

**CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING
Tuesday, March 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 conference call. Committee members and the public should use the following call-in information:

Conference Telephone Number: [+1 \(786\) 535-3211](tel:+17865353211)

Then dial:

Access Code: 818-333-413 #

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 February 25, 2020 meeting, March 4, 2020 Special meeting and March 18, 2020 Special Meeting
2. Public Appearances
3. S. Commercial Street Revitalization Plan-Contract for Outside Services (Attachment)
4. Memo of Understanding for Abby Avenue Reconstruction (Attachment)
5. Licenses
 - a. Beverage Operator License (Attachment)
6. Public Works General Construction and Department Activity (Attachment)
7. 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, February 25, 2020 - 6:30 PM
Hauser Room - City Administration Building

Present: Alderpersons Bates, Lang, and Stevenson

Excused: Alderpersons Lendrum, and Spellman

Also Present: Mayor Kaufert, Director of Public Works Kaiser, Public Works, Director of Community Development and Assessment Haese, Police Chief Olson, Superintendent Radtke, Traffic Engineer Merten, Ald. Erickson, Jim Erickson, Ardythe Rasmussen, Dan McIntosh, Bette McIntosh, Rick Mosbacher, Beth Resch, Greg Derhaag, Cari Ullrich, Natalie Ullrich, Scott Springmier,

Minutes: Motion/Second/Carried Lang/Stevenson to approve the minutes of the February 11, 2020 Regular Meeting. All voting aye.

Public Appearances: None

Request for a Stop Sign for Whittier Drive & Kraft Street Intersection: Traffic Engineer Merten reviewed his memo of February 6, 2020, evaluating the 2-Way Stop warrant analysis for the intersection of Whittier Drive and Kraft Street, which was prepared in response to a request to replace the existing Yield signs on Kraft Street with Stop signs. He noted that the warrants are part of the controlled intersection policy and are based, in part, on the Manual on Uniform Traffic Control Devices. He stated that the School/Park Warrant may be met, depending on its interpretation. His recollection was that the warrant was intended for regional parks, which are high traffic generators than neighborhood parks and cause traffic that is more comparable to a school.

Ald. Erickson, 1402 Whittier Drive, addressed the Committee to express support for the change. She noted the three crashes that have occurred there since 2007. She stated that each of the cars involved in the crashes had to be towed because of the extent of damage. She also noted a near miss that occurred in January.

Joyce Argall, 1350 Whittier Drive, addressed the Committee to express support for the change. She described the crash that occurred in November 2019.

Chairman Bates noted that the initial Stop sign request, after the 2007 crash, also requested that the controls be moved from Kraft Street to Whittier Drive. Ald. Erickson noted that she was told that Whittier is the more major street of the two. Traffic Engineer Merten confirmed this.

Jim Erickson, 1402 Whittier Drive, addressed the Committee to express support for the change. He stated that the City can't just be concerned with statistics in these evaluations since they don't take into account the "almost" events. He expressed that the view of the people who see and use the intersection on a regular basis should carry more weight. He encouraged the City to be pro-active in addressing these.

Ald. Erickson addressed the Committee to state that residents Steve Terrien and Tim Peeters were unable to attend the meeting but also supported the change.

Traffic Engineer Merten described the rationale behind and application of the criteria and noted the frequency of these types of requests. He described how he applies the criteria.

Jim Erickson addressed the Committee to note the road configuration and difficulty in seeing traffic approach from the north. Traffic Engineer Merten noted that there are a couple of trees that could be trimmed to improve sight lines. Ald. Erickson noted that there was not consistency in the direction that vehicles were traveling in each of the three accidents.

Committee discussed the compliance with Yield signs versus Stop signs. Traffic Engineer Merten confirmed that the 2-Way Stop criteria would have been satisfied if the Schools/Parks warrant was met. Ald. Stevenson noted that vision clearance issues should be corrected regardless of any signing change.

REPORT

Following discussion, **Motion/Second/Carried Stevenson/Lang to recommend Council approve the installation of a Stop Sign at the Intersection of Whittier Drive and Kraft Street on a trial basis for one year and to direct staff to follow up with trees in the vision clearance area.** All voting aye.

Lakeshore Avenue Schedule: Director Kaiser reviewed the public input schedule for the Lakeshore Avenue project. He stated that the materials provided to the Committee would be available at the two open house-style public input sessions. He requested input from the Committee on the materials. Committee noted a discrepancy in the concept numbering between a two of the displays. Committee suggested that the dimensions shown on the cross-sections correlate directly with the dimensions listed on the display boards. Director Kaiser reviewed the creation of the abutting trail concept. He stated that it was a concept to use the same overall footprint as the on-street lane option but uses curbing to provide some physical separation between vehicle traffic and pedestrian traffic.

Dan McIntosh, 234 Lakeshore Avenue, provided the Committee with an email from Director Kaiser that included a table of the street cross-section for the on-street lane concept (attached). He noted a number of concerns with the other concepts including the ability to accommodate service vehicles without blocking traffic on the road.

Greg Dehaag, 260 Lakeshore Avenue, addressed the Committee to express a concern with the road width for the offset trail option, especially as it relates to backing a trailer into the driveway.

Rick Mosbacher, 256 Lakeshore Avenue, addressed the Committee to note a similar concern with the road width under the offset trail option. He also noted that people and service vehicles occasionally park on the street and the narrower road will cause them to block traffic. He expressed that the on-street lane option provides a more functional road.

Scott Springmier, 270 Lakeshore Avenue, addressed the Committee to express a similar concern with the functionality of the narrower road under the abutting trail and offset trail options.

Ardythe Rasmussen, 117 N. Park Avenue, addressed the Committee to state that her measurement of the Riverside Park roadway width was 14 feet and stated that this was insufficient to have vehicles pass. Director Kaiser stated that the Riverside Park road was designed to be 17 feet wide from back of curb to back of curb. He noted that staff had placed two vehicles, a full size pick up and a car, side-by-side on the road without issue.

