

**CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING
Tuesday May 26, 2020 - 6:30 PM**

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

Link: <https://global.gotomeeting.com/join/437909453>

OR

Conference Telephone Number (AUDIO ONLY): [+1 \(571\) 317-3112](tel:+15713173112)

Access Code: 437-909-453 #

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

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

AGENDA

1. Approval of Minutes of the meetings for May 12, 2020
2. Public Appearances
3. State Municipal Agreement for S. Commercial Street Reconstruction (Attachment)
4. Wisconsin Boating Grant (Attachment)
5. Amendment to Sec. 21-39(c) of the Municipal Code relating to Swimming Pool Protective Enclosures. (Ord. No. 2020-08) (Attachment)
6. Licenses
 - a. Beverage Operator License Applications (Attachment)
7. Public Works General Construction and Department Activity (Attachment)
8. 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 May 12, 2020 - 6:30 PM

Due to the Public Health Emergency caused by the COVID-19 Pandemic, these meeting minutes are from a virtual web link (Audio & Video) and conference call (Audio only). There were in-person attendees from the public.

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

Excused:

Also Present: Mayor Kaufert, Director of Public Works Kaiser, Assistant Police Chief Bernice, Deputy Clerk Cheslock, Paula Pitsch, Lorrie Davis, Cathy Plath

Minutes: Motion/Second/Carried Lendrum/Lang to approve of the minutes of the meeting of April 28, 2020. All voting aye.

Public Appearances: None

Committee Consideration of Reducing Alcohol Beverage Licensing Fees in Response to COVID-19 Pandemic: Paula Pitsch, 210 Main Street, addressed the Committee to request support for reducing the alcohol beverage licensing fees for Class "B" license holders. She noted that since the Stay at Home order, those businesses have seen a major, if not complete, loss of business. She noted that other communities had lowered their fees, to the extent allowed by the State.

Mayor Kaufert informed the Committee that the Tavern League of Wisconsin had encouraged its members to contact their local governments to encourage them to adjust license fees for Class "B" Malt Beverage and "Class B" Intoxicating Liquor because of the business loss during the closure. He outlined the request that he had received from Ms. Pitsch to bring the issue to the Council. He stated that Appleton had not made a decision on adjusting their fees and that Oshkosh had lowered theirs to the minimum.

Committee discussed the license fee information that had been provided. Committee questioned if there were other businesses that have been closed by the Stay at Home order that also pay an annual City fee of some sort. Mayor Kaufert noted the distinction between the Class A and Class B license holders. He stated that Class A license holders have been able to stay in business whereas the Class B license holders have only been able to do limited, if any, business. He noted that Secondhand Dealers licenses are also renewed annually. Deputy Clerk Cheslock noted that some businesses have paid for their license renewal in full. She also confirmed that every Class A and Class B license must be renewed annually. Mayor Kaufert informed the Committee that the revenue from Class A and Class B license fees is about \$24,000.

Ald Stevenson stated that he was supportive of an adjustment and suggested a prorated reduction based on the number of months that businesses are closed. Ald. Lang also expressed support for an adjustment. She expressed that the impact on the businesses will last longer than the closure time. She suggested reducing the fees by 50%. She questioned if there was consensus of the other communities that made fee adjustments. Mayor Kaufert noted that there were a variety of adjustments made by other communities.

Paula Pitsch addressed the Committee to note the uncertainty surrounding the re-opening and the period of time that businesses will be impacted. She stated that waiving the fees will allow these businesses to restock and ease the burden of the closure.

Ald. Spellman expressed support for an adjustment and suggested moving to the minimum fee for "Class B" Intoxicating Liquor and Class "B" Malt Beverage.

Motion/Second Spellman/Lendrum to recommend to Council that for the next year the "Class B" Intoxicating Liquor license fee be reduced from \$350 to \$50, the Class "B" Malt Beverage license fee be reduced from \$100 to \$0, and late fees be waived.

Chairperson Bates suggested that the Class "B" Malt Beverage license fee be reduced to \$10. Alderpersons Spellman and Lendrum agreed to a friendly amendment to the motion to make that change.

