CITY COUNCIL MEETING AGENDA
CITY OF FOND DU LAC, WISCONSIN
Legislative Chambers
160 S Macy Street

January 25, 2017
6:00 PM

1. CALL TO ORDER

a. Roll Call

b. Declaration a Quorum Is Present

c. Pledge of Allegiance

d. Silent Reflection

2. PUBLIC HEARINGS

3. CONSENT AGENDA

a. January 11, 2017 Regular Council Minutes

b. List Of Claims Dated January 18, 2017

4. INPUT

a. Audience Comments

b. Fond du Lac Area Convention & Vistiors Bureau Update
Presented By: Craig Molitor, President of Fond du Lac Area Convention & Visitors Bureau

5. ACTIONS

a. Permit To Sell Fermented Malt Beverages On Park Property
Entity: Fond du Lac Festivals
Event: Walleye Weekend & Taste of Fond du Lac
Location: Lakeside Park
Date: June 9th-11th, 2017 and August 20, 2017
Introduction: City Clerk

b. Permit To Sell Fermented Malt Beverages On Park Property
Entity: Fond du Lac Convention & Visitors Bureau
Event: Sturgeon Spectacular
Location: Lakeside Park Pavilion
Date: February 10th-12th, 2017
Introduction: City Clerk

c. Class "B" Fermented Malt and "Class C" Wine License
Entity: The Noodle Shop, Co. - Colorado, Inc.
Agent Name: Derek Runge
Agent Address: 618 McKinley St., Neenah, WI
d/b/a: Noodles & Company
Location of Premise: 729 W Johnson Street
Introduction: City Clerk

d. "Class B" Intoxicating Liquor and Class "B" Fermented Malt

License

Entity: 65 N Main Pub, LLC
Agent Name: Bryan Perl
Agent Address: 463 Cedar St., Fond du Lac, WI
d/b/a: Two Bucks Grill & Ale House
Location of Premise: 65 N Main Street
Introduction: City Clerk

e. Resolution No. 8653

A Resolution Making Appointments To The Ethics Board And Alcohol License Committee
Introduction: City Manager

f. Resolution No. 8654

Resolution Of The City Of Fond du Lac Approving A Cooperative Plan With The Towns Of Bryon, Empire, Fond du Lac, Friendship And Taycheedah
Introduction: Community Development Director

g. Ordinance No. 3628

An Ordinance Amending Chapter 216-22 Keeping Of Honeybees
Introduction: City Attorney

h. Lead Pipes

Presented By: Director of Public Works

6. ADJOURN

a. Adjourn To Closed Session

Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
The subject of the closed session is:
Economic Development Opportunities
This subject is exempt under Wisconsin Statutes Section 19.85 (1) (e)

CITY COUNCIL MEETING AGENDA
CITY OF FOND DU LAC, WISCONSIN

Title: January 11, 2017 Regular Council Minutes

Subject: January 11, 2017 Regular Council Minutes

Initiator:

Recommendation:

ATTACHMENTS:

File Name

Minutes_2017_1_11_Meeting(307).pdf

CITY COUNCIL MEETING MINUTES
CITY OF FOND DU LAC, WISCONSIN
Fire Station No. 1
815 S Main Street

January 11, 2017
6:00 PM

CALL TO ORDER

Roll Call

Present
Catherine Block
Brian Kolstad
Lee Ann Lorrigan
Greg Giles
Karyn Merkel
Kay Miller
Derek TerBeest

Absent
None

Administrative Staff
Joe Moore, City Manager
Dyann Benson, Director of Community Development
Tracy Salter, Director of Administration
Deb Hoffmann, City Attorney
Jordan Skiff, Director of Public Works
Mark Bolthouse, Library Director
Bill Lamb, Chief of Police
Peter O'Leary, Fire Chief

Declaration a Quorum Is Present

President Lorrigan declared a quorum present.

Pledge of Allegiance

Pledge of Allegiance was recited.

Silent Reflection

A moment of silent reflection was observed.

A Proclamation In Recognition Of Crossing Guards

President Lorrigan presented a proclamation declaring the week of January 16th - January 20th, 2017, Adult School Crossing Guard Recognition Week, to express appreciation to our crossing guards for their continued commitment to the safety and wellbeing of our children.

A Proclamation Recognizing Steve Kees Retirement

President Lorrigan presented a proclamation to Stephen Kees upon his retirement, recognizing him for 15 years of dedicated service to the citizens of the City of Fond du Lac.

CONSENT AGENDA

December 14, 2016 City Council Minutes

December 14, 2016 Closed Session Minutes

List Of Claims Dated January 5, 2017

A Motion was made by Greg Giles to approve the Consent Agenda and seconded by Kay Miller, and the motion was **Passed.**
Ayes: Block, Giles, Kolstad, Lorrigan, Merkel, Miller, TerBeest

INPUT

Audience Comments

Spoke to request reduced boat slip fee for Boy Scout Troop
Paul Kaestner, 184 E 11th Fond du Lac, WI 54935

ACTIONS

Resolution No. 8650

File No. 2017-26

A Motion was made by Karyn Merkel to approve Resolution No. 8650 regarding the construction of curb and gutter in the areas of Fifth Street, Seventh Street, North Military Road, and Tompkins Street and seconded by Catherine Block, and the motion was **Passed.**
Ayes: Block, Giles, Kolstad, Lorrigan, Merkel, Miller, TerBeest

Resolution No. 8651

File No. 2017-003

A Motion was made by Brian Kolstad to approve Resolution No. 8651 making appointments to the Police and Fire Commission, Ethics Board, Alcohol License Committee, and Downtown Fond du Lac Partnership Board and seconded by Greg Giles, and the motion was **Passed.**
Ayes: Block, Giles, Kolstad, Lorrigan, Merkel, Miller, TerBeest

Resolution No. 8652

File No. 2017-27

A Motion was made by Kay Miller to approve Resolution No. 8652 regarding International Migratory Bird Day and seconded by Brian Kolstad, and the motion was **Passed.**
Ayes: Block, Giles, Kolstad, Lorrigan, Merkel, Miller, TerBeest

Ordinance No. 3626

File No. 2014-028

A Motion was made by Derek TerBeest to approve Ordinance No. 3626 amending Chapter 630, Vehicles and Traffic of the Code of the City of Fond du Lac to add no parking on the east side of Prairie Road and seconded by Greg Giles, and the motion was **Passed.**
Ayes: Block, Giles, Kolstad, Lorrigan, Merkel, Miller, TerBeest

Ordinance No. 3627

File No. 2017-029

A Motion was made by Greg Giles to approve Ordinance No. 3627 amending Chapter 630, Vehicles and Traffic of the Code of the City of Fond du Lac to remove parking restrictions in the areas of East First, Gillett, and Ninth Streets and seconded by Derek TerBeest, and the motion was **Passed.**
Ayes: Block, Giles, Kolstad, Lorrigan, Merkel, Miller, TerBeest

ADJOURN

A Motion was made by Brian Kolstad to adjourn at 6:25 p.m. and seconded by Catherine Block, and the motion was **Passed.**
Ayes: Block, Giles, Kolstad, Lorrigan, Merkel, Miller, TerBeest

Margaret Hefter
City Clerk

CITY COUNCIL MEETING AGENDA
CITY OF FOND DU LAC, WISCONSIN

Title: List Of Claims Dated January 18, 2017

Subject: List Of Claims Dated January 18, 2017

Initiator:

Recommendation:

ATTACHMENTS:

File Name

List_of_Claims_1-18-17revised.pdf

CITY OF FOND DU LAC - Memorandum

Department of Administration

Date: January 18, 2017

To: City Council

From: Tracy Salter, Director of Administration

Re: List of Claims

The list of claims for goods and services for the payment periods December 31, 2016 through January 13, 2017 for all funds total $13,250,695.97. This list of claims includes tax settlement checks totaling $12,357,687.45 Wisconsin statute 66.0609 (2) requires the comptroller to file, at least monthly with the City Council, a list of approved claims paid.

Suggested Motion: Receive and File

CITY COUNCIL MEETING AGENDA
CITY OF FOND DU LAC, WISCONSIN

Title: Permit To Sell Fermented Malt Beverages On Park Property

Subject: Entity: Fond du Lac Festivals
Event: Walleye Weekend & Taste of Fond du Lac
Location: Lakeside Park
Date: June 9th-11th, 2017 and August 20, 2017
Introduction: City Clerk

Initiator:

Recommendation:

ATTACHMENTS:

File Name

FDL_Festilvals_0492.pdf

Fond du Lac Police Department
MEMO

To: Leanne Doyle

From: Assistant Chief Steve Klein

RE: ***Walleye Weekend Hours 2017***

Date: 10/11/2016

Leanne, per our conversation today this memo outlines the hours of alcohol sales for Walleye Weekend 2017 that were agreed upon today by you and I.

Festival hours will be 3 p.m. to 10:30 p.m. on June 9th and 8 a.m. to 10:30 p.m. on June 10th and from 8 a.m. until 6 p.m. on Sunday June 11th.

Hours for the sale of alcohol are as follows: 3 p.m. to 10 p.m. on Friday June 9th and 8 a.m. to 10 p.m. on Saturday June 10th, with the bands ending at 10:15 p.m. and the Festival closing at 10:30 p.m. on both nights. On Sunday June 11th from 8 a.m. to 6 p.m. at which time the Festival ends.

Thank you for working with us to ensure a safe and enjoyable environment for all those attending Walleye Weekend. We look forward to a great 2017 Walleye Weekend Festival.

10-13-16
Festival Director/Date

10/13/16
Police Official/Date

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE $ 10.00 — *If not filed 15 days prior to event, a $25 rush fee will be charged.* — Application Date: 9-14-16

☐ Town ☐ Village ☒ City of FOND DU LAC — County of FOND DU LAC

The named organization applies for: *(check appropriate box(es).)*

☑ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☑ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 6/9/17 and ending 6/11/17 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. **Organization** *(check appropriate box)* → ☐ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization *(organized under Ch. 181)* ☐ Veteran's Organization ☐ Fair Association

   (a) Name Fond du Lac Festivals, Inc

   (b) Address 650 N. Main St., FDL (Street) ☐ Town ☐ Village ☒ City

   (c) Date organized 1983

   (d) If corporation, give date of incorporation 1983

   (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

   (f) Names and addresses of all officers:

   President Karyn Merkel

   Vice President Holly Luehring

   Secretary Molly Jaster

   Treasurer Bob Knutzen

   (g) Name and address of manager or person in charge of affair:

   Leanne Doyle, 650 N. Main St, FDL

2. **Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

   (a) Street number Lakeside Park

   (b) Lot _____ Block _____

   (c) Do premises occupy all or part of building? _____

   (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. **Name of Event**

   (a) List name of the event Walleye Weekend

   (b) Dates of event June 9-11, 2017

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Fond du Lac Festivals, Inc (Name of Organization)

Officer Barbara Knutzen 9-20-2016 (Signature/date)

Officer Molly Jaster 09/19/16 (Signature/date)

Officer K. Merkel 9/20/16 (Signature/date)

Officer Holly Luehring 9-27-16 (Signature/date)

Date Filed with Clerk 10-1-16

Date Reported to Council or Board _____

Date Granted by Council _____

License No. 17-4957

AT-315 (R. 11-15) Wisconsin Department of Revenue

OL-841

PERMIT #_____

City of Fond du Lac

APPLICATION FOR PERMIT TO SELL FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS ON PARK PROPERTY

I/WE HEREBY MAKE APPLICATION FOR A SPECIAL PERMIT TO SELL FERMENTED MALT BEVERAGES IN ACCORDANCE WITH FOND DU LAC CITY CODE OF ORDINANCES, SECTION 19.06(5), WHICH STATES:

(5) SALE OF FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS. No person shall sell, barter, exchange, offer for sale or have in his possession with intent to sell, deal or traffic in, fermented malt beverages or intoxicating liquors in or on any public park or play area within the City, with the following exception: fermented malt beverages may be sold upon granting of a special permit by the City Council and approval of the Chief of Police. Such sales shall commence not earlier than 10 a.m. and shall cease not later than 9 p.m. The permittee shall deposit the sum of $100 with the City to guarantee the cleanup of the area where such beverages are permitted to be sold following the event for which the permit was granted. Such $100 shall be returned to the permittee following an inspection by the City and its approval.

PART A: APPLICATION	
PARK & SPECIFIC LOCATION:	Lakeside Park
NAME OF APPLICANT:	Leanne Doyle - Allegro Weekend
ORGANIZATION REPRESENTED:	Fond du Lac Festivals
TYPE OF EVENT PLANNED:	Festival
DATE(S) OF EVENT:	June 9-11, 2017
SALE OF ALCOHOL ALLOWED ONLY DURING THESE HOURS:	8am - 10pm
SIGNATURE OF APPLICANT:	DATE: 9-19-16

PART B: PAYMENT & APPROVAL	
$100 DEPOSIT RECEIVED BY:	DATE:
APPROVED BY POLICE CHIEF:	DATE:
APPROVED BY CITY COUNCIL:	DATE:

NOTE: PLEASE KEEP ALL COPIES TOGETHER AND RETURN TO PARK OFFICE AFTER ALL APPROVAL STEPS ARE COMPLETE.

PART C: INSPECTION & REFUND	
CLEANUP INSPECTION BY:	DATE:
$100 DEPOSIT REFUNDED TO:	DATE:

WHITE---PARK YELLOW---PERMITTEE PINK---SEC/DEP BOOK GOLD---COMPTROLLERS

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE $10.00 — *If not filed 15 days prior to event, a $25 rush fee will be charged.*

Application Date: 9-21-16

☐ Town ☐ Village ☒ City of FOND DU LAC

County of FOND DU LAC

The named organization applies for: *(check appropriate box(es).)*

☑ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☑ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 8/20/2017 and ending 8/20/2017 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ☐ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization *(organized under Ch. 181)* ☐ Veteran's Organization ☐ Fair Association

(a) Name: Fond du Lac Festivals, Inc

(b) Address: 650 N. Main St, FDL (Street) ☐ Town ☐ Village ☒ City

(c) Date organized: 1983

(d) If corporation, give date of incorporation: 1983

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President: Karyn Merkel

Vice President: Holly Luehring

Secretary: Molly Jaster

Treasurer: Barb Knutzen

(g) Name and address of manager or person in charge of affair: Leanne Doyle, 650 N. Main St FDL

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number: Lakeside Park - Oven Island

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event: Taste of Fond du Lac

(b) Dates of event: 8/20/2017

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Fond du Lac Festivals, Inc (Name of Organization)

Officer: Barbara L. Knutzen 9-20-2016 (Signature/date)

Officer: K. Merkel 9/20/16 (Signature/date)

Officer: Molly Jaster 09/19/16 (Signature/date)

Officer: Holly Luehring 9/27/16 (Signature/date)

Date Filed with Clerk: 10-1-16

Date Reported to Council or Board _____

Date Granted by Council _____

License No. 17-4958

AT-315 (R. 11-15) Wisconsin Department of Revenue

OL-841

PERMIT #_____

City of Fond du Lac

APPLICATION FOR PERMIT TO SELL FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS ON PARK PROPERTY

I/WE HEREBY MAKE APPLICATION FOR A SPECIAL PERMIT TO SELL FERMENTED MALT BEVERAGES IN ACCORDANCE WITH FOND DU LAC CITY CODE OF ORDINANCES, SECTION 19.06(5), WHICH STATES:

(5) SALE OF FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS. No person shall sell, barter, exchange, offer for sale or have in his possession with intent to sell, deal or traffic in, fermented malt beverages or intoxicating liquors in or on any public park or play area within the City, with the following exception: fermented malt beverages may be sold upon granting of a special permit by the City Council and approval of the Chief of Police. Such sales shall commence not earlier than 10 a.m. and shall cease not later than 9 p.m. The permittee shall deposit the sum of $100 with the City to guarantee the cleanup of the area where such beverages are permitted to be sold following the event for which the permit was granted. Such $100 shall be returned to the permittee following an inspection by the City and its approval.

PART A: APPLICATION	
PARK & SPECIFIC LOCATION:	Lakeside Park, Owen Island
NAME OF APPLICANT:	Taste of Fond du Lac
ORGANIZATION REPRESENTED:	Fond du Lac Festivals
TYPE OF EVENT PLANNED:	Festival
DATE(S) OF EVENT:	8-19-17
SALE OF ALCOHOL ALLOWED ONLY DURING THESE HOURS:	12-6pm
SIGNATURE OF APPLICANT:	DATE: 9-19-16

PART B: PAYMENT & APPROVAL	
$100 DEPOSIT RECEIVED BY:	DATE:
APPROVED BY POLICE CHIEF:	DATE:
APPROVED BY CITY COUNCIL:	DATE:

NOTE: PLEASE KEEP ALL COPIES TOGETHER AND RETURN TO PARK OFFICE AFTER ALL APPROVAL STEPS ARE COMPLETE.

PART C: INSPECTION & REFUND	
CLEANUP INSPECTION BY:	DATE:
$100 DEPOSIT REFUNDED TO:	DATE:

WHITE---PARK YELLOW---PERMITTEE PINK---SEC/DEP BOOK GOLD---COMPTROLLERS

CITY COUNCIL MEETING AGENDA
CITY OF FOND DU LAC, WISCONSIN

Title: Permit To Sell Fermented Malt Beverages On Park Property

Subject: Entity: Fond du Lac Convention & Visitors Bureau
Event: Sturgeon Spectacular
Location: Lakeside Park Pavilion
Date: February 10th-12th, 2017
Introduction: City Clerk

Initiator:

Recommendation:

ATTACHMENTS:

File Name

CVB_0491.pdf

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE $ 10.00 Application Date: 12/19/2016

☐ Town ☐ Village ☑ City of FOND DU LAC County of FOND DU LAC

The named organization applies for: *(check appropriate box(es).)*

☑ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☑ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 02/10/2017 and ending 02/12/2017 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ☐ Bona fide Club ☐ Church ☐ Lodge/Society ☒ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

(a) Name Fond du Lac Convention and Visitors Bureau

(b) Address 171 S. Pioneer Road, Fond du Lac, WI 54935
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized December, 1975

(d) If corporation, give date of incorporation

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:
President Craig Molitor
Vice President / Director of Operations: Lisa Pauly
Secretary
Treasurer

(g) Name and address of manager or person in charge of affair: Peter Wilke
171 S. Pioneer Road, Fond du Lac, WI 54935

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 71 Promen Drive, Lakeside Park Pavilion

(b) Lot Block

(c) Do premises occupy all or part of building? all of the building

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event Sturgeon Spectacular

(b) Dates of event Friday, February 10th; Saturday, February 11th, and Sunday, February 12th

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Fond du Lac Convention and Visitors Bureau
(Name of Organization)

Officer (Signature/date)

Officer SEC. OF BOARD OF DIRECTORS (Signature/date)
CEO OF ORGANIZATION

Date Filed with Clerk 12/19/16

Date Granted by Council

Officer (Signature/date)

Officer (Signature/date)

Date Reported to Council or Board

License No.

AT-315 (R. 6-16) Wisconsin Department of Revenue

OL-2471 Rept # 1949919500

CITY OF FOND DU LAC

Memorandum

Date:

To: Chief of Police Attn: Records Division

From: City Clerk

Subject: Operator (Bartender) License Application

The application copied on the reverse side was filed with this office within the preceding forty-eight hours.

It is respectfully requested that your recommendation on the granting and issuance of a license be provided to this office.

CITY OF FOND DU LAC

Memorandum

Date:

To: City Clerk

From: Chief of Police

Subject: Operator (Bartender) License Application

I hereby recommend that the application be:

__X__ Granted a license Acker

_____ Denied a license

Comments _____

PERMIT #_____

City of Fond du Lac

APPLICATION FOR PERMIT TO SELL FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS ON PARK PROPERTY

I/WE HEREBY MAKE APPLICATION FOR A SPECIAL PERMIT TO SELL FERMENTED MALT BEVERAGES IN ACCORDANCE WITH FOND DU LAC CITY CODE OF ORDINANCES, SECTION 19.06(5), WHICH STATES:

(5) SALE OF FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS. No person shall sell, barter, exchange, offer for sale or have in his possession with intent to sell, deal or traffic in, fermented malt beverages or intoxicating liquors in or on any public park or play area within the City, with the following exception: fermented malt beverages may be sold upon granting of a special permit by the City Council and approval of the Chief of Police. Such sales shall commence not earlier than 10 a.m. and shall cease not later than 9 p.m. The permittee shall deposit the sum of $100 with the City to guarantee the cleanup of the area where such beverages are permitted to be sold following the event for which the permit was granted. Such $100 shall be returned to the permittee following an inspection by the City and its approval.

PART A: APPLICATION	
PARK & SPECIFIC LOCATION: Lakeside Park - Pavilion	
NAME OF APPLICANT: FDL Convention + Visitors Bureau	
ORGANIZATION REPRESENTED: " "	
TYPE OF EVENT PLANNED: Sturgeon Spectacular	
DATE(S) OF EVENT: 2/10/17 - 2/12/17	
SALE OF ALCOHOL ALLOWED ONLY DURING THESE HOURS:	
SIGNATURE OF APPLICANT: See Per Email	DATE:

PART B: PAYMENT & APPROVAL	
$100 DEPOSIT RECEIVED BY:	DATE:
APPROVED BY POLICE CHIEF:	DATE:
APPROVED BY CITY COUNCIL:	DATE:

NOTE: PLEASE KEEP ALL COPIES TOGETHER AND RETURN TO PARK OFFICE AFTER ALL APPROVAL STEPS ARE COMPLETE.

PART C: INSPECTION & REFUND	
CLEANUP INSPECTION BY:	DATE:
$100 DEPOSIT REFUNDED TO:	DATE:

WHITE---PARK YELLOW---PERMITTEE PINK---SEC/DEP BOOK GOLD---COMPTROLLERS

CITY COUNCIL MEETING AGENDA
CITY OF FOND DU LAC, WISCONSIN

Title: Class "B" Fermented Malt and "Class C" Wine License

Subject: Entity: The Noodle Shop, Co. - Colorado, Inc.
Agent Name: Derek Runge
Agent Address: 618 McKinley St., Neenah, WI
d/b/a: Noodles & Company
Location of Premise: 729 W Johnson Street
Introduction: City Clerk

Initiator:

Recommendation: Alcohol License Committee Recommendation: **Approve**

ATTACHMENTS:

File Name

Police_Memo_01-13-17_Noodles_and_Company.pdf

Noodles_Application_Redacted.pdf

noodles_business_plan.pdf

Excerpt_-_01-23-17_ALC_Minutes.pdf

Fond du Lac Police Department
MEMO

To: City Manager Joe Moore

From: Chief Lamb

RE: Proposed Class "B" Beer and Class C Wine license request for Noodles and Company, 729 W Johnson St.

Date: 01-13-17

On January 13, 2017, Assistant Chief Klein, Fire Chief O'Leary, City Building Inspector Doug Hoerth and City Clerk Maggie Hefter met with Derek Runge from Noodles and Company to discuss their license application for the proposed restaurant operation located at 729 W Johnson St.

Noodles and Company is a national brand chain with over 500 stores throughout the United States. Mr. Runge, who is a Fond du Lac native, is the area manager for Noodles and Company and will serve as the licensed agent for this location. Mr. Runge oversees 9 Noodle's restaurants and has over 17 years in the food service and hospitality industry. He anticipates that Noodles and Company will employee about 35 employees in the Fond du Lac store.

Noodles and Company anticipates a February 6th opening. The proposed license request would allow those dining customers who chose to, to purchase a select assortment of beers or a glass of wine for on site consumption with their meal.

Background checks conducted on Mr. Runge and the officers of Noodles and Company, both in-house and NCIC/CIB, indicate no prior criminal history that would preclude them from obtaining the requested license. The Police Department has no objections to the approval of the proposed license request.

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Feb. 9 20 17 ;
ending June 30 20 17

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☐ City of } FOND DU LAC

County of FOND DU LAC Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's WI Seller's Permit No.:	FEIN Number:
456-0000830197-03	

LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☑ Class B beer	$ 42
☑ Class C wine	$ 42
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 55
TOTAL FEE	$ 139-

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): ▶ THE NOODLE SHOP, CO.- COLORADO, INC.