Dan McIntosh addressed the committee to express a concern with using the Riverside Park roadway as a comparable since Lakeshore Avenue isn't in a park. He also expressed concern with the paper form of the survey and the potential lack of control on the number of times that people can vote. Traffic Engineer Merten stated that the data from the paper survey entries can be segregated from the on-line surveys. Mr. McIntosh provided the Committee with other written comments (attached).

Beth Resch, 256 Lakeshore Avenue, addressed the Committee to express concern that the option renderings displayed the project at its widest and most open point. She noted that there were no renderings of the Wisconsin Avenue end of the project or the Kimberly Point Park end. Committee discussed the trail connection to Kimberly Point Park.

Committee discussed the survey collection. They noted that it is intended to be another piece of information about the proposals, not winner take all vote.

Ald. Erickson addressed the Committee to ask if the tree types impacted were known. Director Kaiser stated that inventories from Parks Superintendent Fink and R.A. Smith National were correlated to the topographic survey prepared by OMNNI Associates to determine the trees that were impacted.

Fourth Quarter Statistics for Neenah Police Department: Committee discussed the fourth quarter statistics. Chief Olson noted that some of the data trends are affected by the way that the new records management system codes calls. He stated that the department's data analyst will review the coding of past data to bring it into consistency with the current coding.

Chief Olson noted trends in firearms offenses and drug seizures. He noted prostitution offenses and described the manner in which the department works with human services organizations to assist the women involved. He noted causes and impact of gang activity in the area.

Following discussion, **Motion/Second/Carried Stevenson/Lang to accept and place on file the Fourth Quarter Statistics for the Neenah Police Department.** All voting aye.

Final Resolution No. 2020-05: Sanitary Sewer Installation Construction (Abby Avenue, Bond Street, Center Street, Clybourn Street, Monroe Street, and Van Street)

Following discussion, **Motion/Second/Carried Stevenson/Lang to recommend Council adopt Final Resolution No. 2020-05 for installation of sanitary sewer laterals for properties served by sanitary sewers on Abby Avenue, Bond Street, Center Street, Clybourn Street, Monroe Street and Van Street.** All voting aye.

County/Municipal Agreement with Winnebago County regarding CB/JJ Roundabout: Director Kaiser reviewed the agreement terms. He noted that the agreement calls for splitting the cost of design and construction. Winnebago County would cover the cost of the right-of-way acquisition. The estimated City share of the project cost is \$999,000. He noted that the project is included in the 2021 TID 11 capital improvement program at a budget estimate of \$1,200,000. He reviewed other terms and conditions of the agreement. He noted that the City will have ongoing responsibility for street lighting costs and pedestrian facility maintenance. He noted that design will be done in 2020, real estate in 2021 and construction on 2022.

Committee discussed the project timetable and the possible impact on the capital improvement budget. Director Kaiser confirmed that the Town of Neenah was not a project participant since the roads involved are not under their jurisdiction.

REPORT

Following discussion, **Motion/Second/Carried Lang/Stevenson to recommend Council approve the County/Municipal Agreement with Winnebago County for the design and construction of a roundabout at the CTH CB/CTH JJ intersection and authorize the Director of Public Works to sign the agreement.** All voting aye.

Licenses:

Beverage Operator License Application:

C.A.

Following discussion, **Motion/Second/Carried Stevenson/Lang to recommend Council approve beverage operator license applications for Ruben Hernandez, Steven Konrad, Lashia Lee.** All voting aye

Temporary Class "B" (Picnic) Beer License Application, Future Neenah, Inc.

The Committee reviewed the request for a temporary Class "B" (picnic) beer license application from Future Neenah, Inc. for their Summer Kick Off: Bike to Boogie to be held on June 10, 2020. Mayor Kaufert noted that he would be interested in exploring a requirement to have non-alcoholic beer at these events.

Following discussion, **Motion/Second/Carried Lang/Stevenson to recommend Council grant a temporary Class "B" (picnic) beer license to Future Neenah, Inc., for their Summer Kick Off: Bike to Boogie to be held at 200 W Wisconsin Avenue on June 10, 2020.** All voting aye. *(Council action on this license will be deferred until the Special Event Agreement is processed.)*

Retail Liquor/Beer Application

Committee reviewed the Class B retail liquor/beer license application for Little Siam, LLC. Chairman Bates stated that the Liquor License Review Subcommittee had recommended approval of the application. She noted that the subcommittee had discussed the transfer of this license with previous owners. It was stated that the new license will have the same operating premise and approvals as those that have existed previously.

C.A.

Following discussion, **Motion/Second/Carried Stevenson/Lang to recommend that Council approve the Class B retail liquor/beer license application for Little Siam, LLC, 208 W Wisconsin Avenue, Thong Vue, agent.** All voting aye.

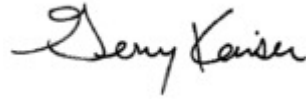
Public Works General Construction and Department Activity:

- 1) Contract 1-19 (Caroline, Stevens, Fifth) – Work is complete. A final estimate is being prepared.
- 2) Contract 2-19 (Stanley Ct, Stanley St, Thomas) – Work is complete. A final estimate is being prepared.
- 3) Contract 7-19 (Breezewood Sanitary Sewer) – The sanitary sewer interceptor has been installed from Breezewood Lane to a point approximately 2,300 feet north. When weather improves later this year, the work in Breezewood Lane will be done. We tentatively expect that to happen in early to mid March.
- 4) Contract 1-20 (Abby, Bond, Center, Clybourn) – Bids will go to the Board of Public Works on 2/25 with award anticipated at the 3/4 Council meeting. A pre-construction meeting is scheduled for 2/25. A memorandum of understanding with the City of Menasha is being finalized and will be brought to a future Committee meeting.
- 5) Contract 2-20 (Utilities - Van, Monroe) – Bid opening is scheduled for 2/27.
- 6) Contract 3-20 (Street - Van, Monroe, Gillingham, Shootingstar, Armstrong) – Bid opening is scheduled for 2/27. Work on Shootingstar and Armstrong is being bid as an alternate to the base bid.
- 7) Contract 4-20 (Green Bay, Tullar) – Design work is ongoing. Green Bay Road has been submitted for Municipal Street Improvement Program – Discretionary funding. We should learn the outcome of that application in March. If our application is successful, this would provide funding for up to 50% of eligible project costs.
- 8) Contract 5-20 (Utilities - Lakeshore) – Bid opening is scheduled for 3/11.
- 9) Contract 6-20 (Street - Lakeshore) – Work is on-hold pending the design decision.
- 10) Contract 7-20 (Fire 32 Apparatus Bay Roof) – Specifications are being prepared. A bid date has not been set.
- 11) Contract 8-20 (Epoxy Pavement Marking) – Plans are being prepared. Committee suggested including the markings on the Breezewood Interchange.
- 12) Contract 9-20 (Millview Drive Utility Relocations) – Storm sewer and sanitary sewer relocation plans are being prepared. Work is being done in preparation for development on Site 6. Committee inquired as to the status of the Millview warehouse site. Mayor Kaufert stated that there was no update.
- 13) Courtney Court – Work is complete for the winter. The topcoat of asphalt will be placed later this year.
- 14) Drop-off Site – Opening is scheduled for 3/2. There will be some work remaining on the new layout, so we will be in a transition period for about two months, weather dependent.

Announcements/Future Agenda Items: None

Motion/Second/Carried Lang/Stevenson to adjourn at 8:40 p.m. All voting aye.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gerry Kaiser". The signature is fluid and cursive, with the first name "Gerry" and last name "Kaiser" clearly distinguishable.

Gerry Kaiser, PE
Director of Public Works

CITY OF NEENAH
SPECIAL PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Wednesday, March 4, 2020 - 6:00 PM
Hauser Room - City Administration Building

Present: Alderpersons Bates, Lendrum, Spellman, and Stevenson

Excused: Alderperson Lang

Also Present: Director of Public Works Kaiser, Director of Parks and Recreation Kading, Police Chief Olson, Assistant Police Chief Bernice. Ald. Boyette

Public Appearances: None

Arrowhead Park Phase 1A Revised: Shoreline/Aquatic Habitat Restoration: Director Kading reviewed his February 27, 2020, memo regarding the selection of Stantec for professional services related to shoreline and aquatic habitat restoration at Arrowhead Park. He noted that these services are intended to take plans from the 70% design level to final design, permitting and bidding. Committee confirmed that the scope of services is for the re-scoped project to stay within the budgeted \$1.4 million for Arrowhead Park. Director Kading reviewed the overall project budget summary. Director Kading reviewed the process for receiving the proposal from Stantec. He noted that this work will be a continuation of Stantec's work on this phase of the project. Director Kading noted that construction services are not part of the requested services.

REPORT

Following discussion, **Motion/Second/Carried Stevenson/Spellman to recommend to Council the agreement with Stantec to complete final design and engineering for the Aquatic Habitat Restoration work to be completed at Arrowhead Park in the amount of \$27,700.** All voting aye.

Arrowhead Park Phase 1A Revised: Carriage Road/Trail Base – Engineering Services Agreement: Director Kading reviewed his February 27, 2020, memo regarding the selection of SEH for professional services for carriage road/trail base and drainage work at Arrowhead Park. He noted that these services are intended to take plans from the 70% design level to final design, permitting and bidding. Committee discussed past work done by SEH on the project.

REPORT

Following discussion, **Motion/Second/Carried Stevenson/Spellman to recommend to Council the agreement with SEH to complete final design and engineering for the carriage road/trail base and drainage work at Arrowhead Park in the amount of \$28,000.** All voting aye.

Mutual Aid Agreement from the City of Milwaukee to the Neenah Police Department for law enforcement services during the Democratic National Convention, July 2020: City Attorney Godlewski reviewed the memo of February 28, 2020, regarding a mutual aid agreement with the Milwaukee Police Department for assistance during the Democratic National Convention from July 13-16, 2020. He noted that the agreement was recommended by CVMIC as compliant with the mutual aid statute, Wis. Stat. §66.0313. He noted that Milwaukee will be

responsible for reimbursing wage and benefit costs of the responding agency. Chief Olson noted that two officers will be sent. He stated that the officers to be sent will be investigators or non-patrol officers so that patrol overtime is not incurred. He described the duties that the officers could be performing. He stated that at least one of the armored vehicles in Winnebago County will remain. He noted that the host community will be providing lodging for the officers. He stated that if Winnebago County decides not to send officers, the Neenah Police Department will reevaluate its participation. City Attorney Godlewski confirmed that the Neenah officers would be treated as if City of Milwaukee employees for purposes of indemnification.

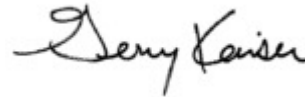
REPORT

Following discussion, **Motion/Second/Carried Spellman/Stevenson to recommend that Council approve the Mutual Aid Agreement between the Milwaukee Police Department and the Neenah Police Department for law enforcement services during the Democratic National Convention in Milwaukee, July 2020.** All voting aye.

Announcements/Future Agenda Items: None

Motion/Second/Carried Stevenson/Spellman to adjourn at 6:25 p.m. All voting aye.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gerry Kaiser".

Gerry Kaiser, PE
Director of Public Works

CITY OF NEENAH
SPECIAL PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Wednesday, March 18, 2020 - 6:30 PM
Council Chambers - City Administration Building

Present: Alderpersons Bates, Lang, Lendrum, and Stevenson

Excused: Alderpersons Spellman

Also Present: Mayor Kaufert, Director of Public Works Kaiser, Ald. Erickson, Ald. Steele, City Attorney Godlewski, Assistant City Attorney Vanden Heuvel, City Clerk Sturn, Deputy Director of Community Development and Assessment Schmidt

Public Appearances: None

Licenses:

Beverage Operator License Application:

C.A.

