles that can be worked through the agreement.
7. With future applications will the company work with the City/Utility if alternate locations are requested? (Alderman Nichols) Yes that is what we did with the 75' pole in front of the Piggly Wiggly on Midway Road. We were asked by staff to move it to a side road and we did. We also looked for alternatives for the 120' pole and moved it off of 3rd street and on to Milwaukee in a more industrial area. Our company prides itself in working with jurisdictions. Any new poles being proposed we will bring them to staff as a first step in the approval for those new poles.

8. Will the company agree to installation of poles after-hours only? (Alderman Taylor) Please give detail as to the afterhours? We can work around any schedule the city desires. We would prefer however to take these on a site by site basis, and honor the City's desire.
9. There were also questions concerning insurance (Alderman Taylor) and removal at the end of the term/abandonment (Alderman Nichols). I informed the council that these items have already been discussed with the company. Yes, this would be addressed in the agreement.

This looks like a great path forward. I agree that working on the agreement and including certain things that would ease the City's concern is great. I am requesting that we get the process moving forward. Would it be possible to get excavation permits pending the agreement for the three agreed upon sites?

Brentt Michalek | NRE Permitting Manager | mobile 920-328-4948







**MASTER LICENSE AGREEMENT BETWEEN
THE CITY OF MENASHA AND
WISCONSIN TECHNOLOGY NETWORKING, LLC,
FOR THE USE OF PUBLIC RIGHTS-OF-WAY**

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**MASTER LICENSE AGREEMENT BETWEEN
THE CITY OF MENASHA AND
WISCONSIN TECHNOLOGY NETWORKING, LLC,
FOR THE USE OF PUBLIC RIGHTS-OF-WAY**

This MASTER LICENSE AGREEMENT FOR THE USE OF PUBLIC RIGHTS OF WAY ("Agreement") is made and entered into by and between the City of Menasha ("City" or "Licensor"), and Wisconsin Technology Networking, LLC, a Delaware limited liability company ("Licensee"). Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Licensee has requested use of certain locations within the public rights-of-way of the City to install, maintain and operate communications facilities as specified in this Agreement; and

WHEREAS, the City has the power to regulate the public rights-of-way within its territorial boundaries and is willing to permit such use subject to the terms and conditions of this Agreement;

NOW THEREFORE, IN RECOGNITION OF MUTUAL CONSIDERATION, THE ABOVE PARTIES AGREE TO THE FOLLOWING:

SECTION 1. DEFINITIONS

For purposes of this Agreement the following terms shall have the same meanings herein. When not inconsistent with the context, words in the plural number include the singular number, and words in the singular include the plural.

(a) "Annual License Fee" means the annual rate described in Section 5 of this Agreement.

(b) "Backhaul Equipment" means broadband backhaul transmission facilities, whether provided by landline communications infrastructure (including, without limitation, fiber, conduit and related equipment and improvements) ("Landline Backhaul Equipment") and/or wireless communications infrastructure (including, without limitation, wireless microwave and related cables, wires, equipment and improvements) ("Wireless Backhaul Equipment") that interconnects with Wireless Communication Equipment at the Point-of-Demarcation and is for the purpose of providing Backhaul Service.

(c) "Backhaul Service" means communications transport service, whether provided by Landline Backhaul Equipment or Wireless Backhaul Equipment that interconnects with the Wireless Communication Equipment at the Point-of-Demarcation.

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(d) "City Representative" means the then current person at the City that oversees administration of this Agreement, or his/her designee.

(e) "Communication Facility" means Wireless Communication Equipment and/or Backhaul Equipment.

(f) "Communication Service" means Wireless Communication Service and/or Backhaul Service.

(g) "Communication Site" means a location in the Public Rights-of-Way selected for the Communication Facility.

(h) "Communication Site Application" means a document, substantially in the form attached as Exhibit A, which shall identify the location of the proposed Communication Site, describe the characteristics of the proposed Communication Facility installation, and be accompanied by relevant documents to support approval of the proposed installation.

(i) "Communication Sites Inventory" means an accurate and current inventory of all Communication Sites approved by Licensor pursuant to this Agreement.

(j) "Effective Date" means the latest date on which this Agreement is signed by both Parties.

(k) "Point of Demarcation" means the point of where the Wireless Communication Equipment terminate and interconnect with Backhaul Equipment.

(l) "Rights-of-Way" or "Public Rights-of-Way" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, path, public way or place, sidewalk, alley, boulevard, parkway, drive, or other easement now or hereafter-held by the City or over which the City exercises any rights of management control.

(m) "Rights-of-Way Regulations" means all portions of City ordinances that concern the regulation or management of Public Rights-of-Way, which are applicable to all utilities operating within the Public Rights-of-Way.

(n) "Rights-of-Way Manager" means the then current person at the City that oversees the Public Rights-of-Way, or his/her designee.

(o) "Supplemental License" means a document, substantially in the form attached as Exhibit B. Each Communication Site installation will be subject to a Supplemental License.

(p) "Transmission Media" means radios, antennas, transmitters, wires, fiber optic cables, and other wireless transmission devices which are part of the Wireless Communication Equipment.

(q) "Unauthorized Communication Site" means use of Public Rights-of-Way for the installation of Communication Facility on City poles or poles owned by another party, or for the installation of Licensee poles or any other facilities, for which Licensee did not receive approval under this Agreement.

(r) "Unauthorized Installation Charge" means the license fee payable by Licensee to Licensor under this Agreement for an Unauthorized Communication Site.

(s) "Wireless Communication Service" means wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the public in general using spectrum radio frequencies, whether or not licensed by the Federal Communication Commission ("FCC") or any successor agency.

(t) "Wireless Communication Equipment" means the Transmission Media attached, mounted, or installed on a pole located in Public Rights-of-Way, in addition to control boxes, cables, conduit, power sources, and other equipment, structures, plant, and appurtenances between the Transmission Media and the Point-of-Demarcation for the purpose of providing Wireless Communication Service.

SECTION 2. GRANTING CLAUSE

(a) **License to Use Rights-of-Way** – Licensor hereby grants Licensee, a non-exclusive license to use and occupy Rights-of-Way throughout the territorial boundaries of the City, as these boundaries may be adjusted from time-to-time due to annexations, for the permitted uses contemplated under Section 3, subject to the conditions outlined in this Agreement, and as described herein.

(b) **License to Use City Poles** – Licensor also grants Licensee the right to use City poles for the purpose of attaching the Communication Facility based on the then-current inventory of City poles. Access to individual City poles will be determined on a case-by-case basis pursuant to the provisions of this Agreement.

(b) **Non-Exclusive License** – The Licensee's right to use and occupy the Public Rights-of-Way and attach to City poles shall not be exclusive as the City reserves the right to grant a similar use of same to itself or any person or entity at any time during the Term.

