

**CITY OF NEENAH**  
**PUBLIC SERVICES AND SAFETY COMMITTEE MEETING**  
**November 24, 2020 - 6:30 PM**

**Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting will occur at a virtual location accessed by the below link or conference call. Committee members and the public should use the following information:**

Link: <https://global.gotomeeting.com/join/533391453>

OR

Conference Telephone Number (AUDIO ONLY): [tel:+1 \(872\) 240-3212](tel:+1(872)240-3212)

Access Code: 533-391-453

- Members of the public who join the meeting will be asked for their name and address and whether they wish to speak during the Public Forum.
- For members of the public unable to access this meeting online or via conference call, the Mayor and a staff member will be present in the Council Chambers, City Hall, 211 Walnut Street, Neenah, to assist those wishing to attend the meeting. The Council Chambers will be open to eight (8) people in addition to the Mayor and one staff person, consistent with the social distancing rules established under Emergency Order 12 (Safer at Home Order).

**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.**

**A G E N D A**

1. Approval of Minutes of the meetings for October 27, 2020 (Attachment)
2. Public Appearances
3. Building Code Sec 21-34-Garage Requirement (Ordinance 2020-20) (Attachment)
4. Site Plan for Outdoor Patio, Barrel 41 Brewing Company LLC, 1132 S Commercial St (Attachment)
5. Commercial Dumpster Proposal (Attachment)
6. Revocable Occupancy Permits-Lakeshore Avenue Irrigation Systems (Attachment)
7. Revocable Occupancy Permit-215 Main Street (Attachment)
8. Industrial Park Entrance Update (Attachment)
9. Public Works General Construction and Department Activity (Attachment)
10. 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](mailto: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 27 2020, 6:30 PM**

**Due to the Public Health Emergency caused by the COVID-19 Pandemic, these meeting minutes are from a virtual web link (Audio & Video) and conference call (Audio only). There were no in-person attendees from the public.**

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

**Excused:**

**Also Present:** Mayor Kaufert, Public Works Director Kaiser, Assistant Chief Bernice, Captain Van Sambeek, Deputy Attorney Westbrook, Deputy Director Community Development and Assessment Schmidt, Public Works Office Manager Mroczkowski, Mark Geall, John Manchester, Bernice Meyer

Approval of Minutes of the meetings for October 13, 2020

**Motion Second/Carried Lendrum/Spellman to approve of the minutes of the Meeting of October 13, 2020. All voting aye.**

Public Appearances:

None

**Motion /Second/Carried Lendrum/Lang to move agenda item Revocable Occupancy Permit 617 E Wisconsin Ave to end of agenda since Alderperson Stevenson was not yet in attendance due to a meeting conflict. All voting eye.**

Ord 20-17 Creating Sec. 11-57 Metal Detectors Prohibited on Public Lands and Right-of-Way:

Deputy City Attorney Westbrook reviewed his memo of October 27, 2020 regarding the committees requested changes that were discussed at the Public Services & Safety Committee meeting of October 13, 2020. The ordinance was amended to only disallow metal detectors at Kimberly Point Park and along Lakeshore Avenue. Language related to digging on public land and city parks was removed as that is covered in the posted Park Rules. Language remained regarding the need for a permit to dig in the right-of-way.

Alderperson Stevenson entered the meeting.

Alderperson Lendrum asked if the old playground area near the lighthouse is part of Kimberly Point Park or Riverside Park. Director Kaiser stated that area is part of Kimberly Point Park.

Alderperson Bates asked if no digging signage will be added to the park signs.

Deputy City Attorney Westbrook stated the current park signs only list the park rules. Other signs will be posted with the new ordinance. Alderperson Bates asked what will be on the posted signs at Kimberly Point Park and along Lakeshore Avenue. Deputy City Attorney Westbrook stated the right-of-way signs for Lakeshore Avenue will list the state statute. The signs for Kimberly Point Park will have symbols and the city ordinance.

Alderperson Lendrum asked how enforcement will be handled. Deputy City Attorney Westbrook stated calls will go through the Police Departments non-emergency phone number. He further stated Director Kaiser and Director Haese would also have the authority to issue a citation, but the majority of enforcement will be handled by the police department.

Report Following discussion, **Motion/Second/Carried Lendrum/Stevenson recommend Council approve Ordinance 20-17 creating Sec. 11-57 of the City Code prohibiting use of metal detectors at Kimberly Point Park and along Lakeshore Avenue.** Roll Call Vote. All voting aye.

**Motion /Second/Carried Lendrum/Lang to move agenda item Revocable Occupancy Permit 617 E Wisconsin Ave to top of agenda due to Alderperson Stevenson now being in attendance.** All voting aye.

Revocable Occupancy Permit 617 E Wisconsin Avenue:

**Motion/Second/Carried Lendrum/Stevenson to remove from the table Revocable Occupancy Permit - 617 E Wisconsin Avenue.** All voting aye.

Alderperson Bates stated she requested the City Attorney's Office add a requirement to the revocable permit which states that if the fence becomes in disrepair or if there is a lack of maintenance, the city would have the option to have the fence be taken down or replaced. She further stated she wanted it on record that she asked the property owner to work with the City of Neenah in regards to the fence along the East Wisconsin Avenue side of the property. She requests the fence be moved out of the city right-of-way since there are no utility easement issues along the Wisconsin Avenue side when E. Wisconsin Avenue is reconstructed in 2023.

Mr. Geall responded by stating he is willing to work with the City of Neenah regarding the placement of a new fence along the Wisconsin Avenue side of his property. He stated the original intent was to include both S. Park Avenue and Wisconsin Avenue on the same permit. He stated that was not done because he is waiting to see what the reconstruction plan is for E. Wisconsin Avenue.

Director Kaiser stated the plans for the sidewalk installation are complete. E. Wisconsin Avenue road reconstruction is not slated until 2023 so the design phase won't begin for a couple of years. He further stated he can provide Mr. Geall with the location of the new

sidewalk. Mr. Geall stated that the plan was to install the S. Park Avenue fence this year and the Wisconsin Avenue fence next year.

Aldersperson Lendrum asked if the proposed fence will cause any sight line hazards. Deputy Director Schmidt stated it will not. The current fence at the corner of Wisconsin Avenue and S. Park Avenue is out of the vision triangle.

Aldersperson Bates requested that the maintenance requirement that she has requested be added to the revocable permit before it goes to council. Deputy City Attorney Westbrook informed Aldersperson Bates that item 8 of the permit, states, the occupant is responsible for the installation and all maintenance of the encroachment. He stated this implies that the property owner must maintain the fence and the surrounding area. He confirmed this language is sufficient to give the city the option to revoke the occupancy permit in the future if the fence comes under disrepair.

Aldersperson Lendrum asked Mr. Geall if he is in agreement with the terms of the permit. Mr. Geall responded stating he is in agreement with the terms of the permit.

Aldersperson Lendrum stated we have an appeal and variances process in place to deal with situations like this. She further stated this area of the city, S. Park Avenue and Lakeshore Avenue was donated for the residents of Neenah to enjoy. She stated this fence will add an elegance along S. Park Avenue and at the same time benefit the City of Neenah. She stated she is in support of the new fence.

Following discussion, **Motion/Second/Carried Lendrum/Lang to recommend Council approve the Revocable Occupancy Permit to Michael Geall for the installation of a fence on S. Park Avenue for his property located at 617 E. Wisconsin Avenue. Roll Call Vote. All voting aye.**

#### Licenses:

##### Beverage Operator's License Appeal:

Deputy City Attorney Westbrook reviewed the criteria that has been set up under the new review process for obtaining a Beverage Operator's License regarding OWI's with the committee and Mr. Manchester.

Deputy City Attorney Westbrook presented the City's case for the denial of Mr. Manchester's application of a Beverage Operator's License. He stated Mr. Manchester has three OWI's on his driving record. The first was prior to 2012 which was a non-criminal offence, the 2<sup>nd</sup> was in 2012 and the 3<sup>rd</sup> was in 2015. This application meets the criteria of the review process for recommendation for denial.

Mr. Manchester addressed the committee and thanked them for the opportunity defend his denial. He stated he has worked at Cranky Pat's off and on for the last seventeen years. He started working there in 2003. From 2003 to 2006 he would worked as a summer camp counselor and then for the remainder of the year would work at Cranky Pat's. In 2006 in joined the military as a medic. He served eight years. During this time he suffered from depression, was in an unhealthy relationship and turned to alcohol to deal with these

issues which resulted in his three OWI's. Mr. Manchester stated Cranky Pat's has gone through staffing issues since the pandemic. By obtaining this bartender license it will relieve some of the staffing issues and it will also provide more employment opportunities for him at Cranky Pat's. He feels because of his past issues and his OWI's he is more equipped to see the signs of someone who has had too much to drink and be responsible and not continue to serve them. He is aware of the city's standard for holding an operator's license. He stated that Cranky Pat's has a zero tolerance for bartenders drinking on duty.

Deputy City Attorney Westbrook asked Mr. Manchester when his license was reinstated. Mr. Manchester stated 2018.

Deputy City Attorney Westbrook stated there was a three year time span between the 2<sup>nd</sup> OWI and the 3<sup>rd</sup> OWI. He asked Mr. Manchester what he has done since his 3<sup>rd</sup> OWI to change his lifestyle in regards to drinking alcohol.

Mr. Manchester stated he left a toxic relationship and is raising his son. He works as much as he can, takes walks in the park and is currently in a healthy relationship and has realized he no longer wants that lifestyle.

Deputy City Attorney Westbrook asked Mr. Manchester if he had an Alcohol or Drug Abuse Assessment. (AODA).

Mr. Manchester stated that he had. He stated it was done after his first OWI even though it was not required. The outcome was his realization that his behavior was stupid and he was not dealing with his personal issues in the right way. He then stated after the 2<sup>nd</sup> OWI he entered an outpatient treatment program and Alcoholic Anonymous meetings.

Deputy City Attorney Westbrook asked Mr. Manchester if he feels he has an alcohol dependency issue. Mr. Manchester stated he does not consider it to be an alcohol dependency problem. He stated he was hiding from his problems by sitting in bars.

Deputy City Attorney Westbrook asked Mr. Manchester if his three OWI's were the result of him being an alcoholic or alcohol dependent, or rather making poor, stupid choices in the past. Mr. Manchester replied that he believes it was the latter.