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	President/VP Assistant Secretary, Paul Strasen, 6 White Alder, Littleton, CO 80217		
Vice President/Member			
Secretary/Member	Secretary David J. Boennighausen, 2593 Sunshine Canyon Dr., Boulder CO 80302		
Treasurer/Member			
Agent ▶	Derek Runge		
Directors/Managers	Director: Paul Strasen		

3. Trade Name ▶ Noodles & Company Business Phone Number 720-214-1900
4. Address of Premises ▶ 729 West Johnson Street Post Office & Zip Code ▶ Fond Du Lac, 54935
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 Colorado and date _____ 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 See Exhibit A
   (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.) See Exhibit B
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.)
10. Legal description (omit if street address is given above): N/A
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 file a Special Occupational Tax return (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] ☑ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☑ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 3RD day of NOVEMBER, 20 16

Rachel S. von Rivenburgh (Clerk/Notary Public)

My commission expires SEPT 29, 2020

RACHEL S. VON RIVENBURGH
Notary Public
State of Colorado
Notary ID # 20084032685
My Commission Expires 09-29-2020

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 12-20-16	Date reported to council/board 2-8-17	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

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: [X] Town [ ] Village [ ] City of Fond Du Lac County of Fond Du Lac

The undersigned duly authorized officer(s)/members/managers of The Noodle Shop, Co.- Colorado, Inc.
(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

_____
(trade name)

located at 729 West Johnson Street, Fond Du Lac, WI 54935

appoints Derek Runge
(name of appointed agent)

[redacted]
(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?

[X] 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? [X] Yes [ ] No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 1+years

Place of residence last year _____

For: The Noodle Shop, Co.- Colorado, Inc
(name of corporation/organization/limited liability company)

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

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

ACCEPTANCE BY AGENT

I, Derek Runge, 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.

_____ 12-2-16

[redacted]
(home address of agent)

Agent's age [redacted]

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 _____ *(date)* by _____ *(signature of proper local official)* Title _____ *(town chair, village president, police chief)*

AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name *(please print)* *(last name)*	*(first name)*	*(middle name)*
Runge	Derek	

Home Address *(street/route)*	Post Office	City	State	Zip Code
[redacted]		Neenah	WI	54956

Home Phone Number	Age	Date of Birth	Place of Birth
[redacted]	[redacted]		Milwaukee, WI

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 *(Officer/Director/Member/Manager/Agent)* of The Noodle Shop, Co.- Colorado, Inc. *(Name of Corporation, Limited Liability Company or Nonprofit Organization)*

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 37 years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
   If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. *(If more room is needed, continue on reverse side of this form.)*
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
   If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
   If yes, identify. *(Name, Location and Type of License/Permit)*
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
   If yes, identify. *(Name of Wholesale Licensee or Permittee)* *(Address By City and County)*
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Noodles & Company	520 Zang St, Broomfield, CO 80021	May 2007	Present
Employer's Name	Employer's Address	Employed From	To
Gullivers Grill & Bar	1350 Gillyngen Rd Menasha, WI 54952	2000	2006

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

S ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

this 2 day of December, 2016

Minh Wyman *(Clerk/Notary Public)*

(Signature of Named Individual)

My commission expires 8-10-18

MINH WYMAN
Notary Public
State of Wisconsin

Printed on Recycled Paper

Congratulations!

You have successfully completed the ServSafe Alcohol® Responsible Alcohol Service Training and Certification Program. This is your official ServSafe Alcohol Certification Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown

Senior Vice President, National Restaurant Association Solutions

ID # 8348274

CARD # 14450730

ServSafe
National Restaurant Association

ServSafe Alcohol® CERTIFICATE

DEREK RUNGE

NAME

12/6/2016

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

Sherman Brown

Senior Vice President, National Restaurant Association Solutions

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In Alaska you must laminate your card for it to be valid.

NOTE: You can access your score and certification information anytime at ServSafe.com with the class number provided on this form.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

NATIONAL RESTAURANT ASSOCIATION

175 West Jackson Boulevard,
Suite 1500
Chicago, IL 60604-2814
1.800.SERVSAFE
312.715.1010 in the Chicago area
ServSafe.com

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WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-264-6884
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L1539152096

JENNIFER MCVAY
THE NOODLE SHOP, CO.-COLORADO, INC.
520 ZANG ST STE D
BROOMFIELD CO 80021-8239

Wisconsin Department of Revenue Seller's Permit

Legal/real name: THE NOODLE SHOP, CO.-COLORADO, INC.

Business name: NOODLES & COMPANY
729 W JOHNSON ST
FOND DU LAC WI 54935-2015

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-0000830197-03

GENERAL NOTES

1. GC TO REFER TO MILLWORK SHOP DRAWINGS FOR SPECIFIC SIZES AND DETAILS.
2. CAULK FIXED TABLES TO WALLS.
3. CHAIR RAIL AND BASE TO BE INSTALLED AFTER BOOTHS FOR TIGHTEST FIT POSSIBLE.
4. EQUIPMENT SPACING DIMENSIONS TO BE COORDINATED WITH KITCHEN EQUIPMENT REQUIREMENTS AND FIELD CONDITIONS.
5. CORE DRILL STOOLS AND BOLT DOWN TABLES IF SLAB ON GRADE U.N.O.
6. CENTERLINE OF STOOLS TO BE LOCATED 7 1/2" FROM FACE OF TABLE EDGE. SPACE STOOLS 2'-0" APART, OC
7. TABLES WITH SINGLE BASE TO HAVE BASE MOUNTED AT THE CENTER POINT.
8. REFER TO PLAN FOR TABLE BASE DIMENSIONS FOR TABLES WITH MORE THAN ONE BASE.
9. STOOL BASE TUUP COVERS SHALL BE DRILLED AND TAPPED WITH SET SCREW INSTALLED TO PREVENT COVER FROM MOVING.

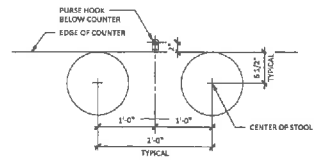
ART SCHEDULE

REF.	QUANTITY	SIZE	DESCRIPTION
906 A	1	41" X 41"	B&W PHOTO WITH FRAME
906 B	1	41" X 41"	B&W PHOTO WITH FRAME
906 C	1	41" X 41"	B&W PHOTO WITH FRAME
906 D	0	41" X 41"	B&W PHOTO WITH FRAME
906 E	0	41" X 41"	B&W PHOTO WITH FRAME
906 F	0	41" X 41"	B&W PHOTO WITH FRAME
907	0	29"H X 46-1/2"W	"VWX PLEXI PANELS"
908	0	CUSTOM	VINYL WALL MURAL

NOTES:
906 ARTWORK SHOULD BE MOUNTED 6'-0" TO CENTER
ARTWORK VENDOR FOR ITEMS 908 TO COORDINATE & LABEL THE BACKSIDE OF ALL WALL ART IN CONJUCTION WITH THE ART SCHEDULE

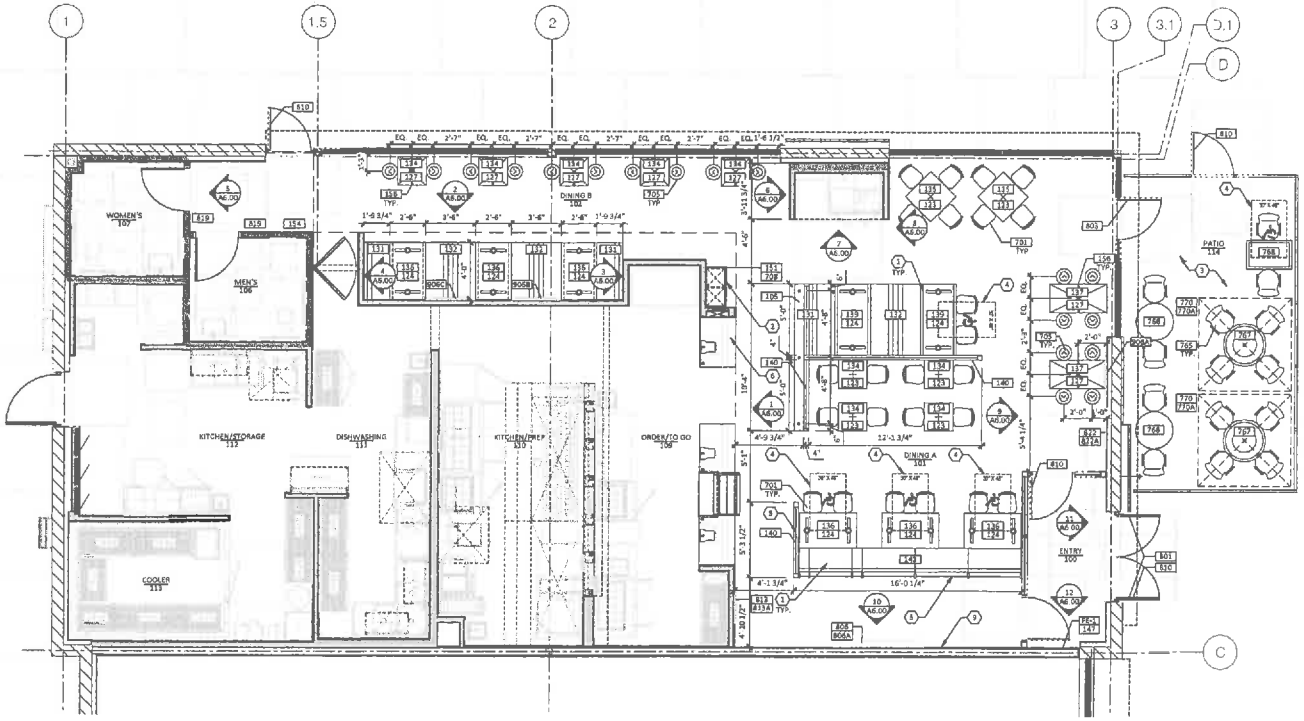
TYPICAL TABLE LEG ORIENTATION

TYPICAL BAR STOOL DIMENSIONS



KEY NOTES

1. BOOTH AND BANQUETTE SEATING TO BE BUILT WITH STORAGE
2. BOOSTER SEAT SHELF, BY MILLWORK SUPPLIER, 48" AFF, GC TO INSTALL
3. G.C. TO PROVIDE AND INSTALL VINYL COATED AIRCRAFT CABLE, MIN. 50 FT. LENGTH, TO LOCK PATIO TABLES AND CHAIRS, TYP.
4. 2'-8" MIN CLEAR TYP. AT ACCESSIBLE SEATING.
5. G.C. TO COORDINATE SUPPORT CONNECTIONS AT SLAB WITH MILLWORK SHOP DRAWINGS PRIOR TO STARTING CONSTRUCTION
6. MODIFIED PLUS STATION PROVIDED BY MILLWORK. REFER TO MILLWORK SHOP DRAWINGS GC TO PROVIDE BLOCKING
7. NOT USED
8. WALL CLEAT SUPPORT. GC TO COORDINATE WITH MILLWORK FOR INSTALLATION.
9. G.C. TO VERIFY THERE ARE NO UTILIZED FIRE ALARM PULLS, SECURITY KEYPADS, STROBES, ETC. ON THE WALL TO INTERFERE WITH THE WALL HUNG MENU BOARD.



1 A1.31 FURNITURE PLAN
1/4" = 1'-0"

ChipmanDesign Architecture Inc.

NOODLES & COMPANY (#241)
729 W. JOHNSON STREET
FOND DU LAC, WI 54935
FOR
NOODLES & CO.
520 ZANG ST. STE D, BROOMFIELD, CO 80021

PROJECT NUMBER: 15-3011

ISSUANCE/REVISIONS:
- ISSUED FOR PERMIT 06.29.2016
- ISSUED FOR BID 08.26.2016
- REVISION TO BID 09.12.2016
- ISSUED FOR CONSTRUCTION 10.07.2016

FURNITURE PLAN & NOTES

SHEET: A1.31

AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name *(please print)* *(last name)*	*(first name)*	*(middle name)*
Strasen	Paul	A

Home Address *(street/route)*	Post Office	City	State	Zip Code
6 White Alder		Littleton	CO	80127

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.

☒ Officer/Director of The Noodle Shop, Co.- Colorado, Inc.
(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:

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

Employer's Name	Employer's Address	Employed From	To
Noodles & Company	520 Zang St, Broomfield, CO 80021	01/2008	Present
Employer's Name	Employer's Address	Employed From	To
Houlihans	8700 State Line Rd, Leawood KS	01/2001	2007

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

S

this 3RD day of NOVEMBER, 2016

(Clerk/Notary Public)

(Signature of Named Individual)

My commission expires SEPT 29, 2020

RACHEL S. VON RIVENBURGH
Notary Public
State of Colorado
Notary ID # 20084032685
My Commission Expires 09-29-2020

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AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name *(please print)* *(last name)*	*(first name)*	*(middle name)*
Boennighausen	David	James

Home Address *(street/route)*	Post Office	City	State	Zip Code
2593 Sunshine Canyon		Boulder	CO	80302

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.

☒ Officer/Director of The Noodle Shop, Co.- Colorado, Inc.
(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:

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

Employer's Name	Employer's Address	Employed From	To
Noodles & Company	520 Zang St, Broomfield, CO 80021	06/2004	Present
Employer's Name	Employer's Address	Employed From	To
May Dept Stores		06/00	08/01

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

Subscribed and sworn to before me

this 24TH day of AUGUST, 20 16

Rachel S. von R
(Clerk/Notary Public)

My commission expires SEPT 29 2016

(Signature of Named Individual)

RACHEL S. VON RIVENBURGH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20084032685
MY COMMISSION EXPIRES SEPTEMBER 29, 2016

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Business Plan - Narrative

Noodles & Company is a fast-casual family-friendly restaurant concept that offers healthy American, Asian and Mediterranean-style noodle dishes, soups and salads at reasonable prices for dine-in or carry-out. In addition to serving food, the business plan includes the offering for sale beer and wine for our adult customers. Noodles & Company has over 400 company owned locations throughout the United States and more than 40 locations operating in Wisconsin. Each location employs approximately thirty team members and is generally open from 10:30am to 10:00pm Sunday through Saturday.

Noodles and Company plans to open a new location in Fond Du Lac, IL in February 2017 at 729 West Johnson Street and respectfully requests a review of its application for a license to serve beer and wine on the premises.

ALCOHOL LICENSE COMMITTEE MEETING MINUTES
CITY OF FOND DU LAC, WISCONSIN
160 S Macy Street, Meeting Room D
January 23, 2017 @ 4:00 PM

ROLL CALL

Attendance

Present
Shawn Anhalt
Peter Doll
Jacob Lehman
Brian Kolstad
Mark Otterstatter
Travis Vandynhoven

Absent
Kerry Ann Strupp

Administrative Staff
Deb Hoffmann, City Attorney
Steve Klein, Asst. Police Chief of Operations

Declaration Quorum Present
Maggie Hefter declared a quorum present.

******************************OTHER BUSINESS******************************

ACTIONS

Class "B" Fermented Malt & "Class C" Wine License

Limited Liability: The Noodle Shop, Co.
Agent: Derek Runge
Address: 618 McKinley St, Neenah, WI 54956
d/b/a: Noodles & Company
Location of Premises: 729 W Johnson St

A Motion was made by Jacob Lehman to approve Class "B" Fermented Malt & "Class C" Wine License for d/b/a Noodles & Company, 729 West Johnson Street and seconded by Shawn Anhalt, and the motion was **Passed.**
Ayes: Anhalt, Doll, Kolstad, Lehman, Otterstatter, VanDynHoven
Absent: Strupp

Class "B" Fermented Malt & "Class B" Intoxicating Liquor License

Limited Liability Co: 65 N Main Pub, LLC
Agent Name: Bryan Perl
Agent Address: 463 Cedar St, Fond du Lac, WI
d/b/a: 65 N Main St

Location of Premises: 65 N Main St
A Motion was made by Brian Kolstad to approve Class "B" Fermented Malt & "Class B" Intoxicating Liquor License for d/b/a Two Bucks Grill & Ale House, 65 North Main Street and seconded by Shawn Anhalt, and the motion was **Passed.**
Ayes: Anhalt, Doll, Kolstad, Lehman, Otterstatter, VanDynHoven
Absent: Strupp

******************************OTHER BUSINESS******************************

CITY COUNCIL MEETING AGENDA
CITY OF FOND DU LAC, WISCONSIN

Title: "Class B" Intoxicating Liquor and Class "B" Fermented Malt License

Subject: Entity: 65 N Main Pub, LLC
Agent Name: Bryan Perl
Agent Address: 463 Cedar St., Fond du Lac, WI
d/b/a: Two Bucks Grill & Ale House
Location of Premise: 65 N Main Street
Introduction: City Clerk

Initiator:

Recommendation: Alcohol License Committee Recommendation: **Approve**

ATTACHMENTS:

File Name

Memo_on_staff_recommendation_65_Main_Street._1.18.17.pdf

BRYAN_PERL.pdf

Excerpt_-_City_Council_12-14-16.pdf

Excerpt_-_01-23-17_ALC_Minutes.pdf

City Attorney/Department
of Human Resources
City of Fond du Lac

Memo

To: City Council, City Manager

From: Deb Hoffmann, City Attorney

Date: January 18, 2017

Re: Proposed Class B Combination License for 65 Main Pub LLC, 65 N. Main Street

---

On January 14, 2017, City staff, including police, fire and building inspection, met with applicant Bryan Perl and his attorney, Bill Everson. Perl explained his plans in more detail. We had further discussions and went over, extensively, the City's expectations with Mr. Perl. Staff no longer has any objections to his request for a license.

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning December 15 20 16;
ending June 30 20 17

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of } Fond du lac

County of Fond du lac Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's WI Seller's Permit No.:	FEIN Number:

LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 55
TOTAL FEE	$ 405

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): ▶ 65 N Main Pub LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	Bryan Perl	463 Cedar st	Fdl WI 54935
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent ▶	Bryan Perl	463 Cedar St	Fdl WI 54935
Directors/Managers			

3. Trade Name ▶ 65 N Main St Business Phone Number 920-286-1979
4. Address of Premises ▶ 65 N Main street Post Office & Zip Code ▶ Fdl 54935
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 11-1-16 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.) Coolers, backroom, storage room
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 file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 4 day of November, 20 16

Aleis McC
(Clerk/Notary Public)

My commission expires 3-23-19

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 11-4-16	Date reported to council/board 12-14-16	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued 117-9980	

#5 will take or renew responsible Bev Server Course

#8 I have Multiple LLC's

I have 3 other Liq License in Wisconsin

AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name *(please print)*	*(last name)*	*(first name)*	*(middle name)*
	Perl	Perl	Jerome

Home Address *(street/route)*	Post Office	City	State	Zip Code
463 Cedar St		FdL	WI	54935

Home Phone [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.

☒ Bryan Perl *(Officer/Director/Member/Manager/Agent)* of 65 n Main Pub LLC *(Name of Corporation, Limited Liability Company or Nonprofit Organization)*

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 37 years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ..... ☒ Yes ☐ No
   If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. *(If more room is needed, continue on reverse side of this form.)*
   wholesaling without Lic. 10-16-09
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ..... ☐ Yes ☒ No
   If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ..... ☒ Yes ☐ No
   If yes, identify. Perls in Beaver Dam WI, Perls at Road america town of Plymouth Beer Lic. *(Name, Location and Type of License/Permit)*
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ..... ☐ Yes ☒ No
   If yes, identify.
   (Name of Wholesale Licensee or Permittee) *(Address By City and County)*
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Sargento Foods	Plymouth WI	1999	2001
Employer's Name	Employer's Address	Employed From	To

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

Subscribed and sworn to before me

this 4 day of November, 20 16

(Clerk/Notary Public)

My commission expires

(Signature of Named Individual)

Printed on Recycled Paper

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 FOND DU LAC County of FOND DU LAC

The undersigned duly authorized officer(s)/members/managers of 65 N Main Pub LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as
TBD at Later date
(trade name)

located at 65 n Main st Fond du lac WI 54935

appoints Bryan Perl
(name of appointed agent)
463 Cedar street Fond du lac WI 54935
(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).
Perks in City of Beaver Dam, Perks in the town of Plymouth

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? 37 years

Place of residence last year Wisconsin

For: 65 N Main Pub LLC
(name of corporation/organization/limited liability company)

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

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

ACCEPTANCE BY AGENT

I, Bryan Perl (print/type agent's name), hereby accept this appointment as agent for the corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

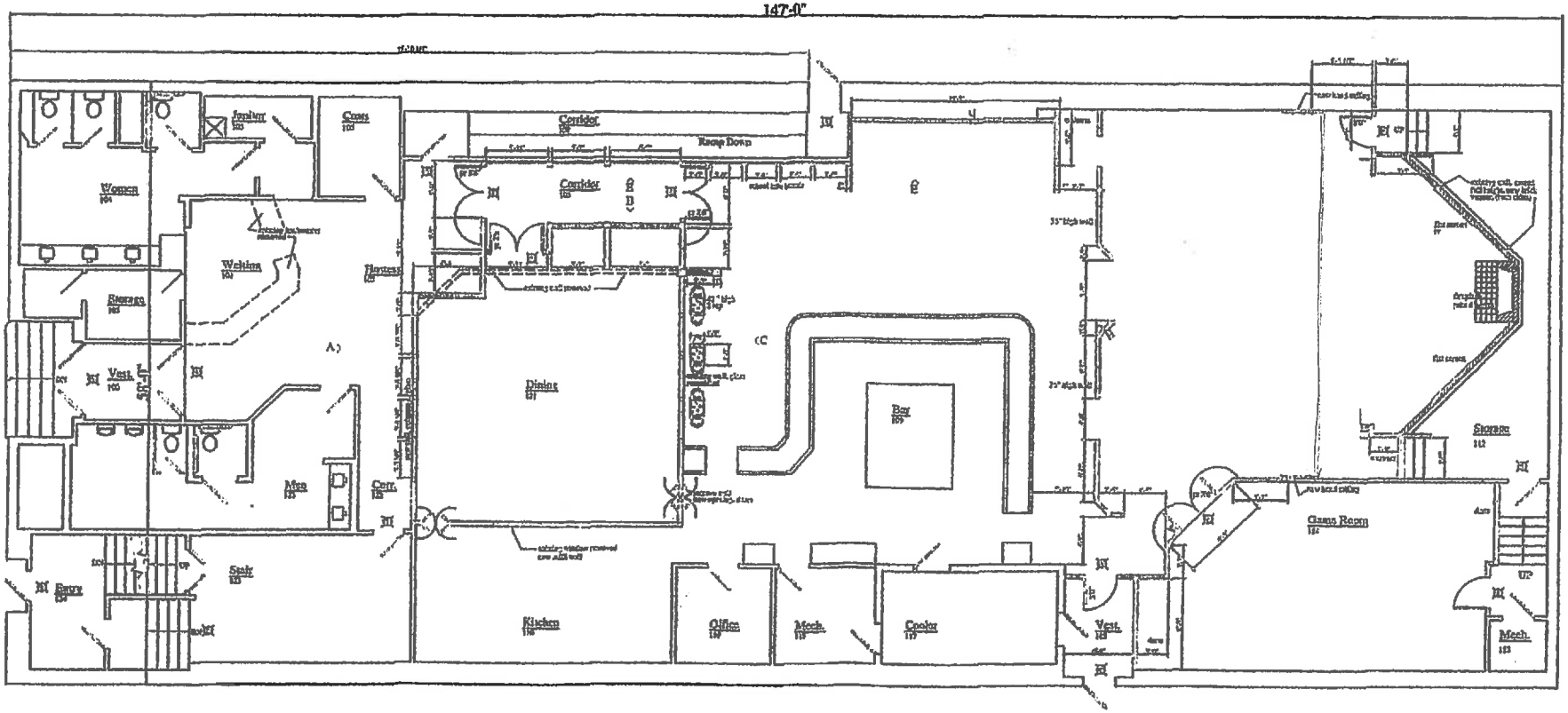
[signature] (signature of agent) _____ (date) Agent's age [redacted]

_____ (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 _____ (date) by _____ (signature of proper local official) Title _____ (town chair, village president, police chief)



Field Verify Layout & Coordinate All Dimensions w/Owner Prior to Any & All Construction.

Proposed
Floor Plan
Scale: 1/4"=1'-0"

North

0 4 8 16 32 Feet

PRELIMINARY

PRELIMINARY

03.19.2008

TOM W. MEIKLEJOHN, III AIA
ARCHITECT
113 South Main Street
Fond du Lac, WI 54935
P (920) 922-3103
F (920) 922-3211

Remodeling for
JR's Sports Bar & Grille
68 N. Main St.
Fond du Lac, WI 54935

2008.05

1 of

Fond du Lac City Police Department

Memo

To: City Manager Moore

From: Chief Lamb

Date: 11-22-16

Re: Proposed Class B Combination License for 65 N Main Pub LLC. 65 N. Main Street

On November 22, 2016, Assistant Chief Klein, Building Inspector Doug Hoerth representing Community Development, and Amy Hansen from the DFP met with the listed applicant Bryan Perl who is seeking the requested license to open a bar at 65 N. Main Street which is the former sight of JR's Sports Bar and Grill.

Mr. Perl currently owns and operates two other licensed establishments in Wisconsin, Saturday's Bar in Beaver Dam and Perl's at Road America which is a seasonal operation. Mr. Perl stated that he was looking for an opportunity to expand his business to the Fond du Lac area. Mr. Perl has purchased the building at 65 N Main Street and has already been working on sanding the hardwood floors and updating the painting throughout the building.