SECTION 3. PERMITTED USE OF RIGHTS-OF-WAY

(a) **Provision of Personal Communication Service** – Public Rights-of-Way may be used by Licensee, seven (7) days a week, twenty-four (24) hours a day, only for the installation, construction, use, maintenance, operation, repair, modification,

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replacement and upgrade of the Communication Facility by Licensee from time to time for Wireless Communication Service and/or Backhaul Service or to comply with applicable law, and not for any other purpose whatsoever. This Agreement shall include new types of Wireless Communication Equipment as described in Exhibit C or Backhaul Equipment that may evolve or be adopted using wireless technologies. Modifications that materially affect the number, size, and/or weight of existing attachments shall be described in Exhibit C. Licensee shall, at its expense, comply with all applicable federal and state laws, ordinances, rules and regulations, and Rights-of-Way Regulations in connection with the use of Public Rights-of-Way.

(b) **Installations** – Wireless Communication Equipment and Wireless Backhaul Equipment may be installed only on Licensor's poles under the terms of this Agreement, on poles under the terms of a separate agreement with the owner of such poles, or on Licensee's poles and surrounding space until the Point-of-Demarcation, and Landline Backhaul Equipment may be installed only at the locations and as provided in a Supplemental License executed by the City. If the Communication Facility is to be installed on a Licensee pole, such pole shall be deemed part of the Communication Facility for purposes of this Agreement.

SECTION 4. TERM AND AMENDMENTS

(a) **Term of Agreement** – The term of this Agreement shall be for ten (10) years commencing on the Effective Date and ending at midnight on the last day of the term (the "Term"), provided however that, unless either Party provides written notice to the other Party prior to expiration of the Term that the notifying Party will not renew the Term, the Term will automatically renew for three (3) additional consecutive five (5) year periods, upon the same terms and conditions set forth in this Agreement.

(b) **Supplemental Licenses** – Each Communication Site will be subject to a Supplemental License pursuant to the terms and conditions of this Agreement. The term of each Supplemental License shall be for (5) years commencing on the date the corresponding Communication Site Application is approved as provided hereunder ("Commencement Date"), provided however that, so long as the Term is still in effect, unless Licensee provides written notice to the City prior to the expiration of the then current term that Licensee will not renew the term, the term will automatically renew for consecutive five (5) year periods, upon the same terms and conditions set forth in this Agreement. In no event will the term of any Supplemental License exceed the term of the Agreement as described in Section 4(a) above.

(c) **Termination of Supplemental Licenses** – A Supplemental License may be terminated prior to the expiration of the Term: (i) by Licensor upon notice to Licensee, if Licensee fails to pay any amount when due hereunder concerning the applicable Communication Facility and such failure continues for fifteen (15) days after Licensee's receipt of written notice of nonpayment from Licensor; or (ii) by either Party upon notice to the other Party, if such other Party materially breaches

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any provision of this Agreement concerning the applicable Communication Facility and the breach not cured within sixty (30) days after receipt of written notice of the breach from the non-breaching Party; or (iii) by Licensee, at any time, with or without cause, upon notice to Licensors.

(d) **Effect of Termination** – All Annual License Fees paid prior to the expiration or earlier termination of the Supplemental License shall be retained by Licensors. Within thirty (30) days after such expiration or earlier termination, Licensee shall provide the City Representative with a schedule and timeline for removing the Communication Facility reasonably acceptable to the City Representative, excluding certain subsurface infrastructure, the permanent abandonment of which shall be deemed to occur on the 120th day after removal. When requested by the City to remove facilities, Licensee shall complete such removal within 120 days following receipt of such request, and shall restore the affected site to its pre-installation condition. Provided, however, that permanent abandonment shall not be deemed to occur with respect to any portions expressly excluded from abandonment as specified in a notice from Licensee to Licensors during the 120-day period or as otherwise agreed to in writing between the Parties. Licensee shall continue to be liable to Licensors for the Annual License Fee prorated for every month that such Communication Facility remains in the Rights-of-Way and the Supplemental License shall be deemed to remain in effect until it is removed. Licensee agrees that removal of equipment shall include subsurface infrastructure, and that each affected site will be returned to its pre-installation condition. After such removal, the Supplemental License shall be of no further force or effect and Licensee shall have no further obligations for the payment of Annual License Fees to Licensors in connection therewith.

SECTION 5. LICENSE FEES [To be discussed with City] Mobilitie proposal - One-time fee of \$500 to cover administrative cost of application processing

(a) **Annual License Fee** – The Annual License Fee per Communication Site shall be as provided in the following table depending on the type of Communication Facility thereat:

(b) **Timing of License Fee Payments** – Licensee shall pay in advance to Licensors the Annual License Fee for the

Type of Communication Facility:	Annual License Fee:
Wireless Communication Equipment (or Wireless Backhaul Equipment) on a pole owned by Licensors	
Landline Backhaul Equipment	The City's standard underground utility
coming year for each Communication Site. The Annual License Fee for all Communication Sites installed during any given month will commence and be due on the first day of the following month (the "License Fee Commencement Date"). Thereafter, on each annual anniversary of License Fee Commencement Date, Licensee shall pay Licensors the Annual License Fees.	

(c) **Late Payment Interest** – Any Annual License Fees not paid within fifteen (15) days of notice of non-payment will be assessed a rate of one and one-half (1 ½)% per cent per month from that date.

(d) **Annual License Fees to Licensors** – Licensee shall pay Licensors the fees specified in this Section in the form of a money transfer or a check made out to the order of the City of Menasha and sent to:

SECTION 6. APPROVAL OF COMMUNICATION SITES

(a) **Communication Site Application** – Licensee shall file with the City Representative a Communication Site Application for every proposed Communication Site. Said application form may be modified from time-to-time by the City Representative as deemed necessary in order to more efficiently process applications from Licensee.

(b) **Communication Site Approval Process** – Upon filing of a Communication Site Application, the City Representative shall process the Communication Site Application within ninety (90) days, unless the City Representative and Licensee agree in writing to extend such process.

(1) **Rights-of-Way Determination** – The Licensors will determine whether the location (and any existing pole) identified by Licensee as a Communication Site is within City Rights-of-Way.

(2) **Ownership of City Pole** – The Licensors will confirm the ownership of any City pole identified for installation of the Communication Facility.

(3) **Site Eligibility** – Licensors shall determine whether a requested City pole or the location for the installation for a new pole is eligible as a Communication Site based on space availability or other considerations. In addition, Licensors must determine whether public safety considerations prevent eligibility of a pole as a Communication Site. Concerning a request to install a new pole, Licensors shall determine whether Rights-of-Way Regulations and availability of Rights-of-Way prevent the pole installation at the requested location.

(4) **Review Criteria** – For each Communication Site Application, the City Representative shall:

a. Verify that the Communication Site Application is complete.

b. Review engineering design documents to determine:

i. compliance with contractual requirements under this Agreement; and

- ii. no interference with City public safety radio system, traffic signal light system, or other communications components; and
 - iii. compliance with City pole attachment regulations for traffic light poles, including replacement of an electric meter with dual meters, if and as applicable;
 - iv. structural integrity of a new pole;
 - v. no greater danger is posed to the public health, safety, and welfare by a new pole than is posed by an existing comparable pole in the vicinity.
- c. Determine compliance with any other applicable requirements.