Aldersperson Lendrum asked Captain Van Sambeek if he was aware of a statistic that a drunk driver will drive many times before they are actually stopped for the offense. Captain Van Sambeek stated he has heard of that statistic, but is not confident of its validity.

Aldersperson Lendrum stated three OWI's are appalling to her. She stated the reasons Mr. Manchester has given this committee do not give her comfort of how he has changed his lifestyle. She did not hear a plan or anything specific that his AODA has guided Mr. Manchester away from not drinking and driving again.

Deputy City Attorney Westbrook asked Mr. Manchester if he has a structured AODA plan to address his previous mistakes or if he has a less structured plan. Mr. Manchester replied by stating he has a less structured plan that he follows. He stated it is split into two areas. He now exits Cranky Pat's through a back door so he does not pass through the bar area and he no longer gives rides home to coworkers or friends. Deputy City Attorney Westbrook asked Mr. Manchester why these changes did not happen after his first or

second OWI. Mr. Manchester replied stating he did not take them seriously at the time. Since then he has matured, taken on more responsibility in raising his son and he did not want to expose his son to that type of behavior. He has now realized the severity of what he was doing.

Deputy City Attorney Westbrook stated at the time of the 2<sup>nd</sup> OWI your son was three. Why did you not make the changes you have done since your 3<sup>rd</sup> OWI then. Mr. Manchester stated he was not happy with his life. He did not learn his lesson and continued his bad habits. He stated it took a 3<sup>rd</sup> OWI to make him sit down and take a look at his life and make the changes.

Deputy City Attorney Westbrook stated we have heard the changes you have made at work, but what else have you changed to insure you will drink and drive again and get a 4<sup>th</sup> OWI. Mr. Manchester stated he lives within a mile of work and will walk home if he has been drinking. He has changed his lifestyle.

Alderson Bates asked if a person who holds an operator's license receives a 4<sup>th</sup> OWI, are their licenses automatically revoked. Deputy City Attorney Westbrook stated a license can be revoked by this committee if there is just cause. He stated however, that the committee would need to be informed in some manner that a bartender had received that 4<sup>th</sup> OWI or any offense that violates the rules. With the number of operator's licenses and the number of OWI's, informing this committee would be a huge task for the Police Department. He further stated that this is the purpose for the two year renewal process. Alderson Bates then asked Captain Van Sambeek if, at the time of renewal a 4<sup>th</sup> OWI is reported, would the review committee deny the license. Captain Sam Vanbeek stated it would be recommended for denial.

Alderson Spellman asked if the license renewal could be on a yearly basis. Deputy City Attorney Westbrook stated the state statute is clear on what type of licenses we can issue, a provisional which is a 60-day license or a two year license. The city cannot create their own license.

Alderson Stevenson asked Mr. Manchester to restate his work history at Cranky Pat's. Mr. Manchester stated he started working there in October 2003. The summer of 2003 through 2005 he worked as a summer camp as a counselor and then in the off season he would work at Cranky Pat's. In 2005 he took a two year break from the summer camp counselor job, but continued to work at Cranky Pat's. In 2006 he joined the army. In 2007 he returned to Camp Nan A Bo Sho to be a program director for six months. He did try a machinist job at Plexus for 6 months, but that did not work out. He returned to Cranky Pat's in 2013 as a shift leader and has been there ever since.

Alderson Stevenson stated Mr. Manchester has worked at Cranky Pat's off and on for over seventeen years. He has a letter of recommendation from the owner, who is a well-respected business owner in the City and who is putting his liquor license on the line by supporting Mr. Manchester's request for an operator's license. He stated Mr. Manchester has been there full time for the last seven years. He further stated he will support the application. Mr. Manchester is a veteran and has admitted to his past mistakes.

Alderson Stevenson asked Mr. Manchester why this license application did not come three years ago. Mr. Manchester stated there was not a need for him to hold an operator's

license because they were fully staffed. He stated that when the COVID-19 pandemic hit they lost the bar manager and assistant bar manager prior to shutting down in March. After we reopened, none of the bartenders returned along with the assistant bar manager. The only employee to return was the bar manager. He stated that he was the one who suggested to his general manager that he apply for the license knowing that the likelihood of it being approved was not good based on his driving record. He stated that after the reopening, the employees that remained all stepped in when needed as a bartender. He stated getting this license will enable him to be put on the schedule and relieve the pressure of the general manager who has been having to do all the new bartender training.

Alderson Stevenson stated Mr. Manchester was proactive in his attempt to get an operator's license to help the business knowing that his OWI's would come into question.

Mayor Kaufert asked Mr. Manchester if his main job is in the kitchen. Mr. Manchester confirmed that it was. Mayor Kaufert further stated, bartending will not be his full-time job at Cranky Pat's. This license will provide some scheduling flexibility for the general manager. He stated that the owner is willing to put his liquor license on the line and support Mr. Manchester getting his Operator's License. He noted that says a lot to him about the trust the owner has in him.

Alderson Bates asked Mr. Manchester what establishments had he been drinking in at the time he received the OWI's. Mr. Manchester responded by stating the first and the third were at Cranky Pat's and the second one was a different bar.

**Following discussion Motion/Seconded/Carried Lendrum/Stevenson to approve the Beverage Operator's License for John Manchester.** Roll Call Vote. Motion passed. 4-1 (Alderson Bates voting no)

Public Works General Construction and Department Activity:

- 1) Contract 7-19 (Breezewood Sanitary Sewer) – Work is complete. A final pay request is being taken to the Board of Public Works.
- 2) Contract 1-20 (Abby, Bond, Center, Clybourn) - Utility work is complete. The lower course of pavement has been placed on Bond, Center and the west half of Abby.
- 3) Contract 2-20 (Utilities - Van, Monroe) – Work is complete. A final estimate is being prepared.
- 4) Contract 3-20 (Street - Van, Monroe, Gillingham)
  - a) Gillingham, Van, Monroe, Cavalry – Work is complete.
  - b) Shootingstar – Work is on hold pending resolution of boundary issues. A CSM is being prepared.

Bernice Meyer, 116 Armstrong Street, Town of Neenah addressed the Committee to ask what boundary issues are being discussed.

Deputy City Attorney Westbrook stated that we are in discussion with the Town of Neenah over several boundary agreement issues. Shootingstar Street and

Armstrong Street are among them. He stated that is all the information he can share at this time.

5) Contract 4-20 (Green Bay, Tullar, Marathon)

c) Tullar, Marathon – Work is complete.

d) Green Bay – Water main work is complete. Concrete pavement is done with the exception of a gap in the northbound lane. Concrete driveway aprons and sidewalk are ongoing. Terracing has been completed on the west side and about half of the east side. Asphalt aprons are scheduled for the week of October 26.

Alderson Stevenson asked when Green Bay Road will be open to two-way traffic. Director Kaiser stated we are hoping by the end of this week.

6) Contract 5-20 (Utilities - Lakeshore) – Utility work is complete.

7) Contract 6-20 (Millview Drive Utility Relocation) – Utility work and concrete pavement repairs are complete. Asphalt pavement paving on Millview Drive is scheduled for late in the week of October 26.

8) Contract 7-20 (Fire 32 Roof) – Work is complete.

9) Contract 9-20 (Misc. Asphalt Pavement Repairs) – Work has not been scheduled.

10) Contract 10-20 (Misc. Concrete Pavement and Sidewalk Repair) – Work is nearly complete for the year.

11) Contract 11-20 (Street - Lakeshore) – Archaeology mitigation is complete. Monitored excavation is scheduled to resume on October 26. This work is being staged to maximize the availability of access to the residents. In looking at the work remaining, the most likely project status at the conclusion to this construction season is that the roadway and trail areas are excavated and graveled. This is based on the expectation that asphalt plants will close around November 20. After the monitored excavation is complete and the burial features within the roadway are addressed, the contractor has about two weeks of excavation and graveling, which will put us very near the time of plant shutdown. If weather allows, additional progress on the project may be made. We will be discussing the full schedule with the contractor in the coming week.

Mayor Kaufert asked if given the late completion of a number of the projects, the contractors will return in the spring to complete the terrace restoration. Director Kaiser stated we provide a punch list to the contractor in the spring of items that need to be addressed.

Alderson Bates asked if there as many artifacts on the west side towards the people's homes than were on the east side. Director Kaiser stated they did find artifacts on the west side with that initial investigation that was done in August. Based on what we've seen since August, most of the issues have been along the east side. Director Kaiser stated that they did uncover another burial feature today on at south end. There appeared to be evidence that his area had previously been disturbed. Director Kaiser stated mostly likely from plowing.



October 27, 2020

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Alderperson Stevenson asked about the expenditures to date. Director Kaiser confirmed we are short approximately \$7,400.

Alderperson Bates asked if there is a possibility of getting the curbing in or the trail paved this year yet. Director Kaiser stated if we're not putting the asphalt down we would rather not put the curb down because of the potential damage that could occur over winter with plowing. The concrete trail and sidewalk would be a possibility, but staff needs to have a discussion with the contractor. The contractor can pour in cooler weather, but we may get into additional cost and cold weather curing.

Alderperson Bates asked what is the procedure when a project is not completed in the year it was supposed be. Director Kaiser stated we've had discussions with this contractor providing them status reports along the way. We've done this in the past with other contracts, where we are carrying work over to the following year. He stated we always clear it with the contractor to make sure that they're comfortable doing that and will be able to proceed with the work in the following year. He further stated Sommers Construction is good with the plan.

Director Kaiser stated he had a discussion with the Jeweler Park/ Bridgewood Trail consultant. They raised an issue with the plan to widen out the road grade over a box culvert. Their analysis is that that it will cause structural issues with the box culvert. Staff met with the consultant discuss alternatives to widening the roadway in that area without reducing the amount of dirt over the top of that box culvert. A solution has been developed.

Director Kaiser stated they've also been finishing the hydrology work on the crossing of the Neenah slough covering options. Once we have this information, a route selection can be made and permitting started.

Adjournment: **Motion/Second/Carried Lendrum/Spellman to adjourn at 8:06 p.m.** All voting aye.

Respectfully submitted,

A handwritten signature in cursive script, reading "Lisa Mroczkowski".