Following discussion, **Motion/Second/Carried Lendrum/Lang to recommend Council approve beverage operator license applications for Thomas Almendarez, Sean Duncan, Ann Garcia, Nicholas Leak, Josh Mattfeld, Ginger Smith and Pheng Vue.** All voting aye

Temporary Class "B" (Art After Dark) Fermented Malt Liquor License Application-Bergstrom Mahler Museum: The Committee reviewed the request for a temporary Class "B" (picnic) Fermented Malt Liquor license application from Bergstrom Mahler Museum, Inc. for their Art After Dark to be held on April 30, 2020. Clerk Sturn confirmed that these types of licenses are not limited.

C.A.

Following discussion, **Motion/Second/Carried Lendrum/Stevenson to recommend Council grant a temporary Class "B" (picnic) Fermented Malt Liquor license to Bergstrom Mahler Museum, for their Art After Dark to held at 165 N Park Ave., Neenah WI on April 30, 2020.**

Temporary Class "B" (Arts Festival-Songs on the Lawn) Fermented Malt Liquor License Application-Bergstrom Mahler Museum: The Committee reviewed the request for a temporary Class "B" (picnic) Fermented Malt Liquor license and Wine application from Bergstrom Mahler Museum, Inc. for their Arts Festival-Songs on the Lawn to be held on July 19, 2020. Clerk Sturn confirmed that two of these types of licenses are allowed during the year.

C.A.

Following discussion, **Motion/Second/Carried Lendrum/Lang to recommend Council grant a temporary Class "B" (picnic) Fermented Malt Liquor and Wine license to Bergstrom Mahler Museum, for their Arts Festival-Songs on the Lawn, to be held at 165 N Park Ave., Neenah WI on July 19. 2020.**

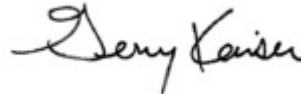
Change of Agent/Trade Name, Ultra Food Market/Kroeger-Pick 'n Save #412: Committee reviewed the change of agent application. Clerk Sturn noted that only the new agent's name is listed on the application.

C.A.

Following discussion, **Motion/Second/Carried Lendrum/Lang to recommend Council approve Change of Agent/Trade Name-Ultra Food Market/Kroeger Pick 'n Save #412, Meghan Turner, agent.** All voting aye

Adjournment: **Motion/Second/Carried Stevenson/Lang to adjourn at 6:40 p.m.** All voting aye.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gerry Kaiser". The signature is fluid and cursive, with the first name "Gerry" and last name "Kaiser" clearly distinguishable.

Gerry Kaiser, PE
Director of Public Works



M E M O R A N D U M

DATE: March 18, 2020
TO: Chairperson Bates and Members of the Public Services and Safety Committee
FROM: Brad Schmidt, Deputy Director
RE: S. Commercial Street Revitalization Plan – Contract for Outside Services

The Community Development Department is in the process of developing a plan to revitalize S. Commercial Street between State Street to the north and Alcott Street to the south. The purpose of the plan is to provide policy recommendations and action items aimed at improving the aesthetics of the corridor, encouraging private investment, and implementing ideas to brand and market the corridor.

To-date the Department has collected and analyzed a significant amount of data within the corridor including demographic and economic data, crime statistics, an existing conditions report, and other various data to help understand the corridor. In addition, several public input opportunities have occurred including a public survey which over 700 people have responded to, a visual preference survey conducted during Bazaar After Dark, and a business survey.

The next steps in the planning process require the development of a shared vision of the corridor. The vision includes policy recommendations and action items, but also includes visual elements which City Staff does not have the capability of producing in-house. The proposed contract with Neighborhood Planners, LLC includes the creation of a S. Commercial Street streetscape graphic recommendation, up to two redevelopment site concept renderings, façade improvement renderings, and overall completion of the S. Commercial Street Revitalization Plan.

Recommendation

The appropriate action is to recommend Common Council approve a contract for outside services with Neighborhood Planners, LLC in the amount not to exceed \$15,000.

South Commercial Street Corridor Plan

The S. Commercial Street Business Corridor is the southern entrance into the City and has experienced modest investment in recent years. However, according to the City's Comprehensive Plan (updated 2017), the district struggles to sustain core businesses and faces the "challenge of maintaining a strong neighborhood retail shopping and dining experience." Key Issues Include:

- Bicycle and pedestrian safety
- Walkability
- Intersection safety
- Economic vitality
- Design standards
- Façade and site improvements
- Blight/environmental contamination
- District Identity

Since 2017, the area has attracted investments, including a new microbrewery, a makerspace, and several other new businesses. In addition, since 2017, the City has acquired and demolished 3 blighted buildings within the corridor. The City would like to develop a more detailed vision for the corridor's future, including priority redevelopment sites and opportunities, landscape treatments, branding elements, façade improvements, and placemaking opportunities. The concepts identified in the study can help inform future planning and design efforts for South Commercial Street prior to its reconstruction, which may occur as early as 2024.

South Commercial Street Proposal

Deliverables

- An overall corridor graphic in plan view including streetscape and two intersection treatments (Cecil St & Peckham St);
- Renderings of up to two (2) redevelopment opportunities;
- Identification of façade enhancement opportunities;
- Identification of wayfinding and branding opportunities;
- General land use plan;
- Neighborhood level zoning recommendations;
- District financing strategies (BIDS etc.)
- Placemaking/branding recommendations;
- Mobility and parking recommendations (shared lots, access management)
- Implementation strategies

Project Approach

Andrew Dane, Neighborhood Planners, will serve as the Project Manager and Planner responsible for leading stakeholder engagement and final document preparation. Neighborhood Planners will subcontract with RDG for urban design services. Our team has completed similar assignments together and have jointly prepared this proposal for the City of Neenah. We will work closely with the City to maximize use of existing data and Information which has already been Identified for the study area.

