

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

**CITY OF MENASHA  
ADMINISTRATION COMMITTEE  
Third Floor Council Chambers  
140 Main Street, Menasha  
June 21, 2010  
6:30 PM  
or immediately following Common Council  
AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
  - 1. [Administration Committee, 6/7/10](#)
- D. ACTION ITEMS
  - 1. [Neenah-Menasha YMCA Senior Center Collaboration Proposal](#)
  - 2. [State of Wisconsin Authorized User/Local Government Customer Service Agreement with U.S. Cellular for cell phone service](#)
  - 3. [Fire Prevention Ch. 2 Ordinance Update](#)
- E. ADJOURNMENT

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

CITY OF MENASHA  
ADMINISTRATION COMMITTEE  
Third Floor Council Chambers  
140 Main Street, Menasha  
June 7, 2010  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Wisneski at 6:50 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Langdon, Hendricks, Zelinski, Englebert, Benner, Roush, Taylor, Wisneski

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Stanke, DPW Radtke, CDD Keil, C/T Stoffel, PHD Nett, Clerk Galeazzi and the Press

C. MINUTES TO APPROVE

1. [Administration Committee, 5/17/10](#)

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

Motion carried on voice vote

D. ACTION ITEMS

1. [Agreement to Administer a Retail Food Program for the Department of Agricultural Trade and Consumer Protection](#)

PHD Nett reported this agreement is updating the contract with Dept. of Agriculture for the inspection of grocery stores. One of the stipulations of a recent state inspection was to have all agreements/contract brought up to date with correct State Statute numbering.

Moved by Ald. Hendricks, seconded by Ald. Roush to recommend approval to Common Council.

Motion carried on voice vote

2. [Memorandum of Understanding for Tuberculosis Clinical Services](#)

PHD Nett reported this is the annual renewal for the Tuberculosis dispensing program for the treatment of Tuberculosis to those that do not have health insurance or they can't afford the deductible. The amount allocated with this contract is less than previous years, but extra funds are available if needed.

Moved by Ald. Hendricks, seconded by Ald. Zelinski to recommend approval to Common Council.

Motion carried on voice vote

3. [Smoking Ban Ordinance Discussion](#)

Extensive discussion was held on the State definition of "enclosed place" as it pertains to the state wide smoking ban law. Should the City of Menasha pass an ordinance similar to the ordinance recently passed by City of Neenah clarifying enclosed place.

Comments made; Menasha should stay equal to neighboring communities; should wait until State has resolved loophole issues on defining "enclosed place"; should have similar enforcement as Neenah for municipal court reasons; people will be hanging around outside businesses to smoke; should invite Representative Kaufert and Senator Ellis to a meeting to find out how State plans on correcting loophole.

3. [Smoking Ban Ordinance Discussion](#), cont'd.

Chairman Wisneski allowed people from the gallery to speak.

Roger Biechler, 100 Lock Street. He has talked to State Representative and Tavern League Representative, he supports the State smoking ban law. Council needs to define indoor and outdoor space. Local businesses do not want people hanging outside the entrance to their businesses. Should invite State Representatives to a meeting.

Mary Nebel, 813 First Street. Council should wait a few months to see how the smoking ban works then address changes if necessary.

Mary Ann Mulvey, 274 Misty Meadows. Council should not rush into making changes; State created law, they should correct loophole.

4. [Set 2011 Budget Review Session Dates \(Alderman Taylor\)](#)

Ald. Taylor commented the 2010 budget review sessions were long, therefore he is requesting adding a fourth day, maybe on a Saturday for the 2011 budget review sessions.

Discussion ensued on adding extra days, but should limit the time of the review sessions. Mayor Merkes will set up a Council workshop to discuss budget ideas.

E. ADJOURNMENT

Moved by Ald. Englebert, seconded by Ald. Zelinski to adjourn at 8:15 p.m.  
Motion carried on voice vote.

Respectfully submitted by  
Deborah A. Galeazzi, WCMC  
City Clerk

**City of Menasha  
and  
Neenah-Menasha YMCA  
Senior Center Collaboration  
Proposal**

I. Preamble

Whereas the Neenah-Menasha YMCA and the City of Menasha are committed to helping our seniors in the community in their pursuit of wellness and social outlets. Whereas collaboration between the Neenah-Menasha YMCA and the City of Menasha will provide enhanced services and programs for the senior citizens of the community and maximize the available resources of the City of Menasha and the Neenah-Menasha YMCA.

II. Responsibilities of Neenah-Menasha YMCA

The Neenah-Menasha YMCA (YMCA) will serve as the operation agent for the City of Menasha Senior Center. The YMCA will serve as the scheduling agent for the facility and will book use of the facility by outside groups during closed times. The YMCA will be responsible for management of the day to day operations of the facility along with all programming. The YMCA will employ and supervise all staff along with supervising any volunteers. All Program and Administrative staff at the Menasha Senior Center will be employees of the Neenah-Menasha YMCA. All staff will be CPR/First Aid Certified and will complete all trainings as specified by YMCA policies. All staff will have a signed job description on file and will receive yearly performance appraisals.

Programming will be considered YMCA programming and will fall under the YMCA Volunteer Board of Directors oversight and counsel. Minimum programming will be as set forth on *Attachment 1*. At a minimum, the hours of operation at the Senior Center shall be 40 hours per week, Monday through Friday.

On a quarterly basis, the YMCA will provide written updates to the City of Menasha as to its planned programming at the Senior Center. The YMCA will keep adequate records of all expenses and revenues related to this Agreement and will provide at least a quarterly report to the City of Menasha. The YMCA shall own and maintain the records from the program operations of this Agreement for at least (7) seven years. All YMCA records related to this Agreement will be open for inspection upon reasonable notice by the City of Menasha or any member of the public.

III. Responsibilities of the City of Menasha

The City of Menasha will allow the Neenah-Menasha YMCA to utilize the Menasha Senior Center facility at no cost for older adult programming. The City of Menasha will be responsible for all general maintenance and upkeep of the building. Repairs or updates should be scheduled in order to minimize disruption of programs or operations. City employees may access facility at any time to perform duties or ensure upkeep on the center. Furnishings existing at the Senior Center on the first day of this Agreement will remain at the Senior Center and be available for continued use until the end of its useful life.

IV. During the term of this Agreement, Advocap meal program will be allowed to continue to use the Menasha Senior Center facility, Monday through Friday, per their contract with the City of Menasha.

V. Program and Facility Costs/Revenues

The YMCA will be responsible for all program costs including, operational costs, staffing charges, utilities, supplies, IT equipment and services, licensing and miscellaneous expenses of the Senior Center including snow removal on the sidewalk(s), grass cutting and housekeeping. [The City of Menasha will continue snow removal on the driveway and parking lot areas. Equipment owned by the YMCA will remain as property of the YMCA. Replacement furnishings at the facility will be the responsibility of the YMCA as a cost of operations. The YMCA will include the Menasha Senior Center in its Active Older Adult Budget and will be responsible for creating an operational budget that fits within the contract fee. The YMCA will keep First Aid kits in program areas and at the reception desk. Kits will be the responsibility of the YMCA and will be restocked as needed by YMCA staff. Incident/accident reports for participants and staff will be managed by the YMCA and a copy of each report will be forwarded to the City within 3 days of any incident/accident.

