

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
July 6, 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, 6/21/10](#)
- D. ACTION ITEMS
 - 1. [Due Process Hearing – The Bar at Lake Park LLC, d/b/a Sliders, 890 Lake Park Road](#)
 - 2. [Agreement with Spielbauer Fireworks Co., Inc for fireworks programs on July 4, 2011 and July 4, 2012](#)
 - 3. [Agreement with Wisconsin Department of Commerce for Manufactured Home Community Agent, July 1, 2010 – June 30, 2014, and authorize signature](#)
- 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 21, 2010
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Wisneski at 6:30 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Stanke, FC Auxier, DPW Radtke, CDD Keil, C/T Stoffel, PRD Tungate, PHD Nett, Jean Wollerman (YMCA), Clerk Galeazzi, and the Press.

C. MINUTES TO APPROVE

1. [Administration Committee, 6/7/10](#)

Moved by Ald. Hendricks, seconded by Ald. Benner to approve minutes.

Motion carried on voice vote

D. ACTION ITEMS

1. [Neenah-Menasha YMCA Senior Center Collaboration Proposal](#)

CA/HRD Captain explained the collaboration proposal. The YMCA will serve as operation agent for the Senior Center managing the day to day operations of the facility along with older adult programming . The City will be responsible for general maintenance and upkeep of the building. Senior Center staff will be employees of the YMCA.

Discussion ensued on the program options that will be offered at the Senior Center through the YMCA. It was suggest the YMCA should pay for a percentage of the building repairs. When asked if the Senior Center would become a regional Senior Center, Jean Wollerman explained the Center is currently being used by Winnebago County residents because of the grants from Winnebago County.

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

Motion carried on roll call 8-0.

2. [State of Wisconsin Authorized User/Local Government Customer Service Agreement with U.S. Cellular for cell phone service](#)

PC Stanke explained the City of Menasha, City of Neenah, Menasha Joint School District and Neenah Joint School District as a group entertained bids for cell phone service. Staff is recommending staying with U.S. Cellular based on overall pricing, the ability to deliver service to the E.O.C. and an excellent service relationship that U.S. Cellular has provided in the past. U.S. Cellular will allow the upgrade of cell phones at little or no additional cost. CA/HRD Captain stated there were a few provisions of the contract that she will review.

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

Motion carried on voice vote.

3. [Fire Prevention Ch. 2 Ordinance Update](#)

FC Auxier explained the Joint Finance & Personnel Committee recommended making the changes. Most of the changes are clean up from when the two departments merged. There have been some fire code updates that need to be added/changed.

Discussion ensued on making changes to Section 5-2-7(b)(8) the dimension of a recreational fire pit and Section 5-2-7(b)(18) the times allowed to burn.

Moved by Ald. Roush, seconded by Ald. Hendricks to refer back to Joint Finance & Personnel Committee to review Sec. 5-2-7(b)(8) and 5-2-7(b)(18).

Motion carried on voice vote

E. ADJOURNMENT

Moved by Ald. Hendricks, seconded by Ald. Zelinski to adjourn at 7:15 p.m.

Motion carried on voice vote.

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

CITY OF MENASHA,
a Wisconsin Municipal Corporation,

Plaintiff,

vs.

NOTICE OF HEARING

The Bar at Lake Park LLC
d/b/a Sliders
Kim Pischke, agent
890 Lake Park Road
Menasha, WI 54952

Defendant.

PLEASE TAKE NOTICE that pursuant to City of Menasha Code of Ordinances, SEC. 7-2-19, a hearing will be held by the City of Menasha, through its Administration Committee, to consider an assessment of demerit points against your license. A copy of the reasons for the recommendation to assess demerit points against your license is attached and served upon you.

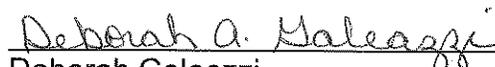
DATE: July 6, 2010

TIME: 6:30 p.m.

LOCATION: City of Menasha
City Hall Council Chambers (3rd Floor)
140 Main Street
Menasha, Wisconsin

YOU ARE FURTHER NOTIFIED, that at the hearing you have the right to provide any relevant information to the Administration Committee for its consideration. You also may be represented by counsel, at your own expense, if you wish.

Dated this 29th day of June, 2010 at Menasha, Wisconsin.



Deborah Galeazzi
City Clerk
City of Menasha
140 Main Street
Menasha, WI 54952

CITY OF MENASHA,
a Wisconsin Municipal Corporation,

Plaintiff,

vs.