The amended motion is to recommend to Council that for the next year the "Class B" Intoxicating Liquor license fee be reduced from \$350 to \$50, the Class "B" Malt Beverage license fee be reduced from \$100 to \$10, and late fees be waived.

Ald. Lendrum noted that, while the proposal was compassionate, it was also smart to help businesses survive and provide employment in the current economic environment.

Committee reviewed the alcohol license fee schedule. Committee confirmed the motion only covered the Class B license holders. Committee discussed other businesses that pay an annual license fee that have also been impacted by the Stay at Home order. Mayor Kaufert noted that most of the other licenses are State licenses. Deputy Clerk Cheslock listed several other annual city licenses, including extension of premise, amusement device, and dancehall. Chairperson Bates estimated that the motion would cost the City about \$20,000 in revenue.

Ald. Stevenson discussed the need to have a more complete revenue and expenditure picture before action is taken. He expressed support for a 50% reduction in the license fees. He stated a need to balance responsibility to these businesses with responsibility to other City taxpayers.

There being no further discussion, Chairperson Bates called for the question. Motion passed 4-1 (Ald. Stevenson voting No).

BOTS Summer Speed Enforcement Grant: Assistant Chief Bernice reviewed his request for approval for the Neenah Police Department to participate in the Bureau of Transportation Safety (BOTS) Speed Enforcement grant that runs from June 1, 2020 to September 30, 2020. Winnebago County will be the fiscal agent for this grant. Agencies within Winnebago County can participate and apply for reimbursement of wages and fringes for officers who worked on speeding and aggressive driving enforcement during the required dates and times. He reviewed the activity performed through this grant in 2019. He stated that total costs in 2019 were \$5,887 and the City share was \$1,472.

REPORT

Following discussion, **Motion/Second/Carried Lang/Lendrum to recommend Council approve Neenah Police Department participation in the Winnebago County Speed Task Force 2020 Summer Speed Enforcement Grant from June 1 to September 30, 2020.** All voting aye

We Energies Easement Request – Tullar Garage: Director Kaiser reviewed his memo of May 4, 2020, regarding an electric distribution easement requested by We Energies on the Tullar Garage property. The need for the easement was initiated by the City's request to get electric service to the drop-off attendant's hut. In preparing that work, We Energies determined that an easement had not been received for their primary cable that was placed at the time that the Tullar Garage was constructed. He reviewed the easement location. Committee discussed the service line to the attendants hut.

REPORT

Following discussion, **Motion/Second/Carried Lang/Stevenson to recommend Council approve a Distribution Easement – Underground for We Energies work request 4491109 on the Tullar Garage site.** All voting aye.

Licenses:

Beverage Operator License Applications: The Committee reviewed the beverage operator license applications for Debra L. DeRoche, Ariaah Dubord, Karla Klundt, Janelle R. Potvin, and Andrea L. Reinke.

C.A.

Following discussion, **Motion/Second/Carried Lendrum/Spellman to recommend Council approve beverage operator license applications for Debra L. DeRoche, Ariaah Dubord, Karla Klundt, Janelle R. Potvin, and Andrea L. Reinke.** All voting aye.

Beverage Operator License Application - Delinquent Payment: Committee reviewed the beverage operator license application for Michele L. Bauer.

C.A.

Following discussion, **Motion/Second/Carried Lendrum/Spellman to recommend Council approve the beverage operator license application for Michele L. Bauer contingent on payment of all delinquent City fees.** All voting aye.

2020-2021 Renewal of Retail Class "A" and Class "B" Liquor/Beer Licenses: Committee reviewed the license renewals. Committee discussed delinquent payment amounts and circumstances.

C.A.

Following discussion, **Motion/Second/Carried Bates/Stevenson to recommend Council approve the Class "A" and Class "B" Liquor/Beer License renewals, provided in Exhibit A of the agenda, contingent upon payment of all delinquent City fees.** All voting aye.