The City of Menasha will be responsible for all facility costs including repairs, maintenance and upkeep. Any inspections and assessments will be the responsibility of the city. Menasha will equip the facility with the proper amount of fire extinguishers as required by city codes. An AED will be located in a common area and maintained by the City of Menasha staff. Supplies for maintaining the AED are the responsibility of the City of Menasha. In addition, the City of Menasha will pay the Neenah-Menasha YMCA a contract fee of \$42,708 for program finances that the YMCA incurs from programming at the Senior Center from July 12, 2010 to December 31, 2010.

All revenues received by the YMCA for programming as set forth in *Attachment 1* will be collected by and belong to the YMCA, except revenues from outside group rentals which will belong to the City of Menasha.

The City of Menasha will be responsible for the City of Menasha Health Department 60 Plus program. Any program fees collected for the City of Menasha Health Department 60 Plus program will belong to and be maintained by the City of Menasha Health Department.

Annually, the parties will exchange financial information regarding program and facility costs and revenues in order to prepare the following year's budget and contract fee. In determining subsequent years' contract fees, it is expected that as rental fee income increases, the Tax-Based Subsidy can decrease.

VI. Facility

The scheduling and operation of the Menasha Senior Center facility will be controlled by the Neenah-Menasha YMCA. Primary scheduling of the facility will be for older adult programming and activities. The City of Menasha can reserve space in the facility as long as it does not negatively impact operations or programming.

Generally the facility may be used for outside group rental on Friday through Sunday or when available Monday through Sunday. The YMCA will also have the option of utilizing the facility after hours for special events or trainings related to the older adult programming.

VII. Facility Safety

Compliance with all health and safety codes will be the joint responsibility of the City of Menasha and the Neenah-Menasha YMCA.

VIII. Terms of the Agreement

The initial agreement will run from July 12, 2010 to December 31, 2010. A new agreement will be put into place for 2011 by December 1, 2010 if agreeable to both parties. This agreement can be terminated by either party by providing written notification (90) ninety days before end date.

IX. Insurance

The Neenah-Menasha YMCA and the City of Menasha will hold each other harmless in this agreement and each shall retain appropriate insurance coverage for malpractice, comprehensive, general liability and director and officer coverages. The YMCA will also hold liability insurance for the staff and for programs.

Miscellaneous Items

- This written agreement is the entire contract and can only be modified in writing by both of the parties.
- This agreement will be subject to the laws of the State of Wisconsin.
- No third party rights are created by this agreement

\_\_\_\_\_  
President/CEO signature  
YMCA of the Fox Cities

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor  
City of Menasha

\_\_\_\_\_  
Date

**Menasha Senior Center  
Neenah-Menasha YMCA Proposal**

Senior Center Expenses	Senior Center Expenses (If no YMCA Contract) 2010 (Jul-Dec) Estimate	YMCA Contract for Senior Center 2010 (Jul-Dec) Estimate	Senior Center Expenses (If no YMCA Contract) 2011 Estimate	YMCA Contract for Senior Center 2011 Estimate	
<b>*Staffing Costs</b>	\$54,881	\$34,575	\$113,053	\$73,134	A
<b>Utilities</b>	\$4,088	\$4,088	\$8,420	\$8,420	
<b>Buildings (Maint. &amp; Repairs)</b>	\$1,625	\$1,625	\$3,500	\$3,500	B
<b>Housekeeping Sup./Pest Control</b>	\$768	\$768	\$1,581	\$1,581	
<b>Printing/Postage</b>	\$775	\$0	\$1,550	\$0	C
<b>Supplies/Equipment</b>	\$1,310	\$1,500	\$2,620	\$3,000	
<b>Vehicle/Equipment Rental</b>	\$75	\$75	\$150	\$150	
<b>Dues/Memberships/Licenses</b>	\$53	\$53	\$110	\$110	
<b>Periodicals/Subscriptions</b>	\$44	\$44	\$90	\$90	
<b>Travel Expenses</b>	\$375	\$375	\$750	\$750	
<b>Training</b>	\$250	\$250	\$500	\$500	
<b>Marketing/Promotion</b>	\$0	\$500	\$0	\$1,000	
<b>Insurance</b>	\$480	\$480	\$960	\$960	
<b>Total Expenses</b>	<b>\$64,724</b>	<b>\$44,333</b>	<b>\$133,284</b>	<b>\$93,195</b>	
*Staffing includes: 40% YMCA AOA Director, Senior Center Program Coordinator, Housekeeping, Lawn/Snow Maint., Staffing for Marketing & Newsletter Publication/Printing, Benefits and Taxes.					
Items "shaded" would still be paid by City.		<b>\$1,625</b>		<b>\$3,500</b>	
<b>Contracted fee to YMCA</b>		<b>\$42,708</b>		<b>\$89,695</b>	
<b>Savings to City</b>		<b>\$20,391</b>		<b>\$40,089</b>	

**Menasha Senior Center  
Neenah-Menasha YMCA Proposal**

City of Menasha Budget	*City Budget 2010 (Jul-Dec)		City Budget 2011 Estimate	
<b>Income</b>				
County Grant	\$12,871		\$25,741	
Rental Fees*	\$2,500		\$5,000	
<b>Sponsorships/ Ads (YMCA)</b> (C) - Income generated would offset cost of newsletter)	\$1,000		\$2,000	
<b>Donation Program (YMCA)</b> (A) - Income from donation program will help offset some staffing costs)	\$1,000		\$2,000	
<b>Tax-Based Subsidy*</b>	\$26,962		\$58,454	
<b>Total Income</b>	<b>\$44,333</b>		<b>\$93,195</b>	
<b>Expenses</b>				
Contract to YMCA	\$42,708		\$89,695	
<b>Buildings (B)</b>	\$1,625		\$3,500	
<b>Total Expenses</b>	<b>\$44,333</b>		<b>\$93,195</b>	
*As Rental Fee Income increase, the Tax-Based Subsidy can decrease.				
Instructor fees & expenses for classes are offset by income generated from fee classes. Income & expense for these classes are not included.				

**Menasha Senior Center  
Neenah-Menasha YMCA Proposal**

Senior Center YMCA Staffing Costs	YMCA Budget 2010 (Jul-Dec)	YMCA Budget 2011 Estimate
<i>Direct Facility Staffing Costs</i>		
<b>AOA Director (40%)</b>		
<b>Wages</b>	\$7,535	\$16,274
<b>FICA</b>	\$904	\$1,953
<b>Retirement (12%)</b>	\$577	\$1,245
<b>Activity Coordinator</b>		
<b>Wages</b>	\$12,812	\$26,383
<b>FICA</b>	\$980	\$2,018
<b>Retirement (12%)</b>	\$1,537	\$3,166
<b>Health Ins. - Family (80% YMCA/20% Employee)</b>	\$6,234	\$12,468
<b>Dental Ins. Family (75% YMCA/25% Employee)</b>	\$226	\$452
<b>Housekeeping (Wages &amp; FICA)</b>	\$2,600	\$5,200
<b>Lawn/Snow Removal (Wages &amp; FICA)</b>	\$250	\$500
<b>Marketing &amp; Publishing (Wages &amp; Staffing)</b>	\$920	\$3,475
<b>Total Expenses</b>	<b>\$34,575</b>	<b>\$73,134</b>



To: Mayor Merkes  
Members of the Common Council

From: Chief Stanke  
I.T. Patrick James

Date: June 17, 2010

Re: Cell Phone Contract

Our current cell phone contract with U.S. Cellular has expired and we have researched options for Cell phone service. We along with the Menasha School District, the Neenah School District, and the City of Neenah entertained bids for phone service.

