

CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING
January 10, 2023 @ 6:30 PM
City Hall, 211 Walnut Street
Council Chambers

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Wis. Stats. Sec. 19.84, that a majority of the Neenah Common Council may be present at this meeting. Common Council members may be present to gather information about a subject over which they have decision-making responsibility. This may constitute a meeting of the Neenah Common Council and must be noticed as such. The Council will not take any formal action at this meeting.

AGENDA

1. Approval of Minutes of the Meetings of December 13, 2022 (Attachment)
2. Public Appearances
3. Doty Island Sign Proposal (Attachment)
4. SRO Agreement with Neenah Joint School District (Attachment)
5. Cecil Street Garage Lease with Youth Go (Attachment)
6. Public Works – 2023 Capital Budget Amendments (Attachment)
7. Approval of Special Assessment Report-Installation of Sanitary Sewer Laterals and Water Services Construction on Burr Avenue, Chestnut Street, Dieckhoff Street, Laudan Boulevard, River Street, High Street, and Columbian Avenue (Attachment)
8. Licenses
 - a. Approve the Cigarette & Tobacco Products License Application for Purdy Clean Detail, 1617 S. Commercial Street, Neenah WI, agent, Michael Purdy (Attachment)
 - b. Approve the Cigarette & Tobacco Products License Application for Grainworks Old & New, 200 Main Street, Neenah WI, agent, Brian Duncan (Attachment)
 - c. Approve the Cigarette & Tobacco Products License Application for Commercial Petro, 521 S. Commercial Street, Neenah WI, agent, Manisha Balami (Attachment)
 - d. Approve Class A Combination Liquor/Beer Application for Grainworks Old & New, LLC, 200 Main Street, Neenah WI, agent Brian Duncan (Attachment)
 - e. Approve Class B Combination Liquor/Beer Application for Double Tree by Hilton Neenah, WP Neenah SPE OPS, LLC, 123 E Wisconsin Avenue, Neenah WI, agent Debbie Becklund (Attachment)
 - f. Approve Change of Agent/Trade Name for Ultimate Mart, LLC, Pick 'N Save #124, 1530 S Commercial Street, Neenah WI (Attachment)
 - g. Approve the renewal Secondhand Dealer Application for J. Anthony Jewelers, 220 S Commercial Street for the 2023 licensing year (Attachment)

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the **City Clerk Office at (920)886-6101** or the **City's ADA Coordinator at (920)886-6106 or e-mail attorney@ci.Neenah.wi.us** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

- h. Approve the renewal Secondhand Dealer Application for ecoATM, LLC, located inside Walmart at 1155 W Winneconne Ave for the 2023 licensing year (Attachment)
- 9. Public Works General Construction and Department Activity Report (Attachment)
- 10. Announcements/Future Agenda Items
- 11. Adjournment

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CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Tuesday, December 13, 2022, 6:30 PM

Present: Alderpersons Borchardt, Hillstrom, Lendrum, Stevenson, and Weber

Excused:

Also Present: Mayor Lang, Public Works Director Kaiser, Police Chief Olson, Traffic Engineer Merten, Public Works Office Manager Mroczkowski, and Roger Peters

Approval of Minutes of the Meetings of November 29, 2022

Motion/Second/Carried by Hillstrom/Borchardt to approve the minutes of the November 29, 2022 meeting. All voting aye

Public Appearances:

NONE

Review and potential revision/amendment to ordinance regulating the discharge of weapons on and/or near City owned property.

Aldersperson Hillstrom stated that he witnessed duck hunters at Kimberly Point Park. He stated that he is requesting the City Attorney to write an ordinance prohibiting hunting with firearms within the City of Neenah limits.

The Committee further discussed the scope of what they would like included in the ordinance. Chief Olson noted that he would like something similar to an ordinance recently approved in the Village of Fox Crossing. The Committee directed the City Attorney to write an ordinance that prohibits hunting with a firearm in the City of Neenah boundaries, near parks, waterways, city owned ponds and any other areas that could be used for hunting.

Special Events Permit Ordinance Proposal

Traffic Engineer Merten reviewed his memo of December 9, 2022 regarding proposed revisions to the ordinance that covers special events in the City of Neenah. He stated that the current permitting process defined in the municipal code has slowly grown out of date since the last revision. Traffic Engineer Merten stated that the proposed revisions will address issues that have occurred and procedures that have changed over the last several years special event permit issuance.

The Committee further discussed the areas identified by Traffic Engineer Merten's memo. The Committee discussed how costs are determined, how the city charges non-

profit groups, the need to be consistent with all of the special events applicants, determining a way to off-set city costs and the current fee schedule.

The Committee directed staff to bring back to committee a revised ordinance incorporating a rebranding of the permit to more intuitively reflect the purpose of the permit, redefine the applicability of the permit and its requirements more precisely, eliminate inconsistencies in cost assignment and fees charged amongst various events, rebalance the fee structure to account for added public protection services and the increased cost of services, codify and streamline approval process where appropriate, and address alcohol licensing issues.

Special Assessment Method – New Subdivision Streets

Director Kaiser stated that he is seeking approval of revisions to the municipal code regarding how construction projects are assessed in new subdivisions.

Director Kaiser stated that the proposed revisions provide Council with the ability to impose special assessments for new street construction based on the Unit Method where parcels are of a comparable size and use, eliminates assessing both sides of a corner property, and changes the thickness of asphalt listed in our "Standard of Construction" to 4-inches.

Report

Following Discussion: Motion/Second/Carried Stevenson/Weber to recommend Council approve Ordinance 2022-22. All voting aye.

Preliminary Resolution 2022-22: Sanitary Sewer Lateral and Water Service Construction on Burr Ave., Chestnut St., Dieckhoff St., Elm St., Laudan Blvd., and Reed St.

Director Kaiser stated that staff is still proceeding with the approved 2023 Capital Improvement Projects (CIP). He stated that he and staff met with Mayor Lang to discuss alternative CIP projects for 2023 because of the uncertainty of the Shuttuck school project

Alderson Stevenson asked if the alternative streets are listed in the resolutions on the agenda. Director Kaiser stated they are not. He stated that three of the alternative streets would involve special assessments for sanitary sewer and water services.

The Committee discussed the notification process for special assessments and if the alternate streets should be notified and included in the resolution. The Committee directed staff to include the alternative streets in the special assessment notification process.

Director Kaiser stated that alternative streets being considered are Laudan Boulevard (Oak Street-Elm Street), River Street (Forest Avenue-Enda Avenue), High Street (River Street-Center Street), Brantwood Court, Brantwood Drive (Marathon Avenue-Parkwood Drive), and Columbian Avenue (Elm Street-Congress Street). He stated that Laudan Blvd, River St., and High St. would be the only streets that would have assessable work being done.

Aldersperson Stevenson stated that these streets should be included in the resolution and notices to the residents included in the mailing that is done next year.

Report
Following Discussion: Motion/Second/Carried Stevenson/Hillstrom to recommend Council approve Preliminary Resolution 2022-22: Sanitary Sewer Lateral and Water Service Construction on Burr Ave., Chestnut St., Dieckhoff St., Elm St., Laudan Blvd., and Reed St., and add Laudan Boulevard (Oak Street-Elm Street), River Street (Forest Avenue-Edna Avenue), High Street (River Street-Center Street), and Columbian Avenue (Elm Street-Congress Street). All voting aye.

Preliminary Resolution 2022-23: Curb, Gutter, and Pavement Construction on Amendment Drive, Anthem Drive, Briggs Lane, Buser Drive, Hedgeview Drive, Highland Drive, Nation Court, Plains Avenue, Presidential Drive, and Statue Drive.

Report
Following Discussion: Motion/Second/Carried Stevenson/Borchardt to recommend Council approve Preliminary Resolution 2022-23: Curb, Gutter, and Pavement Construction on Amendment Drive, Anthem Drive, Briggs Lane, Buser Drive, Hedgeview Drive, Highland Drive, Nation Court, Plains Avenue, Presidential Drive, and Statue Drive. All voting aye.

Preliminary Resolution 2022-24: Curb, Gutter, Sidewalk, and Pavement Construction on Integrity Way, Respect Avenue, and Honor Street.

Report
Following Discussion: Motion/Second/Carried Weber/Borchardt to recommend Council approve Preliminary Resolution 2022-24: Curb, Gutter, Sidewalk, and Pavement Construction on Integrity Way, Respect Avenue, and Honor Street. All voting aye.

Preliminary Resolution 2022-25: Curb, Gutter, and Pavement Construction on Amber Lane.

Report
Following Discussion: Motion/Second/Carried Stevenson/Hillstrom to recommend Council approve Preliminary Resolution 2022-25: Curb, Gutter, and Pavement Construction on Amber Lane. All voting aye.

Preliminary Resolution 2022-26: Curb, Gutter, Sidewalk, and Pavement Construction on Cardinal Circle, Lone Oak Drive, and Paintbrush Rd.

Report
Following Discussion: Motion/Second/Carried Borchardt/Stevenson to recommend Council approve Preliminary Resolution 2022-26: Curb, Gutter, Sidewalk, and Pavement Construction on Cardinal Circle, Lone Oak Drive, and Paintbrush Rd. All voting aye.

Licenses

Approve the Temporary Class “B” license application to sell fermented malt beverages for Bergstrom-Mahler Museum Art after Dark on December 15, 2022.

C.A.

Following Discussion: **Motion/Second/Carried Hillstrom/Stevenson to recommend Common Council approve the Temporary Class “B” License Application for the sale of fermented malt beverages to Bergstrom-Mahler Museum for Art After Dark to be held on December 15, 2022.** All voting aye.

Approve the renewal Secondhand Dealer Application for Blind Tiger Games, 675 S. Green Bay Road for the 2023 licensing year.

C.A.

Following Discussion: **Motion/Second/Carried Borchardt/Hillstrom to recommend Common Council approve the renewal Secondhand Dealer Application for Blind Tiger Games, 675 S. Green Bay Road for the 2023 licensing year.** All voting aye.

Public Works General Construction and Department Activity

- 1) Contract 7-21 (Harrison Pond): Stones continue to be placed for the water feature on the east side of the pond. The contractor will be installing the last pieces of storm and sanitary sewer at the Monroe/Union intersection in the next week or two. Staff is meeting with DNR the week of Nov. 28 to review the project.
Director Kaiser stated that staff met with the DNR and they are satisfied with what they saw.
- 2) Contract 2-22 (Utility and Street Construction on Grove and Dieckhoff): A final pay request is being prepared.
- 3) Contract 3-22 (Street Construction in Fredrick Drive area, Fresh Air Pk, Southview Pk): The final pay request was passed at Board of Public Works today. It will go on to Council for approval.
- 4) Contract 7-22 (Winneconne Ave Overpass Repairs): The final pay request was passed at Board of Public Works today. It will go on to Council for approval.
- 5) Contract 8-22 (Miscellaneous Asphalt Repairs): The final pay request was passed at Board of Public Works today. It will go on to Council for approval.
- 6) Contract 11-22A (Lead service line replacement – Zemlock/Reddin): 55 of 84 services have been replaced.
- 7) Contract 11-22B (Lead service line replacement – Hunt/Madison/Nicolet): 63 of 100 service replacements have been completed.
- 8) ECWRPC/Valley Transit Study: ECWRPC informed us that they have received one response to their RFP regarding an operations and fare analysis for Valley

Transit along with the Neenah Transfer Station location evaluation. Staff is meeting with ECWRPC on Thursday to review the proposal.

Director Kaiser stated that he did receive a complaint from a business owner that the Valley Transit riders are using the Chase Bank lobby area as a waiting spot for the bus.