All Communication Site Applications requesting access to a City pole must include a load bearing study to determine whether the attachment of the Communication Facility may proceed without pole modification or whether the installation will require pole reinforcement or replacement. If pole reinforcement or replacement is necessary, Licensee shall provide engineering design and specification drawings, prepared by an engineer licensed in the State of Wisconsin, demonstrating the proposed alteration to the pole.

As appropriate, the City Representative shall require Licensee to make design modifications in order to comply with applicable contractual, regulatory, or legal requirements. Failure to make the requested design modifications shall result in an incomplete Communication Site Application which may not be processed under this Agreement.

(5) Approval of Application – Upon finding that the Communication Site Application is complete and in compliance with all applicable requirements as outlined above, the City Representative shall approve such Communication Site application. The approval of the Communication Site Application requesting to attach to a City pole, or to install a new pole, shall authorize Licensee to proceed to obtain all generally applicable, ministerial permits that are required of all occupants of the Public Rights-of-Way, if required (collectively, “ROW Permit”). Licensee shall comply with the requirements of the Rights-of-Way Regulations. Licensee shall pay all appropriate Wisconsin standard promulgated one-time ROW Permit fees (“ROW Permit Fees”), if required. Licensor may impose on the ROW Permit only those conditions that are necessary to protect structures in the Public Rights-of-Way, to ensure the proper restoration of the Public Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian, bicycle, and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Public Rights-of-Way. In no event shall Licensor treat Licensee's Communication Site Applications or ROW Permit applications in a more burdensome manner than Licensor treats Public Rights-of-Way access permits of all other public utilities and telecommunications services providers. Upon obtaining a ROW Permit, Licensee may proceed to install the Communication Facility in coordination with any affected City departments. Approval of a Communication Site Application related to the use of a pole owned by a third party, shall authorize Licensee to

proceed with attachment process applicable to the pole owner and in accordance with the pole owner's regulations proceed to install the Communication Facility in coordination with any affected City departments.

(6) **Execution of Supplemental License** – Upon approval of the Communication Site Application, the Parties shall execute a Supplemental License, which shall be effective as of the date of application approval.

SECTION 7. CONSTRUCTION WORK-REGULATION BY CITY

(a) **Compliance with Law Required** – The work done by Licensee in connection with the installation, construction, maintenance, repair, and operation of Communication Facility on poles within the Public Rights-of-Way shall be subject to and governed by all pertinent local and state laws, rules, regulations, including the City's Rights-of-Way Regulations, that are applicable to ensuring the work done does not unduly inconvenience the public in the use of the surface of the streets and sidewalks.

(b) **Duty to Minimize Interference** – All pole excavations, construction activities, and aerial installations on poles in the Rights-of-Way shall be carried on as to minimize interference with the use of City's Rights-of-Way and with the use of private property, in accordance with all regulations of the City necessary to provide for public health, safety and convenience.

SECTION 8. CONSTRUCTION, RESTORATION AND MAINTENANCE ACTIVITIES

(a) **Eligibility of City Pole** – Prior to submitting a Communication Site Application related to the use of a City pole, Licensee shall verify with the City and Menasha Utilities the eligibility of the specified pole for attachment of the Communication Facility. In addition, Licensee shall conduct an engineering load bearing study to determine whether the pole can withstand the added weight of the Communication Facility. If the proposed installation will require pole reinforcement or replacement, the engineering design documents included with the Communication Site Application shall include specifications relating to the proposed pole reinforcement or replacement. Construction activities involving pole reinforcement or replacement shall be coordinated with applicable City personnel, and "Menasha Utilities Personnel" and the Rights-of-Way Manager.

(b) **Compliance with Rights-of-Way Regulations** – In the installation, construction, maintenance, upgrade, and operation of Communication Facility, Licensee shall comply with the provisions of the Rights-of-Way Regulations, including but not limited to provisions pertaining to the following activities:

- (1) construction activities related to the installation, maintenance, repair, upgrade, and removal of Communication Facility on existing poles in the Rights-of-Way;

- (2) installation of new poles in the Rights-of-Way;
- (3) cut or otherwise disturb the surfaces of the Rights-of-Way;
- (4) disruption of vehicular and pedestrian traffic on Rights-of-Way to a minimum as reasonably necessary to execute the required work;
- (5) applicable excavation and restoration standards; and
- (6) pavement repairs, which will be made in accordance with City specifications; Licensee understands that repair materials and pole reinforcement and/or replacement, if necessitated by or in conjunction with the Facilities subject to this Agreement, will be the responsibility of the Licensee.

(c) **Submission of Engineering Plans** – Prior to installation, Licensee shall submit engineering plans to the Rights-of-Way Manager for review and approval in accordance with the Rights-of-Way Regulations.

(d) **Identification of Utility Lines** – Prior to beginning any excavation or boring project on Public Rights-of-Way, Licensee engage a utility locator service. Licensee has the responsibility to protect and support the various utility facilities of other providers while conducting construction, installation, and maintenance operations.

(e) **Maintenance and Repair of Communication Facility** – Licensee shall keep and maintain all Communication Facility installed on Public Rights-of-Way in commercially reasonable condition and repair throughout the Term, normal wear and tear and casualty excepted. Licensee shall have the right to conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Communication Facility at any time during the Term.

(f) **Upgrade of Communication Facility** – Licensee shall have the right to upgrade the Communication Facility with next-generation equipment and innovative new technologies. Prior to making any such equipment or technology upgrade that materially changes the size or weight of the Communication Facility, Licensee shall file a Communication Facility Application with the City Representative, who shall review the application for compliance with the permitted use under this Agreement and to verify that the new installation will not cause any interference with City's public safety communications system, traffic light signal system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate. Licensee will address any interference issues prior to approval of such application. Any additional facilities that do not constitute modifications or upgrades to the Communication facilities covered by this agreement will require the submission of an engineering study, prepared by an engineer licensed in the State of Wisconsin, to the City for review.

(g) **Coordination of Maintenance and Equipment Upgrade Activities** – Prior to Licensee engaging in planned or routine maintenance activities, or equipment upgrades concerning Communication

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Facility attached to a City traffic light pole, Licensee shall provide twenty (20) days advance notice to the City Representative in order to coordinate such maintenance activities with City operations of the traffic

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light system or other public safety functions. Licensee shall obtain a Street Occupancy Permit and/or an Excavation Permit prior to engaging in any maintenance or equipment upgrade activities in the Rights-of-Way regardless of pole ownership. Such twenty (20) day advance notice shall not be required in the case of an emergency.

(h) **Removal of Non-Compliant Installations** – The City shall have the authority at any time to order and require Licensee to remove and abate any Communication Facility or other structure that is in violation of the City's Ordinances and/or Permit Stipulations. In case Licensee, after receipt of written notice and thirty (30) days opportunity to cure, fails or refuses to comply, the City shall have the authority to remove the same at the expense of Licensee, all without compensation or liability for damages to Licensee.

(i) **Reservation of Rights** – The City reserves the right to install, and permit others to install utility facilities in the Rights-of-Way. In permitting such work to be done by others, the City shall not be liable to Licensee for any damage caused by those persons or entities.

