CITY OF NEENAH
FINANCE AND PERSONNEL COMMITTEE MEETING
Monday December 7, 2015 – 7:00 p.m.
Hauser Room, Neenah City Administration Building
211 Walnut Street, Neenah, Wisconsin

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 constitutes a meeting of the Neenah Common Council and must be noticed as such. The Council will not take any formal action at this meeting.

AGENDA

1. Approval of Minutes from the November 23, 2015 Regular Meeting and the December 2, 2015 Special Meeting (minutes can also be found on the City's website).

2. Resolution 2015-42 Refunding the 2008 CDA Lease Revenue Bonds (consideration postponed from 12/2/2015 Special Finance & Personnel Committee Meeting). M. Easker

3. Salary Plan/Merit Pay Proposal for 2016 (attachment). H. Barber

4. Site 7 Redevelopment (attachment). C. Haese

5. Paper Vendor – 2016 (attachment). M. Easker

6. Conceal Carry City of Neenah Employees – Weapons & Firearms Policy #2011-4 (attachment). D. Kaufert

Neenah City Hall is accessible to the physically disadvantaged.
If special accommodations are needed, please contact the Neenah Finance Department at 920-886-6140 at least 24 hours in advance of the meeting.

CITY OF NEENAH
FINANCE AND PERSONNEL COMMITTEE MEETING
Monday, November 23, 2015 – 7:00 p.m.
Hauser Room, Neenah City Administration Building
211 Walnut Street, Neenah, Wisconsin

MINUTES

Present: Chairman Ramos, Aldermen Stevenson, Pollnow, Erickson, Kunz; Mayor Kaufert; City Attorney Godlewski; Director of Finance Easker.

Others Present: Alderman Lendrum, Director of Human Resources and Safety Barber, Director of Community Development and Assessment Haese, Deputy Director of Community Development and Assessment Schmidt, Police Chief Wilkinson.

Public Appearances: None.

Minutes: **Motion/Second/Carried Pollnow/Stevenson to approve the minutes from the October 26, 2015 Regular Meeting and the November 4, 2015 Special Meeting.** All voting aye.

City Sealer Position.: Committee reviewed memo from Director Haese requesting authorization to fill the vacant part-time City Sealer position. In his memo concurring with filling the position, Mayor Kaufert suggested that the City consider combining the position with a code enforcement position for year round service for both duties. Committee and staff discussed various aspects of the position and the potential for combining it with code enforcement

Motion/Second/Carried Stevenson/Pollnow to authorize filling the vacant part-time City Sealer position. All voting aye.

Police Department Positions: Committee reviewed memo from Chief Wilkinson requesting authorization to fill the current police officer vacancy and any police officer vacancy that occurs prior to March 1, 2016. Mayor Kaufert has reviewed the request and concurs with filling the position to maintain sworn staffing levels at 40. Chief Wilkinson explained that there are currently a number of current officer positions either unfilled or off due to injury or FMLA. He also said that there is the potential for a number of retirements in the next twelve months and wanted to be proactive to enable swift action to hire qualified applicants. He said this is especially necessary due to the extensive process to hire new officers that leads to a very limited number of qualified candidates making it to the final eligibility list. There are currently only two applicants on the list.

Committee and staff discussed various aspects of the request. Items discussed included how the hiring process works as well as a discussion on how to make it more efficient. Alderman Pollnow suggested that the committee consider providing authorization to hire both applicants currently on the eligibility list, even if that meant the department would have an overlap of one additional sworn officer for a short period of time. Discussion took place on the budget implications of that option as well as the appropriate timing of each hire. Alderman Kunz expressed his concern that the current hiring system is somewhat broken and needs to be changed so the City will not always be struggling to meet the 40 sworn staffing need. Both he and Alderman Erickson also expressed concern in the long delay between this vacancy and the request to fill it. Continued discussion took place on the request and various options moving forward.

Motion/Second/Carried Pollnow/Erickson to authorize filling the current police officer vacancy. All voting aye.

REPORT

Motion/Second/Carried Pollnow/Erickson to recommend Council authorize filling the next anticipated police officer vacancy after a minimum of thirty days from the date of this action. All voting aye.

Tullar Road Annexation: Committee reviewed memo from Director Easker recommending approval of the proposed annexation of .037 acres on the northwest corner of Tullar Road and W. Winneconne Avenue. All of the departments that expressed an opinion recommend approval of the proposed annexation. Discussion took place on the potential for this property to be part of a larger development on adjacent land.

ORDINANCE

Motion/Second/Carried Pollnow/Erickson to request Council approve the Tullar Road annexation. All voting aye.

2016 BID Operating Plan and Schedule of Assessments: Committee reviewed memo from Deputy Director Schmidt recommending adoption of Resolution No. 2015-39, approving the Neenah Central City Business Improvement District 2016 Operating Plan. The plan calls for a proposed BID assessment of $129,992. The plan also calls for a funds carryforward of $15,184 for a final total budget of $145,176.

RESOLUTION

Motion/Second/Carried Pollnow/Stevenson to recommend Council adopt Resolution No. 2015-39, approving the Neenah Central City Business Improvement District 2016 Operating Plan. Motion carried 4-0 (Chairman Ramos abstained).

Development Agreement – Cottages at Woodside Green 4 Lot CSM: Committee reviewed memo from Deputy Director Schmidt recommending Council approve the Development Agreement for the Cottages 4 Lot CSM subject to verification of ownership of the subject land by DJW Investments, LLC. The agreement is related to the Phase II development as part of the restructuring of the subdivision. The development agreement outlines the process for constructing public infrastructure as well as outlining the fees that need to be paid as part of the development.

Committee and staff discussed various aspects of the proposed agreement. Items discussed included a history of the Cottages at Woodside Green development as well as water and sanitary sewer issues.

REPORT

Motion/Second/Carried Stevenson/Pollnow to recommend Council approve the Development Agreement for the Cottages 4 Lot CSM subject to verification of ownership of the subject land by DJW Investments, LLC. All voting aye.

Comprehensive Plan Update – Contract for Outside Services: Committee reviewed memo from Deputy Director Schmidt recommending Council enter into a contract with

East Central Wisconsin Regional Planning Commission for $41,466 to update the City's Comprehensive Plan. The City's current plan was adopted in 1999 and updated in 2009. Under the contract, East Central will be responsible for data collection, leading community workshops and focus groups, creating maps, conducting data analysis and assembling a Comprehensive Plan document that meets the requirements of Wis.Stats. Sec. 66.1001.

Committee and staff discussed various aspects of the proposed contract. Among items discussed was a strong sentiment that the plan be continually referred to and that the City should have a formal review of the document at least annually and potentially updated every five years if possible.