Lisa Mroczkowski

Public Works Officer Manager



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## M E M O R A N D U M

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**DATE:** November 5, 2020  
**TO:** Chairperson Bates and Members of the Public Services and Safety Committee  
**FROM:** Brad Schmidt, AICP, Deputy Director of Community Development  
**RE:** Building Code Sec. 21-34 – Garage Requirement (**Ordinance 2020-20**)

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### Summary

Alderperson Lendrum requested Staff review and update of the Municipal Code to require garages and hard surfaced driveways for new residential (single and two-family residences) construction. Currently, the Municipal Code does not require new residences be constructed with a garage (attached or detached) or a hard surfaced driveway (e.g. concrete). While the majority of new residential construction in the City includes an attached or detached garage and a concrete or other hard surface material driveway, several homes have been built without garages and with gravel driveways over the last few years. In most cases, homes built in new residential subdivisions are required to build a garage and a hard surfaced driveway as part of the private subdivision covenants. However, in other parts of the City, those covenants and requirements don't exist.

### Garages

The Building Code defines a garage as “a building or portion thereof in which a motor vehicle containing gasoline, distillate, or other volatile flammable liquid in its tank is stored, repaired, or kept. Garages can be attached, meaning they are incorporated into the structure of the residence, or detached, meaning they are a separate structure and a minimum of 5 feet away from the primary structure. A detached garage can be a maximum of 816 square feet in area. Detached garages can also be placed closer to the rear and/or side property line as opposed to a garage attached to the primary structure.

Most residential lots in the City are large enough to accommodate an attached or detached garage. Smaller lots in the City may have challenges of constructing an attached garage due to the larger setbacks associated with principal structures, but most can accommodate a detached garage. For that reason, Staff recommends adding language to Sec. 21-34 of the Building Code requiring all residential properties to include an attached or detached garage. In addition, all attached and detached garages shall be at least 200 square feet in gross area. Currently, the Zoning Code limits sheds to no more than 200 square feet and also allow one private garage (detached) up to 816 square feet in gross area.

This new language will require all new residential construction to include a garage and all existing residential properties to continue to have a garage on their property. An exception to the garage requirement are residential properties that don't currently have a garage as of the date of adoption of the ordinance. Any residential property that currently has a garage and proposes to remove the garage will be required to replace with a new garage.

### Hard Surface Driveways

In addition to requiring garages for new residential construction, Alderperson Lendrum asked Staff to review the Municipal Code to require hard surface driveways as well. Like garages, most new homes are built with hard surface driveways, however, some exceptions exist. While Staff is in support of requiring hard surface driveways, we would also like to research how to regulate existing gravel driveways. Specifically, whether or not to continue to allow residences to expand on already existing gravel driveways. This research will take longer to complete as we try to determine how many homes currently have gravel driveways. In addition, we are researching other communities' ordinances relating to residential driveways.

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**Recommendation**

**Appropriate action is for the Public Services and Safety Committee to recommend Common Council approve Ordinance No. 2020-20, amending Municipal Code Sec. 21-34 to require an attached or detached garage for all residential properties.**



211 Walnut Street  
Neenah, WI 54956

AN ORDINANCE: By the Neenah Public and Services  
Committee  
Re: Amending Neenah Municipal Code Section 21-  
34 of the Building Code relating to garages.

ORDINANCE NO. 2020-20

Introduced: \_\_\_\_\_

Committee/Commission Action: \_\_\_\_\_

## AN ORDINANCE

The Common Council of the City of Neenah, Wisconsin, do ordain as follows:

**Section 1.** That Neenah Municipal Code, Section 21-34 of the Building Code is hereby amended by adding the bolded and underlined language to read as follows:

Sec. 21-34. - Garages, sheds, and accessory buildings general requirements.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Attached private garage* shall mean a private garage attached directly to the principal building, or attached by means of an enclosed or open breezeway, porch, terrace, or vestibule, or a detached private garage so constructed as to be within five feet of the principal building.

*Detached private garage* shall mean a private garage separated from the principal building by five feet or more.

*Storage shed or accessory building* shall mean any residential storage building not principally used for the storage of automobiles or as a dwelling.

(b) *Foundations and footings.* Attached private garages shall be provided with the same type footings and foundations as required herein for the principal building. Concrete floors shall not be less than four inches in thickness. Detached private garages may be built with a continuous floating slab of reinforced concrete not less than four inches in thickness. Reinforcement shall be a minimum of six by six inch, number ten by ten wire mesh. The slab shall be provided with a thickened edge all around, eight inches wide and eight inches below the top of slab. Exterior wall curbs shall be provided not less than four inches above the finished ground grade adjacent to the garage. Bolts three-eighths inch in diameter with nuts

and washers attached, six inches long, shall be embedded three inches in the concrete curb of detached garages eight feet on centers.

(c) *Floor surface.* The floor in all private garages shall be of concrete construction, and sloped toward the exterior garage door or opening. No openings or pits in the floor shall be permitted, except for drainage.

(d) *Construction.* Private garages, sheds and accessory buildings shall be constructed in accordance with Wis. Admin. Code Comm ch. 21.

**(e) *Single-Family and Two-Family Residential Properties.* All single-family and two-family residences shall include a garage, whether attached or detached. All garages associated with residential properties shall be a minimum of 200 square feet in gross floor area. Residential properties which do not have a garage prior to November 18, 2020, are exempt from this requirement.**

**Section 2. Severability.** In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

**Section 3. Repeal and Effective Date.** All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Approved:

Adopted: \_\_\_\_\_

\_\_\_\_\_  
Dean R. Kaufert, Mayor

Published: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Stephanie Cheslock, Deputy City Clerk

## MEMORANDUM

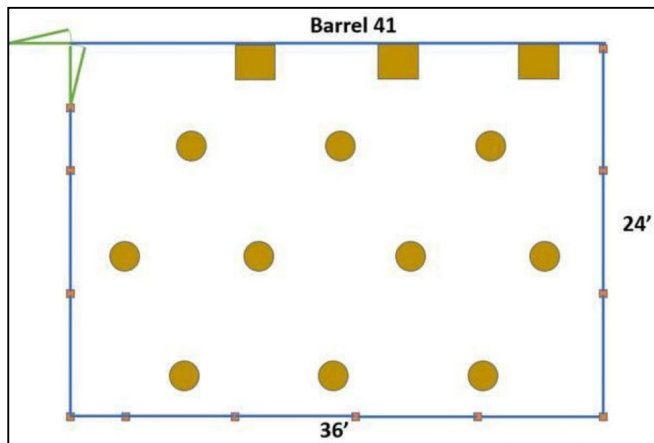
**DATE:** November 24, 2020  
**TO:** Chairperson Bates and Members of the Public Services and Safety Committee  
**FROM:** Brad Schmidt, Deputy Director of Community Development  
**RE:** Site Plan for Outdoor Patio, Barrel 41 Brewing Company LLC, 1132 S. Commercial St.

### Background

The Department of Community Development has received a request from Barrel 41 Brewing Company LLC for Site Plan Approval to allow for an extension of their outdoor patio which was originally approved in May 2019. The subject site is located on 1132 S. Commercial Street.

### Consideration

The owners propose to make permanent their temporary expanded outdoor patio located along the front of the building. The original outdoor patio was installed in May 2019 and was expanded as part of the temporary extension of an outdoor premise area in 2020. The existing temporary outdoor patio will become permanent under this proposal. The outdoor patio is approximately 24' wide by 36' deep. A 6-foot tall sight-tight fence is located on the south side of the patio to provide a buffer from a residence located south of the patio. In addition, a fence surrounds the perimeter of the patio. The patio includes up to 13 tables.



### Recommendation

Appropriate action at this time is to recommend Common Council approve the outdoor premise area expansion application for property located at 1132 S. Commercial Street (Barrel 41 Brewery Co).



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

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## **M E M O R A N D U M**

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**DATE:** November 18, 2020  
**TO:** Mayor Kaufert and Members of the Public Services and Safety Committee  
**FROM:** Gerry Kaiser, Director of Public Works  
**RE:** Commercial Dumpster Proposals

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The current commercial dumpster contract with Waste Management expires at the end of June 2021. As a reminder, the costs for this program are charged to the served properties on their utility bill.

Five companies responded to a request for proposals to take on the commercial dumpster contract (RFP attached). A table of the cost proposals is shown below. The table lists the unit cost provided by each contractor and multiplies it by the estimated number of customers for that level of service to give an estimate of the typical monthly bill.

The lowest projected cost proposal was provided by Orion Waste Solutions. This company, previously known as Inland Services, had been the low cost submitter when the city was considering privatizing residential refuse/recycling collection. They currently provide recycling collection for Outagamie County.

In addition to the base charges, each contractor identified other possible charges that could be applied to a collection. In the case of the proposal from Orion Environmental, they listed charges for overflows, additional collections outside of the normal schedule, lock bars/locks to secure containers, and caster replacement for the containers. Again, any of those charges would be passed on to the customer.

Staff recommends entering into a contract with Orion Waste Solutions for providing containers and regular collection for commercial dumpster customers with work to start July 1, 2021.

2020 Commercial Dumpster Proposal Comparison

	Estimated No. of Customers	Current Monthly Unit Charge	Current Monthly Estimate	Orion Waste Solutions	Monthly Estimate	GFL Environmental	Monthly Estimate	Waste Management	Monthly Estimate	Hartens Fox Valley	Monthly Estimate	Great American Disposal	Monthly Estimate
2 CY container once per month	3	21.89	65.67	15.95	47.85	23.00	69.00	25.17	75.51	42.00	126.00	33.00	99.00
2 CY container every other week	61	34.30	2,092.30	27.56	1,681.16	28.00	1,708.00	39.45	2,406.45	49.00	2,989.00	55.00	3,355.00
2 CY container once a week	16	59.16	946.56	50.78	812.48	52.00	832.00	68.03	1,088.48	60.00	960.00	96.00	1,536.00
4 CY container every other week	2	45.62	91.24	37.10	74.20	40.00	80.00	52.46	104.92	62.00	124.00	66.00	132.00
4 CY container once a week	10	76.36	763.60	68.35	683.50	75.00	750.00	87.81	878.10	95.00	950.00	119.00	1,190.00
4 CY container twice a week	0		-	130.86	-	143.00	-	170.34	-	180.00	-	223.00	-
6 CY container every other week	2	52.86	105.72	46.75	93.50	53.00	106.00	60.79	121.58	82.00	164.00	78.00	156.00
6 CY container once a week	1	97.25	97.25	86.03	86.03	97.00	97.00	111.84	111.84	125.00	125.00	141.00	141.00
6 CY container three times a week	1	252.20	252.20	243.15	243.15	277.00	277.00	290.03	290.03	240.00	240.00	397.00	397.00
8 CY container every other week	0		-	56.03	-	64.00	-	72.24	-	98.00	-	89.00	-
8 CY container once a week	2	125.63	251.26	103.33	206.66	119.00	238.00	144.47	288.94	152.00	304.00	164.00	328.00
8 CY container three times a week	2	307.53	615.06	292.56	585.12	342.00	684.00	353.66	707.32	410.00	820.00	466.00	932.00
			5,280.86		4,513.65		4,841.00		6,073.17		6,802.00		8,266.00





Department of Public Works  
211 Walnut Street, P.O. Box 426, Neenah, WI 54957-0426  
Phone: 920-886-6240 Fax: 920-886-6250  
Website/e-mail: [www.ci.neenah.wi.us](http://www.ci.neenah.wi.us)

October 14, 2020

All Refuse Contractors:

The City of Neenah is requesting proposals to provide refuse dumpsters, collect refuse and dispose of refuse from customers served by the City of Neenah. Enclosed are the Proposal Form, Supplemental Form and the City Purchase of Services Agreement along with its associated exhibits.