All participants had their advantages and disadvantages, however it is our recommendation, based on several factors including overall pricing, the ability to deliver service to the E.O.C. and an excellent service relationship in the past, that we renew our service agreement with U.S. Cellular and sign a new two year contract.

**STATE OF WISCONSIN AUTHORIZED USER/LOCAL GOVERNMENT  
CUSTOMER SERVICE AGREEMENT**

THIS STATE OF WISCONSIN AUTHORIZED USER/LOCAL GOVERNMENT CUSTOMER SERVICE AGREEMENT (this "Agreement"), dated \_\_\_\_\_ April 26 \_\_\_\_\_, 2010 (the "Effective Date"), is by and between United States Cellular Corporation on behalf of its operating licensed affiliates doing business as U.S. Cellular ("USCC"), and \_\_\_\_\_ on behalf of its employees and permitted subsidiaries and affiliates ("Customer").

WHEREAS, Customer is an Authorized User as defined by Wisconsin Statute 16.70(8). As an Authorized User Customer is eligible to receive the State of Wisconsin's preferred pricing for Services and Equipment; and

WHEREAS, Customer desires to purchase wireless telecommunication Services and Equipment from USCC at the preferred pricing; and

WHEREAS, USCC is willing to provide Customer with wireless telecommunication service and Equipment in accordance with the provisions and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

**1. DEFINITIONS.**

- (a) "Equipment" means wireless telephone and data equipment purchased by Customer from USCC or otherwise provided to Customer by USCC for use in connection with Service.
- (b) "Service" means the wireless telecommunication services (including, without limitation, voice and data services) that USCC will provide to Customer pursuant to this Agreement.

**2. PROVISION OF SERVICE.**

(a) USCC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps. The standard coverage maps as of the Effective Date are attached hereto as Exhibit A. Such maps may be updated periodically by USCC. Service is furnished for Customer's use only. Customer may not resell Service to third parties. Customer may not use the Service for any unlawful, improper, harassing or abusive purposes or in a manner that interferes with USCC's network, business operations, employees or customers.

(b) Customer's use of the data services portion of Service (currently known as easyedge<sup>sm</sup> Phone Service), specifically excluding any BlackBerry products or services, shall be governed by this Agreement and the Wireless Data (powered by BREW) End User License Agreement attached hereto as Exhibit B. Customer's use of any BlackBerry portion of the Service shall be governed by this Agreement and the applicable RIM License(s). For purposes of this Agreement, "RIM License(s)" means the then current standard software license(s), in whatever form or medium provided by Research In Motion Corporation, a Delaware corporation and/or Research In Motion Limited, an Ontario corporation (individually and collectively, "RIM"), in conjunction with the "BlackBerry" wireless handset device and related services, including but not limited to the BlackBerry Enterprise Server ("BES") Software License and BlackBerry End User/Software License Agreements provided with the BES software and BlackBerry Wireless handset devices, respectively. A current set of versions of RIM Licenses can be found at <http://www.rim.com/legal/index.shtml>. As a condition to receiving any BlackBerry portion of the Service, Customer shall enter into, and at all times during the Initial Term and any Renewal Term maintain in place and comply with the terms of, the RIM Licenses needed to receive the BlackBerry portion of the Service. Customer shall be responsible for ensuring that any end user using the BlackBerry portion of the Service through Customer enter into the applicable RIM License(s) as may be required by RIM.

(c) USCC shall provide Customer with a major account support team and customer support as set forth in Exhibit C.

(d) Customer shall be solely responsible for the selection, implementation, and performance of any third party equipment, software and telecommunication equipment and services (including, without limitation, Internet email connectivity) used in connection with the BlackBerry portion of the Service. Customer shall be responsible for insuring that the computer equipment and email system used by Customer in connection with the BlackBerry portion of the Service meets USCC's and RIM's minimum standards for interoperability including, without limitation, those with respect to memory requirements, processing speed, the choice of email server and client software, and the use of dedicated Internet access for accessing Internet email.

(e) USCC may impose usage or service limits, suspend service or block certain categories of transmissions in its sole discretion to protect its customers or its business. Customer may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with USCC's network, business operations, employees or customers.

**3. RATES AND CHARGES.**

(a) Customer shall pay for Service at the rates set forth in Exhibit D. Customer shall also pay applicable additional fees and charges including, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability), surcharges, and taxes. Customer acknowledges that such additional fees and charges are subject to change without prior notice.

(b) With respect to the BlackBerry portion of the Service, if any, Customer shall pay the rates set forth in the attached Exhibit E.

(c) USCC reserves the right to pass through to Customer with prior written notice any increased cost imposed on USCC by RIM with respect to Customer's usage of the BlackBerry portion of the Service. Customer agrees to pay any such cost passed through by USCC.

(d) If Customer desires to purchase any services offered by USCC for which rates are not set forth in Exhibit D or Exhibit E, then upon request from Customer, USCC shall provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts such offered rates and charges, USCC shall provide such services which shall thereafter be deemed to be part of the Service.

4. **BILLING AND PAYMENT.**

USCC shall bill Customer on a monthly basis for all amounts due hereunder. Due to delayed reporting by other carriers, some wireless usage incurred while roaming outside a USCC market may be billed in months subsequent to Customer's actual usage. The minutes used, and associated charges, will be applied against Customer's monthly plan minutes in the month that the usage appears on Customer's bill rather than the month the calls were actually placed. Customer will be billed in advance for monthly access charges and in arrears for usage charges. Payments are due by the due date shown on the monthly invoice. USCC may charge a late fee of 18% per annum for any amount not paid when due. Except where prohibited by law, Customer agrees to reimburse USCC for all costs (including, without limitation, reasonable attorneys' fees, collection fees and similar expenses) incurred by USCC in connection with the collection of amounts due from Customer hereunder.

5. **COVERAGE.**

Customer acknowledges that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by USCC or its agents are not guarantees. Customer also acknowledges that the BlackBerry portion of the Service may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships including, without limitation, that with RIM

6. **EQUIPMENT.**

(a) USCC shall sell wireless handset Equipment to Customer at the prices set forth in Exhibit F for each Eligible Upgrade and for each new line of Service activated by Customer. An "Eligible Upgrade" shall mean Customer's first upgrade of wireless handset Equipment for a line of Service after completing 20 months of Service on such line. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.