REPORT

Motion/Second/Carried Stevenson/Pollnow to recommend Council enter into a contract with East Central Wisconsin Regional Planning Commission for $41,466 to update the City's Comprehensive Plan to be funded through the 2015 and 2016 budget by funds remaining in the City Redevelopment Fund. All voting aye.

Fiscal Matters: October Vouchers: Motion/Second/Carried Stevenson/Pollnow to approve the October vouchers as presented. All voting aye.

Meeting adjourned at 9:10 p.m.

Respectfully submitted,

Michael K. Easker, CPA
Director of Finance

CITY OF NEENAH
SPECIAL FINANCE AND PERSONNEL COMMITTEE MEETING
Wednesday, December 2, 2015 – 6:00 p.m.
Hauser Room, Neenah City Administration Building
211 Walnut Street, Neenah, Wisconsin

MINUTES

Present: Chairman Ramos; Aldermen Erickson, Kunz and Pollnow; Mayor Kaufert; City Attorney Godlewski; Director of Finance Easker.

Others Present: Aldermen Bates, Hillstrom and Lendrum; City Financial Advisor Brad Viegut from Robert W. Baird

Public Appearances: None.

Resolution 2015-42 Refunding the 2008 CDA Lease Revenue Bonds: Committee reviewed preliminary financing summary from Robert W. Baird for the proposed partial refunding of the 2008 CDA Lease Revenue Bonds. Financial Advisor Brad Viegut indicated that the refunding would provide a present value savings (PVS) of 4.407% of the bonds refunded, well above the City's historic minimum benchmark of 2%. If approved, the negotiated sale would take place in January 2016. He said the proposed refunding amount of $3.5 million is based upon the City's current estimate of 2016 capital borrowing of $6.5 million, keeping the total 2016 borrowing within the $10 million threshold to maintain bank-qualified status. The Community Development Authority has already approved the refunding concept.

Committee and staff discussed various aspects of the proposed refunding. Various questions arose regarding the best way to incorporate this refunding into the City's long-term debt repayment and TIF pro forma planning. Other questions were raised as to the best way to incorporate the refunding into the City's 2016 total debt issuance, including how completing this $3.5 million refunding in January could affect the City's ability to amend its planned capital borrowing later in the year.

Motion/Second/ Pollnow/Stevenson to recommend Council adopt Resolution No. 2015-42 refunding the 2008 CDA Lease Revenue Bonds, contingent on a minimum present value savings of 2% of the refunded debt.

Continued discussion took place. Discussion included the option of moving the City's capital borrowing back to January to take advantage of existing interest rates as well as potentially creating a fully inclusive and more cost effective borrowing program. Committee, staff and Mr. Viegut discussed the pros and cons of the various options for the 2016 refunding and capital borrowing.

Motion/Second/Carried Pollnow/Erickson to postpone a final vote to the committee meeting on Monday, December 7, with Director Easker and Mr. Viegut to provide more detail on the various options discussed. Motion carried 4-1 (Alderman Kunz voted no).

Meeting adjourned at 6:58 p.m.

Respectfully submitted,

Michael K. Easker, CPA
Director of Finance

Neenah
WISCONSIN

Dept. of Human Resources and Safety
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426
Phone 920-886-6102 • e-mail: hbarber@ci.neenah.wi.us
HEATHER BARBER
DIRECTOR OF HUMAN RESOURCES AND SAFETY

MEMORANDUM

DATE: December 2, 2015

TO: Chairman Ramos and Members of the Finance Committee

FROM: Heather Barber, Human Resources H. Barber

RE: Salary Plan / Merit Pay Proposal for 2016

As you are aware, 2015 was the first year we used our new salary plan, salary plan policy, and revised merit-based performance review system.

Overall, the program was successful as implemented in 2015, and we are proposing the same structure for 2016.

The biggest concern identified in our plans prior to 2015 was that the plan moved by the same percent each year that employees were receiving in raises. For example, the plan would move 1%, and employees would receive a 1% raise, resulting in them staying at the same position relative to midpoint from year to year.

A significant provision of the proposed plan, specifically created to target this issue, is the midpoint adjustment. Based on the formula, employees who have been here the longest and remain the furthest below midpoint were given an additional 2.4% this year. That 2.4% was in addition to the 1% January 1st, and the .5% or 1.25% given in July. Instead of the Council having to review individual circumstances on a case by case basis and consider how to adjust employees out of whack in terms of seniority and position to midpoint, the midpoint formula does it in a fair and consistent manner across the board.

It is difficult to project how long it will take an average employee to reach the midpoint of a grade because there are so many variables and unknowns including:

a. Inflation rate (determines plan movement)
b. City's budget / ability to pay
c. Performance level of employee

Once we have run a similar system for a handful of years, we can go back and state what the average movement has been.

We are also proposing to continue with the Exemplary Performance Awards to recognize outstanding performance in 2015. Staff felt this was a valuable program which allowed employees to be awarded for their performance in one year without adding to their base. I would propose these be given again with the anniversary awards at a Council Meeting.

Attached to this memo is the recommended plan movement and structure for pay and merit increases in 2016 in addition to a summary of the midpoint adjustment and how it played out.

Staff requests a recommendation to Council to approve the Salary Plan and Merit Plan Proposal for 2016.

2016 Salary Plan / Merit Increase Proposal

It is recommended that the salary plan move 1.5% to account for inflation. Adjusting the plan in conjunction with inflation is important to keep our rates competitive with the market. This is the amount of movement recommended by our salary plan consultant, Carlson Dettmann.

Listed below is the proposed schedule for increases proposed for 2016 non-union increases. **The ability to provide the amounts detailed below is contingent on the percentages within each group (as listed below) being met.**

Below Expectations
No increase, placed on performance improvement plan and eligible for increases if expectations are met within established timeline.

Meets Expectations (65% + of employees)
January 1st: 1%
July 1st: .5%
October 1st: Midpoint Adjustment *

Exceeds Expectations (up to 35% of employees)
January 1st: 1%
July 1st: 1.25%
October 1st: Midpoint Adjustment*

* Midpoint Adjustment provides an increase to base salary for all employees below the midpoint of their grade. The amount is based on a formula that takes into account the seniority in the employee's current position, and also how far below midpoint an employee actually is. (See attached formula)

2015 Exemplary Performance Award (10% of employees)
Department Heads will have the ability to recognize employees who have gone above and beyond in 2015. Typically these awards will be to recognize completion of special projects or assignments or significant additional duties for a temporary period that took place in 2015, including LEAN initiatives. The amount of the award will be .5% of the employee's base salary and will be paid in May in bonus form so the amount is not added to their base.

October Midpoint Increases

87 Employees were below midpoint.

For October increases, I followed this Council-approved formula:

50% will be designated for distribution using a seniority factor, and 50% will be designated for distribution using the employee's position relative to midpoint.