Sealed proposals are due by 9:00 a.m., local time, on Wednesday, November 4, 2020. It is anticipated that this contract will be awarded by the Neenah Common Council on November 18, 2020.

Your quote should be submitted on the Proposal Form and Supplemental Form to the contact listed below. You may also provide any other information that you believe would be beneficial in our evaluation.

Gerry Kaiser, Director of Public Works  
City of Neenah  
211 Walnut Street  
P.O. Box 426  
Neenah, WI 54957-0426

If you have any questions, please contact me at 920-886-6241 or by email at [gkaiser@ci.neenah.wi.us](mailto:gkaiser@ci.neenah.wi.us).

Sincerely,

Gerry Kaiser, P.E.  
Director of Public Works

Enclosure

**City of Neenah - Commercial Dumpster Service  
Proposal Form**

Type	Container Size (CY)	Service Levels	Estimated No. of Customers	Monthly Unit Price <sup>1</sup> (Figures)	WI Generator Tax (Figures)	Total Monthly Charge (Figures)
1	2	1 per month	3			
2	2	Every other Week	61			
3	2	1 per Week	16			
4	4	Every other Week	2			
5	4	1 per Week	10			
6	4	2 per Week	0			
7	6	Every other Week	2			
8	6	1 per Week	1			
9	6	3 per Week	1			
10	8	Every other Week	0			
11	8	1 per Week	2			
12	8	3 per Week	2			

Note 1: Monthly Unit Price is to include all charges for collection, disposal, container rental and administration.

The City of Neenah reserves the right to reject any or all bid proposals and select the bid proposal believed to be in the best interest of the City at the City's sole discretion. The contract will be awarded to a single contractor based on consideration of bid prices, contractor qualifications, experience and capacity to provide services.

All proposals are valid for 90 days from bid opening.

The signed contract must be returned within 30 days of award.

The undersigned bidder understands that the quantities of work shown are approximate only and are subject to increase or decrease and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the above schedule.

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME(PRINT) \_\_\_\_\_

TITLE \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**City of Neenah - Commercial Dumpster Service**  
**Supplemental Form - Additional Charges**

Please list any charges, other than those included in the rates listed on the Proposal Form,  
that may be applied to the provision of service.

Description	Method for Calculating the Charge

COMPANY NAME

---

NAME(PRINT)

---

DATE

---

**CITY OF NEENAH**  
**PURCHASE OF SERVICES AGREEMENT**

**RE: Commercial Dumpster Program**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Neenah, a municipal corporation with offices at 211 Walnut Street, Neenah, WI 54956 (hereinafter referred to as "CITY") and **Contractor Name**, with offices located at **Contractor Address** (hereinafter referred to as "CONTRACTOR").

**WITNESSETH:**

**WHEREAS** the CITY desires to purchase services from the CONTRACTOR for the purpose of **Commercial Refuse Collection Services**;

**WHEREAS** the CONTRACTOR is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the CITY and the CONTRACTOR do agree as follows:

1. **TERM** - The term of this agreement shall commence as of the **1st** day of **July, 2021**, and shall terminate as of the **30th** day of **June, 2026**, unless sooner agreed to by the parties. The CITY shall not be liable for any services performed by CONTRACTOR other than during the term of this agreement.

This term may be extended upon mutual agreement in writing signed by both parties regarding the terms and rate for a set period of time. Said extension must be effected by December 31, 2025.

2. **SERVICE TO BE PROVIDED** - CONTRACTOR agrees to provide the service of providing refuse containers and collecting those containers on a regularly scheduled basis for those commercial properties listed in the attached **Exhibit A** in conformance with the conditions outlined in **Exhibit D**.
3. **ASSIGNMENT** - CONTRACTOR shall not assign any interest or obligation in this agreement and shall not transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior written consent of the CITY.
4. **TERMINATION** - If through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this agreement, or if the CONTRACTOR shall violate any of the covenants or stipulations of this agreement, the CITY shall thereupon have the right to terminate this agreement by giving a thirty (30) day written notice to the CONTRACTOR of such termination and

specifying the effective date thereof. There shall be no other termination or cancellation of this agreement during its term, without the prior written consent of both parties.

5. **UNFINISHED WORK** - In the event the CITY exercises its unilateral right to terminate this agreement for cause in the manner provided for in paragraph 4 above, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this agreement by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set-off.
6. **FAILURE TO APPROPRIATE FUNDS** - The failure of the CITY to appropriate sufficient funds in any year covered by this agreement shall automatically terminate this agreement.
7. **TERMS OF PAYMENT** - CITY will pay CONTRACTOR for all of the aforementioned work according to **Exhibit A** at the rates outlined in the attached **Exhibit B** upon satisfactory completion of the work and performance of this contract.
  - A. Rate Adjustments – The collection rates in **Exhibit B** will be adjusted as outlined below.
    1. CPI Adjustment – A Consumer Price Index rate adjustment shall be made in November of each year for the succeeding year. Adjustments shall be based on the Consumer Price Index, Midwest Urban Statistical Area, as published by the Bureau of Labor Statistics, U.S. Department of Labor (located at <http://www.bls.gov>) for the preceding twelve month period (November - October). Said CPI rate adjustment shall not exceed 5% in any one year.
    2. Tipping Fee Adjustment - Increases in the Winnebago County Solid Waste Management Board (WCSWMB) solid waste tip fee rate may be passed through at exact cost (no percentage increase by the CONTRACTOR) using the calculator of 100 pounds of solid waste per cubic yard and 4.33 weeks per month to adjust monthly front-load fees. Direct pass through tonnage expense increases may be implemented at any point after which a WCSWMB solid waste tip fee modification goes into effect.
  - B. Invoicing – The CONTRACTOR shall invoice the CITY on a monthly basis for service provided during the previous month. Said invoice shall include information on customer name, address, container size, collection frequency, standard collection rate, and overflow collection charges.
8. **WISCONSIN LAW CONTROLLING** - It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

9. **ARBITRATION** - This Agreement shall be covered by the laws of the State of Wisconsin. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties to this Agreement. In the event the parties proceed to arbitration, the following shall govern any such proceedings:
- A. The American Arbitration Association shall submit a panel of five arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
  - B. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
  - C. Any arbitration shall take place in the City of Neenah, Winnebago County, Wisconsin.
  - D. Unless otherwise agreed by the parties, the arbitration hearing in this matter shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
  - E. That any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, related to the discovery procedure, including, but not limited to witness and reporter's fees related to depositions, photocopying fees, postage fees, and delivery fees.
  - F. That the arbitrator, in issuing any ruling with regard to any arbitration matter, shall issue a written decision which shall include written findings of fact and conclusions of law.
  - G. The proceeding and arbitration shall be governed by the laws of the State of Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.
10. **CONTRACTOR EFFICIENCY** - CONTRACTOR shall commence, carry on and complete its obligations under this agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this agreement and all applicable laws. In providing services under this agreement, the CONTRACTOR agrees to cooperate with the various departments, agencies, employees and officers of the CITY.
11. **SUBCONTRACTING** - CONTRACTOR shall not subcontract any work pursuant to this Agreement without the prior written consent of CITY. CONTRACTOR shall maintain a written list of all subcontractors and suppliers performing labor or supplying materials under this Agreement and shall make the list available to CITY upon request. CITY, at its option, may make direct payments to subcontractors for services performed pursuant to this Agreement or, alternatively, may issue a two-party check to CONTRACTOR and his Subcontractors.

12. **CONTRACTOR BONDING** shall comply with any requirements which may be applicable pursuant to Section 779.14(lm), Wisconsin Statutes.
13. **CLAIMS** - CONTRACTOR shall pay all legitimate claims for labor performed and materials furnished, used or consumed in making any public improvement or performing any public work pursuant to this Agreement. Failure to comply with this provision, if applicable, may subject CONTRACTOR to criminal penalties pursuant to Sections 779.16 and 943.20, Wisconsin Statutes.
14. **CONTRACTOR EMPLOYEES** - CONTRACTOR agrees to secure at CONTRACTOR'S own expense all personnel necessary to carry out CONTRACTOR'S obligations under this agreement. Such personnel shall not be deemed to be employees of the CITY nor have any direct contractual relationship with the CITY.
15. **DELIVERY BY MAIL** - Notices, bills, invoices and reports required by this agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
16. **HOLD HARMLESS** - CONTRACTOR agrees to at all times during the term of this agreement, indemnify, save harmless and defend the CITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that the CITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the CONTRACTOR furnishing the services or goods required to be provided under this agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the CITY, its agencies, boards, commissions, officers, employees or representatives.
17. **INSURANCE** - Prior to commencing work, CONTRACTOR shall, at its own cost and expense, furnish CITY with Certificate of Insurance indicating proof of insurance from companies licensed in the state. Minimum insurance requirements are attached as **Exhibit C**.
18. **LIMITATION EFFECT ON PAYMENTS BY CITY** - In no event shall the making of any payment required by this agreement constitute or be construed as a waiver by the CITY of any breach of the covenants of this agreement or a waiver of any default of the CONTRACTOR and the making of any such payment by the CITY while any such default or breach shall exist shall in no way impair or prejudice the right of the CITY with respect to recovery of damages or other remedy as a result of such breach or default.
19. **DISCRIMINATION** - During the term of this agreement the CONTRACTOR agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of race,

religion, sex, handicap, national origin, age, cultural differences, sexual preference, marital status, or physical appearance. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this agreement as they relate to affirmative action and nondiscrimination.