Task One: Project Kick Off

We will initiate the project with a kick off meeting. Prior to the meeting our team will prepare a digital base map of the study area to facilitate in-person discussion of challenges and opportunities within the corridor. In consultation with City staff Project Manager, Andrew Dane will prepare an agenda for the Kick Off meeting.

1.1 Project Kick Off Meeting with Staff

- Introductions
- Project expectations from staff
- Finalize stakeholder engagement plan. The City will Identify and coordinate communications with a stakeholder steering committee, which will meet twice during the planning period to provide Input and direction of plan concepts and recommendations.
- Discuss schedule and key milestones, including project coordination meetings
- Review and discuss City's relevant street, parking, landscape, and site design requirements
- Review and discuss key findings from prior studies
- Site tour (may not occur on same day as kick off meeting).

Task 1 Deliverables:

- Written stakeholder engagement plan
- Updated schedule
- Site tour written summary annotated to project site map

Task Two: Existing Conditions Summary

Using the data already compiled by the City, as well as observations from the site tour, Neighborhood Planners will prepare an Issues and Opportunities Graphic Illustrating existing physical, land use, circulation, market, and community conditions. This annotated diagram will succinctly summarize the City's prior analysis (<https://www.ci.neenah.wi.us/scommercialstreetplan/>), establishing a shared framework of understanding around the key issues and opportunities impacting the study area prior to moving on to the conceptual design phase. If more data is needed in the form of demographic data or other data that is easily obtainable by the City, Staff at the City will collect and disseminate this data to Neighborhood Planners.

2.1 Prepare and present Analysis Diagram to City

2.2 Finalize Analysis Diagram based on input from City

2.3 Prepare written Existing Conditions Report Incorporating key findings from previous tasks as well as key results of previously completed Visual Preference Survey and other relevant studies.

Task 2 Deliverables:

The report will include the following analysis diagrams:

- Physical conditions/setting
- Existing and proposed connectivity
- Redevelopment opportunities

Task Three: Stakeholder Meetings

Andrew Dane will meet with stakeholder(s) to review and discuss the results of the previous task. The purpose of the meetings will be to identify stakeholder priorities prior to generating conceptual plan alternatives. The meetings may include individual stakeholders or a stakeholder advisory group identified by the City. We will solicit input related to transportation needs, unique attributes of the corridor, infill and redevelopment opportunities.

3.1 Stakeholder Meeting No. 1 led by Neighborhood Planners to review and discuss existing conditions analysis results

3.2 Meeting with City staff to identify and discuss conceptual design assumptions prior to Initiating Task 4

3.3 Stakeholder Meeting No. 2 to review, discuss, and provide feedback on results of Task 4

Task 3 Deliverables:

- Stakeholder meeting summaries
- Conceptual design assumptions

Task Four: Conceptual Plan Alternatives

RDG staff, with input from Neighborhood Planners and City staff, will prepare up to three (3) concept alternatives for the South Commercial Street corridor between Cecil St. and Alcott Dr.

4.1 Prepare draft concept alternatives (up to three) and present to staff and stakeholders.

4.2 Finalize alternatives based on input from stakeholders and City staff during previous task.

4.3 Coordinate with City staff to present concept alternatives at the June/July Bizarre After Dark event along South Commercial Street in Neenah.

4.4 Meeting with City staff and stakeholders to review, discuss, and provide direction on preferred concept alternative. Feedback may also include other events or presentations (for example, gathering

input from neighborhood residents, presentation to city boards/commissions, displays in City Hall, library, corridor businesses, on-line, etc..)

4.5 Prepare preferred concept alternative.

Task 4 Deliverables:

- Draft and final concept alternatives
- Preferred concept alternative

Task Five: Prepare Corridor Plan

This task begins with a review and discussion of the results of task four including any additional input the City has received. Our team will also facilitate a meeting with City staff and the stakeholder group(s) to identify final plan recommendations. The process for completing this task includes:

5.1 Finalize outline of Corridor Plan with input from City staff

5.2 Prepare and present draft Corridor Plan to City staff and stakeholders

5.3. Finalize draft Plan based on input from City staff and stakeholders

5.4 Present draft Plan to Plan Commission/City Council

5.5 Finalize Plan based on any additional input received from prior two tasks

Task 5 Deliverables:

- Plans, sketches, PowerPoint presentations and related documents
- Final colored corridor plan graphic
- Final Concept photo boards
- Final renderings to illustrate proposed redevelopment opportunities (up to 2)
- Final South Commercial Street Corridor Plan (PDF format) including final concepts described above as well as redevelopment opportunities; bicycle, pedestrian and parking recommendations; landscape treatments; branding concepts; zoning; district financing; and implementation strategies. All copies will be provided in digital form only.

Budget (\$15,000)

Neighborhood Planners will team with RDG, an award-winning urban design firm, on this assignment. Fees are Inclusive of all expenses Including personnel, travel, and overhead.

Task 1: \$1,000

Task 2: \$2,000

Task 3: \$1,000

Task 4: \$6,000

Task 5: \$5,000

Timeline

Task 1: March 5th 2020

Task 2: March

Task 3: March, May

Task 4: April, May

Bazarre After Dark - June

Task 5: August

Agreement for Professional Services

This agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **South Commercial Street Corridor Plan**

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The following Conditions of the Agreement for Professional Services shall apply to all work performed by Consultant on behalf of Client.

Conditions of Agreement:

1) EFFECTIVE DATE

- a. This Agreement for Professional Services is effective as of **March 2, 2020** between **City of Neenah, Wisconsin** ("Client") and Neighborhood Planners LLC ("Consultant").