Seniority Factor Distribution:

Employees below midpoint will be listed on a scale from most senior in their current position to least senior in their current position. Funds will be allocated as follows:

Top 33% most senior employees will receive 65% of amount earmarked for seniority factor midpoint adjustment split among them.

Middle 33% of employees in terms of seniority will receive 25% of amount earmarked for seniority factor midpoint adjustment split among them.

Least senior 33% of employees will receive 10% of amount earmarked for seniority factor midpoint factor adjustment split among them.

Position Relative to Midpoint Distribution:

Employees below midpoint will be listed on a scale with those most below midpoint to those closest to midpoint. Funds will be allocated as follows:

The 33% of employees furthest below midpoint will receive 65% of amount earmarked for position relative to midpoint adjustment split among them.

The 33% of employees the next furthest below midpoint will receive 25% of the amount earmarked for position relative to midpoint adjustment split among them.

The 33% of employees closest to midpoint will receive 10% of the amount earmarked for position relative to midpoint adjustment split among them.

First, I applied the seniority factor. The employees below midpoint fell into the three groups as follows, with the corresponding wage increases:

Top Group: Time in position from September of 1981 and April of 2005, raise was .96%
Mid Group: Time in position from December of 2005 and August of 2010 raise was .47%
Bottom Group: Time in position from February 2011 to June of 2015 raise was .1%

Second, I applied the position relative to midpoint factor.

Top Group: Position relative to midpoint of 81.29% to 83.48% raise was 1.5%
Mid Group: Position relative to midpoint of 83.71% to 92.35% raise was .4%
Bottom Group: Position relative to midpoint of 92.59% to 98.93% raise was .13%

By adding the percentages together, I came up with the October increase amounts. The range of increases was from .23%, for those who fell into the bottom group in each case, to 2.46% for those who fell into the top of each group.

Here is a summary of percentages given in October:

.2% to .94%: 37 people
1.085% to 1.653%: 39 people
1.958% to 2.434%: 11 people

Neenah Community Development Authority
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CHRIS A. HAESE
EXECUTIVE DIRECTOR

M E M O R A N D U M

DATE: December 1, 2015

TO: Chairman Ramos, Chairman Martin, Finance Committee and CDA Members

FROM: Chris A. Haese, CDA Executive Director

RE: **Site 7 Redevelopment**

Attached for your review and consideration is the final draft of the Tax Incremental District No. 10 Development Agreement for the anticipated Site 7 redevelopment. The proposed project calls for the construction of a five-story, 55,000 square foot building with an anticipated value of at least $6 million. The primary components of the Agreement are found in Article 3, "Undertakings of the Developer", and Article 4, "Undertakings of the City and CDA". They are summarized as follows:

Developer Commitments:

- The Developer will construct a multi-story office building of at least 55,000 square feet of gross area with a minimum investment of $6 million.
- The Developer will be responsible for the acquisition and demolition of the property at 116 Main Street as well as incorporating the property into one overall redevelopment site.
- The Developer will provide the necessary easements for utilities and access through the site.
- The Developer will install all necessary on-site private utilities.

City/CDA Commitments:

- The Site will be provided to the developer at a cost of $1.
- The CDA will be responsible for removal of all asphalt from the development site and all concrete sidewalk immediately adjacent to the site.
- The CDA will be responsible for removal and disposal of all environmentally impacted soil.
- The CDA will be responsible for replacement of all public sidewalk and curb repair on the perimeter of the site.
- The CDA will be responsible for bringing all necessary public utilities (storm, water, & sanitary sewer) to the site.
- The CDA will be responsible for relocating an existing public storm sewer that extends through the site.

- The CDA will be responsible for the asbestos investigation and asbestos abatement, should it be necessary, from 116 Main Street prior to demolition.

- The CDA will provide 161 off-site parking spaces to support the Development. The spaces will be provided at no charge, however the developer will be responsible for maintenance, including snow removal, from said parking areas. A subsequent license agreement for the off-site parking will be required to more accurately define responsibilities of each party.

- The City will provide development assistance in the amount of $420,000, plus interest, to offset costs incurred by the Developer that are above and beyond a typical green field development. These funds will be provided via any awards received by the CDA from the Wisconsin Economic Development Corporation's Community Investment Grant and in the form of a Developer-Financed TIF payment equivalent to 70% of the additional tax revenue collected on the site.

I look forward to discussing the Agreement in more detail at the respective meetings. Certainly, if you have any questions prior to the meetings, please do not hesitate to contact me.

TAX INCREMENT DISTRICT NO. 10
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is dated as of the _____ day of December 2015 by and between Neenah Downtown Redevelopment Associates Limited Partnership, a Wisconsin limited partnership (the "Developer"), the CITY OF NEENAH, a Wisconsin municipal corporation, (the "City") and the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF NEENAH, a Wisconsin municipal corporation (the "CDA").

RECITALS

The City, CDA and Developer acknowledge the following:

A. The City and CDA has acquired through various transactions the property located at the southeast corner of Main Street and Wisconsin Avenue in the City of Neenah, more particularly described on Exhibit A, attached hereto and made a part hereof (hereinafter referred to as "Site 7").

B. In 2015 the City created Tax Increment District No. 10 (the "District") pursuant to Section 66.1105, Wis. Stat. (the "Tax Increment Law") and approved a plan for the redevelopment of the District (the "District Plan") which includes the Property within the District.

C. Subject to obtaining the financial assistance set forth herein, Developer intends to undertake the acquisition of the property located at 116 Main Street more particularly described at Exhibit A-1 (the combined Site 7 and 116 Main referred to as the "Property" or "Development Area"), construct a minimum 55,000 square foot office building development on the Property (the "Development Project") that will increase the Property's value and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole. The Development Project is consistent with the District Plan for TIF 10

D. The City desires to encourage economic development including the elimination of slum and blight, expand its tax base, and create new jobs within the City, the District and the Property. The

City finds that the development of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serve a public purpose in accordance with state and local law.

E. The Development Project would not occur without the use of Tax Incremental Financing. The City, pursuant to Common Council Action dated December___, 2015,and the CDA, pursuant to its Board action on December ___, 2015 have approved this Agreement and authorized the execution of the Agreement by the proper City and CDA officers on the CDA's and City's behalf.

F. The Developer has approved this Agreement and authorized John F. Bergstrom to execute this Agreement on the Developer's behalf.

G. All terms that are in upper case but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

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

ARTICLE 1
PURPOSES - DEFINITIONS

1.1 Purpose of Agreement. The parties have agreed upon a conceptual plan for an office tower development comprised of minimum 55,000 square foot building at the Development Area (the "Development"). The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the land will take place.