Public Works General Construction and Department Activity

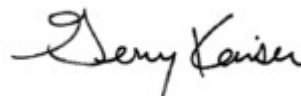
- 1) Contract 7-19 (Breezewood Sanitary Sewer) – The sanitary sewer interceptor has been installed from Breezewood Lane to a point approximately 2,300 feet north. The Breezewood Lane portion of the project was pulverized the week of May 4. Preparation for rock blasting also started that week but ran into high groundwater conditions, which caused work to halt. Work is expected to resume on May 11. The

- 2) general schedule for the remaining work is: 1 week – Blasting, 3 weeks - Install pipe, 1 week - road work, 1 week - shouldering and landscaping. Committee discussed the blasting operation and pre-blast inspections.
- 3) Contract 1-20 (Abby, Bond, Center, Clybourn) – Utility main work on Center Street is complete. Sanitary main work is complete on Bond St. Storm sewer work on Bond St is ongoing.
- 4) Contract 2-20 (Utilities - Van, Monroe) – Utility main work is complete. Utility service work will begin shortly.
- 5) Contract 3-20 (Street - Van, Monroe, Gillingham) – Gillingham Rd has been pulverized. Excavation will follow.
- 6) Contract 4-20 (Green Bay, Tullar) – Bids were opened on April 8. Director Kaiser informed the Committee that the City was not awarded grant funding for the project. An award recommendation will be brought to the next Board of Public Works meeting.
- 7) Contract 5-20 (Utilities - Lakeshore) – Utility main installation is complete. Service line replacement work is ongoing.
- 8) Contract 6-20 (Street - Lakeshore) – A May 27 bid opening has been scheduled.
- 9) Contract 7-20 (Fire 32 Apparatus Bay Roof) – The contractor schedule has not been set.
- 10) Courtney Court – Paving was completed the week of May 4.
- 11) E-waste Collection Event – We were informed on May 7 by Recyclethatstuff that they are able to hold their previously cancelled May 30 collection event if we are willing. We have told them to go ahead with the event using appropriate safeguards. We are getting event information out on the city website and social media. Director Kaiser noted that he was not aware of any sponsorship to cover the cost of collected items, so customers will need to pay for certain items. Committee discussed the possible number of customers for the event and expressed concern that adequate staffing is in place.
- 12) Downtown Traffic Study – The consultant is completing reports for staff review covering traffic assignments for the Hewitt Lot and Blue Lot structure options, the Main/Torrey intersection analysis, and the Green Bay Road roundabout analysis.

Future Agenda Items: Chairman Bates requested a future discussion of bike riding on sidewalks in the downtown.

Adjournment: **Motion/Second/Carried Lendrum/Stevenson to adjourn at 7:55 p.m. All voting aye.**

Respectfully submitted,



Gerry Kaiser, PE
Director of Public Works



Fw: Beer & Liquor Municipal Fees

Dean R Kaufert to: Margaret M Bates, Todd M Stevenson, Jane B Lang, Cari Lendrum, Stephanie J Spellman
Cc: Gerry J Kaiser, Mike Easker, Jim G Godlewski

05/11/2020 10:15 AM

FYI: Scott Stenger (Wisconsin Tavern League) asked me to share this.

List as of this date.... I'm told by Mark Rohloff, City Manager the City of Oshkosh is waiving to minimum Staff is checking on Appleton, Menasha and Fox Crossing.

Sorry, I would prefer to stay out of this one but Paula asked I share this.

Dean

From: "Scott Stenger" <scott@stengergov.com>

Mr. Mayor -

Here is a list of municipalities who lowered or eliminated license fees to our member establishments. Let me know if you have any questions and thanks for any support you may be able to provide.

The City of Two Rivers
Phillips
City of Green Bay
De Pere
Howard,
Lacrosse
Delavan
Little Chute
Cottage Grove lowered \$275
Reedsburg Lowered 50%
Two Rivers
Milwaukee
South Milwaukee
Superior
Altoona
Village of Turtle Lake
Mondavi
Blair
Town of Linwood
Stevens Point
New Holstein
Muskego lowered 50%
Ellsworth Lowered \$200
most municipalities in Kewaunee County

Unless otherwise noted the above have lowered fees to the class B minimum of \$50 and waived class B beer fee.