(b) At Customer's option, Customer may change the Service rate plan for any of its then-existing Equipment to any other Service rate plan set forth on Exhibit D, provided that such Equipment is compatible with the chosen Service rate plan.

(c) USCC shall sell RIM wireless handset Equipment to Customer at the prices set forth in Exhibit G hereto.

7. **TERM AND TERMINATION.**

(a) **Term.** Unless terminated earlier as provided herein, the initial term of this Agreement shall commence as of the Effective Date and shall expire on June 30, 2010 (the "Initial Term"). The term of this Agreement shall renew thereafter for successive thirty-day terms (each a "Renewal Term") unless either party notifies the other party in writing of its intent not to renew this Agreement, and such notice is provided at least thirty days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be.

(b) **Termination.** Either party (the "Nondefaulting Party") may terminate this Agreement if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting Party's assets or business; (iii) is the subject of a bankruptcy, whether voluntary or involuntary; or (iv) materially breaches any of its obligations under this Agreement, and such breach is not cured within ten days after the Nondefaulting Party notifies the Defaulting Party in writing of such breach. USCC may immediately terminate the BlackBerry portion of the Service (x) if USCC is prevented from providing such portion of the Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other government authority, (y) upon termination of any third party relationship that affects such portion of the Service including, without limitation, termination of USCC's relationship with RIM, or (z) if Customer fails to comply with any applicable RIM License.

(c) **Early Termination Fees.** If this Agreement or any line of Service is terminated during the Initial Term for any reason other than USCC's material breach of this Agreement or for reasons set forth in Section 7(b)(x) or Section 7(b)(y) above, Customer will be assessed an early termination fee per terminated line of Service. Liquidated Damages may also apply

(d) **Consequences of Termination.** Upon termination or expiration of this Agreement: (i) Customer shall pay all amounts due hereunder to USCC; (ii) USCC shall cease to provide Service hereunder; and (iii) Sections 7 and 9 through 19, as well as any other provision that should naturally extend beyond the termination or expiration of this Agreement, shall survive such expiration or termination of this Agreement for any reason.

8. **THEFT.**

If any Equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer is responsible for all charges until Customer reports the loss, theft, or other occurrence to USCC. USCC may require Customer to provide USCC with

a police report or sworn statement verifying the loss or theft before waiving any charges. No such report shall be deemed to be a notice of termination of this Agreement.

9. **ARBITRATION.**

Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration at the request of either party. Each party shall bear its own costs and attorneys' fees. The American Arbitration Association shall administer the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Both parties acknowledge that this Agreement is a transaction involving interstate commerce, and is therefore governed by the Federal Arbitration Act. By agreeing to arbitration, both parties are waiving their right to litigate in court including any right to a jury trial. The parties agree that all claims shall be treated individually, and there shall be no consolidation of claims or class actions.

10. **CERTIFICATE OF AUTHORITY.**

If Customer is a person, firm, or organization other than the individual user of the Service, the individual agreeing to this Agreement on behalf of such Customer hereby certifies having authority to agree on behalf of Customer.

11. **LIMITS OF LIABILITY.**

USCC'S LIABILITY REGARDING CUSTOMER'S USE OF THE SERVICES OR RELATED EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICE OR EQUIPMENT, IS LIMITED TO THE CHARGES CUSTOMER INCURS FOR THE APPLICABLE SERVICE OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS USCC IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

12. **DISCLAIMER OF WARRANTIES.**

USCC MAKES NO WARRANTY REGARDING THE SERVICES AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USCC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. USCC DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH USCC HAS NO LIABILITY WHATSOEVER). USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY PORTION OF THE SERVICE PROVIDED BY RIM, ITSELF OR THROUGH OR IN CONJUNCTION WITH USCC, OR FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SUCH SERVICE. USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE BLACKBERRY PORTION OF THE SERVICE PROVIDED BY ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, BY RIM, THROUGH OR IN CONJUNCTION WITH USCC. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USCC SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE SERVICE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

13. **ASSIGNMENT.**

USCC may assign this Agreement without notice to Customer. Customer may assign this Agreement only with USCC's prior written consent.

14. **ENTIRE AGREEMENT AND AMENDMENT.**

This Agreement is the entire agreement between Customer and USCC. This Agreement supersedes any inconsistent or additional promises made to Customer by any employee or agent of USCC, including but not limited to any customer service agreement between USCC and any affiliate or subsidiary of Customer. Except as otherwise provided herein, this Agreement may not be modified or amended or any rights of a party to it waived except in a writing signed by duly authorized representatives of the parties hereto.

15. **GOVERNING LAW.**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin. In the event of any conflict between this Agreement and the applicable laws or tariffs of any local, state or federal body, such laws or tariffs shall control to the extent applicable. All Exhibits to this Agreement are hereby incorporated into and made a part of this Agreement.

16. **NO WAIVER; SEVERABILITY.**

USCC's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

17. **NOTICE.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when either personally served or after 3 business day if mailed by certified, registered mail, return receipt requested, or after 1 business day if delivered by a reputable overnight delivery service, or by facsimile transmission to:

**USCC:**

Attn: \_\_\_\_\_  
Dan O'Day, Business Account Executive  
(920) 428-1894  
2500 N. Lynndale Ave, Ste B  
Appleton, WI 54914

**Customer:**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With a copy to:**

United States Cellular Corporation  
Attn: Legal and Regulatory Affairs  
8410 West Bryn Mawr  
Chicago, IL 60631  
FAX #: (773)864-3133

and to:

Stephen P. Fizzell, Esq.  
Sidley Austin LLP  
1 S. Dearborn Street  
Chicago, IL 60603  
FAX #: (312)853-7036

If either party changes its address during the Term, it shall so advise the other party in writing, and all notices thereafter required to be given shall be sent to such new address.

18. **COMPLIANCE WITH LAW.**

Each party shall comply with all applicable laws, rules and regulations in its performance hereunder.

19. **PUBLICITY AND ADVERTISING.**

Neither party shall, without the prior written consent of the other party: (i) use any name, trade name, trademark, service mark or symbol of the other party in advertising, publicity or otherwise, or (ii) represent, directly or indirectly, that any Service or Equipment provided by such party has been approved or endorsed by the other.

20. **IN BUILDING REPEATER SYSTEMS.**

Customer acknowledges that, pursuant to Section 22.383 of the FCC's Rules (47 C.F.R. Section 22.383), only FCC licensees are authorized to install and operate any "in building radiation systems" or "in building repeater systems" as defined in Section 22.99 of the FCC's Rules (47 C.F.R. Section 22.99) and that the installation and operation of any such system can take place only with USCC's consent and under its supervision and control. During the term of this Agreement, Customer shall not install on its premises any such system without USCC's prior written consent.

21. **AFFILIATES AND SUBSIDIARIES.**

Upon request by Customer and subject to USCC's written approval, which may be withheld in its sole discretion, Customer's affiliates and subsidiaries may purchase Service or Equipment from USCC pursuant to the terms and conditions of this Agreement. Customer shall guarantee the performance of its approved affiliates and subsidiaries obligations under this Agreement.