1.2 Definitions. The terms listed below shall be defined for the purposes of this Agreement as follows:

1.2.1. **"City"** means the City of Neenah, a Wisconsin Municipal Corporation. The City may also be referred to as the City of Neenah.

1.2.2. **"CDA"** means the Community Development Authority of the City of Neenah, a Wisconsin municipal corporation.

1.2.3. **"Contribution" or "City Contribution"** means the Tax Increment Revenue Financing payment made to the Developer by the City pursuant to Section 4.4 upon the satisfactory completion, on the part of all parties, of all undertakings as specified in Articles 3 and 4 as related to the Development Project.

1.2.4. **"Developer"** means Neenah Downtown Redevelopment Associates Limited Partnership, a Wisconsin limited partnership.

1.2.5. **"Development Project" or "Project"** means the overall construction of the improvements and uses anticipated by the Development Plan and this Agreement for the Development Area.

1.2.6. **"Development Area"** means the sum of all property described in Exhibits A and B, and constitutes the total boundaries of the project for which this Agreement is provided.

1.2.7. **"Development Plan"** means the Development as shown on Exhibit B as improved by the site improvements outlined in Exhibit C and as further described by this Agreement.

1.2.8. **"Development Phase"** means the acquisition of the property, remediation, site preparation work including building demolition, construction of site improvements and development as hereinafter described in Section 3.5.

1.2.9. **"Minimum Total Tax Value"** means the minimum Tax Increment Value required for the Development upon completion

1.2.10. **"Minimum Contribution"** means the minimum amount of the Contribution made by the City to the Project.

1.2.11. **"Site Plan"** means the specific physical layout of the Development Area as shown on the Development Plan as shown on Exhibit B attached hereto.

1.2.12. **"Tax Increment Base Value"** means the equalized value of Real and Personal Property of the Development Area on January 1, 2015 as certified by the State Department of Revenue.

1.2.13. **"Tax Increment Value"** means the equalized value above the Tax Increment Base Value established for the Development Area as determined by the City of Neenah assessor. The equalized value is calculated by taking the assessed value reported by the City of Neenah Assessor that is certified by the State Department of Revenue times the aggregate ratio.

1.2.14. **"Tax Increment"** or **"Tax Increment Revenue"** means the personal and real property tax revenue (as defined in Section 66.1105(2)(i) of the Wisconsin Statutes) generated by the Tax Increment Value generated by the Project.

1.2.15. **"TID 10"** means Tax Incremental District No. 10 created by City Res. No. 2015-32 adopted on August 5, 2015.

1.2.16. **"Zoning Code"** means Chapter 26 of the Code of Ordinances of the City of Neenah. The Zoning Code may also be referred to as the "Code"

ARTICLE 2
DESCRIPTION OF DEVELOPMENT

2.1 Development Area. The Development includes the land area described in full in Exhibits A and A-1 as previously defined in the Agreement as the Development Area. The Development Area will be redeveloped and improved with a 55,000 square foot office tower, with site improvements as described and depicted in the attached Exhibit C, on a timetable and with estimated property valuation as described in the attached Exhibit D.

2.2 Building. Conceptual building plans propose a five story structure with 11,000 square feet of floor area on each floor. The primary use is planned to be office, with limited retail as a potential secondary use.

ARTICLE 3
UNDERTAKINGS OF THE DEVELOPER

The Developer agrees that it shall:

3.1 Initiate, or cause to initiate by third parties, the Development Project and complete it in accordance with all applicable City zoning and building codes, fire codes, ordinances and regulations. The general components of the Development Project and the estimated timetable for completion of each component are set forth on Exhibit D, attached hereto. All Project Costs expended by Developer, after August 5, 2015, including costs incurred before the date of this Agreement, and which are eligible for funding pursuant to §66.1105 of the Wisconsin Statutes, are referred to as "Developer Costs". Developer Costs shall include, without limitation, costs for the construction of improvements, including hard and soft construction costs, professional fees, architectural fees, construction period interest, civil engineering fees, general contractor fees, infrastructure improvements, environmental remediation costs, demolition, public parking facilities, and the clearing, grading and construction of the Development Project, and other costs permitted pursuant to Section 66.1105, Wis. Stat.

3.2 Developer warrants and represents to the City that but for the assistance to be provided by the City and the Wisconsin Economic Development Corporation (WEDC) under Article 4, herein, Developer would not be able to proceed with the Project.

3.3 Developer or others on its behalf shall acquire 116 Main Street and include it as part of the Development Project.

3.3.1 Developer shall cause to be prepared a certified survey map that combines Site 7 and 116 Main into one development parcel.

3.3.2 Developer shall undertake to demolish the building on 116 Main and prepare the site for redevelopment.

3.4 Developer or others shall prepare site plans, specifications, development timetables, and budgets for redevelopment and construction work to be undertaken in Development Phase.

3.5 Developer has presented an Implementation Plan for the Development Project, which is attached as Exhibit D.

3.6 Developer will implement or cause to be implemented the Development Project in the appropriate location of the Development Area as provided in Exhibits D, expending at least Six Million Dollars ($6,000,000) in construction costs. Based on the projected construction costs, the City has estimated that the Development Project will have a Tax Increment Value of Six Million Dollars ($6,000,000.00) for the purpose of calculating the payment schedule for the Developer Grant provided for at §4.6.1 below. The Developer shall commence construction of the Development Project on or before May 1, 2016 and conclude construction on or before February 28, 2017.

3.7 In addition to the Developer's obligations listed elsewhere in this agreement, the Developer shall:

3.7.1 Cooperate with the City and CDA to facilitate their performance under Article 4.

3.7.2 Be responsible for obtaining all permits.

3.7.3 Except as set forth in this agreement, bear responsibility for the costs of the installation and maintenance of utilities and improvements within the Development Area, including, but not limited to sewer, storm sewer, water, electricity, gas, phone, internet/WIFI and television. The Developer shall be solely responsible for complying with the State of Wisconsin's prevailing wage rates if applicable.

3.7.4 The Developer shall provide necessary utility easements; access easements to and from the alley adjacent to the Property between Wisconsin and Doty Avenues; access easement to existing dumpster corral.

3.7.5 Developer shall provide to the City's Finance Director documentation from the Developer's bank and/or other funding sources confirming that the Developer has the ability to permanently finance the Development Project before it commences.

3.7.6 Subsequent to the transfer of the Development Area to the Developer, the Developer shall be responsible for all general property taxes, special and Business Improvement District (BID) assessments on the Development Area.

ARTICLE 4
UNDERTAKINGS OF THE CITY AND CDA

The City and CDA agrees that they shall:

4.1 Appropriate sufficient funds for the performance of their obligations under this Agreement as described in this section.