Mr. Perl stated that he plans to move slowly with the proposed business, starting out with a smaller menu of sandwiches and pizza. He talked about possibly bringing in live bands and providing a dance floor for entertainment. He also talked about the possibility of creating an Ale House theme with a large variety of tap beers. Mr. Perl stated that initially he plans on being open Wednesday thru Sunday from 2p.m. to closing time. The lack of a specific plan for this establishment does create concern on how their potential operations will impact the City and police resources.

Mr. Perl was asked how he would characterize his working relationship with the Beaver Dam Police Department and he stated that it was a good working relationship. He stated that he did receive some demerit points last year for a person who was underage that came into his bar allegedly with a fake ID. He stated he worked with Police and the City Attorney's office in Beaver Dam and did get his demerit points back. He stated that his license has never been suspended or not renewed.

In talking with Deputy Chief Dan Schubert of the Beaver Dam Police Department, he stated that their Department has had a rocky relationship with Perl's operations in their city. He characterized Mr. Perl as an absentee owner and that Mr. Perl opened his Beaver Dam operation as a dance and night club where they brought in outside entertainment acts. Deputy Chief Schubert was able to provide me with a list of the demerit points on their record.

Mr. Perl will serve as the licensed agent for this location and has 17 years of experience in owning or managing licensed establishments including the former Fire House Bar in Fond du Lac which was located at 72 S Main St. at the time. Mr. Perl did apply for an alcohol license in February 2011 in which a number of concerns were raised at the time (see memo dated 02-14-2011) which would still apply today. Assistant Chief Klein discussed with the applicant the City's expectations of being a license holder and the importance of being a "good neighbor."

Background checks were performed on Mr. Perl, both in-house and NCIC/CIB, while there is nothing in his background that would preclude him from obtaining the requested license, staff would recommend denial based upon the concerns noted.

65 N MAIN PUB LLC
65 N Main Street, Fond du lac
Wisconsin
54935

November 1, 2016

Executive Summary

The Goals and Objectives

Our goal is to provide Downtown Fond du lac with a venue that provides unique food and beverage options.

The Product

Our company shall provide a unique food and beverage menu; giving our customers options with anything from wings to specialty sandwiches or coffee to alcoholic beverages.

Marketing Plan

The Target Market
We as a company strive to provide an appealing environment for our customers to enjoy in Downtown Fond du lac.

Pricing
Our pricing will remain affordable for everything we serve.

Advertising
Our goal is to provide affordable prices with an appealing environment.

Operation

Hours of Operation

Our hours of operation are planned to be Wednesday-Saturday 2pm-2am.

Staffing
We as a company plan to hire top notch staff; to provide our customers with the best service possible making is a welcoming environment.

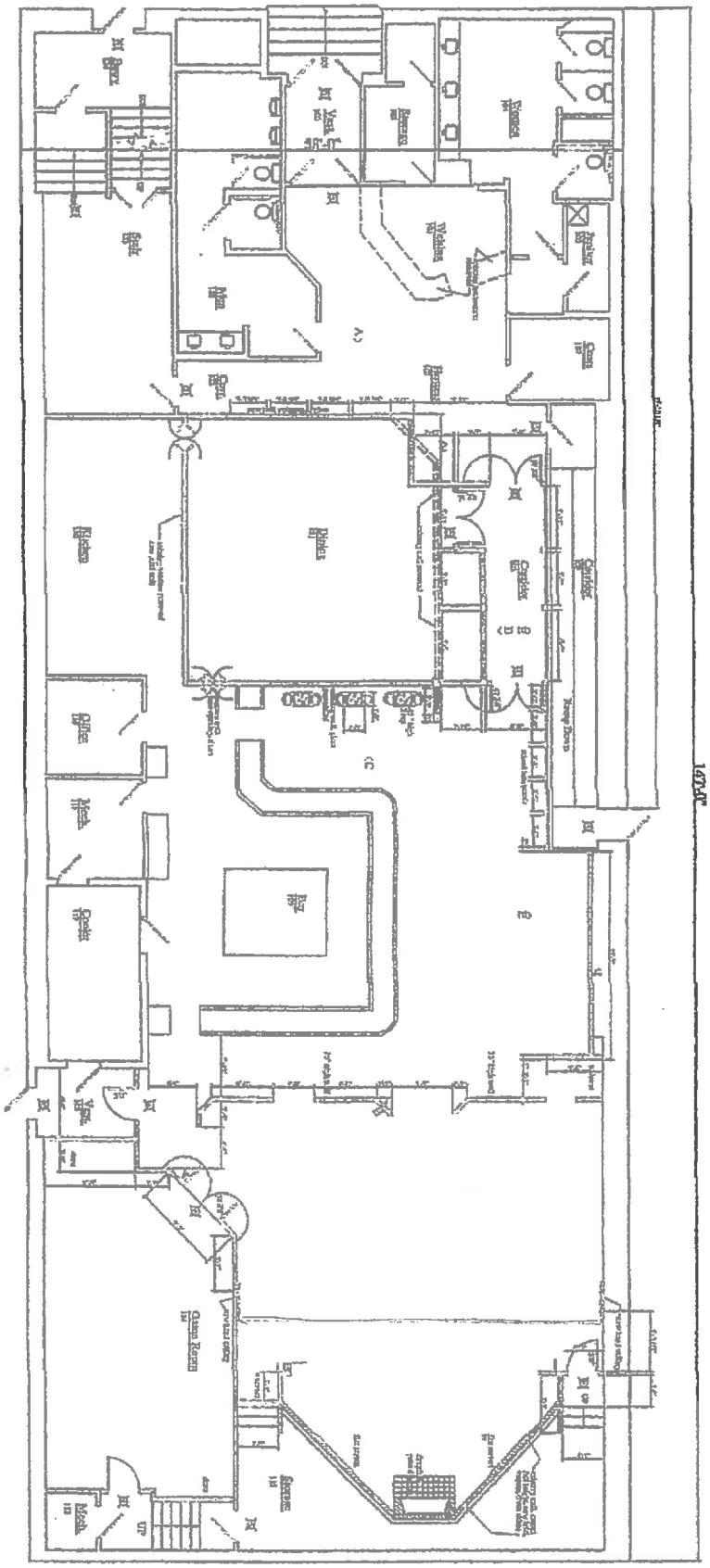
The Company

Business Sector
The owners would like to start a business in the food and accommodation services sector.

Company Goals and Objectives
Our goal is to provide Downtown Fond du lac with a venue that provides unique food and beverage options.

The Ownership
The company will be structured as a limited liability company (LLC).

Ownership Background
As an owner of several other successful restaurants/businesses, I plan to bring my skills and talented staff to Downtown Fond du lac.


167'-0"
Ocean Room
Stage
Dance Floor
Bar
Kitchen
Office
Men
Women
Hall
Entry
Lounge
Dining
Bar
Kitchen

ALCOHOL LICENSE COMMITTEE
MEETING MINUTES
CITY OF FOND DU LAC, WISCONSIN
Meeting Room D
160 S Macy Street

November 28, 2016
4:00 PM

ROLL CALL

Attendance

Present
Shawn Anhalt
Peter Doll
Brian Kolstad
Mark Otterstatter

Absent
Jacob Lehman
Kerry Strupp
Travis VanDynHoven

Administrative Staff
Deb Hoffman, City Attorney
Dyann Benson, Director of Community Development
Steve Klein, Police Chief of Operations
Doug Hoerth, Inspections

Declaration Quorum Present

Chairperson Shawn Anhalt declared a quorum present.

CONSENT AGENDA

May 23, 2016 Minutes

A Motion was made by Brian Kolstad to approve the May 23rd, 2016 Minutes and seconded by Mark Otterstatter, and the motion was **Passed.**

Ayes: Anhalt, Doll, Kolstad, Otterstatter

Absent: Lehman, Strupp, VanDynHoven

INPUT

Audience Comments

Presiding officer shall limit comments to items noticed only on

the agenda.

Attorney Bill Everson and Bryan Perl spoke in support of the request for a "Class B" Intoxicating Liquor and "Class B" Fermented Malt License at 65 S Main Street.

ACTIONS

"Class B" Intoxicating Liquor and Class "B" Fermented Malt License

Limited Liability Co: 65 N Main Pub, LLC
Agent Name: Bryan Perl
Agent Address: 463 Cedar St, Fond du Lac, WI 54935
d/b/a: 65 N Main St
Location of Premises: 65 N Main St

A Motion was made by Shawn Anhalt to deny application for "Class B" Intoxicating Liquor and "Class B" Fermented Malt License and seconded by Peter Doll, and the motion was **Passed.**

Ayes: Anhalt, Doll, Kolstad, Otterstatter

Absent: Lehman, Strupp, VanDynHoven

ADJOURN

A Motion was made by Peter Doll to adjourn at 4:53 PM and seconded by Shawn Anhalt, and the motion was **Passed.**

Ayes: Anhalt, Doll, Kolstad, Otterstatter

Absent: Lehman, Strupp, VanDynHoven

65 N Main Pub, LLC

DBA: Two Bucks Grill & Ale House

65 North Main Street

Fond du Lac, WI

Executive Summary

1. 65 N Main Pub, LLC dba Two Bucks Grill & Ale House

Two Bucks Grill & Ale House considers itself first a restaurant and then an ale house. We estimate that seventy percent (70%) of our business will be made from food sales and thirty percent (30%) will be made up of drink sales.

The property is located at 65 North Main Street, Fond du Lac, Wisconsin, formerly JR's. Two Bucks Grill & Ale House will have the exact same footprint and layout of the former JR's. All the tables, chairs, televisions, kitchen, and equipment were purchased along with the building and will be used by Two Bucks Grill & Ale House.

Bryan Perl purchased this property after it had sat vacant for many years, it is his plan and passion to bring this property back to life and become a productive building in downtown Fond du Lac.

The property was purchased by Bryan Perl and titled under the name of MFBT, LLC, in which he is a single member. MFBT, LLC will lease the premises under a triple net lease to 65 N Main Pub, LLC dba Two Bucks Grill & Ale House which Bryan Perl also is a single member.

1.1 Objectives

Two Bucks Grill & Ale House's goal is to provide downtown Fond du Lac with unique dining experience with numerous beverage options.

1.2 Menu / Ale House

* Food: Two Bucks Grill & Ale House will open with a simplified menu, which has been attached to this Executive Summary.

* Drinks: Two Bucks Grill & Ale House will have twelve (12) ale's on tap each being from local or regional micro-brews. The ale selection will be based on the season and customer demands. There will also be dozens of unique bottled beers and wines to be selected from.

1.3 Keys to Success

The keys to success are to start simple and grow:

- In the beginning, start with a simple menu and deliver on the quality of the product.
- Use smart growth business planning.
- Expand the menu options as customer demand requires.
- Expand days per week open as customer demand requires.
- Expand hours open per day as customer demand requires.

1.4 Pricing

The prices will be comparable with similar eating establishments in the community (Backyard, Fat Joe's, etc.). We will offer nightly specials and Happy Hours similar to other establishments in the community.

1.5 Hours of Operation

Hours will be Wednesday through Saturday 2:00 p.m. to 2 a.m. The hours of operation may expand depending on success of the restaurant. If the restaurant is successful, then lunch service may be added and additional days may be added per week.

1.6 Public Safety/Conduct Code

Public Safety is of the utmost importance in providing our patrons a great experience. We will have a host/security on the floor at all times. We have installed a new 12 camera system for video surveillance. Inappropriate behavior will not be tolerated at any time, with a strict dress code after 9 p.m. We will also work with law enforcement to maintain the peace and if there are any issues or concerns on behalf of law enforcement, we shall take appropriate actions immediately. Every bartender is required to take a responsible beverage serving course.

1.7 Music and Bands:

We plan on applying for a amplified music permit with the City of Fond du Lac. The intent is to have a jukebox and the ability to have live band performances.

1.8 Dress Code:

For dinner services, normal everyday attire will be allowed.

After 9:00 p.m. no hats, hoodies, jerseys (except on game days) the attire is expected to be similar to the attire a person would wear to a wedding or other semi-formal gathering. The dress code shall be strictly enforced by the host/security.

1.9 Prior Code Violations:

When the property was purchased there were code violations that will need to be or have already been addressed prior to opening. We are committed to working with the City of Fond du Lac to remedy these code violations prior to opening our doors.

1.10 Parking:

There is one City of Fond du Lac parking lot adjacent to the premises that will be utilized by the patrons. The property was previously used in a similar capacity and parking was satisfactory to the patrons and City leaders then and will be again in the future.

1.11 Permits:

Two Bucks Grill & Ale House have received the following permits:

- Certified Food Manager License
- Health Inspection
- Fire Protection/Certified by JF. Ahern Fire Protection

2. Company Ownership and Structure

2.1 Owner: 65 N Main Pub, LLC dba Two Bucks Grill & Ale House is a single member limited liability company organized under the laws of the State of Wisconsin. Bryan Perl is the single member of the limited liability company. A copy of the Articles of Incorporation and Operating Agreement are attached to this Executive Summary.

2.2 General Manager: This person will oversee the day to day operations and have meetings weekly with Bryan Perl. Bryan Perl shall act as general manager until such a time when one can be hired that is acceptable by him. At the time a new general manager is hired a transfer of agent will be filed with the City of Fond du Lac to make the general manager the agent. The General Manager will directly oversee the food preparation and bar staff. This person shall also be responsible for enforcement of the rules and policies of the organization.

2.3 Chef: The Chef shall oversee the food preparation and wait staff. The duties of the Chef shall include ordering and maintaining of the fully functional kitchen and wait staff. The Chef shall report directly to the General Manager.

2.4 Bar Manager: The Bar Manager shall oversee the bartenders. The Bar Manager's duties shall include ordering and maintaining the fully functional bar and staffing of it. The Bar Manager shall report directly to the General Manager.

2.5 Employees: We will have a staff of approximately nine (9) employees (not including the managers) in the beginning. If additional staff is required, we will always maintain the proper staffing levels at all times.

3. Marketing Strategy

The marketing strategy will be a combination of local media (radio and print) along with social media (Facebook, Twitter, etc.).

4. Financial Plan

Two Bucks Grill & Ale House is not dependent on conventional funding to start up or operate. This means that growth can be achieved quicker and easier than other organizations that are more dependent on debt service rather than customer service.

5. Prior History

Bryan Perl has been in food and drink industry for almost twenty-years having previously owned the Black Perl Restaurant & Hall of St. Peter and Fisherman's Cove and several other bars throughout the area. He is excited at the opportunity to bring his passion to downtown Fond du Lac.

Mistakes have been made in the past which can be discussed at length, but in each instance Bryan Perl has not run away from the issues, he will openly and honestly discuss them. Any demerit points issued were remedied and no restaurant or bar that he has owned has ever had their liquor licenses revoked. Attached to this Executive Summary is an explanation to the concerns raised by the Fond du Lac City Police.

Two Bucks Grill & Ale House

65 North Main Street

Fond du Lac, WI

Menu

Appetizers

1. Brochette
2. Mozzarella Sticks
3. Cheese Nuggets
4. French Fries
5. Mini Corndogs
6. Garlic Bread
7. Cheese Bread
8. Mac & Cheese Bites

Wings (Boneless & Traditional)

1. Hot
2. Medium
3. Mild
4. Thai Chile
5. General Tso
6. BBQ
7. Honey BBQ
8. Still to Come
9. Still to Come
10. Still to Come

Sandwiches

1. Hamburger
2. Cheeseburger
3. Bacon Cheeseburger
4. Brochette Burger
5. Mac Attach Burger
6. Grilled Cheese
7. Chicken Sandwich
8. Cajun Chicken Sandwich

9. Chicken Cordon Blue Sandwich
10. Brochette Chicken Sandwich (open face)
11. Tenderloin Steak Sandwich
12. Ham Sandwich
13. BLT
14. Mushroom Swiss Burger
15. Fish Sandwich
16. Still to Come

Kids

1. Corn Dog & French Fries
2. Pizza
3. Grilled Cheese
4. Boneless Chicken Bites & French Fries

French Bread Pizza

1. Pepperoni
2. Sausage
3. Pepperoni & Sausage
4. Deluxe
5. Chicken & Bacon

Fish Fry

1. Perch
2. Haddock
3. French Fries
4. Slaw & Bread
5. Potato Salad

Fish Fry Combos

1. Perch, French Fries, Slaw & Bread
2. Haddock, French Fries, Slaw & Bread
3. Poor man's, French Fries, Slaw & Bread
4. Perch, Haddock, Poor man's, French Fries, Slaw & Bread

Soup & Salad

1. Sample Soup (5 soups daily)
2. Side Salad
3. Grilled Chicken Salad

Sec. 183.0202
Wis. Stats.

State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**

65 N Main Pub LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent:**

BRYAN PERL

Article 4. **Street address of the initial registered office:**

463 CEDAR STREET
FOND DU LAC, WI 54935
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A manager or managers

Article 6. **Name and complete address of each organizer:**

BRYAN PERL
463 CEDAR STREET
FOND DU LAC, WI 54935
United States of America

Other Information. **This document was drafted by:**

BRYAN PERL

Organizer Signature:

BRYAN PERL

Date & Time of Receipt:
11/1/2016 9:42:09 AM

Order Number:
201611015036596

ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)

Filing Fee: $130.00
Total Fee: $130.00

ENDORSEMENT

State of Wisconsin
Department of Financial Institutions

EFFECTIVE DATE	
11/1/2016	

FILED 11/1/2016	Entity ID Number [redacted]

Form **SS-4**
(Rev. January 2010)
Department of the Treasury
Internal Revenue Service

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

▶ See separate instructions for each line. ▶ Keep a copy for your records.

OMB No. 1545-0003

EIN [redacted]

Type or print clearly.

1 Legal name of entity (or individual) for whom the EIN is being requested
65 N MAIN PUB LLC

2 Trade name of business (if different from name on line 1)

3 Executor, administrator, trustee, "care of" name

4a Mailing address (room, apt., suite no. and street, or P.O. box)
463 CEDAR STREET

5a Street address (if different) (Do not enter a P.O. box.)
65 N MAIN STREET

4b City, state, and ZIP code (if foreign, see instructions)
FOND DU LAC Wisconsin 54935

5b City, state, and ZIP code (if foreign, see instructions)
FOND DU LAC Wisconsin 54935

6 County and state where principal business is located

7a Name of responsible party
BRYAN PERL

7b SSN, ITIN, or EIN
[redacted]

8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? ☑ Yes ☐ No

8b If 8a is "Yes," enter the number of LLC members ▶ 1

8c If 8a is "Yes," was the LLC organized in the United States? ☑ Yes ☐ No

9a Type of entity (check only one box). Caution. If 8a is "Yes," see the instructions for the correct box to check.

- ☑ Sole proprietor (SSN) [redacted]
- ☐ Partnership
- ☐ Corporation (enter form number to be filed) ▶
- ☐ Personal service corporation
- ☐ Church or church-controlled organization
- ☐ Other nonprofit organization (specify) ▶
- ☐ Other (specify) ▶
- ☐ Estate (SSN of decedent)
- ☐ Plan administrator (TIN)
- ☐ Trust (TIN of grantor)
- ☐ National Guard ☐ State/local government
- ☐ Farmers' cooperative ☐ Federal government/military
- ☐ REMIC ☐ Indian tribal governments/enterprises

Group Exemption Number (GEN) if any ▶

9b If a corporation, name the state or foreign country (if applicable) where incorporated — State: — Foreign country:

10 Reason for applying (check only one box)

- ☑ Started new business (specify type) ▶ Food Service
- ☐ Hired employees (Check the box and see line 13.)
- ☐ Compliance with IRS withholding regulations
- ☐ Other (specify) ▶
- ☐ Banking purpose (specify purpose) ▶
- ☐ Changed type of organization (specify new type) ▶
- ☐ Purchased going business
- ☐ Created a trust (specify type) ▶
- ☐ Created a pension plan (specify type) ▶

11 Date business started or acquired (month, day, year). See instructions.
11/01/2016

12 Closing month of accounting year December

13 Highest number of employees expected in the next 12 months (enter -0- if none).
If no employees expected, skip line 14.

Agricultural	Household	Other
0	0	10

14 If you expect your employment tax liability to be $1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be $1,000 or less if you expect to pay $4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter. ☐

15 First date wages or annuities were paid (month, day, year). Note. If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶ 12/01/2016

16 Check one box that best describes the principal activity of your business.
☐ Construction ☐ Rental & leasing ☐ Transportation & warehousing ☐ Health care & social assistance ☐ Wholesale-agent/broker
☐ Real estate ☐ Manufacturing ☐ Finance & insurance ☐ Accommodation & food service ☐ Wholesale-other ☐ Retail
☐ Other (specify)

17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided.
FOOD, BEVERAGES, ALCOHOL

18 Has the applicant entity shown on line 1 ever applied for and received an EIN? ☐ Yes ☑ No
If "Yes," write previous EIN here ▶

Third Party Designee

Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.

Designee's name — Designee's telephone number (include area code) ( )

Address and ZIP code — Designee's fax number (include area code) ( )

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Name and title (type or print clearly) ▶ BRYAN PERL, Managing Member/Owner

Applicant's telephone number (include area code) (920) 286-1979

Signature ▶ Date ▶ 11/01/2016

Applicant's fax number (include area code) ( )

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 15055K Form **SS-4** (Rev. 1-2010)

OPERATING AGREEMENT
OF
65 N MAIN PUB, LLC
dba Two Bucks Grill & Ale House

THIS AGREEMENT (this "Agreement") between the undersigned Bryan Perl the sole member ("Member") of 65 N Main Pub, LLC dba Two Bucks Grill & Ale House a Wisconsin limited liability company (the "Company"), for the purposes set forth below, and Bryan Perl, (the "Organizer"), solely for the purpose of making the acknowledgment at the end of this Agreement, is effective as of November 1, 2016.

RECITALS

The Members has formed the Company by having the Organizer file with the Wisconsin Department of Financial Institutions Articles of Organization, a copy of which is attached to this Agreement and incorporated by this reference, as provided in the Wisconsin Limited Liability Company Law (the "WLLCL"); and

The Members affirms their membership in the Company, acknowledges the contributions and the values of the contributions made, and assents to the operation of the Company under the WLLCL.

NOW, THEREFORE, in consideration of the promises made in this Agreement, the Member agrees as follows:

Section 1. Members Contribution. The Members have contributed the property described on the Property Schedule attached to this Agreement, which contribution the Members have valued as set forth on the Property Schedule attached to this Agreement as required by section 183.0501 of the WLLCL. The Members have not agreed to make any additional contributions to the Company.

Section 2. Term. The Company shall continue indefinitely until the Company is dissolved pursuant to Section 3 hereof.

Section 3. Company Dissolution. The Company is to be dissolved and its business wound up as provided in the WLLCL.

Section 4. Member Management. The provisions of the WLLCL relating to a limited liability company the management of which has been vested in its members shall apply with full force and effect without amendment to the Company's operations and management, except as otherwise specifically provided in this Agreement.

Section 5. No Withdrawal; No Distribution in Redemption on Dissociation. No Member may voluntarily withdraw or resign from the Company, and the dissociation of a Member from the Company, within the meaning of section 183.0802 of the WLLCL, to the extent it does not cause a dissolution of the Company pursuant to section 183.0901 of the WLLCL, will not entitle the dissociating member to receive a distribution in complete redemption of the fair value of the Member's interest in the Company.

Dated: November 1, 2016.

Signature	**Address**
_____	463 Cedar St. Fond du Lac, WI 54935
Bryan Perl	

ACKNOWLEDGMENT

THE UNDERSIGNED acknowledges that Exhibit A contains a true and correct copy of the Articles of Organization filed by me with the Wisconsin Department of Financial Institutions to organize the Company.

_____

Bryan Perl, Organizer

Property Schedule

Member	Market Value
Bryan Perl	

COMMERCIAL LEASE

AGREEMENT, made this 1st day of December 1, 2016, by and between, MFBT, LLC by agent Bryan Perl, ("Landlord") and 65 N Main Pub, LLC dba Two Bucks Grill & Ale House by agent Bryan Perl ("Tenant").

EXPLANATION OF AGREEMENT

The Landlord desires to lease to the Tenant and the Tenant desires to lease from the Landlord part of the property generally known as 65 North Main Street, Fond du Lac, Wisconsin, on the terms and conditions set forth in this agreement. That is the purpose of this agreement.

AGREEMENT

NOW, THEREFORE, IT IS AGREED:

1. **LEASE**: The Landlord hereby leases to the Tenants and the Tenants hereby lease from the Landlord the property located at 65 North Main Street, Fond du Lac, Wisconsin. The property has been improved as a bar and restaurant building and parking lot, which are included in this lease as part of the property. Tenant has inspected same and, by the execution of this agreement, accepts the property in its present condition, subject to the improvements agreed upon herein.

2. **TERM**: The term of this lease shall be for a period of five years, beginning on the first day of December 1, 2016, and ending on November 30, 2021.