- 9) Winneconne/Commercial Intersection Control Evaluation Report: MSA Professional Services provided a report on the first phase of the ICE report. The first phase involves collecting the traffic and crash data and preparing a high level operations analysis of several alternatives using 2042 traffic projections. Alternatives that fail at that level are no longer considered. At this point, the alternatives moving forward for deeper analysis are a modified traffic signal with road geometry changes, a 4-leg roundabout and a 5-leg roundabout, which would include Church Street as a leg of the roundabout. The next phase of the work will develop intersection geometry for each of the alternatives.
- 10) CIP Projects Related to Shattuck: With the failure of the rezoning of the Shattuck School site, staff is evaluating possible CIP adjustments to address other street and utility work until some clarity is provided for future redevelopment of that site. Field work is being performed on those candidate projects in preparation for possible adjustments to the program.

Announcements/Future Agenda Items

Adjournment: **Motion/Second/Carried Hillstrom/Borchardt to adjourn at 8:03 PM.**
All voting aye.

Respectfully submitted,



Lisa Mroczkowski
Public Works Office Manager

DOTY ISLAND STREET SIGNS PROPOSAL

December 29, 2022

City of Neenah
 Public Services & Safety Committee
 211 Walnut Street
 Neenah, WI 54956

To Whom It May Concern,

The Doty Island Development Council (DIDC) would like to purchase and donate street signs for the Neenah community on Doty Island. The design was finalized utilizing Menasha’s street sign requirements in December 2022 after more than two years of negotiation.

SIGN CONSTRUCTION

- 8” Height x 16” Length
- Black background with white lettering.
- Font: DOT, Style B. All capitalized letters.
- Construction: Aluminum with vinyl.
- See *Photo 1: Sign Design*



Photo 1: Sign Design

MOUNTING & PLACEMENT

- One sign per intersection.
- WG, Inc. will make the signs and supply the connecting clips/brackets for each sign.
- There are currently two types of mounts (listed below).
 - Street sign - Two brackets are used to hold the sign in place. See *Photo 2: Stacked Street Signs*
 - Telephone pole sign - One long L-shaped brace is used to hold the sign. See *Photo 3: Telephone Pole Sign*

MENASHA STREET SIGNS

- In April 2022, Menasha City Council finalized the Street Sign Policy (*See Attachment: Menasha’s Street Sign Policy*).
- In December 2022, Menasha City Council approved placement of these same signs.
 - Menasha will be creating their own signs in-house. They will not create any signs other than for their city.



Photo 2: Stacked Street Signs

Photo 3: Telephone Pole Signs

DIDC'S PROPOSAL TO CITY OF NEENAH

- DIDC will purchase the signs and brackets needed for each sign from WG, Inc, not to exceed \$7,000 for the entire project. Funding for this project was donated by Mowry Smith II, a long-term board member of DIDC, specifically for Doty Island signage.
- The City of Neenah will place the signs, when convenient, at each intersection of Doty Island (Neenah). One sign per intersection. *See Attachment: Street Sign Placement Map*
- Placement of the signs will face the more utilized street. For instance, on the corner of Bond Street and Commercial Street, the sign would face Commercial Street.
- **Due to state regulations and the non-utilization of telephone poles for signage, Neenah Public Works will eliminate the use of telephone poles.**

OPEN QUESTIONS

1. Will DOT allow the placement of sign toppers along Hwy 114 (N. Commercial Street)? If not, what can DIDC do to bring this visibility outside of the neighborhood and into the business district of Doty Island?
2. Is Public Works willing to eliminate the telephone poles? If yes, will DIDC be responsible for purchasing those brackets as well?

Thank you for the opportunity to display community pride. The Doty Island Development Council's mission is to improve the lives of Doty Island residents and to help to preserve the vitality of a historic district of Neenah and Menasha. DIDC is a 501c3 non-profit organization.. The Board Members plan and execute a variety of programs throughout the community including beautification, education, and community pride. DIDC communicates with the public through mailings (newsletter, postcards, etc), our Facebook page and our website. DIDC works with the City of Neenah and the City of Menasha to accomplish many of the programs and projects.

Please let us know if you need additional documentation.

Sincerely,

Jacy Park
Doty Island Development Council – President
181 E. North Water Street, Suite 222
Neenah, WI 54956
Website: www.dotyisland.net
Email: dotyisland@gmail.com
Phone: (920) 479-0894

Attachment: Street Sign Placement Map
Attachment: Menasha's Street Sign Policy



MEMORANDUM

DATE: January 6, 2023

TO: Public Services & Safety Committee

From: City Attorney David Rashid

RE: SY 2023-2024 SRO Contract

Please recall that last Fall this committee considered a draft contract for the provision of SRO (formerly school liaison officer) services to be provided by our Police Department to the Neenah Joint School District (District). The main issue that necessitated the renegotiation of this agreement for the coming school year was the fact that because the high school was relocated outside the City's limits, the District had balked at funding as many SRO's as in years past.

We have persuaded the District to continue to fund two SRO's, but not at the same level as before.

The included working draft of the agreement attends to three primary concerns: 1) Updating language to reflect the change in the name of the program; 2) The funding formula that the District has now agreed to (i.e. 75% of two officers' pay/cost for 39 of 52 weeks); and 3) More explicit understandings of Program Goals and how they're to be measured.

The Common Council has, late last year, approved the necessary, budgetary funding for the cost-sharing formula referenced in item #2 above.

It's the recommendation of myself and the negotiating team that the substance of the working draft be approved by the Council.

MEMORANDUM AGREEMENT

DRAFT

Between

Neenah Joint School District

And

Neenah Police Department

And

City of Neenah

In support of the

SCHOOL RESOURCE OFFICER (SRO) PROGRAM ~~(f/k/a "Police School Liaison Officer Program")~~

The Neenah Joint School District ("District"), the Neenah Police Department ("Department") and the City of Neenah ("City") enter into this Memorandum Agreement ("MA" or "Agreement") in order to maintain a School Resource Officer ("SRO") ~~(f/k/a the Police School Liaison Officer)~~ program in their respective venues.

1. PURPOSE OF THE AGREEMENT

The parties enter into this agreement for the purpose of supplying school resource officers to the ~~district-District~~ during the staffs working school year. The Agreement outlines governance, management, expectations, roles, and responsibilities for both parties to ensure the success of the SRO program.

2. DEFINITIONS

For purposes of this Agreement, the following terms have the definitions found under Section 118.125 of the Wisconsin Statutes.

"Law enforcement agency" as defined under Sec.118.125 (1) (be), Wis. Stats.

"Law enforcement unit" as defined under Sec. 118.125 (1)(bL), Wis. Stats;

"Law enforcement unit records" as defined under Sec. 118.125 (1)(bs), Wis. Stats;

"Pupil records" as defined under Sec. 118.125 (1)(d), Wis. Stats;

"Record" as defined under Sec. 118.125(1)(e), Wis. Stats.

3. MISSION

The two-part mission of the Neenah SRO Program is to make all Neenah schools safe and conducive to learning, while fostering positive relations between police employees and ~~DISTRICT-District~~ staff and students.

4. PROGRAM GOALS

- Improve school safety for students and staff
- Provide a school environment conducive to learning
- Reduce crime by and against students
- Discover unreported crimes
- Present a positive role model
- Increase trust and understanding between youth and police
- Provide information about other resources to students, parents, and staff
- Inform other Department members about crime trends affecting youth
- Establish juvenile crime experts within Department

Commented [MOU1]: I would like to have a discussion about how these things will be measured. This may take a little time, but I feel that if we are establishing goals, they should be measured.
Chief Olson & his team have addressed these and once reviewed & approved these will be conveyed to the NJSD. (DCR)

5. ROLE OF THE SCHOOL RESOURCE OFFICER

SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. A determination of whether an activity rises to the level of a law enforcement activity shall be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

The SRO will generally perform duties in "plainclothes" rather than in a police uniform. The SRO will remain armed with badge visible in this assignment. While enforcement is a role of SROs, alternatives to custodial arrest should be used whenever possible, and arrest of students should be based on practical need. The SROs discretion to act remains the same as that of any other police officer.

SRO duties include:

- Maintain safe schools conducive to learning
- De-escalate incidents with potential for violence
- Enforce local ordinances and state law
- Investigate crimes on school grounds
- Investigate crimes off school grounds, but reported by students
- Provide input or assistance on school discipline issues
- Intervene when any subject in the school presents a threat to safety
- Assist in developing, maintaining, and training school safety plans
- Provide classroom instruction as a representative of public safety
- Respond to other ~~DISTRICT~~ District schools as needed and available

~~Respond to parochial schools within the City as needed and available~~

Attend special school events, including dances, sporting events, and assemblies as pre-approved by the District. Overtime will be paid as per the contract.

~~Participate in~~Participate in suspension/expulsion processes and hearings

Participate in school staff meetings as requested

Provide law enforcement information to students and staff

6. ROLE OF THE DEPARTMENT

Equip SROs with a squad, computer, and necessary policing equipment

Equip SROs with a body-worn video camera¹

Maintain all employer responsibilities (payroll, insurance, workers comp, etc.)

Evaluate SRO performance

Maintain training, qualification, and certification of the SRO

Correct SRO performance/behavior as necessary

Maintain all employee files of SROs

7. ROLE OF THE DISTRICT

Provide office space in at least one location for each SRO

Provide access student enrollment information

Allow building access through keys/keycards/codes

Maintain primary role in school discipline issues

Cooperate with SRO investigations

Prepare and practice school safety plans

Reimburse the City of Neenah for SRO services per the terms of this Agreement

Provide in-school leadership and guidance to SRO

Train each SRO in school policy, disciplinary processes, and organizational structure

8. SHARED ROLES

Participate in the process of selecting SROs

Provide daily input to define SRO tasks

Jointly resolve any issues or problems that arise within the program

Promote the program to students, parents, staff, and citizens in general

Agree upon final selection for SRO appointment

9. ASSIGNMENT OF PERSONNEL

QUALIFICATIONS: The Department will establish minimum qualifications for the position of ~~School Resource Officer~~SRO with input from the District and the City of Neenah's Human Resources department.

SELECTION: The Department will post for the position when a vacancy occurs. Eligible candidates will be interviewed by a panel made up of at least one member of the Department and at least one member of the District. Both parties will have input regarding the candidates. Final selection will be made jointly and announced by the Department.

DURATION OF ASSIGNMENT: Normal duration for assignment to school resource officer is five (5) years, with an option to extend in one (1) year increments with the approval of the Department and District for exceptional circumstances.

SUBSTITUTION: The Department reserves the option ~~, but has no obligation,~~ to substitute police officers when any regularly scheduled school resource officer is not available for the program for absences of less than two weeks. For longer absences, the Department, in consultation with the District, will provide an interim SRO.

Commented [MOU2]: I would like discuss this time frame.
THIS HAS BEEN DISCUSSED w/NJSD (DCR)

REMOVAL: The Department reserves the right to remove/re-assign any school resource officer immediately for personnel-related matters. A replacement will be made pursuant to either the "SELECTION" paragraph above or as otherwise mutually agreed upon by the parties.

10. SCHEDULE AND REPORTING

DAILY: The District and Department agree that assigned SROs shall be available and present at the school(s) whenever school is in session, and ~~will normally~~ report first to the police department and then deploy to their assigned schools. This may change as needed. ~~The workday will approximate the school day, but with flexibility to work later shifts or extended hours to accommodate evening functions paid for by the appropriate agency or organization requiring the need for the later shift or extended hours.~~

OVERTIME: The District will control the assignment of school-related overtime for anticipated activities, such as athletic events and other special programs. Overtime charges will be itemized and reviewed quarterly.

SPECIAL EVENTS: SROs may frequently be expected to attend special events at the school or at other venues required by the school. SROs are expected to attend events as requested by the District when given advance notification. The SRO may solicit other police officers to attend the event in their place, typically from personnel in the Investigative Services Unit (ISU) section of DEPARTMENT.