22. **CREDIT INFORMATION.**

Customer authorizes business references or consumer and credit agencies to furnish USCC with credit records, ratings, and history.

23. **CONFIDENTIALITY.**

(a) **Confidential Information.** "Confidential Information" means with respect to a party hereto, this Agreement, together with all business or technical information or materials of such party provided hereunder. Confidential Information shall not include information or material that the receiving party demonstrates: (i) was known to the receiving party prior to the Effective Date free of any obligation of nondisclosure; (ii) was in the public domain prior to the date received by a receiving party hereunder or which subsequently came into the public domain through no fault of the receiving party; (iii) was lawfully received

by the receiving party from a third party free of any obligation of nondisclosure; or (iv) was independently developed by the receiving party, employees, consultants or agents without reference to any Confidential Information of the disclosing party.

(b) **Maintaining Confidentiality.**

The parties shall:

(i) hold all Confidential Information in strict confidence and not disclose it to others or use it any way except in performing the receiving party's obligations under this Agreement; and

(ii) take all action reasonably necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

(c) **Ownership and Return of Confidential Information.** Confidential Information furnished to the receiving party by the disclosing party will be and shall remain solely the property of the disclosing party. The receiving party agrees to return all Confidential Information and any materials or other property provided by the disclosing party promptly, at the disclosing party's request or upon termination of this Agreement, whichever occurs first. The receiving party agrees not to retain any Confidential Information of the disclosing party or reproductions thereof, or other such property or materials, after such request or termination.

(d) **Required Disclosures.** Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to the extent that the receiving party is required by any subpoena or other lawful process.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

UNITED STATES CELLULAR CORPORATION

[\_\_\_\_\_]

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNATURE PAGE  
TO  
STATE OF WISCONSIN AUTHORIZED USER/LOCAL GOVERNMENT CUSTOMER SERVICE AGREEMENT  
BY AND BETWEEN  
UNITED STATES CELLULAR CORPORATION  
AND  
[\_\_\_\_\_]

**EXHIBIT A  
CURRENT COVERAGE MAP**



WIAuthUserMap.pdf  
f (2 MB)

See Embedded PDF File Titled  
“WIAuthUserMap.pdf”  
Depicting Coverage  
For  
State of Wisconsin Local Plan

National Coverage Applies for State of Wisconsin National Plan

EXHIBIT B

U.S. Cellular Wireless Data (powered by BREW™) End User License Agreement

1. **Limited License.** The developer of the Application (“Developer”) hereby grants to you a non-exclusive limited license to install the object code version of the Application on one wireless communication device and to use the Application on such device. All rights not expressly granted are reserved by the Developer. The term “Application” includes any software that is provided to you at the same time the Application is provided to you, or that is used in connection with the Application.
2. **Restrictions.** You agree not to reproduce, modify or distribute the Application or other software included in your wireless device (“Other Software”). Subject to applicable law, you agree not to decompile or reverse engineer the Application or the Other Software. You agree not to (i) remove any copyright or other proprietary notice from the Application or the Other Software, or (ii) sublicense or transfer the Application or the Other Software to a third party.
3. **Ownership.** You agree that the Developer and its licensors retain all right, title and interest in and to the Application and all copies of the Application, including all copyrights therein. You agree to erase an Application from your wireless device upon receipt of notice.
4. **Termination.** This Agreement shall terminate immediately, without notice, if you fail to comply with any material term of this Agreement. Upon termination you agree to immediately erase the Application from your wireless device.
5. **Disclaimer of Warranty.** THE APPLICATION IS LICENSED TO YOU “AS IS.” DEVELOPER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.
6. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DEVELOPER OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE APPLICATION (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS), EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DEVELOPER’S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.
7. **Export.** The Application is subject to the export control laws and regulations of the United States and other jurisdictions. You agree to comply with all such laws and regulations.
8. **Government.** If you are or are acting on behalf of an agency or instrumentality of the United States Government, the Application is “commercial computer software” developed exclusively at private expense. Pursuant to FAR 12.212 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Application is governed by the terms of this Agreement.
9. **Miscellaneous.** This Agreement is governed by the laws of the State of California, USA, without regard to California’s conflict of law principles. The United Nations Convention on Contracts for the Sale of International Goods does not apply to this Agreement. If any provision hereof is held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement constitutes the entire agreement between you and the Developer regarding its subject matter and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No modification or alteration of this Agreement will be valid except in writing signed by you and the Developer.

EXHIBIT C  
CUSTOMER SUPPORT

Account Team Contact Information:

Dan O'Day

(920) 428-1894

[Dan.oday@uscellular.com](mailto:Dan.oday@uscellular.com)

Ryan Foley

(920) 470-7557

[Ryan.foley@uscellular.com](mailto:Ryan.foley@uscellular.com)

Customer Service Contact Information:

Business Support: (800) 819-9373

**EXHIBIT D**  
**RATES**

**Eligibility:** Wisconsin statutes (s.16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities (authorized users) to purchase from state contracts. A “municipality” is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district or any other public body having the authority to award public contract (s. 16.70 (8), Wis. Stats). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats. This Cooperative Purchasing (Authorized User Program) is for official business use only. Employees, their families or any other business authorized users may be associated with may not participate in the Cooperative Purchasing (Authorized User Program)

**Activation Fee:** Waived  
**Initial Contract Term:** 24 months from date of execution of agreement  
**Contract Termination Fee:** \$150.00 prorated over the term of the contract  
**Liquidated Damages:** Authorized User activating service during final twelve (12) months of the contract period, and then choose to leave U.S. Cellular® at the end of the contract term, will pay liquidated damages for equipment. Liquidated damages will be assessed based on calculating the difference between U.S. Cellular®’s list price for the equipment and the actual purchase price paid by the authorized user.

**State of Wisconsin Local Plan**

Monthly Access	\$3.00
Incoming Minute	\$0.05
Outgoing Minute	\$0.05
Long Distance Minute	No incremental charge
Toll Free Minute	\$0.05
Directory Assistance Per Call	\$1.50
Mobile to Mobile Minute	\$0.05
Intra State Roaming Minute	\$0.05
Inter State Roaming Minute	\$0.30
Monthly USF Fee	\$0.70

The \$0.05 rate applies to all minutes within the State of Wisconsin and on the U.S. Cellular® network nationwide.  
The \$0.30 Inter State Roaming Minute applies to all roaming minutes outside of Wisconsin and off the US Cellular® network nationwide.

**State of Wisconsin National Plan**

Monthly Access	\$6.00
Incoming Minute	\$0.05
Outgoing Minute	\$0.05
Long Distance Minute	No incremental charge
Toll Free Minute	\$0.05
Directory Assistance Per Call	\$1.50
Mobile to Mobile Minute	\$0.05
Intra State Roaming	\$0.05
Inter State Roaming	\$0.05
Monthly USF Fee	\$0.70

Unlimited Mobile to Mobile	\$6.00	May be added to this National Rate plan. Mobile to Mobile only on USCC Network.
Unlimited Incoming /	\$8.00	May be added to this National Rate plan. National network coverage.