3. **RENT**: The rent for this lease shall be Three-Thousand Five Hundred Dollars $3,500.00 per month. Rent shall be paid in advance on the first day of each month during the term of the lease, with the first payment due on January 1, 2017.

4. **SECURITY DEPOSIT**: Security Deposit will be equal to one month's rent which will be due January 1, 2017, along with the first month's rent.

5. **UTILITIES**: Tenant shall pay all utilities including heat, electricity and water.

6. **RESPONSIBILITY OF PARTIES**: The parties to this agreement shall have the following responsibilities:

EXPLANATION		LANDLORD	TENANT
A.	Real Estate Taxes		X
B.	Heat		X
C.	Electricity		X
D.	Water		X
E.	Structural Repairs		X
F.	Major Plumbing Repairs		X
G.	Major HVAC Repairs		X
H.	Minor Interior Repairs		X
I.	Public Liability Insurance		X
J.	Insurance on Contents		X
K.	Recycling and Trash Removal		X
L.	Janitorial Services		X
M.	Snow Removal: Sidewalks or Walkways		X
N.	Salt and slip prevention		X
O.	Appliances/Equipment		X

7. **INSURANCE CERTIFICATE**: Any insurance required of the Tenant shall be evidenced by a certificate of insurance which shall be filed with the Landlord annually, commencing December 14, 2016. Landlord shall be named on the insurance policies as an additional insured. Landlord shall require not less than $1,000,000.00 worth of insurance.

8. **WAIVER OF SUBROGATION**: Provided the insurance required to be maintained by the Landlord and Tenant is in full force and effect and remains so, each of the parties hereto releases and discharges the other from all claims or demands whatsoever which either party may have in the future arising out of damage to or destruction to the property occasioned by fire or extended coverage risks, whether such claim or demand may arise because of the negligence of the party, its agents or employees or otherwise, and the other party agrees to look to the insurance coverage only in the event of such loss.

9. **USE**: The Tenants agree to use the property as bar and restaurant. Landlord shall transfer current liquor licensing or assist in the gaining of liquor license for the Tenant. Tenant also agrees to refrain from any and all illegal activity in the possession of the Tenant.

10. **ASSIGNMENT OR SUBLEASE**: The Tenants may not assign or sublease their interest in this lease without the written permission of the Landlord which shall not be unreasonably withheld.

11. **TRADE FIXTURES**: Landlord and Tenants agree that all improvements made subsequent to the execution of this lease in the leased premises shall become the property of the Landlord and may not be removed by the Tenants at the end of the term of the lease or from time to time during the lease.

12. **SURRENDER**: Upon the expiration or earlier termination of this lease, the Tenants shall surrender the property to the Landlord in good order and condition, except for ordinary wear and tear. Tenants shall remove from the property on or prior to such expiration or earlier termination all of its property situated thereon and shall repair any damage caused by such removal. Property not removed shall become the property of the Landlord.

13. **AMENDMENT**: This lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing, signed by the party against whom enforcement thereof is sought.

14. **BINDING EFFECT**: This lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

15. **COUNTERPARTS**: This lease will be simultaneously executed in counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

16. **PROPERTY DAMAGE AND DESTRUCTION**: If the Premises or any part thereof are damaged or destroyed by any casualty or any other cause of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, insured or uninsured, Tenant shall give Landlord immediate notice thereof, and Tenant shall promptly repair, restore or rehabilitate the Premises at Tenant's own expense, to an extent that, upon the completion of such repairs, restoration or rehabilitation, the value and rental value of the Building and other Improvements shall be substantially equal to the value and rental value of the Building and other Improvements immediately prior to the happening of such casualty.

17. **COURT COSTS AND ATTORNEYS FEES**: In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorneys' fees and court costs.

18. **TIME IS OF THE ESSENCE**: Time is of the essence with respect to every provision of this Lease.

19. **ENTIRE AGREEMENT**: This document and any Attachments constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing and signed by Landlord and Tenant.

20. **GOVERNING LAW**: This lease shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year stated above.

_____ Date:_____

MFBT, LLC
LANDLORD

_____ Date: _____

65 N Main Pub, LLC dba Two Bucks Grill & Ale House
TENANT

Sec. 183.0202
Wis. Stats.

State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**

MFBT LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent:**

BRYAN PERL

Article 4. **Street address of the initial registered office:**

463 CEDAR STREET
FOND DU LAC, WI 54935
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A manager or managers

Article 6. **Name and complete address of each organizer:**

BRYAN PERL
463 CEDAR STREET
FOND DU LAC, WI 54935
United States of America

Other Information. **This document was drafted by:**

BRYAN PERL

Organizer Signature:

BRYAN PERL

Date & Time of Receipt:
10/18/2016 4:07:13 PM

Order Number:
201610185016157

ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)

Filing Fee: $130.00
Total Fee: $130.00

ENDORSEMENT

State of Wisconsin
Department of Financial Institutions

EFFECTIVE DATE	
10/18/2016	

FILED 10/18/2016	Entity ID Number [redacted]

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-01-2016

Employer Identification Number:
[redacted]

Form: SS-4

Number of this notice: CP 575 G

MFBT LLC
BRYAN PERL SOLE MBR
463 CEDAR ST
FOND DU LAC, WI 54935

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-4295632. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is MFBT. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

OPERATING AGREEMENT
OF
MFBT, LLC

THIS AGREEMENT (this "Agreement") between the undersigned Bryan Perl the sole member ("Member") of MFBT, LLC a Wisconsin limited liability company (the "Company"), for the purposes set forth below, and Bryan Perl, (the "Organizer"), solely for the purpose of making the acknowledgment at the end of this Agreement, is effective as of November 1, 2016.

RECITALS

The Members has formed the Company by having the Organizer file with the Wisconsin Department of Financial Institutions Articles of Organization, a copy of which is attached to this Agreement and incorporated by this reference, as provided in the Wisconsin Limited Liability Company Law (the "WLLCL"); and

The Members affirms their membership in the Company, acknowledges the contributions and the values of the contributions made, and assents to the operation of the Company under the WLLCL.

NOW, THEREFORE, in consideration of the promises made in this Agreement, the Member agrees as follows:

Section 1. Members Contribution. The Members have contributed the property described on the Property Schedule attached to this Agreement, which contribution the Members have valued as set forth on the Property Schedule attached to this Agreement as required by section 183.0501 of the WLLCL. The Members have not agreed to make any additional contributions to the Company.

Section 2. Term. The Company shall continue indefinitely until the Company is dissolved pursuant to Section 3 hereof.

Section 3. Company Dissolution. The Company is to be dissolved and its business wound up as provided in the WLLCL.

Section 4. Member Management. The provisions of the WLLCL relating to a limited liability company the management of which has been vested in its members shall apply with full force and effect without amendment to the Company's operations and management, except as otherwise specifically provided in this Agreement.

Section 5. No Withdrawal; No Distribution in Redemption on Dissociation. No Member may voluntarily withdraw or resign from the Company, and the dissociation of a Member from the Company, within the meaning of section 183.0802 of the WLLCL, to the extent it does not cause a dissolution of the Company pursuant to section 183.0901 of the WLLCL, will not entitle the dissociating member to receive a distribution in complete redemption of the fair value of the Member's interest in the Company.

Dated: November 1, 2016.

Signature	**Address**
_____	463 Cedar St. Fond du Lac, WI 54935
Bryan Perl	

ACKNOWLEDGMENT

THE UNDERSIGNED acknowledges that Exhibit A contains a true and correct copy of the Articles of Organization filed by me with the Wisconsin Department of Financial Institutions to organize the Company.

_____

Bryan Perl, Organizer

Property Schedule

Member	Market Value
Bryan Perl	

DOC # 1076261
Recorded November 02, 2016 at 09:14 AM
SHAWN KELLY, REGISTER OF DEEDS
FOND DU LAC COUNTY, WI
Fee Amount: $30.00
Transfer Fee: $300.00

Returned to: Guaranty Title Services, Inc.
This document has been electronically recorded.

Document Number	State Bar of Wisconsin Form 2-2003 **WARRANTY DEED** Document Name

THIS DEED, made between National Exchange Bank and Trust, ("Grantor," whether one or more), and MFBT LLC, a Wisconsin limited liability company, ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys and warrants to Grantee, the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Fond du Lac County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Property described on Exhibit A, attached hereto

Exceptions to warranties: All easements and restrictions of record

Recording Area

Name and Return Address 2-159618
MFBT LLC
463 Cedar St.
Fond du Lac, WI 54935

FDL-15-17-10-44-820-00
Parcel Identification Number (PIN)

This Is Not homestead property.

Dated: October 31, 2016

National Exchange Bank and Trust

_____ (SEAL)
*

_____ (SEAL)
*

* By Jeff Hayes, VP (SEAL)

_____ (SEAL)
*

AUTHENTICATION

Signature(s)

authenticated on _____.

*_____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Sara B. Andrew
Andrew Law Offices, S.C.

ACKNOWLEDGMENT

STATE OF WI)
) ss.
Fond du Lac COUNTY)

Personally came before me on October 31, 2016 the above-named Jeff Hayes

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

*_____
Notary Public, State of WI

My commission (is permanent) (expires:) 4-5-17

RYAN M. BASLER NOTARY PUBLIC STATE OF WISCONSIN

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

©2003 STATE BAR OF WISCONSIN

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EXHIBIT "A"

Lot Twenty-Three (23) and Lot Two (2) of Block Three (3) of Van Renselaer's Addition to the City of Fond du Lac, Fond du Lac County, Wisconsin, excepting a strip of land Eight (8) inches wide off the North side thereof, and except a strip of land Eight (8) inches wide off the South side thereof, and except also that part of said Lot Two (2) described as follows:

Commencing at the Northeast corner of said Lot Two (2), thence West along the North line of said Lot 2, about 90 feet more or less to within 12 inches of the East wall of the Coliseum building, thence South within the same distance of said wall 60 feet to the South line of said Lot 2, thence East along the South line of said Lot 2 to Portland Street, thence North 60 feet to the place of beginning.

FOND DU LAC					
Establishment	**Location**	**Violation**	**Defense**	**Offense Date**	**Points**
Firehouse	72 S. Main St.	Closing Time issues with patrons being served right up to closing	Patrons may have been on the premises until 2:29 a.m. Patrons do not have to be out till 2:30 a.m.		0
Firehouse	72 S. Main St.	Problems in rear alley from patrons smoking, urinating, vomiting and littering	Not certain those were necessarily patrons of Mr. Perl's establishment; back door was for deliveries and emergency exit only. Not sure who was in back alley - multiple businesses in the area.		0
Firehouse	72 S. Main St.	Complaints from neighbors about noise including a trash fire at the rear entrance that was called in to public safety.	Not certain those were necessarily patrons of Mr. Perl's establishment; back door was for deliveries and emergency exit only. Not sure who was in back alley - multiple businesses in the area. Smoke was noticed in the back alley and firemen who were in the establishment at the time went out and stomped the fire out and returned back to the establishment.		0
Firehouse	72 S. Main St.	Police having to increase patrols in area.	Not sure why patrol was increased as no violations were given. Possibly, due to flow of traffic, yet nothing happened to warrant increased patrols.		0
Firehouse	72 S. Main St.	Illegal sign installed on outside of building in violation of code	Alcohol sign was hung outside the premises indicating bar specials – Was informed it not meet Code and it was removed immediately		0
Firehouse	72 S. Main St.	Mislead City Staff on Halloween Dance in which a tent was erected over Main Street	Mr. Perl only sponsored the event and did not have anything to do with the event. Event was run and organized by two other individuals and Mr. Perl was asked to sponsor and gave money for advertising.		0
Firehouse	72 S. Main St.	No water available to a urinal for over a week and a half.	Flush valve broke and new parts were on order.		0

Firehouse	72 S. Main St.	Civil disagreements between Mr. Perl and the owner of the building at 72 S. Main Street when Mr. Perl ceased operations. This caused the police to have to intervene several times.	Owner of building wasn't keeping up with repairs on building and made a claim Mr. Perl stole $50,000 worth of equipment from him. With that claim he wrote a police report and was paid $50,000 from his insurance company. The insurance co. then came after Mr. Perl for payment; Mr. Perl had to get an attorney. The atty. showed Mr. Perl purchased equipment from building owner and had written contracts with him. The building owner then sued Mr. Perl for $140,000 for remainder of lease that was broke and $50,000 the building owner was going to give back to the insurance co. if he won. Next 3 months of legal litigation, building owner's attorney paid Mr. Perl's atty. $10,000 to drop counter suit and all charges were dropped against Mr. Perl.		0
Firehouse	72 S. Main St.	Mr. Perl appeared before the ALC on May 26, 2009. Several concerns were made to the ALC reference improper handling of alcohol at a winter festival on Lake Winnebago and renovations made at this tavern in the town of Taycheedah in violation of code. Fond du Lac Police at the time had concerns about the applicant's ability to work within the rules and codes that he must follow.	Helped run event called Winterfest along with Calumet Cty. Fire Dept. Who pulled a beer permit for the weekend to sell beer and have bands, Mr. Perl contacted distributors to have beer delivered, when beer was delivered, it was delivered with Mr. Perl's name and not the Fire Dept. Rec'd citation for wholesaling beer without wholesale license. Beer was not paid for by Mr. Perl, Mr. Perl simply ordered it for Fire Dept. who had legit license.		0

BEAVER DAM					
Establishment	**Location**	**Violation**	**Defense**	**Offense Date**	**Points**
Saturday's Bar (1)	208 Front St.	Underage	Individual was not drinking, was simply on the premises	2/28/2015	150
Saturday's Bar (1)	208 Front St.	Underage on premises - Dismissed by City Attorney		8/17/2016	150 (returned)
Saturday's Bar (2)	208 Front St.	Stayed open after 2 a.m. on a Wednesday	Mr. Perl was under the impression closing time was 2:30 a.m. Not a normal night of operation thought it was weekend hours. This bar is normally open only on Saturdays.	11/26/2015	80
Saturday's Bar (3)	208 Front St.	Underage on premises	Individual was not drinking, was simply on the premises	6/26/2016	150
Saturday's Bar (3)	208 Front St.	Underage on premises – Dismissed by City Attorney	Dismissed – 3 conflicting written statements	8/17/16	150 (returned)

Wisconsin Circuit Court Access (WCCA)

State vs Bryan J. Perl

Calumet County Case Number 1998CF000051

The defendant Bryan J. Perl was found guilty of the following charge(s) in this case.

- Resisting or Obstructing an Officer, a class A misdemeanor, Wisconsin Statutes 946.41(1).

Notice to employers: It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction only if the circumstances of the conviction substantially relate to the particular job. For more information, see Wisconsin Statute 111.335 and the Department of Workforce Development's Arrest and Conviction Records under the Law publication.

Wisconsin Circuit Court Access (WCCA)

State of Wisconsin vs. Bryan J. Perl

Fond du Lac County Case Number 2009CM000695

The defendant Bryan J. Perl was found guilty of the following charge(s) in this case.

- Alcohol-Fail/Obtain Appropriate License, an unclassified misdemeanor, Wisconsin Statutes 125.04(1).
- Retailer Receipt/Beer on Consignment. This is not a criminal offense and results only in a money penalty for this offense.

Notice to employers: It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction only if the circumstances of the conviction substantially relate to the particular job. For more information, see Wisconsin Statute 111.335 and the Department of Workforce Development's Arrest and Conviction Records under the Law publication.

Wisconsin Circuit Court Access (WCCA)

State of Wisconsin vs. Bryan J. Perl

Fond du Lac County Case Number 2009CM000695

What is RSS? RSS

Filing Date	Case Type	Case Status
10-16-2009	Criminal	Closed

Defendant Date of Birth	Address
[redacted]	[redacted]

Branch Id	DA Case Number
5	2009FL001592

Charge(s)

Count No.	Statute	Description	Severity	Disposition
1	125.04(1)	Alcohol-Fail/Obtain Appropriate License	Misd. U	Found Guilty at Jury Trial
2	125.33(7)(a)2	Retailer Receipt/Beer on Consignment	Forf. U	Found Guilty at Court Trial

Defendant Owes the Court: $ 0.00

Responsible Official	Prosecuting Agency	Prosecuting Attorney	Defense Attorney
Wirtz, Robert J.	District Attorney	Kaminsky, Daniel	

Defendant

Defendant Name	Date of Birth	Sex	Race[1]
Perl, Bryan J.	[redacted]	Male	Caucasian

Address	Address Updated On
[redacted]	10-19-2009

JUSTIS ID	Finger Print ID
	WI 777902

Charge(s)/Sentence(s)

The Defendant was charged with the following offense:

Count No.	Statute Cite	Description	Severity	Offense Date	Plea
1	125.04(1)	Alcohol-Fail/Obtain Appropriate License	Misd. U	02-21-2009	Not Guilty on 11-03-2009

On 12-29-2009 there was a finding of:

Action	Court Official
Found Guilty at Jury Trial	Wirtz, Robert J.

On 12-29-2009 the following was ordered:

Sentence	Time	Begin Date	Notes
Forfeiture / Fine			Defendant to serve 1 day of jail for every $50.00 of unpaid fine and court costs.

The Defendant was charged with the following offense:

Count No.	Statute Cite	Description	Severity	Offense Date	Plea
2	125.33(7)(a)2	Retailer Receipt/Beer on Consignment	Forf. U	02-20-2009	Not Guilty on 11-03-2009

On 12-29-2009 there was a finding of:

Action	Court Official
Found Guilty at Court Trial	Wirtz, Robert J.

On 12-29-2009 the following was ordered:

Sentence	Time	Begin Date	Notes
Forfeiture / Fine			

Total Receivables

Court Assessments	Adjustments [3]	Paid to the Court	Probation/Other Agency Amount[4]	Balance Due to Court	Due Date [5]
$ 3,512.00	$ 0.00	$ 3,512.00	$ 0.00	$ 0.00	

1 The designation listed in the Race field is subjective. It is provided to the court by the agency that filed the case.

2 Non-Court activities do not require personal court appearances. For questions regarding which court type activities require court appearances, please contact the Clerk of Circuit Court in the county where the case originated.

3 Includes collection agency fees; bankruptcy discharge of debt; Department of Revenue collection fees; and forgiven debts due to indigence, death, time served, or community service.

4 Some amounts assessed by the courts are collected by the Department of Corrections or other agencies. This column is rarely updated by the courts and may be less than the actual amount owed.

5 For cases with multiple assessments, the due date represents the assessment with the latest date.

FIRE / RESCUE **Inspection Field Report**

Inspected Date: 7/21/2016
Inspected By: TROY HAASE

VACANT

Occupancy ID: 1486

Location: 65 N MAIN ST
FOND DU LAC, WI 54935

Bus. Phone:

Contact Information

Name: NATIONAL EXCHANGE BANK

Cell: (920) 921-7700

Email:

Work:

Inspection Type: Inspection General

Violation Code	Days to Correct	Violation/Notes		Location
EXITS 04	1	Exit Light Obstructed / Out	EXIT LIGHT IN AUXILLARY EXIT (SOUTH) MUST BE CLEAR FOR ACCESS	
ELECTRICITY 03	1	Open Electrical Box	ALL ELECTRICAL WIRES AND BOXES NEED TO BE TERMINATED IN A JUNCTION BOX	
ELECTRICITY 03	1	Open Electrical Box	ALL ELECTRICAL WIRING & PANELS NEED TO BE INSPECTED BY A LICENSED ELECTRICIAN	
EXITS 04	1	Exit Light Obstructed / Out	EXIT LIGHT MUST BE REPAIRED	
WALLS / CEILINGS 02	14	Openings in Ceiling	OPENINGS IN CEILING NEED TO BE CLOSED	
EXITS 05	24	Emergency Lights Inoperative	EMERGENCY LIGHTS NEED TO BE OPERABLE	

Occupant Notes

VIOLATIONS CONTINUE - VACANT BUILDING

Mail, Fax or E-Mail violation corrections to Fond Du Lac Fire Department, 815 S. Main St., Fond Du Lac, WI 54935, Fax (920) 322-3801, Email fireinspections@fdl.wi.gov, Inspection Dept. (920) 322-3807

Owner/Representative:

Inspector:

VIOLATIONS REQUIRING CORRECTIVE ACTIONS ARE MARKED ABOVE (City of Fond Du Lac Ordinance Fire Protection Chapter 5 Adopts SPS 314 Wis. Adm. Code, Adopts NFPA 1, Fire Prevention Code - 2009, subject to the modifications specified in SPS 314 Wis. Adm. Code. All references above contain the citation/ chapter to the applicable section of the Administrative Code and / or the citation/chapter to NFPA 1, Fire Prevention Code - 2009

CITY OF FOND DU LAC - Memorandum

Date: December 8, 2016

To: Joe Moore, City Manager

From: Deborah S.R. Hoffmann, City Attorney
William Lamb, Chief of Police
Dyann Benson, Community Development Director

Re: Alcohol Licensing Committee Recommendation- 65 N. Main Street

On November 28, 2016, the Alcohol Licensing Committee (ALC) met to review the request for a "Class B" Intoxicating Liquor and Class "B" Fermented Malt for the applicant Bryan Perl for the property at 65 N. Main Street. The ALC recommended denial of the liquor license. The ALC's deliberations and recommendation were informed by Section 125.12, Wis. Stats. and Fond du Lac Code Section 400-6. and focused on the factors for judging new license applications outlined below. (Copies of the pertinent code sections are attached)

(a) Character of applicant, agent, managerial personnel, and owners

At the time of the ALC meeting, Mr. Perl did not have confirmed information on any of the agents that may be part of the business or managerial personnel. Mr. Perl did acknowledge at the meeting that he did not intend to be involved in the day-to-day operations and would be an "absentee owner."

(b) Experience of applicant and manager in operating a licensed establishment &
(c) History of applicant and manager in operation of licensed establishments

Mr. Perl currently owns and operates two other licensed establishments in Wisconsin, Saturday's Bar in Beaver Dam and Perl's at Road America (seasonal). In addition, Mr. Perl is the former operator of the Firehouse Bar & Grill (now Annie's Fountain City Café) and Perl's Country Inn in St. Peter.

In 2011, Mr. Perl was denied an intoxicating liquor license for a relocation of the Firehouse Bar & Grill after the Police Department indicated several concerns with the original Firehouse operations including: patrons being served up to closing time; complaints from neighbors; increased police patrols; illegal signage; and erecting a tent over Main Street without proper City approvals for street closures or tent installation.

Asst. Chief Klein contacted the Beaver Dam Police Department regarding the operation of Saturday's by the applicant. Beaver Dam Police Department reported several issues and concerns related to the operation of the business.

These are outlined in attached police department memos.

(d) History of premises

The property at 65 N. Main Street was formerly JRs Bar & Grill; it has also operated in the past as Lucky's. The large size of the building, approximately 9,000 square feet, poses both opportunities and challenges. In 2006, an application for a liquor license from a different person was denied due to concerns about the size of the establishment and the ability of the police to adequately respond. A copy of the 2006 application, memos and meeting minutes is attached.

(e) Design, type, and size of the proposed establishment

The property at 65 N. Main Street is approximately 9,000 square feet in size. At the time of the ALC meeting, the applicant did not have a definitive plan or concept for the proposed establishment, such as sports bar, dance club, restaurant, etc. Subsequently, the applicant has completed a business plan. A copy of the plan is attached.

(f) Proximity to other licensed establishments

The property at 65 N. Main Street is in close proximity to Backstage Bar and Grill at 101 N. Main Street.

(g) Proximity to residential buildings or areas.

The property is adjacent second story residential units to the south and the Portland Square Apartments to the east. There is also residential to the northeast (along Merrill Avenue from Portland Street to Marquette Street). Additional housing is planned in the near future.

A Special Use Permit is required for Amplified Sound when adjacent to residential uses. At the time of the ALC meeting, it was not clear whether the applicant intended to have live bands, DJ, or similar type of amplified sound to determine whether the Special Use Permit is required. In the business plan that the applicant provided on 12/7/2016, it does say that they want to apply for a Special Use Permit for Amplified Sound and would like to have live bands.

(h) Ability of Police Department to ensure public safety at this location

Due to the size of the building, there were concerns in 2006 about the Police Department's ability to ensure public safety.

(i) Condition of building/premises

The property, formerly known as JR's, has been vacant for a period of time. The property will require an occupancy permit prior to opening the business which is issued by Building Inspection and Fire Department.

The building cannot be issued an occupancy permit at this time. The applicant's architect is working with the Chief Building Inspector to address some code violations and concerns. Depending upon the timeframe for completion of the required work items to meet building code compliance, occupancy could be granted in early 2017.

The Chief Building Inspector, Doug Hoerth, has indicated that the following are outstanding:

*Occupancy permit is required to be obtained
*Bring the ceiling to a Class B fire rating or better including patching all the openings
*Provide a letter from the Architect to verify the structure is sound. The concern is a several cracked attic trusses, a homemade hanger fix on the Southwest side of the building and the wall on the southeast end of the building is leaning out.
*Correct all the electrical issues such as open electrical boxes, etc.
*Clean and inspect the kitchen hood

The fire inspector also has conditions that need to be resolved before an occupancy permit can be issued. A copy of his report is attached.