VACATIONS: The SRO is expected to work the same days as school staff, with few exceptions. The bulk of vacation time should be used during winter break, spring break, or during the summer.

SUMMER: The SRO will normally be assigned to the Investigative Services Unit² (ISU) during the summer break months and the SROs may use the majority of their vacation during the summer. The Operations Captain may occasionally assign the SRO to patrol or other duties during the summer to accommodate department needs.

EXTENDED LEAVES: In the case of an extended leave for FMLA or other purposes, the Operations Captain will assign, after consulting with the District, an interim SRO so as to provide coverage for all SRO hours.

11. SUPERVISION

Officers assigned to work in District schools as ~~police-School-Resource-Officers~~SROs will remain employees of the City of Neenah and continue to be governed by State Statutes, Neenah ordinances, as well as the applicable rules, directives, and policies of the Department. The City of Neenah will be responsible for the issuance of all payroll checks and benefit payments to those officers.

The SRO will be accountable to the Department's Investigative Services Unit Sergeant and Lieutenant. However, while at the school, the SRO will be additionally accountable to the principal. The officer is expected to cooperate with school officials, including administrators and faculty. The SRO will abide by school policy that is not in conflict with Department policy and respond to the requests of school officials. Any concerns about conflicting orders or requests outside the scope of this agreement should be brought to the attention of the Department's Investigative Services Unit Sergeant and/or Lieutenant.

12. PERFORMANCE EVALUATIONS

Performance evaluations of ~~officers assigned to the school resource program~~SROs are the responsibility of the Department. The principal of the primary school where the officer is assigned will always be contacted for input during the preparation of the evaluation. The District and Department will not share their employee's performance evaluations with each other.

Commented [MOU3]: Does this happen?
Per Chief Olson, this DOES in fact occur, and he will be discussing the specifics w/NJSD Superintendent (DCR)

13. EXCHANGE OF INFORMATION

The parties understand and agree that this Agreement, pursuant to 938.396(1)(c)4, authorizes the Neenah Police Department to routinely disclose information to the District as allowed by sections 938.396(1)(b)2 and (c)3 of the Wisconsin Statutes (relating to the confidential exchange of information between a law enforcement agency and officials of the public or private school attended by the juvenile). A school official who obtains information under this subdivision shall keep the information confidential as required under s. 118.125. Under this section, information may be shared at the request of a school district administrator, designee of a school district administrator, or on the department's own initiative.

Pursuant to 118.127, the Neenah Joint School District may disclose information from law enforcement officers' records obtained under s. 938.396 (1) (c) 3. only to persons employed by the District who are required by the department under s. 115.28 (7) to hold a license and to other school district officials who have been determined by the school board to have legitimate educational interests, including safety interests, in that information. In addition, if that information relates to a pupil of the District, the District may also disclose that information to those employees of the school district who have been designated by the school board to receive that information for the purpose of providing treatment programs for pupils enrolled in the District. The District may not use law enforcement officers' records obtained under s. 938.396 (1) (c) 3. as the sole basis for expelling or suspending a pupil or as the sole basis for taking any other disciplinary action against a pupil, but may use law enforcement officers' records obtained under s. 938.396 (1) (c) 3. as the sole basis for taking action against a pupil under the District's Code of Conduct.

Pursuant to Section 118.125(2)(d), the parties agree that the District shall make pupil records available to officers of the Department who have been individually designated by the District and assigned to the District (SRO's) and who have legitimate educational interests, including safety interests, in the pupil records.

The parties agree that any disclosure of pupil records that is made by the District to Department officials, not covered by 118.125(2)(d), shall be made only (1) to appropriate parties in connection with an emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual, (2) when the disclosure is for the purpose of providing services to a pupil involved in the Juvenile Justice System, (3) pursuant to a valid court order, or (4) as the law may otherwise permit.

The parties also agree that, in the event the District makes any disclosure of pupil records pursuant to this Agreement, the person to whom such records are disclosed will not disclose the records to any other person or party, except as permitted by law.

Police recordings on District property are considered a "law enforcement unit record" and will not be considered a pupil record maintained by the District unless such records are obtained by the District pursuant to this Agreement or as otherwise authorized by Wisconsin law. If the District does obtain a police recording, it will be treated as a "behavioral record" and be maintained separately from a pupil's other pupil records.

14. REIMBURSEMENT OF COSTS

The parties will jointly assume the cost of the program.

The District will reimburse the City one hundred percent (100%) of overtime for direct SRO services (i.e. extended shifts, special events, and other overtime as directed by the district), subject to the following:

- ~~DISTRICT~~District will pay for 100% of overtime for pre-scheduled events and activities, such as athletic events, dances, conferences, and other special programs as determined by the District.
- ~~On days school is in session and students are present, DISTRICT will pay 100% of overtime accrued during the regular work day which shall be from 7:30am — 4:00pm. This means DISTRICT will pay for 30 minutes of overtime per officer per day on days when school is in session and students are present. On days when school is not in session or students are not present, no overtime shall be paid by DISTRICT.~~
- ~~DEPARTMENT~~Department will pay for 100% of all other overtime not listed above. This includes any overtime accrued after 4:00pm, before 7:30pm, or any other time not pre-scheduled by the ~~school-district~~District.
- ~~District will pay \$80,000 for the first year with adjustments to be made relative to salary/benefit adjustments over the next three years.~~

In addition, the District will reimburse the City ~~in the amount aforementioned~~, seventy-five percent (75%)* of the following annual costs, for Thirty-Nine (39) of the Fifty-Two (52) weeks each year:

Regular wages

Holiday pay

Health/dental insurance premiums

Retirement

*Note: The actual amount using the formula is \$78,750 over the calculated amount

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Social Security/Medicare
Workers' Compensation insurance
Cellular phone service
Training/conferences for duties related to the District
Information Services fees
Car allowance of \$1383 per quarter

The District will not be responsible for any portion of the following costs:

Overtime unrelated to program duties
Firearms certification pay
Life insurance
Uniform allowance
Dry cleaning allowance
Training/conferences for duties not related to the District
Tuition reimbursement
Longevity & Professional Improvement Pay
Other fringe benefits
Policing equipment (uniforms, insignia, leather, defense/arrest tools, body armor, police radio, and all equipment unique to the role of patrol officer)

The Department will administer and provide all benefits and salary for the school Resource officers. The City of Neenah Finance Department will invoice the District quarterly for the reimbursements. All invoices will be due and payable within 30 days after receipt.

15. GOVERNING LAW

The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Agreement. The rights and remedies herein granted are cumulative and are in addition to any given by statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

16. INDEMNIFICATION

The District and the City, having determined the SRO program is essential to the safe operation of their schools, agree both the District and the City will fully indemnify the police School Resource Officers when proceeded against in their official capacities, or individually, because of acts committed while carrying out the duties of police School Resource Officer within the District. Both the District and the City agree they will maintain sufficient insurance coverage to pay for any judgments for acts committed

carrying out the duties of a School Resource Officer under the provisions of section 895.46 of the Wisconsin Statutes.

In addition, both the District and the City agree to indemnify and hold harmless the other from and against any and all claims, damages, causes of action and demands for their respective actions or inactions taken in the performance of the SRO program.

17. INSURANCE

The Department, through the City, shall provide the following insurance and it shall remain in force during the term of the Agreement:

General Liability Policy with a minimum policy of \$1,000,000

Full Auto Coverage for any vehicle operated by the SRO program officer

Workers Compensation Insurance as required by the State of Wisconsin

18. CONFLICT RESOLUTION

Unforeseen conflicts or questions will be resolved by negotiation between the Superintendent of the Neenah Joint School District and the Neenah Chief of Police, or their respective designees.

For the Neenah Police Department

For the Neenah Joint School District

BY : _____ BY _____
Aaron L. Olsen, Chief Mary B. Pfeiffer Superintendent

Dated: _____ Dated: _____

For the City of Neenah

Approved as to form

BY: _____

David C. Rashid, City Attorney

Dated: _____

** * BODY CAMERA VIDEO: The District and Department approve the use of body cameras by law enforcement officers on District property for ensuring safety on school property, and responding to calls for service. The District will notify, parents through the student manual that body cameras may be used by law enforcement officers on District property.
Officers equipped with body worn cameras in the schools shall follow Department policy (see policy #417, Field Audio Video Recordings).*



Department of Public Works
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426
Phone 920-886-6241 • e-mail: gkaiser@ci.neenah.wi.us
GERRY KAISER, P.E.
DIRECTOR OF PUBLIC WORKS

M E M O R A N D U M

DATE: January 4, 2023
TO: Mayor Lang and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: Cecil Street Garage Lease with Youth Go

As was publicized late last year, Youth Go is discontinuing the haunted house event held at the Cecil Street Garage. The City has had a lease with them since 2005. With the end of that event, staff and Youth Go representatives have discussed building use and lease modifications. Attached are:

1. A proposed lease amendment.
2. The current lease entered into in 2005.
3. A drawing of the lease areas.

The lease amendment provides Youth Go with continued use of the storage room located above the lunch room, which they will use for costume and prop storage for “The Hallows” event that they now hold at Memorial Park. In addition, it allows them continued use of the former tool room. They have indicated that they expect to vacate that space in the next year.

The lease amount is currently \$292 per month. This amount has remained unchanged since 2005. The amendment proposes a lease amount of \$100 per month. This puts them on a comparable level with the cost per square foot that Kids Kart Club is paying. It also, I think, fairly reflects the reduced intensity of their use.

Youth-Go is currently in the process of dismantling the maze and removing the props used in the haunted house. They have made a good start but have much work remaining. The spaces that they are vacating will be used by us for centralized storage of equipment that sees seasonal or periodic use such as bypass pumps, fountains, snowblowers, and traffic control. This will provide us with some space in the Tullar Garage vehicle bays, which have gotten tight. In addition, the former office area is being partitioned to provide a separate, secure storage area for the Neenah Library.

Staff requests that the Committee recommend Common Council approval of the lease amendment with Youth Go, Inc., for the Cecil Street Garage.

CITY OF NEENAH to YOUTH GO INC.
AMENDMENT to Lease Agreement

This Amendment to Agreement entered into the 20th of July, 2005, by and between the City of Neenah, a Wisconsin municipal corporation, hereinafter referred to as "CITY" and Youth Go Inc., hereinafter referred to as "LESSEE", shall be effective the 15th day of December, 2022, and pertains to the modification (and reduction) of leased space use of portions of the property commonly known as "the old City garage" located at 333 West Cecil Street, Neenah, Wisconsin. This Amendment amends the original lease in the following particulars:

A. The terms of the original lease shall be modified and amended as hereinafter stated:

1. Facility: Shall be amended so as to now read as follows:

The facility to be used by the lessee shall be at the "Old City Garage" site (333 West Cecil Street) and is limited to the following: the "tool" room (±393 sq. ft.), and the "mezzanine" storage area above the lunch room and bathroom (±727 sq. ft.). The foregoing areas shall be used only for storage of equipment, material, tools, and other items used for the Youth Go Inc. organizational activities.

At no time shall the lessee's operation and activities block access to: the east and west gates to the fenced area, the water truck fill-up station on the east wall of the building, the waste oil drop off site, the bins for compost and bark chips and the westerly garage door to the barrel roof section.

2. Use: Shall be amended so as to now read as follows:

The use of the above mentioned facility shall be restricted to the organization's reasonable storage needs and access into and out of said "Old City Garage" to facilitate same. The lessee agrees to provide adequate adult supervision at all times that any minors affiliated with the Lessee, or otherwise, are present on the premises. The lessee agrees and understands the City's concern for the potential of noise and traffic congestion related to storage related to Lessee's activities. Lessee agrees to curtail in every way possible the amount of excessive noise generated from Lessee's activities. The lessee further understands that, in the event the City receives noise related or any other documented legitimate complaints, this Lease Agreement may be terminated pursuant to Paragraph 3 below.