(j) **No Limitation in City's Operation of Traffic Light Signal System** – The Parties agree that this Agreement does not in any way limit Licensor's right to locate, operate, maintain, and remove City traffic light poles in the manner that best enables the operation of its traffic light signal system and protect public safety. The City Representative may deny access to City traffic light poles due to operational conditions at the requested site, limited space availability, public safety concerns, future traffic signal system planning, or other operational considerations. Further, nothing in this Agreement shall be construed as granting Licensee any attachment right to install Communication Facility to any specific traffic light pole, other than an approved Communication Site Application and execution of the corresponding Supplemental License under the terms of this Agreement.

(k) **Coordination of Traffic Light Maintenance Activities and Emergency Response** – Prior to conducting planned or routine maintenance on specific components of the traffic light signal system mounted on poles where Communication Facility has been installed, the City shall provide Licensee thirty (30) days advance notice of such maintenance activities. In advance of such maintenance activities, Licensee shall temporarily cut-off electricity to its Communication Facility for the safety of maintenance personnel. In the event of failure of components of the traffic light signal system for whatever reason, including damage resulting from vehicular collisions, weather related events, or malicious attacks, Licensor will respond to restore traffic light signal operations as a matter of public safety under the emergency provisions outlined in Section 12. Should the events that results in damage or failure of the traffic light signal system also affect Communication Facility, Licensee shall have the sole responsibility to repair or replace its Communication Facility and shall coordinate its own emergency efforts with the City.

SECTION 9. SUPERVISION BY CITY OF LOCATION OF POLES

(a) **Supervision by Rights-of-Way Manager** – In the event Licensee desires to install poles on Public Rights-of-Way in order to install Communication Facility at a selected Communication Site, such poles shall be owned and maintained by Licensee. Such poles shall be of adequate strength and straight, and shall be set so that they will not interfere with the flow of water in any gutter or drain, and so that they will not unduly interfere with ordinary travel on the streets or sidewalk. The location of all Licensee's personal property, poles, and electrical connections placed and constructed by the Licensee in the installation, construction, and maintenance of Communication Facility shall be subject to the lawful, reasonable and proper control, direction and/or approval of the Rights-of-Way Manager.

(b) **Pre-Approval by Rights-of-Way Manager** – Prior to submitting a Communication Site Application covering the installation of a new pole, Licensee shall verify with the Rights-of-Way Manager the eligibility of the Rights-of-Way location for the proposed pole installation. Licensee shall include in the Communication Site Application documentation from the Rights-of-Way Manager approving the proposed pole location in the Rights-of-Way.

SECTION 10. INTERFERENCE WITH OTHER FACILITIES PROHIBITED

(a) **Interference with Rights of Others Prohibited** – Licensee shall not impede, obstruct or otherwise interfere with the installation, existence and operation of any other facility in the Rights-of-Way, including sanitary sewers, water mains, storm water drains, gas mains, poles, aerial and underground electrical infrastructure, cable television and telecommunication wires, public safety and City networks, and other telecommunications, utility, or City personal property.

(b) **Signal Interference with City's Communication Infrastructure Prohibited** – In the event that Licensee's Communication Facility interferes with the City's traffic light signal system, public safety radio system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate, Licensee will respond to the Licensor's request to address the source of the interference as soon as practicable, but in no event later than twenty-four (24) hours of receiving notice.

SECTION 11. COMPLIANCE WITH UTILITY REGULATIONS

(a) **Compliance with Local Regulations** – All Communication Facility installations shall be in compliance with all relevant legal requirements for connecting the

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Communication Facility to electricity and telecommunications service. City is not responsible for providing electricity or transport connectivity to Licensee.

SECTION 12. EMERGENCY CONTACTS

(a) **Coordination of Emergency Events** – In case of an emergency due to interference, failure of traffic light signal system, or any unforeseen events, Licensor will act to protect the public health and safety of its citizens, and to protect public and private property, notwithstanding any provision in this Agreement. Licensor will make every reasonable effort to coordinate its emergency response with the Licensee. To that end, the Licensor will use the following emergency contacts: The Licensee's network operations center may be reached 24/7 at (877) 244-7889.

(b) **Licensee's Duty to Maintain Current Emergency Contacts** – Licensee will maintain the emergency contact information current at all times with the City Representative, Right of Way Manager, Police Department and Menasha Utilities.

(c) **Licensee's Response to Network Emergency** - In case of a network emergency, Licensee may access its Communication Facility without first obtaining a ROW add "Street Occupancy and/or Excavation" Permit provided Licensee has conducted network trouble-shooting and diagnostic tests and has reasonably identified the point or points of network failure or malfunction. While acting under this provision to address a network emergency, Licensee shall conduct its activities within the Rights-of-Way in such a manner as to protect public and private property. Licensee will make every reasonable effort to coordinate its emergency response with the Licensor. To that end, prior to entering the Rights-of-Way, Licensee will contact the City Representative, add "Right of Way Manager and the Police Department" and give notice to Licensor of the network emergency and an estimated time period to address the situation.

(d) **Licensor's Duty to Maintain Emergency Contacts** – Licensor will maintain the emergency contact information current at all times with Licensee.

SECTION 13. INDEMNITY

(a) **General Indemnity Clause** – Licensee covenants and agrees to **INDEMNIFY, DEFEND and HOLD HARMLESS**, the City and the elected officials, employees, officers, directors, agents and representatives of the City, individually and collectively ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City arising out of a third-party claim to the extent arising from any negligent acts or omissions of Licensee, any agent, officer, director, representative, employee, consultant or subcontractor of

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Licensee, or their respective officers, agents employees, directors or representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability arising from the negligence of the City or an Indemnatee. **IN THE EVENT LICENSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH APPLICABLE LAW, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER STATE LAW.**

(b) **Licensor's Duty to Notify Licensee of Claims** – The City shall give prompt written notice to Licensee of any claim for which the City seeks indemnification. Licensee shall have the right to investigate, defend, and compromise these claims with prompt notice to the City attorney. Said approval shall not be unreasonably withheld, delayed or conditioned.

(c) **Licensor's Consent to Settle Claims** – Licensee may not settle any claim subject to this Section without the consent of City, unless (i) the settlement will be fully funded by Licensee, and (ii) the proposed settlement does not contain an admission of liability or wrongdoing by any elected officials, employees, officers, directors, volunteers or representatives of City. The City's withholding its consent as allowed in the preceding sentence does not release or impair Licensee of any obligations under this Section. Licensee must give City at least twenty (20) days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind City must first be approved by the City.

SECTION 14. INSURANCE REQUIREMENTS

(a) Prior to the commencement of any work under this Agreement, the Licensee shall furnish copies of all required certificate(s) of insurance to the City Representative. The City shall have no duty to pay or perform under this Agreement until such certificate has been received by the City.

(b) City reserves the right to review the insurance requirements of this Section during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when reasonably determined necessary by the City based upon changes in statutory law, court decisions, or circumstances

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surrounding this Agreement. Such review and modification shall not occur more frequently than every five (5) years.