(j) Compatibility of proposed use with neighborhood

At the time of the ALC meeting, the applicant did not have a definitive plan or concept for the proposed establishment, such as sports bar, dance club, restaurant, etc. The ALC was unable to determine if the use was compatible with the neighborhood.

The applicant has now supplied a business plan that indicates it will primarily be a restaurant, though they do want a special use permit for amplified music and to host live music, which implies a dance club.

(k) Zoning and land use considerations

The property at 65 N. Main Street is located within the C-1 Zoning District. The C-1 Zoning Districts accommodates a variety of retail and entertainment uses. However, there are a small number of uses that fall within the entertainment area that are either not permitted within the C-1 Zoning District or require a Special Use Permit.

Staff prefers to work with a property owner in advance of their proposed occupancy as it relates to their proposed use than try to obtain compliance after a business has opened in cases where the actual use is not consistent with the C-1 Zoning.

At the time of the ALC meeting, there was insufficient information to determine compliance with zoning requirements. Based on the business plan that was received on 12/2/16, the proposed establishment appears consistent with zoning regulations for C-1.

(l) Likely impact on property values & (m) Economic development considerations

A vacant building that has minimal reinvestment can have a negative impact on property value. However, an occupied building that creates a nuisance can also negatively impact property values. The ALC was unable to make a determination of a positive impact on property values or economic development given the lack of information on managerial personnel as well as a definitive concept for the property.

(n) Other considerations

In conversations with the applicant prior to the ALC meeting and at the ALC meeting, staff asked the applicant if he would defer his application to the next meeting to allow time to refine his concept, provide additional details and work with staff so that staff could support the application for the intoxicating liquor license. Mr. Perl opted not to defer and requested the ALC move forward with their deliberation.

Prior City Councils have denied a liquor license request to this applicant in 2011 and denied a liquor license to the premises in 2006. The documents from these prior denials are attached.

Demerit Points Assessed To Date

Establishment	Location		Licensee					Total Points	Offense Date
SATURDAY'S BAR	208 FRONT ST.		BRYAN PERL					150	2/28/2015
SATURDAY'S BAR	208 FRONT ST.		BRYAN PERL					80	11/26/2015
SATURDAY'S BAR	208 FRONT ST.		Guilty in Mun Ct Appealed to Cir. Ct. Dismis by City Att.					80 replaced	8/17/2016
SATURDAY'S BAR	208 FRONT ST.		BRYAN PERL					150	6/26/2016
SATURDAY'S BAR	208 FRONT ST.		3 conflicting written statements					150 replaced	8/17/2016

City Attorney/Department of
Human Resources
City of Fond du Lac

Memo

To: City Council, City Manager

From: Deb Hoffmann, City Attorney

Date: December 8, 2016

Re: Legal Guidance on Alcohol Licensing

The City Council has broad discretion in determining whether or not to grant a new alcohol license. A good discussion of this discretion is covered in a League of Wisconsin Municipalities article, "Municipal Licensing and Regulation of Alcoholic Beverages," a portion of which is set forth below:

> Municipal governing bodies have broad discretion regarding whether to issue a license to a particular applicant for a particular location. The courts have held that state law does not confer upon a qualified applicant an absolute right to a license. If a governing body conducts a proper review of the application, considers public sentiment and local concerns, and has a rational basis for denial, the courts will likely not interfere with the municipality's decision to deny. When a governing body decides not to issue a new alcohol beverage license it must notify the applicant in writing and set forth the reasons for the denial. Valid reasons for denial of a retail license are based on concern for the public health, safety, and welfare of the community. Possible reasons for denial include:
>
> 1. adverse impact on traffic;
>
> 2. adverse impact on the peace, quiet and cleanliness of the neighborhood where the establishment is located;
>
> 3. insufficient parking for patrons;
>
> 4. proximity to other licensed establishments, residential areas, schools, churches, or hospitals;
>
> 5. ability or inability of the police to provide law enforcement services to the new establishment and the impact of the new establishment on the ability of the police to provide law enforcement services to the balance of the community at all times.
>
> Once a license has been issued, however, a municipality may only refuse to renew the license if there are violations of chapter 125 or local regulations enacted under the authority of sec. 125.10 or violations that fit within the causes identified in sec. 125.12(2)(ag). A municipality

that decides not to renew a license must follow the procedure set forth in sec. 125.12(3) and notify the licensee in writing that it intends not to renew the license and state the reasons why. The municipality has to provide the licensee with an opportunity for a hearing.

A motion to approve or grant the license, if carried, grants the license. If the motion to approve is defeated, the license is denied.

If it is Council's judgement to approve, the approval could be made with appropriate conditions, like completing all necessary repair work and not operating as a dance club, for example.

A motion to deny, if carried, also is a denial of the license. However, a motion to deny which does not carry is not the equivalent of an approval. In the event a motion to deny does not carry, a motion to approve would be appropriate.

If it is Council's judgment to deny, it should be done applying the concepts described above. Specific facts and circumstances should be considered and a record made. An example of a motion to deny which comports to these standards is as follows:

> "I move that the application for the alcohol license be denied because it is against the public health, safety and welfare of the City for the reasons previously discussed at this meeting and for the reasons outlined in the supporting memos contained in the agenda packet; and that the City Clerk notify the applicant in writing of this decision to deny their application and the reasons for this decision."

If the application is denied by the City Council, such denial may be appealed to the Circuit Court. The applicant may also reapply for license at any time.

Please call if you have any questions on any of this.

Section 400-6 (c), Fond du Lac City Code

C. Alcohol Licensing Committee. There is hereby created an Alcohol Licensing Committee, which shall be advisory to the City Council and shall review all applications for new licenses as well as all disciplinary procedures and issues as to whether a licensee has abandoned the licensed business within the meaning of § 400-9B. ...

D. Applications for new licenses. The Alcohol Licensing Committee and the City Council shall consider a number of factors in reviewing and judging the adequacy of applications, including but not limited to the character, background, and experience of the applicant; the nature of the proposed use; the condition of the building; compatibility with the neighborhood; safety at the proposed location; economic development considerations; zoning and land use; and any other factor that the Committee or the Council finds germane to the proposal. Without limiting the generality of the forgoing, applications for new liquor licenses shall include consideration of the factors below. Appropriate City staff shall include the City Manager, the Community Development Department, the City Clerk's office, the City Attorney's office and other staff as deemed necessary or desirable. It is not necessary that all of the foregoing participate in any particular recommendation. Rather, it is the intent that the makeup of staff involved be flexible to meet the needs of the particular situation. The Committee shall take the recommendation and the factors into account and formulate a recommendation to the City Council.[4]

(1) Factors for judging new license applications:

(a) Character of applicant, agent, managerial personnel, and owners.

(b) Experience of applicant and manager in operating a licensed establishment.

(c) History of applicant and manager in operation of licensed establishments.

(d) History of premises.

(e) Design, type, and size of the proposed establishment.

(f) Proximity to other licensed establishments.

(g) Proximity to residential buildings or areas.

(h) Ability of Police Department to ensure public safety at this location.

(i) Condition of building/premises.

(j) Compatibility of proposed use with neighborhood.

(k) Zoning and land use considerations.

(l) Likely impact on property values.

(m) Economic development considerations.

(n) Other considerations.

ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1st 20 06 ;
ending June 30th 20 06

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

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

Applicant's Wisconsin Seller's Permit Number: 024-0004-604991 -01	
Federal Employer Identification Number (FEIN): 39-1302345	
LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☒ Class B beer	$ 58-
☐ Wholesale beer	$
☐ Class C wine	$
☐ Class A liquor	$
☒ Class B liquor	$ 292-
☐ Reserve Class B liquor	$
Publication fee	$ 55-
TOTAL FEE	$ 405-

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): ▶ Paul's Pubs Inc

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

	Title	Name	Home Address	Post Office & Zip Code
President/Member	President	Paul D. Salzwedel	W2102 Hwy 44	Markesan, WI 53946
Vice President/Member	None			
Secretary/Member	None			
Treasurer/Member	None			
Agent ▶	SAME AS ABOVE			
Directors/Managers	None			

3. Trade Name ▶ Tall Pauls Business Phone Number None yet FAX 920 398 81.
4. Address of Premises ▶ 65 N. Main St. Post Office & Zip Code ▶ Fondulac 54935
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 1978 of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No

   (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 65 N. Main St. Fondulac WI
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? Lucky's
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ? ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☒ Yes ☐ No
14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

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

SUBSCRIBED AND SWORN TO BEFORE ME
this 28th day of November, 20 06

Tommy R. Kwelt
(Clerk/Notary Public)

My commission expires 11-7-2010

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 11-28-06	Date reported to council/board 12-13-06	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

AT-106 (R. 1-05) Wisconsin Department of Revenue

New 1740
Rec# 71523

CITY COUNCIL MINUTES

December 13, 2006
7:00 P.M.

Legislative Chambers
City-County Government Center

160 South Macy Street
Fond du Lac, Wisconsin

REGULAR AGENDA

CALL TO ORDER

ROLL CALL: Present - Sal Curcurio
Mark Jurgella
Lindee Kimball
Tim Lakin
Jim Nintzel
Jim Sabel
Jeremy Thiesfeldt

Absent - None

Administrative Staff - Thomas Herre, City Manager
Wayne Rollin, Director of Comm Dev
Hal Wortman, Director of Admin
Rodney Pasch, Director of HR
Mark Lentz, Director of PW
Rick Goding, City Engineer
Tony Barthuly, Chief of Police
Joseph Clow, Fire Chief
Jim Flader, City Attorney
Steve Klein, Police Lieutenant
Dennis Fortunato, Police Major
Ken Hall, Library Director

Council President Jurgella declared a quorum present.

* * * * * * * * * * **OTHER BUSINESS** * * * * * * * * * *

REPORTS OF OFFICERS

City Clerk, dated December 6, 2006
Subject: 2006 - 2007 Combination "Class B" Intoxicating Liquor License and Class "B" Fermented Malt Beverage License Application

Corporation:	Pauls Pubs Inc.
Agent:	Paul Salzwedel
Home Address:	W2102 Hwy 44 Markesan, WI
d/b/a:	Tall Pauls
Location:	65 N Main Street

(Proposed Action: **Deny**)

Motion made by Councilperson Sabel to **deny** the application for liquor license because it is against the public health, safety and welfare of the City for the reasons described in the memos relating to the application contained in the agenda packet and for the reasons described at this meeting; and that the City Clerk notify the applicant in writing of this decision not to issue the license and the reason for this decision."
Seconded by Councilperson Thiesfeldt.
ROLL CALL VOTE: Aye - Lakin, Sabel, Kimball, Jurgella, Thiesfeldt, Curcurio, Nintzel

Carried.

* * * * * * * * * * **OTHER BUSINESS** * * * * * * * * * *

CITY OF FOND DU LAC - Memorandum

Department of Community Development

Date: December 6, 2006

To: Tom Herre, City Manager

From: Wayne Rollin, Community Development Director

Re: Liquor License Application - Paul's Pub's

We have an application for a liquor license application from Paul Salzwedel of Paul's Pubs, Inc. to reopen the premises formerly known as Lucky's at 65 North Main Street. Salzwedel does not own or operate a club in Fond du Lac, but has extensive experience in the industry, presently operating four establishments in towns to the west and southwest.

Salzwedel proposes to open a club at the former Lucky's location which is substantially similar to Lucky's. It would offer about the same environment that Lucky's did. In spite of proactive work by the Police Department and by the owner of Lucky's, that establishment caused a fair amount of trouble in downtown Fond du Lac, primarily due to its large size. Lucky's had a capacity of 384 patrons. When such a large number of patrons would exit the establishment at bar time, it would cause great strain on available Police resources. Fights, vandalism, and other similar problems were common. A number of Officers had to be assigned to this location on Thursday, Friday, and Saturday evenings on a regular basis. Nothing in the present proposal would address this issue. The establishment would still be too big for our Police Department to handle while carrying out their other responsibilities at the same time.

I recommend denial of the application at the present capacity of the facility.

The situation might be different if Salzwedel and the building owner could find a way to substantially reduce the capacity of the establishment. Adding permanent seating areas, more restaurant space, or properly constructed billiards areas, for example, could reduce the capacity of the establishment and reduce the problems presented at closing time. Getting the capacity down to 275 or less would perhaps help to address the problem.

Fond du Lac City Police Department

Memo

To: City Manager Herre

From: Chief Barthuly

Date: 12-05-06

Re: Proposed Class B Fermented Malt Beverage & Intoxicating Liquor
Tall Paul's, 65 N Main St.

On December 1, 2006, Major Fortunato, Lt. Klein, Community Development Director Wayne Rollin, Fire Chief Joe Clow, Fire Inspector Tom Wendt, City Clerk Sue Strands and I met with Paul Salzwedel who is the listed applicant for the proposed license at 65 N Main Street (formerly Lucky's) and Tom Knecht who is the former owner of Lucky's.

Mr. Salzwedel stated he currently owns taverns in Fairwater, Kingston, Waupun, and Manchester and that he is interested in opening an operation in Fond du Lac. Mr. Salzwedel stated that neither he nor the general manager of the proposed site would reside in the Fond du Lac community, but that he would put a "key person" in place that does reside within the city. Mr. Salzwedel expressed that he would work closely with the city to address any concerns that may come up.

Mr. Salzwedel stated he would keep the general floor design the same as the former Lucky's and would operate in a similar manner. He stated that he would offer food, pool and dart leagues, live band entertainment and television viewing for sporting events.

The Police Department has expended large amounts of police resources at this location in the past. Officers had to be assigned outside the tavern every weekend night to keep the peace with the large volume of people leaving the establishment at bar time. Night shift commanders report this did have a negative impact on the Police Department to provide law enforcement services to the community. Since the close of business in May of this year at 65 N. Main Street, night shift commanders have reported a significant decrease in the amount of manpower hours devoted to this area. This has allowed them to focus their community policing efforts in other areas of the city.

Background checks were conducted on Mr. Salzwedel and nothing of significance was noted in his background. Members of the Fond du Lac County Law Enforcement Executives Committee expressed some concerns regarding the operation of Mr. Salzwedel's taverns in their jurisdictions. We do feel the proposal would negatively impact the ability of the Police Department to provide law enforcement services to the community. Based upon the concerns noted, the Police Department does have objections to approval of this license request.

CITY COUNCIL MEETING MINUTES
CITY OF FOND DU LAC, WISCONSIN
Legislative Chambers
160 S Macy Street
December 14, 2016
6:00 PM

CALL TO ORDER

Roll Call

Present
Catherine Block
Lee Ann Lorrigan
Greg Giles
Karyn Merkel
Brian Kolstad
Kay Miller
Derek TerBeest

Absent
None

Administrative Staff
Joe Moore, City Manager
Dyann Benson, Director of Community Development
Tracy Salter, Director of Administration
Deb Hoffmann, City Attorney
Chade Wade, Assistant City Attorney
Jordan Skiff, Director of Public Works
Paul DeVries, City Engineer
Jon Mark Bolthouse, Library Director
Bill Lamb, Chief of Police
Steve Klein, Asst. Police Chief of Operations
Peter O'Leary, Fire Chief

Declaration a Quorum Is Present

President Lorrigan declared a quorum present.

**********OTHER BUSINESS**********

ACTIONS

Class "B" Fermented Malt and "Class B" Intoxicating Liquor License

A Motion was made by Brian Kolstad to refer Class "B" Fermented Malt and "Class B" Intoxicating liquor license application to the Alcohol & Licensing Committee for further review and seconded by Derek TerBeest, and the motion was **Passed**.

Ayes: Block, Giles, Kolstad, Lorrigan, Merkel, Miller, TerBeest

**********OTHER BUSINESS**********

ALCOHOL LICENSE COMMITTEE MEETING MINUTES
CITY OF FOND DU LAC, WISCONSIN
160 S Macy Street, Meeting Room D
January 23, 2017 @ 4:00 PM

ROLL CALL

Attendance

Present
Shawn Anhalt
Peter Doll
Jacob Lehman
Brian Kolstad
Mark Otterstatter
Travis Vandynhoven

Absent
Kerry Ann Strupp

Administrative Staff
Deb Hoffmann, City Attorney
Steve Klein, Asst. Police Chief of Operations

Declaration Quorum Present
Maggie Hefter declared a quorum present.

******************************OTHER BUSINESS******************************

ACTIONS

Class "B" Fermented Malt & "Class C" Wine License

Limited Liability: The Noodle Shop, Co.
Agent: Derek Runge
Address: 618 McKinley St, Neenah, WI 54956
d/b/a: Noodles & Company
Location of Premises: 729 W Johnson St

A Motion was made by Jacob Lehman to approve Class "B" Fermented Malt & "Class C" Wine License for d/b/a Noodles & Company, 729 West Johnson Street and seconded by Shawn Anhalt, and the motion was **Passed.**
Ayes: Anhalt, Doll, Kolstad, Lehman, Otterstatter, VanDynHoven
Absent: Strupp

Class "B" Fermented Malt & "Class B" Intoxicating Liquor License

Limited Liability Co: 65 N Main Pub, LLC
Agent Name: Bryan Perl
Agent Address: 463 Cedar St, Fond du Lac, WI
d/b/a: 65 N Main St

Location of Premises: 65 N Main St
A Motion was made by Brian Kolstad to approve Class "B" Fermented Malt & "Class B" Intoxicating Liquor License for d/b/a Two Bucks Grill & Ale House, 65 North Main Street and seconded by Shawn Anhalt, and the motion was **Passed.**
Ayes: Anhalt, Doll, Kolstad, Lehman, Otterstatter, VanDynHoven
Absent: Strupp

******************************OTHER BUSINESS******************************

CITY COUNCIL MEETING AGENDA
CITY OF FOND DU LAC, WISCONSIN

Title: Resolution No. 8653

Subject: A Resolution Making Appointments To The Ethics Board And Alcohol License Committee
Introduction: City Manager

Initiator:

Recommendation:

ATTACHMENTS:

File Name

8651_Board_appointments.pdf

Jack_Lehman_0490_Redacted.pdf

Application_-_Ethics_Board_Redacted.pdf

RESOLUTION NO. 8653

A RESOLUTION MAKING APPOINTMENTS TO THE ETHICS BOARD AND ALCOHOL LICENSE COMMITTEE

BE IT RESOLVED by the City Council of the City of Fond du Lac that the following appointments by the City Manager to the Ethics Board and Alcohol License Committee are hereby confirmed:

Ethics Board	Beginning	Ending
Jeff Butz	01/25/2017	6/30/2017

Alcohol License Committee	Beginning	Ending
Jacob Lehman	01/25/2017	12/31/2019

ADOPTED:

_____

Lee Ann Lorrigan, President
Fond du Lac City Council

Attest:

_____

Margaret Hefter, City Clerk

City Attorney:

Reviewed DJRCH

CITY OF FOND DU LAC
APPLICATION FOR APPOINTMENT TO
CITY BOARDS, COMMISSIONS, AND COMMITTEES

Alcohol Licensing Committee
Name of Board, Commission or Committee

1/8/17
Date

Jacob Lehman
Full Name

[redacted]
Address

Financial Analyst
Occupation

Kimberly - Clark
Employer

18 Years of Age or Older? Yes ☑ No ☐ Home Phone [redacted] Business Phone _____

E-Mail Address: [redacted] Cellular Phone [redacted]

Are you currently a resident of Fond du Lac? Yes ☑ No ☐ No. of Years: 2 1/2

Education: Undergraduate from Michigan Sate University

List potential conflicts of interest: none

List City boards, commissions or committees on which you have served:	Yrs	List other civic, church or club committees on which you have served:	Yrs
ALC	2		

I have read the information sheet outlining the desired qualifications for this board. My background and interests meet these desired qualifications as follows:

If selected, I would like to work towards bettering the community through my service in the following ways:

Please note: By filing this application with the City of Fond du Lac, applicant acknowledges that personal information on this form may be published in the annual Fond du Lac Boards and Commissions Directory and distributed to members, staff and the public.

CITY OF FOND DU LAC
APPLICATION FOR APPOINTMENT TO
CITY BOARDS, COMMISSIONS, AND COMMITTEES

Ethics Board
Name of Board, Commission or Committee

1/18/2017
Date

Jeffrey L. Butz
Full Name

[redacted]
Address

Wellness Director
Occupation

FABOH
Employer

18 Years of Age or Older? Yes ☑ No ☐ Home Phone [redacted] Business Phone [redacted]

E-Mail Address: [redacted] Cellular Phone [redacted]

Are you currently a resident of Fond du Lac? Yes ☐ No ☑ No. of Years: N/A

Education: MPA - Health Care Emphasis - University of Wisconsin-Oshkosh

List potential conflicts of interest: None

List City boards, commissions or committees on which you have served:	Yrs	List other civic, church or club committees on which you have served:	Yrs
		Wellness Council of Wisconsin Board of Directors	4

I have read the information sheet outlining the desired qualifications for this board. My background and interests meet these desired qualifications as follows:

As a current employee in Fond du Lac, as well as a Fond du Lac native, I am interested in serving on the Ethics Board. My qualifications for this board include a Masters of Public Administration from the University of Wisconsin Oshkosh, an interest in carrying out the duties of the board, and the ability to help others to work together for a common goal.

If selected, I would like to work towards bettering the community through my service in the following ways:

If appointed to the Ethics Board, I would use my skill set to perform the duties associated with ensuring that elected and appointed officials are independent, impartial, and responsible to those who elected them, thus maintaining the public confidence in the integrity of its Government. In addition, I am hopeful that I can incorporate the theories I use in my daily job to motivate employees and elected officials to pro actively make these sound decisions.

Please note: By filing this application with the City of Fond du Lac, applicant acknowledges that personal information on this form may be published in the annual Fond du Lac Boards and Commissions Directory and distributed to members, staff and the public.

CITY COUNCIL MEETING AGENDA
CITY OF FOND DU LAC, WISCONSIN

Title: Resolution No. 8654

Subject: Resolution Of The City Of Fond du Lac Approving A Cooperative Plan With The Towns Of Bryon, Empire, Fond du Lac, Friendship And Taycheedah
Introduction: Community Development Director

Initiator:

Recommendation:

ATTACHMENTS:

File Name

8654_Resolution_Approving_Cooperative_Plan.pdf

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Cooperative_Plan_Clean_Copy01.16.17.docx

RESOLUTION NO. 8654

RESOLUTION OF THE CITY OF FOND DU LAC APPROVING A COOPERATIVE PLAN WITH THE TOWNS OF BYRON, EMPIRE, FOND DU LAC, FRIENDSHIP AND TAYCHEEDAH

WHEREAS, the City of Fond du Lac ("City") and the Towns of Byron, Empire, Fond du Lac, Friendship and Taycheedah ("Towns") previously entered into an intergovernmental agreement pursuant to the former Wis. Stat. § 66.30 to provide for orderly growth and development within agreed-upon municipal boundaries ("Existing Agreement"); and

WHEREAS, the Existing Agreement expired in 2016; and

WHEREAS, the City and the Towns wish to renew the Existing Agreement pursuant to Wis. Stat. § 66.0307; and

WHEREAS, Wis. Stat. § 66.0307 authorizes adjoining municipalities to set the boundaries between and among themselves upon adopting, and having approved by the Wisconsin Department of Administration, a cooperative plan in accordance with the procedures and requirements of Wis. Stat. § 66.0307; and

WHEREAS, the cooperative plan has the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plan in order to best promote the public health, safety, and general welfare, together with the future needs, of the Towns and the City; and

WHEREAS, cooperative planning is in the best interests of the City and the Towns as participating municipalities; and

WHEREAS, the City and the Towns held a joint hearing on the proposed plan on September 22, 2016 after providing notice of the hearing by Class 3 notice; and

WHEREAS, the City and the Towns have considered and revised the Cooperative Plan to incorporate comments received during the process; and

WHEREAS, the purpose of this resolution is to approve the Cooperative Plan as described in Wis. Stat. § 66.0307;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fond du Lac does hereby approve the cooperative boundary agreement and cooperative plan as defined in Wis. Stat. § 66.0307; and

FURTHER RESOLVED, that the proper City officials are hereby authorized to take all other necessary and appropriate action consistent with this approving resolution and Wis. Stat. § 66.0307.

ADOPTED:

_____

Lee Ann Lorrigan, President
Fond du Lac City Council

Attest:

_____

Margaret Hefter, City Clerk

City Attorney:

Reviewed DSRM

CITY OF FOND DU LAC - Memorandum

Department of Community Development

Date: January 18, 2017

To: Joseph Moore, City Manager

From: Dyann Benson, Community Development Director

Re: Resolution Approving the Cooperative Plan (Intergovernmental Agreement)

The City has an existing Intergovernmental Agreement with the Towns of Byron, Empire, Fond du Lac, Friendship and Taycheedah. This is a 20 year agreement that extended from 1996 to 2016.