3. Term: Shall be amended so as to now read as follows:

The term of this Agreement shall be for a one (1) year automatically renewable leases terms commencing on December 15, 2022, and terminating pursuant to the terms of this paragraph 3. The City reserves the right to terminate this Agreement for any reason with twenty eight (28) days written notice. Lessee may terminate this lease for any reason upon sixty (60) days written notice to the City.

Subletting any or all of the leased spaces shall not be permitted without the written approval of the Director of Public Works.

4. Maintenance: Shall be amended so as to now read as follows:

The responsibility for maintenance of these facilities shall be divided as follows:

- a. The lessee shall be responsible for routine cleaning and maintenance of the leased indoor space and any other space used for the Lessee’s activities. Any permanent alterations to the building shall be preapproved by the City. The lessee shall clean up all nails and screws from the areas used.
- b. Maintenance of the HVAC system, plumbing system, electrical system and structure (roof system, etc.) shall be the responsibility of the City.

Paragraphs 5 through 8 are unchanged hereby.

9. Rent: Shall be amended so as to now read as follows:

The rent for the above referenced areas shall be \$100.00 per month for the twelve (12) months of the renewable term. January 2023 payment shall be due and payable at the time of signing of this Agreement. Remaining rent payments shall be due and payable on the first day of each month and shall be received by the City Finance Department on or before the fifth day of each month.

Failure to produce payment by the fifth day of the month shall result in a late payment charge of \$50.00 being assessed. Payment shall be made by check to the "City of Neenah Treasurer", 211 Walnut Street, Neenah, Wisconsin, 54956.

The City agrees that in the event the Agreement is terminated pursuant to paragraph 3 above, the City shall pro-rate the rent paid and return the unused amount to lessee.

Paragraphs 10 through 16 are unchanged hereby.

B. All other provisions of said Lease, inclusive of paragraphs 1 through 16 thereof, not otherwise amended as hereinabove stated, shall remain in full force and effect as originally drafted and approved when duly executed July 20, 2005.

YOUTH GO INC.

By: _____

Date: _____

CITY OF NEENAH

By: _____
Mayor

Date: _____

By: _____
City Clerk

Date: _____

This Agreement was approved as to form by the City Attorney.

CITY OF NEENAH

Lease Agreement

This Agreement entered into this 20 day of July, 2005, by and between the City of Neenah, a Wisconsin municipal corporation, hereinafter referred to as "CITY" and Youth Go Inc., hereinafter referred to as "LESSEE". This Agreement pertains to the lessee's use of a portion of the property commonly known as "the old City garage" located at 333 West Cecil Street, Neenah, Wisconsin. This lease is based upon the following terms and conditions:

1. **Facility:** The facility to be used by the lessee shall be at the "Old City Garage" site (333 West Cecil Street) and is limited to the following: the bathroom area (+220 sq. ft. to be shared with other tenants), the easterly street department "shop" area (+2800 sq. ft.), the "tool" room (+520 sq. ft.), the office area (+440 sq. ft.), the north ½ of the "meter" room (+220 sq. ft.), the "mezzanine" storage area above the lunch room (+700 sq. ft.), the "tire" storage area (both upper and lower levels at +250 sq. ft. each). The above areas shall be used only for storage of equipment, material, tools, props and walls used for the Youth Go "Haunted House", and for constructing and conducting tours of the "Haunted House".

Additional area that may temporarily be used for approximately the month of October and the first two weeks of November to conduct the tours through the "Haunted House" are the "paint booth", the easterly 50 feet of the barrel roof section of the garage, the outside area south of the easterly 80 feet of the garage and portions of the easterly parking lot. The east parking lot shall be used by the lessee for his general parking needs.

At no time shall the lessee's operation and activities block access to: the east and west gates to the fenced area, the water truck fill-up station on the east wall of the building, the waste oil drop off site, the bins for compost and bark chips and the westerly garage door to the barrel roof section.

The lessee shall also maintain at all time a 6' wide clear access from the door of the meter room to the east service door of the shop area (6' x 50'). The lessee shall also maintain at all times a 10' wide access from the west garage door of the "shop" area to the overhead furnace (10' x 60'). With permission from the Public Works Superintendent, the above mentioned access ways may be temporarily blocked with props and walls from 3 p.m. to 7 a.m. while the "Haunted House" maze is being constructed, the tours are being conducted, and the props and walls disassembled (approximately mid-October to mid-November).

2. **Use:** The use of the above mentioned facility shall be restricted to organized lessee activities namely fabricating, assembling and storing props and conducting "Haunted House" tours. The lessee agrees to provide adequate adult supervision at all times. The lessee further agrees that outside activities will not be conducted past 8:30 p.m. except during the 1-2 week period when "Haunted House" tours are being conducted. Major lessee activities will not extend past 11:00 p.m. The lessee agrees and understands the City's concern for the potential of noise and traffic congestion related to outside activities. Lessee agrees to curtail in every way possible the amount of excessive noise generated from outside activities. The lessee further understand that, in the event the City receives noise related or any other documented legitimate complaints, this Lease Agreement may be terminated pursuant to Paragraph 3. below.
3. **Term:** The term of this Agreement shall be for a one (1) year renewable lease commencing on June 1, 2005, and terminating on May 31, 2006. The City reserves the right to terminate this Agreement for any reason with twenty eight (28) days written notice.

Subletting any or all of the leased spaces shall not be permitted without the written approval of the Director of Public Works.

4. **Maintenance:** The responsibility for maintenance of these facilities shall be divided as follows:
 - a. The lessee shall be responsible for routine cleaning and maintenance of the leased indoor space and any outside space used for the tours or other outside activities. Any permanent alterations to the building shall be preapproved by the City. The lessee shall clean up all nails and screws from the areas used.
 - b. Maintenance of the HVAC system, plumbing system, electrical system and structure (roof system, etc.) shall be the responsibility of the City.
5. **Security:** The lessee shall gain entry to the building using only the easterly overhead garage door and the easterly service door. The lessee shall keep these doors closed and locked at all times when not in use. The lessee may install his own locks on the doors to the "tool" room and the "office" area to provide for a more secure storage area for tools, equipment, supplies, etc. If the lessee elects to lock these doors, he shall provide one key to the Public Works Superintendent and one key to the Director of Public Works. The City reserves the right to permit appropriate officials to enter all of the leased portion of the building at any time.
6. **Equipment and Supplies:** All equipment and supplies owned, rented and/or used by the lessee shall be the responsibility of the lessee. All materials and props shall be stored in a neat and orderly manner. No gasoline or other flammable materials shall be stored in any area of the leased premises. All storage methods and practices shall comply with the requirements of the Neenah Fire Department.
7. **Keys:** All original exterior door keys and duplicate keys shall be returned to the City by 4:00 p.m. on the last day of the lease term.
8. **Insurance Certificate:** The lessee shall provide a general liability insurance certificate providing a minimum of \$1,000,000 coverage per occurrence. Said certificate shall name the City of Neenah and its officials as "an additional insured" and shall be filed in the office of the City Clerk with an additional copy filed in the office of the Director of Public Works.
9. **Rent:** The rent for the above referenced areas shall be \$292.00 per month for the twelve (12) months of the renewable term. June 2005 payment shall be due and payable at the time of signing of this Agreement. Remaining rent payments shall be due and payable on the first day of each month and shall be received by the City Finance Department on or before the fifth day of each month.


Failure to produce payment by the fifth day of the month shall result in a late payment charge of \$50.00 being assessed. Payment shall be made by check to the "City of Neenah Treasurer", 211 Walnut Street, Neenah, Wisconsin, 54956.

The City agrees that in the event the Agreement is terminated pursuant to paragraph 3 above, the City shall pro-rate the rent paid and return the unused amount to lessee.

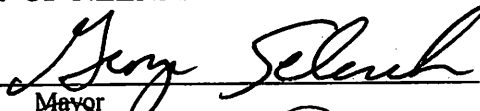
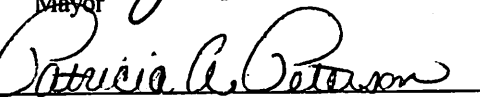
10. **Utility Costs:** All utility costs, including gas, electricity and water, shall be the responsibility of the City. The City shall maintain a minimum temperature of 40 degrees Fahrenheit during the year except from October 1 to November 15, the City shall maintain a minimum temperature of 65 degrees Fahrenheit.

11. Hold Harmless: The lessee, its officers, members and employees hereby agree to indemnify and hold harmless the City and its officials from any and all claims, actions, and causes of action arising out of the lessee's use of the leased premises. The lessee recognizes the fact that the heating system is old and may be unreliable. The lessee shall indemnify the hold harmless the City from any and all claims that may result from failure of the heating system.
12. INDIVIDUAL LIABILITY WAIVERS: All participants involved in the activities of the lessee, including parents and their children, shall be required to sign individual liability waivers holding the City harmless. Said liability waivers shall be on a form provided by the lessee and acceptable to the City.
13. No Smoking: No smoking shall be permitted in the building.
14. "As Is" Condition: The lessee has examined the facility and agrees to rent the leased portion in "as is" condition.
15. Damage by Casualty: If the premises are damaged by fire, mechanical failure of the heating system, or other casualty to a degree which renders them untenable, lessee may terminate the lease or vacate the premises and rent shall abate until the premises are restored to a condition comparable to their prior condition. The City shall have the option to repair the premises and if repairs are not made this lease shall terminate. If the premises are damaged to a degree which does not render them untenable the City shall repair them as soon as reasonably possible.
6. Use by Others: Lessee understands and agrees that the City has rented portions of the building and may use or rent other portions of this facility to others provided these activities do not interfere with Lessee's operations.

YOUTH GO INC.

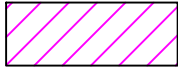
By: Date: 7/18/05


CITY OF NEENAH

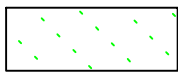
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MayorDate: 7-13-05By: 
City ClerkDate: 7-20-05

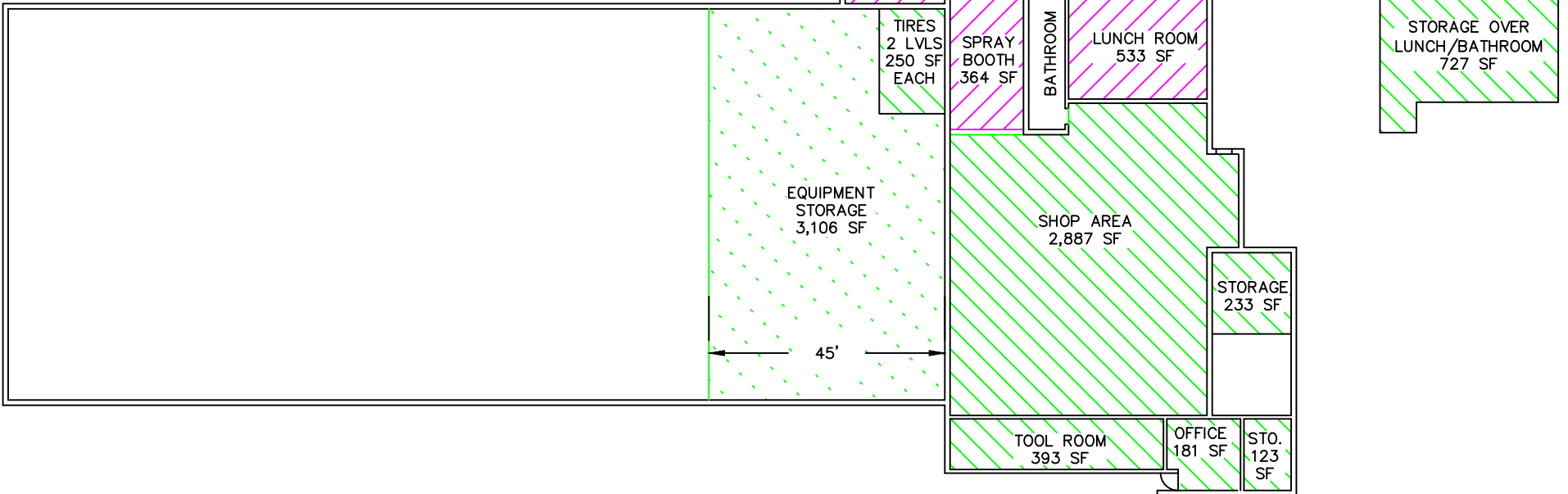
This Agreement was approved as to form by the City Attorney.