This information was submitted by members in these municipalities.



211 Walnut Street, P.O. Box 426, Neenah WI, 54957-0426
Phone: (920) 886-6100 - Fax: (920) 886-6109
E-mail Address: psturn@ci.neenah.wi.us

Enclosed please find your renewal paperwork for the next licensing year for the licenses listed below. **The applications have been pre-populated with the information from last year's applications. Please review and make any necessary changes.** Make sure to check the Wisconsin Seller's Permit Number and Federal Employer Identification Number are correct. A renewal application can only be used if the entity is identical to the previous licensing year. If there are any changes from individual to partnership to corporation (or vice versa) it is considered a new licensing situation and you must complete a new original application. Contact the Clerk's office for the proper forms.

<u>Liquor License & Misc.</u>	<u>Trans Code</u>	<u>License Fees</u>
___ Cigarette	CI	\$ 100.00
___ "Class A" Malt Beverage	LL	\$ 200.00
___ "Class A" Intoxicating Liquor	LL	\$ 400.00
<u>1</u> "Class B" Malt Beverage	LL	\$ 100.00
<u>1</u> "Class B" Intoxicating Liquor	LL	\$ 350.00
___ "Class C" Wine	LL	\$ 100.00
<u>1</u> Fee for publishing liquor/malt applications **	PU	\$ 22.00
___ Dance	PD	\$ 25.00
<u>7</u> Amusement Device (any coin operate machine)	AD	\$ 40.00/machine

Section 125.51(1)(c) of the Wisconsin Statutes provides that "All applications for liquor licenses shall be filed on or before April 15th."

Please submit all application for the above licenses by April 15th. We recommend you conduct an audit of the number of amusement devices you have on premise as inspectors will verify the number shown on the application. Listed above is the number you had last year. The Public Service and Safety Committee will meet on May 12th to consider all applications.

NEW 2020: A \$50 late fee will be charged for any paperwork submitted after the April 15th deadline. If fees are not paid by June 15th, a \$20 a day late fee will be assessed. If this occurs the Police Department will visit your establishment to shut you down until all fees and late fees have been paid.

**** Note:** By State law, license fees are no longer required to be paid upon filing of your application; however, the liquor license publication fee (\$22.00) is due by April 15, 2012. State Law also mandates the publication of all "Class A" and "Class B" license applications.



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: May 20, 2020
TO: Mayor Kaufert and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: State–Municipal Agreement - S. Commercial Street Reconstruction

Attached is the State – Municipal Agreement (SMA) for the S. Commercial Street reconstruction project. The agreement is similar to SMAs that we've entered into on other WisDOT projects - most recently, the Breezewood Interchange, Wisconsin Avenue paving and Adams Street Bridge. As you can tell from that list, it has been some time since we have been involved in a WisDOT project.

Below are several notes about the project and the agreement.

1. Costs in excess of the capped amount. The Summary of Costs table lists a Total project estimate of \$7,892,100 for participating items. This is the project cap for Federal cost share. If the cost of participating items exceeds the capped amount, those additional costs are 100% local costs.
2. The Federal share of the Total project is \$5,668,528 and the City share is \$2,223,572.
3. Non-participating items are commonly City utility adjustments.
4. The project is scheduled for construction in 2025.
5. Design is a City cost. As we have typically done on these types of projects, we will solicit proposals for work to comply with WisDOT standards and enter into a 2- party agreement with a consultant.
6. Real estate is a City cost. Most of the real estate is expected to be in the form of temporary easements for construction and small fee acquisitions to accommodate sidewalk work at intersections. In the more recent projects of this type, we have paired professional services to complete this work with the design contract.

Staff recommends approval of the State–Municipal Agreement for Project 4993-01-00_01, S. Commercial Street Reconstruction.