RATES

Additional Services Available for Both Rate Plans

easyedge <sup>SM</sup> Unlimited	\$9.95
Text Messaging 250	\$4.95
Text Messaging 750	\$9.95
Unlimited Text Messaging	\$14.95
Picture Messaging 20	\$2.95
Picture Messaging 50	\$5.95
Picture Messaging 100	\$10.95
Mobile Paging	\$6.95
Advanced Mobile Paging	\$8.95
Signal Insurance	\$5.95
Windows Mobile Email &Web	\$24.95

20% of Access for the following Plans

- Wide Area Single Line Plans
- National Single Line Plans
- Wide Area Family Plans
- National Family Plans
- Wide Area Business Community Plans- Pooled and Non-Pooled
- Business National Plans-Pooled and Non-Pooled
- Unlimited Data for Wireless Modem Plan (\$49.95 discounted to \$39.96)

**EXHIBIT E**  
**BLACKBERRY SERVICE RATES**

**BlackBerry® Service Rates**

BES Express	\$24.95
Unlimited Data for BlackBerry® w/Voice Plan (BES)	\$32.00
Unlimited Data for BlackBerry® Data Only Plan (BES)	\$32.00
5 GB Data for BlackBerry® (BIS)	\$24.95 + \$0.01 per KB overage

EXHIBIT F

EQUIPMENT

Basic Handsets

Basic Bar Phone	Samsung R311 Axle	\$0.01
Basic Flip Phone	LG UX310 Helix	\$0.01

Basic handset equipment options subject to change based on manufacturer availability.

Other Handsets

Fixed Discount off Full Retail	25%
One Time Credit-Voice Handsets	\$100.00

Net handset pricing for new lines of service and eligible upgrades is calculated per the following:

**Full Retail Price- Less the 25% -Less the One Time Credit= Net Pricing**

Example:

Full Retail Price	\$199.95
25 % Discount	(\$49.99)
One Time Credit	<u>(\$100.00)</u>
Net Price	\$49.96

HTC Snap

Fixed Discount off Full Retail	25%
One Time Credit	\$299.00
Full Retail Pricing	\$349.95
Net Pricing:	\$0.01

Wireless Modem Card \$0.01

Accessories 25% Discount

**EXHIBIT G**  
**BLACKBERRY EQUIPMENT**

**BlackBerry® Devices**

Fixed Discount off Full Retail            25%  
One Time Credit                                \$299.00

	<u>Full Retail</u>	<u>Net Pricing</u>
BlackBerry® 8530 Curve 2	\$399.95	\$.01
BlackBerry® Flip Pearl	\$399.95	\$.01
BlackBerry® 9630 Tour	\$499.95	\$75.96

**CHAPTER 2**  
Fire Prevention

**SEC. 5-2-1 IMPEDING FIRE EQUIPMENT PROHIBITED.**

No person shall impede the progress of the fire engine or fire truck or other fire apparatus of the ~~Menasha Fire~~ Neenah-Menasha Fire Rescue Department along the streets or alleys of such City at the time of a fire or when the ~~Fire~~ Neenah-Menasha Fire Rescue Department of the City is using such streets or alleys in response to a fire alarm or for practice.

**SEC. 5-2-2 POLICE POWER OF THE DEPARTMENT; INVESTIGATION OF FIRES.**

(a) **POLICE AUTHORITY AT FIRES.**

(1) The Fire Chief, ~~and~~ assistants, or officers in command at any fire, emergency operations and hazardous situation are hereby vested with full and complete police authority at fires, emergency operations and hazardous situation. Any officer of the Department may cause the arrest of any person failing to give the right-of-way to the ~~Fire~~ Neenah-Menasha Fire Rescue Department in responding to a fire, emergency operations and hazardous situation.

(2) The Fire Chief may prescribe certain limits in the vicinity of any fire within which no persons, excepting ~~firemen~~ firefighters and ~~police~~ police officers and those admitted by order of any officer of the Department, shall be permitted to come.

(3) The Fire Chief shall have the power to cause the removal of any property whenever it shall become necessary for the preservation of such property from fire or to prevent the spreading of fire or to protect the adjoining property, and during the progress of any fire he shall have the power to cause the removal of all wires or other facilities and the turning off of all electricity or other services where the same impedes the work of the Neenah-Menasha Fire Rescue Department during the progress of a fire.

(b) **FIRE INSPECTION DUTIES.**

(1) The Fire Chief shall be the Fire Inspector of the City of Menasha and shall have the power to appoint one or more Deputy Fire Inspectors and shall perform all duties required of the Fire Inspectors by the laws of the State and rules of the ~~Department of Industry, Labor and Human Relations~~ Wisconsin Department of Commerce, particularly Section 101.14, Wis. Stats.

(2) While acting as Fire Inspector pursuant to Sec. 101.14(2), Wis. Stats., the Fire Chief, or any officer of the ~~Fire~~ Neenah-Menasha Fire Rescue Department designated by the Fire Chief, shall have the right and authority to enter any building or upon any premises in the City of Menasha at all reasonable hours for the purpose of making inspections or investigations which, under the provisions of this Code of Ordinances, he may deem necessary. Should the Fire Inspector find that any provisions of this Code relating to fire hazards and prevention of fires are being violated, or that a fire hazard exists which should be eliminated, it shall be his duty to give such directions for the abatement of such conditions as he shall deem necessary and, if such directions be not complied with, to report such noncompliance to the ~~Common Council~~ City Attorney for further action.

(3) The Fire Chief of the ~~Fire~~ Neenah-Menasha Fire Rescue Department or an officer designated by him shall inspect all building premises, except the interior of private dwellings, for the purpose of correcting any violations of any law or ordinance relating to the fire hazard or the prevention of fires. Such inspections shall ~~be made every six (6) months~~ follow the time frames set up in Comm 14.01 in all territory served by the Department. ~~Each six (6) month period shall begin on January 1 and July 1.~~

(4) Written reports of inspections shall be made and kept on file in the office of the Fire Chief of the ~~Fire~~ Neenah-Menasha Fire Rescue Department in the manner and form required by the ~~Department of Industry, Labor and Human Relations~~ Wisconsin Department of Commerce. A copy of such reports shall be filed with the City Clerk.

State Law Reference: Section 101.14(2), Wis. Stats.

**SEC. 5-2-3 DAMAGING FIRE HOSE PROHIBITED; PARKING BY HYDRANTS; BLOCKING FIRE LANES.**

- (a) **DRIVING OVER FIRE HOSE.** No person shall willfully injure in any manner any hose, hydrant or fire apparatus belonging to the City, and no vehicle shall be driven over any unprotected hose of the Fire Department when laid down on any street, private driveway or other place, to be used at any fire or alarm of fire, without the consent of the Fire Department official in command.
- (b) **PARKING VEHICLES NEAR HYDRANTS.** It shall be unlawful for any person to park any vehicle or leave any object within ten (10) feet of any fire hydrant at any time.
- (c) **NO PARKING NEAR FIRE.** It shall be unlawful for any person, in case of fire, to drive or park any vehicle within one block from the place of fire without the consent and authority of the Fire Chief or any police officer.