2) GOVERNANCE

- a. This Agreement shall be governed by the laws of the State of Wisconsin, in which the professional services are provided.
- b. In performance of the Services, Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards.
- c. Consultant shall procure the permits, certificates, and licenses necessary to perform the Services. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to consultant.

3) SCOPE OF SERVICES

- a. Consultant shall provide the Services described in Attachment '**Sub Area Planning Scope of Work_Neenah_3.2.20**)

4) SCHEDULE

- a. Consultant shall provide the Services pursuant to the Schedule set in the Scope of Services:

5) COMPENSATION

- a. Fee.
 1. In consideration of the Services to be rendered hereunder, the Client shall pay Consultant a not-to-exceed lump sum amount of **\$15,000** including expenses
- b. Expenses
 1. Consultant shall be entitled to reimbursement for all pre-approved expenses bulleted below and reasonably incurred in the performance of the Services.
 - NONE

c. Payment.

1. The Consultant shall submit to the Client a monthly invoice detailing the Services performed during the preceding month and the amount due. All such invoices shall be due and payable within 45 calendar days after receipt thereof by the Client.

d. Costs

1. Consultant shall not be responsible for the following costs:
 - Mailing, postage, notice, filing fees, or other administrative costs not clearly identified in this Agreement.

6) INDEMNIFICATION

- a. Consultant shall indemnify and hold harmless Client.
- b. To the fullest extent permitted by law, and without limiting the generality of the foregoing, this indemnification obligation shall extend to and include any actions brought by, or in the name of, any employee of Consultant or others for whom the Consultant is legally liable.
- c. The terms and conditions of this Article shall survive completion of all Services, obligations, and duties provided for in this Agreement, or the termination of this Agreement for any reason.

7) INSURANCE

- a. Consultant shall maintain at its sole expense liability insurance covering the performance of the Services by Consultant. Such insurance coverage shall have limits and terms reasonably satisfactory to Client, and Client may require Consultant to provide to Client a certificate of insurance evidencing such coverage.

8) INDEPENDENT CONTRACTOR

- a. The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Client. The Consultant shall have no right to receive any employee benefits provided by the Client to its employees. Consultant agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the Client in respect of any obligation that may be imposed on the Client to pay any such taxes or resulting from Consultant's being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the Client as its agent or to make commitments on behalf of the Client.

9) CLIENT RESPONSIBILITIES

- a. Client shall perform the following in a timely manner so as not to delay the Services of the Consultant:
 1. Provide criteria and information pertinent to Consultant's Services and Client's requirements for the Project.
 2. Give prompt notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's Services.

10) DISPUTE RESOLUTION

- a. In the event of a dispute between client and Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.
- b. Any dispute not settled through mediation shall be settled through litigation in the state where the project at issue is located.

11) INTELLECTUAL PROPERTY

- a. All documents, including reports, drawings, calculations, computer software or hardware or other work product prepared by the Consultant in accordance with this Agreement are Consultant's Instruments of Service and Consultant retains full ownership interests in Instruments of Service, including all available copyrights. Consultant acknowledges that the Client is a governmental agency and is subject to Wisconsin Open Records laws permitting copies of all transactions.
- b. Consultant shall retain its proprietary information including without limitation its analytical methods, techniques, skills, knowledge, ideas, concepts, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of the Agreement and the same shall not be deemed to be work product or work for hire and the Consultant shall not be restricted in any way with respect thereto.

12) TERMINATION AND SUSPENSION

- a. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- b. This Agreement may be terminated by either party upon thirty days written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
- c. In the event of termination by the Client prior to the scheduled completion date, Consultant shall be compensated for services performed prior to termination date, including charges for labor, expenses, and equipment costs due.

13) NOTICES.

- a. Any notices required by this Agreement shall be made in writing to the address(es) specified below:

NEIGHBORHOOD PLANNERS LLC
602 N LAWE ST
APPLETON, WI, 54911
andrew@neighborhoodplanners.org
(920) 585-3593

14) FORCE MAJEURE

- a. Neither Client nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather

conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Client or Consultant under this Agreement.

- b. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party, describing the circumstances preventing continued performance and the efforts being made to resume performance.

15) RECORDS

- a. Consultant's records pertaining to compensation and payments under this Agreement shall be kept in accordance with generally accepted accounting principles. Such records shall be subject to audit by Client, during normal business hours at Consultant's place of business, or Consultant shall provide a copy of same to Client at Client's expense. Consultant shall not dispose of the originals of such records for a minimum of 3 years from final payment.

16) WAIVER

- a. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

17) ADDITIONAL SERVICES

- a. Additional services shall be billed in accordance with agreed upon rates as defined in future contract amendments. Contract amendments shall clearly define additional scope of services, schedule, and cost basis.

18) OTHER

- a. Other Terms and Conditions: **NONE**

CONSULTANT

CLIENT

By: Andrew Dane
Andrew Dane

By: _____

Title: President, Neighborhood Planners LLC

Title: _____



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

M E M O R A N D U M

DATE: March 19, 2020
TO: Mayor Kaufert, and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: Abby Avenue Reconstruction MOU

The cities of Neenah and Menasha are working toward reconstructing Abby Avenue. The project entails reconstruction of the sanitary sewer, storm sewer, Neenah water main, and the street. Attached is an Intermunicipal Agreement for this project. Neenah will design and administer the project and will bill Menasha periodically based on actual costs.

The agreement approaches the project cost differently depending on the type of work. The detail is in Exhibit B of the agreement but generally follows this outline:

- Street: 50/50 cost share
- Sanitary Sewer: 50/50 cost share
- Water main: All Neenah cost. Menasha Utilities has its own water main on the north side of the street serving Menasha residents only. That main is not being replaced.
- Storm Sewer: Cost share varies depending on the section of main being replaced and the drainage area served by that section of main. The pipe sizing is primarily dictated by the areas in Neenah draining to the pipe. Using a baseline pipe size of 12", the Neenah share is 50% of the cost of a 12-inch pipe plus 100% of the cost difference between the 12-inch pipe and the larger pipe size.