 KIDS KART CLUB LEASE AREA
+/- 3,117 SF

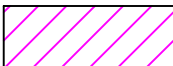
 YOUTH GO, INC. LEASE AREA
+/- 5,050 SF


 YOUTH GO, INC. STORAGE
OUTSIDE OF LEASE AREA
+/- 3,106 SF

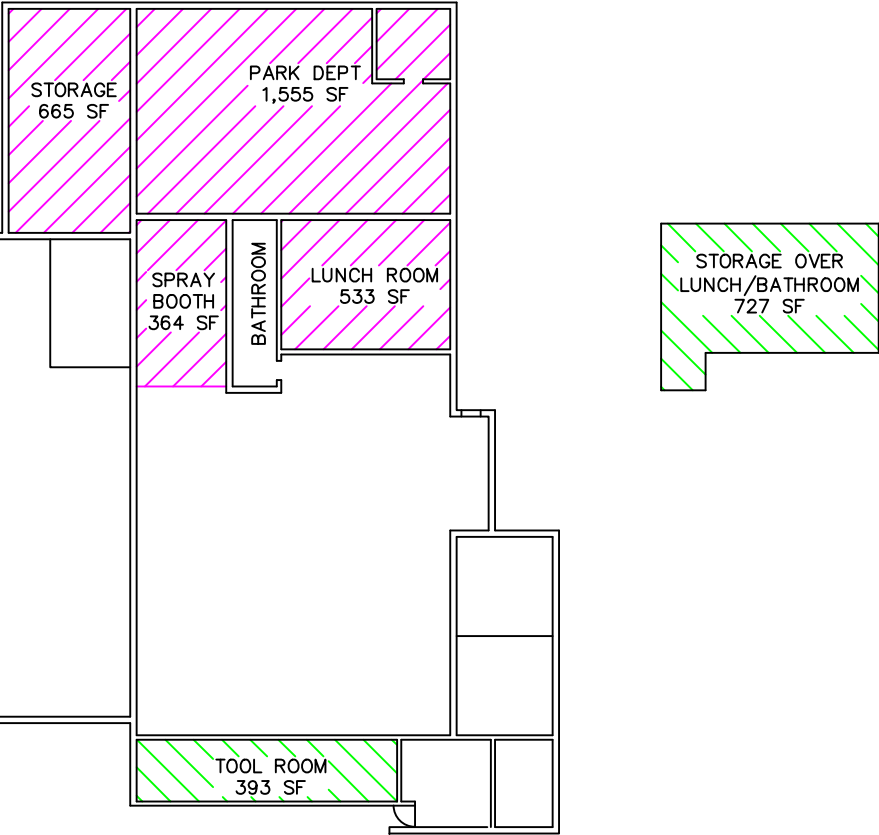


Proposed Leases



 KIDS KART CLUB LEASE AREA
+/- 3,117 SF

 YOUTH GO, INC. LEASE AREA
+/- 1,120 SF





M E M O R A N D U M

DATE: January 3, 2023
TO: Mayor Lang and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
 Tony Mach, Director of Neenah Water Utility
RE: Public Works – 2023 Capital Budget Amendments

A number of the projects included in the 2023 capital improvement program were intended to be completed in coordination with the redevelopment of Shattuck Middle School to address needs on adjacent streets. With recent Council action halting that project and given uncertainties around the future of that site, staff feels that it is advisable to focus construction efforts on other areas this year. The proposed changes eliminate the following projects listed in the CIP:

	Project	Streets	Sanitary Sewer	Storm Sewer	Water	Total
1.	Elm St (Cecil - Division)	0	600,000	210,000	511,000	1,321,000
2.	Reed St (Cecil – Division)	0	620,000	150,000	454,000	1,224,000
3.	Laudan Blvd (Elm - Reed)	0	84,000	70,000	89,000	243,000
	TOTALS	0	1,304,000	430,000	1,054,000	2,788,000

In order to continue to make progress on our street and utility needs, staff proposes to replace those projects with the following:

	Project	Streets	Sanitary Sewer	Storm Sewer	Water	Total
1.	Laudan Blvd (Oak - Elm)	114,000	0	26,000	128,000	268,000
2.	River St (Forest – Edna) High St (River – Center)	133,000	180,000	50,000	196,000	559,000
3.	Brantwood Dr (Marathon – Parkwood)	236,000	0	34,000	262,000	532,000
4.	Brantwood Ct	59,000	0	4,000	37,000	100,000
5.	Columbian Av (Elm – Congress)	345,000	210,000	97,000	200,000	852,000
	TOTALS	887,000	390,000	211,000	823,000	2,311,000

In addition, the storm sewer on the Chestnut Street/Dieckhoff Street/Burr Avenue, which has been budgeted at \$52,000, was found to need much more work than anticipated. That work has a revised estimate of \$182,000, an increase of \$132,000. Staff asks that the budget also be amended to reflect that increase. The revised 2023 project summary is attached.

Interim Finance Director Kahl has been in contact with Baird Financial about this proposal. We have been advised that no further action relative to the approved borrowing is needed, however the financing plan will need updating to address the decrease in utility borrowing and increase in levy borrowing. Upon a recommendation of approval by PSSC, Interim Director Kahl will provide the updated financing plan from Baird prior to the January 18 Council meeting.

Staff requests that Committee recommend that Council approve the 2023 budget amendments as outlined.

ORIGINAL		2021				2023						Estimated	
		PASER	Length	Type	Pavement	STREET	Length	Laterals	SANITARY	STORM	WATER	TOTAL	Borrowing
1	Chestnut Street (Oak - Division)/Dieckhoff	3	2,590	REC	Asphalt	\$710,000	2,437	70	\$680,000	\$52,000	\$449,000	\$1,891,000	\$1,442,000
2	Elm Street (Cecil - Division)	2	2,600			\$0	2,600	48	\$600,000	\$210,000	\$511,000	\$1,321,000	\$810,000
3	Reed Street (Cecil - Division)	2	2,600			\$0	2,643	52	\$620,000	\$150,000	\$454,000	\$1,224,000	\$770,000
4	Laudan Blvd Realignment (Elm - Reed)	5	580			\$0	640	6	\$84,000	\$70,000	\$89,000	\$243,000	\$154,000
5	Dieckhoff Street (Oak - Chestnut)	3	370	RES2	Asphalt	\$61,000	267	2	\$50,000	\$6,000	\$56,000	\$173,000	\$117,000
6	Burr Avenue (Chestnut - Elm)	3	317	REC	Asphalt	\$89,000	328	4	\$70,000	\$30,000	\$66,000	\$255,000	\$189,000
7	Hughes/Memorial/Charles/Patrick Courts	2,3	1,235	RES3	Asphalt	\$309,000	0	0	\$0	\$25,000	\$203,000	\$537,000	\$334,000
8	S. Commercial Street Design (Stanley - Winneconne)	3.6	8,135	REC	Concrete	\$250,000	0	0	\$0	\$0	\$0	\$250,000	\$250,000
9	Commercial/Winneconne Intersection Improvement			REC	Concrete	\$115,000	0	0	\$0	\$0	\$0	\$115,000	\$115,000
10	Liberty Heights Subdivision		9,230	NEW	Asphalt	\$2,031,000	0	0	\$0	\$0	\$0	\$2,031,000	\$2,031,000
11	Integrity Acres Subdivision		3,377	NEW	Asphalt	\$743,000	0	0	\$0	\$0	\$0	\$743,000	\$743,000
12	Arthur Plat Subdivision		585	NEW	Asphalt	\$129,000	0	0	\$0	\$0	\$0	\$129,000	\$129,000
13	Cardinal Plat Subdivision		1,650	NEW	Asphalt	\$363,000	0	0	\$0	\$0	\$0	\$363,000	\$363,000
14	Fox River Crossing										\$500,000	\$500,000	\$0
TOTALS			33,269			\$4,800,000	8,915	182	\$2,104,000	\$543,000	\$2,328,000	\$9,775,000	\$7,447,000

OPTION 9: Revised Base + Brantwood Dr/Ct, Columbian Av		2021				2023						Estimated	
		PASER	Length	Type	Pavement	STREET	Length	Laterals	SANITARY	STORM	WATER	TOTAL	Borrowing
1	Chestnut Street (Oak - Division)/Dieckhoff	3	2,590	REC	Asphalt	\$710,000	2,437	70	\$680,000	\$182,000	\$449,000	\$2,021,000	\$1,572,000
2	Laudan Blvd (Oak - Elm)	2	687	RES2	Asphalt	\$114,000	0	0	\$0	\$26,000	\$128,000	\$268,000	\$140,000
3	Dieckhoff Street (Oak - Chestnut)	3	370	RES2	Asphalt	\$61,000	267	2	\$50,000	\$26,000	\$56,000	\$193,000	\$137,000
4	Burr Avenue (Chestnut - Elm)	3	317	REC	Asphalt	\$89,000	328	4	\$70,000	\$23,000	\$66,000	\$248,000	\$182,000
5	Hughes/Memorial/Charles/Patrick Courts	2,3	1,235	RES3	Asphalt	\$309,000	0	0	\$0	\$25,000	\$203,000	\$537,000	\$334,000
6	River St (Forest - Edna), High (River - Center)	3.5	950	RES1	Asphalt	\$133,000	711	15	\$180,000	\$50,000	\$196,000	\$559,000	\$363,000
7	Brantwood Drive (Marathon - Parkwood)	4	1,689	RES1	Asphalt	\$236,000	0	0	\$0	\$34,000	\$262,000	\$532,000	\$270,000
8	Brantwood Court	4	211	REC	Asphalt	\$59,000	0	0	\$0	\$4,000	\$37,000	\$100,000	\$63,000
9	Columbian Avenue (Elm - Congress)	2	1,215	REC	Asphalt	\$345,000	647	24	\$210,000	\$97,000	\$200,000	\$852,000	\$652,000
10	S. Commercial Street Design (Stanley - Winneconne)	3.6	8,135	REC	Concrete	\$250,000	0	0	\$0	\$0	\$0	\$250,000	\$250,000
11	Commercial/Winneconne Intersection Improvement			REC	Concrete	\$115,000	0	0	\$0	\$0	\$0	\$115,000	\$115,000
12	Liberty Heights Subdivision		9,230	NEW	Asphalt	\$2,031,000	0	0	\$0	\$0	\$0	\$2,031,000	\$2,031,000
13	Integrity Acres Subdivision		3,377	NEW	Asphalt	\$743,000	0	0	\$0	\$0	\$0	\$743,000	\$743,000
14	Arthur Plat Subdivision		585	NEW	Asphalt	\$129,000	0	0	\$0	\$0	\$0	\$129,000	\$129,000
15	Cardinal Plat Subdivision		1,650	NEW	Asphalt	\$363,000	0	0	\$0	\$0	\$0	\$363,000	\$363,000
16	Fox River Crossing										\$500,000	\$500,000	\$0
TOTALS			32,241			\$5,687,000	4,390	115	1,190,000	467,000	2,097,000	9,441,000	7,344,000

**Report of the Committee of Public Services and Safety
on Proposed Assessments**

In accordance with the (preliminary) Resolution No. 2022-22, and the requirements of §66.0703(5), Wis. Stats., we herewith submit our report on the improvements and the assessment of benefits under the police power for the improvements to be made in the streets or portions of streets listed below.

The plans and specifications have been approved by the Committee and are on file with the Director of Public Works.

The descriptions of the improvement and the estimate of the entire cost of the proposed improvements and the benefits and damages, which estimate of benefits and damages have been made from a view of each parcel, are as follows:

Installation of sanitary sewer laterals for properties served by sanitary sewers on the following streets:

	Street	No. of Served Properties	Est. Construction Costs (1)	Est. Assessable Costs (1)	Est. City Costs
1.	Burr Ave (Chestnut St to Elm St)	3	\$18,000	\$9,000	\$9,000
2.	Chestnut St (Oak St to Division St)	74	\$444,000	\$222,000	\$222,000
3.	Dieckhoff St (Oak St to Chestnut St)	2	\$12,000	\$6,000	\$6,000
4.	Laudan Blvd (Oak St to Elm St)	0	\$0	\$0	\$0
5.	River St (Forest Ave to Edna Ave)	8	\$48,000	\$24,000	\$24,000
6.	High St (River St to Center St)	7	\$42,000	\$21,000	\$21,000
7.	Columbian Ave (Elm St to Congress St)	24	\$144,000	\$72,000	\$72,000

Installation of water services for properties served by potable water on the following streets:

	Street	No. of Served Properties	Est. Construction Costs (1)	Est. Assessable Costs (1)	Est. City Costs
1.	Burr Ave (Chestnut St to Elm St)	5	\$73,000	\$7,000	\$0
2.	Chestnut St (Oak St to Division St)	72	\$549,800	\$100,800	\$0
3.	Dieckhoff St (Oak St to Chestnut St)	3	\$60,200	\$4,200	\$0
4.	Laudan Blvd (Elm St to Reed St)	1	\$129,400	\$1,400	\$0
5.	River St (Forest Ave to Edna Ave)	8	\$77,200	\$11,200	\$0
6.	High St (River St to Center St)	9	\$142,600	\$12,600	\$0
7.	Columbian Ave (Elm St to Congress St)	19	\$226,600	\$26,600	\$0

Damages - Nil

(I) Sewer lateral construction only. Includes 10% engineering and administration fees

A schedule of the properties benefited by the improvements is on file with the Director of Public Works. The properties benefited will be assessed pursuant to Sec. 13-1, Neenah Code, according to the following rates.

Estimated Schedule of Assessment Rates

Single-Family / Two-Family Residence District \$ 3,000 per sewer lateral

Single-Family / Two-Family Residence District \$ 1,400 per water service

Multi-Family /Commercial / Industrial District \$ 1,400per water service

Public Services and Safety Committee

Dated: _____

By: _____
Chairman

Public Services & Safety Committee

January 10, 2023 Meeting

Cigarette and Tobacco Products License Applications

Applicant	Trade Name	Address of Business	Type of Business		
Michael Purdy	Purdy Clean Detail	1617 S Commerical St	Auto Detail Shop		
Brian Duncan	Grainworks Old & New	200 Main St	Bourbon Products Retail		
Manisha Balami	Commercial Petro	521 S Commerical St	Gas Station/C Store		

Retail Liquor License Applications

Applicant	Trade Name	Address of Business	Agent	Type of License	
Grainworks Old & New, LLC	Grainworks Old & New	200 Main St	Brian Duncan	"Class A" Combination	
WP Neenah SPE OPS LLC	Double Tree by Hilton Neenah	123 E Wisconsin Ave	Debbie Becklund	"Class B" Combination	

Change of Agent/Trade Name

Applicant	Trade Name	Address of Business	Agent	Type of License	
Ultimate Mart, LLC	Pick 'n Save #124	1530 S Commercial St	Daniel Kersten	"Class A" Combination	

Pawnbroker/Secondhand Dealer Applciation

New/Renewal	Applicant	Trade Name	Address of Business	License Type	
Renewal	Ben J. Ziemba	J. Anthony Jewelers	220 S Commercial St	Secondhand Jewelry Dealer	
Renewal	Sean Flaherty	ecoATM LLC / Walmart	1155 W Winneconne Ave	Secondhand Article Dealer	



Application for Cigarette and Tobacco Products License

MUNICIPAL USE ONLY

Applicant's Wisconsin 15-digit Sales Tax Account Number 456-1030581716-04
(Must be issued in the same Legal Name of the licensee below)

License Number
Period Covered
Date of Issuance

Legal Name (corporation, limited liability company, partnership or sole proprietorship) <u>Purdy Clean Detail</u>			Federal Employer Identification No. (FEIN) <u>87-2107031</u>	
Trade of Business Name			Telephone Number	
Business Address (Permit Location) <u>1617 S. Commercial St</u>		Business Located In <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town		Business Telephone <u>920-594-0106</u>
City Neenah	State WI	ZIP Code 54956	of Neenah	County Winnebago
Mailing Address (if different than business address)			City	State ZIP Code <u>WI 54956</u>

Organization (check one)

- Sole Proprietor
- Partnership
- Other (describe) _____
- Wisconsin Corporation – Enter date incorporated: _____
- Out-of-State Corporation – Are you registered to do business in Wisconsin? YES NO

- YES NO
 - YES NO
 - YES NO
 - YES NO
 - YES NO
 - YES NO
 - YES NO
 - YES NO
 - YES NO
- Does the applicant understand that they must purchase cigarettes only from, distributors, jobbers, or subjobbers who hold a permit with the Wisconsin Department of Revenue?
 - Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-261-6435.)
 - Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
 - Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<http://witobaccocheck.org>)
 - Does the applicant understand that they may not sell, give, or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
 - Does the applicant understand that they may not sell single cigarettes?
 - Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premise for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal Penalties, including loss of cigarette/tobacco products?
 - Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?
 - Does applicant owe any delinquent taxes, assessments or other claims in whole or part to the City or any delinquent forfeiture resulting from a violation of any City Ordinance.

Cigarettes/Tobacco **MUST** be sold Over the Counter

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 applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

[Signature]
(Signature: Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

Michael Purdy
Print Name

Copy Application To Health Dept.

Cigarette License Fee: \$100 per year
All Licenses expire on June 30, 2023



Application for Cigarette and Tobacco Products License

MUNICIPAL USE ONLY

Applicant's Wisconsin 15-digit Sales Tax Account Number 456-1029938138-02
(Must be issued in the same Legal Name of the licensee below)

License Number
Period Covered
Date of Issuance

Legal Name (corporation, limited liability company, partnership or sole proprietorship) <u>Grainworks Old & New LLC</u>			Federal Employer Identification No. (FEIN) <u>81-5410235</u>	
Trade of Business Name <u>Grainworks Old + New</u>			Telephone Number <u>920-841-7543</u>	
Business Address (Permit Location) <u>200 Main St</u>		Business Located In <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town	Business Telephone <u>920-841-7543</u>	
City <u>Neenah</u>	State <u>WI</u>	ZIP Code <u>54956</u>	County <u>Winnebago</u>	
Mailing Address (if different than business address) <u>1055 Pilgrim Rd</u>		City <u>Neenah</u>	State <u>WI</u>	ZIP Code <u>54956</u>

Organization (check one)

- Sole Proprietor
- Partnership
- Other (describe) _____
- Wisconsin Corporation – Enter date incorporated: _____
- Out-of-State Corporation – Are you registered to do business in Wisconsin? YES NO

- YES NO 1. Does the applicant understand that they must purchase cigarettes only from, distributors, jobbers, or subjobbers who hold a permit with the Wisconsin Department of Revenue?
- YES NO 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-261-6435.)
- YES NO 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- YES NO 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<http://witobaccocheck.org>)
- YES NO 5. Does the applicant understand that they may not sell, give, or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- YES NO 6. Does the applicant understand that they may not sell single cigarettes?
- YES NO 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premise for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal Penalties, including loss of cigarette/tobacco products?
- YES NO 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?
- YES NO 9. Does applicant owe any delinquent taxes, assessments or other claims in whole or part to the City or any delinquent forfeiture resulting from a violation of any City Ordinance.

Cigarettes/Tobacco **MUST** be sold Over the Counter

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 applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Brian Duncan
(Signature: Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

Copy Application To Health Dept.

Brian Duncan
Print Name

Cigarette License Fee: \$100 per year
All Licenses expire on June 30, 2023

CTP-200 (R. 9-19)

Applicable Laws and Rules: This document provides statements or interpretations of the following laws and regulations in effect as of September 19, 2019: Sections 134.65, 134.66, 139.321, 139.79, 139.76, 995.10, and 995.12, Wis. Stats.

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Application for Cigarette and Tobacco Products License

MUNICIPAL USE ONLY

Applicant's Wisconsin 15-digit Sales Tax Account Number 456 1031182796-04
(Must be issued in the same Legal Name of the licensee below)

License Number
Period Covered
Date of Issuance

Legal Name (corporation, limited liability company, partnership or sole proprietorship) <u>Mahabai LLC</u>			Federal Employer Identification No. (FEIN) <u>92-1326764</u>	
Trade of Business Name <u>Commercial Petro</u>			Telephone Number <u>9207504571</u>	
Business Address (Permit Location) <u>521 S. Commercial Petro</u>		Business Located In <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town	Business Telephone <u>9207504571</u>	
City <u>Neenah</u>	State <u>WI</u>	ZIP Code <u>54956</u>	County <u>Winnebago</u>	
Mailing Address (if different than business address) <u>Same</u>		City	State	ZIP Code

Organization (check one)

- Sole Proprietor Wisconsin Corporation – Enter date incorporated: _____
- Partnership Out-of-State Corporation – Are you registered to do business in Wisconsin? YES NO
- Other (describe) Single member LLC

- YES NO 1. Does the applicant understand that they must purchase cigarettes only from, distributors, jobbers, or subjobbers who hold a permit with the Wisconsin Department of Revenue?
- YES NO 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-261-6435.)
- YES NO 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- YES NO 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<http://witobaccocheck.org>)
- YES NO 5. Does the applicant understand that they may not sell, give, or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- YES NO 6. Does the applicant understand that they may not sell single cigarettes?
- YES NO 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premise for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal Penalties, including loss of cigarette/tobacco products?
- YES NO 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?
- YES NO 9. Does applicant owe any delinquent taxes, assessments or other claims in whole or part to the City or any delinquent forfeiture resulting from a violation of any City Ordinance.

Cigarettes/Tobacco **MUST** be sold Over the Counter

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 applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

(Signature: *Manisha Balam* Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

Copy Application To Health Dept.

Print Name

manisha Balam

Cigarette License Fee: \$100 per year
All Licenses expire on June 30, 2023

CTP-200 (R. 9-19)

Applicable Laws and Rules: This document provides statements or interpretations of the following laws and regulations in effect as of September 19, 2019: Sections 134.65, 134.66, 139.321, 139.79, 139.76, 895.10, and 895.12, Wis. Stats.

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Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning January 19 20 23 ;
ending June 30 20 23 ;

TO THE GOVERNING BODY of the: Town of }
 Village of } Neenah
 City of }

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): Brian James Duncan
Grainworks Old & New LLC Chad Steven Duncan

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 (Last, First, M.I.)	Home Address	Post Office & Zip Code	Date of Birth
President/Member	<u>Duncan Brian J</u>	<u>1055 Pilgrim Rd Neenah WI</u>	<u>54956</u>	
Vice President/Member	<u>Duncan Chad S</u>	<u>W5077 Quarry Rd Appleton WI</u>	<u>54913</u>	
Secretary/Member				
Treasurer/Member				
Agent				
Directors/Managers				

3. Trade Name Retail Shop (Grainworks Old+New) Business Phone Number 920-841-7543
4. Address of Premises 200 Main St Neenah WI Post Office & Zip Code 54956

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 12/6/2022 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.) 3000 sqft retail space with storage in basement

10. Legal description (omit if street address is given above): 200 Main St Neenah WI 54956

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?

12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]. 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

15. Does the applicant owe any delinquent taxes, assessments or other claims in whole or part to the City or any delinquent forfeitures resulting from a violation of any City Ordinance? Yes No

Applicant's WI Seller's Permit No.: <u>456-1029938138-02</u> FEIN Number: <u>81-5410235</u>	
LICENSE REQUESTED	
TYPE	FEE
<input checked="" type="checkbox"/> Class A beer	\$ <u>89.00</u>
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$ <u>178.00</u>
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>125.00</u>
TOTAL FEE	\$ <u>332.00</u>

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 signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees 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, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

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

TO BE COMPLETED BY CLERK

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

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Duncan		Brian		James	
Home Address (street/route)		Post Office	City	State	Zip Code
1055 Pilgrim Rd			Neenah	WI	54956
Home Phone Number		Age	Date of Birth	Place of Birth	
[REDACTED]					

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.
- _____ of _____
(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? 45 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.)
 [REDACTED]
- 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. _____
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees 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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

(Signature of Named Individual)

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 City of Neenah County of Winnebago

The undersigned duly authorized officer(s)/members/managers of Grainworks Old & New 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 Grainworks Old & New: Bourbon Barrel Boutique
(trade name)

located at 200 Main St Neenah WI 54956

appoints Brian Duncan
(name of appointed agent)
1055 Pilgrim Rd Neenah WI 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? 45 years

Place of residence last year Neenah WI

For: Grainworks Old & New LLC
(name of corporation/organization/limited liability company)

By: Brian Duncan
(signature of Officer/Member/Manager)

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

ACCEPTANCE BY AGENT

I, Brian Duncan, 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.

Brian Duncan 12/6/2022 Agent's age [REDACTED]
(signature of agent) (date)
1055 Pilgrim Rd Neenah WI 54956 Date of birth [REDACTED]
(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 _____ by _____ Title _____
(date) (signature of proper local official) (town chair, village president, police chief)

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning January 19 20 23 ;
 ending June 30 20 23

TO THE GOVERNING BODY of the: Town of }
 Village of } Neenah
 City of }

County of Winnebago Aldermanic Dist. No. NA (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): WP Neenah SPE OPS 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 (Last, First, MI)	Home Address	Post Office & Zip Code	Date of Birth
President/Member	<u>Crawford, Brent</u>	<u>95 N. Riverview #512</u>	<u>Dublin, Ohio 43017</u>	[REDACTED]
Vice President/Member				
Secretary (Member)	<u>Batra, Jatin</u>	<u>7469 Overland Trail</u>	<u>Delaware Oh 43015</u>	[REDACTED]
Treasurer/Member				
Agent	<u>Debbie Becklund</u>	<u>619 Hunters Point Rd</u>	<u>Neenah, WI 54956</u>	
Directors/Managers	<u>Ron Caldwell</u>	[REDACTED]		

3. Trade Name Double Tree by Hilton Neenah Business Phone Number 920-725-8441
 4. Address of Premises 123 E Wisconsin Ave Post Office & Zip Code Neenah 54956

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
 8. (a) Corporate/limited liability company applicants only: Insert state Ohio and date 3/15/22 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.) Sportsbar, dining room, meeting rooms, public spaces/outdoors
 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?
 12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]. 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
 15. Does the applicant owe any delinquent taxes, assessments or other claims in whole or part to the City or any delinquent forfeitures resulting from a violation of any City Ordinance? 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 signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees 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, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

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

TO BE COMPLETED BY CLERK

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

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Batra		Jatin			
Home Address (street/route)	Post Office	City	State	Zip Code	
7469 Overland Trail		Delaware	Oh	43035	
Home Phone Number	Age	Date of Birth	Place of Birth		

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.

_____ of _____
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

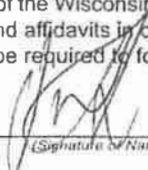
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 0
- 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. Yes DoubleTree Appleton - and Four Points Appleton
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
[REDACTED]			

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees 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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.



(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Becklund		Deborah		J.	
Home Address (street/route)		Post Office	City	State	Zip Code
619 Hunters Pt. Rd.			Neenah	WI	54956
Home Phone Number		[REDACTED]			

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.
- Agent of WP Neenah SPE OPS 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. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers:

Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees 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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Deborah Becklund
(Signature of Named Individual)

DEPARTMENT OF THE TREASURY
 ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB)
Alcohol Dealer Registration – For Use On and After July 1, 2008
 (Please read instructions carefully before completing this form)

SECTION 1 – IDENTIFYING INFORMATION

Complete all fields in section 1 to correctly identify your business

NAME (Last, First, Middle) or CORPORATE NAME (If Corporation) WD Neenah S&P OPS LLC		EMPLOYER IDENTIFICATION NUMBER (See Instructions) 88-3238605	
MAILING ADDRESS (Street address or P.O. Box) 123 E Wisconsin Ave		CITY Neenah	STATE WI
		ZIP CODE 54956	

SELECT BOX a, b, or c:

- a. NEW BUSINESS
 b. OUT OF BUSINESS

c. EXISTING BUSINESS WITH CHANGE IN: (complete items below)

- NAME / TRADE NAME OWNERSHIP INFO
 ADDRESS / LOCATION EMPLOYER IDENTIFICATION NUMBER
 BUSINESS CLASS (OLD: 47-2987276)
 PHONE (NEW: 88-3238605)

12/27/22
 DATE OF CHANGE, OR OF ENTRY INTO BUSINESS, OR OF TERMINATION OF BUSINESS (mm/dd/yyyy)

SECTION 2 – BUSINESS CLASS(ES) AND PREMISES LOCATIONS

Enter information below for each business location, using the appropriate class code

DEALER CLASS	SUBCLASS	CLASS CODE
RETAIL DEALER (Anyone who sells, or offers for sale, beverage alcohol products to any person other than a dealer. Examples are package stores, restaurants, bars, private clubs, fraternal organizations, grocery stores or supermarkets which sell such beverages.)	Liquors (Distilled Spirits, Wine or Beer)	11
	Beer Only	12
	Liquors (Distilled Spirits, Wine or Beer) – At Large*	15
	Beer Only – At Large*	16
WHOLESALE DEALER (Anyone who sells, or offers for sale, beverage alcohol products to another dealer. An IMPORTER must register as a wholesaler if he or she sells beverage alcohol products to other dealers.)	Liquors (Distilled Spirits, Wine, or Beer)	31
	Beer Only	32

* A retail dealer at large is one whose business requires him to move from place to place, such as a circus or carnival.

CLASS CODE	TRADE NAME	PREMISES ADDRESS STREET NUMBER AND NAME	CITY, STATE, ZIP CODE	TELEPHONE NUMBER
11	Double Tree by Hilton Level One	123 E Wisconsin Neenah, WI 54956	Neenah, WI 54956	(920) 725-5441
				()
				()
				()
				()

Under penalties of perjury, I declare that the statements in this registration are true and correct to the best of my knowledge and belief; that this registration applies only to the specified business and location or, where the registration is for more than one location, it applies only to the businesses at the locations specified on the attached list.

SIGNATURE Connie Baum	TITLE Acctg. Specialist	DATE 11/30/22
---------------------------------	-----------------------------------	-------------------------

SECTION 3 – OWNERSHIP INFORMATION

INDIVIDUAL OWNER PARTNERSHIP CORPORATION LLC OTHER (Specify)

FULL NAME	RESIDENCE ADDRESS	POSITION
John Batra	7469 Overland Trail Delaware Ohio 43015	Partner
Brent Crawford	95N Riverview #512 Dublin, Ohio 43017	Partner
Robert Hoying	9233 Highland Cross Plain City Ohio 43064	Partner
FULL NAME	RESIDENCE ADDRESS	POSITION
FULL NAME	RESIDENCE ADDRESS	POSITION

INSTRUCTIONS

GENERAL INSTRUCTIONS

This registration is for use on and after July 1, 2008. If you are engaged in one or more of the alcohol activities listed on this form, you are required to file this form before beginning business. If there is a change in your business, you need to report it on or before the next July 1 (see CHANGES IN OPERATIONS, below). You may file one registration to cover several locations or several types of activity operating under the same Employer Identification Number (EIN).

NOTE: The special (occupational) tax on producers and marketers of alcohol beverages was repealed by Section 11125 of Public Law 109-59, effective July 1, 2008. However, tax liability and the registration requirement for periods before that date remain. If you need to file a delinquent or amended registration for a period through June 30, 2008, please use TTB Form 5630.5a, Alcohol Special (Occupational) Tax Registration and Return – For Periods Ending On or Before June 30, 2008.

SIGNING YOUR REGISTRATION

This form must be signed by the individual owner, a partner, or, in the case of a corporation or LLC, an individual authorized to sign on behalf of the corporation or LLC.

SECTION 1 – IDENTIFYING INFORMATION

Complete Section 1, Identifying Information, as specified on the form. Your registration must contain a valid Employer Identification Number (EIN). The EIN is a unique number for business entities issued by the Internal Revenue Service (IRS). You must have an EIN whether you are an individual owner, partnership, corporation, LLC, or a government agency. If you do not have an EIN, contact the Internal Revenue Service immediately to obtain one. While TTB may assign a temporary identification number (beginning with XX) to allow initial processing of a return which lacks an EIN, do not delay submission of your registration pending receipt of your EIN. If you have not received a number by the time you file this return, write "number applied for" in the space for the number. Submit your EIN by separate correspondence after receipt from the IRS.

PAPERWORK REDUCTION ACT NOTICE

This request is in accordance with the Paperwork Reduction Act of 1995. This information is used to ensure compliance with Section 11125 of Public Law 109-59, and the Internal Revenue Laws of the United States.

The estimated average burden associated with this collection of information is .8 hour per respondent or record keeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be addressed to the Reports Management Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau, Washington, D.C. 20220.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current, valid OMB control number.

SECTION 2 – PREMISES LOCATIONS

Enter the requested information in Section 2 for each premises location even if this repeats the business information listed in Section 1. If you are reporting a change, enter the date of the change in the appropriate space in Section 1. If additional sheets are needed, make a copy of page 1 of this form or enter the requested information on a separate sheet of paper with your EIN and Company's name.

SECTION 3 – OWNERSHIP INFORMATION

Please complete the ownership information in Section 3. Supply the information specified for each individual owner, partner or responsible person. For a corporation, partnership or association, a responsible person is anyone with the power to control the management policies or buying or selling practices pertaining to alcohol. For a corporation, association, or similar organization, it also means any person owning 10 percent or more of the outstanding stock in the business.

CHANGES IN OPERATIONS

If there is a change of your company's name, trade name, address, premises location, telephone number, ownership information, type of business, or EIN, complete TTB F 5630.5d and submit it no later than the next July 1 after the change. Check the box, Existing Business with Change(s), complete all fields in Section 1, and complete Sections 2 and 3 as necessary to show any changes there. Upon going out of business, submit TTB F 5630.5d within 30 days, checking box b in Section 1. If you are still in business but there are no changes since your last registration, this form does not need to be submitted.