In July 2016, City Council approved a resolution authorizing the City to participate in the development of a Cooperative Plan. The Cooperative Plan is the document that outlines the terms and processes for future growth, land use and development. The Cooperative Plan has a term of 24 years which coincides with the terms of the Outlying Sewer Group (OSG) Agreement. The coordination of the timeline of these two (2) agreements enhances long term land use planning efforts.

A joint public hearing was held in September on the draft plan. Since the public hearing, staff has added some additional information required by the Wisconsin Department of Administration. This additional information does not change the key components of the Plan. The City and Towns are now at the point in the process for each governing body to approve the Cooperative Plan.

What are the benefits of the Agreement?

- An agreement with the Towns eliminates the contentious battle over annexations that allow the City to grow and develop.
- The Agreement creates a mechanism, a joint Advisory Committee, for ongoing communication and partnership with the Towns on land use and development issues.
- The City has expanded its growth areas along key corridors to enhance and attract development.
- The Agreement outlines the method by which future town islands will be incorporated into the City.

- Certain islands that represent right-of-way and government owned property will be attached to the City.

What challenges will continue to exist?

- Existing Town islands will continue to remain Town islands. These existing Town islands represent existing residences, some businesses and vacant lots. The residences and businesses will annex into the City when they need to connect to sewer and water. The vacant lots will annex when they are developed.
- Areas that are considered Undesignated – areas not identified as City or Town growth areas – will experience some limited development. The Agreement, through the creation of an Advisory Committee, requires the Towns and City to work together so that any development that does occur in the Undesignated Areas does not unduly restrict future growth opportunities for any community.

The Resolution approving the Cooperative Plan is one of the last steps to formalizing the Agreement.

Staff recommends approval of the Resolution.

Due to the size of the map files, they will be shown at the City Council meeting. Anyone interested in viewing the maps prior to the City Council meeting may come to the Community Development Department.

COOPERATIVE PLAN
SECTION 66.0307

CITY OF FOND DU LAC AND
THE TOWNS OF BYRON, EMPIRE, FOND DU LAC, FRIENDSHIP, TAYCHEEDAH

Last Resolution Approval Date

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SECTION 1 - INTRODUCTION

The City of Fond du Lac ("City"), and the Towns of Byron ("Byron"), Empire ("Empire"), Fond du Lac ("TFDL"), Friendship ("Friendship"), Empire ("Empire"), and Taycheedah ("Taycheedah") (referred to collectively as "the Towns") enter into this Cooperative Plan, hereinafter "Cooperative Plan" or "Plan", subject to the approval of the Wisconsin Department of Administration, under authority of Wis. Stats. Section 66.0307

WHEREAS, Wis. Stats. §66.0307 authorizes municipalities to determine the boundary lines between themselves upon approval of a Cooperative Plan by the Wisconsin Department of Administration; and

WHEREAS, the purpose of the Cooperative Plan is to set forth the procedures, terms, and conditions by which the parties wish to achieve the following mutual goals pursuant to Wis. Stats. §66.0301 and §66.0307:

> Orderly, planned growth for the City and the Towns and the provision of appropriate, cost-effective municipal services for such development;
>
> Orderly boundaries between the City and the Towns, promoting cost-effective provision of services and more efficient operation of all units of government;
>
> Continual City growth to provide the City with an ever-renewing and expanding tax base and a pool of citizen leadership;
>
> Continual development for the Towns to replace tax base lost due to City growth, so that the Towns may also have an ever-renewing and expanding tax base and a pool of citizen leadership;
>
> Promotion of diversity and balanced development in the City and the Towns;
>
> Prevention of unplanned development leading to urban sprawl, and protection of the area's natural resources, including its lakes, streams, rivers, wetlands, woodlands, and Niagara Escarpment; and
>
> Promotion of quality development in the City and the Towns; and

WHEREAS, this Cooperative Plan was developed following review of the City and the Towns adopted comprehensive plans that meet the content and requirements outlined under Wis. Stats. §66.1001

WHEREAS, the purpose of the Cooperative Plan, as described in Wis. Stats. §66.0307(3)(b), is to guide and accomplish a coordinated, adjusted, and harmonious development of the territory covered by the Cooperative Plan that will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity, and the general welfare, as well as the efficiency and economy in the process of development; and

WHEREAS, the Cooperative Plan is organized around the definition of options for future boundary changes that will occur during the planning period defined in the Cooperative Plan; and

WHEREAS, it is the intent of the Cooperative Plan to establish the boundaries between the Towns and the City in a configuration as the boundaries exist at the time of the effective date of this Cooperative Plan, with the exception of the attachments described in this Cooperative Plan. The parties both further acknowledge that this Cooperative Plan will be binding and enforceable contracts.

SECTION 2 – PARTICIPATING MUNICIPALITIES

This Cooperative Plan applies to the City of Fond du Lac, Town of Byron, Town of Empire, Town of Fond du Lac, Town of Friendship, and Town of Taycheedah, Fond du Lac County, Wisconsin.

SECTION 3 – MUNICIPAL CONTACTS

Any notice, or other communication, required to be given to any Party shall be given to the following persons to and on behalf of such Party:

Town Clerk
Town of Byron
Byron Town Hall
N3097 State Road 175
Byron, WI

Town Clerk
Town of Empire
Empire Town Hall
W3675 Fourth Street Road
Fond du Lac, WI

Town Clerk
Town of Fond du Lac
Fond du Lac Town Hall
W5990 Pioneer Road
Fond du Lac, WI

Town Clerk
Town of Friendship
Friendship Town Hall
W6931 County Road N
Van Dyne, WI

Town Clerk
Town of Taycheedah
Taycheedah Town Hall
W4295 Kiekhaefer Parkway
Fond du Lac, WI

City Clerk
City of Fond du Lac
City/County Building
160 S. Macy Street
Fond du Lac, WI 54936-0150

The persons holding positions set forth above may change from time to time. Upon a change of position holder, this section shall be deemed amended to substitute the new position holder as the party to whose attention correspondence should be sent.

All notices required under this Cooperative Plan must be served, either personally or by certified mail, upon the parties' respective municipal clerks. Unless otherwise expressly provided in this Cooperative Plan, failure of any party to object to the activity described in the notice within 45 days of receipt of the notice will be deemed an approval by the relevant party. Any action taken by a party in violation of the relevant notice requirement is voidable unless, under the facts of the particular case, the public interest outweighs strict enforcement of the notice requirement.

SECTION 4 – CONSISTENCY WITH COMPREHENSIVE PLANS, STATE AND FEDRAL LAWS, AND COMPACTNESS

The Growth Areas and Undesignated Areas subject to this plan are covered by adopted plans of the Towns and City. The proposed land use patterns for these Areas are well known and described in existing adopted plans. These plans and the future comprehensive plans of the Towns and City will guide new development and redevelopment which occurs within these Areas. The following provides a listing of the plans currently in place for the Growth Areas and Undesignated Areas.

The Towns and City have prepared the following plans to guide development:

- Town of Byron 2006 Comprehensive Plan
- Town of Empire 2007 Comprehensive Plan
- Town of Fond du Lac 2005 Comprehensive Plan
- Town of Friendship Comprehensive Plan 2008-2028
- Town of Taycheedah 2009 Comprehensive Plan
- City of Fond du Lac Comprehensive Plan 2010-2030

The Cooperative Plan is consistent and compatible with existing plans, ordinances, codes, and statutes. The Cooperative Plan was developed in recognition of the multiple jurisdictions with an interest in Growth Areas and Undesignated Areas. The Cooperative Plan will allow the Towns and City to move forward in planning for the delivery of services to their respective areas so that there will not be a competition between the Towns and City, property owners, and developers.

4.1 <u>Comprehensive Plans</u>.

(a) The City of Fond du Lac's Comprehensive Plan focuses on redevelopment within the City and development along key transportation corridors where more intensive development will likely occur benefiting from access to the City's municipal services. The growth areas identified in the Cooperative Plan are consistent with those goals. The area to the south and west of the City are identified for future growth for consideration of future expansion of commercial and industrial use due to its close proximity to Interstate

41 and County Truck D and Highway 151. The growth area to the east along Highway 23 is consistent with additional commercial and residential uses. The Land Use Map within the City's Comprehensive Plan reflects those areas as opportunities for future development.

(b) Town of Byron's Comprehensive Plan focuses on preserving the rural character of the Town while protecting natural resources and recreational opportunities. The predominant land use within the Town is Agriculture and the Town's Comprehensive Plan indicates a desire to preserve that land use while accommodating growth, primarily residential and industrial in select areas of the community. The Cooperative Plan reflects this goal by the designation of a growth area in that area that has already seen more focused residential development. The scattered residential development throughout the Town is consistent with residential development supported by the Farmland Preservation Act and the provisions of the Cooperative Plan.

(c) The Town of Empire's Comprehensive Plan's focuses on preserving the rural character of the Town. This is consistent with the Cooperative Plan in that growth areas are immediately adjacent to existing area of development and sanitary districts. A substantial portion of the Town remains agricultural in nature with limited opportunities for development which are also reflected in the provisions of the Cooperative Plan. In addition, the Town identified the Niagara Escarpment as a key natural feature and an area for conservation development and preservation. This is also reflected in the Cooperative Plan.

(d) The Town of Fond du Lac's Comprehensive Plan reflects a growing community that is seeing increased residential development and commercial development along key arterials. The Comprehensive Plan also discusses a desire to focus on smaller or mid-size commercial development while supporting a range of residential development options. These goals are reflected in the growth areas shown in the Cooperative Plan and the focus of development near existing areas and support for the City's growth areas along key transportation corridors where larger commercial and industrial development is likely to occur.

(e) The Town of Friendship's Comprehensive Plan focuses on compact development and preservation of the agricultural character of the community. This is reflected in the Cooperative Plan in that the Town opted to not expand or add any growth area.

(f) The Town of Taycheedah's Comprehensive Plan's Future Land Use Map reflects the future growth area identified under the Cooperative Plan. The plan focuses on residential development adjacent to existing growth areas and preservation of land to the east for agricultural uses.

4.2 Consistency with Other Laws. The Cooperative Plan is generally consistent with current state and federal law, shoreland ordinances, municipal regulations and administrative rules that apply in the Towns and the City. The language used within the Cooperative Plan acknowledges that other state and federal laws or administrative rules may apply and that such laws and rules may supercede the Cooperative Plan unless otherwise authorized by law. The intent of the Cooperative Plan was not to conflict with any current state or federal laws, shoreland zoning ordinance, municipal regulations and administrative rules. Through the Intergovernmental

Cooperative Plan Advisory Committee, the City and Towns will collaborate to amend any sections of the Cooperative Plan that may later be determined to be inconsistent.

4.3 Compactness. In establishing the future growth area boundaries, the City and Towns considered whether the growth area was a logical expansion of its existing growth area and the topography and natural features of the area. The process of identifying growth areas focused on compact growth that could be efficiently served by a reasonable expansion of services. The growth areas identified under the Cooperative Plan are immediately adjacent to existing growth areas and/or included with Town Sanitary Districts.

(a) The City growth areas focused on those areas served by higher volume transportation corridors that would like result in more intense development needing access to the City's municipal services. These areas include Interstate 41, County Trunk D, Highway 151 and Highway 23.

(b) The Town of Byron's growth area focused on the area that had experienced residential development and not within the areas utilized for quarry operations which were not suitable for such development.

(c) The Town of Empire's growth area focused on expansion of their two (2) existing growth areas near Highway K and Lake DeNeveu. The key area along the Niagara Escarpment was identified as an area for limited development and preservation.

(d) The Town of Fond du Lac's growth area focused on the area of current growth and development.

(e) The Town of Friendship did not identify any growth area under the Cooperative Plan.

(f) The Town of Taycheedah identified growth area adjacent to existing growth in order to preserve land for agricultural use.

(g) All of the above City and Town growth areas reflect current and reasonably foreseeable growth patterns in the greater Fond du Lac area.

SECTION 5 - BOUNDARY COOPERATIVE PLAN RULES FOR POTENTIAL ANNEXATION AND/OR ATTACHMENT OF LAND IN THE TOWNS AND THE PROVISION OF MUNICIPAL SERVICES TO SUCH LANDS

5.1 Designation of City and Town Growth Areas. Attached and incorporated by reference and identified as Exhibit A is a map identifying the City and Town growth areas (hereinafter "Growth Areas"). The City Growth Areas consist primarily of currently undeveloped land that the parties acknowledge is to be developed within the City's municipal boundaries. The City Growth Areas are intended to be sufficient for well beyond 24 years of City growth. The territory within the City Growth Areas will be developed with sewers in conformance with the City's comprehensive plan. The City desires that owners of lands in the Towns not receive a windfall in the form of City improvements, but rather pay a fair share for improvements that benefit lands in the Town.

The Town Growth Areas include areas of existing development and adjacent areas that the parties acknowledge is to be developed within the Towns' municipal boundaries. The

territory within the Town Growth Areas will generally be developed in conformance with the Towns' comprehensive plans. The Town Growth Areas depict areas expected to develop simultaneously with City Growth Areas. The Towns desire to protect the financial interests of the Towns and its citizens as the City grows by arranging favorable terms with respect to taxes and payment for improvements.

5.2 Boundaries Of Growth Areas. The parties agree that the Growth Areas identified for each party have been determined after considerable negotiation and, as so delineated, serve the best interests of each of the parties. Except as expressly set forth in this Cooperative Plan, no party will seek or allow, through any annexation, attachment, or detachment process, any change in the delineated boundaries that would be contrary to the terms of this Cooperative Plan, unless the change is by mutual consent of the City and the affected Town which consent may be withheld at the sole discretion of the City and the affected Town. Each party retains the right to determine the sequence of sewered or unsewered development of each specific parcel of land within its Growth Areas. However, sewered development shall occur in accordance with the provisions of Section 6.1(b), below.

5.3 Annexations from City Growth Areas.

(a) The City will annex territory from City Growth Areas whenever orderly, planned development reasonably dictates that the land should be developed within the City. Where developed, non-agricultural land is presently contiguous to the City on several sides, the City will encourage annexation in order to eliminate problems associated with duplication of services, or difficulties in provision of services due to illogical municipal boundaries. "Development" means a material change in current land uses, particularly changes that require City municipal services, such as sewer and water utility services. The City is empowered to encourage development by, among other means, enforcing the provisions described in Section 7, herein.

(b) If the City annexes land located in City Growth Areas, it will reimburse the relevant Town for any road made by the Town within ten (10) years of the annexation date on a prorated basis related to the lifespan of the improvement. Each Town shall present reasonable proof of such expenditure. At the time of making improvements which a Town feels may qualify for this reimbursement, it is encouraged, but not required, to notify the City prior to making the improvements. Ordinary repair and maintenance is not covered by this reimbursement policy. Only improvements constructed to standards agreed to by the City are eligible for this reimbursement.

(c) The parties acknowledge the existence of various farming operations within portions of the City Growth Areas or within one-half mile of a City Growth Area. Notwithstanding any other provision in this Cooperative Plan, current farming operations will be allowed to continue, subject to compliance with State and County laws, ordinances, and regulations.

(d) Subject to 5.3 and 8.2, the City agrees to limited residential development generally in conformity with the Towns' Comprehensive Plan in City Growth Areas prior to annexation into the City.

5.4 Annexations from Town Growth Areas.

The City will not annex any land from Town Growth Areas without the affected Town's prior written consent, which consent may be withheld at the sole discretion of the Town. A written request for consent will be submitted to the Town upon receipt of an annexation petition. The Town will respond in writing to such a request within 45 days.

5.5 Attachments of Land to City. Attached and incorporated by reference and identified as Exhibit B is a map entitled "City Boundary Adjustments." The City Boundary Adjustments, or Attachment Areas, constitute boundary cleanup, town island creation, and administrative housekeeping. The parties agree as follows with regard to the Attachments Areas described in Exhibit B.

(a) The execution of this Cooperative Plan constitutes each party's authorization to participate in the preparation of a Cooperative Plan pursuant to Wis. Stats. §66.0307and the Clerk of each party shall have authority to provide the notices required by Wis. Stats. §66.0307. Any failure to comply with this provision may be cured by adopting a resolution and giving notice as provided in Wis. Stats. §66.0307 not later than 45 days after the date of commencement of the term of this Cooperative Plan.

(b) The Cooperative Plan shall permit attachment of the land described in Exhibit B by ordinance adopted by a simple majority of the City's Common Council in place of annexations.

(c) The Cooperative Plan shall also permit the attachment of territory by ordinance adopted by a simple majority of the City's Common Council in place of annexation for those parcels that meet Section 8.2 (a) and noticed to the affected Town. Prior to such action, parcels proposed for attachment under this Section will be reviewed by the Intergovernmental Cooperative Plan Advisory Committee.

(d) Once approved, the Cooperative Plan shall govern without respect to subsequent changes in statutory law.

5.6 Attachment Conditions. The following conditions shall apply to the attachments required by Section 5.3, above:

(a) The City agrees that, subsequent to the attachments described in Section 5.3, the City will provide the affected property owner(s) and town(s) with all necessary and proper approvals for ingress and egress over and through the attachment area. The City will also cooperate with the affected property owner(s) and town(s) to allow the development on the real estate adjacent to the attachment area. The City's cooperation will include, without limitation, supporting easements over the attachment area, but only if the easement area is subject to the City's jurisdiction. The City will waive all fees under its control. The parties acknowledge that, unless otherwise specifically stated in this Cooperative Plan, the attachments required by this Cooperative Plan will not delay, condition, or prohibit the development of real estate adjacent to the attachment area.

(b) To the extent not expressly prohibited by law or otherwise waived in writing by the relevant town, the prohibition against the involuntary annexation or attachment of town islands by the City consisting of privately-owned real estate continues for the duration of this Cooperative Plan. Annexation or attachment of existing town islands may occur only with the unanimous consent of the affected property owner(s). This paragraph is limited in application to only those town islands that exist at the time of execution of this Cooperative Plan.

(c) The requirements of Wis. Stats. §66.0235 apply to the attachment of properties to the City, including, without limitation, sanitary sewer infrastructure and prior investments by the relevant Town or Town Sanitary District toward Shared Regional Facilities as more particularly defined in the 2000 Master Sewer Agreement referenced in Section 6.1(a).

5.7 Cooperation with Annexations or Attachments. The Towns will not challenge any annexation or attachment that is in accordance with the terms of this Cooperative Plan. The Towns agree not to judicially oppose any annexations or attachments that are consistent with the terms of the Cooperative Plan. The Towns also agree not to financially support anyone who opposes or contests any such annexation or attachment. The City further agrees to meet with Town officials prior to or shortly after the filing of any annexation or attachment petition to discuss matters of mutual concern. If any Town is impleaded in any annexation or attachment lawsuit by a party other than the City, the Town will immediately stipulate that it does not oppose the contested annexation or attachment. The Town will also cooperate with the City on the dismissal of the Town as a party to the relevant lawsuit. The Towns agree that the City may exercise powers pursuant to Wis. Stats. §236.10(4) for the approval of all subdivision plats and land divisions (certified survey maps) within the annexation territory if the Towns breach this subsection. The City's authority under the preceding will include, without limitation, the right to require full compliance by all proposed subdivision plats and land divisions with all City land subdivision regulation ordinance requirements then in effect.

5.8 Provision of Services.

(a) Police and Fire/Rescue Services.

(i) The City of Fond du Lac is served by the Fond du Lac Police Department which provides full-time, twenty-four hour police services to the City, including K-9, S.W.A.T. and Drug Enforcement Unit, and Police Bike Patrols.

The City of Fond du Lac is served by Fond du Lac Fire/Rescue which provides full-time, twenty-four hour emergency services including emergency medical transport, fire suppression, technical rescue, hazardous materials mitigation, fire prevention, domestic preparedness, fire/EMS safety education, and fire investigation programs.

(ii) The Towns of Byron, Empire, Fond du Lac, Friendship and Taycheedah receive police services through the Fond du Lac County Sheriff's Department. The Fond du Lac County Sheriff's

Department would continue to provide police services to the Towns under the Cooperative Plan.

Fond du Lac Fire/Rescue also services the Towns of Byron, Empire, Fond du Lac, and Taycheedah.

The Town of Fond du Lac Volunteer Fire Department provides primary fire service, including the First Responder Program. The Town participates in mutual aid agreements with many of the surrounding towns, the Village of North Fond du Lac, and the City of Fond du Lac. Ambulance is provided through contracts by the City and by the Village, each in certain areas of the Town.

The Town of Empire also receives fire protection services from the Mount Calvary and Village of Eden Fire Departments. Ambulance service is provided by the Mount Calvary Fire Department EMT service and the City of Fond du Lac.

The Town of Taycheedah also receives fire protection services from the Mount Calvary and Calumet Fire Volunteer Departments. Both departments support First Responder units. Ambulance service for the Town is provided by the Mount Calvary Ambulance Service.

The Town of Friendship is provided fire protection services by joint response from the Van Dyne, Village of North Fond du Lac, and Town of Eldorado Fire Departments. Ambulance is provided through agreement with North Fond du Lac and the Towns of Eldorado, Fond du Lac, Lamartine, and Friendship.

(iii) Dispatch services are provided through contract with the Fond du Lac County E911 Communications Center to the City and Towns.

(iv) Territory annexed into the City as provided under the Cooperative Plan will receive police and fire/rescue services from the City upon annexation.

(b) Sewer and Water.

(i) The City of Fond du Lac's water supply is provided through the Fond du Lac Water Utility which is supplied by ground water that is pumped from 16 wells within and near the City.

(ii) The Towns of Byron, Empire, Friendship and Taycheedah do not have a public water system. Properties are served through private wells.

The Town of Fond du Lac constructed a public water supply system to provide municipal water service to the area generally bounded by Town Sanitary District #3. The Town entered into an

intergovernmental agreement with the Village of North Fond du Lac, which sells the water to the Town at its regular rate plus a 10% surcharge. The Town contracts with the Village for 24-hour on-call emergency services and annual maintenance services. The water system has sufficient volume and pressure to provide for both residential consumption and residential fire flows. To provide an added measure of protection for commercial fire protection, the Town installed a booster pump system to boost pressure for emergency fire flow needs. All other water service in the Town is provided by private, on-site wells.

(iii) The provision of sewer services is managed through a separate Agreement entitled "2000 Wastewater Agreement Between City of Fond du Lac, Wisconsin and Outlying Sewer Group" ("Master Sewer Agreement"). The Master Sewer Agreement defines the terms and conditions for the provision of sanitary sewers within the City and the Towns.

(iv) Territory annexed into the City as provided under the Cooperative Plan will receive sewer and water services from the City upon annexation.

(c) Other Utilities. The City and Towns are provided natural gas and electric power by Alliant Energy. Telephone service is provided by AT&T and Charter Communications. Cable television is available through Charter Communications. Various local and national companies provide internet access services.

(d) Library

(i) Library service is provided by the City of Fond du Lac Public Library to the City and the Towns of Byron, Empire, Fond du Lac, and Taycheedah. The Library has a satellite facility, FDLPL Express, which is located in the Johnson Crossing shopping center.

(ii) The North Fond du Lac Library System serves the Town of Friendship.

(iii) The Cooperative Plan does not change access to library services for the City or Towns.

(e) Parks and Recreation.

(i) The City of Fond du Lac has over two thousand acres of parks and open space areas exist in Fond du Lac. The City maintains 26 parks and other open space areas available for public recreational use, totaling 692 acres. The City's park and recreational facilities are open to individuals within the community and adjoining Towns.

(ii) Fond du Lac County is the primary source of parks and recreation within the Towns. The Town of Fond du Lac does not have any County parks. There are three bicycle/pedestrian facilities within the Town.

The Town of Fond du Lac has Simon Park, a Town park, which provides park and recreational opportunities.

The Town of Byron has Hobbs Woods which provides park and recreational opportunities.

The Town of Empire does not have any local parks to provide public access to natural areas that are present in the Town and no established trail routes are present.

The Town of Taycheedah has a County Park and town parks that provide park and recreational opportunities. These parks include Roosevelt County Park, Kiekhaefer Park, Scenic Overlook and Hermanns Park. In addition, the Town has two established trail routes.

The Town of Friendship has Highway 45 Wayside Park.

(iii) The Cooperative Plan does not alter the accessibility of existing park and recreational facilities. The provision of additional facilities in the City are provided through the development approval process and for the Towns through planning with Fond du Lac County.

SECTION 6 – UTILITIES AND ROADS

6.1 City Growth Areas.

(a) The Towns will refuse to permit sanitary sewer hookups or extensions in City Growth Areas prior to annexation or City permission.

(b) The parties acknowledge that there exists a separate Agreement entitled "2000 Wastewater Agreement Between City of Fond du Lac, Wisconsin and Outlying Sewer Group" ("Master Sewer Agreement"). The parties further acknowledge that the Master Sewer Agreement defines the terms and conditions for the provision of sanitary sewers within the City and the Towns. Unless specifically stated to the contrary in this Cooperative Plan, the terms and conditions of the Master Sewer Agreement and any subsequent sewer agreements will control the provision of sanitary sewer service within the City and the Towns.