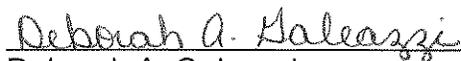
REASON FOR IMPOSITION OF
DEMERIT POINTS

The Bar at Lake Park LLC
d/b/a Sliders
Kim Pischke, agent
890 Lake Park Road
Menasha, WI 54952

Defendant.

The Chief of Police recommends that 40 demerit points be assessed against the liquor license of The Bar at Lake Park LLC, d/b/a Sliders due to a conviction for City Ordinance 7-2-20(a), failure to have a licensed bartender on the premises, judgment of which is attached.

Dated this 29th day of June, 2010 .



Deborah A. Galeazzi
City Clerk
City of Menasha
140 Main Street
Menasha, WI 54952

Menasha Neenah
Defendant Summary Report
Report Date: 6/30/2010

Jaeger, Frederick H

N3744 Hillview Dr.
Appleton, WI 54913

CITATION:

Information:

Citation No. 077030224
Violation: 7-2-20(a) Operator's License Required
Offense Date: 2/28/2010
Initial Court Appearance: 4/14/2010 9:30:00 AM
Verdict: Guilty
Forfeiture Amount: \$101.40

Payments: *Balance Due:* \$0.00
 Payment Date: 4/1/2010 Amount Paid: \$101.40

Total Balance Due:
 Citations: \$0.00
 Witness Fees: \$0.00
 Warrant Fees: \$0.00
 Restitution Fees: \$0.00

 Total Amt. Due: \$0.00

“CLASS B” RETAIL LICENSE

No. 09-CBC3RES
\$ 425.00

**COMBINATION
FORM**

City of Menasha
140 Main Street
Menasha, WI 54592

**for the sale of
FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS**

WHEREAS, the local governing body of the City of Menasha, County of Winnebago, Wisconsin, has, upon application duly made, granted and authorized the issuance of a Retail Class “B” License to

THE BAR AT LAKE PARK, LLC.

Frederick Jaeger, Agent

to sell Fermented Malt Beverages as defined by and pursuant to Section 125.26 of the Statutes of the State of Wisconsin, and Local Ordinances and the said applicant has paid to the treasurer the sum of \$100.00 for such Class “B” Retailer’s Fermented Malt Beverage License as required by local ordinances,

AND WHEREAS, the local governing body has granted and authorized the issuance of a “Class B” Intoxicating Liquor License to said applicant to sell intoxicating liquor as defined in and pursuant to Section 125.51(3) of the Statutes of the State of Wisconsin and local ordinances and the said applicant has paid to the treasurer the sum of \$325.00 for such “Class B” Intoxicating Liquor License as provided by local ordinances and has complied with all the requirements necessary for obtaining such licenses, **LICENSES ARE HEREBY ISSUED** to said applicant to sell, deal and traffic in, at retail, Fermented Malt Beverages and Intoxicating Liquors at the following described premises:

**Basement, main bar area & outdoor patio on the premises located at 890 Lake Park Road, Menasha, WI.
d/b/a: SLIDERS BAR AND GRILL**

FOR THE PERIOD: October 20, 2009 – June 30, 2010.

Given under my hand and the corporate seal of the City of Menasha, County of Winnebago, State of Wisconsin, this 20th day of October, 2009.

(Corporate Seal)

City Clerk

This License must be FRAMED and POSTED in a conspicuous place in the room where Fermented Malt Beverages and Intoxicating Liquors are sold or served.



SPIELBAUER FIREWORKS CO., INC.

DISTRIBUTORS & EXHIBITORS

WISCONSIN'S OLDEST EXHIBITION FIREWORKS CO.

Office: 1976 Lane Road
Green Bay, WI 54311

Factory & Warehouses: Bellevue

Telephone 1-920-336-0446

Fax 1-920-336-1214

Menasha

(Village)

WI

(Location)

Contract entered onto this 5th day of July A.D., 2010 by and between Spielbauer Fireworks Co., Inc. party of the first part, and the **City of Menasha**.

Authorized Agent Mayor Don Merkes
(Official in Charge)

Party of the first part agrees to furnish party of the second part Fireworks per program submitted, said display to be given on the evenings of July 4th, 2011 & July 4th, 2012 weather permitting. It should be understood that should inclement weather prevent the giving of said display on date herein mentioned, the program would be given on the next clear night falling during the above week, for the additional sum of two hundred dollars, to cover auxiliary costs suffered by party of the first part. If said display is not rescheduled, a cancellation fee of 20% of the contract price shall be charged.