20. **EQUAL OPPORTUNITY EMPLOYER** - CONTRACTOR shall, in all solicitations for employment placed on CONTRACTOR'S behalf, state that CONTRACTOR is an "Equal Opportunity Employer."

21. **CONTRACTOR'S LEGAL STATUS** - CONTRACTOR warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of CONTRACTOR'S registered agent is as set forth opposite the heading REGISTERED AGENT on the last page of this agreement CONTRACTOR shall notify CITY immediately, in writing, of any change in its registered agent, his or her address, and CONTRACTOR'S legal status.

22. **NOTICES** - Notices under this Agreement shall be delivered in writing to the respective parties at the following addresses:

If to the CITY:

If to the CONTRACTOR:

City Clerk  
City of Neenah  
211 Walnut Street  
Neenah, WI 54956

23. **ENTIRE AGREEMENT** - The entire agreement of the parties is contained herein and this agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.



**IN WITNESS WHEREOF**, the CITY and the CONTRACTOR have executed this agreement and its Schedules as of the day and date first set forth above.

CITY OF NEENAH

*CONTRACTOR NAME.*

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

EXHIBIT A - Customer List					
No.	CUSTOMER	ADDRESS	CONTAINER SIZE (CY)	SERVICE LEVEL	NO. OF CONTAINERS
1	AMERICAN ANIMAL HOSP	1230 S COMMERCIAL ST	2	EVERY OTHER WEEK	1
2	ANCHOR BANK	1065 S LAKE ST	2	EVERY OTHER WEEK	1
3	ANCHOR CASTING	223 EDNA AVE	2	EVERY OTHER WEEK	1
4	APARTMENTS	207 CLAIRMONT CT	2	EVERY OTHER WEEK	1
5	APARTMENTS	208 CLAIRMONT CT	6	EVERY OTHER WEEK	1
6	APARTMENTS	215 CLAIRMONT CT	2	1 TIME PER WEEK	1
7	APARTMENTS	353 FIRST ST	2	1 TIME PER WEEK	1
8	APARTMENTS	2120 MARATHON AVE	2	EVERY OTHER WEEK	1
9	APARTMENTS	103 W PECKHAM ST	2	EVERY OTHER WEEK	1
10	BABBITT-SHOULUND INS	1524 S COMMERCIAL ST	2	1 TIME PER WEEK	1
11	BERGSTROM AUTO	1534 LYON DR	2	1 TIME PER WEEK	1
12	BOOKLAND	224 W WISCONSIN AVE	6	3 TIMES PER WEEK	1
13	BRAND M	2422 INDUSTRIAL DR	2	EVERY OTHER WEEK	1
14	BRIDGEWOOD GOLF COURSE	2003 HARRISON ST	2	EVERY OTHER WEEK	1
15	CANAL STREET	100 BLOCK OF WEST CANAL	8	3 TIMES PER WEEK	2
16	CEDAR BAR & GRILL	1330 S COMMERCIAL ST	2	EVERY OTHER WEEK	1
17	CELLAR'S LIQUOR	113 N GREEN BAY RD	2	EVERY OTHER WEEK	1
18	CENTRAL BRASS FOUNDRY	2133 HARRISON ST	2	EVERY OTHER WEEK	1
19	CITY HALL	211 WALNUT ST	4	1 TIME PER WEEK	1
20	COLDWELL BANKER	105 E BELL ST	2	EVERY OTHER WEEK	1
21	CONE CREDIT UNION	219 W CECIL ST	2	EVERY OTHER WEEK	1
22	CONSTRUCTION SOLUTIONS	2485 SCHULTZ DR	2	EVERY OTHER WEEK	1
23	COST CUTTERS	868 S GREEN BAY RD	2	EVERY OTHER WEEK	1
24	CROSS & OBERLE	916 BYRD AVE	2	1 TIME PER WEEK	1
25	DOTY APARTMENTS	212 DOTY AVE	2	EVERY OTHER WEEK	1
26	EAGLE NATION	206 MAIN ST	2	EVERY OTHER WEEK	1
27	FAIRWOOD APARTMENTS	720 FAIRWOOD DR	2	1 TIME PER WEEK	1
28	FAITH UNITED METHODIST CH	1025 TULLAR RD	2	EVERY OTHER WEEK	1
29	FIRE STATION #31	1080 BREEZEWOOD LN	2	1 TIME PER WEEK	1
30	FIRE STATION #32	125 E COLUMBIAN AVE	2	1 TIME PER WEEK	1
31	FLEXOTECH	2480 TOWERVIEW DR	2	EVERY OTHER WEEK	1
32	FOREVER CHILDCARE	1224 S COMMERCIAL ST	2	EVERY OTHER WEEK	1
33	FOX VALLEY ROLLER RINK	1215 GILLINGHAM RD	2	EVERY OTHER WEEK	1
34	GRIES ARCHITECTS	500 N COMMERCIAL ST	2	EVERY OTHER WEEK	1
35	HANG UP GALLERY	411 FIRST ST	2	EVERY OTHER WEEK	1
36	HESS R/L	2424 INDUSTRIAL DR	2	EVERY OTHER WEEK	1
37	HISTORIC DOTY BLDG	300 N COMMERCIAL ST	2	1 TIME PER WEEK	2
38	INDUSTRIAL MACHINE SPEC	346 SMITH ST	2	EVERY OTHER WEEK	1
39	INTERNATIONAL LABS	1057 TULLAR RD	2	EVERY OTHER WEEK	1
40	ISLAND MUSIC	858 S GREEN BAY RD	2	EVERY OTHER WEEK	1
41	JERZILD PROP	325 N COMMERCIAL ST	8	1 TIME PER WEEK	1
42	JJ AUTO	2137 HARRISON ST	2	EVERY OTHER WEEK	1
43	JOHNS LEASING	178 N LAKE ST	2	EVERY OTHER WEEK	1
44	KRONS SERVICE CENTER	1108 MAIN ST	2	EVERY OTHER WEEK	1
45	LA POINTE APTS	1052 W CECIL ST	2	1 TIME PER WEEK	1
46	LAKE ST MINI MART	1015 S LAKE ST	4	EVERY OTHER WEEK	1
47	LAKEVIEW CREDIT UNION	110 W BELL ST	2	EVERY OTHER WEEK	1
48	LES' 1 BETTER	1352 S COMMERCIAL ST	2	EVERY OTHER WEEK	1
49	LEVENHAGEN	310 HIGH ST	2	EVERY OTHER WEEK	1
50	LEVENHAGEN	321 HIGH ST	2	EVERY OTHER WEEK	1
51	LEVENHAGEN	1126 MAIN ST	2	EVERY OTHER WEEK	1

EXHIBIT A - Customer List					
No.	CUSTOMER	ADDRESS	CONTAINER SIZE (CY)	SERVICE LEVEL	NO. OF CONTAINERS
52	LIVING VINE CHURCH	402 N COMMERCIAL ST	2	1 TIME PER MONTH	1
53	LUFT DENTIST	618 S GREEN BAY RD	2	EVERY OTHER WEEK	1
54	MAIN ST AUTO	902 MAIN ST	2	EVERY OTHER WEEK	1
55	MARKET PLACE	118 W WISCONSIN AVE	8	3 TIMES PER WEEK	1
56	MASONIC TEMPLE	241 W WISCONSIN AVE	2	1 TIME PER MONTH	1
57	MASTER LUBE CAR WASH	1361 S COMMERCIAL ST	2	EVERY OTHER WEEK	1
58	MASTER LUBE SHOP	1404 S COMMERCIAL ST	2	EVERY OTHER WEEK	1
59	MEMORIAL PARK	1131 TULLAR RD	4	1 TIME PER WEEK	1
60	MEMORIAL PARK WEST	1155 APPLE BLOSSOM DR	4	1 TIME PER WEEK	1
61	MILHAUPT DENTAL LABS	630 S GREEN BAY RD	2	EVERY OTHER WEEK	1
62	MILL CITY CHURCH	120 N LAKE ST	4	1 TIME PER WEEK	1
63	MORTON SAFETY	1112 S COMMERCIAL ST	2	EVERY OTHER WEEK	1
64	NAPA AUTO	301 S GREEN BAY RD	2	EVERY OTHER WEEK	1
65	NEENAH PUBLIC LIBRARY	240 E WISCONSIN AVE	2	1 TIME PER WEEK	1
66	NEW CANVAS	1347 S COMMERCIAL ST	2	1 TIME PER WEEK	1
67	NEW GUYS PUB	430 SHERRY ST	2	EVERY OTHER WEEK	1
68	NORTH MGMT	318 CHURCH ST	2	EVERY OTHER WEEK	1
69	OAK HILL CEMETERY	1201 OAKRIDGE RD	2	1 TIME PER WEEK	1
70	OKUNDAYE, DR	1540 LYON DR	2	EVERY OTHER WEEK	1
71	OLD POST OFFICE	307 S COMMERCIAL ST	2	EVERY OTHER WEEK	1
72	PARKWAY HOTEL	1181 GILLINGHAM RD	2	EVERY OTHER WEEK	1
73	PINNACLE APARTMENTS	1004 MAIN ST	2	EVERY OTHER WEEK	1
74	POLICE STATION	2111 MARATHON AVE	8	1 TIME PER WEEK	1
75	PROSPERA CREDIT UNION	934 S GREEN BAY RD	2	EVERY OTHER WEEK	1
76	RAYS TRANSMISSION	1236 S COMMERCIAL ST	2	1 TIME PER WEEK	1
77	REACH COUNSEL SVC	1509 S COMMERCIAL ST	2	1 TIME PER WEEK	1
78	REC PARK (NEENAH POOL)	600 S PARK AVE	4	2 TIME PER WEEK	2
79	RIVERSIDE PARK	500 E WISCONSIN AVE	6	1 TIME PER WEEK	1
80	ROB'S AUTO	103 PROFESSIONAL PLAZA	2	EVERY OTHER WEEK	1
81	SCHUBBE RESCH CHIRO	1511 S COMMERCIAL ST	2	EVERY OTHER WEEK	1
82	SERVICE GLASS	289 S GREEN BAY RD	2	EVERY OTHER WEEK	1
83	SEVENTH DAY CHURCH	265 S GREEN BAY RD	2	EVERY OTHER WEEK	1
84	SMITH AUTO	1115 S COMMERCIAL ST	2	EVERY OTHER WEEK	1
85	SOUTHVIEW PARK	200 W BELL ST	4	1 TIME PER WEEK	1
86	ST MARK EV CHURCH	140 S GREEN BAY RD	4	EVERY OTHER WEEK	1
87	STILP BLDG	330 N COMMERCIAL ST	2	1 TIME PER WEEK	1
88	STOLL DENTIST	151 E FOREST AVE	2	EVERY OTHER WEEK	1
89	STRONG CHIROPRACTIC	1426 S COMMERCIAL ST	2	EVERY OTHER WEEK	1
90	SUEZ'S TRACKSIDE	432 SHERRY ST	2	EVERY OTHER WEEK	1
91	SUN DIAL TANNING/HAIR	1075 S LAKE ST	2	EVERY OTHER WEEK	1
92	TRINITY CHURCH	407 OAK ST	2	EVERY OTHER WEEK	1
93	TRIO REFRIGERATION	1225 S COMMERCIAL ST	2	EVERY OTHER WEEK	1
94	WASHINGTON PARK	631 W WINNECONNE AVE	4	1 TIME PER WEEK	1
95	WATER WORKS DEPT	234 S PARK AVE	4	1 TIME PER WEEK	1
96	WAYNE'S MUFFLER	101 N LAKE ST	2	EVERY OTHER WEEK	1
97	WG, INC	320 N COMMERCIAL ST	6	EVERY OTHER WEEK	1
98	WHITING BAPTIST CHURCH	1020 TULLAR RD	2	1 TIME PER MONTH	1
99	WHITING BOAT HOUSE	98 FIFTH ST	4	1 TIME PER WEEK	1
100	YOUTH GO	213 NICOLET BLVD	4	1 TIME PER WEEK	1

