

AMENDED
CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING
Tuesday, November 26, 2019 - 6:30 PM
Council Chambers - City Administration Building

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

AGENDA

1. Approval of Minutes of the October 29, 2019, Regular Meeting and the November 20, 2019, Special Meeting (Minutes can be found on the City website)
2. Public Appearances
3. Conversion Therapy Ban – Youth Mental Health Ordinance Discussion (Attachment)
4. Request to Authorize Police Department to Accept Walmart Grant (Attachment)
5. Request to Purchase Auto License Plate Reader (Attachment)
6. MOU for Jewelers Mutual for Jewelers Park Trail (Attachment)
7. Agreement for Downtown Parking Charges (Attachment)
8. Downtown Parking Changes (Attachment)
9. Incomplete Operator License Amendment Process (Attachment)
10. Licenses:
 - a. Beverage Operator License Applications (Attachment)
11. Public Works General Construction and Department Activity (Attachment)
12. Announcements / Future Agenda Items
13. Adjournment

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the **Public Works Administrative Assistant at (920)886-6240** or the **City's ADA Coordinator at (920)886-6106** or e-mail **attorney@ci.Neenah.wi.us** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Tuesday, October 29, 2019 - 6:30 PM
Hauser Room - City Administration Building

Present: Alderpersons Bates, Lendrum, Spellman and Stevenson

Excused: Ald. Lang

Also Present: Mayor Kaufert, City Attorney Godlewski, Director of Public Works Kaiser, Director of Community Development and Assessment Haese, Deputy Director of Community Development and Assessment Schmidt, Director of Parks and Recreation Kading, Traffic Engineer Merten, Police Chief Olson, Police Captain Bernice, Ald. Boyette, Ken Zwick, Dan McIntosh

Minutes: Motion/Second/Carried Lendrum/Stevenson to approve the minutes of the October 8, 2019, Regular Meeting and the October 16, 2019, Special Meeting. All voting aye.

Public Appearances: None.

Ordinance 2019-24: Plan Commission Organization: City Attorney Godlewski and Mayor Kaufert updated the Committee on recent contact with the Neenah Joint School District regarding the appointment of a school board member to the Plan Commission. NJSD had appointed a board member who lives outside of the City. Ordinance requires that the school board member be a City resident. Mayor Kaufert stated that the school district superintendent had asked if the City would consider revising the ordinance to remove the city residency requirement.

City Attorney Godlewski reviewed the Plan Commission composition, which includes the Mayor, Director of Public Works, one Alderman appointed by the Common Council, representatives from the Park and Recreation Commission and Board of Education (and who is a city resident) and 3 additional residents who are not City Officials, for a total of 8 members. He stated that the proposed ordinance would remove the requirement that a school board member be on the Plan Commission. Committee discussed the rationale for having a school board member on the Plan Commission.

Following discussion, the consensus of the Committee was to maintain the current Plan Commission composition and to retain the requirement that Plan Commission members be City residents. Mayor Kaufert stated that he would relay the message to the school district superintendent.

Discussion and Update on Neenah High School / Memorial Park Parking During School Days and On-Street Parking Changes in Area of High School: Mayor Kaufert provided the Committee with background on discussions with the Neenah Joint School District regarding use of the Memorial Park parking lot for high school student parking. He noted that the NJSD had asked to re-visit the use of that parking lot, reversing a prohibition that was placed a number of years ago due to student conduct in the lot.

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Mayor Kaufert noted that conditions for an agreement were developed that would place the lot under NJSD control during school hours and allow it to be enforced in the same manner as a high school parking lot. The lot would be monitored and cleaned by high school staff or volunteer groups. He stated that the city's interest in the arrangement is tied to an ability to remove some current on-street parking to improve safety and reduce neighborhood traffic and parking problems. He stated that the high school would sell permits for the lot. NJSD would pay the city \$2,000 per year.

Parks and Recreation Director Kading stated that the agreement involves about 140 spaces in the Tullar Road parking lot. He noted that 12 stalls would remain open for public use. He stated that the city would continue to have winter maintenance responsibility. He stated that the high school would sell permits at an annual cost of about \$35 per space. Committee noted that this would raise about \$4,900 in revenue for the school.

Mayor Kaufert noted that the Parks and Recreation Commission has oversight of the park property and they have approved this agreement in concept. He noted that his office has received periodic complaints from neighbors regarding on-street student parking. He stated that he intends to hold a neighborhood meeting to discuss the Memorial Park parking proposal and the on-street parking restrictions. Committee requested that the Council be notified of the meeting schedule.

Ald. Boyette addressed the Committee to question school district responsibility toward major maintenance of the Tullar Road parking lot given the increased use. Director Kading noted that those costs are not built into the lease. He also noted that other park facilities would still be available for use during the school year. He noted that the lease payment would be revenue to parks operations.

Committee discussed the impact on police services with the need to monitor the additional parking. Chief Olson noted that School Resource Officer Strebek will monitor all locations. She may ask for patrol support if it is needed. Mayor Kaufert noted that Neenah High School also has a parking services manager who can assist.

Traffic Engineer Merten reviewed the current on-street parking restrictions. He noted proposed changes to on-street parking to address resident concerns, improve driver vision clearance areas and to improve intersection operations. Committee discussed congestion at the Tullar/Apple Blossom intersection. He discussed the field work involved to implement the changes and the amount of time needed. He noted that the spaces being made available in Memorial Park exceed the number of spaces being removed on-street.

Ald. Boyette addressed the Committee to question the impact of the parking removals on events held at the high school. She also expressed concern for a potential increase in traffic on Pendleton Road. Traffic Engineer Merten reviewed locations where the proposed parking changes are school day prohibitions and where they are permanent removals. He reviewed the proposed pavement marking plan for Tullar Road.

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Mayor Kaufert noted that the parking changes could be implemented on a trial basis for one year with a follow-up evaluation. He stated that NJSD hopes to sell permits starting December 1 for a start in January 2020. This would require that an agreement with the NJSD be brought to Council in November. Committee discussed placing this item on the next available meeting agenda.

Lakeshore Avenue Options: Director Kaiser reviewed his memo of October 23, 2019 regarding design options for Lakeshore Avenue. He noted the factors considered in evaluating the design options - vehicle traffic accommodation, pedestrian traffic accommodation, bicycle traffic accommodation, aesthetics, drainage, economic development/tourism, environmental issues, and maintenance. He stated that a goal of the reconstruction is to provide a safe and comfortable environment for vehicular and non-vehicular traffic to co-exist.

Traffic Engineer Merten reviewed the traffic count data. Traffic counts were collected from video taken from May 29 – June 5, 2019 and from July 9 – July 16, 2019 at the intersection of Lakeshore Avenue and Wheeler Street. He noted that the average daily traffic during those periods was 963 vehicles per day and 414 pedestrians/bicyclists per day. He described the composition of non-motorized traffic and noted the directional split of the various traffic categories.

Director Haese discussed the value that off-street trails provide for a progressive city image. He commented on the leisure value in the Lakeshore Avenue route and noted that it is one of the highest pedestrian traffic locations in the city even though it is not surrounded by a residential neighborhood. He noted the trend of people choosing a living location first and workplace after. He noted that they are selecting where they live based on their view of the quality of life that the location can provide, which is enhanced with trails.

Ald. Boyette addressed the Committee to note that a trail could wind around trees to minimize impacts. She also encouraged the Committee to consider installing a sidewalk on the resident side of the street to eliminate an additional demand on city snow removal crews. Ald. Lendrum expressed that people will still walk on the street because they want to be closer to the water. Traffic Engineer Merten commented on the difference in sidewalk width and trail width. He noted that the traffic data collection included counts of individual pedestrians and pedestrians that traveled in groups of 2 or more. He stated that 62% of the pedestrians traveled individually and 38% traveled in groups. Ald. Boyette questioned Director Kaiser as to the relative maintenance difficulty of the listed options.

Ken Zwick, 730 Congress Place, addressed the Committee to express support for construction of an off-street trail with the project. He noted his experience in moving to this area and using Lakeshore Avenue. He encouraged the City to take advantage of this opportunity to look at the long-term potential of that kind of facility and not be so focused on snow removal. He expressed that the current 400 pedestrians and bicyclists per day would increase if a safe, separated trail were built.

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Deputy Director Schmidt reviewed comprehensive plan information showing public support for increasing opportunities for biking and walking along with improving access to the water. He reviewed survey data that was collected as part of the comprehensive planning process. He noted that Lakeshore Avenue is not just used by the neighborhood but is a destination location.

Committee discussed construction timeframe and resident access. Staff noted that construction may be able to be staged to avoid seasonal peak use time periods.

Dan McIntosh, 234 Lakeshore Avenue, addressed the Committee to comment on the need to maximize greenspace and tree preservation and to minimize hard surface. He noted the benefits that trees provide to shoreline protection.

Committee outlined their opinions on the alternatives offered. There was support for preserving trees to the greatest extent possible. Ald. Bates expressed that this is the opportunity to do something special. Ald. Stevenson stated that the issue should be dealt with in the context of the overall budget. He questioned the rationale for discussing the topic at this point. Director Haese noted that a request had been made at the June budget meetings to bring the matter to Committee.

Mayor Kaufert expressed a desire to improve this street. He noted the importance of the roadway to the city and a concern that the ambiance remain as it is. He noted that the budget amount that he allocated to the project was intended to send a message regarding his design preference. He stated that he believes that on-street accommodation of all pedestrian and bicycle traffic is safe and sufficient.

Beverage Operator License Application: The Committee reviewed the beverage operator license applications for Amy E. Decker, Nichole C. Gambsky, Dylan J. Howard, Brooke L. Klabunde, Julie M. Redemann, Alicia S. Rhinehart, Ashley M. Siebers and Jody J. Sipiorski.

Following discussion, **Motion/Second/Carried Lendrum/SPELLMAN to recommend Council approve beverage operator license application for Amy E. Decker, Nichole C. Gambsky, Dylan J. Howard, Brooke L. Klabunde, Julie M. Redemann, Alicia S. Rhinehart, Ashley M. Siebers and Jody J. Sipiorski.** All voting aye.

Beverage Operator License Application - Denial: The Committee discussed the beverage operator license application (new) for Jennifer L. Thomack. Committee noted that the recommendation for denial was based on an incomplete application. Committee questioned the aspects of the application that were incomplete. Mayor Kaufert stated that he would have Deputy Clerk Cheslock provide an explanation prior to the next Council meeting.

Following discussion, **Motion/Second/Carried Stevenson/Lendrum to recommend to Council deny the beverage operator license (new) for Jennifer L. Thomack.** All voting aye.

C.A.

REPORT

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Pawnbroker / Secondhand Dealer License Application:

Committee reviewed the secondhand article dealer license application for Blind Tiger Games, 675 S. Green Bay Road. Committee noted that the "Background Check" section of the application was not completed. Committee discussed the vetting process for these applications. Mayor Kaufert stated that he would have Deputy Clerk Cheslock provide the Council with information about the procedures for processing these applications.

C.A.

Following discussion, **Motion/Second/ Carried Stevenson/Lendrum to recommend Council approve the secondhand article dealer license application for Blind Tiger Games, 675 S. Green Bay Road pending receipt of the requested information.** All voting aye.

Committee reviewed the secondhand article dealer license application for EcoATM, LLC, 1530 S. Commercial Street. Committee noted that EcoATM has another location in Neenah.

C.A.

Following discussion, **Motion/Second/ Carried Lendrum/Stevenson to recommend Council approve the secondhand article dealer license application for EcoATM, LLC, 1530 S. Commercial Street.** All voting aye.

Public Works General Construction and Department Activity:

Director Kaiser noted that the binder mat was paved on Stanley Court and Stanley Street. He stated that the top coat of asphalt was paved on Thomas Court. Committee discussed landscaping and temporary mailbox removal.

Director Kaiser stated that a pre-construction meeting was held for the Breezewood Lane and Harness Sanitary Sewer Extension. He stated that the contractor plans to install main through the Harness Farm easement this year. They plan to install the main in Breezewood Lane next spring.

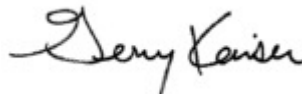
Announcements/Future Agenda Items:

Director Kaiser noted that the next meeting is scheduled for November 12. He stated that the same evening has been tentatively scheduled for a budget workshop. Committee discussed addressing the Neenah High School parking agreement on that evening prior to the budget workshop.

Ald. Spellman's request for a discussion of a conversion therapy ban will be scheduled for the November 26 Committee meeting.

Motion/Second/Carried Lendrum/Spellman to adjourn at 9:00 p.m. All voting aye.

Respectfully submitted,



Gerry Kaiser, PE
Director of Public Works

CITY OF NEENAH
SPECIAL PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Wednesday, November 20, 2019 - 6:00 PM
Hauser Room - City Administration Building

Present: Alderpersons Bates, Lang, Lendrum, Spellman and Stevenson

Also Present: Mayor Kaufert, City Attorney Godlewski, Director of Public Works Kaiser, Traffic Engineer Merten, Ald. Kunz

Proposed Parking Changes Related to Neenah High School: Traffic Engineer Merten introduced parking changes being proposed in the area around Neenah High School. He noted the public information meeting (PIM) that was held on November 18 for residents impacted by the changes being considered. Committee discussed the comments received at the PIM. Traffic Engineer Merten noted concerns voiced by property owners at the Byrd/Tullar intersection and the Apple Blossom/Tullar intersection. Committee noted that the availability of the residential parking permit addressed some of the concerns. Traffic Engineer Merten noted that he had received several calls since the PIM from affected residents mainly in areas where permanent parking removals are being considered. Committee discussed the impact that the proposed changes would have on parking for special events held at the high school.

Mayor Kaufert indicated that he would prefer to address the areas proposed for school days parking restrictions but hold off on the areas proposed for permanent parking removal at this point. Committee discussed the impact of permanent parking removals and alternatives for affected residents. Committee discussed the timing of the changes. Traffic Engineer Merten stated that the signing changes for the school days restrictions could be completed in mid to late December. He stated that he intends to change the school day restriction signing to "Resident Permit Parking Only" in both the proposed areas for that restriction and the existing areas with that restriction.

Ald. Kunz addressed the Committee to express concern with the resident only parking designation. He stated that this incorrectly implies ownership of on-street parking. He questioned the status of the proposed agreement between Parks and Recreation and the Neenah Joint School District for school use of the Tullar Lot at Memorial Park.

Committee discussed the process of approving the agreement between Parks and Recreation and the Neenah Joint School District. City Attorney Godlewski noted that he proposed agreement had been provided to the school district. Mayor Kaufert noted the benefit that the parking changes would provide for street sweeping, snow plowing, and mail delivery. Committee discussed PIM comments requesting additional police presence. Mayor Kaufert noted behavior issues that occurred in this area during the last school year.

Committee discussed implementing the school days restrictions on a temporary basis with future ordinance to formalize adoption. Committee discussed parking on the high school site.

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Report

Following discussion, **Motion/Second/Carried Lendrum/Stevenson to recommend that Council approve, on a trial basis, amendments to parking restrictions to be in place from 7 AM to 4 PM on school days around Neenah High School, as described in items A through D of Traffic Engineer Merten's memo of November 15, 2019, contingent upon approval of an MOU between the Neenah Joint School District and the Parks & Recreation Commission regarding parking in the Tullar Lot of Memorial Park.**

Beverage Operator License Application: The Committee reviewed the beverage operator license applications for Clint J. Broemer, Erin L. Nehring, Margaret R. Reagan, Nicole J. Rivest, Kristin M. Schulz, Stephanie M. Schwarze and Sara E. Young.

Report

Following discussion, **Motion/Second/Carried Lendrum/Spellman to recommend Council approve beverage operator license application for Clint J. Broemer, Erin L. Nehring, Margaret R. Reagan, Nicole J. Rivest, Kristin M. Schulz, Stephanie M. Schwarze and Sara E. Young.** All voting aye.

Change of Agent - Ultimate Mart, LLC: The Committee reviewed the change of agent for Ultimate Mart, LLC, d/b/a Pick 'N Save #124, 1530 S. Commercial Street.

Report

Following discussion, **Motion/Second/Carried Lendrum/Stevenson to recommend Council approve the change of agent for Ultimate Mart, LLC, d/b/a Pick 'N Save #124, 1630 S. Commercial Street, Stefanie Galeana, agent.** All voting aye.

Pawnbroker/Secondhand Dealer:
Committee reviewed the secondhand article dealer license application (renewal) for EcoATM, LLC, 1155 W. Winneconne Avenue.

Report

Following discussion, **Motion/Second/Carried Lendrum/Lang to recommend Council approve the secondhand article dealer license application (renewal) for EcoATM, LLC, 1155 W. Winneconne Avenue.** All voting aye.

Committee reviewed the secondhand article dealer license application (new) for EcoATM, LLC, 828 Fox Point Plaza.

Report

Following discussion, **Motion/Second/Carried Lendrum/Spellman to recommend Council approve the secondhand article dealer license application (new) for EcoATM, LLC, 828 Fox Point Plaza.** All voting aye.

Committee reviewed the secondhand article dealer license application (renewal) for EcoATM, LLC, 1530 S. Commercial Street.

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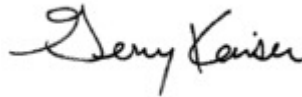
Report

Following discussion, **Motion/Second/Carried Lendrum/Lang to recommend Council approve the secondhand article dealer license application (renewal) for EcoATM, LLC, 1530 S. Commercial Street.** All voting aye.

Mayor Kaufert updated the Committee on the beverage operator license applicant whose application was recommended for denial because of incompleteness. He noted that the needed information has been received.

Motion/Second/Carried Lang/Stevenson to adjourn at 6:45 p.m. All voting aye.

Respectfully submitted,



Gerry Kaiser, PE
Director of Public Works



M E M O R A N D U M

DATE: November 20, 2019
TO: Chair Bates, members of the Public Services & Safety Committee
FROM: Ald. Spellman
RE: Conversion Therapy Ban

I am requesting that a discussion on a conversion therapy ban be added to the agenda of the Public Services and Safety Committee on November 26, 2019.

Contemporary science recognizes that being lesbian, gay, bisexual, or transgender is part of the natural spectrum of human identity and is not a disease, disorder, or illness. “Conversion therapy” is any practice that seeks to change an individual’s sexual orientation or gender identity. Conversion therapy leads to critical health risks including anxiety, depression, decreased self-esteem, substance abuse, homelessness, and suicide. Minors are especially vulnerable to the harms associated with conversion therapy.

Conversion therapy has been condemned by the American Medical Association, American College of Physicians, American Academy of Physician Assistants, American Academy of Nursing, American Psychological Association, American Psychiatric Association, World Psychiatric Association, American Psychoanalytic Association, Child Welfare League of America, American Academy of Child and Adolescent Psychiatry, American Counseling Association, American Association for Marriage and Family Therapy, American Association of Pediatrics, American Academy of Pediatrics, American School Counselor Association, American School Health Association, American Association of School Administrators, American Federation of Teachers, National Association of School Psychologists, National Association of Secondary School Principals, National Education Association, School Social Work Association of America, National Association of Social Workers, Interfaith Alliance, United Nations High Commissioner for Human Rights, United Nations Committee Against Torture, and Pan American Health Organization.

The City of Neenah should join the eighteen states and nine WI cities in protecting the physical and psychological well-being of minors through a ban of conversion therapy. The practice must be discouraged, and perpetrators should be held accountable. The City of Appleton is reviewing a similar ordinance at this time. It has been referred to the Appleton Board of Health and will be discussed on November 13, 2019. Please find a draft ordinance attached which is similar to the proposed ordinance in Appleton. The language prohibits fee-based conversion therapy services for minors but does not prohibit free religious counseling.

WI municipalities with conversion therapy bans protecting children

Milwaukee:

<https://www.jsonline.com/story/news/local/milwaukee/2018/03/27/milwaukee-common-council-approves-lgbt-conversion-therapy-ban/462222002>

Glendale:

<https://www.nbc15.com/content/news/Alderman-city-bans-conversion-therapy-558545491.html>

Madison:

https://madison.com/wsj/news/local/govt-and-politics/madison-city-council-bans-conversion-therapy-practice-on-minors/article_0b42397c-b28b-5f26-9179-2b454bdc6598.html

Eau Claire:

<https://www.wpr.org/eau-claire-becomes-third-wisconsin-city-ban-conversion-therapy>

Cudahy:

<https://www.jsonline.com/story/communities/south/news/cudahy/2019/01/07/cudahy-4th-city-wisconsin-ban-conversion-therapy/2486046002>

Shorewood:

<https://www.jsonline.com/story/communities/northshore/news/shorewood/2019/07/01/shorewood-officials-ban-conversion-therapy/1589254001>

Racine:

https://journaltimes.com/news/local/govt-and-politics/conversion-therapy-banned-in-the-city-of-racine/article_4f4179d4-88d2-5aba-9052-8a3b84efac1d.html

Sheboygan:

<https://www.sheboyganpress.com/story/news/2019/08/06/sheboygan-common-council-bans-conversion-therapy-packed-meeting/1878610001>

Superior:

<http://www.startribune.com/superior-passes-gay-conversion-therapy-ban/557918782>

Further information on the subject

United Nations News article: <https://news.un.org/en/story/2019/05/1039531>

American Medical Association: <https://www.ama-assn.org/system/files/2019-03/transgender-conversion-issue-brief.pdf>

Pan American Health Organization article: https://www.paho.org/hq/index.php?option=com_content&view=article&id=6803:2012-therapies-change-sexual-orientation-lack-medical-justification-threaten-health&Itemid=1926&lang=en

American Psychiatric Association: <https://www.psychiatry.org/newsroom/news-releases/apa-reiterates-strong-opposition-to-conversion-therapy>

NPR News stories: <https://www.npr.org/tags/139001429/conversion-therapy>

Golden Globe nominated movie starring Nicole Kidman and Russell Crowe: *Boy Erased* (2018): <https://dvd.netflix.com/Movie/Boy-Erased/80240538>

Sundance Film Festival winner of the 2018 U.S. Grand Jury Prize: *The Miseducation of Cameron Post*:

https://www.rottentomatoes.com/m/the_miseducation_of_cameron_post_2018

Information from the Human Rights Campaign, an advocacy group for LGBTQ rights:

1. [Video with Alex Cooper, conversion therapy survivor](#)
2. [Lies & Dangers of Conversion Therapy](#)

Youth Mental Health Protection Ordinance

Whereas, contemporary science recognizes that being lesbian, gay, bisexual, or transgender is part of the natural spectrum of human identity and is not a disease, disorder, or illness;

Whereas, conversion therapy has been rejected by every major medical and mental health organization, including the American Psychological Association, American Psychiatric Association, American Medical Association, American Academy of Pediatrics, American Academy of Child and Adolescent Psychiatry, American Counseling Association, American Psychoanalytic Association, American School Counselor Association, American School Health Association, National Association of Social Workers, and the Pan American Health Organization.

Whereas, conversion therapy leads to critical health risks including anxiety, depression, decreased self-esteem, substance abuse, homelessness, and suicide.

Whereas, minors are especially vulnerable to the harms associated with conversion therapy.

Whereas, the City has a compelling interest in protecting the physical and psychological well-being of minors, including lesbian, gay, bisexual, and transgender youth, and in protecting its minors against exposure to serious harms caused by conversion therapy.

Section 1. Definitions.

“Conversion therapy” means any practices or treatments that seek to change an individual’s sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender. Conversion therapy shall not include counseling that provides assistance to a person undergoing gender transition, or counseling that provides acceptance, support, and understanding of a person or facilitates a person’s coping, social support, and identity exploration and development, including sexual-orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change an individual’s sexual orientation or gender identity.

“Medical or mental health professional” means any individual who is licensed by the City or State to engage in a profession related to physical or mental health, including any interns, trainees, or apprentices who provide medical or mental health services under the supervision of a licensed medical or mental health professional.

Section 2. Conversion Therapy Prohibited.

No medical or mental health professional shall engage in conversion therapy with a minor within the City.

Section 3. Enforcement.

The City Attorney shall enforce the provisions of this ordinance. If the City Attorney receives a report of a violation of this ordinance, the City Attorney or the City Attorney's designee shall mail to the medical or mental health professional written notice to immediately cease and desist the violation. The failure of the medical or mental health professional to immediately cease and desist shall subject the medical or mental health professional to the civil fine provided in Section 4 of this chapter.

Section 4. Penalties.

A violation of Section 2 of this chapter is a **[Class XX]** Civil Offense. Each day in violation constitutes a separate offense.

Section 5. Severability.

If any provision or clause of this chapter or its application to any person or in any circumstances is held invalid, such invalidity shall not affect other provisions or applications of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter shall be severable.

Section 6. Effective Date.

This ordinance shall become effective on **[Date]**.



Department of Police
2111 Marathon Avenue, Neenah, WI 54956-4771
Phone: 920-886-6000 Fax: 920-886-6054
website: www.ci.neenah.wi.us
e-mail: police@ci.neenah.wi.us

MEMORANDUM

To: Marge Bates, Chair
Public Services and Safety Committee
Mayor Dean Kaufert

From: Chief Aaron Olson

Re: **Walmart Grant**

Date: November 11, 2019

Per the City of Neenah Grant Administration Policy number 2015-1, I am notifying you that Lieutenant Jon Kuffel completed paperwork for a community grant through Wal-Mart. The grant is for \$3000 and would equip a second Tactical Emergency Medic (TEMS Medic).

Because the \$3,000 request is a medium sized grant, it requires authorization by the Department Head, and Mayor to proceed. As the department head of the Neenah Police Department, I do authorize this grant to proceed and Mayor Kaufert agrees as well. Mayor Kaufert wrote the following:

Chief Olson,

Per the Grant Policy I have reviewed the request to apply for a Walmart grant to equip an additional Tactical Emergency Medic (TEMS Medic). I strongly support the concept of training emergency Medical Personnel to assist in these operations to provide potentially lifesaving skills if and when necessary in the event they are needed for citizens or our staff. As noted by the Request "By Walmart Corporate providing a \$3000.00 grant, this will allow further training, membership and equipment which will become a force multiplier for protecting and saving the citizens and guests of our great community called the City of Neenah".

*Dean R. Kaufert
Neenah Mayor*

Per city policy, the final step in this process is for the department head to notify the committee of jurisdiction.

For your information pertaining to this grant, Lieutenant Jon Kuffel wrote the following:

Walmart Corporate and the first responder communities of the City of Neenah share similar core values. Just like the four core values of Walmart Corporate; Service to the Customer, Respect for Individuals, Strive for Excellence and Act with Integrity, our law enforcement and fire service do the same. Our customers are the citizens of the City of Neenah whom we are sworn to service and protect with professionalism, respect, integrity and most of all excellence.

To enhance the City of Neenah's Police Department's Special Weapons and Tactics (SWAT) Team, we have collaborated with both agencies to create a Tactical Emergency Medical Support (TEMS) Medic program to support the mission. Tactical Emergency Medical Support is the provision of preventative urgent and emergent medical care during high-risk, extended duration and mission-driven law enforcement special operations. Essentially, this is having trained medical personnel assigned to the SWAT Team and the Department during critical incidents. These critical incidents cover a wide range of topics to include, hostage situations, sniper attacks, barricaded subjects and active threats with soft targets and high civilian populations. If needed, these medics can operate in these "hot zones." The "hot zone" is the concentrated area where injuries and casualties are occurring. Past modern practice was to have medical and fire teams in a safer environment, away for the active threats.

The Tactical Medic concept is nothing new but is something that has been around since the dawn of medicine and warfare. If we look to early medieval battles, there was a position called the "King's Doctor" who was to be close at hand to deal with injuries, but only to the members of royalty.

Historical accounts and personal diaries of military medics through the centuries are fascinating and show a steady progression of tools and techniques and an ever improving understanding of injury management. The Vietnam War showed that rapid transport to a higher echelon of care had a significant impact on survival and with the recent War on Terrorism new techniques were developed thus safer more lives.

Today's tactical medicine has become a discipline and specialty within law enforcement circles. High profile events such as the Columbine, Virginia Tech, Aurora Movie Theater and countless other "active shooter or threat" incidents have shifted the way law enforcement operates.

There have been two major shifts in doctrine related to SWAT and law enforcement operations past decade. One change was focused on aggressively going after active shooter/threat with whatever assets happen to be on hand at the time. The second has been to recognize the need for emergency medical contingency planning. This includes training officers in the basics of "self-care" and "buddy care" with the focus on hemorrhage control.

There are many benefits to this program besides the immediate medical care of officers, suspects and most of all civilians. One of the biggest is the strengthening of the partnership between the Fire and Police Departments. Ever since our SWAT Team Leader, Lieutenant Jonathan Kuffel

began this local initiative, the communication and cooperation has improved greatly between our local fire and police agencies.

We hope that day will never come, but we must stay vigilante and prepared. By Walmart Corporate providing a \$3000.00 grant, this will allow further training, membership and equipment which will become a force multiplier for protecting and saving the citizens and guests of our great community called the City of Neenah.

Information on the Walmart grant, which we quote:

Our local community grants are awarded through an open application process and provide funding directly from Walmart and Sam's Club facilities to local organizations in the U.S. Don't know how to determine your local facility? Don't worry, the application will assist you.

Guidelines

- Local Community grants range from a minimum of **\$250** to a maximum of **\$5,000**.
- Eligible nonprofit organizations must operate on the local level (or be an affiliate/chapter of a larger organization that operates locally) and directly benefit the service area of the facility from which they are requesting funding.
- The 2019 grant cycle begins **Feb. 15, 2019** and the application deadline is **Dec. 31, 2019**.
- Applications may be submitted at any time during this funding cycle. Please note that applications will only remain active in our system for 90 days, and at the end of this period they will be automatically rejected.
- Organizations may only submit a total number of 25 applications and/or receive up to 25 grants within the 2019 grant cycle.

Eligibility Checklist

Organizations applying must meet one of following criteria:

- An organization holding a current tax-exempt status under Section 501(c)(3), or (19) of the Internal Revenue Code, listed on the IRS Master File and conducting activities within the United States (excluding nationally sponsored organizations, such as American Cancer Society, American Diabetes Association, American Heart Association, Children's Miracle Network and United Way)
- A recognized government entity: state, county or city agency, including law enforcement or fire departments, that are requesting funds exclusively for public purposes
- A K-12 public or nonprofit private school, charter school, community/junior college, state/private college or university; or a church or other faith-based organization with a proposed project that benefits the community at large, such as food pantries, soup kitchens and clothing closets.

Selection Process

- Management at the facility to which you are applying will review the application and make initial funding recommendations on all submitted requests.
- Each facility manager may set the frequency and process in which application determinations are made.

- The facility manager and the grant administrator reserve the right to adjust the amount awarded to each organization without prior notice.
- Organizations will be notified of any decision via e-mail. All funding decisions are final.
- If an organization is approved, grant checks will be mailed directly to the recipient's address listed in the Cybergrant's profile for the organization. Please allow two to four weeks for delivery.

In the event of being awarded a grant, organizations should contact the local facility from which funds were awarded in order to schedule a formal recognition event.

Recommendation:

Authorize the Police Department to accept a \$3000 grant from Walmart to equip a second Tactical Emergency Medic (TEMS Medic).



Department of Police
2111 Marathon Avenue, Neenah, WI 54956-4771
Phone: 920-886-6000 Fax: 920-886-6054
website: www.ci.neenah.wi.us
e-mail: police@ci.neenah.wi.us

MEMORANDUM

To: Marge Bates, Chair
Public Services and Safety Committee
Mayor Kaufert

From: Chief Aaron L. Olson *AOL*

Re: **Auto License Plate Reader**

Date: November 21, 2019

We have \$25,000 budgeted in our Capital Projects, to purchase an Auto License Plate Reader. We have two quotes that include the device and installation.

- The first quote is from ONE SOURCE TECHNOLOGIES and the total project cost is \$21,435.00.
- The second quote is from MINUTEMAN SECURITY TECHNOLOGIES, and the total project cost is \$19,973.31.

Not only is MINUTEMAN SECURITY TECHNOLOGIES cheaper than ONE SOURCE TECHNOLOGIES, they are highly recommended. MINUTEMAN SECURITY TECHNOLOGIES is out of Tinley Park, Illinois, and their technicians come to Neenah for the installation.

I would like to thank Investigator Adam Streubel for all of his hard work on this process.

Both quotes are attached.

Recommendation:

Authorize the Neenah Police Department to purchase an Auto License Plate Reader/Installation with a total project cost of \$19,973.31

Mobile Law Vehicle
Prepared for
Neenah WI Police Department

Name: Adam Streubel (922) 886-6040

Prepared By: Shawn O'Connell,
soconnell@minutemanst.com

Company: Neenah WI Police Department
2111 Marathon Ave
Neenah, WI 54956

Quote Date: 11/19/2019

Quote No: 12938

Account No: 3,656

Quote Valid To: December 31, 2019

Payment Terms: Net 30

Scope Of Work

MST to provide and install (1) Mobile Law System on a 2019 Ford Interceptor.
 Neenah PD to provide Panasonic Tough Pad.
 SIM Card and Cellular Data plan by Neenah PD.

Quantity	Manufacturer	Part No.	Description	Price
Neenah PD to provide server that meets or exceeds minimum computer configuration.				
Subtotal Header 1 - System Software				
1	Genetec	GSC-BASE-5.7	Genetec Security Center (GSC) Base Package - Version 5.7 which includes: 1 Directory, 5 Security Desk client connections (incl. Web Client), Plan Mana	\$0.00
1		GSC-5.7	Software Version	\$0.00
1	Genetec	GSC-AV-S	GSC AUTOVU STANDARD BASE PKG	\$1,495.00
Subtotal Footer 1				\$1,495.00
Subtotal Header 2 - System Hardware / Installation				
Neenah to provide Panasonic tough pad that meets or exceeds minimum computer configuration.				
1	Genetec	ADV-LPR-M-1Y	Genetec Advantage 1 AutoVu mobile system connection to Security Center - 1 Year	\$200.00
1	Genetec	AU-K-P2X1S-BASE	AutoVu SharpX LAW Dual base KIT includes main X1S processing unit, wiring, GPS, in-vehicle mapping and in-vehicle Patroller license. Cameras Not Incl.	\$6,305.40
1	Genetec	AU-XS-XGA-W16850	White AutoVu Sharp X Camera XGA 16mm lens and 850nm illuminator, compatible with all processing units	\$3,255.00
1	Genetec	AU-XS-XGA-W12850	White AutoVu Sharp X Camera XGA 12mm lens and 850nm illuminator, compatible with all processing units	\$3,255.00
2	Genetec	AU-H-XMNT-WHELEN CODE3	MOBILE - SharpX Code3 or Whelen light bar bracket - White: light bar make, model and P/N required (sold per camera)	\$409.20
	MST	Labor, Install	Installation Labor	\$4,320.00
	MST	Labor, Training	Training Labor	\$600.00
Subtotal Footer 2				\$19,340.00

TOTAL \$19,975.21 →

Quantity	Manufacturer	Part No.	Description	Price
1.00	MST	Shipping-IL	Shipping Charges	\$135.71

Item Total: \$20,970.71

Your Price: \$19,975.31

Total: \$19,975.31

Notes:

Exclusions & Assumptions

Minuteman assumes the following will be provided and/or installed by others:
110VAC as needed.

POE/POE+ network switches and patch panels

Conduit, conduit installation and back-boxes as needed

Coring

Building penetrations

Rack space will be made available as needed

CAT6 cable and cable installation

Painting and patching as needed.

Minuteman assumes the existing video recording platform (NVR) can accommodate the additional IP cameras.

Minuteman assumes the existing (XXXX) access control system is licensed to accommodate the additional card reader packages.

Minuteman assumes all work will be completed during normal business hours of Monday - Friday 7:00AM - 5:00PM.

Customer Supplied Internet Connection:

A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote access.

Customer Supplied LAN Connection:

A network connection must be provided at each specified location. An IP address may also be required. Details will be provided.

Existing Devices

This proposal assumes that any & all existing conduit, wire, devices & hardware to be used are in satisfactory condition and meet minimum requirements. Replacement, repairs and or changes to equipment will require change order authorization by both the customer & Minuteman Security Technologies, Inc.

Fire System Relay:

Connection to the building fire panel by others.

Freight:

Standard shipping charges, if applicable, will be included in the final invoice.

Infectious Disease Control Measures

This project contains measures for Infectious Disease Control.

Note:

The placement of security devices in the elevator cars requires co-operation with the building's elevator company. The cost of all elevator company interface wiring is the responsibility of the customer.

Payment Terms: [Net30]

Progress Payments Per AIA Form Will Be Submitted

Final Payment due upon completion of project

Accepted By: *(Please type or print except where otherwise indicated.)*

Firm Name: _____

Authorized

Signature: _____

Printed

Name, Title: _____

Date: _____

Terms and Conditions:

OPERATION: Customer shall be responsible for: (i) properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- e) Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES -MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

Indemnification:

Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

Minuteman Security Technologies, Inc Full One Year Limited Warranty:

What is Covered:

This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.

How Long Coverage Lasts:

This warranty runs for one year from the date your system was installed and accepted.

What is not covered:

This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.

What Minuteman Will Do:

Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.

How To Get Service:

Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.

How State Law Applies:

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



Consulting
 Design
 Project Management
 Installation

Structured Cabling – Information Technology – Security & Safety – Building Performance

Date: Nov. 20, 2019

To: Neenah Police Department- Detective Adam Streubel
 Cc:

From: Sarah Fauske / One Source Technologies, Inc.

RE: OSTI will be working with Minuteman to provide and install a Mobile LPR system for Neenah Police Department.

Scope Of Work

MST to provide and install (1) Mobile Law system on a 2019 Ford Interceptor for the Neenah Police Department. Proposal does not include SIM card or cellular data plan.

Quantity	Manufacturer	Part No.	Description
Subtotal Header 1 - System Software			
1	Genetec	GSC-BASE-5.7	Genetec Security Center (GSC) Base Package - Version 5.7 which includes: 1 Directory, 5 Security Desk client connections (incl. Web Client), Plan Mana
6		GSC-5.7	Software Version
1	Genetec	GSC-AV-S	GSC AUTOVU STANDARD BASE PKG
Subtotal Footer 1			
Neenah PD to provide in car laptop that meets or exceeds minimum computer configuration.			
1	Genetec	ADV-LPR-M-1Y	Genetec Advantage 1 AutoVu mobile system connection to Security Center - 1 Year
1	Genetec	AU-K-P2X1S-BASE	AutoVu SharpX LAW Dual base KIT includes main X1S processing unit, wiring, GPS, in-vehicle mapping and in-vehicle Patroller license. Cameras Not Incl.
1	Genetec	AU-XS-XGA-W12850	White AutoVu Sharp X Camera XGA 12mm lens and 850nm illuminator, compatible with all processing units
1	Genetec	AU-XS-XGA-W16850	White AutoVu Sharp X Camera XGA 16mm lens and 850nm illuminator, compatible with all processing units
2	Genetec	AU-H-XMNT-WHELEN CODE3	MOBILE - SharpX Code3 or Whelen light bar bracket - White: light bar make, model and P/N required (sold per camera)
	MST	Labor, Install	Installation Labor
	MST	Labor, Training	Training Labor
95.00	MST	Shipping-IL	Shipping Charges

Total for the project: \$21,435.00

Neenah Police Department-LPR Squad

Notes:

Exclusions & Assumptions

Minuteman assumes the following will be provided and/or installed by others:
110VAC as needed.

Minuteman assumes all work will be completed during normal business hours of Monday - Friday 7:00AM - 5:00PM.

Customer Supplied Internet Connection:

A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote access.

Customer Supplied LAN Connection:

A network connection must be provided at each specified location. An IP address may also be required. Details will be provided.

Existing Devices

This proposal assumes that any & all existing conduit, wire, devices & hardware to be used are in satisfactory condition and meet minimum requirements. Replacement, repairs and or changes to equipment will require change order authorization by both the customer & Minuteman Security Technologies, Inc.

Freight:

Standard shipping charges, if applicable, will be included in the final invoice.

Thank you for allowing One Source Technologies, Inc. to provide you with this information. If you have any questions, please feel free to call me at 920-338-5020 or email me at sfauske@onesourcetech.net

Sincerely,

One Source Technologies, Inc.

By: *Sarah Fauske*
Sarah Fauske, Safety & Security Manager

Neenah Police Department-LPR Squad

SIGNATURES PAGE

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

In acknowledgement that the parties below have read and understood this SOW and agree to be bound by it, each party has caused this SOW to be signed and transferred by its respective authorized representative.

One Source Technologies, Inc.

By: Sarah Fauske
Name: Sarah Fauske _____
Title: Safety & Security Manger _____
Phone: 920-338-5020 _____
E-mail: sfauske@onesourcetech.net _____
Date: _____

Mailing Address:

One Source Technologies, Inc.
750 Coronis Circle
Green Bay, WI. 54304

The Customer.

By: _____
signature
Name: _____
Title: _____
Phone: _____
E-mail: _____
Date: _____

Mailing Address:

City/ST/ZIP: _____
Billing Contact: _____
Street: _____
City/ST/ZIP: _____

*Terms are net 30 from date of invoice. Work completed within 30days will be billed after completion. Work that requires more than 30 days to complete will be billed on monthly progress invoices. One Source Technologies, Inc. reserves the right to charge a monthly 1.5% late fee for payments received after the due date.



M E M O R A N D U M

DATE: November 21, 2019
TO: Chairman Bates and Public Services and Safety Committee Members
FROM: Chris A. Haese, Director of Community Development and Assessment
RE: **Jewelers Drive Trail Design Services Memorandum of Understanding (MOU)**

The 2020 Capital Improvements Budget has allocated funds to assist with the construction of a multiuse trail extending from Cecil Street to Harrison Street, adjacent to Jewelers Park Drive, completing the loop around the Bridgewood Development. The trail will traverse the Neenah Slough on several occasions and will be placed on a combination of public and private property. In addition to funding provided from TID #10, Jewelers Mutual Insurance Company has verbally committed to sharing in the cost and other private and public sources will be considered as well.

A first step in this project is the completion of a design, engineering, permitting and preparation of bid documents. The City has issued an RFP for these services and responses are being evaluated. Jewelers Mutual has agreed to fund this first phase of the project with a reimbursement of the costs in the form of a donation to the City. Attached for your review and consideration is a MOU between the City and Jewelers Mutual Insurance Company detailing the terms of this agreement.

Appropriate action at this time is to recommend Council authorize appropriate staff to execute the Memorandum of Understanding between the City and Jewelers Mutual Insurance Company ensuring the reimbursement of design services costs to the City from Jewelers Mutual Insurance Company for the proposed Jewelers Park Drive Trail.

Memorandum of Understanding

Between

City of Neenah

and

Jewelers Mutual Insurance Company

This Memorandum of Understanding (MOU) entered into on the ___ day of _____, 2019 by and between the City of Neenah, a Wisconsin municipal corporation with offices at 211 Walnut Street, Neenah, WI 54956 (the “City”), and Jewelers Mutual Insurance Company (“Jewelers Mutual”), a Wisconsin corporation with offices at 24 Jewelers Park Dr, Neenah, WI 54956.

WITNESSETH

WHEREAS, Jewelers Mutual operates a facility at 24 Jewelers Park Drive in the City of Neenah; and,

WHEREAS, Jewelers Mutual is supportive of the City’s desire to encourage more active lifestyles of employees and community members in the area; and,

WHEREAS, there is currently no sidewalk or trail on Jewelers Park Drive that connects to the City’s commercial or residential neighborhoods; and,

WHEREAS, City residents would benefit from the creation of a recreational trail that allows pedestrian and bicycle access to, from, and through the commercial area of the City by way of a scenic and important City corridor along Jewelers Park Drive that is currently not safely accessible to pedestrians.

NOW THEREFORE, in consideration of the above recitals, which are contractual, and the mutual promises contained herein, the parties agree to the following terms and conditions.

1. The City agrees to pay the up-front costs for the engineering, design, permitting, and preparation of bid documents (collectively, the “Design Services”) for the proposed new trail along Jewelers Park Drive, a trail that would be owned by the City.
2. Jewelers Mutual agrees to donate to the City a sum to cover the above Design Services costs upon completion of the work listed, the cost of which is estimated to be approximately \$100,000.
3. The City will provide Jewelers Mutual a copy of the proposed contract for Design Services prior to executing the contract and beginning the work.

CITY OF NEENAH
Dept. of Community Development

November 21, 2019 – Page 3

4. Upon completion of the work listed above, the City will provide Jewelers Mutual with supporting documents showing the actual costs and Jewelers Mutual will have 60 days to donate to the City the total cost of the Design Service incurred by the City.

IN WITNESS WHEREOF, the parties hereto accept the terms of this Agreement as of the _____ day of _____, 2019.

CITY OF NEENAH

JEWELERS MUTUAL
INSURANCE COMPANY

By: _____
Mayor

By: _____

Title: _____

Attest: _____
City Clerk



M E M O R A N D U M

DATE: November 21, 2019
TO: Chairman Bates and Public Services and Safety Committee Members
FROM: Chris A. Haese, Director of Community Development and Assessment
RE: **Neenah Center 3 Parking Memorandum of Understanding**

It was recently announced that Thedacare corporate offices will relocate to Neenah. This opportunity will bring 300 new employees, and all the associated benefits that come with additional employment, to our downtown. In order to help facilitate this move however, a creative parking plan had to be developed in order to accommodate the additional parking demand that will occur with the influx of employees. Attached for your review and consideration is a Memorandum of Understanding detailing the provision of additional parking to support the relocation. In summary, the MOU provides for the following:

- 27 permit parking spaces will be provided along the north side of E. Wisconsin Avenue from Commercial Street to the Library Parking Lot entry. These spaces will only be provided until June 15, 2020.
- 24 permit parking spaces will be provide on the interior of the first incline in the Church Street Ramp. These spaces can be provided until they are needed to support the redevelopment of Sites 1-3 of the Glatfelter Redevelopment (AKA Plexus Lawn).
- 56 permit parking spaces will be provided along E. Doty Avenue from Commercial Street to Oak Street. The permit parking will be from 8 A.M. – 4 P.M. Monday through Friday.
- 122 permit spaces will be provided in the Red Lot adjacent to City Hall.
- Permit fees will be charged for all spaces at a 5% discount from the monthly parking permit fee which is currently \$22.
- In total, 229 parking permit spaces will be provided.

Appropriate action at this time is to recommend Council authorize appropriate staff to execute the Memorandum of Understanding (MOU) between the City and Neenah Downtown Redevelopment Limited Partnership (NDRLP) providing 229 parking spaces for the terms agreed upon in the MOU.

November 22, 2019 – Page 2

MEMORANDUM OF UNDERSTANDING
November ____, 2019

NEENAH DOWNTOWN REDEVELOPMENT LIMITED PARTNERSHIP (“NDRALP”) has been working with the City of Neenah (“City”) for over 30 years to bring jobs to the City’s downtown to keep the downtown vibrant. NDRALP is in need of parking for a new, major tenant at one of its seven story office buildings in the downtown. City understands the importance of downtown employment and desires to help NDRALP fulfill the parking needs on both a short and long-term basis to attract people to downtown. With respect to its current parking need for Three Neenah Center, City and NDRALP have agreed as follows:

1. City will temporarily provide NDRALP with twenty-eight (28) parking spots that are currently general public parking along Wisconsin Avenue from the Neenah Public Library driveway to Three Neenah Center on the north side of Wisconsin Avenue (“Wisconsin Stalls”). The Wisconsin Stalls will be made to be reserved permitted parking for the term set forth herein. NDRALP will obtain alternative parking for these stalls by June 15, 2020 and the City agrees to assist NDRALP in its efforts. NDRALP has agreed to pay a fee of 5% less standard permit cost (which standard cost is currently \$22.00 per stall) per month for each of the Wisconsin Stalls.

2. City will temporarily provide NDRALP with twenty-four (24) parking stalls in the ramp connected to the Alta Resources Building (“Ramp Stalls”). NDRALP has agreed to pay a fee of 5% less standard permit cost (which standard cost is currently \$22.00 per stall), per month for each of the Ramp Stalls. NDRALP agrees to work with the City to locate alternative parking and return these stalls to the City within twelve (12) months of the beginning of the redevelopment of Sites 1-3 in the Glatfelter Redevelopment Area in front of the Plexus Building on Wisconsin Avenue.

3. City will temporarily provide NDRALP with fifty-six (56) stalls of parallel parking on Doty Avenue between Oak Street and City Hall, on both sides of the street (“Doty Stalls”). The Doty Stalls are currently general parking and will be made to be reserved permitted parking for the term set forth

CITY OF NEENAH
Dept. of Community Development

November 22, 2019 – Page 3

herein. NDRALP and City agree, as soon as practicable, to locate alternative parking and return these stalls to the City; preferably within twelve (12) months of the date of this Agreement. NDRALP agrees to pay a fee 5% less standard permit cost (which standard cost is currently \$22.00 per stall), per month for each of the Doty Stalls.

4. City has previously agreed to provide NDRALP with one hundred (100) red lot spots and will increase that by twenty-two (22) spots for a total of one hundred twenty-two (122) spots ("Red Lot Stalls"). NDRALP has agreed to pay a fee of 5% less standard permit cost (which standard cost is currently \$22.00 per stall), per month for each of the Red Lot Stalls.

The parties have entered this Memorandum of Understanding this ___ day of November, 2019.

NDRALP

CITY OF NEENAH

By: John F. Bergstrom, President

By: Chris Haese, Director
Department of Development



M E M O R A N D U M

TO: Mayor Kaufert and Members of the Common Council
FROM: James Merten, Traffic Engineer
DATE: November 21, 2019
RE: East Downtown Street Parking Changes

There is a new tenant that is taking the vacant office space in the Neenah Centers buildings. The tenant requires additional parking capacity than what was needed with past tenants. Staff have put together a plan to temporarily provide street parking for the tenant until off-street parking can be obtained. The temporary street parking would be for paid parking permits. Director Haese has provided a memorandum for this committee meeting with further details.

The following parking locations are proposed to be converted to “Permit Parking 8 AM – 4 PM Except Weekends and Holidays” on a temporary basis until alternate parking is obtained:

- E. Doty Avenue from S. Commercial Street to Oak Street, both sides of the street.
- E. Wisconsin Avenue from N. Commercial Street to the Neenah Library parking lot entrance (300 feet west of Oak Street), north side of the street.

Currently E. Wisconsin Avenue and the west ~700 feet of E. Doty Avenue is signed for “3-Hour Parking 8 AM – 7 PM Except Weekends and Holidays.” The east ~550 feet of E. Doty Avenue is currently unregulated.

Staff recommends that the locations listed above be temporarily converted to “Permit Parking 8 AM – 4 PM Except Weekends and Holidays” contingent upon said restriction be re-evaluated by the Public Services & Safety Committee if a period longer than one year is required.



Dept. of Legal & Administrative Services
Office of the City Clerk
211 Walnut St. | P.O. Box 426 | Neenah WI, 54957-0426
Phone 920-886-6110 | Fax 920-886-6109
scheslock@ci.neenah.wi.us
STEPHANIE CHESLOCK
DEPUTY CITY CLERK

MEMORANDUM

DATE: November 26, 2019
TO: Public Service and Safety Committee
FROM: Deputy Clerk Cheslock
RE: Incomplete Operator License Amendment Process

Attached is a form we will be using as we move forward in the processing of incomplete operator license applications. This form will be forwarded to the committee with any incomplete application. Please note the "Original application recommended to PSSC" and "Original application recommended to CC" are the dates the application would have been forwarded to committee and council for approval if the application had been filled out completely and correctly.

Once I receive the report from the Police Department detailing what was not disclosed on the application, I draft a letter to the applicant (cc'ing their noted place of employment) noting: 1) the background check came back from the Police Department and one or more citations were not disclosed; 2) the applicant has two weeks from that date to amend their application; and 3) the dates the amended application will go to committee and council so the applicant is aware that the timetable has changed for them. In addition to sending a letter I call the applicant that same day. If I do not speak to them directly, and they have voicemail, I leave a message letting them know there was an issue with their application and they need to return the call or stop back in the office or their application cannot continue through the approval process.

If the applicant amends their application within those two weeks the application will move through the approval process following the amended application recommendation dates and no attachments. Often, applicants come in quickly after I reach out to them and therefore can meet the deadlines to move through the approval process following the original application recommendation dates. Note, a procedural step I take during these two weeks is to reach out to the applicant when preparing the license listing for PSSC; meaning if I have sent them a letter, called them, and they have not yet come in by the time the license listing is finalized for the original recommendation date, I will call again as a reminder. If they do not come in to amend their application within two weeks, as noted in the letter they receive, their application will be forwarded to committee and recommended for denial as an incomplete application, along with the attached Incomplete Bartender Application Amendment Process form.

Incomplete Bartender Application Amendment Process

Applicant Name: _____

Action	Date
Application filed in Clerk's office	
Provisional License expires	
Original application recommended to PSSC	
Original application recommended to CC	
Report from police received in Clerk's office	
Letter sent to applicant (cc licensed establishment) via regular mail to include:	
— Two week deadline to amend application	
— Amended application recommended to PSSC	
— Amended application recommended to CC	
All other contact:	

Public Services & Safety Committee November 26, 2019

BEVERAGE OPERATOR LICENSE APPLICATIONS:

New or Renewal	Last Name, First, M.I.	Municipality	Place of Business
New	Fehrenbach, Alex P.	Neenah	Town Council

BEVERAGE OPERATOR LICENSE APPLICATIONS – Delinquent Payment

New or Renewal	Last Name, First, M.I.	Municipality	Place of Business	Type of Delinquent Payment
New	Kingery, Kylie R.	Neenah	Bay Point	Water

BEVERAGE OPERATOR LICENSE APPLICATIONS – DENIAL*

New or Renewal	Last Name, First, M.I.	Municipality	Place of Business	Denial
New	Rich, Brianna R.	Neenah	Cranky Pats	Incomplete Application



For Office Use Only

- New License (\$60) Renewal (\$60)
- Provisional (\$15) Good for 60 Days
- Temporary (\$10) Expires with event
- Duplicate License (\$10)

Year Ending: June 30, 2021
 Period Ending: 1/15/19
 Period Ending: _____
 Pick-up License
 Mail License

Receipt No: 108851 Amt. Paid: \$ 75.00 Account Code: OP

collect to amend

Application For Beverage Operator's License

AGENTS OF CORP/LLC DO NOT NEED A BEVERAGE OPERATOR LICENSE

Answer all questions completely and correctly. Please print

Name: Kylie (First) R (Middle Initial) Kingery (Last)
 Street Address: 860 Higgins Ave. City: Neenah State: WI Zip Code: 54956

DOB: Month/Date/Year _____ Sex (Male or Female) _____ Driver's License Number _____

All Previous names: Kylie Younger Home Phone: _____
 Where will you be working: Bay Point Cell Phone: _____

Have you ever had an Operator's (Bartender's) License? Yes No If yes, where? Calumet Co.

Have you **EVER** been convicted of a felony? Yes No
 If yes, when, where and what type of violation? Please be specific. _____

Have you been convicted of a misdemeanor or ordinance violation in the **past five (5) years** (e.g. speeding, OWI, disorderly conduct, driving without a license, etc.)? Yes No
 If yes, when, where and what type of violation? Use the back of this sheet if more room is required. speeding ticket (not sure when)

Have you **EVER** been convicted of any violation of the Wisconsin Statutes and/or federal law pertaining to the sale of alcoholic beverages and/or the manufacture, possession or deliverance of a controlled substance? Yes No
 If yes, when, where and what type of violation? Use the back of this sheet if more room is required. _____

I certify that I have no delinquent taxes, assessments, other claims including but not limited to water bills in whole or part owed to the City of Neenah or any delinquent forfeiture resulting from a violation of any City ordinance.

I further certify that I am familiar with the laws, ordinances and regulations pertaining to the sale of malt and liquor beverages and I hereby agree, if granted said license, to obey all provisions of said laws.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief and if the information on this application is incomplete or incorrect my application will be denied.

I, the applicant for this license/permit hereby consent to the release of my customer information to the City of Neenah from the Neenah Utilities for the purpose of processing my application.

[Signature]
 Applicant Signature Date: 11/15/19

Applicant meets guidelines for issuance of Beverage Operator's License.

- Has taken Responsible Beverage Server Training Course or held a license within the past 2 years
- No outstanding Court forfeitures (Patty K)
- No parking tickets (Tina L)
- No delinquent claims (Patie F)
- Police Background Check completed
- No Delinquent Water Bill (Julie) - owe \$63.13

_____ Approve _____ Reject

 Clerk/Deputy Clerk Signature Date



For Office Use Only

- New License (\$60) Renewal (\$60)
- Provisional (\$15) Good for 60 Days
- Temporary (\$10) Expires with event
- Duplicate License (\$10)
- Year Ending: **June 30, 2021**
- Period Ending: 12/31/19
- Period Ending: _____
- Pick-up License
- Mail License

Receipt No: 66498 Amt. Paid: \$ 75.00 Account Code: OP

Application For Beverage Operator's License

AGENTS OF CORP/LLC DO NOT NEED A BEVERAGE OPERATOR LICENSE

Answer all questions completely and correctly. Please print

Brianna R. Rich
 Name: (First) (Middle Initial) (Last)
1044 Pilgrim Road Neenah WI 54956
 Street Address City State Zip Code

DOB: Month/Date/Year Sex (Male or Female) Driver's License Number

All Previous names: _____ Home Phone: _____
 Where will you be working: Cranky Pats Cell Phone: _____

Have you ever had an Operator's (Bartender's) License? Yes No If yes, where? _____

Have you **EVER** been convicted of a felony? Yes No
 If yes, when, where and what type of violation? Please be specific. _____

Have you been convicted of a misdemeanor or ordinance violation in the **past five (5) years** (e.g. speeding, OWI, disorderly conduct, driving without a license, etc.)? Yes No
 If yes, when, where and what type of violation? Use the back of this sheet if more room is required. driving without license, about 2 years ago.

Have you **EVER** been convicted of any violation of the Wisconsin Statutes and/or federal law pertaining to the sale of alcoholic beverages and/or the manufacture, possession or deliverance of a controlled substance? Yes No, but involved.
 If yes, when, where and what type of violation? Use the back of this sheet if more room is required. I was with an ~~agg~~ associate and we were at high cliff and were searched.

- I certify that I have no delinquent taxes, assessments, other claims including but not limited to water bills in whole or part owed to the City of Neenah or any delinquent forfeiture resulting from a violation of any City ordinance.
- I further certify that I am familiar with the laws, ordinances and regulations pertaining to the sale of malt and liquor beverages and I hereby agree, if granted said license, to obey all provisions of said laws.
- Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief and if the information on this application is incomplete or incorrect my application will be denied.
- I, the applicant for this license/permit hereby consent to the release of my customer information to the City of Neenah from the Neenah Utilities for the purpose of processing my application.

Brianna
 Applicant Signature 10/31/19
 Date

Applicant meets guidelines for issuance of Beverage Operator's License.

- Has taken Responsible Beverage Server Training Course or held a license within the past 2 years
- No outstanding Court forfeitures (Patty K)
- No parking tickets (Tina L)
- No delinquent claims (Patie F)
- Police Background Check completed review
- No Delinquent Water Bill (Julie)

_____ Approve _____ Reject

 Clerk/Deputy Clerk Signature Date



M E M O R A N D U M

DATE: November 22, 2019
TO: Mayor Kaufert and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: Public Works General Activity

- 1) Contract 1-19 (Caroline, Stevens, Fifth) – Work is complete. Final quantity measurements are being made.
- 2) Contract 2-19 (Stanley Ct, Stanley St, Thomas) – Work is complete. Final quantity measurements are being made.
- 3) Contract 4-19 (Concrete Pavement and Sidewalk Repair) – Work is complete. A final estimate is being brought to the Board of Public Works.
- 4) Contract 5-19 (Hot-Mix Asphalt Pavement Repair) – Approximately 50% of the work has been done. The remaining patches are scheduled for the week of December 2.
- 5) Contract 7-19 (Breezewood Sanitary Sewer) – The contractor plans to start work the week of December 2. The initial area of work will be through the Harness easement. When weather improves next year, the work in Breezewood Lane will be done.
- 6) Courtney Court – Utility work, excavating, and curb/gutter installation are complete. The asphalt binder coat has been placed. The topcoat of asphalt will be placed next year.
- 7) Cardinal Plat – Utility installation is complete. Ground conditions have caused a halt to grading and graveling the streets.
- 8) Multi-modal Local Supplement –attended a WisDOT webinar regarding the. We are evaluating a number of potential projects to submit. There is not a limitation on the number of submittals.
- 9) Downtown Traffic Study – The consultant has taken the travel time data that was collected on various routes to and through the downtown, worked with ECWRPC on fine-tuning the area traffic model, made adjustments to the model based on projected development and parking ramp loadings, and evaluated with the model a number of alternative traffic management treatments to see if they can meet the project goals.
- 10) Jewelers Park Trail – Staff is reviewing the design proposals received for consulting services to prepare plans and specifications for a trail along Jewelers Park Drive. Staff is preparing a Multimodal Local Supplement (MLS) application for the project.