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROJECT**

**Program Name: URBANIZED AREA
STP-URBAN
Population Group: over 200,000
Sub-program #: 206
Cycle: 2020-2025**

Date: MAY 14, 2020
I.D.: 4993-01-00_01
Road Name: COMMERCIAL STREET
Limits: STANLEY STREET – TYLER STREET
County: WINNEBAGO
Roadway Length: 1.5 MILES
Functional Classification: MINOR ARTERIAL
Project Sponsor: CITY OF NEENAH

The signatory, City of Neenah, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **The existing 2-lane 48-foot wide facility consists of two different pavement sections. The southern segment is the original concrete pavement constructed in 1969 and 1972. This segment has significant pavement and joint failure. The northern segment is asphalt overlay on concrete pavement. This section has rutting, and cracking related to underlying deteriorated concrete pavement and utility trenches. The pavement has a rating of 5. The last improvement was in 2013. The existing municipal utilities under the pavement are also in need of repair or replacement. There are existing traffic signals at two intersections.**

Proposed Improvement - Nature of work: **The proposed project is to reconstruct Commercial Street with a 48-foot wide concrete urban cross section. Proposed roadway to include bike accommodations, curb and gutter, storm sewer, street lighting, traffic signals upgrades will be evaluated, traffic signal conduit will be replaced, pavement marking, signing and sidewalks. There will be moderate grading. Real estate acquisition will be in the form of fee and temporary limited easements.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **None identified at this time.**

The Municipality agrees to the following 2020-2025 Urbanized Area project funding conditions:

Project construction costs are funded with up to 80% federal funding up to a funding limit of \$5,668,528. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$5,668,528 federal/state funding limit. **Design and real estate acquisition is 100% locally funded and the responsibility of the**

Municipality. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2025. **In accordance with the State’s sunset policy for Urbanized Area STP-Urban projects, the subject 2020-2025 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal or State funding exceed the estimate of \$5,668,528 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State’s Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4993-01-00					
State Review	\$22,200	\$0	0%	\$22,200	100%
ID 4993-01-01					
Participating Construction	\$7,100,000	\$5,114,078	80% *	\$1,985,922	20% + BAL
Non-Participating Construction	\$0	\$0	0% *	\$0	100%
State Review	\$769,900	\$554,450	80% *	\$215,450	20% + BAL
Total Est. Cost Distribution	\$7,892,100	\$5,668,528	N/A	\$2,223,572	N/A

*Design ID# 4993-01-00 federal funding is limited to **\$0**.

*Construction ID# 4993-01-01 federal funding is limited to **\$5,668,528**.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality.
Signed for and in behalf of: **City of Neenah** (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title	Date
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GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin’s approved 2020-2025 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. State review services for construction.
5. The work will be administered by the State and may include items not eligible for federal participation.
 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2020-2025 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.
 - h. Real estate for the improvement
 - i. Preliminary engineering and design
 - j. State review services for design.
 - k. Other 100% Municipality funded items: None identified at this time.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat.51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2020-2025 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special

provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under Municipal Responsibilities and Requirements.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.

20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2020-2025 Urbanized Area STP-Urban project funding conditions:
 - a. ID 4993-01-00: Design is funded 100% by the Municipality. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality.
 - b. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the Municipality.
 - c. ID 4993-01-01: Construction:
 - i. Costs for roadway reconstruction are funded with 80% federal funding when the municipality agrees to provide the remaining 20%.
 - ii. Non-participating costs are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

[End of Document]



Department of
Parks & Recreation

TO: Mayor Kaufert, Chair Bates and Members of the Public Services and Safety Committee
FROM: Michael T. Kading, Director of Parks & Recreation *mak*
DATE: May 22, 2020
RE: Wisconsin DNR Boating Grant Application

Per policy, the Parks and Recreation Department is seeking permission to apply for a Wisconsin Boating Grant through the Department of Natural Resources to offset the costs of completing dredging of the Rec Park Boat Launch.