4.2 City and CDA shall cooperate with Developer throughout the implementation of the Development Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

4.3 The City and CDA shall transfer Site 7 to the Developer for ONE DOLLAR ($1.00) to allow for the construction of the Project

4.4 City has created TID 10 to finance public improvement, and will install the following improvements:

4.4.1 Sidewalks and curb closures on the public right of ways adjacent to the Property.

4.4.2 Utilities & utility easements to the boundary of the Property, including necessary water, sanitary sewer, and storm sewer laterals and the relocation of any public storm sewer lines running through the Development Area.

4.4.3 Development Area asbestos assessment, abatement and disposal;

4.4.4 Development Area soil remediation and management

4.4.5 Street lights on the public right of way adjacent to the Property.

4.5 Parking: Upon substantial completion of the Development Project, the City and CDA shall provide by perpetual license up to 161 designated offsite parking spaces in no more than two parking lots to be constructed by the City within 2 blocks of the Development Area ("Offsite Parking") . The initial location of the Offsite Parking is shown on Exhibit E. The Offsite Parking shall be provided at no cost to the Developer for the first forty (40) years of the license, however Developer shall be responsible for all maintenance of the Offsite Parking, including snow plowing and surface maintenance (sealing, resurfacing and restriping). The City or CDA may propose moving the 161 parking stalls to another location in downtown Neenah in proximity to the Office Building. Any such proposed move is subject to Developer's written approval. In the event that the relocated Offsite Parking is to a parking structure within the first forty years of the Offsite Parking license and the City or CDA is required to assume maintenance of the Offsite Parking, then the Developer shall pay a per stall parking fee based on the following schedule:

4.5.1 If the Offsite Parking is relocated to a parking structure during years 1 to 20 of the Offsite Parking License, at the average cost of maintenance incurred by the Developer for the Offsite Parking over the time period that the Offsite Parking was located on surface lots, but no more than twenty-five percent (25%) of the per stall permit rate established by the City.

4.5.2 If the Offsite Parking is located in a parking structure occurs during years 21 to 30 of the Offsite Parking License, at the per stall cost of maintenance of the parking structure but no more than twenty-five percent (25%) of the per stall permit rate established by the City.

4.5.3 If the Offsite Parking is located in a parking structure occurs during years 31 to 40 of the Offsite Parking License, at the per stall cost of maintenance of the parking structure but no more than fifty percent (50%) of the per stall permit rate established by the City.

4.5.4 After forty (40) years the Developer shall pay the then current per stall parking rate set by the City less a ten percent (10%) discount.

4.5.5 The parties to this agreement will negotiate in good faith a license agreement for the Offsite Parking consistent with these terms.

4.6 Subject to all of the terms, covenants and conditions of the Agreement and applicable provisions of law, and as inducement by the City to Developer to carry out the Development Projects, the City will provide payments to the Developer to assist with the Developer Costs.

4.6.1 Developer Costs –Development Project. Subject to all of the terms, covenants and conditions of the Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out the Development Project, the City will provide payments to the Developer to assist with Developer Costs solely from future tax increments from the Development Area and from the WEDC's Community Development Investment Grant. TIF Project Costs incurred subsequent to the effective date of this Agreement by the Developer may be counted as reimbursable expenses. The City Contribution for Developer Costs, shall be limited to a maximum of **$420,000** plus interest thereon at the rate provided for in Par. 4.7 below. A maximum of 70% of the property Tax Increment Revenue attributable to the Development Project shall be payable in annual installments as provided hereunder. The City's Contribution may be prepaid at any time, but until paid in full, the payments, including grant proceeds awarded by the WEDC, will be provided to the Developer as follows: Each year beginning September 1, 2018 and continuing each September 1 thereafter until September 1, 2023, the City will pay to the Developer 70% of the Tax Increment Revenue received by the City with respect to the Development in that year. No payments will be distributed until the property taxes have been paid on the property.

4.7 The Developer shall submit to the City's Director of Community Development copies of original invoice documentation, or other documentation such as an affidavit of certification from the general contractor or project architect, of eligible Developer Costs to support $420,000 for Development Phase for documentary support of the City's contribution from Tax Increment Revenue. Developer shall be entitled to interest on the City's Contribution for expenses determined by the City to be eligible expenses. Interest on the City's Contribution shall begin to accrue effective January 1 of the year following receipt of Developer Costs by the City's Director of Community Development, and Assessment unless the Director of Community Development and Assessment notifies the Developer that said costs are not approved as eligible costs within 21 days of receipt . The interest rate on the City's Contribution shall be the lesser of 1.) The interest paid by the Developer to any lender, as evidenced by the note indicating the loan amount; or 2.) Five percent (5] %).

4.7.1 As sources for payment of the City Contribution the City agrees to pay Developer solely from a combination of WEDC grant Funds, if any, and up to seventy percent (70%) of the property tax increment attributable to the Property pursuant to this Agreement, based on taxes accrued through a date (the "Expiration Date") which shall be the earliest to occur of: (i) the date on which the City Contribution has been paid in full; or (ii) September 1, 2023.

4.8 Payments pursuant to this Agreement shall be made by September 1 solely from WEDC Grant Funds and Tax Increment revenue attributable to the Development Project actually received by the City. In no event shall the City's tax incremental payments to the Developer exceed seventy percent (70%) of the Tax Increment Revenue generated by the property limited to a maximum of $420,000 plus interest thereon. The City Contribution, as evidenced by this Agreement, shall be a special and limited obligation of the City and not a general obligation.

4.9 Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the City Contribution, Developer's recovery of the full amount of the City Contribution, plus interest thereon, depends on factors including, but not limited to, future mill rates, changes in the assessed value of a Development Project, the failure of the Development Project to generate the Tax Increment Revenue at the rate expected by Developer, reduction in Tax Increment Revenue caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

4.10 City covenants to Developer that:

4.10.1 City shall not use more than the thirty percent (30%) of the Tax Increment Revenue, as previously indicated, for the purposes other than to pay the City Contribution plus the allocable interest thereon.

4.10.2 Until the City Contribution plus interest thereon has been paid in full, or a sum sufficient to pay off the City Contribution has been set aside to cover payment of the City Contribution, the City shall not close the District prior to the Expiration Date. Upon the Expiration Date, or payment in full of (or a sum sufficient set aside to pay in full) the City Contribution, the City will be entitled to close the District and no liability shall remain from the City to the Developer upon expiration of the District.

ARTICLE 5
TAX STATUS

5.1 As long as the District is in existence, or until the City has recouped its investment in TID 10 project costs , the Development Project including the land and all buildings and improvements thereon shall be owned by a taxable entity and taxable for real estate tax, special assessment purposes and personal property taxes. The City may waive the above restriction upon execution of a payment in lieu of taxes (PILOT) agreement, on a form acceptable to the City, made between the City and the owner or lessee of an exempt Development Project.

