VILLAGE OF MENOMONEE FALLS
NOTICE OF PUBLIC MEETING

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GENERAL GOVERNMENT COMMITTEE
Menomonee Falls Village Hall, Room 2245
W156N8480 Pilgrim Road, Menomonee Falls, WI
Monday, August 17, 2026, 5:30 p.m.

Note: Committee Chairpersons are asked to enter the date in which each item is to go before the Village Board (V.B.) when applicable.

1. Consideration of an Access Management Contract between the Village of Menomonee Falls and Falls Cable Access Corporation.

   V.B. Action 08/17/2026 V.B. Report _____ Hold in Committee

2. Consideration of a Resolution Approving a Park Management Agreement with Menomonee Falls Downtown Inc and Accepting the Dedication of the Clubhouse.

   V.B. Action 08/17/2026 V.B. Report _____ Hold in Committee

3. Consideration of an Operator's License Application - Margaret Ann Sanders

   V.B. Action 08/17/2026 V.B. Report _____ Hold in Committee

4. Adjournment

THIS AGENDA IS SUBJECT TO REVISION

Members of other Village committees, boards, commissions and authorities may attend and participate at this meeting, but will not take official action unless the notice so provides.

No qualified individual with a disability shall, by reason of that disability, be excluded from participation in or be denied benefits of the services, programs, or activities of the Village of Menomonee Falls, or be subject to discrimination by the Village. If you are disabled and require special accommodation, please advise the Village Clerk's Office at (262) 532-4200 no later than 5 days before the scheduled meeting or activity.

General Government Committee **1.**

Meeting Date:	08/17/2026
Topic:	Access Management Contract
From:	Mark Fitzgerald, Village Manager
Department:	Administration
Date of Committee Action (if required):	08/17/2026
Date of Village Board Action (if required):	08/17/2026

Information

Subject:

Access Management Contract between the Village of Menomonee Falls and Falls Cable Access Corporation.

Background Information:

This Agreement continues with the same terms and payments as the previous Agreement but does extend the term through December 31, 2029.

Key Issues for Consideration:

Action By Committee or Village Board:

Attachments

Access Management Contract between VMF and FCAC

ACCESS MANAGEMENT CONTRACT
BETWEEN VILLAGE OF MENOMONEE FALLS
AND FALLS CABLE ACCESS CORPORATION

AGREEMENT FOR SERVICES

This Agreement for Services is between the Village of Menomonee Falls, a Wisconsin municipal corporation located in Waukesha County ("Village"); and the Falls Cable Access Corporation, a nonprofit corporation ("Contractor").

This Agreement amends, replaces, and supersedes in its entirety the prior Agreement for Services between the Village of Menomonee Falls and the Falls Cable Access Corporation signed by both parties in December 2020 and as amended in February 2024 (the "Prior Agreement"). Notwithstanding the foregoing, this Agreement does not extinguish, waive, or release any rights, liabilities or obligations that accrued under the Prior Agreement prior to the Effective Date of this Agreement, all of which shall survive.

RECITALS

WHEREAS, Contractor is a not-for-profit corporation, organized in Wisconsin, which provides community media production, training and outreach services on a Village wide basis;

WHEREAS, the Cable Franchise Statute requires that each Video Service Provider ("VSP") pay to the Village a percentage of its gross receipts from subscribers residing within the Village (the "VSP Fee"), and;

WHEREAS, in 2009, the Village and Contractor entered into an access management agreement and the Contractor continued to manage Channel 14 (the "2009 Agreement"), and;

WHEREAS, the State of Wisconsin's 2019-21 Biennial Budget reduced the percentage of the VSP Fee in the Village while also replacing the lost revenue in the form of state aid, and;

WHEREAS, the 2009 Agreement was subsequently amended in 2018 for the Village to provide financial assistance to the Contractor for the relocation of its operations and facilities, and;

WHEREAS, the 2009 Agreement was again amended in 2019 extending the term of the 2009 Agreement to March 31, 2020 and to provide additional relocation assistance to move the physical access point for Channel 14 to Village Hall, and;

WHEREAS, the Village has continued to make payments to the Contractor as provided in the Prior Agreement; and

WHEREAS, both the Village and Contractor desire and are willing to enter into this Agreement to continue the Contractor's management of Channel 14 and for the purpose of providing certain services related to Channel 25 and to expand the previous scope of services to include the promotion of certain content via additional media formats, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above, and the mutual promises and covenants set forth herein, the parties agree and follows:

1. PUBLIC ACCESS DESIGNATION. The Contractor shall continue its management of Channel 14. The Contractor may use the entire channel capacity of Channel 14 pursuant to the provisions of the Cable Franchise Statute and this Agreement.

2. PUBLIC ACCESS MANAGEMENT. The Contractor shall manage Channel 14, subject to the following provisions:

a. Pursuant to the Cable Franchise Statute, the Contractor shall;

i. Ensure that all content and programming that the municipality provides or arranges to provide for transmission on the PEG channel is submitted to the interim cable operator or video service provider in a manner and form that is capable of being accepted and transmitted by the interim cable operator or video service provider over its video service network without changing the content or transmission signal and that is compatible with the technology or protocol, including Internet protocol television, utilized by the interim cable operator or video service provider to deliver video service.

ii. Make the content and programming that the municipality provides or arranges to provide for transmission on a PEG channel available in a nondiscriminatory manner to all interim cable operators and video service providers that provide video service in the municipality;

b. The Contractor shall ensure that Channel 14 is substantially utilized by providing 40 hours or more of programming each week and that at least 60% of that programming is locally produced.

c. Devise, establish and administer all rules, regulations and procedures pertaining to the use and scheduling of programs for Channel 14, including the public's access to broadcast content on Channel 14.

d. Maintain and create multi-media programming that is responsive to community needs and interests, as identified through surveys, studies or other similar actions to determine community needs and interests ("Community Programming").

e. Encourage and promote the creation of Community Programming among a wide range of individuals, groups and institutions within the Village.

f. Promote the importance of improving production quality of Community Programming and enforce production standards within reasonable capabilities.

3. VILLAGE SERVICES. The Contractor shall provide the following services to the Village:

a. Assist the Village in its management of Channel 25 in compliance with the Cable Franchise Statute and to ensure that Channel 25 is substantially utilized by providing 40 hours or more of programming each week and that at least 60% of that programming is locally produced.

b. Create and maintain multi-media content to be aired on Channel 25 and promoted pursuant to Section 4 below on behalf of the Village for the purpose of engaging residents in the workings of Village government ("Village Programming").

4. PROMOTION OF PROGRAMMING. The Contractor shall promote Community Programming and Village Programming by utilizing additional media formats for the promotion and distribution of Community Programming and Village Programming, including, but not limited to, streaming platforms, social media, YouTube, mobile applications, etc.