(c) The Towns will utilize any planning and construction standards proposed by the City for new or reconstructed roads, utilities, and other public facilities in these areas, which are based upon the ultimate development capacity of said areas. The preceding does not apply to the maintenance or repair of existing roads.

6.2 Town Growth Areas.

(a) The City will permit, without requiring annexation or attachment, extension of sanitary sewer services within the Town Growth Areas as provided in the Master Sewer Agreement and any subsequent Master Sewer Agreement and cooperate fully with extension of sanitary sewer services by the Towns or their sanitary districts, provided that the design and operations plans are consistent with the provisions of the Master Sewer Agreement, any subsequent Master Sewer Agreement, this Cooperative Plan, and the relevant Town's comprehensive plan.

(b) The Towns will plan sewer service growth areas in conformance with their comprehensive plans and the Master Sewer Agreement and any subsequent Agreements.

6.3 City/Town Road Boundaries. Where a road is proposed in an annexation to serve as a boundary between the City and a particular Town, the governments will discuss the exact location of the boundary in order to avoid jurisdictional confusion over the governmental services to be provided within or by way of that segment of highway. The particular Town will cooperate with the City on the City's reconstruction of the road to urban standards, including sidewalks, streetlights, curb and gutter, asphalt or concrete, according to the City's capital improvement program. The City must obtain the Town's consent before the Town is financially obligated to pay for any portion of the reconstruction of the relevant road.

SECTION 7 – DEVELOPMENT IN GROWTH AREAS

7.1 City Growth Areas.

(a) The Towns will cooperate to maintain currently undeveloped lands in an undeveloped state, in order to preserve them for future City development. It is acknowledged that City development of such lands may be gradual, extending over several decades.

(b) The Towns will discourage premature development by imposing and maintaining zoning classifications that do not permit, or that discourage, such development and by informing their assessors of the nature of this Cooperative Plan so that assessments consistent with preserving land until needed by the City are promoted to the extent allowed by assessment laws.

(c) The Towns will approve changes in zoning classifications only after consultation with, and the agreement of, the City. Consultation by the Towns, and the agreement or disapproval of the City, shall be in writing. Failure of the City to respond within 45 days of notice will be deemed an approval. Failure of a Town to abide by the City action of disapproval will void the subject amendment. The City and Town will consider the City's future land use and zoning plans when it considers these zoning classification change requests. The Towns agree to continue to enforce the limited development allowed under agricultural preservation zoning.

(d) To the extent authorized by law, the Towns will refuse to approve certified survey maps or platted subdivisions unless the City consents to the land divisions.

Failure of the City to respond within 45 days of notice will be deemed an approval. Failure of a Town to abide by the City action of disapproval will void the subject amendment of the approved CSMs or subdivision plats. As part of the City's review process, the City will consider whether the proposed division will block further development or create a de facto subdivision that doesn't comply with City standards.

(e) The Towns will require that the limited development permitted under this Cooperative Plan in City Growth Areas meet the City lot standards and will have the required right of way dedication per City standards to allow for future improvements.

7.2 Town Growth Areas.

(a) The City will not unreasonably withhold approvals necessary under applicable State, County, and local laws, regulations, or ordinances to all divisions of land, sewer extensions, or other development-related matters, provided such development occurs in accordance with this Cooperative Plan and all other applicable statutes, ordinances, and regulations. City objections must be stated in writing and with specificity.

(b) The Towns will implement development within their respective Town Growth Areas generally consistent with each Town's Comprehensive Plan.

(c) The Towns will provide notice to the City prior to new commercial or industrial development (including billboards), abutting or within 300 feet of Federal or State highways. The City will comment on the development plans to assure highway accessibility, aesthetics, and appropriate building design, site landscaping as well as paved surfaces for drives and parking.

7.3 Extraterritorial Jurisdiction. The parties acknowledge that the City has been exercising its statutory extraterritorial zoning and land division review authority throughout the various Towns pursuant to Wis. Stats. §62.23(7a), §236.10(1)(b) and §263.02(5).

(a) The City may continue to exercise its extraterritorial jurisdiction throughout the City Growth Areas, subject to the provisions of this Cooperative Plan.

(b) The City waives its extraterritorial land division review authority and other extraterritorial jurisdiction powers throughout the Town Growth Areas.

(c) The City also waives its extraterritorial land division review authority and other extraterritorial jurisdiction powers throughout the Undesignated Territory described in Section 9, provided the Towns actively participate in the Intergovernmental Advisory Committee, set forth below in Section 10. Active participation means attendance at meetings, generally complying with their respective comprehensive plans, sharing of information regarding development within the undesignated areas and meaningful discussions as to such developments as they relate to this Cooperative Plan and the need for possible amendment.

(d) The City and the Towns shall record with the Fond du Lac County Register of Deeds resolutions providing for the waiver of the City's extraterritorial jurisdiction powers described in this Cooperative Plan.

(e) The City shall not rescind the waiver for the duration of this Cooperative Plan. The parties acknowledge and agree that the various review and approval requirements contained in this Cooperative Plan replace the City's extraterritorial review and approval powers authorized by Wis. Stats. §62.23(7a) and Chapter 236 of the Wisconsin Statutes.

SECTION 8 – TOWN ISLANDS

8. 2 Future Functional Town Islands.

(a) Town islands that are created during this Cooperative Plan as a result of development within City Growth Areas that have frontage access to roads and utilities may be attached upon request/determination of the City Community Development Director. The timeline for such attachments is 24 years or whenever the island has frontage on city utilities, whichever occurs later.

(b) For purposes of this Cooperative Plan, a functional town island occurs when either man-made or natural barriers, employed in conjunction with City Corporate boundaries, isolate a portion of a Town. In determining whether an area is sufficiently isolated so as to constitute a function town island, the parties shall consider:

(i) The extent to which lakes, rivers, and political boundaries isolate the area from the balance of the Town,

(ii) The extent to which natural barriers, manmade barriers, and political boundaries of the City isolate the area from the balance of the Town, or

(iii) The extent to which, for all practical purposes, the area is cut off from the remainder of the Town.

(c) The parties agree to attempt to avoid creating town islands as they review and approve future developments.

SECTION 9 - UNDESIGNATED TERRITORY

9.1 General Provisions Applicable to Undesignated Territory. Territory that is not identified as City Growth Areas, Town Growth Areas, or Attachment Areas shall remain undesignated territory ("Undesignated Territory"). This Undesignated Territory is subject to future annexations (but not attachments), subject to the terms and conditions set forth in Sections 9.2 thru 9.5. The terms and conditions of Sections 9.2 thru 9.5, supersede any statutory provisions applicable to annexations, whether these statutory provisions are in existence upon the effective date of this Cooperative Plan or subsequently adopted. Future annexations from the Undesignated Territory must strictly comply with the provisions of Sections 9.2 through 9.5. Except as expressly stated otherwise in this Cooperative Plan, there are no restrictions on development within the Undesignated Territory. The Towns shall generally follow their Land

Use or Comprehensive Plan in approving proposed zoning changes, conditional use permits, and land divisions. The City shall not object under Section 18 to land divisions or rezonings adopted by the Towns which are generally consistent with the Towns' Comprehensive Plans.

9.2 Annexations of Undesignated Territory. The City agrees that annexations of land are subject to the following provisions, which constitute contractual preconditions to annexation:

(a) The area to be annexed is already a functional town island that is substantially surrounded by existing City boundaries; or

(b) The proposed annexation involves a development that would produce a significant number of new jobs or tax base in the greater Fond du Lac community in the immediate future following the proposed annexation. The employment base of both the City and the Towns that are signatory to this Cooperative Plan shall be used to determine whether the proposed annexation involves a development that would produce a significant number of new jobs or tax base in the greater Fond du Lac community in the immediate future following the proposed annexation; or

(c) The proposed development requires municipal services that cannot be provided by the relevant Town including, without limitation, municipal sewer and water, roads and related urban services.

9.3 Further Annexation Restrictions. In addition to the restrictions described in Section 9.2, the City agrees to the following additional contractual preconditions:

(a) The annexation petition must be unanimous and the annexation territory must encompass only the minimum acreage necessary and/or economically feasible for the relevant project; and

(b) The City will reimburse the relevant Town or Sanitary District for infrastructure investments pursuant to the adjustment provisions of Wis. Stat. §66.0235 and any contractual requirements under the 2000 Wastewater Agreement and any subsequent Agreements; and

(c) The City shall make annual payments to the relevant Town, for up to five (5) years, in an amount equal to the property taxes that the relevant Town would have received had the property remained in the Town at the pre-annexation undeveloped asset valuation.

(d) Town will help communicate the deferred assessment process under state law to affected town residents and let them know their options.

9.4 Conservation/Preservation/Environmentally Sensitive Area Language. C/P/ESA areas within a landscape that encompass especially valuable natural resource features should be protected from development. Under this Cooperative Plan, the Town of Empire and City will work together to preserve the Niagara Escarpment. Preservation of the Niagara Escarpment may be obtained through a variety of land use tools including, but not limited to buffer areas, overlay districts, conservation subdivisions, and conservation easements. The method of preserving the Niagara Escarpment shall be determined by the Town.

9.5 Limitation on Development. The Town of Fond du Lac agrees to defer commercial or industrial development along Town Line Road, Highway 151 lane to the City of Fond du Lac as shown in Exhibit C.

SECTION 10 – INTERGOVERNMENTAL COOPERATIVE PLAN ADVISORY COMMITTEE

10.1 Creation of the Intergovernmental Agreement Advisory Committee. The City and Towns shall establish a committee with twelve (12) members, to be known as the Intergovernmental Agreement Advisory Committee. The Committee shall include two (2) representatives from each community. Members of the Advisory Committee shall serve at the pleasure of their respective appointing authorities.

Land uses in the Towns and the City, have, historically, often resulted from decisions and actions of other entities, public and private. As a result, the Towns and the City have often reacted to forces driving land use decisions rather than anticipating and influencing those forces. Further, the Towns and the City have met only infrequently. The Advisory Committee allows the Towns and the City to jointly plan for development within the areas subject to this Cooperative Plan. The Advisory Committee provides a mutually beneficial framework for joint discussion and planning; and that will lead to a reduction in adversarial tension and promote intergovernmental cooperation, planning, and problem solving for more efficient delivery of municipal services. Land use planning provides predictability and certainty to property owners. It serves as a guideline for the future use of property and future actions by elected officials and governing bodies. Planning enhances the ability of property owners to make decisions about investment, use, and maintenance of their land.

(a) Meeting Times.

(i) The Advisory Committee shall meet annually or as otherwise needed as identified by the Committee. Meetings can be called by any party if there is a question regarding activities in the Undesignated Areas. The first meeting of the Advisory Committee will be held 45 days from the complete execution of this Cooperative Plan. Meetings must be held to discuss any development that exceeds that permitted under the existing zoning or requests to consider annexation by the City under Section 5.2 (e.g. Agricultural land preservation, sparse development to residential subdivision).

(b) Responsibilities. The Committee shall have the following responsibilities:

(i) To facilitate the implementation of the Cooperative Plan during the duration of the term of the Cooperative Plan.

(ii) To undertake reasonable efforts to foster, maintain, and enhance communication and cooperation between the Towns and the City in regards to land use planning and development.

(iii) To identify when there is a need to amend the Cooperative Plan and initiate the formal process of amending the Cooperative Plan.

1. The need to amend the Cooperative Plan may include, but is not limited to: a change in the economy which generates additional development demand beyond those planned for under this Cooperative Plan; changes in the Outlying Sewer Group (OSG) sanitary district boundaries that result in the need to align sanitary districts with growth areas.

2. Amendments to the Towns' comprehensive plans may result in a need to amend this Cooperative Plan.

(iv) To monitor and prevent the creation of town islands that would likely exist at the expiration of this Cooperative Plan. Further, to refer any such potential islands for consideration of amendment of this Cooperative Plan.

SECTION 11 – SEVERABILITY

If any section, paragraphs, or portion of this Cooperative Plan is deemed by any court having lawful jurisdiction of the subject matter of the Cooperative Plan to be void, voidable or invalid for any reason, the relevant court is hereby authorized to substitute alternative provisions in order to implement the parties' intent. If the relevant court declines to substitute alternative language, the parties shall resort to the dispute resolution provisions of Section 18 for the purpose of substituting non-offending language. Resort to the dispute resolution provisions of Section 18 include both mediation and, if mediation is unsuccessful, arbitration.

SECTION 12 – REFERENCES

Any references in this Cooperative Plan to any particular agency, organization, or official shall be interpreted as applying to any successor agency, organization, or official or to any other agency, organization, or official to which contemplated functions are transferred by statute or ordinance. Any references in this Cooperative Plan to any particular statute or ordinance will be interpreted as applying to such statute or ordinance as recreated, renumbered, or amended from time to time.

SECTION 13 - COMPLETE COOPERATIVE PLAN

This Cooperative Plan is the complete Cooperative Plan of the parties with respect to the matters covered by this Cooperative Plan and it shall supersede all prior Cooperative Plans or municipal policies to the contrary. No Cooperative Plans, promises, or representations made during or in connection with the negotiations for or approval of this Cooperative Plan shall be binding or effective unless they are included herein. This Cooperative Plan may be filed with the Register of Deeds of Fond du Lac County. This Cooperative Plan may be used in litigation and may be introduced into evidence by either party without objection in any action to enforce the terms of this Cooperative Plan.

Other Cooperative Plans. Except as specifically provided herein, this Cooperative Plan does not supersede prior or other contracts, Cooperative Plans, Court Decisions, or Arbitration Awards between the parties. All other intergovernmental Cooperative Plans among the parties, or any

combination of the parties remain in full force and effect, including without limitation, the Master Sewer Agreement. Nothing in this Cooperative Plan is intended to expand the rights of the parties under the Master Sewer Agreement. All rights are reserved.

SECTION 14 – AUTHORIZATION

This Cooperative Plan shall not take effect until approval by the City and Towns' governing bodies as well as the Wisconsin Department of Administration pursuant to Wis. Stat. §66.0307.

SECTION 15- IMPLEMENTATION

The City and Towns shall take such actions as may be necessary or desirable to implement and effectuate the provisions and the intent of this Cooperative Plan.

SECTION 16 – TERM OF COOPERATIVE PLAN

The parties acknowledge that the Master Sewer Agreement is subject to review and continuation in 2020. The parties further acknowledge that the likely review period for the Master Sewer Agreement will be 20 years from 2020 through 2040 ("Review Term"). Therefore, the term of this Cooperative Plan shall be the earlier of either (a) 30 years, or (b) the Renewal Term of the Master Sewer Agreement. No breach or violation of any of the terms of this Cooperative Plan shall operate to void or terminate this Cooperative Plan, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined, or otherwise remedied by exercise of any lawful, contractual enforcement remedies then available to be utilized by the aggrieved party to enforce the terms of the Cooperative Plan.

SECTION 17 – BINDING EFFECT

This Cooperative Plan shall inure to the benefit of and be binding upon the City and Towns hereto, as well as their respective heirs, successors and assigns. Its enforceability will not be affected by changes in the forms of the City or Town government, or changes in elected officials.

SECTION 18 – DISPUTE RESOLUTION

All disputes over the interpretation or application of this Cooperative Plan shall be resolved according to the following dispute resolution procedures:

(a) If the dispute cannot be resolved by the parties directly involved, the parties will conduct the following mediation process before invoking formal arbitration:

(i) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.

(ii) Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five days of the request for a mediator, a qualified mediator will be chosen from the Roster of Dispute Resolution Providers maintained by the Wisconsin Boundary Review Division of the Wisconsin Department of Administration. If the parties cannot agree upon a mediator, they will request an initial panel of five (5) persons, who are all listed on the Roster. Each party will have two

(2) strikes from the initial panel. The parties may agree to an alternative method for the selection of the single mediator.

(iii) The mediation session shall take place within 30 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.

(iv) In the event that a mediator is used, each party will provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least 10 days prior to the first scheduled mediation session. The parties will also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require either party to supplement such information.

(v) The mediator does not have authority to impose a settlement upon the parties but will attempt to help the parties reach a satisfactory resolution of their dispute. The mediation session(s) are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties will maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding, views expressed or suggestions made by the other party with respect to a possible settlement of the dispute, or admissions made by the other party in the course of the mediation proceedings.

(vi) The expenses of a mediator, if any, shall be borne equally by the parties.

(b) If unresolved after (a) above, the parties will submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree on an arbitrator they will request a five (5) person panel list from the Wisconsin Boundary Review Division of the Wisconsin Department of Administration from the Roster of Dispute Resolution Providers, which said Roster may be updated from time to time. Each party will have two strikes from the five (5)-person panel. The parties may agree to an alternative method for the selection of the single arbitrator.

(c) The City and the Towns will be responsible for the fees of their own arbitrator and will equally divide the fees of the third arbitrator, as well as the costs of court reporters, if any. The City and the Towns will be responsible for their own attorneys' and expert fees.

(d) The arbitration panel will not be bound by rules of evidence or the substantive, internal laws of Wisconsin. The award of the panel is final and binding, and will be enforceable at law. The arbitration provisions of Chapter 788 of the Wisconsin Statutes will apply to the arbitration proceedings, unless the parties agree on different arbitration procedures.

(e) The parties agree that arbitration proceedings must be instituted within two (2) years after the claimed breach occurred if reasonably discoverable or from date of discovery, if not reasonably discoverable, and that the failure to institute

arbitration proceedings within such period shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

SECTION 19 – COOPERATION WITH GOVERNMENTAL AGENCIES

19.1 Advancement of Mutual Interests. The parties acknowledge that in order to effectively implement this Cooperative Plan, it may be necessary to obtain the cooperation and approval of other governmental agencies, including but not limited to, the East Central Wisconsin Regional Planning Commission, the Wisconsin Department of Natural Resources, and the Wisconsin Department of Transportation. In all matters necessary to implement this Cooperative Plan, the parties agree to seek the cooperation and approval of all relevant agencies. To the extent practicable, the parties will, where necessary to obtain such required approval, submit a single, joint request or other appropriate document requesting the approval.

19.2 Examples of Joint Requests. Examples of joint requests that may require the cooperation of the parties include, but are not limited to, the following:

(a) Approvals to size and cost sharing of future sanitary sewer extensions to accommodate anticipated growth over a period of 50 years, rather than the usual 20-year planning.

(b) Approvals to size and cost sharing of future wastewater treatment plant capacity improvements to accommodate anticipated growth over a period in excess of usual planning periods, or to plan for staged capacity increases to accommodate anticipated growth several decades in advance.

(c) Approvals for access to Federal, State, or County roadways.

(d) Storm water management, soil erosion control, wetlands, and woodlands management.

(e) Approvals required by East Central Regional Planning Commission, including, without limitation, amendments to sewer service area boundaries and land exchanges between Growth Areas.

SECTION 20 – MISCELLANEOUS PROVISIONS

20.1 Amendments. This Cooperative Plan may be amended, from time to time, by mutual consent of all parties hereto. Any party wishing to propose such an amendment will give written notice to all other parties. The notice will identify the proposed amendment and the reasons supporting such amendment. Within 30 days after receipt of the notice, the parties will meet to discuss and, if necessary, negotiate the proposed amendment. If, after 90 days, the parties are unable to agree upon and approve the proposed amendment, it shall be automatically deemed to have been withdrawn and shall not thereafter be proposed for a period of one (1) year after the date of the initial notice, unless a majority of the parties jointly re-submit it for consideration. The preceding does not apply to an amendment that affects only a particular Town or the City.

20.2 Enforceability. The parties have entered into this Cooperative Plan under the authority of Sections 60.23(1), 66.0307, and 66.0301 of the Wisconsin Statutes, or as subsequently amended. Its enforceability will not be affected by statutory amendments, changes in the forms of City or

Town government, or changes in elected officials. The parties agree that this Cooperative Plan be construed so as to be binding on their respective successors, agents, and employees.

20.3 No Waiver. The failure of any party to require strict performance with any provision of this Cooperative Plan will not constitute a waiver of the provision or of any of the parties' rights under this Cooperative Plan. Rights and obligations under this Cooperative Plan may only be waived or modified in writing. Any writing waiving or modifying a right must be signed by the party waiving or modifying the right. If an obligation of a party is being waived or released, the writing must be signed by all affected parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party. Waivers and releases will affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other party that did not sign the waiver or release.

20.4 Performance Standard. This Cooperative Plan requires the parties to act or to refrain from acting on a number of matters. The parties hereby acknowledge that this Cooperative Plan imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval will not be unreasonably withheld.

20.5 No Third Party Beneficiary. This Cooperative Plan is intended to be solely between the signatories set forth on the following pages. Nothing in this Cooperative Plan grants any third party beneficiary rights to any non-party that may be enforced by any non-party to this Cooperative Plan.

20.6 Construction. This Cooperative Plan shall be liberally construed to accomplish its intended purposes. The parties acknowledge that the language contained in this Cooperative Plan is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. If any term, section, or other portion of this Cooperative Plan is reviewed by a court or other judicial or quasi-judicial entity, such entity shall treat this Cooperative Plan as having been jointly drafted by both the City and the Towns. This Cooperative Plan should be construed to give a reasonable meaning to each of its provisions, and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.

20.7 Recordation. This entire Cooperative Plan shall be recorded by the parties with the Fond du Lac Register of Deeds. The costs of recording shall be shared equally by each of the signatories to this Cooperative Plan.

20.8 Counterparts. This Cooperative Plan may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original. Facsimile and digital signatures constitute the same as an original.

SECTION 21 – EXHIBITS

21.1 List of Exhibits. This Cooperative Plan includes by incorporation the following exhibits:

(a) Exhibit A: City-Town Growth Area Map

(b) Exhibit B: City Boundary Adjustments

(c) Exhibit C: Town Lane

SECTION 22 – ADOPTION

IN WITNESS WHEREOF, the City and Towns certify that this Cooperative Plan, including all exhibits, has been duly approved by their respective governing bodies in accordance with State and local laws, rules and regulations, and each has caused their duly authorized officers to execute this Cooperative Plan on the dates written before their respective signatures.

[This area left blank intentionally.]

CITY OF FOND DU LAC

The undersigned officers of the City of Fond du Lac have executed this Cooperative Plan pursuant to a duly adopted resolution of the City Council dated _____.

By:_____ Date: _____
City Manager

By: _____ Date: _____
City Clerk

[This area left blank intentionally.]

TOWN OF BYRON

The undersigned officers of the Town of Byron have executed this Cooperative Plan pursuant to a duly adopted resolution of the Town Board dated _____.

By:_____ Date: _____
Chairman

By: _____ Date: _____
Clerk

TOWN OF FOND DU LAC

The undersigned officers of the Town of Fond du Lac have executed this Cooperative Plan pursuant to a duly adopted resolution of the Town Board dated _____.

By:_____ Date: _____
Chairman

By: _____ Date: _____
Clerk

[This area left blank intentionally.]

TOWN OF EMPIRE

The undersigned officers of the Town of Empire have executed this Cooperative Plan pursuant to a duly adopted resolution of the Town Board dated _____.

By:_____ Date: _____
Chairman

By: _____ Date: _____
Clerk

[This area left blank intentionally.]

TOWN OF TAYCHEEDAH

The undersigned officers of the Town of Taycheedah have executed this Cooperative Plan pursuant to a duly adopted resolution of the Town Board dated _____.

By:_____ Date: _____
Chairman

By: _____ Date: _____
Clerk

[This area left blank intentionally.]

TOWN OF FRIENDSHIP

The undersigned officers of the Town of Friendship have executed this Cooperative Plan pursuant to a duly adopted resolution of the Town Board dated _____.

By:_____ Date: _____
Chairman

By: _____ Date: _____
Clerk

[This area left blank intentionally.]

EXHIBIT “A”

Map Identifying City and Town Growth Areas

See attached

EXHIBIT “B”

Map Identifying City Boundary Adjustments

See attached

EXHIBIT “C”

Map Identifying Town of Fond du Lac deferred commercial or industrial development along Town Line Road Highway 151 lane to the City of Fond du Lac.

See attached

CITY COUNCIL MEETING AGENDA
CITY OF FOND DU LAC, WISCONSIN

Title: Ordinance No. 3628

Subject: An Ordinance Amending Chapter 216-22 Keeping Of Honeybees
Introduction: City Attorney

Initiator:

Recommendation:

ATTACHMENTS:

File Name

3628_Amend_Bee_Ordinance.clean.pdf

Memo_on_Honey_bee_training_amendment.1.18.17.pdf

ORDINANCE NO. 3628

AN ORDINANCE AMENDING CHAPTER 216-22 KEEPING OF HONEYBEES

THEREFORE, the City Council of the City of Fond du Lac do ordain as follows:

Section 2. That Chapter 216-22 (E,)., Education, is hereby amended to as follows:

Education. The permit applicant will complete a beekeeping education/training from a local technical college, university, other appropriate organization or online training. Proof of education/training shall be provided with the permit application.