ARTICLE 6
NO PARTNERSHIP OR VENTURE

6.1 Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

ARTICLE 7
CONFLICT OF INTEREST

7.1 No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof. Notwithstanding the foregoing, it is acknowledged that the City's Mayor has an interest in 116 Main Street being acquired by the Developer as part of the Development Project pursuant to §3.3 of this Agreement. The City's Mayor has recused himself from any involvement in the Development Project and the City's and CDA's approvals required for the project to proceed. The City further obtained an opinion from the Winnebago County District Attorney's office dated July 16, 2015 indicating that recusal was the appropriate action for the Mayor to comply with applicable law.

ARTICLE 8
WATER AND WATER RELATED PUBLIC IMPROVEMENTS

8.1 The City has already furnished water to the boundary of the Development. Should additional laterals be required, they will be installed by the City. The Developer shall be solely responsible for the installation and maintenance of utility improvements to provide water service within the

Development Project. Water service within the Development Project shall remain a private service. Private hydrants cannot be used for any purposes other than fire protection.

8.2 All plans and specifications for the design of the infrastructure and water improvements within the boundaries of the Development shall be subject to the approval of the City's Department of Public Works & Utilities and, where necessary, Building Inspections, prior to the beginning of construction. Such approval shall not be unreasonably withheld.

ARTICLE 9
SANITARY SEWER

9.1 The City has already provided sanitary sewer to the boundary of the Development. Should additional laterals be required, they will be installed by the City. The Developer shall be solely responsible for installing and maintaining sanitary sewer infrastructure on the Development including any necessary lift stations, force mains and other improvements from the Development to the City's existing infrastructure. Sanitary sewer service within the Development shall remain a private service.

9.2 Under any of the circumstances set forth herein, the City shall permit the Owner/Developer to connect with the City's sanitary sewer system at such reasonably accessible and economically feasible locations as determined by the City.

9.3 All plans and specifications for the design of the infrastructure and sanitary sewer improvements within the boundaries of the Development shall be subject to the approval of the City's Department of Public Works & Utilities and, where necessary, Building Inspections, prior to the beginning of construction. Such approval shall not be unreasonably withheld.

ARTICLE 10
STORMWATER MANAGEMENT

10.1 The Developer shall follow all applicable State and City Stormwater Ordinances. Except as otherwise set forth herein, the Developer shall be solely responsible for installing and maintaining all on-site stormwater management practices.. Stormwater management within the Development Area shall remain private. he Developer shall provide for a storm sewer easement to the City either as shown on a certified survey map of the Development Area or in a separate easement document acceptable to the City.

10.2 All plans and specifications for the design of the infrastructure and storm water sewer improvements within the boundaries of the Development shall be subject to the approval of the City's Department of Public Works & Utilities and, where necessary, Building Inspections, prior to the beginning of construction. Such approval shall not be unreasonably withheld.

ARTICLE 11
STREET IMPROVEMENTS

11.1 The City shall construct, during the 2016 construction season, curb, gutter, and public sidewalk adjacent to the Property (the "Street Improvements"). The Street Improvements shall be constructed in accordance with plans and specifications on file in the City's Department of Public Works.

11.2 Developer shall cooperate with the City to facilitate the construction of the Street Improvements during the 2016 road construction season.

ARTICLE 12
WRITTEN NOTICES

12.1 Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE CITY AND CDA:

City of Neenah
Community Development Department
211 Walnut Street
Neenah, WI 54956

Attention: Dir. Chris Haese

With a copy to:

City of Neenah
City Attorney's Office
211 Walnut Street
Neenah, WI 54956
Attn: Attorney James G. Godlewski

DEVELOPER:

Neenah Downtown Redevelopment Association Limited Partnership
1 Neenah Center
Neenah, WI 54956
Attn.: John Hogerty II

With a copy to:

____
____
____
____

ARTICLE 13
MISCELLANEOUS

13.1 *Assignment.* No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party except as otherwise provided for in this Agreement. Notwithstanding the foregoing, Developer may: (i) assign its rights and obligations under this Agreement to an entity that holds title to the Project and that is controlled by Developer or by one or more of the principals of Developer. The City shall not be bound to any such assignment until it has received written notice.

13.2 *Nondiscrimination.* The Developer agrees that neither the Development Area nor any portion thereof, shall be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed ethnic origin or identity, color, gender, religion, marital status, age, handicap, or national origin and that construction, redevelopment, improvement, and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination or any of the foregoing grounds.

13.3 *Cost Overruns.* Except, as provided herein, all work, undertakings, or other actions to be taken by a specific party hereto shall be completed at the sole cost and expense of such party. Without limiting the foregoing, all cost overruns of any work, undertaking, or other action to be taken by City hereunder shall be borne by City. Likewise, and without limiting the foregoing, all cost overruns of any work, undertaking, or other action to be taken by the Developer hereunder shall be borne by Developer.

13.4 *No Third Party Beneficiaries.* This Agreement is made solely for the benefit of the parties hereto and their permitted assignees, and no other party shall acquire or have any rights under this Agreement or by virtue of this Agreement.

13.5 *No Personal Liability.* Under no circumstances shall any shareholder, partner, member, officer, director, employee, contractor, or agent of City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability against any such party.

13.6 *Force Majeure.* No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, or by any other cause not within the control of the party whose performance was interfered with, and which, by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, (collectively, "events of force majeure") and the time for performance shall be extended by the period of delay occasioned by any such cause.

13.7 *Governing Law.* The laws of the State of Wisconsin shall govern this Agreement.

13.8 *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. No amendment of this Agreement shall be effective unless in writing and signed by the party to be bound thereby.

13.9 *Severability.* If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of City, including, but not limited to, their powers under the Tax Increment Law, § 66.1105, Wis. Stats, and the Blight Elimination and Slum Clearance Act, § 66.1333, Wis. Stats., to achieve its intended purpose. Reference is made to Chapter 105, Laws of 1975 § 4, and to § 66.1333(17), Wis. Stats., which provide that the Tax Increment Law and the Blight Elimination and Slum Clearance Act should be construed liberally to effectuate their purposes.

13.10 *Further Assurances.* The parties shall enter into all such further agreements and instruments and shall take all such further actions as may be reasonably necessary or desirable to give further force or effect to this Agreement.