5. TERM. This Agreement shall commence on January 1, 2027 (the "Effective Date") and shall remain in effect for an initial term of three (3) years and shall automatically renew for one additional three (3) year term unless either party provides a notice of nonrenewal to the other party at least thirty (30) days prior to the expiration of the initial term.

6. PAYMENTS TO CONTRACTOR. Subject to Section 7 of this Agreement, the Village shall continue to pay to the Contractor an annual amount of $170,000 ("Annual Amount") each calendar year for services performed by the Contractor under this Agreement. The Annual Amount shall be paid as follows.

a. The Village shall pay the Annual Amount to the Contractor in two $85,000 installments ("Bi-Annual Payments). The Bi-Annual Payments shall be paid no later than January 31 and July 31 of each year, respectively.

7. VILLAGE FUNDING. The Contractor understands that the payments set forth in Section 6 are dependent upon and will come solely from VSP Fees and related state aid payments received by the Village. The VSP Fees are paid to the Village pursuant to the Cable Franchise Statute and the state aid payments are received pursuant to Wis. Stats. § 79.097 (the "VSP State Aid Statute"). The Village's obligation to make any payments to the Contractor in Section 6 of this Agreement is predicated upon the Village continuing to receive adequate funds pursuant to the Cable Franchise Statute and the VSP State Aid Statute.

8. TERMINATION. This Agreement may be terminated:

a. By either party for any reason upon 180 days' notice to the other party.

b. By either party upon breach of this Agreement by the other party. Prior to termination pursuant to this subsection, the terminating party must provide a notice of breach to the other party. The breaching party shall have 30 days from the receipt of the notice of breach to cure the breach and prevent the termination.

c. By the Village upon 30 days' notice to the Contractor if for any reason the the Village becomes aware of a reduction in the funds it receives from VSP Fees and related state aid payments set forth in Section 7 of this Agreement.

9. UNUSED FUNDS. If this Agreement is terminated by either party pursuant to Section 8, the Contractor shall return any unused funds it received from the Village pursuant to Section 6 within ten (10) days following the date of termination. Following receipt of a notice of termination from the Village pursuant to Section 8, the Contractor may not expend any additional funds received pursuant to Section 6 unless it is contractually obligated to do so or as necessary to cure a breach of this Agreement.

10. OTHER REVENUE. The Contractor shall take all efforts to obtain other revenue to supplement the payments provided by the Village under this Agreement.

11. VILLAGE HALL FACILITIES.

a. The Village shall provide a dedicated work space at Village Hall for the Contractor to perform services under this Agreement. This space shall consist of an enclosed area to be used primarily by the Contractor ("Village Hall Facilities").

b. The Contractor shall also have access to the Room #2245 and the broadcasting equipment room therein (collectively, the "Village Board Room"), subject to this subsection. The Contractor's access to and use of the Village Board Room is not unlimited, shall be secondary to, and shall not interfere with other uses of the Village Board Room by both the Village and the Menomonee Falls School District. It shall be the responsibility of the Contractor to properly reserve the Village Board Room for its uses. The Contractor's use of the audio-visual equipment within the Village Board Room shall be subject to the rules and security requirements of the Village.

c. The Contractor shall have primary access to the physical access point for Channel 14 located within the broadcasting equipment room in the Village Board Room.

12. CONTRACTOR EQUIPMENT. The Contractor shall be responsible for the provision of equipment necessary to perform the services under this Agreement. This shall include, but is not limited to, personal computers, audio and video recording devices, personal devices, and any other equipment deemed necessary by the Contractor ("Contractor Equipment"). The Village does not have any ownership rights to the Contractor Equipment and shall not be responsible for the provision, maintenance or replacement of any Contractor Equipment.

13. REPORTS TO VILLAGE. On or before March 31 of each year, the Contractor shall submit to the Village Manager an activity report detailing the services performed by the Contractor during the prior calendar year pursuant to Section 3 of this Agreement. The activity report shall include: (1) a schedule of shows and services provided during the previous year, (2) an inventory of any equipment or products purchased in whole or in part with the payments under Section 6 of this Agreement, and (3) the amounts of other revenue as required by Section

10 of this Agreement. Upon review of the activity report, the Village Manager may request additional information deemed necessary to determine the Contractor's compliance with this Agreement.

14. TAX EXEMPT STATUS. The Contractor shall maintain tax-exempt organization status under the Internal Revenue Code. Contractor shall not engage in any activities that would result in the loss of its tax-exempt status.

15. INDEPENDENT CONTRACTOR. It is understood that the Contractor is an independent contractor and that no relationship of principle/agent or employer/employee exists between the Village and Contractor. In the event the performance of this Agreement Contractor employs any third persons, such persons shall be entirely and exclusively under the control, direction and supervision of Contractor. All terms of employment, including hours, wages, working conditions, discipline, Contractor shall determine hiring and discharge or any other term of employment and the Village shall have no right or authority over such persons or terms of employment.

16. ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Agreement without prior written consent of the Village, which consent shall not be unreasonably withheld; provided, however, that nothing herein shall prevent the Contractor from subcontracting the performance of any provision or obligation required by this Agreement, so long as the Contractor provides notice and a copy of any subcontracting agreement to the Village, and the Contractor remains primarily responsible to the Village for the performance of such provision or obligation unless Contractor is released therefrom by written agreement from the Village.

17. INDEMNIFICATION. Contractor and the Village shall indemnify, defend, and hold harmless the other party, its officers, agents, and employees from and against any and all claims, suits, actions, causes of action, losses, damages, or liabilities of any kind, nature or description, including payment of litigation costs and attorney's fees, brought by any person or persons for or on account of any loss, damage, or injury to any person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly arising or resulting from any alleged acts or omission of the party, its officers, employees, agents or subcontractors, arising out of or resulting from the performance of this Agreement, or arising from or in connection with claims or loss or damage to persons or property arising out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for which claims, directly or indirectly, result from the use of channels, funds, equipment, facilities or staff granted under this Agreement.

18. INSURANCE. Contractor shall purchase and maintain in full force and effect at all times during the term of this Agreement insurance as set forth in this section. The Village, its officers, employees and agents shall be named as a co-insured or additional insured on all insurance

coverage. The policies shall provide that no cancellation, major change in coverage or expiration may be affected by the insurance company or Contractor without first giving the Village thirty (30) days written notice prior to the effective date of such cancellation or change in coverage. The Contractor shall provide the Village with proof of the coverage required by this section within thirty (30) days of any request by the Village.

a. Comprehensive Liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be:

i. Bodily injury including death, $1,000,000 for each person, each occurrence and aggregate;

ii. Property damage, $1,000,000 for each occurrence and aggregate.

b. Equipment insurance on all equipment and facilities. Including fixtures, funded in whole or in part under this Agreement to replacement cost. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe. Village shall be shown as lien holder on all policies to the extent of the Village's interest.

c. Workers' Compensation insurance and Employer's Liability with limits as required by Wisconsin law with an insurance carrier satisfactory to the Village.

d. Cablecaster's Errors and Omissions insurance to cover the content of programing cablecast on the access channel in, at a minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual access producers.