<b>EXHIBIT B – 2021 SERVICE RATE SCHEDULE</b>				
Container Size (CY)	Service Levels	Pricing	WI Generator Tax	Total Monthly Charge
2	1 per month	TBD	TBD	TBD
2	Every other Week	TBD	TBD	TBD
2	1 per Week	TBD	TBD	TBD
4	Every other Week	TBD	TBD	TBD
4	1 per Week	TBD	TBD	TBD
4	2 per Week	TBD	TBD	TBD
6	Every other Week	TBD	TBD	TBD
6	1 per Week	TBD	TBD	TBD
6	3 per Week	TBD	TBD	TBD
8	Every other Week	TBD	TBD	TBD
8	1 per Week	TBD	TBD	TBD
8	3 per Week	TBD	TBD	TBD

## EXHIBIT C - INSURANCE COVERAGE DESCRIPTIONS AND REQUIREMENTS

- I. CONTRACTOR shall, furnish CITY with Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:
  - A. Workers Compensation and Employers' Liability - Workers' Compensation statutory - in compliance with the Compensation law of the State and Employers' Liability insurance with a limit no less than \$100,000 each accident.
  - B. Comprehensive or Commercial General Liability with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but not limited to, the following coverage.
    1. Premises - Operations
    2. Products and Completed Operations
    3. Broad Form Property Damage
    4. Contractual
    5. Personal Injury
  - C. Automobile Liability with a minimum limit of \$1,000,000 per occurrence / \$1,000,000 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all of the following:
    1. Owned Automobiles
    2. Hired Automobiles
    3. Non-Owned Automobiles
- II. The certificate shall list the Certificate Holder and Address as follows: City of Neenah, Attn: Director of Public Works, P.O. Box 426, Neenah, WI 54957.
- III. Such insurance shall include under the General Liability and Automobile Liability policies the City of Neenah and Winnebago County, their employees, elected officials, representatives, and members of their boards and/or commissions as "Additional Insureds".
- IV. CONTRACTOR shall require subcontractor; if applicable, to furnish identical certificates of insurance to the Neenah City Attorney prior to contract taking effect.
- V. Such Insurance Certificate shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to Neenah City Attorney, 211 Walnut Street, P.O. Box 426, Neenah, Wisconsin 54957. All such notices will name the CONTRACTOR and identify the Project.
- VI. The Neenah City Attorney must approve any exception to these requirements. Submit any requests in writing to City of Neenah Attn: City Attorney, P.O. Box 426, Neenah, WI 54957.

## EXHIBIT D – SERVICE REQUIREMENTS

1. The CONTRACTOR will collect and transport refuse from CONTRACTOR-owned containers from designated locations.
2. Solid waste generated by the commercial dumpster program and serviced by CONTRACTOR shall be delivered exclusively to the Winnebago County Solid Waste Disposal Facility, the Outagamie County Solid Waste Disposal Facility, the Brown County South Landfill or other facility designated by the Winnebago County Solid Waste Management Board. Solid waste placed in these dumpsters must not be unloaded at any transfer station where solid waste is directed to a facility other than the Winnebago County Solid Waste Disposal Facility, the Outagamie County Solid Waste Disposal Facility, the Brown County South Landfill or other facility designated by the Winnebago County Solid Waste Management Board.
3. The CONTRACTOR will provide transportation services for delivery, removals, pick-ups and re-sets of CONTRACTOR-owned containers to locations throughout the CITY on a regular basis. Re-set is defined as emptying the container and returning it to its service location. Removal is defined as emptying and permanently removing a container from a service location and returning it to the CONTRACTOR'S storage yard.
4. Locations and number of containers (with sizes) of existing customers with regularly scheduled pick-ups are listed in **Exhibit A**. When referring to container size "CY" shall be used to represent cubic yard.
5. The exact day of the week and time of the day for scheduled pick-up(s) for each location will be mutually agreed to by the CONTRACTOR and representatives of the CITY.
6. **No scavenging or salvaging of solid waste or recyclable materials from any of the containers will be allowed.**
7. Tonnage expense for the 2, 4, 6, and 8 CY containers is the responsibility of the CONTRACTOR.
8. The **2021** Winnebago County landfill gate rate for refuse is \$46.00/ton.
9. The CONTRACTOR will be required to invoice the CITY for each location monthly with detailed information (date, container size, frequency of pick-up, etc.)
10. The CITY may, at its option, add, change or delete container sizes and frequency of pick-up.
11. The CONTRACTOR shall furnish, operate, and maintain adequate equipment in proper working order to fulfill all obligations under this agreement. In case of equipment failure or any delay related to equipment repairs, the CONTRACTOR is required at his sole expense, to provide replacement equipment so that the transportation of containers is not interrupted. Tarps (or other mechanisms) must contain every load effectively so no material escapes from the vehicles during hauling. CONTRACTOR shall perform operations in a neat and clean manner. If any material is lost during transportation, CONTRACTOR shall clean any litter or spillage promptly.

## **EXHIBIT D – SERVICE REQUIREMENTS**

12. If CONTRACTOR causes any property damage at any of the CITY facilities or customer locations, CONTRACTOR shall be responsible for repair or replacement of the damaged property.
13. The CONTRACTOR shall make its own judgments regarding inclement weather operations, considering traffic safety and the requirement to satisfy the contractual obligation to collect and transport refuse from CONTRACTOR-owned containers. If CONTRACTOR's schedule is to be impacted by inclement weather, it shall immediately notify the CITY of any hauling schedule delays and provide a plan to catch up on the schedule.
14. The CONTRACTOR shall obtain all permits and licenses, including those needed from the Division of Motor Vehicles, Department of Natural Resources, and other agencies.
15. The CONTRACTOR shall comply with all applicable laws, regulations, and requirements, including but not limited to those related to traffic, safety, health, and accident prevention. CONTRACTOR shall be solely and completely responsible for working conditions, including safety of all persons and property during performance of work.



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

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## **M E M O R A N D U M**

---

**DATE:** November 19, 2020  
**TO:** Mayor Kaufert, and Members of the Public Services and Safety Committee  
**FROM:** Gerry Kaiser, Director of Public Works  
**RE:** Revocable Occupancy Permits – Lake Shore Avenue Irrigation Systems

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In the course of work on Lake Shore Avenue, a number of irrigation system crossings have been located. Several of them needed to be adjusted in order to allow road grading to occur to the proper depth. Engineer Eckhart made those arrangements with the property owners. The related costs will be charged to the property. In addition, we required that the property owner sign a revocable occupancy permit as a means of tracking and giving formal approval to those encroachments. Those permits are attached. Staff recommends approval of each of these revocable occupancy permits.

**Staff recommends Council approve the Revocable Occupancy Permit to John and Jennifer DeBruin, 620 E. Wisconsin Avenue, for irrigation system facilities located within the Lake Shore Avenue right-of-way.**

**Staff recommends Council approve the Revocable Occupancy Permit to Mary Ellen Wroblewski Trust, 114 Lake Shore Avenue, for irrigation system facilities located within the Lake Shore Avenue right-of-way.**

**Staff recommends Council approve the Revocable Occupancy Permit to Grant J. Lamontagne and Judith A. Lamontagne, 157 Lake Shore Avenue, for irrigation system facilities located within the Lake Shore Avenue right-of-way.**



**REVOCABLE  
OCCUPANCY PERMIT**

RE6035 90 Ch. 84 Wis. Stats.

**Document No.**

Exempt from fees: s 77.25(2r)

Occupant Name and Address:

Mary Ellyn Wroblewski Trust  
114 Lake Shore Avenue  
Neenah, WI 54956  
**80100140000**

Agency Name and Address:

City of Neenah  
211 Walnut Street  
Neenah, WI 54956

Highway:

Lake Shore Avenue

County:

Winnebago

City:

Neenah

This space reserved for recording data.

Return to: City Attorney James Godlewski  
Neenah City Administration Building  
P.O. Box 426  
Neenah, WI 54957

Encroachment Location: That portion of Lake Shore Avenue described as being part of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 27, Township 20 North, Range 17 East, being part of the right-of-way for Lake Shore Avenue, City of Neenah, Winnebago County, Wisconsin, contained in the following:

That portion of Lake Shore Avenue right-of-way bounded by the following:

Lying north of the extended south line of Lot 3, Block B, Lakeview Addition to Neenah, City of Neenah, Winnebago County, Wisconsin;

Lying south of a line ten (10) feet north of and parallel to the extended south line of said Lot 3;

Lying east of the east line of said Lot 3;

Lying west of the shore of Lake Winnebago.