(c) The Licensee's financial integrity is of interest to the City; therefore, the Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Licensee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Wisconsin and with an A.M Best's rating of no less than A-VII, in the following types and for an amount not less than the amount listed below:

Type of Coverage	Amounts
(e) 1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000
3. Commercial General Liability	Combined Single Limit for Bodily Injury
Insurance to include coverage for the	and Property Damage of \$1,000,000 per
following:	occurrence and
a. Premises/Operations	General Aggregate limit of \$2,000,000
b. Independent Contractors	
c. Products/complete operations	
d. Property damage	
4. Business Automobile Liability	Combined Single Limit for Bodily Injury
	and Property Damage of \$1,000,000 per
	occurrence

The Licensee agrees that with respect to the above required insurance, all insurance policies are to contain change to "and" be endorsed to contain the following provisions:

☐ Name the City, its officers, officials, employees, and elected representatives as additional insureds, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies.

☐ Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

☐ Upon receipt of notice from its insurer, Licensee will provide Licensor with thirty (30) days prior written notice of cancellation.

(f) Within thirty (30) calendar days of a suspension, cancellation or non-renewal of coverage, the Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the Licensee's performance should there be a lapse in coverage at any time during this Agreement.

(g) In addition to any other remedies the City may have upon the Licensee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order the Licensee to stop work hereunder, and/or withhold any payment(s) which become due to the Licensee hereunder until the Licensee demonstrates compliance with the requirements hereof.

(h) Nothing herein contained shall be construed as limiting in any way the extent to which the Licensee may be held responsible for payments of damages to persons or property resulting from the Licensee's or its subcontractors' performance of the work covered under this Licensee Agreement.

(i) It is agreed that the Licensee's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.

(j) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement, and may be modified or updated as required by the City's insurance carrier..

SECTION 15. ADMINISTRATION OF LICENSE

(a) **Administration of License by City Officials** – The City Representative is the principal City person responsible for the administration of this Agreement. The Rights-of-Way Manager shall review the operations of Licensee in the Rights-of-Way under this Agreement and the Rights-of-Way Regulations.

(b) **Licensee's Duty to Communicate with City Officials** – Licensee shall communicate with the Rights-of-Way Manager all matters in connection with or affecting the installation, construction, reconstruction, maintenance and repair of Licensee's Communication Facility in the Rights-of-Way and provide periodic deployment plans to the Rights-of-Way Manager and the City Representative.

(c) **Notice** – Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid, or by overnight delivery via a nationwide provider of such services. Either Party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to Licenser:

With a copy to:

	If to Licensee:	With a copy to:
SECTION 16. ASSIGNMENT OF LICENSE	Wisconsin Technology Networking, LLC 2220 University Drive Newport Beach, CA 92660 Attention: Asset Management	Wisconsin Technology Networking, LLC 2220 University Drive Newport Beach, CA 92660 Attention: Legal Department
(a) Limited Right of		

Assignment – This Agreement and each Supplemental License under it may be sold or assigned by Licensee without any approval or consent of the Licensor to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the Right-of-Way is located by reason of a merger, acquisition or other business reorganization provided that such acquiring entity is bound by all of the terms and conditions of this Agreement. Written notice of such assignment shall be provided to the City within 30 days of such assignment. As to other parties, this Agreement and each Supplemental License may not be sold or assigned without the written consent of the Licensor, which shall not be unreasonably withheld. Licensee shall provide the City Representative notice of any such merger, acquisition or other business reorganization with a principal, Affiliate or subsidiary of Licensee within a reasonable period of time after the consummation thereof. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

SECTION 17. FUTURE CONTINGENCY

(a) Renegotiation for Incapacity of Contract – Notwithstanding anything contained in this Agreement to the contrary, in the event that this Agreement, in whole or in part, is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unrecoverable, unenforceable, void, unlawful, or otherwise inapplicable, the Licensee and Licensor shall meet and

negotiate an amended Agreement that is in compliance with the authority's decision or enactment and, unless explicitly prohibited.

SECTION 18. AGREEMENT VIOLATIONS LEADING TO TERMINATION

(a) **Events of Termination** – This Agreement may be terminated before the expiration date of the Term on written notice by City to Licensee, if Licensee materially breaches any provision of this Agreement and such breach is not cured by Licensee within sixty (60) days after Licensee's receipt of written notice of such breach from the City. Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by the previous failure of the City to insist upon or seek compliance with such terms and conditions.

(b) **No Waiver of Duties** – Termination of this Agreement does not relieve Licensee from the obligation (i) to pay Annual License Fees accrued and owing to Licensor under the Agreement at the time of termination, or (ii) concerning any claim for damages against Licensee under this Agreement. Licensor's rights, options, and remedies under this Agreement are cumulative, and no one of them is exclusive of the other. Licensor may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement. No waiver by Licensor of a breach of any covenant or condition of this Agreement is a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this Agreement.

SECTION 19. GOVERNING LAW, JURISDICTION AND VENUE

(a) **Governing Law** – This Agreement is passed in accordance with the constitutions, statutes, ordinances, and regulations of the United States, the State of Wisconsin, and the City of Menasha in effect on the effective date of this Agreement, and as such local, state, and federal laws may be subsequently amended.

(b) **Compliance with Local Ordinances** – Nothing in this Agreement shall be interpreted to limit the authority of the City to adopt, from time to time, ordinances, rules and regulations that are generally applicable to occupants of the Rights-of-Way that it determines necessary in the exercise of City's governmental powers. Licensee shall abide by any Rights-of-Way Regulations that do not conflict or are otherwise preempted by state or federal law.

(c) **Enforcement of Local Regulations** – Licensor expressly reserves the right to enforce requirements for ministerial issuance of ROW Permits. It is understood and agreed that Licensee is responsible for obtaining all such permits necessary to install, maintain and operate its Communication Facility.

2/6/17

(d) **Jurisdiction and Venue** – THE PROVISIONS OF THE AGREEMENT SHALL BE CONSTRUED UNDER, AND IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WISCONSIN, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER SHALL BE PERFORMED IN THE COUNTY IN WHICH THE CITY IS LOCATED. THEREFORE, IN THE EVENT ANY COURT ACTION IS BROUGHT DIRECTLY OR INDIRECTLY BY REASON OF THIS AGREEMENT, THE COURTS OF SUCH COUNTY SHALL HAVE JURISDICTION OVER THE DISPUTE AND VENUE SHALL BE IN SUCH COUNTY.

SECTION 20. NON-DISCRIMINATION

(a) **Non-Discrimination** – Licensee agrees not to engage in employment practices that discriminate against any employee or applicant for employment based on race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age, disability, or political belief or affiliation, unless exempted by state or federal law. In the event non-compliance occurs with this Section occurs, Licensee, upon written notification by City, shall commence compliance procedures within thirty (30) days.

SECTION 21. MISCELLANEOUS PROVISIONS

(a) **Waiver** – None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by the Licensee and Licensor. Failure of either Party to require the performance of any term in this Agreement or the waiver by either Party of any breach thereof shall not prevent subsequent enforcement of this term and shall not be deemed a waiver of any subsequent breach.

(b) **Severability** – If any clause or provision of the Agreement is illegal, invalid, or unenforceable under present or future laws effective during the Term, then and in that event it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(c) **Captions** – The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

(d) **Extent of Agreement** – This Agreement, together with its attached exhibits and the authorizing ordinance, if any, embodies the complete agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties and relating to this Agreement.