**SEC. 5-2-4 FIREMEN FIREFIGHTERS MAY ENTER ADJACENT PROPERTY.**

- (a) **ENTERING ADJACENT PROPERTY.** It shall be lawful for any fireman firefighters while acting under the direction of the Fire Chief or any other officer in command to enter upon the premises adjacent to or in the vicinity of a building or other property then on fire for the purpose of extinguishing such fire and in case any person shall hinder, resist or obstruct any fireman firefighters in the discharge of his or her duty as is hereinbefore provided, the person so offending shall be deemed guilty of resisting firemen firefighters in the discharge of their duty.
- (b) **DESTRUCTION OF PROPERTY TO PREVENT THE SPREAD OF FIRE.** During the progress of any fire, the Fire Chief or his assistant shall have the power to order the removal or destruction of any property necessary to prevent the further spread of fire; provided that it is inevitable that, unless such property is removed, other property is in danger of being destroyed by fire.

**SEC. 5-2-5 VEHICLES TO YIELD RIGHT-OF-WAY.**

Whenever there shall be a fire or fire alarm ~~or the Fire Department shall be out for practice, and~~ while operating a vehicle that is responding to emergencies every person driving or riding in a motorized or other vehicle shall move and remain to the side of the street until the fire engine and fire truck and other fire apparatus shall have passed.

**SEC. 5-2-6 INTERFERENCE WITH USE OF HYDRANTS PROHIBITED.**

No person shall occupy any portion of such streets or alleys with a motorized or other vehicle between such fire engine or fire truck or other fire apparatus or any hydrant to which a fire hose may be, or may be about to be, attached.

**SEC. 5-2-7 OPEN BURNING.**

- (a) **OPEN BURNING PROHIBITED.** No person, firm or corporation shall build any outdoor fire within the corporate limits of the City of Menasha excepting as set forth in Subsection (b) of this Section.
- (b) **EXCEPTIONS.**
  - (1) Outdoor cooking over a fire contained in a device or structure designed for such use.
    - a. Material used to make a cooking fire cannot include construction materials, trash or rubbish.
    - b. All cooking devices must be in good working condition to prevent the possible spread of fire;
    - c. For all multi-family dwellings more than one story in height, the use and/or storage of any propane or charcoal portable cooking device or any portable fireplace device is strictly prohibited above the first floor occupancy.

d. For all multi-family dwellings more than one story in height, the use of any open or closed outdoor cooking device, any portable fireplace device, or any open flame device is prohibited within ten (10) feet of the structure on the ground floor or any combustible material on the ground floor.

e. Recreational Fires.

1. It is the intent of the City of Menasha that citizens shall have the opportunity to have recreational fires at single-family and two-family dwellings provided that such fires are in strict compliance with restrictions relating to recreational fires. It is further the intent of the City of Menasha that the Police Department and the Neenah-Menasha Fire Rescue Department shall strictly enforce these restrictions so as to insure that such fires do not compromise safety. Such enforcement shall require an investigation into any complaint and an independent determination by either the Police Department or Neenah-Menasha Fire Rescue Department as to whether a particular recreational fire is in compliance with these regulations.

2. A recreational fire is a campfire for the purpose of recreation and personal enjoyment.

3. A portable fire pit is a structure or device intended to contain and control outdoor wood fires. This shall include a structure which although not portable, is designed to contain and control outdoor wood fires.

4. An in-ground fire pit is defined as a fire pit surrounded on the outside by a non-combustible material such as concrete block or rocks.

5. No recreational fire may be started or allowed to continue burning unless such recreational fire is contained in a portable fire pit or an in-ground fire pit.

6. No recreational fire, portable fire pit, or in-ground fire pit shall be closer than 10 feet from any building, structure, shed, garage, fence, or any combustible material.

7. All recreational fires shall not have a diameter larger than 2 feet nor may the fire extend more than 2 feet above the pit.

8. "Portable" fire pits, such as devices commercially designed and intended to control and contain outdoor wood fires, may be used in accordance with the manufacturer's specifications, these regulations, and must be based upon a non-combustible surface.

9. No recreational fire shall be started or allowed to continue burning when the wind direction or wind speed will cause smoke, embers, or other burning materials to be carried by the wind toward any building or other combustible materials, nor anytime when the wind speed exceeds 7mph. Smoke from any recreational fire shall not create a nuisance for neighboring property owners. The fire shall be completely extinguished based upon the findings of the required investigation conducted by either the Police Department or the Neenah-Menasha Fire Rescue Department. The Police Department and the Neenah-Menasha Fire Rescue Department shall strictly enforce this section so as to comply with the intent of Section e.1. of this ordinance.

10. Material for recreational fires or portable fire pit shall not include rubbish, garbage, recyclable items, trash or any material made of petroleum-based materials, and shall not contain any flammable or combustible liquids, except for devices which are designed to burn LP gas. LP gas devices shall only be used per the manufacturers listing instructions.

11. Adequate fire suppression equipment shall be immediately available to control or extinguish the recreational fire. Adequate fire suppression shall be a garden hose or a large bucket of water within two feet of the fire.

12. All recreational fires or portable fire pits shall be attended at all times by at least one responsible person of age 18 or older from the ignition of the fire until the fire is completely extinguished.

13. The property owner and/or person who have has started any recreational fire shall hold the City harmless from any and all damages caused by a recreational fire.

14. Any party who has started or maintains a recreational fire as defined herein shall pay any and all costs incurred by the Neenah-Menasha Fire Rescue Department for any service related call as a result of a recreational fire NOT in compliance with these requirements, if deemed necessary by the Fire Chief.

15. Any person who wishes to have a recreational fire in a portable fire pit or in-ground fire pit must obtain a permit prior to such fire. The permit shall contain the name and address of the location where the portable fire pit is to be used. Such permit is not transferable to any other person nor any other location.

16. The permit specified in paragraph 44 15 shall require payment of an annual fee to be established by the ~~Common Council~~ Administration Committee upon the recommendation of the Joint Personnel and Finance Committee. A copy of Sec. 5-2-7 shall be provided along with the permit.

17. No recreational fire shall be started or allowed to continue unless the permit and the copy of the ordinance can be produced and shown to anyone who requests to see the permit.

18. No recreational fire may be started or allowed to continue between 12:00 a.m. and 6:00 p.m. Any such fire is presumed unreasonable and must be extinguished. ~~upon demand.~~

19. Any recreational fire, portable fire pit or in-ground fire pit not in compliance with all the terms of Sec. 5-2-7 may, in addition to any other penalties, result in the permanent revocation of the permit.

20. ~~The City Clerk shall send to any permittee a copy of any subsequent amendments to Sec. 5-2-7. Any such amendments may be sent by First Class mail to any permittee.~~ Permits for recreational fires shall be issued only to the property owner or to a tenant, provided that the tenant supplies the City Clerk with a letter of approval for the permit signed by the property owner.

21.