13.11 *Time is of the Essence.* Time is of the essence as to all dates and time periods set forth in this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF NEENAH:

By:

____
Todd M. Stevenson, Acting Mayor

ATTEST:

By: ______________________________
Patricia A. Sturn, City Clerk

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

____
Michael K. Easker, Director of Finance

APPROVED AS TO FORM:

____
James G. Godlewski, City Attorney

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF NEENAH

By:______________________________
Thomas A. Martin, Chairperson

Attest:______________________________
Chris A. Haese, Executive Director

DEVELOPER:
Neenah Downtown Redevelopment Associates Limited Partnership

By: ______________________________
______________________________, Member

SCHEDULE OF EXHIBITS

A. Legal Description of the Property

A-1. Legal Description of 116 Main Street

B. Development Plan

C. Site Improvements

D. Project Timetable

Exhibit A
Site 7 Development Area

- **110 Main Street – 10-0437-00-00**

  PLAT OF NORTH NEENAH SUBDIVISION LOT 1, BLOCK 2 AND CSM NUMBER 888 LOTS 1 & 2 AND CORRECTION AFFIDAVITY RECORDED AS DOCUMENT NUMBER 718036 AND PART OF LOT 23 OF JONES'S 2ND ADDITION

- **232 W. Wisconsin Avenue – 10-0476-00-00**

  JONE'S 2ND ADDITION LOT 14-15 & 16 BLOCK 3.

- **228 W. Wisconsin Avenue – 10-0475-00-00**

  LOT 13 BLOCK 3 OF JONE'S 2ND ADDTION TO NEENAH TENTH WARD.

- **219 W. Doty Avenue – 10-0482-00-00**

  JONE'S 2ND ADDITION LOT 22 AND EAST 40 FEET OF LOT 23 BLOCK 3.

EXHIBIT A-1
Legal Description of 116 Main Street

PLAT OF NORTH NEENAH SUBDIVISION LOT 3 AND WEST 5 FEET OF LOT 2 BLOCK 2 INCLUDING LANDS DESCRIBED IN DOCUMENT NUMBER 837981 AND EXCLUDING LANDS IN DOCUMENT NUMBER 837982.

Property Id. No: 10-0439-00-00

Exhibit B

Development Plan

Exhibit C

Site Improvements

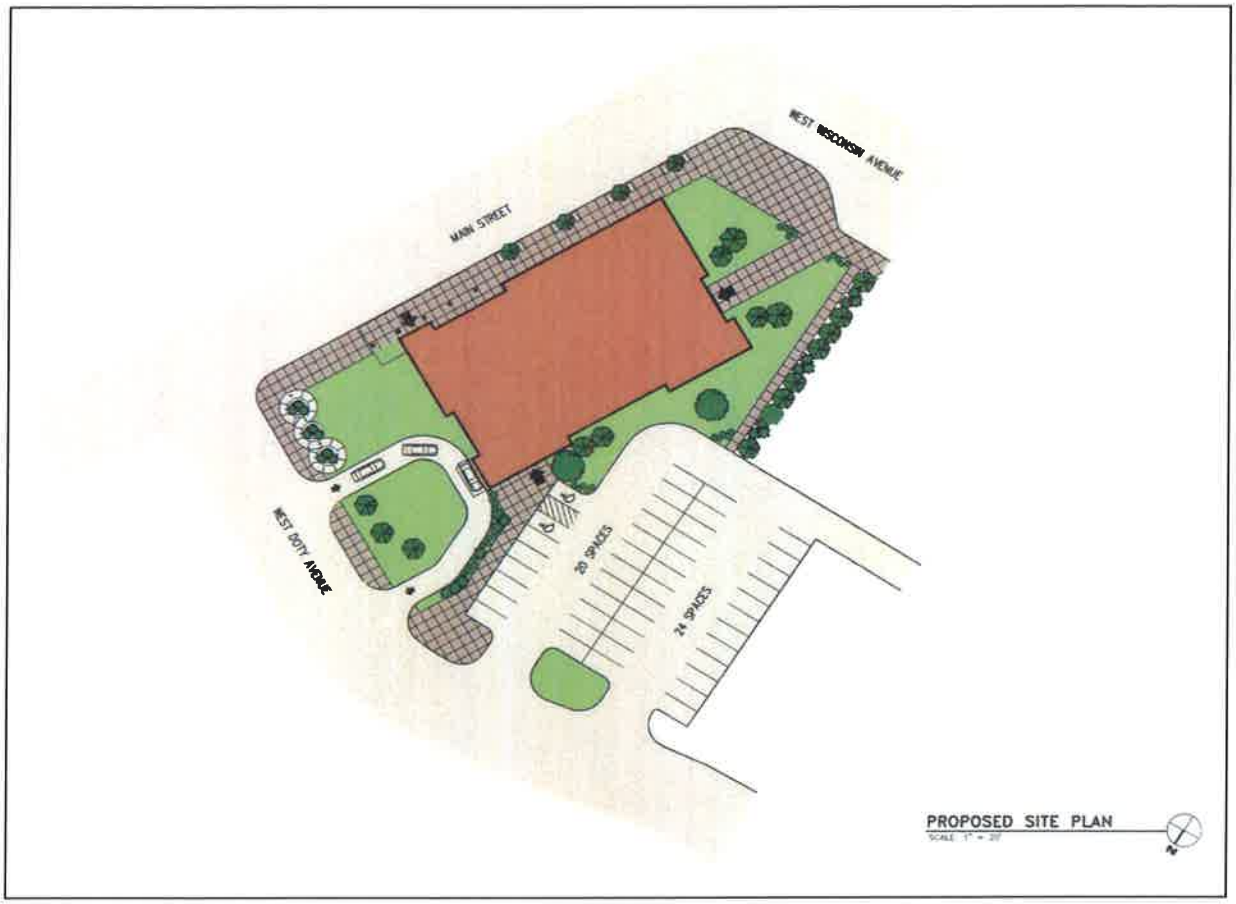

Exhibit D

Development Plan Time Table & Property Valuation

MAJOR MILESTONE	ESTIMATED DATE	ESTIMATED INVESTMENT
Acquisition of 116 Main St.	April 2016	-
Office and Site Improvement Construction	May 2016	-
Office Occupancy	February 2017	$6,000,000 (est.)

Exhibit E

Map of Initial Offsite Parking Location

Neenah
WISCONSIN

Finance Department
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426
Phone 920-886-6141 • Fax: 920-886-6150
e-mail: measker@ci.neenah.wi.us
MICHAEL K. EASKER, CPA
FINANCE DIRECTOR

MEMORANDUM

DATE: December 7, 2015

TO: Chairman Ramos, Members of the Finance and Personnel Committee

FROM: Michael K. Easker, Director of Finance Mike

RE: Purchase of 2016 Supply of Copy Paper

Quotes for the City's 2016 supply of copy paper were requested from five vendors (Complete Office, Midland Paper, O'Brion Agency, Steen Macek Paper and United Paper). We did not receive a quote from United Paper.

Please see the attached table for a summary of all quotes received. Quotes are based on ordering all products at one time from the same vendor.

These orders will be drop shipped to the City Administration Building, Library, Police Station, Fire Station 32 and the Water Plant.