Time Line of Activities

- \$125,000 was budgeted in 2018 for the project.
- Stantec was hired in 2019 to complete engineering, construction documents, obtain permits and provide an opinion of probable costs
- Stantec completed their work in January 2020 with the final permit being received on January 14, 2020.
- In May, per DNR requirements, the Parks and Recreation Dept. informed officials of intent to apply for a grant

Projected Project Costs

Stantec (2019):	\$27,300
Opinion of Probable Cost including 10% Contingency and Construction Administration	\$125,890
Total Est	\$153,190

Proposed Grant Application: \$76,595 (50% of overall costs)

City Cost Share: \$76,595

Proposed Time Frame

- Grant Application June 2020
- Grant Award August 2020
- Bid Advertisement August 2020
- Bid Award September 2020
- Construction October - December

The Parks and Recreation Commission has reviewed and recommends the grant application to offset the costs of completing dredging of the Rec Park Boat Launch.

Attached you will find the resolution that is required for a DNR Grant application.

Action Needed: A motion to recommend to the Common Council acceptance of the resolution granting permission to the Parks and Recreation Department to apply for a Wisconsin DNR Boating Grant to offset the costs of completing dredging of the Rec Park Boat Launch.

Creating Community Through People, Parks & Programs



RESOLUTION NO. 2020-10

A RESOLUTION AUTHORIZING THE PARK AND RECREATION DEPARTMENT TO APPLY FOR A WISCONSIN BOATING GRANT TO ASSIST IN THE DREGING PROJECT AT THE REC PARK BOAT LAUNCH

WHEREAS, the Boat Launch at Rec Park has become unsafe and too shallow for use by the public due to sediment and debris collecting in the water; and,

WHEREAS, the City of Neenah has budgeted \$125,000 in Capital Improvement Funds to complete the dredging of the Rec Park Boat Launch; and

WHEREAS, the City of Neenah has completed engineering, construction documents and received the necessary Wisconsin Department of Natural Resources ("WDNR") permits to complete the dredging project; and

WHEREAS, the WDNR offers a Wisconsin Boating Grant Program that provides a 50% grant for waterfront improvement projects like the Rec Park Boat Launch Dredging Project; and,

WHEREAS, the City of Neenah hereby requests Council authorization to apply for a WDNR Boating Grant for the purpose of completing the dredging project at the Rec Park Boat Launch.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NEENAH, WISCONSIN this 3rd day of June, 2020, that the Common Council, pursuant to Policy 2015-1, Grant Administration Policy, authorizes the Park and Recreation Department to apply for a Wisconsin Boating Grant and further authorizes Michael Kading, Director of Parks and Recreation to act on behalf of the City of Neenah to:

Submit an application to the Department of Natural Resources for financial assistance;

Sign Documents; and

Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the City of Neenah will comply with state and federal rules for the WDNR grant programs; may perform force account work, maintain the completed project in an attractive, inviting and safe manner; will keep the Rec Park Boat Launch open and available for the public during

reasonable hours; and will obtain approval from the WDNR before any changes is made in the use of Rec Park Boat Launch.

Recommended by: Public Services &
Safety Committee

CITY OF NEENAH, WISCONSIN

Moved: _____

Dean R. Kaufert, Mayor

Passed: _____

Stephanie A. Cheslock, Acting City Clerk

I hereby certify that the foregoing resolution was duly adopted by the City of Neenah Common Council at a legal meeting on the 3rd of June, 2020.

Authorized Signature _____

Title: Acting City Clerk



M E M O R A N D U M

DATE: May 22, 2020
TO: Chairperson Bates and Members of the Public Services and Safety Committee
FROM: Brad Schmidt, AICP, Deputy Director of Community Development
RE: Building Code Sec. 21-39(c)– Swimming Pool Protective Enclosures (**Ordinance 2020-08**)

Summary

The City's Building Code Sec. 21-39 regulates swimming pools within the City. Swimming pools are defined by Sec. 21-39 (a) as any structure, basin, chamber or tank containing or capable of containing an artificial body of water for swimming, diving, or recreational bathing, having a depth of two feet or more at any point. All swimming pools within the City are required to be enclosed with a fence which is a minimum 44 inches above grade. The code also allows exceptions to the fence requirement when **above ground** pools have wall heights higher than 44 inches or when a pool dome or a pool cover which can hold 100 pounds per square-foot is installed. In-ground or at-grade swimming pools are not included in this exception. All in-ground swimming pools are required to install a minimum 44 inch tall fence completely surrounding the pool.