The only other provision that is different from other similar types of agreements is contained in paragraph 4h and relates to the Neenah contribution toward replacing and upsizing a section of storm sewer in Menasha that is downstream from Abby Avenue. Per standard design practice, as part of the design, city engineering staff analyzed the size of the storm main in Abby Avenue. It was determined that the current main was undersized. The Abby Avenue main leads to a storm main in Matthewson Street that is also undersized. The provision recognizes that the bulk of the storm water running through the Matthewson main is due to Neenah drainage.

The Menasha Board of Public Works reviewed this MOU at their meeting on Monday, March 16, and recommended Council approval.

Staff recommends that Council authorize the appropriate city officials to sign the Intermunicipal Agreement for the Abby Avenue Reconstruction project.

ABBY AVENUE RECONSTRUCTION
INTERMUNICIPAL AGREEMENT
CITY OF MENASHA - CITY OF NEENAH

THIS AGREEMENT entered into under Wis. Stat., § 66.0301 between the City of Menasha, a Wisconsin Municipal Corporation, located in Winnebago County, State Wisconsin, hereafter called “Menasha”; and the City of Neenah, a Wisconsin Municipal Corporation, located in Winnebago County, State of Wisconsin, hereafter called “Neenah”.

Recitals

WHEREAS, Menasha and Neenah hereby agree to reconstruct Abby Avenue in 2020;
and

WHEREAS, the Abby Avenue reconstruction will consist of road resurfacing with curb/gutter repairs and bituminous pavement (the “ROAD WORK”); and

WHEREAS, the north half of Abby Avenue is located within Menasha and the south half is located within Neenah (see Exhibit A); and

WHEREAS, Menasha and Neenah wish to take the opportunity of the Road Work to replace sanitary sewer, water and storm water facilities under the road (UTILITY WORK); and

WHEREAS, Menasha and Neenah have negotiated an arrangement whereby Neenah will be responsible for planning, designing, and bidding the Work, and the parties will share costs of the Road Work and Utility Work as set forth below.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, and for other good and valuable consideration the receipt of which is acknowledged, the parties hereby agree as follows:

1. Neenah shall be solely responsible for contracting for the Road Work and Utility Work. This includes, but is not limited to, preparing all engineering plans necessary to design the Road Work and Utility Work, preparing all contract documents necessary to solicit bids, and bidding for the Road Work and Utility Work. The parties will share in the costs of these activities as set forth in Paragraph 4.
2. Menasha shall review contract documents prior to bid solicitation.
3. Neenah shall be responsible for paying all contractors performing the Road Work and Utility Work. Neenah shall invoice Menasha on a periodic basis for the Menasha’s share of the costs of the Road Work and Utility Work as set forth in Paragraph 4. The invoices shall only require payment for that portion of the Work in place at the time the invoice is submitted. Menasha shall pay invoices within 30 days of their receipt.

4. The parties agree to share all costs in the following manner:
 - a. Design and Construction Services: The cost share for the Road Work and Utility Work shall be based on the locations of or owner of the facility as outlined in Exhibit B.
 - b. Curb & Gutter, Sidewalk and Apron installation costs shall accrue to the jurisdiction of the abutting lot.
 - c. Storm Sewer Lateral installation costs shall accrue to the jurisdiction of the lot being served.
 - d. Sanitary Sewer Lateral replacement is required for all properties served by the sanitary sewer main. Lateral replacement costs shall accrue to the jurisdiction of the lot being served.
 - e. Neenah shall review and recommend action on change orders related to the Road Work in consultation with Menasha. The decision of Neenah shall be final. Neenah shall notify Menasha of said actions.
 - f. Neenah shall review and recommend action on change orders related to the Utility Work in consultation with Menasha. The decision of Neenah shall be final. Neenah shall notify Menasha of said actions.
 - g. The parties agree that the final invoice submitted to Menasha shall include an administrative charge equal to 10% of Menasha's total cost share.
 - h. The parties agree that Neenah will pay to Menasha a portion of the cost to replace the 18-inch storm sewer running from Menasha MHA-4 (Neenah MH#21-393, located at the Abby Avenue/Matthewson Street intersection) to Menasha MHA-1 (located at the Matthewson Street/Madison Street intersection). The Neenah payment will be in the form of a deduct to billings for the Abby Avenue project. The amount shall be calculated using the cost share outlined in Exhibit B for 24-inch Storm Sewer Main. With a storm sewer main length of 435 feet, this results in a Neenah payment of \$18,490:
5. To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, and their respective elected officials, officers, employees, insurers and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, (together "Claim") arising out of or resulting from or in connection with the performance of the Work, provided that either party's obligation under this section applies only to the extent of its fault, negligence, or willful acts. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution that would otherwise exist.
6. Prior to starting the Work, Neenah shall obtain insurance from the contractor performing the Work as follows:

• Worker's Compensation:	Statutory Limits
• Employer's Liability:	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

- Comprehensive Auto Liability Each Occurrence \$500,000
 Comprehensive Auto Liability insurance required under this paragraph shall be written on an "any auto" or Symbol 1 basis.
- Umbrella Coverage \$2,000,000
- Commercial General Liability
 - Each Occurrence Limit \$1,000,000
 - Personal/Advertising Injury Limit \$1,000,000
 - Products/Completed Operations Aggregate Limit \$2,000,000
 - Per Project General Aggregate Limit \$2,000,000

All insurance coverages shall be on a primary and non-contributing basis. In addition, a certificate of insurance shall be issued naming Neenah and Menasha as additional insureds on the contractor's policy.