19. PUBLIC RECORDS. The Contractor understands and acknowledges that the Village is a governmental entity subject to the Subchapter II of Chapter 19 of the Wisconsin Statutes ("Public Records Law"). As such, the Contractor agrees to retain all records as defined by Wisconsin Statutes § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. The Contractor agrees to assist the Village in complying with any public records request that the Village receives pertaining to this Agreement. Additionally, the Contractor agrees to indemnify and hold harmless the Village, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from the Contractor's actions or omissions which contribute to the Village's inability to comply with the Public Records Law. In the event that the Contractor decides not to retain its records for a period of seven (7) years, then it shall provide written notice to the Village whereupon Village shall

take custody of said records assuming such records are not already maintained by the Village. This provision shall survive termination of this Agreement.

20. NOTICE. All notices required under this Agreement shall be sufficient if personally delivered, sent by registered mail, transmitted by facsimile or by email to the other party as follows:

a. If to the Contractor:

Executive Director, Falls Cable Access Corporation, W156N8480 Pilgrim Road, Menomonee Falls, WI, 53051-3140.

b. If to the Village:

Village Manager, Village Hall, W156 N8480 Pilgrim Road, Menomonee Falls, WI 53051-3140. Fax Number: 262-532-4249. Email: admin@menomoneefalls.gov

21. COOPERATION. Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

22. APPLICABLE LAW. This Agreement shall be interpreted and enforced under the laws of the State of Wisconsin.

23. WAIVER. Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed a waiver of any other right or power.

24. ENTIRE AGREEMENT. This Agreement is the entire Agreement of the parties and shall supersede all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written Agreement and purported oral amendment to this Agreement shall be valid.

VILLAGE OF MENOMONEE FALLS

Approved by the Board of Trustees of the Village of Menomonee Falls on the _____ day of _____, 2026.

By: _____
Village President

Attest: _____
Village Clerk

FALLS CABLE ACCESS CORPORATION

Approved by the Board of Directors of the Falls Cable Access Corporation on the _____ day of _____, 2026.

By: _____

General Government Committee **2.**

Meeting Date: 08/17/2026

Topic: Park Management Agreement

Department: Legal

Date of Committee Action (if required): 08/17/2026

Date of Village Board Action (if required): 08/17/2026

Information

Subject:

Resolution Approving a Park Management Agreement with Menomonee Falls Downtown Inc and Accepting the Dedication of the Clubhouse.

Background Information:

In 2021, the Village entered into a Park Management Agreement with Menomonee Falls Downtown Inc for the programming and management of the Special Purpose Park Area in Village Park. The current term of the 2021 agreement expires on February 28, 2027.

The attached new agreement is very similar to the 2021 agreement, but includes a dedication of the Clubhouse to the Village and changes the term of the agreement from three years to an initial term of seven years with two additional five-year renewal terms. The resolution approving the agreement also includes a formal acceptance by the Village of the Clubhouse.

Key Issues for Consideration:

Action By Committee or Village Board:

Attachments

Resolution

Exhibit A

Exhibit B

Agreement Exhibits

Village of Menomonee Falls Resolution No. _____-R-26

A RESOLUTION
APPROVING A PARK MANAGEMENT AGREEMENT WITH MENOMONEE FALLS DOWNTOWN INC AND ACCEPTING THE DEDICATION OF THE CLUBHOUSE

WHEREAS, pursuant to Wis. Stat. § 61.34, the Board of Trustees controls all Village-owned property, may maintain and lease such property for recreation, amusement and other public purposes, and may acquire by gift any property for the benefit of the public or for any public purpose;

WHEREAS, there exists a Special Purpose Park Area in Village Park ("Special Purpose Park Area") containing an entrance plaza, performance amphitheater, great lawn and other unique amenities.

WHEREAS, in 2021, the Village and MFDI entered into a Park Management Agreement ("2021 Agreement") for the management of the Special Purpose Park Area to promote entrepreneurship and provide the general public with recreational, cultural and social programming;

WHEREAS, in 2026, MFDI raised funds to construct and caused to be constructed a permanent facility and surrounding improvements within the Special Purpose Park Area for the purpose of selling beverages and other items, as shown on Exhibit A of this resolution (the "Clubhouse");

WHEREAS, attached as Exhibit B is a new Park Management Agreement updating the 2021 Agreement, in which MFDI dedicates the Clubhouse to the Village pursuant to section 14;

WHEREAS, the Board of Trustees finds that it is in the best interests of the Village to approve the new Park Management Agreement and accept MFDI's dedication of the Clubhouse.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Menomonee Falls as follows:

Section 1. The Park Management Agreement attached as Exhibit B is hereby approved. The Village Manager is authorized and directed to carry out its terms and enforce its provisions accordingly.

Section 2. The Village accepts the dedication of the Clubhouse in section 14 of the attached Park Management Agreement and accepts full responsibility for the property.

Adopted by the Board of Trustees of the Village of Menomonee Falls on the 17th day of August, 2026.

By: _____ By: _____
Jeremy Walz, Village President Amy Dishinger, Village Clerk

EXHIBIT A



MANAGEMENT AGREEMENT BETWEEN
THE VILLAGE OF MENOMONEE FALLS AND MENOMONEE FALLS DOWNTOWN INC.

This Agreement is entered into between the Village of Menomonee Falls, a Wisconsin municipal corporation located in Waukesha County ("Village") and Menomonee Falls Downtown Inc. d/b/a Menomonee Falls Events, a non-stock corporation created pursuant to Chapter 181 of the Wisconsin Statutes ("MFDI").

This Agreement amends, replaces, and supersedes in its entirety the prior Management Agreement Between the Village of Menomonee Falls and Menomonee Falls Downtown Inc. signed by both parties in February 2021 (the "Prior Agreement"). Notwithstanding the foregoing, this Agreement does not extinguish, waive, or release any rights, liabilities, or obligations that accrued under the Prior Agreement prior to the Effective Date of this Agreement, all of which shall survive.

RECITALS

A. The Village is the owner of certain real estate commonly referred to as Village Park, generally located at N87W16749 Garfield Drive, Menomonee Falls, Wisconsin. Due to its central location near downtown Menomonee Falls and North Middle School, Village Park has historically been a popular community gathering space.