The majority of swimming pool permits in the City are above ground and include wall heights of greater than 44 inches. Therefore, fencing is not required. However, the City also receives requests for in-ground pools. As mentioned above, all in-ground pools are required to install fencing completely surrounding the pool. From time-to-time, the City receives requests from property owners to install pool covers which can withstand 100 pounds per square-foot in-lieu of the fencing requirement. Per the current Code, none of these requests for pool covers have been granted.

In researching our surrounding municipalities in the Fox Cities, it appears four of them allow in-ground pools with pool covers which can hold 100 pounds per square-foot in lieu fencing. Those communities include City of Appleton, Village of Harrison, City of Menasha, and Town of Grand Chute. In addition, three municipalities do not permit pool covers in-lieu of fencing for in-ground pools and they include Village of Fox Crossing, City of Kaukauna, and Village of Little Chute.

Fencing completely surrounding in-ground pools is meant to provide a level of safety and prohibit unauthorized entrance into the pool especially for a wondering young child. Fencing is obviously not completely full-proof. A property owner could leave the gate open or the latching on the gate could fail due to mechanical issues.

Pool covers are becoming more popular with home owners as they provide many benefits beyond safety such as helping to insulate the pool and maintain the water temperature and provide a barrier from leaves and debris from entering the pool. However, pool covers, whether manually mounted or are part of an automatic system, still present safety concerns relative to the human element. Pool covers require the property owner to install the cover when the pool is not in use. When the cover is placed correctly and can hold 100 pounds per square-foot, it provides a high-level of safety.

The City's Chief Building Inspector has safety concerns about the human element involved with pool covers. When the pool is not in use, a pool cover is required to be installed over the pool. Pool covers, in the Chief Building Inspector's perspective, serve as a viable secondary safety measure to fencing, not as the primary safety measure. However, as technology continues to improve relative to pool covers, research shows that

May 22, 2020 – Page 2

many of the new pool covers can be installed automatically via a switch as the pool cover is automatically rolled out over the pool.

Before the Committee is a request to amend Municipal Code Sec. 21-39(c)(2) regarding exceptions to the fencing requirement. In essence, the code amendment would allow pool covers which can hold 100 pounds per square-foot for both above ground pools and in-ground pools as a permissible exception to fencing. The proposed amendment would bring the City in conformity with other municipalities in the Fox Cities. Staff is not taking a strong opinion whether to approve or deny the proposed amendment. In Staff's perspective, there are pros and cons to the amendment which would give property owners flexibility to install a fence or an approved pool cover. Again, the City has received multiple requests to allow pool covers in-lieu of fencing as the technology continues to improve and the cost of pool covers become more acceptable to property owners.



211 Walnut Street
Neenah, WI 54956

AN ORDINANCE: By the Neenah Public and Services Committee
Re: Amending Neenah Municipal Code Section 21-39(c) of the Building Code relating to pool protective enclosures.

ORDINANCE NO. 2020-08

Introduced: _____

Committee/Commission Action: _____

AN ORDINANCE

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

Section 1. That Neenah Municipal Code, Section 21-39(c) of the Building Code is hereby amended by eliminating the stricken language to read as follows:

Sec. 21-39(c) *Protective enclosures required.*

(1) *Fencing.* All private residential swimming pools, whether in ground or above ground types, shall be enclosed with an adequate and secure fence at least 44 inches high above adjoining grade to prevent straying into pool area. Required fences shall be constructed to prohibit the passage of a six-inch sphere between fence members, and the bottom of said fence shall be no more than two inches above the existing ground elevation. Any gates installed shall be constructed so as to be capable of being locked, and shall be closed and secured so as to prevent unlatching by persons outside the pool area when the pool is not in use.