7. This Agreement represents the entire integrated agreement between the parties. This Agreement may only be amended by the written agreement of both parties

8. Notices under this agreement shall be sent to the following addressees:

If to the City of Menasha:
 City Clerk
 City of Menasha
 100 Main Street, Suite 200
 Menasha, WI 54952

If to the City of Neenah:
 City Clerk
 City of Neenah
 211 Walnut Street
 Neenah, WI 54956

Dated this _____ of _____, 2020.

CITY OF MENASHA

By: _____
Mayor

Attest: _____
City Clerk

I hereby certify that the necessary funds have
been provided to pay for the liability incurred
by the City of Menasha on the within contract.

By: _____
Director of Finance

Approved as to form:

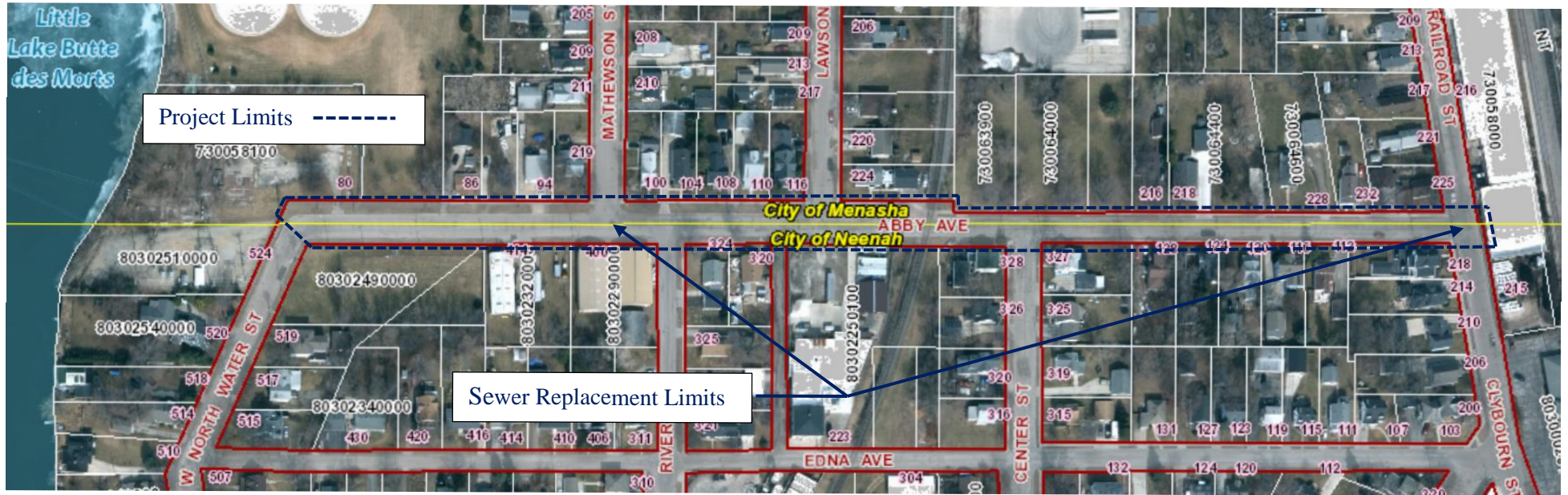
City Attorney

CITY OF NEENAH

By: _____
Mayor

Attest: _____
City Clerk

Abby Avenue Reconstruction – Intermunicipal Agreement
Exhibit A



Public Services & Safety Committee March 24, 2020

Beverage Operator License Applications

New/Renewal	Last Name, First Name, MI	Municipality	Place of Employment			
New	Trzcinski, Maci N.	Neenah	unknown			



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

M E M O R A N D U M

DATE: March 18, 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

- 1) Contract 1-19 (Caroline, Stevens, Fifth) – Work is complete. A final estimate was sent to the contractor for review.
- 2) Contract 2-19 (Stanley Ct, Stanley St, Thomas) – Work is complete. A final estimate was sent to the contractor for review.
- 3) Contract 7-19 (Breezewood Sanitary Sewer) – The sanitary sewer interceptor has been installed from Breezewood Lane to a point approximately 2,300 feet north. When weather improves later this year, the work in Breezewood Lane will be done. We tentatively expect that to happen in late April.
- 4) Contract 1-20 (Abby, Bond, Center, Clybourn) – Sanitary sewer work has started on Center Street. Concrete pavement reinforced with mesh was found under the asphalt pavement on Center Street. This will result in a change order for concrete pavement removal.
- 5) Contract 2-20 (Utilities - Van, Monroe) – Work started the week of 3/16. The contractor is starting with water utility work.
- 6) Contract 3-20 (Street - Van, Monroe, Gillingham, Shootingstar, Armstrong) – Bids have been opened. Action on that contract is being held pending clarification of the Shootingstar/Armstrong work.
- 7) Contract 4-20 (Green Bay, Tullar) – Design work is ongoing. Green Bay Road has been submitted for Municipal Street Improvement Program – Discretionary funding. We should learn the outcome of that application any day now. The project is scheduled for advertising on 3/25.
- 8) Contract 5-20 (Utilities - Lakeshore) – A pre-construction meeting is scheduled for 3/19 with work tentatively set to start on 3/30.
- 9) Contract 6-20 (Street - Lakeshore) – Work is on-hold pending the design decision.
- 10) Contract 7-20 (Fire 32 Apparatus Bay Roof) – The project is currently being advertised. Specifications are being prepared. Bids will be opened on 3/31.
- 11) Contract 8-20 (Epoxy Pavement Marking) – The project will be advertised on 3/20 with a bid opening date of 4/2. The work this year is primarily Main Street (Green Bay – Lake) and Bell Street (Harrison – Collins).
- 12) Contract 9-20 (Millview Drive Utility Relocations) – Storm sewer and sanitary sewer relocation plans are being prepared. Work is being done in preparation for development on Site 6.
- 13) Courtney Court – Work is complete for the winter. The topcoat of asphalt will be placed later this year.
- 14) Storm Water Annual report – The report is being prepared for the required 3/31 submittal.