B. The Village's Public Works Department maintains Village Park in addition to 15 other Village-owned parks, totaling 293 acres, by providing general landscape services including grass and tree maintenance, garbage removal, snow removal, and other basic services for the community. The Village does not operate a recreation department and therefore does not provide recreational community programming for any Village parkland.

C. The Village's 2016-2020 Comprehensive Outdoor Recreation Plan was updated in 2018 in part to create a Special Purpose Park Area in Village Park as shown on Exhibit A. The Special Purpose Park Area contains an entrance plaza, performance amphitheater, great lawn and other unique amenities intended to transform Village Park into a major destination within the Village of Menomonee Falls with an emphasis as a community gathering and events space.

D. MFDI, also doing business as Menomonee Falls Events, is a private, not-for-profit organization created and operated exclusively for charitable and educational purposes for the public benefit, including organizing, operating, supporting, and promoting community events and activities within the downtown Menomonee Falls area, strengthening the downtown Menomonee Falls business and economic community, erecting or maintaining public buildings, monuments, or works, and improving the quality of life for the greater Menomonee Falls community.

E. In 2026, with Village approval, MFDI raised funds to construct and caused to be constructed a permanent facility and surrounding improvements within the Special Purpose Park Area for the purpose of selling beverages and other items, and said facility is known and referred to herein as the "Clubhouse".

F. Given the historical significance of Village Park and the unique amenities of the Special Purpose Park Area, the Village wishes to promote an entrepreneurial approach to generate active and passive uses of the Special Purpose Park Area to benefit the general public.

G. The Village Board of Trustees finds that entering into this Agreement with MFDI for the management of the Special Purpose Park Area in Village Park will promote entrepreneurship and tourism, and will provide the general public with significant recreational, cultural and social programming of the Special Purpose Park Area.

H. The Village Board of Trustees has determined that this Agreement is in the public interest of the residents of the Village of Menomonee Falls.

NOW, THEREFORE, for good and valuable consideration and the respective promises of the parties set forth in this Agreement, the Village and MFDI agree as follows:

1. EVENT SPACE. The Special Purpose Park Area generally identified in Exhibit A consists of a Performance Stage, Great Lawn, Event Plaza, Clubhouse, Restroom Shelter and Parking Space. These amenities are more clearly shown in Exhibit B and shall be referred to in this Agreement as the Event Space.

2. PURPOSE AND INTENT. The purpose of this Agreement, and the services to be provided by MFDI hereunder, is to maximize opportunities to achieve and sustain revenue from the operations of the Event Space and the promotion of tourism in the Village by attracting, promoting, and contracting for cultural and recreational activities.

3. EVENT MANAGEMENT SERVICES. MFDI shall coordinate the scheduling, planning and operation of all Community Events and Private Events (collectively, "Events") held in the Event Space during the duration of this Agreement.

    a. Community Events are those events that are generally open to the public and include concerts, farmer's markets, beer gardens, arts and crafts markets, movie nights, food and drink events, fitness events, educational programs or any other event that does not meet the definition a Private Event.

    b. Private Events are those events that are hosted and organized by a private person, group or company and attendance is limited to persons who are invited to attend the event by the private person, group or company hosting the event.

4. SCHEDULING EVENTS. MFDI shall have the sole responsibility for scheduling Events in the Event Space and shall make the Event Space available on a first come, first served basis and shall not discriminate between Events. Upon request from any individual or group to reserve the Event Space for a specific date, MFDI shall inform the requestor as to whether the date is available for reservation and, if applicable, any rental rate fees. Notwithstanding any other term set forth in this Agreement, MFDI shall have the option, in its sole discretion, to cancel any scheduled Event for any reason.

5. RENTAL FEES. MFDI shall pay no rental fees to the Village for its use of the Event Space pursuant to this Agreement. MFDI may charge a rental fee to organizations or private persons hosting Events in the Event Space, as determined by its Board of Directors. Any rental fee structure approved by the MFDI Board of Directors shall be made available to the public on MFDI's website and shall also be included in the annual report required pursuant to Section 17. All rental fees received by MFDI for the Event Space shall be the property of MFDI.

6. VILLAGE NOTIFICATION. MFDI shall notify the Village of all Events scheduled for the Event Space as follows:

    a. Annually, prior to March 1, MFDI shall submit a calendar of all Events to the Village ("Event Calendar") identifying the dates and times of all Events planned for the Event Space for the following 12 months. In addition to the date and time of all Events, the Event Calendar shall provide the following for each event: a brief description of the event, whether the event is a Private Event or a Community Event, a contact person for the event, the event's anticipated peak attendance, the duration of the event, and whether alcohol will be sold during the event.

    b. For Events scheduled after March 1, MFDI shall provide notice to the Village as soon as possible and no later than 45 days prior to the scheduled date of the Event. The notice shall include all of the information required by subsection (a) above. The Village may, in its sole discretion and in writing, waive the 45 days' notice requirement if MFDI is unable to provide a timely notice pursuant to this subsection due to circumstances outside MFDI's control.

    c. Both the Event Calendar pursuant to subsection (a) and notices pursuant to subsection (b) shall be delivered to the Village Manager or his designee.

7. SAFETY AND SECURITY PLAN. For all Events, MFDI shall prepare a plan to best protect the safety, security, health, comfort and well-being of attendees and the general public, and to protect Village property during all Events ("Safety and Security Plan").

    a. MFDI has prepared a Safety and Security Plan which has been approved by the Village and which is on file with the Village. MFDI may use a previously approved Safety and Security Plan for multiple similar events, unless the Village requires a different Safety and Security Plan.

    b. The Safety and Security Plan shall include the following information: a diagram showing the layout of activities within the Event Space; first aid and emergency response procedures; personal contact information; a parking plan; road closures; toilet and sanitation facilities; trash and recycling removal; a designated "lost-child" area; a plan for information communications to staff and volunteers during the event; an evacuation plan for attendees; any professional private security services or emergency medical service contractors; plans for crowd control; plans for alcohol containment, if applicable, and; plans for securing valuables.

c. For any new Events for which a previously approved Safety and Security Plan is not applicable, a new Safety and Security Plan shall be provided to the Village at least 45 days prior to the date of the event or as soon as possible if the Village has waived the 45-day notice requirement. If the Village Police Chief or Fire Chief have any concerns that are not addressed by the Safety and Security Plan, MFDI shall modify the Safety and Security Plan to address the concerns raised. If the concerns are not adequately addressed, as determined solely by the Village Manager, the Village may require that MFDI cancel the event. The Village may require that MFDI hire, at MFDI's expense, a security service approved by the Village if there are ongoing security concerns regarding certain types of events.