(2) *Exception.* A pool dome or pool top fencing, attached to the pool to extend at least 44 inches above the ground, or a pool cover capable of supporting 100 pounds per square foot of area are acceptable substitutes for fencing ~~above-ground~~ pools. Pool covers shall be fixed securely in place at all times when the pool is not in use. Abovegrade pools with walls that are at least 44 inches high at all points around said pool or having platforms and railings that are 44 inches or more in height abovegrade are also not required to be enclosed as provided in Subsection (c)(1) of this section, but the ladders and stairways providing access to said pools shall be removed, raised or gated and secured to prevent entry whenever the pool is not in use.

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

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

Approved:

Adopted: _____

Dean R. Kaufert, Mayor

Published: _____

Attest:

Stephanie Cheslock, Deputy City Clerk

Public Services & Safety Committee May 26, 2020

Beverage Operator License Applications

New/Renewal	Last Name, First Name, MI	Municipality	Place of Employment			
Renewal	Bortoluzzi, Lorie A.	Neenah	Not listed			
Renewal	Delano, Katherine J.	Larsen	Sidetracked Bar & Grill			
Renewal	Hanson-Holt, Carole J.	Appleton	SherryTown Station			
Renewal	Nachreiner-Wickman, Chelsie C.	Menasha	Uncorked			
Renewal	Olsen, Kacie J.	Neenah	Copperstill Bourbon Bar			



MEMORANDUM

DATE: May 21, 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 7-19 (Breezewood Sanitary Sewer) – The sanitary sewer interceptor has been installed from Breezewood Lane to a point approximately 2,300 feet north. Rock blasting is complete. Pipe laying is scheduled to start on May 27.
- 2) Contract 1-20 (Abby, Bond, Center, Clybourn) – Utility main work is complete on Center Street and Bond Street. Water main work is nearly complete on Clybourn Street. Work on Abby Avenue will start the week of May 25.

A change order is being processed for additional storm sewer installation on Abby Avenue from Matthewson to the west. This has been discussed with staff from both Menasha and We Energies. This storm line would ultimately be extended to Little Lake Butte des Morts through the current We Energies substation parcel. That substation is scheduled for decommissioning in the next two years. The new storm line will replace the current storm main in Menasha on Madison Street that outfalls to Little Lake Butte des Morts. That storm sewer runs through the Neenah-Menasha Wastewater Treatment Plant, which makes access very difficult and the consequence of a failure concerning.

- 3) Contract 2-20 (Utilities - Van, Monroe) – Utility main work is complete. Utility service work is ongoing.
- 4) Contract 3-20 (Street - Van, Monroe, Gillingham) – Gillingham Rd excavation is scheduled for completion by May 22.
- 5) Contract 4-20 (Green Bay, Tullar) – A pre-construction meeting is scheduled for June 1.
- 6) Contract 5-20 (Utilities - Lakeshore) – Excepting the northernmost storm sewer outfall, utility installation is complete.
- 7) Contract 6-20 (Street - Lakeshore) – The bid opening is scheduled for May 27.
- 8) Contract 7-20 (Fire 32 Apparatus Bay Roof) – The contractor schedule has not been set.
- 9) Green Bay Rd – As part of a Fox Crossing storm sewer project, Green Bay Road will be closed between North Street and Chapman Avenue. The closure is scheduled to start on May 27 and end on June 1.
- 10) E-waste Collection Event – The event is scheduled for May 30 at the Tullar Garage.
- 11) Downtown Traffic Study – A draft report has been received regarding traffic assignments and impacts for the Hewitt Lot structure option.
- 12) Recycling Grant - We received notification of the 2020 Recycling Grant Award. The grant amount is \$202,087.28. Below is a listing of past grant awards.

2008	\$335,952.46		2012	\$202,619.54		2016	\$192,076.53
2009	\$301,867.96		2013	\$202,831.40		2017	\$201,853.38
2010	\$302,598.49		2014	\$202,575.92		2018	\$201,820.65
2011	\$195,637.74		2015	\$202,571.33		2019	\$202,084.53