I recommend purchasing the 2016 paper supply from Steen Macek Paper, since they had the lowest quote. Steen Macek makes deliveries to the Fox Valley two times/day. They are able to store the extra cases of City Administration Building copy paper at their facility.

Staff recommends Council approve the purchase of the 2016 paper supply from Steen Macek Paper.

CITY OF NEENAH
2016 Paper Quotes

Description	Qty	Complete Office		Midland		O'Brion Agency		Steen Macek Paper		2015 Paper Vendor Qty	2015 Paper Vendor Midland	
8-1/2" x 11", 20# White	219 c	$27.25	$5,967.75	$25.75	$5,639.25	$24.40	$5,343.60	$24.08	$5,273.52	313 c	$25.85	$8,091.05
8-1/2" x 14", 20# White	1 c	43.73	43.73	36.00	36.00	36.00	36.00	37.75	37.75	2 c	37.00	74.00
11" x 17", 20# White	2 c	34.55	69.10	28.00	56.00	31.00	62.00	29.68	59.36	2 c	29.00	58.00
8-1/2" x 11", 20# Assorted Colors										14 c	35.00	490.00
8-1/2"x 11", 20# - Green	4 c	42.65	170.60	35.00	140.00	37.00	148.00	38.95	155.80			
8-1/2" x 11", 20# - Blue	5 c	42.65	213.25	35.00	175.00	37.00	185.00	38.95	194.75			
8-1/2" x 11", 20# - Pink	1.5 c	42.65	63.98	35.00	52.50	37.00	55.50	38.95	58.43			
8-1/2" x 11", 20# - Orchid/Violet	1 c	42.65	42.65	35.00	35.00	37.00	37.00	38.95	38.95			
8-1/2" x 11", 20# - Goldenrod	1 c	42.65	42.65	35.00	35.00	37.00	37.00	38.95	38.95			
8-1/2" x 11", 20# - Neon Green	5 r	13.39	66.95	5.00	25.00	9.00	45.00	5.38	26.90			
8-1/2" x 11", 110# Cover Stock, Assorted Colors										24 r	6.00	144.00
8-1/2" x 11", 110# Cover Stock - Yellow/Canary	10 r	7.43	74.30	6.00	60.00	7.25	72.50	5.53	55.30			
8-1/2" x 11", 110# Cover Stock - Blue	5 r	7.43	37.15	6.00	30.00	7.25	36.25	5.53	27.65			
8-1/2" X 11", 65# Cover Stock, Assorted Colors										4 r	8.00	32.00
8-1/2" X 11", 65# Cover Stock - Pulsar Pink	5 r	13.42	67.10	7.00	35.00	8.75	43.75	7.25	36.25			
Total Bid			**$6,859.21**		**$6,318.75**		**$6,101.60**		**$6,003.61**			**$8,889.05**

c = cases
r = reams
* = Accepts charge cards

COMMENT: The paper supplier for the V.A.L.U.E. group was also considered. However, their delivery options are not favorable.

Neenah
WISCONSIN

Office of the Mayor
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426
Phone 920-886-6104 • Fax: 920-886-6109
e-mail: dkaufert@ci.neenah.wi.us
DEAN R. KAUFERT
MAYOR

MEMORANDUM

DATE: December 2, 2015

TO: Chairman Ramos, Members of the Finance & Personnel Committee

FROM: Mayor Dean Kaufert

RE: Conceal Carry City of Neenah Employees – Weapons & Firearms Policy #2011-4

Please be advised of a request I have formally received from a city employee regarding the ability to conceal carry during work hours.

I have discussed this with our city attorney who informs me the policy that was adopted a few years back does not allow for employees to conceal carry during work hours even with a Wisconsin permit. Elected officials are not governed by this rule.

I would like to propose a change to the policy to give employees the ability to request an exception to this rule for certain situations. Under the policy, the Mayor would have the ability to allow for that employee to carry if certain conditions are met.

1. The petitioner has a valid Wisconsin Conceal Carry Permit and has attended an approved class.
2. The petitioner completes a 2 hour refresher course with the Neenah Police Department weapons training officer every two years.
3. The petitioner provides a compelling reason why they need this exemption.

The premise for this rule change has been brought to my attention by employees who feel their job puts them in situations of high emotional stress with Human Resource issues such as discharge, firing or other disciplinary action. Another female employee that was granted a restraining order against a former estranged mate also explained how she felt vulnerable during work hours because of this policy. During non-work hours she was using her conceal permit but because of the policy could not protect herself.

My proposal would be that the Mayor would look at these requests on a case by case basis and make the decision.

An appropriate motion would be to direct the City Attorney to prepare revisions to policy #2011-4, Weapons and Firearms Policy, consistent with the Mayor's recommendations.

Neenah
WISCONSIN

Dept. of Legal & Administrative Services
Office of the City Attorney
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426
Phone 920-751-4606 • e-mail: jgodlewski@ci.neenah.wi.us
JAMES G. GODLEWSKI
CITY ATTORNEY / PERSONNEL DIRECTOR

POLICY

DATE: 11/28/2011 **EFFECTIVE DATE** 12/21/2011 **POLICY NO:** 2011-4

TITLE: Weapons & Firearms Policy

ISSUER: Human Resources

COVERAGE: All Employees

AUTHORITY: Wis. Stat. §175.60(15m); Council Approved, 12/21/2011

DURATION: Indefinite

SYNOPSIS: Employees Prohibited from carrying Weapons & Firearms

INTRODUCTION

2011 Wisconsin Act 35, effective November 1, 2011 creates a permit system that allows the carrying of concealed weapons in the State of Wisconsin. Current city personnel guidelines make possessing weapons or explosives on City property a disciplinable violation. Act 35 specifically prohibits employers from not allowing employees to keep weapons or firearms in their personal vehicles while parked on City property. This policy would clarify the existing policy to make it consistent with the new concealed carry statute. Its effective date is set as the day after projected council action on the policy. Originally, the effective date was set for November 1, 2011, the date Concealed Carry took effect, but with the referral back to committee, action on this policy was delayed.

POLICY

Weapons and Firearms Prohibited

(1) No employee may carry any weapon or firearm during the course of performing duties with the city. "Weapon" shall be defined as in Wis. Stats. § 175.60(1)(j) and "firearm" shall be as defined in Wis. Stats. §167.31(1)(c).
(2) This policy shall not apply to employees employed as sworn police officers during the course of their employment.
(3) This policy shall not apply to employees that are licensed pursuant to Wis. Stats. § 175.60 or are considered an out-of-state licensee thereunder, from carrying or storing a weapon or firearm in the employee's own vehicle regardless of whether the employee's vehicle is used in the course of his or her employment with the City or whether the employee's vehicle is driven or parked on property used by the City.

CONCLUSION

Staff recommends adoption of Policy 2011-4.