Encroachment Description: Irrigation piping. Area contains an intake pipe from Lake Winnebago. Said piping is located at a depth of approximately two (2) feet.

The use and occupancy of Highway right of way under this permit is conditioned upon the Occupant's compliance with these provisions:

1. This permit only authorizes the described encroachment within the Highway right-of-way.
2. In the event that the Agency deems it necessary to revoke this permit on the basis of a need to accommodate highway or utility needs, the Agency reserves the right to give notice regarding the removal of the described encroachment. The Agency may terminate this permit upon sixty (60) days written notice to the Occupant. The Occupant shall remove the described encroachment maintained under this permit within the time specified in the notice.
3. Occupant is responsible for all maintenance of the encroachment.
4. Occupant is responsible for the repair of any damage to the encroachment.
5. Issuance of this permit shall not be construed as a waiver of the Occupant's obligation to comply with any more restrictive requirements imposed by local ordinance.
6. Traffic control required for installation or repair of the encroachment shall be done in compliance with the Federal Highway Administration's Manual on Uniform Traffic Control Devices.
7. Failure by the Occupant to comply with the provisions of this permit is cause for the Agency to terminate this permit and to require the Occupant to remove the encroachment.

Approved for the City of Neenah

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Dean Kaufert**

\_\_\_\_\_  
(Print or Type Name)

**Mayor**

\_\_\_\_\_  
(Title)

Attest

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Stephanie Cheslock**

\_\_\_\_\_  
(Print or Type Name)

**City Clerk**

\_\_\_\_\_  
(Title)

STATE OF WISCONSIN     )  
                                          ) ss.  
COUNTY OF WINNEBAGO   )

\_\_\_\_\_  
(Date)

On the above date, this instrument was acknowledged  
before me by the named person(s).

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)

Approved for Occupant

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

STATE OF WISCONSIN     )  
                                          ) ss.  
COUNTY OF WINNEBAGO   )

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(Print or Type Name, Notary Public, State of Wisconsin)

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(Date Commission Expires)

**REVOCABLE  
OCCUPANCY PERMIT**

RE6035 90 Ch. 84 Wis. Stats.

**Document No.**

Exempt from fees: s 77.25(2r)

Occupant Name and Address:

Grant J. Lamontagne and Judith A. Lamontagne  
157 N. Park Avenue  
Neenah, WI 54956  
**80100090000**

Agency Name and Address:

City of Neenah  
211 Walnut Street  
Neenah, WI 54956

Highway:

Lake Shore Avenue

County:

Winnebago

City:

Neenah

This space reserved for recording data.

Return to: City Attorney James Godlewski  
Neenah City Administration Building  
P.O. Box 426  
Neenah, WI 54957

Encroachment Location: That portion of Lake Shore Avenue described as being part of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 26, Township 20 North, Range 17 East, being part of the right-of-way for Lake Shore Avenue, City of Neenah, Winnebago County, Wisconsin, contained in the following:

That portion of Lake Shore Avenue right-of-way bounded by the following:

Lying south of the extended north line of Lot 7, Block B, Lakeview Addition to Neenah, City of Neenah, Winnebago County, Wisconsin;

Lying north of a line ten (10) feet south of and parallel to the extended north line of said Lot 7;

Lying east of the east line of said Lot 7;

Lying west of the shore of Lake Winnebago.

Encroachment Description: Irrigation system components. Area contains an intake pipe from Lake Winnebago, an irrigation system pumphouse, an irrigation pipe to serve 157 N. Park Avenue, and electrical conduit and wiring. Said piping is located at a depth of approximately one (1) foot.

The use and occupancy of Highway right of way under this permit is conditioned upon the Occupant's compliance with these provisions:

1. This permit only authorizes the described encroachment within the Highway right-of-way.
2. In the event that the Agency deems it necessary to revoke this permit on the basis of a need to accommodate highway or utility needs, the Agency reserves the right to give notice regarding the removal of the described encroachment. The Agency may terminate this permit upon sixty (60) days written notice to the Occupant. The Occupant shall remove the described encroachment maintained under this permit within the time specified in the notice.
3. Occupant is responsible for all maintenance of the encroachment.
4. Occupant is responsible for the repair of any damage to the encroachment.
5. Issuance of this permit shall not be construed as a waiver of the Occupant's obligation to comply with any more restrictive requirements imposed by local ordinance.
6. Traffic control required for installation or repair of the encroachment shall be done in compliance with the Federal Highway Administration's Manual on Uniform Traffic Control Devices.
7. Failure by the Occupant to comply with the provisions of this permit is cause for the Agency to terminate this permit and to require the Occupant to remove the encroachment.

Approved for the City of Neenah

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Dean Kaufert**

\_\_\_\_\_  
(Print or Type Name)

**Mayor**

\_\_\_\_\_  
(Title)

Attest

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Stephanie Cheslock**

\_\_\_\_\_  
(Print or Type Name)

**City Clerk**

\_\_\_\_\_  
(Title)

STATE OF WISCONSIN     )  
                                          ) ss.  
COUNTY OF WINNEBAGO   )

\_\_\_\_\_  
(Date)

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\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)

Approved for Occupant

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

STATE OF WISCONSIN     )  
                                          ) ss.  
COUNTY OF WINNEBAGO   )

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(Print or Type Name, Notary Public, State of Wisconsin)

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(Date Commission Expires)

**REVOCABLE  
OCCUPANCY PERMIT**

RE6035 90 Ch. 84 Wis. Stats.

**Document No.**

Exempt from fees: s 77.25(2r)

**Occupant Name and Address:**

John and Jennifer DeBruin  
620 E. Wisconsin Avenue  
Neenah, WI 54956  
**80100130000 80100210000**

**Agency Name and Address:**

City of Neenah  
211 Walnut Street  
Neenah, WI 54956

**Highway:**

Lake Shore Avenue

**County:**

Winnebago

**City:**

Neenah

This space reserved for recording data.

Return to: City Attorney James Godlewski  
Neenah City Administration Building  
P.O. Box 426  
Neenah, WI 54957

Encroachment Location: That portion of Lake Shore Avenue described as being part of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 27, Township 20 North, Range 17 East, being part of the right-of-way for Lake Shore Avenue, City of Neenah, Winnebago County, Wisconsin, contained in the following:

That portion of Lake Shore Avenue right-of-way bounded by the following:

Lying south of the extended north line of Lot 2, Block B, Lakeview Addition to Neenah, City of Neenah, Winnebago County, Wisconsin;

Lying north of a line ten (10) feet south of and parallel to the extended north line of said Lot 2;

Lying east of the east line of said Lot 2;

Lying west of the shore of Lake Winnebago.

Encroachment Description: Irrigation piping and conduit. Area will contain an intake pipe from Lake Winnebago, an irrigation pipe to serve the parcel that abuts the lake across from Lot 1 of the Occupant's property at 620 E. Wisconsin Avenue, and an electrical conduit. Said piping to be located at a depth of approximately two (2) feet.

The use and occupancy of Highway right of way under this permit is conditioned upon the Occupant's compliance with these provisions:

1. This permit only authorizes the described encroachment within the Highway right-of-way.
2. In the event that the Agency deems it necessary to revoke this permit on the basis of a need to accommodate highway or utility needs, the Agency reserves the right to give notice regarding the removal of the described encroachment. The Agency may terminate this permit upon sixty (60) days written notice to the Occupant. The Occupant shall remove the described encroachment maintained under this permit within the time specified in the notice.
3. Occupant is responsible for all maintenance of the encroachment.
4. Occupant is responsible for the repair of any damage to the encroachment.
5. Issuance of this permit shall not be construed as a waiver of the Occupant's obligation to comply with any more restrictive requirements imposed by local ordinance.
6. Traffic control required for installation or repair of the encroachment shall be done in compliance with the Federal Highway Administration's Manual on Uniform Traffic Control Devices.
7. Failure by the Occupant to comply with the provisions of this permit is cause for the Agency to terminate this permit and to require the Occupant to remove the encroachment.

Approved for the City of Neenah

| Approved for Occupant

(Signature)

(Date)

**Dean Kaufert**

(Print or Type Name)

**Mayor**

(Title)

Attest

(Signature)

(Date)

**Stephanie Cheslock**

(Print or Type Name)

**City Clerk**

(Title)

STATE OF WISCONSIN     )  
                                          ) ss.  
COUNTY OF WINNEBAGO    )

(Date)

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(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

(Signature)

(Date)

(Print or Type Name)

(Title)

STATE OF WISCONSIN     )  
                                          ) ss.  
COUNTY OF WINNEBAGO    )

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(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)



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

## MEMORANDUM

**DATE:** November 19, 2020  
**TO:** Mayor Kaufert and Members of the Public Services and Safety Committee  
**FROM:** Gerry Kaiser, Director of Public Works  
**RE:** Industrial Drive Entrance Update

Listed below are several uses that is proposing for funds previously budgeted to improve the entrance to the Industrial Park.

Part 1: Park entrance sign – monument style, stone cladding

Budget: **\$27,850** (TID 9, I-41 Sign)

Estimated Cost: **\$60,000**. This estimate is based on an initial design for the sign. Staff is working with the sign company to lower the cost.

Part 2: Traffic Signal, Lighting and Signing Upgrades

**A. Traffic Signal cabinet relocation and traffic detection upgrade**

Budget: **\$171,169** (2016 Industrial Drive Resurfacing carryforward)

Total Estimated Cost: **\$146,411**

Signal cabinet with accessories. <i>Purchased for \$30,737</i>	\$30,737
We Energies Service Work	\$1,000
New conductor cabling:	\$0
Labor to install detection:	\$2,000
Labor to re-cable intersection:	\$2,000
New signal cabinet base & conduit hookup, removal of existing cabinet base:	\$8,000
Subtotal:	\$43,737
Engineering/Contingencies	10%
Cost Estimate:	\$48,111

**B. Street Lighting Upgrade: Bell Street to Castle Oak Drive: \$96,800**

LED Fixtures, fiberglass poles, bronze color, Remove 12 poles (23 heads) and Install 14 poles (28 heads). This would continue to be a We Energies system.