(e) **Authority** – The signer of this Agreement for the Licensee and the City hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of the Licensee or the City respectively.

(f) **Non-Waiver of Rights** – By entering this Agreement, neither Licensor nor Licensee has waived any rights either Party may have under applicable state and federal law pertaining to the provision of Communication Service or Licensee's access rights concerning the Rights-of-Way.

(g) **Force Majeure** – In the event a Party's performance of any of the terms, conditions, obligations or requirements of this Agreement is prevented or impaired due to a force majeure event beyond such Party's reasonable control, such inability to perform will be deemed to be excused and no penalties or sanctions will be imposed as a result thereof. For purposes of this subsection, "force majeure" means an act of God, a natural disaster or an act of war (including terrorism), civil emergencies and labor unrest or strikes, untimely delivery of equipment, pole hits, and unavailability of essential equipment, and/or materials, and any act beyond the Party's reasonable control. It also includes an explosion, fire or other casualty or accident, which is not the result of gross negligence, an intentional act or misconduct on the part of the Party.

(i) **No Partnership or Joint Venture** – The relationship between Licensor and Licensee is at all times solely that of licensor and licensee, not that of partners or joint venturers.

(j) **Effect of Bankruptcy** – Bankruptcy, insolvency, assignment for the benefit of creditors, or the appointment of a receiver is an event of default.

(k) **Counterparts** – This Agreement may be executed in multiple counterparts, each of which is an original. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all Parties.

(l) **Further Assurances** – The Parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, may alter the rights or obligations of the Parties as contained in this Agreement.

(m) **Change of Law** - If any federal, state, or local laws or regulations (including, but not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof (collectively, "Laws") that govern any aspect of the rights or obligations of the parties under this [Agreement] shall change after the [Effective Date] and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree to promptly amend the [Agreement] as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change

[Abandoned facilities are addressed in Sec. 4]

[Licensee does not anticipate the need to use hazardous materials - can discuss further with the City in connection with negotiation of agreement terms]

Pl Draft 1/19/17

2/6/17

EXECUTED and **AGREED**.

**CITY OF
MENASHA**

**WISCONSIN
TECHNOLOGY
NETWORKING,
LLC**

(Signature)

Printed Name:

Title:

Date:

(Signature)

Printed Name:

Title:

Date:

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Licensee: _____ Application/License#: _____

Type of Communication Facility

[Landline Backhaul Equipment]

Location of Equipment Shelter

ed]

ed]

If Wireless Communication Equipment or Wireless Backhaul Equipment:

2/6/17

APPLICANT SHALL PROVIDE THE FOLLOWING IF/AS APPLICABLE:

☐ Site plan and engineering design and specifications for installation of Communication Facility, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution

panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.

☐ For City poles, include documentation from the City verifying that the pole is eligible for attachment. Also include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of Communication Facility. If pole reinforcement or replacement is warranted, the design documents should include the proposed pole modification.

☐ For new pole installations, include documentation from the Rights-of-Way Manager verifying that the pole location in the Rights-of-Way is eligible for installation.

☐ If the proposed installation includes a new pole, provide design and specification drawings for the new pole.

☐ If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.

☐ The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.

☐ Description of the utility services required to support the facilities to be installed.

☐ All necessary permits and letters of authorization from all affected parties.

☐ List of the contractors and subcontractors, and their contact information, authorized to work on the project.

THE CITY WILL PROCESS THIS APPLICATION WITHIN 30 DAYS OF RECEIPT DATE, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE CITY REPRESENTATIVE TO EXTEND THE APPROVAL DATE.

APPLICANT REPRESENTATIVE: _____

PRINT NAME: _____

TITLE: _____

----- **FOR CITY USE ONLY** -----

RECEIPT DATE: _____ APPLICATION NO.: _____

APPROVED BY: _____

PRINT NAME: _____

TITLE: _____

APPROVAL DATE: _____

PL Draft 1/19/17

2/6/17

EXHIBIT B

Supplemental License Form

Supplemental License No. _____
For Communication Facility Installation

This Supplemental License is entered on this ____ day of _____, _____, between the City of Menasha, acting through its City Representative, or his/her designee, ("Licensor") and Wisconsin Technology Networking, LLC, a Delaware limited liability company ("Licensee").

1. Overview of Supplemental License – This Supplemental License applies to the Communication Sites described below.

Authorizing Agreement:

License:

Master License Agreement for Use of
Public Rights-of-Way

Licensor:

City of Menasha

Licensee:

Wisconsin Technology Networking, LLC

Initial Aggregate

Annual License Fees:

Commencement Date:

Term:

Term of 25 years subject to the Master
License Agreement.

Licensee Site ID #

**Communication Site GIS
Coordinates**

Type of Communication Facility

[Wireless Communication
Equipment]

[Wireless Backhaul Equipment]

[Landline Backhaul Equipment]

**If Wireless Communication Equipment or
Wireless Backhaul Equipment:**

Pole Type	Pole Alteration	Attachment Height	Attachment Weight	Attachment Dimensions	Location of Equipment Shelter
[City Pole]	[Pole				[Installed on
[Third-Party Pole]	Reinforcement]				Pole]
[Licensee Pole]	[Pole				[Installed in
[Not	Replacement]				Ground (Vault)]
Applicable/Need	[New Pole]				[Other Location
ed]	[Not				(Requires City
	Applicable/Need				Representative
	ed]				Approval)]
					[Not
					Applicable/Need
					ed]

2. Source of Authority – This Supplemental License is authorized and executed pursuant to the terms and conditions of the “Master License Agreement between the City and Licensee for the Use of Public Rights-of-Way,” as it may be amended by the Parties during its Term (“Master License

Agreement”). All of the terms and conditions of the Master License Agreement, including any future amendments, are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Master License Agreement. Capitalized terms used in this Supplemental License shall have the same definitions and meanings ascribed to them in the Master

License Agreement, unless otherwise indicated herein.

3. **Approval Process** – This Supplemental License arises from and is part of the approval process associated

with the Communication Site Application approved by the City Representative on _____, The Communication Site Application, including all

attachments, is incorporated as Exhibit 1 and made a part hereto. If not attached, the Communication Site Application is hereby incorporated herein by reference and made a part hereof without the necessity of

Supplemental License limited to the Communication Facility installation(s) referenced in the Communication Site Application associated with this Supplemental License.

5. Conflict in Interpretation – Nothing in this Supplemental License intended to grant Licensee any rights or privileges beyond those addressed in the Master License Agreement. In the event of any conflict or contractual interpretation between this Supplemental License and the Master License Agreement, the Master License Agreement shall control.

2/6/17

and the Master License Agreement, the terms and conditions of the Supplemental License shall govern, provided however that any future amendments or modifications to the Master License Agreement shall simultaneously apply and serve to amend or modify this Supplemental License without the need by either Party to provide notice of such to the other.

6. Site Specific Conditions – All site specific conditions shall be addressed in the Communication Site Application associated with this Supplemental License.

7. Site Modifications – Prior to making any post-installation future material modifications to a Communication Site, other than maintenance and repair of site specific Communication Facility as further provided in the Master License Agreement, Licensee shall file a Communication Site Application with the City Representative describing the proposed modifications. The City Representative, or his/her designee, shall review the Communication Site Application pursuant to the terms and conditions in the Master License Agreement, and if approved such Communication Site Application shall be attached as Exhibit 2 and made a part hereto. Any additional site modifications shall be incorporated hereto in the same manner.

8. License Fee – The aggregate Annual License Fees applicable to this Supplemental License, as summarized in Section 1 above, shall be calculated based on the number of applicable Communication Facility as set forth in the Master License Agreement, payable by Licensee as provided therein.

9. Commencement Date – The Commencement Date for this Supplemental License shall be the same date that the Communication Site Application associated with this Supplemental License, which is hereby approved by the City Representative.

10. Term – The term for this Supplemental License, as described in Section 1 above, is set forth in the Master License Agreement.

PL Draft 1/19/17
2/6/17

NOW THEREFORE, the Parties hereto by the signature of their respective representatives hereby agree to enter into this Supplemental License.

LICENSOR

CITY OF MENASHA

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

LICENSEE

WISCONSIN TECHNOLOGY NETWORKING, LLC

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



RESOLUTION R-04-17

A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703, WISCONSIN STATUTES

Introduced by Alderman Krautkramer

RESOLVED, by the Common Council of the City of Menasha, Wisconsin:

1. The Common Council hereby declares its intention to exercise its powers under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property within the following described area for benefits conferred upon such property by improvement of the following:

A. Improvements

1. Concrete Curb & Gutter Construction
2. 4" Asphaltic Concrete Pavement Construction
3. Various Associated Items

B. Location of Improvements

1. Silver Birch Estates Subdivision

2. The total amount assessed against such improvements shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be made under the police power, and the amount assessed against each parcel shall be on a cost per front foot, area, or unit cost basis.

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

4. The Board of Public Works is directed to compile a report consisting of:

- A. Plans and Specifications of said improvements.
- B. A summary of the allotted cost of the said improvements.
- C. A schedule of proposed assessments showing the properties which are benefited by the improvement.

Upon completing such report, the Board of Public Works is directed to file a copy thereof in the City Clerk's Office for public inspection.

5. Upon receiving the report of the Board of Public Works, the City Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes. The hearing shall be held in the Council Chambers at the City Hall at a time set by the City Clerk in accordance with Section 66.0703(7)(a), Wisconsin Statutes.

6. The notice and hearing requirements under paragraph 5 do not apply if they are waived, in writing, by all the owners of property affected by the special assessment, as specified in Section 66.0703(7)(b), Wisconsin Statutes.



Passed and approved this ____ day of _____, 2017.

Recommended by:

Motion/Second:

Vote: _____

Pass/Fail: _____

Requires: __ Majority Vote
 __ 2/3 Vote

Donald Merkes, Mayor
ATTEST:

Deborah A. Galeazzi, City Clerk



MEMORANDUM

Date: March 30, 2017

To: Common Council *PAC*
From: Pamela A. Captain, City Attorney
Re: City of Menasha, Wisconsin v. Village of Harrison, Wisconsin 2016AP702

On March 8, the Wisconsin Court of Appeals issued a decision in Menasha's lawsuit against the Village of Harrison. The court of appeals agreed with the lower court dismissing Menasha's case for lack of standing.

In summary, "standing" is a court made rule limiting access to the court system to those parties that can demonstrate a real interest in the controversy or outcome of the case. The court of appeals stated that if the legislature wanted cities to have standing they would have given it to them. It is confusing since standing is a court-made rule not legislative.

If a party disagrees with a decision of the court of appeals the party may seek relief to the Wisconsin Supreme Court. With this type of case a party petitions the Wisconsin Supreme Court to ask if it is willing to review the case. The Wisconsin Supreme Court decides whether it will take the case under consideration or not.

Question: Does the common council desire to petition the Wisconsin Supreme Court to hear Menasha's case? If so, authorization to proceed is needed.



OFFICE OF THE CLERK
WISCONSIN COURT OF APPEALS

110 EAST MAIN STREET, SUITE 215

P.O. BOX 1688

MADISON, WISCONSIN 53701-1688

Telephone (608) 266-1880

TTY: (800) 947-3529

Facsimile (608) 267-0640

Web Site: www.wicourts.gov

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DISTRICT II

March 8, 2017

To:

Hon. Angela W. Sutkiewicz
Circuit Court Judge
Sheboygan County Courthouse
615 N. 6th St.
Sheboygan, WI 53081

Pamela A. Captain
City Attorney
City Hall
140 Main St., 3rd. Fl.
Menasha, WI 54952

Connie Daun
Clerk of Circuit Court
Calumet County Courthouse
206 Court St.
Chilton, WI 53014

Andrew J. Rossmeissl
Herrling Clark Law Firm Ltd.
800 N. Lynndale Dr.
Appleton, WI 54914

Claire M. Silverman
League of Wisconsin Municipalities
131 W. Wilson St., Ste. 505
Madison, WI 53703

You are hereby notified that the Court has entered the following opinion and order:

2016AP702

City of Menasha, Wisconsin v. Village of Harrison, Wisconsin
(L.C. #2015CV17)

Before Reilly, P.J., Gundrum and Hagedorn, JJ.

The City of Menasha appeals from an order dismissing its annexation challenge against the Village of Harrison for lack of standing. Based upon our review of the briefs and record, we conclude at conference that this case is appropriate for summary disposition. WIS. STAT. RULE 809.21 (2015-16).¹ We affirm the order of the circuit court.²

¹ All references to the Wisconsin Statutes are to the 2015-16 version.

² Upon completion of briefing, the Village of Harrison filed a motion to strike portions of the City of Menasha's reply brief. We now deny that motion.

In 1999, the City of Menasha and the Town of Harrison entered into an intermunicipal agreement. Pursuant to that agreement, the City and the Town established boundaries and defined “growth areas” of each other for purposes including annexation and incorporation.

In 2013, a portion of the Town of Harrison became the Village of Harrison. Within months of the incorporation, the Town and the Village entered into their own intergovernmental agreement. That agreement resulted in most of the Town becoming a part of the Village via multiple annexations under WIS. STAT. § 66.0217(2).³

In 2015, the City of Menasha filed a lawsuit challenging the Village of Harrison’s annexations of lands that were located in the City’s growth areas as defined in the 1999 agreement. It sought a declaratory judgment declaring that the annexations were invalid because they violated the rule of reason.

Ultimately, the circuit court dismissed the City of Menasha’s annexation challenge for lack of standing. This appeal follows.

On appeal, the City of Menasha contends that the circuit court erred in dismissing its annexation challenge. The City claims that it had standing to test the validity of the annexations because (1) it has sustained or will sustain pecuniary loss as a result; and (2) the annexations pose a substantial injury to its interests.