8. EVENT OPERATIONS. To further ensure the safety, security, health, comfort and well-being of attendees and the general public, and to protect Village property during all Events, MFDI shall comply with all requirements of this section for all Events. The requirements in this section meet the intent of Article II [Special Events] of Chapter 10 of the Village Municipal Code. Compliance with these provisions shall exempt MFDI from the Village's Special Event Permit process pursuant to Section 10-23(b)(5).

   a. Contact Information

      For each Event, MFDI shall identify a designated person who can be contacted at any time by any Village representative, such as police, fire or public works, regarding any event managed pursuant to this Agreement.

   b. Duration of Event

      No event may operate between the hours of 10 p.m. and 7 a.m. No cleanup or setup of the Event Space shall occur between the hours of 11 p.m. and 6 a.m. MFDI may seek specific approval from the Village to exceed the limits identified in this subsection for a specific event. The request must be included in the Safety and Security Plan submitted for the event. The Village Manager may grant MFDI's request if it is determined that granting the request would not have a determinantal impact on the area of the Village immediately surrounding the Event Space.

   c. Music or Amplified Sound

      There shall be no music or amplified sound between the hours of 10 p.m. and 7 a.m. and all sound levels must comply with Village Ordinance § 62-116 and shall not exceed a level which unreasonably disrupts the peace and quiet of residents in the vicinity of the Event Space, taking all circumstances into consideration.

   d. Parking

      The parking plan to be submitted as part of the Safety and Security Plan shall identify areas that may be reasonably expected to be utilized by event participants for off-street parking. The applicant shall take all reasonable precautions to minimize adverse impacts on the neighborhoods directly affected by parking and

traffic related to the event. This shall include a plan for directing traffic in and around the Event Space and appropriate signage to provide information regarding event parking. For Events in which MFDI anticipates significant foot traffic across Appleton Avenue at Garfield Drive, the Village may require that MFDI provide services approved by the Village for the direction of vehicular and pedestrian traffic.

e. Toilets and Sanitation Facilities

MFDI shall ensure that adequate toilet and sanitation facilities are available to all attendees during all Events. MFDI may utilize the existing toilet and sanitation facilities within the Event Space during all Events and shall be solely responsible for ensuring that the facilities remain in clean, operable condition throughout the duration of each event. The Village shall be responsible for cleaning and maintenance of the existing toilet and sanitation facilities within the Event Space at all other times. If any additional facilities are required for any event, those facilities shall be identified in the Safety and Security Plan and provided for at the expense of MFDI.

f. Food Service

Any food service occurring within the Event Space shall comply with Article III [Food Peddlers] of Chapter 70 of the Village Municipal Code and any and all food vendors shall obtain any necessary county, state, local or federal permits or licenses prior to providing any food service.

g. Tents

The location of any tents shall be shown on the diagram of event activities submitted with the Safety and Security Plan. All tents shall be properly anchored to the ground with sufficient weight given the conditions of the Events. MFDI shall not allow any tents to be secured to the ground with stakes or any other manner of penetration unless prior approval is obtained pursuant to Section 19 of this Agreement.

h. Road Closures and Barricades

The Safety and Security Plan shall identify any road closures. For any Event in which alcohol is provided or in which the activities of the Event span the area of Mill Street, the Safety and Security Plan shall state that the portion of Mill Street located within the area outlined in Exhibit C will be closed. During Events in which Mill Street or any other street is closed, the Village will provide and transport barricades to and from the Event Space, and MFDI shall utilize the barricades, in a manner that meet the standards set forth in the Manual on Uniform Traffic Control Devices. MFDI shall provide 72 hours' notice to the Village prior to a road closure for the Village to timely provide the barricades.

i. Signage

There shall be sufficient signage during all Events to direct the movement of attendees in a safe manner and keep attendees located within the Event Space. All signs must comply with any applicable Village regulations and be maintained in good condition.

j. Illumination

If an event is to continue during hours of darkness, any illumination of the event shall comply Section 122-651 of the Village Municipal Code.

k. Garbage and Recycling Removal

MFDI shall be responsible for taking all reasonable efforts to pick up litter, refuse, and recycling during all Events, and for removing all litter, refuse, and recycling generated by all Events within twelve (12) hours after the conclusion of an event or, in the case of a multi-day event, each day at the conclusion of the event. MFDI may utilize the dumpsters and trash/recycling containers enclosed within the Event Space. MFDI shall provide, at its cost, any other necessary containers or equipment for the purpose of trash and recycling collection. The Safety and Security Plan shall identify the location of trash and recycling containers and MFDI's plan to prevent overflow during events.

9. PROVISION OF ALCOHOL. As the property owner of Village Park, the Village grants permission to MFDI to utilize a portion of the Event Space as a licensed premise for the provision of alcoholic beverages. The area to be utilized as a licensed premise by MFDI shall not exceed the area identified in Exhibit C (the "Premise"). The Premise may only be utilized for the provision of alcoholic beverages as part of either a Community Event or a Private Event. Prior to utilizing the Premise for the provision of alcohol, it shall be the responsibility of MFDI to ensure that any licenses and permits necessary to operate a licensed premise pursuant to state and local law are obtained and complied with throughout the duration of this Agreement. MFDI shall have full authority and control of the Premise as it relates to the provision of alcohol beverages and may not transfer or assign this authority or control to any third party. For all Events in which alcohol will be sold, MFDI shall include a plan for alcohol containment in the Safety and Security Plan required by Section 7 of this Agreement. MFDI shall comply with any and all alcohol containment strategies requested by the Village.

10. VENDOR AGREEMENTS. MFDI may enter into vendor agreements as a part of its management of the Event Space for the provision of food, drink, products, merchandise, or services. It shall be the responsibility of MFDI to ensure that all vendors are aware of and comply with the provisions of this Agreement.

11. REVENUE GENERATION. In consideration of the services provided by MFDI pursuant to this Agreement, any revenue generated by MFDI, including but not limited to

sponsorship funds, concession income, merchandise sales, advertising revenue, donations, grants and equipment revenue, in relation to or as a result of its management of the Event Space shall be kept and utilized by MFDI for its own not-for-profit operations.

12. TOURISM PROMOTION AND FUNDING. The Village acknowledges that the services provided by MFDI directly support tourism promotion and development in the Village. Accordingly, in consideration of these services, the Village will annually review the availability of special revenue funds from room taxes pursuant to Wis. Stat. § 66.0615 to determine what level of available funds may be granted to MFDI.

13. PUBLIC ACCESS. The Event Space is located in a public park and is to remain open and accessible to the public when not in use for an Event managed by MFDI pursuant to this Agreement. To the extent applicable, Chapter 66 [Parks and Recreation] of the Village's Municipal Code remains applicable to the Event Space at all times.

14. DEDICATION OF CLUBHOUSE. MFDI agrees to, and hereby does, dedicate the Clubhouse and all of the surrounding improvements within the Special Purpose Park Area to the Village as of the Effective Date. As set forth in the resolution approving and this agreement, the Village formally accepts the dedication of the Clubhouse.

15. COMMENCEMENT AND TERM. This Agreement shall commence on October 1, 2026 (the "Effective Date") and shall remain in effect for an Initial Term of seven (7) years, unless otherwise terminated. Upon expiration of the Initial Term, this Agreement shall automatically renew for two additional five (5) year terms, unless either party provides notice to the other party of its intent not to renew the Agreement at least ninety (90) days prior to the expiration of a term.

16. TERMINATION. This Agreement may be terminated as follows:

    a. By MFDI upon 365 days' notice to the Village.

    b. If MFDI consistently fails to adequately schedule Events for the Event Space, the Village may provide MFDI with written notice of breach. The notice of breach shall include a detailed description of the manner in which MFDI has consistently failed to adequately schedule Events for the Event Space, and shall state the corrective action necessary to cure the breach. If MFDI does not take such corrective action to cure the breach within 180 days after receipt of the notice of breach, the Village may terminate this Agreement.

    c. Notwithstanding the foregoing, if either party terminates this Agreement pursuant to any method set forth herein, the Village will continue to reserve the Event Space for all scheduled Events in the current year which the Village has received notice of pursuant to Section 6. However, if this Agreement is terminated, the Village may require any organization or private person hosting Events in the Event Space to comply with all Village Ordinances, including, but not limited to, the requirement

to obtain a Special Event Permit pursuant to Section 10-23(a) of the Village Code of Ordinances.

17. REPORTING. MFDI shall provide to the Village, on or before January 31 of each year during the term of this Agreement, an annual written report regarding the utilization of the Event Space over the previous year. The report should include the following:

    a. Highlights of the Events held in the Event Space during the previous year.

    b. A copy of any rental fee structures implemented by MFDI for the Event Space.

    c. A general tentative plan for the following year regarding number and type of events.

    d. Any improvements to the Event Space that MFDI intends to construct in the following 12-month period pursuant to Section 21 below and the manner in which MFDI intends to fund the improvement.

    e. A copy of the annual tax return filed by MFDI with the Internal Revenue Service from the previous year.

18. PROPERTY MAINTENANCE. Except as specifically provided by in this Agreement, the Village shall continue to maintain the condition of the Special Purpose Park Area. This shall include the general maintenance of all amenities within the Event Space identified in Section 1 of this Agreement including, but not limited to, general landscaping services, snow removal, general repairs, pavement maintenance, utility services, etc. MFDI shall make the Village aware of any necessary maintenance issues and shall not perform or contract for the performance of any general maintenance services without the written consent of the Village, unless stated otherwise in this Agreement. MFDI shall operate the and maintain the Clubhouse in a clean and tidy manner.

19. ALTERATIONS. MFDI shall not make any permanent alterations to the Event Space without the written consent of the Village. Permanent alterations shall include any changes that require the penetration of any part of the Event Space, whether it be the ground or an existing structure. MFDI may decorate the Event Space and erect signage required by Section 8 so long as the decorations or signs do not damage the Event Space in any way.

20. DAMAGE AND REPAIRS. If the Event Space is damaged in any way as a result of the services provided by MFDI pursuant to this Agreement ("Event-Related Damage"), MFDI shall pay for the costs to repair the damaged property. Event-Related Damage shall not include, nor shall MFDI be responsible for, damages to the Event Space that do not occur during an Event, were not directly caused by an Event, or were caused by an intentional act of vandalism or gross misconduct committed by a person who is not acting as an employee, agent, or contractor of MFDI at an Event. If the Village determines, in its sole discretion, that it is necessary to immediately repair property due to Event-Related Damage, the Village may cause the repair to be performed and submit an invoice to MFDI for payment with thirty (30) days. If the invoice is not paid, MFDI shall be in breach of this Agreement and the Village reserves all options for collecting the unpaid amount. MFDI

shall not repair or have repaired any damaged property without written consent by the Village.

21. IMPROVEMENTS. MFDI may, upon receipt of written consent from the Village, construct improvements within the Event Space. All improvements constructed by MFDI in the Event Space shall be funded directly by MFDI or by donations solicited by MFDI. Upon termination of this Agreement for any reason, all improvements shall become the property of the Village. MFDI shall be responsible for any and all permits required for any improvement and shall ensure that the work is completed in a good, workmanlike manner and shall diligently pursue completion of the construction.

22. EQUIPMENT. Any equipment or other movable property purchased by MFDI for purposes of providing the services in this Agreement shall remain the property of MFDI and may be stored within the Event Space with the written approval of the Village. In providing approval for storage pursuant to this section, the Village shall set forth the conditions of approval, including the location and security of the property. The Village shall bear no costs as a result of providing approval under this section and shall bear no responsibility for the purchase, storage or maintenance of MFDI's equipment.

23. FURNISHINGS. Any furnishings or other movable property provided by the Village within the Event Space may be utilized by MFDI during Events, unless explicitly prohibited by the Village. MFDI shall be responsible for moving any furnishings necessary to setup for an event and shall ensure that all furnishings are returned to the original location at the conclusion of all events.

24. BREACH OF CONTRACT. If either party ("Defaulting Party") breaches any provision of this Agreement, which causes damage to the other party ("Non-Defaulting Party"), the Non-Defaulting Party may notify the Defaulting Party in writing and request it to rectify and correct such breach. If the Defaulting Party fails to take action satisfactory to the Non-Defaulting Party to rectify and correct such breach within thirty (30) days upon issuance of the written notice by the Non-Defaulting Party, the Non-Defaulting Party may take actions pursuant to this Agreement or pursue other remedies in accordance with the law. Notwithstanding the foregoing, at least 180 days written notice shall be required before the Village may terminate this Agreement for the reasons set forth in Section 16.b

25. PERMITS AND LICENSES. Except as exempted in Section 8 of this Agreement, MFDI shall ensure that any state, local or federal permits or licenses which may be required by the services provided by MFDI or its contractors pursuant to this Agreement are acquired, paid for and maintained.

26. INDEPENDENT CONTRACTOR. MFDI is an independent contractor and no relationship of principle/agent or employer/employee exists between the Village and MFDI. In the event that MFDI employs any third persons in the performance of this Agreement, such person shall be entirely and exclusively under the control, direction and supervision of

MFDI. Nothing in this Agreement shall constitute or be construed to create a partnership or joint venture between the Village and MFDI.

27. MFDI STATUS. At the outset and throughout the duration of this Agreement, MFDI shall:

    a. Be incorporated and remain incorporated as a legal entity under Chapter 181 of the Wisconsin Statutes.

    b. Maintain a current registration with the State of Wisconsin Department of Financial Institutions, or any successor office.

    c. Maintain eligibility for Internal Revenue Service certification establishing MFDI as a tax-exempt entity under Sec. 501(c)(3) of the Internal Revenue Code.

28. ASSIGNMENT. MFDI shall not assign or transfer any interest in this Agreement without prior written consent of the Village, which consent shall not be unreasonably withheld; provided, however, that nothing herein shall prevent MFDI from subcontracting for various services required by this Agreement, so long as MFDI remains primarily responsible for the performance of such provision or obligation unless MFDI is released therefrom by written agreement from the Village. MFDI shall not be required to provide the Village with copies of any vendor agreement pursuant to Section 10.

29. ASSUMPTION OF RISK. MFDI is responsible for and assumes the liability and risks related to providing the services in this Agreement.

30. INDEMNIFICATION. MFDI shall indemnify and save the Village from all losses and damage to any person or property resulting from the willful or negligent act or omission of MFDI, its employees, agents, representatives or licenses or invitees; or resulting from the failure of MFDI to perform or observe any of the terms and conditions of this Agreement to be performed or observed by MFDI. The foregoing indemnities shall not be construed to limit or adversely affect the ability of the Village or MFDI to avail itself of the benefits of the insurance coverages set forth in this Agreement. Notwithstanding the foregoing or any other obligation of either party set forth hereunder, nothing in this Agreement shall be construed, interpreted, or implied to waive, forego, or diminish in any way the protections, rights, and immunities afforded to either party, as may be applicable, pursuant to Wis. Stat. § 893.80 with respect to any claim or suit asserted, made, brought, or filed against either party by any person.

31. INSURANCE. MFDI shall purchase and maintain in full force and effect at all times during the term of this Agreement insurance as set forth below. The Village, its officers, employees and agents shall be named as a co-insured or additional insured on all insurance coverage. The policies shall provide that no cancellation, major change in coverage or expiration may be affected by the insurance company or MFDI without first giving the Village thirty (30) days written notice prior to the effective date of such cancellation or change in coverage. MFDI shall provide the Village with proof of the coverage required

by this section within thirty (30) days of any request. It shall be MFDI's sole responsibility to obtain assurances of appropriate liability insurance from promotors and/or sponsors of events scheduled for the Event Space or to provide at its own expense such insurance for a promoter or sponsor, and such other coverage as is necessary to insure other personal property located in the Event Space.

a. Comprehensive Liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be:

   i. Bodily injury including death, $1,000,000 for each person, each occurrence and $2,000,000 aggregate;

   ii. Property damage, $1,000,000 for each occurrence and $2,000,000 aggregate.

b. Equipment insurance on all equipment and facilities. Including fixtures, funded in whole or in part under this Agreement to replacement cost. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe. Village shall be shown as lien holder on all policies to the extent of the Village's interest.

c. Workers' Compensation insurance and Employer's Liability with limits as required by Wisconsin law with an insurance carrier satisfactory to the Village.

d. Errors and Omissions insurance to cover, at a minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; misuse of musical or literary materials.

32. PUBLIC RECORDS. MFDI understands and acknowledges that the Village is subject to Subchapter II of Chapter 19 of the Wisconsin Statutes ("Public Records Law") and agrees to retain all records as defined by Wisconsin Statutes § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after termination or expiration of this Agreement.

33. INTELLECTUAL PROPERTY. MFDI shall be responsible for ensuring that intellectual property rights for all performances and events in the Event Space are appropriately licensed as is necessary to protect the intellectual property of authors, publishers and others whose works are performed.

34. USE OF VILLAGE LOGO. MFDI shall not use the logo of the Village for any purpose in providing services pursuant to this Agreement without the written consent of the Village.

35. UTILITIES. MFDI may utilize any and all utilities within the Event Space while performing services pursuant to this Agreement and the Village shall ensure that all utilities remain in good working condition throughout the duration of this Agreement.

36. NOTICE. All notices required under this Agreement shall be sufficient if personally delivered, sent by registered mail, transmitted by facsimile or by email to the other party as follows:

a. If to MFDI:

Executive Director, Menomonee Falls Downtown, Inc.
N88W16447 Main Street, Suite 300 BMenomonee Falls, WI 53051
Email: menomoneefallsevents@gmail.com

b. If to the Village:

Village Manager
Village of Menomonee Falls
W156N8480 Pilgrim Road
Menomonee Falls, WI 53051
Fax: (262) 532-4249
Email: admin@menomonee-falls.org

37. COOPERATION. Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

38. COMPLIANCE. MFDI shall comply with all local, state and federal rules and regulations in the provision of services pursuant to this Agreement.

39. APPLICABLE LAW. This Agreement shall be interpreted and enforced under the laws of the State of Wisconsin.

40. WAIVER. Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed a waiver of any other right or power.

41. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in effect.

42. ENTIRE AGREEMENT. This Agreement is the entire Agreement of the parties and shall supersede all prior negotiations and agreements whether written or oral. This Agreement may be amended only by a written instrument signed by the duly authorized representatives of both parties. Any purported oral amendment to this Agreement shall be invalid.

END AGREEMENT TEXT

SIGNATURES

VILLAGE OF MENOMONEE FALLS

Approved by the Board of Trustees of the Village of Menomonee Falls on the _____ day of _____, 2026.

By: _____
Jeremy Walz
Village President

By: _____
Amy Dishinger
Village Clerk

MENOMONEE FALLS DOWNTOWN, INC

Approved by the Board of Directors of the Menomonee Falls Downtown, Inc on the _____ day of _____, 2026.

By: _____
President, Board of Directors
Menomonee Falls Downtown, Inc

EXHIBIT A

Village Park

Map 27a

Village Park Recommendations Map (North)

Recommendations Summary: The acquisition of new park property along Appleton Avenue and the development of an entrance plaza, market pavilion, performance amphitheater, splash pad and unique play areas will transform Village Park into a major destination within downtown Menomonee Falls. The east end of the park (outlined in orange) will be designated as a special purpose park with an emphasis as a community gathering/events spaces.


Farmers Market Pavilion


Amphitheater


Splash Pad


Destination Playground



Grand entrance
Monument sign
Kiosk
Plaza
Event space
Garfield Drive
Appleton Avenue
Underground power lines
Farmers market pavilion
Splash pad with river theme
Special Purpose Park Area
Seasonal ice skating rink
Exterior upgrades to bathrooms
BID office & visitors center
Big kid play area with grade changes
Great lawn
Landscape beds
Overlook
Monument sign
Amphitheater
Trail head & kisok
Resurfaced parking area
Younger child play area
Paved trail
Realign park boundary to incorporate new parcels and Mill Street right-of-way
Sidewalk to Veterans Memorial
Resurfaced tennis courts
Stone steps
Crushed limestone trail
Resurfaced parking area
Convey stormwater via pipe to pond
Community Park Area
Natural playscape & slides
Basketball court
Picnic shelter
Crushed limestone trail
Marked fitness loop
Paved trail and ramp to gazebo

EXHIBIT B



Scale: 0 10 20 40

19_0822

Village Park - Menomonee Falls, WI

Ayres Associates | 5201 East Terrace Drive Madison, WI | t 608.443.1200

EXHIBIT C



Scale: 0 10 20 40

19_0822

Village Park - Menomonee Falls, WI

Ayres Associates | 5201 East Terrace Drive Madison, WI | t 608.443.1200 AYRES ASSOCIATES

EXHIBIT B



Scale: 0 10 20 40

N

19_0822

Village Park - Menomonee Falls, WI

Ayres Associates | 5201 East Terrace Drive Madison, WI | t 608.443.1200

AYRES ASSOCIATES

EXHIBIT C



Village Park - Menomonee Falls, WI

Ayres Associates | 5201 East Terrace Drive Madison, WI | 1.608.443.1200 AYRES ASSOCIATES

General Government Committee **3.**

Meeting Date:	08/17/2026
Topic:	Operator's License Application - Margaret Ann Sanders
From:	Jack Busscher, Deputy Village Clerk
Department:	Clerk Services
Presenter:	Police Department Representative
Date of Committee Action (if required):	08/17/2026
Date of Village Board Action (if required):	08/17/2026

Information

Subject:

Consideration of an Operator's License Application - Margaret Ann Sanders

Background Information:

See attachments.

Key Issues for Consideration:

Action By Committee or Village Board:

Attachments

Request to Appear Letter

Bartenders License Application - Margaret Ann Sanders

Village of Menomonee Falls
W156 N8480 Pilgrim Road
Menomonee Falls WI 53051-3140
Telephone: 262.532.4200

August 3, 2026

Margaret Ann Sanders
8914 W. Appleton Ave
Milwaukee, WI 53225

Dear Margaret:

Please be advised that pursuant to Village of Menomonee Falls Municipal Code of Ordinances Sec. 6-41(g)(2) your Village of Menomonee Falls Provisional Operator's License is immediately revoked due to failure to disclose convictions.

The General Government Committee of the Village Board is requesting you to attend their meeting on Monday, August 17, 2026, at 6:00 p.m. to discuss your application for an Operator's License in the Village of Menomonee Falls.

The meeting will be held at the Municipal Building Board Room #2245 located at W156N8480 Pilgrim Road. If you are unable to attend, please contact me at (262) 532-4205 prior to the meeting date. **FAILURE TO APPEAR MAY RESULT IN DENIAL OF YOUR APPLICATION**.
Sincerely,
VILLAGE OF MENOMONEE FALLS

Jack Busscher
Deputy Village Clerk

cc: Village Attorney Adam Koenings
Village Manager Mark Fitzgerald
Village Clerk Amy Dishinger
Chief of Police Mark Waters
Assistant Police Chief Eugene Neyhart
Sergeant Christopher Bellows

VILLAGE OF MENOMONEE FALLS
APPLICATION FOR OPERATOR/BARTENDERS LICENSE

Process Time: 2 to 4 weeks

Fees	
X	Operator $50
X	Provisional $15
X	Background Check $7
New	Application Type

IF APPLICATION IS DENIED OR APPLICANT WITHDRAWS, ALL FEES ARE NON-REFUNDABLE

All questions on this application must be answered completely and accurately before it can be processed. Failure to do so could result in a delay or even denial of the application.

Name of Applicant:	Margaret	Ann	Sanders	n/a
	(First)	*(Middle)*	*(Last)*	*(Previous Last Names)*

Address: 8914 W Appleton Ave n/a

City, State & Zip: Milwaukee, WI 53225

Phone Number: 414-387-6898 Email: maggiesanders1990@gmail.com

Date of Birth: [redacted] Sex: Female Age: 36

Driver's License #: [redacted] Issuing State: WI

At what establishment(s) will this license be used? Ally's Bistro

Answer the Following Questions Completely	Yes or No/NA
1. Have you been convicted of a felony within the last five (5) years? (If yes, explain below)	No/NA
2. Have you been convicted of any ordinance and/or misdemeanor violations for the following within the last twenty-four (24) months: • Any violations related to or involving alcohol • Any violations related to a controlled substance • Resisting arrest/battery to a police officer/obstructing justice • Disorderly conduct if in conjunction with activity at a licensed alcohol establishment (If yes, explain below. Stipulation/payment of fine for any offense is considered as a conviction).	No/NA
3. Have you been denied a license to serve alcohol or had your license to serve alcohol revoked or suspended within the preceding twenty-four (24) months? (If yes, explain below)	No/NA
4. Do you owe any outstanding debts to the Village of Menomonee Falls including but not limited to personal property taxes, real estate taxes and fines? (If yes, explain below)	No/NA

Explanation of Violation/Offense		
Date of Violation/Offense	Type of Violation/Offense	Jurisdiction were Violation/Offense Occurred

Outstanding Debts	
Type of Outstanding Debt	Dollar Amount Outstanding

List Previous Addresses for the Past Two (2) Years
n/a n/a, n/a n/a

Training Requirements
The Village of Menomonee Falls may not issue an operator's license unless the applicant has completed a responsible beverage server training course. Applicants are exempted from the training course requirement if they are renewing an existing operator's license, have completed the training course within the last two years, or have held a retail license, manager's or operator's license

anywhere in the state within the last two years. If applicable, provide a copy of your beverage server certificate or a copy of an operator's license held in the last 2 years with this application.

I hereby certify that the information provided on this application is true and correct. I understand that failure to provide all required information may be grounds for denial of my alcohol beverage license. I further understand that falsification of any information may be grounds for denial or revocation of this license. I am aware of the state and municipal laws governing the sale of alcohol beverages and agree to abide by those laws.

I understand that the Menomonee Falls Police Department will do a background check based on my application. I hereby authorize the release of any and all records requested by the Menomonee Falls Police Department in its investigation. I further understand that the Police Department may provide that information to the Village General Government Committee and Village Board of Trustees.

I hereby release any individual, institution or agency, including its officers, employees or other related personnel, both individually or collectively, from any and all liability for damages of whatever kind, which may at any time result to me, my heirs, my family or associates because of compliance with this authorization and request to release information or any attempt to comply with it.

Application signed and submitted online. Date: 7/17/2026
(Applicant Signature)

Submit the completed application along with the license fee to:

Village of Menomonee Falls
% Clerk Services
W156N8480 Pilgrim Road
Menomonee Falls WI 53051

Phone (262) 532-4200

U:Village Hall/Clerk Services/1 Department Common/Licensing/Operators-Bartenders License