Section 2. Any person violating the provisions of this Ordinance shall be subject to the penalty provided in Section 1-4 of the Code.

Section 3. The appropriate City officials are hereby authorized and directed to take such action as is necessary to effectuate the terms of this Ordinance.

Section 4. All other ordinances and resolutions inconsistent with the provisions of this Ordinance are hereby repealed.

Section 5. This Ordinance shall take effect and be in force upon its passage and publication as provided by law.

ADOPTED:

_____

Lee Ann Lorrigan, President
Fond du Lac City Council

Attest:

_____

Margaret Hefter, City Clerk

City Attorney:

Reviewed DSRM

CITY OF FOND DU LAC - Memorandum

City Attorney/Human Resources Department

Date: January 18, 2017

To: Joseph Moore, City Manager

From: Deborah Hoffmann, City Attorney/Director – Human Resources

Re: Honey Bee Ordinance Update

Our current City Ordinance that creates a permit for urban beekeeping has a requirement that all prospective beekeepers complete training at a local technical college or university. Currently, no such course is available at any local technical college or university. I am proposing an amendment to our ordinance so that comparable trainings that could be taken online or thru other organizations can serve the same purpose of providing training to new beekeepers.

A local beekeeping organization, East Central Wisconsin Beekeepers Association, has created a class for beginning beekeepers which will be held next month. More information about the course is available at www.dsbees.com.

CITY COUNCIL MEETING AGENDA
CITY OF FOND DU LAC, WISCONSIN

Title: Lead Pipes

Subject: Presented By: Director of Public Works

Initiator:

Recommendation:

ATTACHMENTS:

File Name

Lead_Council_Memo_clean.rev._1-24.pdf

Lead_Services_FAQs_1-17.pdf

Cleaned_Draft_of_Mandatory_Ordinance_1.24.17.pdf

Lead_Voluntary_Ordinance_1_24_17.pdf

CITY OF FOND DU LAC – Memorandum

Director of Public Works

Date: January 24, 2017

To: City Council

From: Jordan Skiff, Director of Public Works

Re: Lead Water Services Ordinance

At Wednesday's meeting, you will be asked to consider three options regarding the replacement of the private side of lead service lines. One option will be the status quo, another will be the voluntary replacement of lead service lines and the third will be the mandatory replacement of lead service lines. I will make a presentation explaining each of these. Should you authorize mandatory replacement, we have drafted a new ordinance for your consideration, mandating that the private side of a lead service line (LSL) be replaced when the public side is replaced. We discussed this concept at your meeting on November 9, 2016. It is our recommendation to implement mandatory replacement.

Here is a summary of the issues leading us to propose this program, a summary of some financial considerations, and a summary of the program itself. More information can be found in a lengthier list of Frequently Asked Questions (attached).

Background

1. The presence of lead in drinking water presents significant health hazards to humans, especially to children under the age of six and pregnant mothers.
2. Many homes built before 1950 contain lead in the water service that serves the home, in solder connecting those pipes, or in the actual interior plumbing fixtures, and this lead may leach from the pipes into the water.
3. According to City records, almost 3,000 LSLs remain in the City, where both public and private sides contain lead. For an estimated 1,500 additional homes, the public portion has been replaced but the private segment still contains lead.
4. Past City practice has been to replace the public portion of LSLs (between the water main and the curb stop), but to leave the privately-owned portion as it is on private property.
5. Recent research shows that *partial* replacement like this can actually lead to elevated levels of lead in the water, as lead is disturbed during the construction project.
6. For this reason, this year the EPA is expected to issue new regulations, mandating that when the public portion of a LSL is replaced, the private segment must be, too. This regulation could be implemented as soon as 2019. This approach is already strongly recommended by the DNR and EPA, even if it's not law yet. So even though our water

meets current quality standards, in order to further protect the health of our customers, we also strongly recommend implementing this practice immediately in the City.

Financial Considerations

1. It costs an estimated $3,000 to replace the private segment of an LSL. This is based on statewide estimates, and is consistent with feedback from two local plumbers.
2. The Water Fund is used annually to replace the public portion of LSLs in our street projects, with none of these costs currently assessed. However, PSC (Public Service Commission) rules do not allow water utilities to use ratepayer dollars for work on private property. The PSC has said it would be an "unwise precedent" to allow utility charges to be put toward a subsidy which clearly and directly benefits a specific group of private property owners. The League of Wisconsin Municipalities (LWM) has made a commitment this year to lobby the legislature for relief on this rule so that municipal water utilities can use rate payer generated revenues to help homeowners pay for replacing private lead service laterals.
3. We have secured a Safe Drinking Water Loan (SDWL) of $300,000 for 2017 to help pay for the private portion of LSL replacement. We qualify for principal forgiveness, essentially making this more of a grant than a loan. It can be used for up to two years.
4. For cities that have required private LSL replacement by ordinance but pays part of the costs, they have taken two general approaches: a city program where the city solicits quotes from qualified plumbing contractors, and either reimburses the homeowner or pays part of the plumber's costs—but the contract is between the homeowner and the contractor—or a city contract where the city pays the contractor and assesses the property owner for his/her share of the costs. The first approach doesn't require the city to front the money and keeps some extra expenses (Davis Bacon wage rates, for example) from applying, but relies more on the property owner to participate in the program. The second approach puts more of the responsibility on the city, but makes it easier for the homeowner to participate (assessments can be paid over several years, etc.).
5. It does not appear that cities can borrow for work that is to be done on private property, so if Fond du Lac were to front the money for a program like this, it could not come from borrowing (or again, from the Water Fund).

Program Summary. With these constraints in mind, I recommend that the City Council authorize a program and an ordinance, summarized as follows:

1. Due to the elevated lead hazard that may result from a partial LSL replacement, the ordinance mandates that anytime the public portion is replaced (almost always as part of a street/utility project or when a leak occurs in an LSL), the private portion will be replaced, too.
2. The City will offer a cost share for the private LSL replacement for eligible and participating homes, up to 1/2 of the cost. This is offered only in cases when grant or loan funding is secured by the City (as it is for at least 2017). If 236 homes are eligible in 2017 and 2018 (as estimated), this would work out to a City cost-share of $1,270 per home, and a homeowner share of $1,730. If fewer homes qualify or participate in the cost share, it may increase for the remaining homes.
3. At least 45 days before a contract is to begin, the City would notify homeowners of this program, noting whether we believe their service contains lead. The property owner will

be invited to confirm the material of the service coming to the basement water meter, and will be invited to participate in a City contract to replace the private LSL. They will have 10 days from the date of the notice to notify the City of their participation.

4. The City would solicit bids from licensed and prequalified master plumbers for this replacement, and enter a contract (separate from the street/utility contract) to complete the work.
5. City inspectors would confirm the material of each water service completed under a street/utility project, so that only confirmed LSLs are part of the program for the private services.
6. The City would pay the contractor as the work is completed, using the SDWL for the local share and fund balance or another source to front the homeowner's share. The homeowner's share would be assessed following our standard procedures (can be paid back over five years if the assessment is over $500, etc.).
7. If a property owner confirms that they will participate in the program but want to hire a plumber outside of the program, they won't qualify for the City cost share. The work should still be done at the same time as the City street/utility project to avoid high lead levels.
8. If a homeowner confirms that they will participate in the program but have a valid reason for a delay, an extension of up to six months can be granted as long as the property owner installs water filters and takes other recommended actions to reduce the occupants' exposure to lead.
9. If a property owner contests the program or doesn't respond at all, citations can be issued as soon as the new *public* service is completed. In extreme cases (where the City can prove an imminent threat to the health, safety or welfare of the public), water for noncompliant homes could be disconnected.

We understand that this program will create a financial burden for many of our residents, and hope that future funding sources or financial flexibility will allow us to relieve more of that burden. Either way, however, we believe that the lead lines providing water to our customers' homes should be free of lead as soon as possible, and this seems to be the City's most prudent way of accomplishing that.

Feel free to contact me at 322-3472 to discuss this matter further.

City of Fond du Lac

Frequently Asked Questions

about

Lead in Fond du Lac Drinking Water

Public Works Department

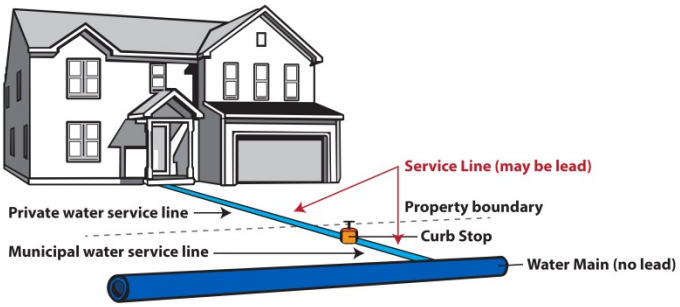
January 23, 2017

If I am concerned about lead in my drinking water, what can I do to minimize exposure?

- Check by looking at pipe material where it first enters the building – typically a basement wall or floor facing the street. The material of pipe where it immediately enters the home usually indicates the same material continues to the terrace curb stop.
- Confirm the age and material of the water service in the right of way by contacting the City.
- Have your water tested for lead and other metals.
- Purchase a filter for your water.
- Have children (especially under age six) and pregnant women tested for lead poisoning.
- Use cold water for cooking or drinking (hot water tends to corrode pipes more).
- Run water for two to three minutes first thing in the morning. This tends to flush out metals that may have settled.
- Draw and refrigerate a large jug of water in the evening for use first thing in the morning.
- Inspect and clean out your faucet aerator, where flecks of metal may be caught.

Does Fond du Lac's drinking water contain lead? Although the water in Fond du Lac's wells and treatment plants does not contain lead, many of the services to our homes—and plumbing in the homes themselves—include lead pipes or solders (LSLs, or Lead Service Lines). So the water coming out of plumbing fixtures in some people's homes may contain traces of lead.

How many services in Fond du Lac contain lead? Water services (the small pipe between water mains and your home) have both a public and private component. The segment between the street and the curb stop (the small valve usually found in your terrace) is owned by the City, and is called the municipal water service line. (Those containing lead will be referred to as a "City LSL" here.) The segment beyond the curb stop is the private water service line ("Private LSL", if they contain lead). There are currently 2,986 City LSLs in the city. Hundreds of Private LSLs have remained when the corresponding City LSL was converted to a different material. The city has limited records of which Private LSLs.



How can I know whether my service contains lead? Homes built after 1950 should not have lead service lines. For older homes, this link (https://gis.fdl.wi.gov/arcgis/apps/webappviewer/index.html?id=95398eed0c4f42a3b063c8ca87a15d87) shows the City LSLs that remain. Feel free to contact 920-322-3680 to find out if your home is one that the city records as having a Private LSL. If there are no records, a licensed plumber can check a pipe where it enters your home to confirm its material.

Who is responsible to maintain or replace water services? The City is responsible to maintain (and replace, if necessary) City LSLs. The property owner is responsible for Private LSLs. Wisconsin's Public Service Commission *prohibits* the use of water utility funds to be used on private property, so the city cannot use the Water Fund to replace Private LSLs. However, the City has been awarded a Safe Drinking Water Loan for 2017 that could be used to pay at least a share of the costs to replace Private LSLs.

What has Fond du Lac done in the past to reduce lead in drinking water?

- For many years, Fond du Lac added polyphosphates to its water to prevent corrosion. Corrosion may allow some lead and copper to leach out of services that contain these metals, entering the water supply. Polyphosphates were no longer added to our water system starting in 2012, as a new filtration system now sequesters the iron that had created the need for polyphosphates in the past.
- Over the past decade, we have replaced Public LSLs as part of annual street projects. An estimated 1,200 services have been replaced, or about 30% of the total.

What steps is the city planning to take to reduce or eliminate lead in water services?

- Continue to replace City LSLs as part of our annual street projects.
- For 2016, property owners with Private LSLs were notified that a street project was replacing the City LSL in front of their home. It was recommended that the property owner replace their Private LSL, as well.
- A Safe Drinking Water Loan was obtained for 2017 that can assist in implementing a **private lead replacement program**. This program could be used to provide a City cost share for owners to replace their Private LSL when the City LSL is replaced. Homes with a confirmed Private LSL would be eligible. It makes sense to replace the Private LSL if the City LSL has been or is being replaced.
- An ordinance is being proposed in early 2017 to mandate the replacement of Private LSL when a City LSL is being replaced.
    - The EPA is expected to require this by law as soon as 2019, and highly recommends that this practice be adopted immediately (even before it is mandated).
    - Property owners would be notified no less than 45 days before a street project would begin, and would be invited to confirm the material of their water service.
    - They would also be invited to participate in a City contract to replace Private LSLs.

    - A City inspector will confirm the material of all water services at the right of way as part of the street project. If lead is found where it wasn't expected—or is not found where it was expected—the property owner will be notified accordingly.
    - If the City obtains grant or loan funds (as in 2017), a City cost share of no more than half the cost of replacing the Private LSL may be offered.
    - Property owners would have to the option to contract with a licensed and preapproved plumber of their choice, but would then not be eligible for a City cost-share.
    - Eligible and participating property owners would be assessed for their share of costs in accordance with the City's standard assessment procedures.
    - Property owners may be eligible for a six-month extension to replace their Private LSL if they have a legitimate reason and take steps to control the occupants' exposure to lead (purchasing a filter, following recommended steps, etc.).
    - Property owners may be cited if they neither get an extension nor replace their Private LSL when the City LSL is replaced.
- If required by the DNR, reestablish a corrosion control program to minimize the lead leaching out of these services and private plumbing.
- Continue to sample DNR-approved homes to investigate whether lead exposure is a problem in a significant number of our homes. (This sampling rotation in 2016 showed that we are in compliance with DNR standards.)

With the recent attention that has been brought to this issue, is Wisconsin DNR or the U.S. EPA considering any changes?

- Yes. The DNR is offering principal forgiveness for Clean Water Fund Loans to disadvantaged communities to replace Private LSLs (basically turning it into a grant instead of a loan). Fond du Lac qualifies as a disadvantaged community, and has obtained this funding for 2017.
- The enforcement standard for lead is likely to become stricter. Currently, communities are only *required* to conduct a public education program and install system-wide corrosion control if 10% or more of homes sampled exceed lead levels of 15 parts per billion (ppb). The National Drinking Water Advisory Council (NDWAC) has recommended that the EPA reduce this to **zero ppb**, so *any* detection of lead may force cities to establish a lead-abatement program. The NDWAC also recommends replacing the entire water service, from the main to inside the home.

Where can I find out more?

- For general information about lead, visit https://www.epa.gov or http://dnr.wi.gov and enter "lead" and "drinking water" in the search bar.
- To find out more about your home's water service, contact Fond du Lac's Water Business Office at 920-322-3680.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 642, WATER,
OF THE CODE OF THE CITY OF FOND DU LAC
RELATING TO PRIVATE LEAD WATER SERVICE LINE REPLACEMENT**

The City Council of the City of Fond du Lac do ordain as follows:

Section 1. That Chapter 642, WATER, Section 642-5, G. Private Lead Water Service Line Replacement., is hereby created to read as follows:

642-5. G. Private lead water service line replacement.

(1) Purpose and Findings. The City Council finds that the purpose and findings of this ordinance to be as follows:

(a) To ensure that the water quality at every tap of Fond du Lac Water Utility customers meets the water quality standards specified under the Federal Safe Drinking Water Act; and

(b) Disturbance of lead water service lines, particularly partial lead service line replacement, has been shown to increase lead levels in drinking water; and

(c) Reconnection of existing lead water service lines to new water service lines has been shown to increase lead levels in drinking water; and

(d) Full replacement of lead service lines, as opposed to partial replacement, can reduce exposure to lead in drinking water; and

(e) Because of the significant risks to public health and safety posed by disturbance of lead water service lines and reconnection of lead to other service lines, the city has a strong public health interest in remediating privately-owned lead water service lines under certain circumstances.

(2) Authority. This ordinance is enacted pursuant to Sec. 62.11(6) and Sec. 281.12(5), Wis. Stats., Chapter SPS 384 of the Wis. Admin. Code and as mandated by 42 U.S.C. Sec.300g, of the Federal Safe Drinking Water Act, enforced by the EPA and the WDNR.

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(3) Definitions. As used in this subsection, the following terms shall have the meanings indicated:

“City” means the City of Fond du Lac.

“Customer-side water service line” means the water conduit pipe running from the customer’s meter to the curb stop, which is the Water Utility shut-off valve, usually located eight feet into the street right-of-way from a private property line.

“Director of Public Works” means the Director of Public Works or his/her designee.

“EPA” means the U.S. Environmental Protection Agency.

“EPA Action level” means a concentration of 15 or more parts per billion (ppb) of lead as measured at a customer’s tap, or as subsequently amended.

“Federal Safe Drinking Water Act” means 42 U.S.C.A. Sec. 300f-300j-26.

“Operations Manager” means the Water Utility Operations Manager.

“Lead water service line” means a service made of lead which connects the water main to the building inlet and any lead pigtail, gooseneck or other fitting which is connected to such lead line.

“Lead and Copper Rule” means the rule created by the EPA and adopted by the WDNR in response to the passage of the Safe Drinking Water Act, which provides maximum contaminant level goals and national primary drinking water regulations (NPDWR) for controlling lead and copper in drinking water. NPDWR regarding approved treatment techniques include corrosion control treatment, source water treatment, lead service line replacement and public education. The rule may be found in 56 FR 26460, 40 CFR part 141.80-141.90, and Chapter NR 809.541-NR 809.55, Wis. Adm. Code.

“Licensed plumber” means a person, firm, corporation or other entity licensed to perform plumbing work in the City by the State of Wisconsin.

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"Owner" means any person, manager, or persons otherwise exercising control over properties within the Fond du Lac Water Utility system.

"Person" has the meaning set forth in Sec. 342.01(9), Wis. Stats.

"Ppb" means parts per billion.

"Privately-owned portion of a lead water service line" means the section of water service piping from the outlet joint of the curb stop to the outlet of the water meter outlet valve with the exception of the water meter itself, regardless of the ownership of the property upon which the piping is located.

"Property" means any possessory interest, legal or equitable, in real property including an estate, trust, or lien, and any buildings, structures and improvements thereon.

"Utility-owned portion of a lead water service line" means the section of water service piping from the main to, but not including, the outlet joint of the curb stop.

"Water Utility" means the City of Fond du Lac public water utility system, also known as Fond du Lac Water Utility.

"WDNR" means the Wisconsin Department of Natural Resources.

(4) Replacement Requirement. The privately-owned portion of a lead water service line shall be replaced whenever any of the following occurs, subject to the exceptions in Subsection 5:

(a) A leak or failure has been discovered on either the privately-owned or utility-owned portion of the service line.

(b) The utility-owned portion of the line is replaced on either a planned or emergency basis.

(5) Exceptions.

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(a) The Director may extend the time for replacement of the private lead service line required under Section 4 if the customer so requests and demonstrates a compelling need unless the Director determines that doing so will create an imminent threat to the health, safety or welfare of the public.

(b) Guidelines for the consideration of requests under Subsection 5(a) will be established by the Fond du Lac Water Utility, the Director and the City Manager.

(6) Notice. The City will provide notices to owners as specified below:

(a) Leak or Emergency Replacement. In the event of a service line leak or failure under Subsection 4(a) or an emergency replacement of the utility-owned portion of the service line under, the Director shall provide written notice of the replacement requirement to the owner upon the Director's determination that replacement of the utility-owned portion of the line is required.

(b) Planned Replacement. In the event of a planned replacement under Subsection 4(b), the Director shall provide written notice of the replacement requirement to the owner at least 45 days prior to the commencement of the planned replacement of the utility-owned portion of the service line.

(7) Owner Election. Upon receipt of the notice in Subsection 6, the owner shall, within 10 business days, elect one of the following by giving written notice to the City:

(a) Replace the privately-owned portion of the lead service line at the owner's expense by contracting with a licensed contractor. The work shall be performed in accordance with all applicable state, federal, local and utility regulations.

(b) Have a city contractor replace the privately-owned portion of the lead service line.

(8) Financing of Replacement by City Contractor. The Water Utility may administer lead service replacement reimbursement programs. If the

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owner elects to have a city contractor complete the replacement under Subsection. 7(b), the cost of replacing the privately-owned portion of the lead service line may be eligible to be paid in accordance with the City's special assessment ordinance.

(a) City Subsidy. Subject to the availability of grants or loan funds for the City to use for the lead service replacement reimbursement programs, a property owner who meets the criteria in Subsection 8(b) may be eligible to receive a subsidy towards the cost of replacing the privately-owned portion of the lead water service line required by Subsection 4. The City will establish the maximum amount that it will provide as a subsidy, depending on loan or grant availability and the number of homes participating in the program.

(b) Eligibility Criteria. A property owner will be eligible for the city subsidy provided in Subsection 8(a) if the property owner submits to the Director documentation that all of the following conditions are met:

i) The property is a one-, 2-, 3- or 4-family dwelling.
ii) The owner agrees to have the work performed by a City contractor.
iii) The owner signs a hold-harmless agreement holding the city harmless and free from any claim or liability for damage done in performance of the water service line replacement work.
iv) The owner executes a temporary right of entry and construction easement authorizing the city and its contractor access into the dwelling as needed in order to complete the connection.

(9) Requirements for Owners ineligible for subsidy. Any owner who elects to have a city contractor perform water service line replacement required by Subsection 4 and is not eligible for city subsidy, must, prior to the commencement of this work:

(a) Execute a hold-harmless agreement holding the city harmless and free from any claim or liability for damage done in performance of

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the water service line replacement work.

(b) Execute a temporary right of entry and construction easement authorizing the city and its contractor access into the dwelling as needed in order to complete the connection.

(10) Enforcement. If the owner fails to comply with this ordinance within the time specified, the Director may apply for and obtain an appropriate court-issued warrant pursuant to Sections 66.0119 and 196.171, Wis. Stats., to gain access to the property and have the required work performed pursuant to Section 281.45, Wis. Stats. The cost of this work shall be assessed and collected as a special assessment on the property.

(11) Violations and penalties. Except as otherwise specifically provided, any person who violates any provision of this chapter may be subject to a penalty as provided in §1-4 of this Code.

(12) Discontinuation of Service. As an alternative to any other methods provided for obtaining compliance with this section, if the Director, determines that the owner's failure to comply with Subsection 4 will create an imminent threat to the health, safety or welfare of the public, the Director may discontinue water service to the property upon notice to the owner and reasonable opportunity to comply with the requirements of this section, and in a manner consistent with the rules and regulations of the Fond du Lac Water Utility and the Public Service Commission of Wisconsin governing discontinuation of water service.

Section 2. Any person violating the provisions of this Ordinance shall be subject to the penalty provided in Section 1-4 of the Code.

Section 3. The appropriate City officials are hereby authorized and directed to take such action as is necessary to effectuate the terms of this Ordinance.

Section 4. All other ordinances and resolutions inconsistent with the provisions of this Ordinance are hereby repealed.

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<u>Section 5</u>. This Ordinance shall take effect and be in force upon approval by the Wisconsin Department Of Safety & Professional Services and its passage and publication as provided by law.

ADOPTED:

_____
Lee Ann Lorrigan, President
Fond du Lac City Council

Attest:

_____
Margaret Hefter, City Clerk

City Attorney:

Reviewed DSRM

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ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 642, WATER OF THE CODE OF THE CITY OF FOND DU LAC TO AMEND MAINTENANCE OF SERVICES

The City Council of the City of Fond du Lac do ordain as follows:

Section 1. That Section 642-8 **Maintenance of services**. is amended as follows:

Add Thereto:

F. Lead Lateral. Whenever it appears, upon inspection, that a lead water service lateral has failed between the curb stop and the point of metering, the lead lateral must be replaced by a lateral of materials as set forth in Chapter SPS 384 of the Wis. Admin. Code.

Section 2. Any person violating the provisions of this Ordinance shall be subject to the penalty provided in Section 1-4 of the Code.

Section 3. The appropriate City officials are hereby authorized and directed to take such action as is necessary to effectuate the terms of this Ordinance.

Section 4. All other ordinances and resolutions inconsistent with the provisions of this Ordinance are hereby repealed.

Section 5. This Ordinance shall take effect and be in force upon its passage and publication as provided by law.

ADOPTED:

_____

Lee Ann Lorrigan, President
Fond du Lac City Council

Attest:

_____

Margaret Hefter, City Clerk

City Attorney:

Reviewed DSRM

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CITY COUNCIL MEETING AGENDA
CITY OF FOND DU LAC, WISCONSIN

Title: Adjourn To Closed Session

Subject: Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
The subject of the closed session is:
Economic Development Opportunities
This subject is exempt under Wisconsin Statutes Section 19.85 (1) (e)

Initiator: Community Development Director

Recommendation: