# Monthly Town Board Meeting – March 12, 2012 – 6:00 p.m.

Mukwa Town Hall, E8514 Weyauwega Rd., Northport 14 in attendance; 5 non-residents including DNR Conservation Warden – Bryan Lockman

Chairman Curns called the meeting to order at 6:00 p.m. Notification of this meeting was given to the Press on March 5, 2012 and the final agenda was posted in the three designated places on March 10, 2012.

The Pledge of Allegiance was recited.

Roll call of Officers: Jim Curns, Chairman – Present; Lee Shaw, Supervisor 1 – Present;

Neil Freeman, Supervisor 2 – Present; Brenda Grove, Treasurer – Present; Jeannette Zielinski, Clerk – Present.

All Meetings/Hearings will adhere to Robert's Rules of Order Pursuant to Town of Mukwa Ordinance 10-05.

<u>Approve Monthly Town Board Meeting Minutes:</u> Motion was made by Supervisor Shaw to approve the February 13, 2012 Monthly Town Board Minutes with a correction under Roads-Post Hole Digger: correct minutes to state "gas" not "electric." A second to the motion was made by Supervisor Freeman. Motion carried.

<u>Treasurer: Approve Monthly Treasurer's Report:</u> Motion was made by Supervisor Shaw, seconded by Supervisor Freeman to approve the February 29, 2012 Treasurer's Report as presented & read. Motion carried.

<u>Budget/Vouchers:</u> <u>Approval & Payment of Vouchers:</u> Motion was made by Chairman Curns/Sup. Shaw to approve payment of Vouchers 23937 through 23983, dated February 14, 2012 through March 12, 2012, and Direct Withdrawal of Social Security, Medicare & Federal Taxes of \$1,197.73, and a \$10.00 NSF bank charge, for a total of \$925,965.93. Motion carried. (a) <u>Decision which Account to Annually Pay for NLRFD Tanker Truck:</u> Motion was made by Chairman Curns to move the funds (\$7,044.82) from the Contingency Fund into the NL Fire Department Account to pay for the Town portion of the water tanker truck. Supervisor Freeman seconded the motion. Motion carried.

<u>Public Forum - Town of Mukwa Residents:</u> Wayne Poppy: Faskell Road wanted to speak now regarding his airport – Northport Private (later on agenda). Mr. Poppy explained the lengthy process required when he put in his airport & how concerned he was regarding the proposed cell phone tower in the Town of Lebanon, but in the direct flight path of said airport. Mr. Poppy was present to ask for support from the Town Board in resisting the tower.

<u>Plan Commission:</u> (a)<u>Update/Monthly Report:</u> Plan Commission Chair Shaw reported that there was no March meeting. Next Scheduled Meeting (if Needed): Wednesday, April 4<sup>th</sup> at 6:00 p.m. to be held at the Mukwa Town Hall.

<u>Building Inspector:</u> (a) <u>Report for February-March:</u> Paul Brennan-Ebony Rose Lane: Detached Garage; Greg Wood-Cty Trk X: Retruss Roof of Existing Dwelling. Monthly Total - \$27,000 & Year-to-Date Total - \$317,000. Motion to accept the February Building Inspector's Report was made by Chairman Curns with a second to the motion made by Supervisor Freeman. Motion carried.

Animal Control Officer: (a) Animal Report Forms/Veterinary Invoice/s: None (b) Citation Letter/s: None issued.

Pump House (by Wolf River-Ferry St): Discussion and follow-up – power has been discontinued to the pump house. Lee McFaul was present and gave the Board a GIS map and Warranty Deed regarding the area that the pump house sits-found that the property sits on what was the abandoned & discontinued County Trunk X, but also right on Lee McFaul's property line. Decided it was best to just remove this building. Motion was made by Supervisor Shaw to advertise for selling the building (end of Ferry Street), sell the pump & engine to be removed & that the bidder would be responsible for moving/removing said building. Supervisor Freeman made a second to the motion. Motion carried. Once everything is removed the Town will need to clean-up the site. May need to add additional guard rails/signage, will assess when the building is removed.

Roads: (a)Monthly Report: (b)Road Equipment-Report/Repairs/ Purchases Needed: OK for now (c)Waupaca County Highway Department-Brushing/Tree Trimming & Stump Removal-Follow up: Started on Ostrander Road - waiting for the bucket truck & chipper. Supervisor Shaw requested quotes for stump removal in the road right-of-way on Klatt Road. Jahnke-\$175.00; Digger's Stump Removal (Randy Elsner)-\$104.00; Motion was made by Supervisor Shaw to contract Digger's Stump Removal take care of the three stumps on Klatt Road for a total of \$104.00. Supervisor Freeman made a second to the motion. Motion carried. (d)Transfer Town Half of Beckert Road to City-Follow-up: Letters will be mailed to affected property owners. (e)Grader Wing: Spoke with Jaeger-slide worn out/City will load & take to Jaeger, he will only charge us for materials. Motion was made by Chairman Curns to offer the City of New London \$1,500.00 for the grader wing. Discussion. Chairman Curns amended his motion to offer the City up to \$1,500.00, but start at \$1,000.00. Supervisor Shaw seconded the motion. Motion carried. (f)Mailboxes: Had a phone call that mailboxes on Church Road hit, couple of property owners purchased new mailboxes. Town will replace the mailbox(standard mailbox) if it is hit by snow removal equipment-per Town Winter Maintenance Policy.

<u>Meetings/Training/Waupaca County Zoning Hearings:</u> <u>Attended:</u> (1)Supervisor Shaw & Treasurer Grove attended the February 16<sup>th</sup> Waupaca County Towns Association Meeting held in Manawa; (2)Chairman Curns attended the February 18<sup>th</sup> Wisconsin Towns Association Meeting/Training held in Stevens Point; (3)Chairman Curns & Supervisor Shaw attended the March 7<sup>th</sup> Wolf River Preservation Meeting held in Fremont . <u>Upcoming:</u> (1)March 16<sup>th</sup> – Wisconsin Town's Association District Meeting-DePere-Supervisor Shaw is attending this session.

<u>Dennis Handschke-Detach/Annex Portion of Land Currently in the City of New London into Mukwa:</u> Mr. Handschke was present to explain his proposal. Stated that he was planning on detaching around 120 acres of wooded land from the City of New London (behind Wal-Mart) & annexing it to Mukwa. Advised Mr. Handschke to keep in touch with us regarding policy & procedure & when he will need to be added to a future agenda.

<u>DNR</u>: (a) <u>Wolf River Buoys</u>: Jeff Kottke-Deer Haven Drive attended the last Wolf River Preservation Meeting & was advised to attend a Town Board Meeting & the DNR regarding concerns with boat traffic. Location is 65 yards wide & boats come around the curve & hug the outside corner, almost hitting the dock. During high water, the dock was under water & the boats kept blowing by, even though the high-water rules were in place. Bryan Lockman, DNR Conservation Warden was present & stated that the sheriff's water patrol was in that area to try to enforce the high-water rules. Mr. & Mrs. Kottke asked if buoys could be placed near the three property owners, for safety. Bryan explained the rules for buoy placement – they are only placed when it is a matter of public safety or a sensitive natural area. Guidelines are sharp

bends, bottlenecks, and general public interest such as near boat launches. Bryan further explained that the stretch in question is a gradual bend & wide compared to other spots. Buoy placement requires first an ordinance from the municipality, then application for DNR (Madison) approval & this project would probably not get DNR approval due to the guidelines. (b)Ordinance 3-00 Regulation of Fishing Rafts & Floating Piers-Discussion: Bryan emphasized that the rafts were in compliance, but were still close enough to the water that they could have been in violation if the water would have gone up. Follow-up to letters that were sent – 4 were totally moved, 2 or more were sold to new owners. Supervisor Shaw did some research & several property owners that are allowing rafts to moor are in the MFL program and are not allowed to receive any reimbursement per the rules of that program. Bryan mentioned that per our Ordinance, even in the winter the Board can still force raft owners to move them. Goal would be that all raft owners would totally remove their rafts at the end of the season.

<u>Operator License Approval – Royalton Station-Marie Schultz:</u> Motion to approve an Operator License for Marie Schultz at Royalton Station Convenience Center was made by Chairman Curns with a second to the motion made by Supervisor Freeman. Motion carried.

Adopt-Resolutions: (a)64-1-12 Mutual Aid Box Alarm System (MABAS) Agreement: Motion to Adopt Resolution 64-1-12 Mutual Aid Box Alarm System (MABAS) Agreement was made by Supervisor Shaw with a second to the motion made by Supervisor Freeman. Motion carried. (b)64-2-12 Addendum "C" to Mutual Aid Box Alarm System (MABAS) Agreement: Motion to Adopt Resolution 64-2-12 Addendum "C" to Mutual Aid Box Alarm System (MABAS) was made by Supervisor Shaw with a second to the motion made by Supervisor Freeman. Motion carried.

# TOWN OF MUKWA RESOLUTION 64-1-12 MUTUAL AID BOX ALARM SYSTEM (MABAS) AGREEMENT

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)" that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the parties hereto have determined because of geographical considerations it is important for Illinois units and Wisconsin units to coordinate mutual aid through the Mutual Aid Box Alarm System for the effective and efficient provision of Mutual aid; and WHEREAS, it is recognized and acknowledged that emergencies, natural disasters, and man-made catastrophes do not conform to designated

territorial limits and state boundaries; and WHEREAS, the Wisconsin Statue 66.30(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state. (Wis.Stats. 66.30(5).

WHEREAS, the State of Illinois has provided similar provisions under the "Intergovernmental Cooperation Act" of 5 ILCS 220/1 et seq.

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

**NOW, THEREFORE,** in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereinafter 'MABAS') and the covenants contained herein. **THE PARTIES HERETO AGREE AS FOLLOWS:** 

# SECTION ONE Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

# SECTION TWO Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city, village or fire protection district having a fire department recognized by the State of Illinois, or the State of Wisconsin, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.
- F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board": The governing body of MABAS comprised of Division representatives.

# SECTION THREE Authority and Action to Effect Mutual Aid

A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid

- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
  - C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
    - 1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS.
    - 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
    - 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of **MABAS**;
    - 4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

# SECTION FOUR <u>Jurisdiction Over Personnel and Equipment</u>

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

## SECTION FIVE Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX <u>Insurance</u>
Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000.00 auto and \$1,000.00 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

# SECTION SEVEN Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel. Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

## SECTION EIGHT Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond, however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE <u>Term</u>

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section. Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

# SECTION TEN Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

### SECTION ELEVEN Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parties hereto.

# SECTION TWELVE Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

## SECTION THIRTEEN Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

## SECTION FOURTEEN Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Wisconsin.

# **SECTION FIFTEEN** Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

# SECTION SIXTEEN Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the bylaws shall coordinate the activities of the MABAS.

# SECTION SEVENTEEN Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

# SECTION EIGHTEEN Rules and Procedure

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

# SECTION NINETEEN Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

NOW, THEREFORE, BE IT RESOLVED, that the Mutual Aid Box Alarm System Agreement (MABAS), a copy of which is attached hereto and incorporated herein by reference, is hereby approved and the **Chairman** and **Town Clerk**, be authorized to execute the same on behalf of the **Town** 

The above and foregoing Resolution was adopted by the Town Board of the Town of Mukwa, Waupaca County, Wisconsin, at the Monthly Town Board Meeting held on the 12th day of March, 2012 and shall take effect and be in force effective immediately.

Aye <u>3</u> /s/Chairman, Jim Curns No 0

/s/Supervisor #1, Lee Shaw /s/Supervisor #2, Neil Freeman

I hereby certify that this is a true copy of a Resolution passed by the Town Board of the Town of Mukwa, on the 12th day of March, 2012.

/s/Jeannette Zielinski, Municipal Clerk

Mukwa Town Hall/Bean City Bar & Grill/Northport Convenience Center Posted: March 13, 2012

# (b): TOWN OF MUKWA RESOLUTION 64-2-12 ADDENDUM "C" TO MUTUAL AID BOX ALARM SYSTEM (MABAS) AGREEMENT

WHEREAS, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities and with federally recognized Indian tribes and bands in this state for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state, as provided in Wisconsin Statute 66.0303(3)(b); and

WHEREAS, the Wisconsin Statute, 166.03(2)(a)3, provides that the standards for fire, rescue, and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response throughout Wisconsin and neighboring states; and

WHEREAS, the Attorney General of the State of Wisconsin must approve any agreement between a Wisconsin municipality and a municipality of another state, and said agreement was approved by the Attorney General of the State of Wisconsin on December 22, 2000; and

WHEREAS, said agreement was submitted to the governor of the State of Wisconsin for his concurrence, which was obtained and later adopted under Wisconsin Statute 66.0303(3)(a) and (b); and

WHEREAS, the <u>Town of Mukwa Town Board</u> believes that intergovernmental cooperation for purposes of public safety and protection should be encouraged and that the Mutual Aid Box Alarm System Agreement (MABAS) would afford these benefits to county residents by coordinating fire protection and emergency medical services, as recommended in Resolution 64-1-12 dated March 12, 2012; and WHEREAS, it is in the best interest of the <u>Town of Mukwa</u> to enter into the proposed Mutual Aid Box Alarm System Agreement (MABAS) to

WHEREAS, it is in the best interest of the <u>Town of Mukwa</u> to enter into the proposed Mutual Aid Box Alarm System Agreement (MABAS) to provide for the coordination of fire protection and emergency medical services in the event of a large scale emergency, natural disaster, or man-made catastrophe.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mutual Aid Box Alarm System Agreement (MABAS), a copy of which is attached hereto and incorporated herein by reference, is hereby approved and the **Chairman** and **Town Clerk**, be authorized to execute the same on behalf of the **Town of Mukwa**.

The above and foregoing Resolution was adopted by the Town Board of the Town of Mukwa, Waupaca County, Wisconsin, at the Monthly Town Board Meeting held on the  $\underline{12}^{th}$  day of March, 2012 and shall take effect and be in force effective immediately.

Aye  $\underline{3}$  /s/Chairman, Jim Curns No  $\underline{0}$  /s/Supervisor #1, Lee Shaw

/s/Supervisor #2, Neil Freeman

I hereby certify that this is a true copy of a Resolution passed by the Town Board of the Town of Mukwa, on the 12<sup>th</sup> day of March, 2012.

/s/Jeannette Zielinski, Municipal Clerk

Posted: March 13, 2012 Mukwa Town Hall/Bean City Bar & Grill/Northport Convenience Center

Cell Phone Tower/Stiebs & Johnson Road-Concerns Regarding Poppy Airport: North of Stiebs & Johnson Road in the Town of Lebanon, but directly in the flight path of Wayne Poppy's Northport Private Airport. Chairman Curns went to Waupaca County Zoning regarding this issue – the tower being proposed is 199 feet, but on a 140 foot hill with a total height is 346 feet. At 199 feet, this tower would be exempt from having a light, at 200 feet the rules change and there would be more regulations. It is a concern that there would be an unlit tower at the north end of the airport runway. At this point, the County may not approve this tower as there are other towers in the area. There is a Zoning Hearing scheduled for March 22<sup>nd</sup> at 10:15 a.m. to be held at the Waupaca County Courthouse. Supervisor Shaw made a motion to deny this tower in Lebanon near the Town of Mukwa because of its effect on Northport Private Airport on Faskell Road. Supervisor Freeman made the second to this motion. Motion carried.

<u>Possible Monthly Town Board Meeting Date Change – From 3<sup>rd</sup> Monday to 2<sup>nd</sup> Monday:</u> Discussion. Due to timing of receiving financial statements, best to leave the meeting date as is & adjust as needed. Noted: July 16<sup>th</sup> meeting will be changed to July 9<sup>th</sup> & the November 19<sup>th</sup> meeting will be changed to November 12<sup>th</sup>.

<u>Correspondence Received:</u> April 26<sup>th</sup> nIc Foundation Information Fair & Candle Lighting Cermony-4:00 pm at Family of Christ Church, Clintonville (flyers available in Clerk's Office)

Motion to adjourn was made by Chairman Curns. Second by Supervisor Shaw. Motion carried. Respectfully Submitted,

Jeannette Zielinski, Municipal Clerk