**C. Overhead Street Name Signing (Industrial/Bell): \$1,000**

**D. Street Name Signing with City Logo banner within the Industrial Park: \$500**

The street lighting work could be shortened to only include the section of Industrial Drive from Bell Street to Enterprise Drive. This would reduce the cost of that work by about \$33,500.

**Staff is requesting authorization to proceed with the street lighting portion of this work.**



Monument-style sign for industrial park entrance

Relocate traffic signal cabinet and service pedestal





Replace street lighting  
(Enterprise – Bell)  
\$63,345

Replace street lighting  
(Castle Oak – Enterprise)  
\$33,456

Replacement street lighting  
Shown in aluminum color.  
Proposed color is dark bronze.



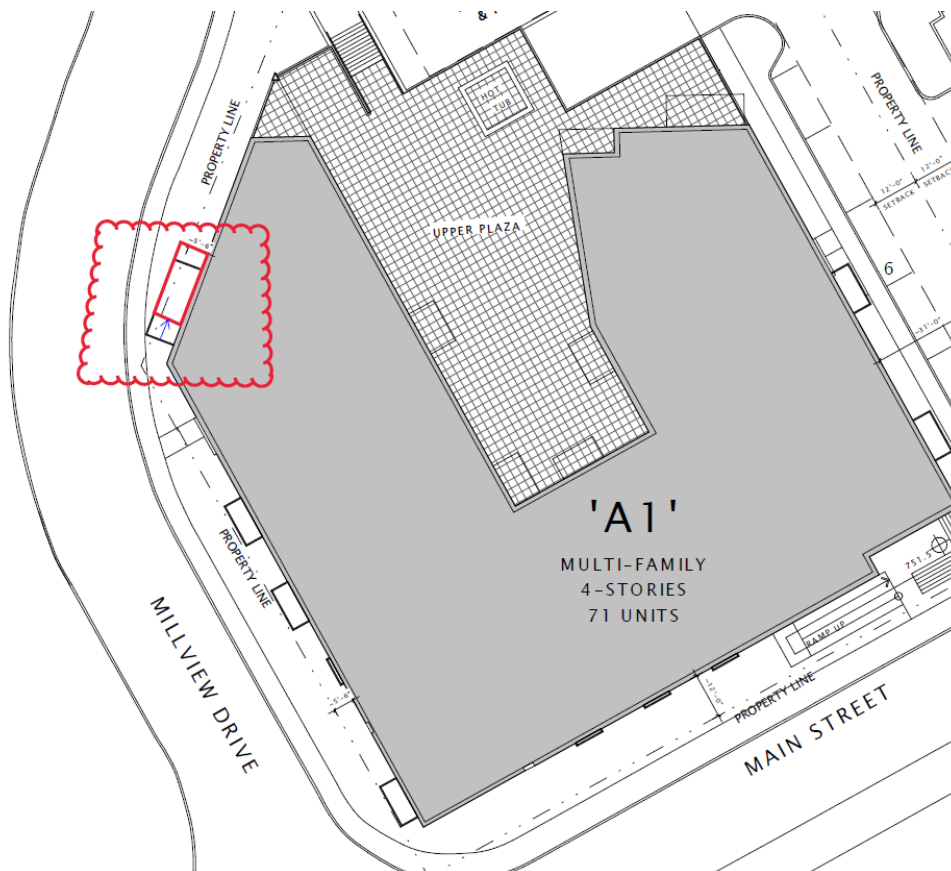


Department of Public Works  
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426  
Phone 920-886-6241 • e-mail: gkaiser@ci.neenah.wi.us  
GERRY KAISER, P.E.  
DIRECTOR OF PUBLIC WORKS

## MEMORANDUM

**DATE:** November 20, 2020  
**TO:** Mayor Kaufert, and Members of the Public Services and Safety Committee  
**FROM:** Gerry Kaiser, Director of Public Works  
**RE:** Revocable Occupancy Permits – 215 Main Street

The apartment project on Site 6 has a portion of balcony that overhangs the Millview Drive right-of-way. A revocable occupancy permit has been prepared for that encroachment. As shown in red below, the developer has relocated the balcony slightly to address staff concerns with proximity to the adjacent sidewalk that abuts Millview Drive.



Staff recommends Council approve the Revocable Occupancy Permit to Main Street Neenah, LLC, for an encroachment of their building at 245 Main Street into Millview Drive right-of-way.

**REVOCABLE  
OCCUPANCY PERMIT**

RE6035 90 Ch. 84 Wis. Stats.

**Document No.**

Exempt from fees: s 77.25(2r)

Occupant Name and Address: Main Street Neenah, LLC 215 Main Street Neenah, WI 54956 <b>10-0704-03-00, 10-0704-03-01</b>
Agency Name and Address: City of Neenah 211 Walnut Street Neenah, WI 54956
Highway: Millview Drive
County: Winnebago
City: Neenah

This space reserved for recording data.

Return to: City Attorney James Godlewski  
Neenah City Administration Building  
P.O. Box 426  
Neenah, WI 54957

Encroachment Location: That portion of Millview Drive described as being part of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 21, Township 20 North, Range 17 East, being part of the right-of-way for Millview Drive, City of Neenah, Winnebago County, Wisconsin, contained in the following:

That portion of Millview Drive right-of-way described as follows:

Commencing at the southwest corner of Lot 3, Certified Survey Map 6560, City of Neenah, Winnebago County, Wisconsin;  
Thence, North 29d 20' 10" West along the west line of said Lot 3, a distance of 153.54 feet, to the POINT OF BEGINNING;  
Thence, North 21d 45' 01" East continuing along the west line of said Lot 3, a distance of 40 feet;  
Thence North 68d 14' 59" West, a distance of 3 feet;  
Thence South 21d 45' 01" West, a distance of 40 feet;  
Thence South 68d 14' 59" East, a distance of 3 feet to the west line of said Lot 3 and the POINT OF BEGINNING.

Encroachment Description: Balcony. Said balcony is located approximately 2.5 feet within the right-of-way. Encroachment occupant is ground-lessee to property owned by the Neenah Community Development Authority.

The use and occupancy of Highway right of way under this permit is conditioned upon the Occupant's compliance with these provisions:

1. This permit only authorizes the described encroachment within the Highway right-of-way.
2. In the event that the Agency deems it necessary to revoke this permit on the basis of a need to accommodate highway or utility needs, the Agency reserves the right to give notice regarding the removal of the described encroachment. The Agency may terminate this permit upon sixty (60) days written notice to the Occupant. The Occupant shall remove the described encroachment maintained under this permit within the time specified in the notice.
3. Occupant is responsible for all maintenance of the encroachment.
4. Occupant is responsible for the repair of any damage to the encroachment.
5. Issuance of this permit shall not be construed as a waiver of the Occupant's obligation to comply with any more restrictive requirements imposed by local ordinance.
6. Traffic control required for installation or repair of the encroachment shall be done in compliance with the Federal Highway Administration's Manual on Uniform Traffic Control Devices.
7. Failure by the Occupant to comply with the provisions of this permit is cause for the Agency to terminate this permit and to require the Occupant to remove the encroachment.

Approved for the City of Neenah

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Dean Kaufert**

\_\_\_\_\_  
(Print or Type Name)

**Mayor**

\_\_\_\_\_  
(Title)

Attest

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Stephanie Cheslock**

\_\_\_\_\_  
(Print or Type Name)

**City Clerk**

\_\_\_\_\_  
(Title)

STATE OF WISCONSIN     )  
                                          ) ss.  
COUNTY OF WINNEBAGO   )

\_\_\_\_\_  
(Date)

On the above date, this instrument was acknowledged  
before me by the named person(s).

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)

Approved for Occupant

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

STATE OF WISCONSIN     )  
                                          ) ss.  
COUNTY OF WINNEBAGO   )

\_\_\_\_\_  
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(Date Commission Expires)



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

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## M E M O R A N D U M

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**DATE:** November 19, 2020  
**TO:** Mayor Kaufert and Members of the Public Services and Safety Committee  
**FROM:** Gerry Kaiser, Director of Public Works  
**RE:** Public Works General Activity

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- 1) Contract 1-20 (Abby, Bond, Center, Clybourn) - Work is complete. A final estimate is being prepared.
- 2) Contract 2-20 (Utilities - Van, Monroe) – Work is complete. A final estimate is being prepared.
- 3) Contract 3-20 (Street - Van, Monroe, Gillingham)
  - a) Gillingham, Van, Monroe, Cavalry – Work is complete.
  - b) Shootingstar – Work is on hold pending resolution of boundary issues. A CSM is being prepared.
- 4) Contract 4-20 (Green Bay, Tullar, Marathon) – Work is complete. The contractor has contacted us with a change order request about the contract's access provisions. Staff is reviewing the request.
- 5) Contract 6-20 (Millview Drive Utility Relocation) – Work is complete. A final estimate is being prepared.
- 6) Contract 9-20 (Misc. Asphalt Pavement Repairs) – Work has not been scheduled.
- 7) Contract 10-20 (Misc. Concrete Pavement and Sidewalk Repair) – Work is complete. A final estimate is being prepared.
- 8) Contract 11-20 (Street - Lakeshore) – Archaeology work is complete. Roadway and trail excavation and graveling are scheduled for completion by the end of November 20. Work under the contract will be halted at that point. City crews will place work zone signing, which will stay in place until the contractor re-mobilizes in spring. City crews are marking the utility structures so that they can be avoided during snow plowing.
- 9) Drop-off Site – We have had two incidents of damage to the fence at the site. Superintendent Radtke is working with Neenah Police on the matter.
- 10) TDS Telecom Project. – Street Excavation Permit submittals for the initial phases of this project are expected in the next couple of weeks. Information Systems Director Wenninger has arranged for a presentation on the project by TDS Telecom at the beginning of the December 2 meeting of the Common Council.
- 11) Harrison Street Pond – The City has received an extension on the \$150,000 grant for the pond. OMNNI Associates is completing the modeling for the storm water management plan for the pond. Stantec is working with WDNR on the proper disposal of excavated material, some of which is considered low hazard and some of which is petroleum contaminated. Plans and specifications are scheduled for completion in early December, after which the project will be submitted to WDNR for permitting. Bidding is scheduled for early January with work anticipated to start in February. In late November, the parking lot will be milled and that material will be used on the Arrowhead Park project for road base.