“To have standing, a party must have suffered or be threatened with an injury to an interest that is legally protectible, meaning that the interest is arguably within the zone of

³ WISCONSIN STAT. § 66.0217(2) permits a municipality to annex a contiguous property if all of the electors and property owners within the property agree to annexation and file a petition requesting it.

interests that a statute or constitutional provision, under which the claim is brought, seeks to protect.” *Zehner v. Village of Marshall*, 2006 WI App 6, ¶11, 288 Wis. 2d 660, 709 N.W.2d 64 (citation omitted). Whether a party has standing is a question of law, which we review de novo. *Id.*

Traditionally, the only parties that had standing to challenge an annexation were the residents and taxpayers of an attaching municipality and the petitioners and owners of land within the area to be attached or detached. *See In re Mosinee*, 177 Wis. 74, 76, 187 N.W. 688 (1922). The legislature later expanded this group to include affected towns and town boards. *See* WIS. STAT. § 66.0233.

As this court clarified in *Darboy Joint Sanitary Dist. No. 1 v. City of Kaukana*, 2013 WI App 113, 350 Wis. 2d 435, 838 N.W.2d 103, only the above-referenced persons and entities have standing to challenge an annexation. We explained:

We indirectly addressed the “zone of interests” of WIS. STAT. § 66.0217 in *Village of Slinger v. City of Hartford*, 2002 WI App 187, 256 Wis. 2d 859, 650 N.W.2d 81, where abutting property owners challenged annexation. *See id.*, ¶¶1, 3 & 14. In rejecting their challenge we stressed that the legislature did not include in the annexation statutory scheme a right for abutting landowners to challenge annexation. *Id.*, ¶14.

Traditionally, that is, “[p]rior to the enactment of the annexation statute in 1933, neither a town in which the annexed territory was located, nor its citizens, other than those residing or owning property within the limits of the territory being annexed, had a legal interest in the annexation.” *Id.*, ¶13. As such, “the law essentially excluded any individuals other than those residing within the annexed township from objecting; indeed, the law even prohibited townships whose territory was being annexed from being heard.” *Id.* As we noted in *Village of Slinger*, while the legislature has since decided to extend standing to challenge annexations to affected towns, *see* WIS. STAT. § 66.0233, it has not chosen to extend standing to other potentially affected parties like landowners of abutting property. *See Village of Slinger*, 256

Wis. 2d 859, ¶14 (“[I]f the legislature had intended to expand [the right to challenge an annexation] to [other] individuals ... who do not ... live in any of the territory affected, it would have so provided in the legislation.”). We similarly conclude here that the legislature has not expanded the right to challenge an annexation to sanitary districts and therefore the Sanitary District does not have standing to bring its claim.

Id., ¶¶21-22.

We conclude that *Darboy* is on point and dictates the result in this case. Because the legislature has not expanded the right to challenge an annexation to neighboring non-party cities, the City of Menasha did not have standing to bring its claim. Accordingly, we agree with the circuit court’s decision to dismiss.

Upon the foregoing reasons,

IT IS ORDERED that the order of the circuit court is summarily affirmed, pursuant to WIS. STAT. RULE 809.21.

Diane M. Fremgen
Clerk of Court of Appeals



MEMORANDUM

Date: March 30, 2017

To: Common Council *AC*
From: Pamela A. Captain, City Attorney
Re: City of Menasha, Wisconsin v. Town of Menasha & Village of Fox
Crossing, Wisconsin 2016CV983

On March 3rd, the Town and Village attorney, Mr. Rossmeissl and I participated in a scheduling conference with the Honorable Judge Key, who is assigned to this case. As a result a scheduling order was prepared setting due dates for various court proceedings.

Mediation was also ordered by the Court with the first session to occur prior to May 5th, 2017. The selected mediator is Timothy D. Fenner, Axley Brynelson, LLP. The mediator's hourly rate is \$310 plus expenses and is to be split 50/50 between the parties. The first mediation session is scheduled for April 19 beginning at 9:00 a.m. Mediation is confidential. What occurs in mediation stays within the group and cannot be used for or against any party in the lawsuit, except, of course, for any agreement that is reached.

I am in need of one or more council members to attend the mediation. We are required to mediate in good faith. That means that we must attend and participate in the mediation with authority to settle. Obviously, any agreement must be approved by the Common Council but we must know what will not be an acceptable settlement. If settlement is reached it is imperative that we show a united front in support of the settlement. Any settlement that is reached will become a court order reached as a result of compromise.

REQUEST: I am in need of the following from the Common Council:

1. Authorization to sign the mediation agreement; and
2. Selection of Menasha's mediation team; and
3. Settlement direction and authority

AGREEMENT TO MEDIATE

This is a mutual agreement between the mediator and the mediating parties, identified below. It is understood by the mediating parties that the purpose of this mediation is to reach an agreement regarding resolution of the litigation entitled *City of Menasha, Wisconsin v. Village of Fox Crossing, Wisconsin, and Town of Menasha*, Case No. 16-CV-983, Winnebago County Circuit Court, Wisconsin.

Based on the above, it is agreed as follows:

1. MEDIATION. The purposes and objectives of the mediation process have been explained to the mediating parties; that they understand it is neither therapy nor legal representation; and, further, that they are responsible for the control of the content of any final agreement, but that the mediator is in control of the process.
2. LEGAL REPRESENTATION. The mediating parties understand that they will not receive legal advice from the mediator and that the parties are responsible for securing legal advice. Further all parties understand that consultation with their legal counsel during the process will strengthen their separate bargaining abilities.
3. CONFIDENTIALITY. All parties to this Agreement shall regard the mediation sessions as confidential. Communications made within the sessions are privileged communications which may not be disclosed to the court unless the privilege is waived by both parties.
4. RULES/GUIDELINES. The parties acknowledge that the mediator possesses the discretion to terminate the mediation at any time if an impasse occurs or either party or the mediator deems the case inappropriate for mediation. Furthermore, the parties acknowledge that Wis. Stat., § 904.085, Communications in Mediation, provides that no oral or written communication relating to a dispute in mediation made or presented in mediation by the mediator or a party is admissible in evidence or subject to discovery or compulsory process in any judicial or administrative proceeding.
5. FEES. The mediator's fee shall be \$310 per hour, plus any out-of-pocket costs or expenses, including mileage. Each mediating party is responsible for its respective share of the mediator's fee within 30 days of the submission of the bill. Counsel shall be liable for the mediator's fees and expenses if the mediating party represented by counsel fails to make timely payment.

6. MISCELLANEOUS. This Agreement may be signed in one or more counterparts, each of which shall be deemed the same document. Facsimile or digital signatures are deemed the same as original signatures.

CITY OF MENASHA, Mediating Party

By: _____

Name: _____

Title: _____

Date: _____

VILLAGE OF FOX CROSSING, Mediating Party

By: _____

Name: _____

Title: _____

Date: _____

MEDIATOR:



Timothy D. Fenner 3/28/2017

TOWN OF MENASHA, Mediating Party

By: _____

Name: _____

Title: _____

Date: _____

Pamela A. Captain
Attorney for City of Menasha

Date: _____

Andrew J. Rossmeissl
Attorney for Village of Fox Crossing and
Town of Menasha

Date: _____
Attorney for Village of Fox Crossing and
Town of Menasha

Date: _____

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