Party of the second part agrees to furnish party of the first part sufficient space for the proper giving of said displays, also to furnish dry space to store and prepare said fireworks; furnish necessary police protection and necessary lumber that may be required for erecting the displays, to help our expert display man that we send to superintend said displays.

The party of the first part agrees that proper protection for the benefit of spectators will be covered by bodily injury and property damage insurance at the time of displays, automobiles excluded. It is further agreed and understood that the party of the second part is to pay the party of the first part the sum of \$15,000.00 for each of the above displays, same to be paid \$15,000.00 due by July 4th, 2011 and \$15,000.00 due by July 4th, 2012.

The parties hereto do mutually and severally guarantee the terms, conditions, and payments of this contract, their articles to be upon the parties themselves, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF we set our hands and seals in duplicate hereof this 5th day of July, A.D., 2010.

WITNESSES:

ACCEPTED BY X

(Official in Charge)

Patrick W. Spielbauer
Spielbauer Fireworks Co., Inc. REP

REMARKS:

Fireworks as per itemized proposal number 10Me681 dated 5/10/10. Note that this is a two-year contract for July 4th, 2011 and July 4th, 2012. Note that Spielbauer will be allowed to make equal price substitutions during the term of the contract in order to introduce new items into the 2011 and 2012 displays.

STATE OF WISCONSIN
DEPARTMENT OF COMMERCE
TERMS OF AGREEMENT
for

Manufactured Home Community Agents

This agreement is made between the Wisconsin Department of Commerce, hereafter called "the department," and the Menasha City Health Department hereafter called "agent". This agreement covers the area designated City of Menasha hereafter called "geographic jurisdiction." The Safety & Buildings Division will serve as the department's designee in fulfilling terms of this contract.

A. AUTHORITY AND JURISDICTION

The agent has authority to act on behalf of the Wisconsin Department of Commerce, as authorized by Section 101.935(2)(e), Wisconsin Statutes, to protect public health through enforcement of sanitation regulations and fostering sanitary practices in manufactured home communities for the geographic jurisdiction.

B. INSPECTION

1. Agent will conduct at least one inspection each fiscal year (July 1 - June 30) of every manufactured home community, as applicable, within the geographic jurisdiction of the agent, as listed above.
2. Inspection types include:
 - a. Prelicensing inspections -- Required for all new manufactured home communities, manufactured home community expansion and manufactured home communities having a change of operator during the fiscal year (July 1 through June 30), and must be completed before the new or changed operator may open the manufactured home community to business.
 - b. Routine inspections -- During the fiscal year (July 1 through June 30), a regular inspection of each manufactured home community shall be made annually by adhering to the checklist on Form SBD-10701, Manufactured Home Community Inspection Report.
 - c. Follow-up inspection -- If a prelicensing, routine or complaint investigation indicates corrections are needed and that a return visit is appropriate to ensure that compliance has been achieved, follow-up inspections shall be made.
3. Prelicensing inspections and emergency complaints will take priority over routine and follow-up inspections.
4. The department may conduct inspections of manufactured home communities in an agent's jurisdiction in response to an emergency, for the purpose of monitoring and evaluating the agent's licensing, inspection and enforcement program or at the request of the agent.
5. Agent may, with written approval from the department, have written agreements with other units of village, city or county government to perform some inspection activities relating to enforcement of the department's rules indicated in this agreement.

C. ENFORCEMENT

1. Agent will enforce the Wisconsin Administrative Code rules for manufactured home communities' regulations under Subchapters I-III of Chapter Comm 26. Agent will not permit facilities to operate unless properly licensed.
2. Agent shall develop and have distributed to inspectors, a description of the inspection and enforcement plan to be implemented by the agent. This inspection and enforcement plan, and any changes to it, shall be reviewed and approved by the department. Agent will identify appropriate enforcement action for significant public health hazards and noncompliance with applicable sanitary codes.
3. Upon request from agent, the department may provide assistance in enforcement activities.