MAILING INSTRUCTIONS

Please sign and date this registration and mail it to:

Alcohol and Tobacco Tax and Trade Bureau
550 Main Street, Suite 8002
Cincinnati, OH 45202-5215.

CONTACT INFORMATION

For further assistance, contact TTB National Revenue Center at 1-800-937-8864 or 1-877-882-3277; or email to ttbtaxstamp@ttb.gov. Additional information is also available at our Web site, www.ttb.gov.

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Kersten		Daniel		R	
Home Address (street/route)	Post Office	City	State	Zip Code	
612 School Court	Menasha	Menasha	WI	54952	
Home Phone Number	Age	Date of Birth	Place of Birth		
[Redacted]					

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.
 - Agent of Ultimate Mart, 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? 30 months
- 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.)
[Redacted]
- 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. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
[Redacted]			

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees 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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

X Daniel R. Kersten
(Signature of Named Individual)

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 an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of Neenah County of Winnebago
 City

The undersigned duly authorized officer/member/manager of Ultimate Mart, 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 Pick 'n Save #124

(Trade Name)
located at 1530 S Commercial St Neenah, WI 54956

appoints Daniel Kersten
(Name of Appointed Agent)
612 School Court Menasha, WI 54952
(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? _____

Place of residence last year Same as Above

For: Ultimate Mart, LLC
(Name of Corporation / Organization / Limited Liability Company)

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

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Daniel Kersten, 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] 12/1/22
(Signature of Agent) (Date)

Agent's age [Redacted]

612 School Court Menasha, WI 54952
(Home Address of Agent)

Date of birth [Redacted]

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 _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Appointment of Successor Agent – Retail Licenses

Submit this form to your licensing authority with a \$10 processing fee.

If there is a change in agent, each club, corporation, or limited liability company that holds a retail license to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent and have the appointment approved by the licensing authority pursuant to sec. 125.04(6), Wis. Stats. The following questions must be answered by the agent, and the appointment must be signed by an officer of the corporation/organization or one member of the limited liability company (only one signature is required).

Section 1: Licensee Information and Acknowledgement

Licensee Name

Ultimate Mart, LLC DBA Pick 'n Save #124

Reason for Cancellation of Appointed Agent

Transfer of Current Agent

The undersigned appoints Daniel Kersten as agent in accordance with sec. 125.04(6), Wis. Stats.

Ann Helen Krumholz
Signature of President / Member

12/5/2022
Date

Section 2: Agent Information and Acknowledgement

Agent Name

Daniel Kersten

Mailing Address

612 School Court

City or Post Office

Menasha

State

WI

Zip Code

54952

Agent Questions

Yes No

1. Are you of legal drinking age? Yes No
2. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? Yes No
3. Have you ever been convicted of a federal law violation? Yes No
4. Have you ever been convicted of a state law violation? Yes No
5. Have you ever been convicted of a local ordinance violation? Yes No
6. Have you completed the required responsible beverage server training course per sec. 125.04(5)(a)5, Wis. Stats.? Yes No

UNDER PENALTY OF LAW, I declare that my answers above are true and correct to the best of my knowledge and belief.

I hereby accept appointment as agent for Ultimate Mart, LLC DBA Pick 'n Save #124 and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Daniel R. Kersten
Signature of Agent

12/1/22
Date

Section 3: Licensing Authority Approval

Municipality Name

City of Neenah

Signature of Official

Date

Title of Official



LICENSE APPLICATION

For
PAWNBROKER
SECONDHAND JEWELRY DEALER
SECONDHAND ARTICLE DEALER

CHECK ALL THAT APPLY:

<input type="checkbox"/> Original Application	<input checked="" type="checkbox"/> Renewal
TYPE: <input type="checkbox"/> Pawnbroker	<input checked="" type="checkbox"/> Secondhand Jewelry Dealer CODE: AO
<input type="checkbox"/> Secondhand Article Dealer	
<input type="checkbox"/> Temporary Location: _____	
Temporary Event Dates: _____	
<input checked="" type="checkbox"/> Permanent License: Expires 12/31/2019	

INSTRUCTIONS:

INDIVIDUAL LICENSE – Complete Sections 1, 2, 3 and 6
 PARTNERSHIP LICENSE – Complete Sections 1, 2, 3, 4 and 6
 CORPORATE LICENSE – Complete Sections 1, 2, 3, 5 and 6

(SECTION 1) APPLICANT INFORMATION

Applicant Name (Last, First, MI) <i>Ziembra, Ben, J</i>		Sex	Race	Date of Birth	Place of Birth (City & State)
Street Address <i>17998 Old Pond Ct</i>		City <i>Sherwood</i>	State <i>WI</i>	Zip Code <i>54169</i>	Home Telephone Number

(SECTION 2) CONVICTION RECORD

Have you, or any other person listed on this application, been convicted of any of the following:

A FELONY WITHIN THE LAST TEN (10) YEARS? YES NO

WITHIN THE LAST TEN (10) YEARS OF:

A misdemeanor? YES NO

A statutory violation punishable by forfeiture? YES NO

A County or Municipal Ordinance violation? YES NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction information:

(SECTION 3) BUSINESS INFORMATION

Business Name <i>J. Anthony Jewelers</i>	Street Address <i>220 S. Commercial St</i>	City <i>Neenah</i>	State <i>WI</i>	Zip Code <i>54956</i>	Telephone Number <i>920 729 1642</i>
Owner's Name <i>Ben Ziembra</i>	Street Address <i>17998 Old Pond Ct</i>	City <i>Sherwood</i>	State <i>WI</i>	Zip Code <i>54169</i>	Telephone Number
Business Manager's Name <i>" "</i>	Street Address <i>" "</i>	City <i>" "</i>	State <i>" "</i>	Zip Code <i>" "</i>	Telephone Number <i>" "</i>
Building Owner's Name <i>JAZ LLC</i>	Street Address <i>3209 West Field Rdg</i>	City <i>Neenah</i>	State <i>WI</i>	Zip Code <i>54956</i>	Telephone Number

(SECTION 4) PARTNERSHIP INFORMATION

Partnership Name:

List Name, address, sex, race and date of birth (DOB) of all partners. Attach additional sheets, if necessary

Name (Last, First, MI)	Sex	Race	DOB	Street Address	City	State	Zip

(SECTION 5) CORPORATE INFORMATION

Corporation Name: Precious Metal Castings Inc.

State of Incorporation: WI

List Name, address, sex, race and date of birth (DOB) of all corporation officers and directors. Attach additional sheets, if necessary

Name (Last, First, MI)	Sex	Race	DOB	Street Address	City	State	Zip Code
Ziemba, Ben J	M	W		10998 Old Ford Ct	Sherburne	WI	54169
Ziemba, Sarah L	W	W		"	"	"	"

(SECTION 6) PENALTY NOTICE

I understand that this license may be denied or revoked for fraud, misrepresentation or false statement contained in the application or for any violation of Wis. Stats. §§ 134.71, 943.34 or 948.63.

I certify that I have no delinquent taxes, assessments, or other claims in whole or part owed to neither the City of Neenah nor any delinquent forfeiture resulting from a violation of any City ordinance.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge. I agree to inform the clerk within ten (10) days of any change in the information supplied in this application.

Signature of Applicant: *Benjamin Ziemba*

Print Name of Applicant: Benjamin Ziemba

FOR ADMINISTRATIVE USE ONLY

Date of Application <u>12/14/22</u>	Date Effective	License Expiration <u>12/31/2023</u>	Clerk Signature <u><i>Luca Anderson</i></u>
--	----------------	---	--

FEE RECEIVED: Pawnbroker Bond \$500.00 Secondhand Article License \$80.00 Code: **AO**
 Pawnbroker License \$210.00 Secondhand Jewelry License \$80.00

TOTAL FEE: \$ 80.00

Receipt number: 81303

BACKGROUND CHECK INFORMATION Recommend Approval Recommend Denial (Attach Explanation)

Applicant meets guidelines for issuance of Pawnbroker, Secondhand Jeweler Dealer and/or Secondhand Article Dealer:

- No outstanding Court fines (Patty K)
- No outstanding parking tickets (Tina L)
- No delinquent claims (Patie F)
- Police Background Check / CCAP completed (Laurie K.)
- No Delinquent Water Bill (Julie R.)

(SECTION 4) LIMITED LIABILITY COMPANY INFORMATION

Limited Liability Company Name: ecoATM, LLC

List name, address, and date of birth (DOB) of all members. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	ZIP
Harris, Kevin, C - Chief Legal Officer	[REDACTED]	942 Begonia Court	Carlsbad	CA	92011

(SECTION 5) PARTNERSHIP INFORMATION

Partnership Name:

List name, address, and date of birth (DOB) of all partners. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	ZIP

(SECTION 6) CORPORATE INFORMATION

Corporation Name:

State of Incorporation:

List name, address, and date of birth (DOB) of all corporation officers and directors. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	Zip

(SECTION 7) PENALTY NOTICE

I understand that this license may be denied or revoked for fraud, misrepresentation or false statement contained in the application or for any violation of Wis. Stat. §§ 134.71, 943.34, 948.62 or 948.63.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge. I agree to inform the clerk within ten (10) days of any change in the information supplied in this application.

Signature of Applicant: 

Print Name of Applicant: Sean Flaherty

FOR ADMINISTRATIVE USE ONLY

Licensing Authority	License Number Assigned	Date Effective	Clerk
<u>City of Meenah</u>			
FEES RECEIVED: Pawnbroker Bond \$ _____		Secondhand Article License \$ <u>80.00</u>	
Pawnbroker License \$ _____		Secondhand Dealer Mall/Flea Market License \$ _____	
Secondhand Jewelry License \$ _____		TOTAL FEE: \$ <u>80.00</u>	

FOR LAW ENFORCEMENT USE ONLY

Recommend Approval Recommend Denial (Attach explanation.)

Investigating Office Signature:  Date: 12/20/12

Print Name of Investigating Officer: Becca Andraschko



M E M O R A N D U M

DATE: January 6, 2023
TO: Mayor Lang and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: Public Works General Activity

- 1) Contract 7-21 (Harrison Pond): Stones continue to be placed for the water feature on the east side of the pond. The contractor will be installing the last pieces of storm and sanitary sewer at the Monroe/Union intersection in the next week or two.
- 2) Contract 2-22 (Utility and Street Construction on Grove and Dieckhoff): A final pay request is being prepared.
- 3) Contract 11-22A (Lead service line replacement – Zemlock/Reddin): 93 services have been replaced.
- 4) Contract 11-22B (Lead service line replacement – Hunt/Madison/Nicolet): 63 of 100 service replacements have been completed.
- 5) 27 Spot Lead Line Service Replacements were completed in 2022.
- 6) Contracts for 2023: Work is proceeding on projects programmed for 2023. The contract list is:
 - 1-23 Chestnut, Burr, Dieckhoff, Laudan - Utilities and Streets.
 - 2-23 Charles, Hughes, Memorial, Patrick, Brantwood Dr/Ct - Water Utility and Streets.
 - 3-23 Misc. Concrete Pavement and Sidewalk Repairs
 - 4-23 Misc. Asphalt Repairs
 - 5-23 Liberty Heights, Integrity Acres, Cardinal and Arthur Plat – Final Streets
 - 6-23 Columbian Avenue - Utilities and Street
 - 7-23 High St and River St - Utilities and Streets
 - 8-23 Tullar Garage Roof Replacement
 - 9-23 Epoxy Pavement Marking
- 7) ECWRPC/Valley Transit Study: Staff met with ECWRPC and Valley Transit staff to interview staff from SRF, the firm that submitted a response to the RFP regarding an operations and fare analysis for Valley Transit along with the Neenah Transfer Station location evaluation.