(2) Controlled burning of grass or similar vegetation for environmental management purposes, with the prior written approval of the Fire Chief;

(3) Ceremonial campfire or bonfires, with prior written approval of the Fire Chief;

(4) Other occasions of desirable outdoor burning not specified by this Subsection, but not as an alternative to refuse removal or disposal of which other methods are available, may be granted single occasion approval as in Subsections (2) and (3) above.

(5) Whenever approval and special permit are granted by the Fire Chief under Subsection (b)(2), (3) and (4) of this Section, the permit may specify and be conditioned on observance of safety restrictions and insurance requirements set forth therein.

(c) **FIRE CHIEF MAY PROHIBIT.** The Fire Chief is permitted to prohibit any or all bonfires and outdoor rubbish fires when atmospheric conditions or local circumstances make such fires hazardous.

(d) **BURNING ON STREETS.** No materials may be burned upon any street, curb, gutter or sidewalk.

(e) **LIABILITY.** Persons utilizing and maintaining outdoor fires shall be responsible for any liability resulting from damage caused by his fire.

#### **SEC. 5-2-8 INSTALLATION, REMOVAL AND INSPECTION OF FLAMMABLE AND COMBUSTIBLE LIQUID STORAGE TANKS.**

(a) **AUTHORITY.** The most current version of the Wisconsin Administrative Code, DILHR, Comm Chapter ILHR 10, Flammable and Combustible Liquids is hereby adopted and incorporated by reference.

~~The City of Menasha Fire-~~ Neenah-Menasha Fire Rescue Department shall also be adopted as part of the authorized inspection authority related to storage tank inspections pursuant to the Professional Services Contract between DILHR Wisconsin Department of Commerce and the City of Menasha.

- (b) No person may install, remove or alter any underground storage tanks for storage of flammable or combustible liquids without first obtaining a permit from the ~~City of Menasha Fire-Neenah-Menasha Fire Rescue~~ Department.
- (c) **INSPECTION REQUIREMENTS - SCOPE OF SERVICE.** ~~The City of Menasha Fire-Neenah-Menasha Fire Rescue~~ Department shall perform the following inspection duties related to the storage of flammable and combustible liquids in the City of Menasha:
- (1) Complete plan examinations for all tank installations of less than 5,000 gallons. Approve/disapprove plans which are submitted based upon the criteria established in ~~ILHR COMM~~ 10, or any successor State law.
  - (2) Establish permit fees, for approval by the ~~Common Council~~ Administration Committee for all work related to the installation and alterations of tanks less than 5,000 gallons and permit fees for all tank removals.
  - (3) Perform installation inspections for tank systems reviewed at either the state or local level.
  - (4) Authorize stop work orders when violations of ~~ILHR COMM~~ 10 have occurred.
  - (5) Perform the annual inspection of federally regulated tank systems for compliance with leak detection, operation and maintenance and the closure requirements established in ~~ILHR COMM~~ 10.
  - (6) Perform inspections at the closure of tank systems.
  - (7) Perform any and all duties or authority as set forth in ~~ILHR COMM~~ 10, the City of Menasha Municipal Code, or the contractual inspection agreement with ~~DILHR, Wisconsin Department of Commerce~~ as necessary and determined by the ~~City of Menasha Fire-Neenah-Menasha Fire Rescue~~ Department.
- (d) **INSPECTION REQUIREMENTS - NOTICE.** Notice inspection requirements shall be as follows:
- (1) ~~The City of Menasha Fire-Neenah-Menasha Fire Rescue~~ Department shall be notified ten (10) days in advance of any underground storage tank removal.
  - (2) Twenty-four (24) hour minimum advance notice shall be required for any canceled installation, upgrade, or removal inspection appointment.
- (e) **FEES.**
- (1) Any plan review, new installation inspections or upgrade plan review inspections for tanks of 5,000 gallons or greater shall require a prepaid fee as established by State authority.
  - (2) All other plan review, new installation inspections, upgrade plan review and inspections, revisions of previously approved plans and all underground storage tank removals shall require a prepaid fee as established under Sec. 5-2-8(b)(c)(2).
- (f) **PENALTY.**
- (1) Any person, firm, association or corporation who shall violate any of the provisions of Ordinance 5.07 shall, upon conviction of such violation, be subject to ~~penalty as follows:~~ forfeiture not to exceed \$500.00, together with the costs of prosecution.
  - ~~e~~ (2). Each violation, and each day a violation continues or occurs, shall constitute a separate offense. Nothing in this ordinance shall preclude the City of Menasha from maintaining any appropriate action to prevent or remove a violation of this ordinance.
  - ~~b~~ (3) Failure to obtain any permit will result in the doubling of any permit fee.
  - ~~d~~ (4) Failure to remove any contaminated soil within thirty (30) days after completion of any project will constitute a public nuisance under Sec. 11-7-2.
  - ~~a~~ (5) A stop work order shall be issued until compliance has occurred, and a forfeiture not to exceed \$500.00, together with the costs of prosecution.

## SEC. 5-2-9 FIRE ALARMS.

- (a) The user of any private alarm system which upon activation, elicits a response from the ~~Fire-Neenah-Menasha Fire Rescue~~ Department or Police Department, shall be subject to ~~the following an answering fee schedule~~ for each alarm response in the calendar year. ~~The fee will be assessed~~ if it is determined that the alarm was discharged falsely, accidentally, or by negligence, including lack of maintenance. Answering fees shall be established by the Administration Committee.

(b) **FEE SCHEDULE.**

- ~~(1) First two false alarms -- No Charge.~~
- ~~(2) Third and fourth false alarm -- \$25.00.~~
- ~~(3) Fifth through sixth false alarm -- \$75.00.~~
- ~~(4) Seventh through eighth false alarm -- \$100.00~~
- ~~(5) Ninth and subsequent false alarms -- \$200.00.~~

- ~~(c)~~ (b) The fees above mentioned shall not be imposed in the event of any evidence of forcible entry or attempted forcible entry. Said fee will not be imposed if it can be determined that the alarm was activated by weather conditions, fire or other acts of God.
- ~~(d)~~ (c) If the possessor of the alarm shows to the satisfaction of the Fire Chief or Police Chief, as appropriate, that a false alarm was not the result of negligence or improper maintenance or other good and sufficient cause beyond the reasonable control of the possessor of the alarm, such fee may be waived and the response not counted as a false alarm in computing the fee established by the ordinance.
- ~~(e)~~ (d) The fee established by this ordinance is imposed whether the Winnebago County Communication Center, the ~~Menasha Fire~~ Neenah-Menasha Fire Rescue Department or Police Department receive notification of the alarm by direct connection or through other intermediary means.
- ~~(f)~~ (e) Those subject to fees for false alarms shall be notified, in writing, of such fees by the City of Menasha within thirty days of the receipt of the fee notification. In the event fees remain unpaid, said fees may be collected as a special tax assessed against the property of the owner.
- ~~(g)~~ (f) Alarm users who intentionally activate any alarm shall be subject to the receipt of a City of Menasha Municipal Summons for said intentional violation of paragraph (a) of this Section. Intentional activation of any alarm shall be subject to a minimum fine of \$200.00 plus costs per occurrence.