D. STAFFING

1. Inspections will be made by persons knowledgeable of Chapter Comm. 26, Subchapter I-III.
2. The department reserves the right to review and approve the credentials of agent's inspection staff for work performed under this agreement.
3. The agent shall arrange for backup enforcement services during periods of inspector absence exceeding ten business days or when a conflict of interest would otherwise exist.
4. Upon request from the agent, the department may provide assistance.
5. Agent shall prohibit the conducting of inspections by an employee deemed to have a conflict of interest. A conflict of interest exists whenever an employee's action or failure to act could produce a private benefit for the employee or the immediate family or business with which the employee is associated; or the matter is one in which the employee is associated; or the matter is one in which the employee in a private capacity, or a member of the employee's immediate family or business with which the employee is associated, has an interest. "Immediate family" means the employee's spouse, children, parents, siblings, or any person who receives more than half of his or her support from the employee or from whom the employee received more than half of his support.

E. PERMITS

1. The state permit shall be issued by the agent for a two-year period, for which the agent may collect the permit fee in two annual installments. The permit shall be placed in a prominent place in the community and be readily visible to the public.
2. All permits issued by the agent shall expire on June 30.

F. REPORTS

All reports shall be submitted to the Manufactured Home/Mobile Home Unit at the Department.

1. The agent shall make a report to the department within ten (10) days after taking any enforcement action involving permit suspension, revocation or court order.
2. A list of manufactured home community address or name changes, new and expanded manufactured home communities issued a permit, all changes of operators or partners, and manufactured home communities that went out of business shall be provided to the Department from the Agent by the 10th of each month following any of the above events listed.

3. Liaison with the Department will be through the Manufactured Homes Section Chief, who will represent the Department's interest in coordinating the Contractor's provision of services as outlined in the contract.
4. Any major organizational change, or change of key staff for the direct supervision or implementation of work under this agreement, shall be submitted to the department in writing.
5. By October 1 of each year, the agent shall provide the department with a complete roster of all manufactured home communities, by type and ID number, issued a permit during the previous period of July 1 through June 30.
6. Agent shall keep records of all revenue covered by this agreement.
7. Agent shall retain copies of all orders and inspection reports for at least three (3) years and as required by appropriate statutes and local ordinances. Inspection report forms approved by the department shall be used for all preclicensing, routine and follow-up inspections.
8. Agent shall keep readily available, for use by inspectors and the public, copies of all pertinent statutes, administrative codes, local ordinances and enforcement procedures.
9. Agent shall have, and make available for review by department staff and the public, procedures for the investigation and follow-up of citizen complaints about facilities regulated by this agreement.

G. REIMBURSEMENT

No later than October 1 of each year, pursuant to Comm 2.33(3)(c), the agent shall reimburse the Department of Commerce for each facility in the agent's geographic jurisdiction by completing and submitting form SBD-5524-E for the following annual fee amount:

For a mobile home community with 1 to 20 sites	\$ 46.25
For a mobile home community with 21 to 50 sites	\$ 83.25
For a mobile home community with 51 to 100 sites	\$129.50
For a mobile home community with 101 to 175 sites	\$166.50
For a mobile home community with more than 175 sites	\$185.00

H. COSTS

Revenue is set and collected by the agent. All revenue collected from facilities, to carry out the provisions of this agreement, shall not exceed direct program annual costs.

I. EVALUATION

1. The department may, at any reasonable time, review records, etc., accompany employes of the agent or perform inspections to evaluate compliance with the provisions of this agreement.
2. Unsatisfactory performance of the provisions of this agreement, as determined in an evaluation by the department, may be a condition of termination of this agreement or placement of agent on probation. (See K. 3.)

J. DURATION OF CONTRACT

This agreement shall be from July 1, 2010 through June 30, 2014. The agreement may be amended by mutual consent in writing of both parties.

K. TERMINATION

10/11/10

1. This agreement may be terminated by either party upon 90 days notice to the other party.
2. If this agreement is terminated, the department shall receive from the agent the prorated amount for the remainder of the fiscal year (July 1 to June 30) for all manufactured home community fees that would have been charged if the manufactured home communities had been issued permits by the state for the fiscal year.
3. Termination of this agreement by the department may be based on unsatisfactory performance of the provisions of this agreement by the agent, as determined by an evaluation of the department. (See I. 2.)
4. Upon termination of this agreement, agent shall transfer to the department applicable inspection and enforcement records.

L. NON-APPROPRIATION OF FUNDS

The department may terminate this agreement if the Legislature should fail to appropriate funds for its purpose.

Agent

Department of Commerce

Signature

Signature

(name and title--print or type)

Gregory C. Jones, Administrator
Safety & Buildings Division
Department of Commerce
State of Wisconsin

City or County

Date

Date

Approved

 6-29-2010

City Attorney