#### CITY OF NEENAH PUBLIC SERVICES AND SAFETY COMMITTEE MEETING Tuesday, January 8, 2019 - 6:30 PM Hauser Room - City Administration Building

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

### <u>A G E N D A</u>

- 1. Approval of Minutes of the December 11, 2018, Regular Meeting (Minutes can be found on the City website)
- 2. Public Appearances
- 3. Downtown Traffic Study Presentation by MSA Professional Services (Attachment)
- 4. Propose Laudan Boulevard Vacation (Attachment)
- 5. Harrison Street Angle Parking at Washington Park (Attachment)
- 6. Provision of Additional Refuse/Recycling Carts (Attachment)
- 7. Approval of Preliminary Resolution 2018-29: Sanitary Sewer Lateral Construction (Caroline Street, Stanley Court, Thomas Court, Stanley Street, Stevens Street, Fifth Street, Courtney Court) (Attachment)
- 8. Licenses a. Beverage Operator License Applications (Attachment)
- 9. Announcements / Future Agenda Items
- 10. Adjournment

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminated 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, December 11, 2018 - 6:30 PM Hauser Room - City Administration Building

Present: Aldermen Bates, Hillstrom, Lang, Lendrum and Stevenson

**Also Present:** Mayor Kaufert, City Attorney Godlewski, Director of Public Works Kaiser, Deputy Director of Community Development/Assessment Schmidt, Police Chief Olson, Police Captain Gonzalez, Police Lieutenant Kuffel, Traffic Engineer Merten

#### Minutes:

Motion/Second/Carried Lendrum/Hillstrom to approve the minutes of the November 27, 2018, Regular Meeting. All voting aye.

#### Public Appearances: None.

<u>Street Discontinuance - Coral Court</u>: Deputy Director Schmidt reviewed a request for discontinuance of Coral Court, a publically dedicated right-of-way north of Winneconne Avenue between Lorraine Avenue and Reddin Avenue. The street was platted as part of the Coral Court subdivision in 1969 but the street improvements were never made. Coral Court, the lots platted in the subdivision and several other adjacent properties are being consolidated into a single parcel. Deputy Director Schmidt noted the future use of the site and aspects of the site plan intended to address the concerns of adjacent residents.

REPORT

Following further discussion, Motion/Second/Carried Lang/Stevenson to recommend Council approve the proposal to discontinue Coral Court (Resolution 2018-27). All voting aye.

<u>Sniper Rifle Replacement</u>: Captain Gonzalez reviewed his December 11, 2018, memo requesting authorization to purchase a new sniper rifle that will serve to replace a rifle that failed to meet standards. Staff is proposing to replace a JP Enterprises AR-10 platform .308 Win with an Accuracy International .308 Win, bolt action rifle. The cost is \$4,000. Capt. Gonzalez reviewed the purchase history of the JP Enterprises rifle. He noted the staff evaluation that was done prior to the purchase and the performance of the purchased weapon. He stated that the JP Enterprises rifle, while acceptable for many purposes, does not perform to the standards for a sniper rifle. He noted that the other sniper rifle in the department is also an Accuracy International bolt-action rifle. He noted that another scope will be needed in the future but that the need will be due to the end of life for the scope and not related to the new rifle.

Committee discussed product warranties for the JP Enterprises rifle. Lt. Kuffel indicated that the department had numerous contacts with the manufacturer to try to address the accuracy issues and had the gun examined and serviced by the company. He stated that there is no guarantee that the test and evaluate rifle provided by the company would perform the same as the purchased weapon. He noted contact with other area departments that have the same rifle and are experiencing the same problem.

Committee discussed the disposition of the JP Enterprises rifle. Capt. Gonzalez requested that the Council allow the department to keep that rifle in their armory and repurpose it for other tactical uses. Lt. Kuffel outlined how this weapon would be managed. Capt. Gonzalez noted that it has a 10 to 15 year life. Ald. Stevenson expressed a concern with the expectation that the department will request that this rifle be replaced at the end of its service life so that allowing the department to keep it at this point effectively increases the department equipment.

Following further discussion, Motion/Second/Carried Lang/Hillstrom to recommend Council approve purchase of an Accuracy International, .308 Win, bolt action rifle to replace the JP Enterprises rifle for an estimated cost of \$4,000, with funds from the Police Department 2018 Capital Outlay budget and that the department be allowed to keep the JP Enterprises AR-10 rifle. All voting aye.

Extension of Premise: Committee guestioned Chief Olson if he was aware of any reports from other communities where drive-up alcohol sales are allowed. Chief Olson stated that he hasn't heard anything negative. He expressed that since these services are fairly new, it may be too early to tell how they are working. He stated that the time lag between ordering and being able to collect an order should help to reduce problems. He indicated that this issue will be discussed at the next area police enforcement group meeting in early 2019. He discussed the appropriate way for store staff to handle an inebriated customer. He emphasized that they cannot physically detain the customer but should do their best to stall the customer until law enforcement arrives. Committee discussed the procedures used at various establishments when underage individuals try to purchase alcohol. Committee discussed the checks that are periodically made at alcohol selling establishments to ensure compliance with the law regarding sales to underage or inebriated customers. Ald. Stevenson noted the conditions in the proposed ordinance were patterned after the conditions that Walmart had established as their store policy. He also noted that the conditions in the Festival Foods store policy were different. He expressed support for an ordinance that would codify a set of conditions for this type of service.

Committee discussed the potential movement of a request from convenience stores to sell alcohol if a drive-up sales ordinance is approved. Committee discussed potential circumstances where a grocery store also sells gasoline as is done at the Costco and Meijer Foods sites in the Fox Valley. Mayor Kaufert noted that liquor stores may also be interested in offering this type of service. Committee noted that the conditions contained within the ordinance would need to consider the possibility that other alcohol selling businesses will want to provide a drive-up collection service.

Chairman Bates expressed a concern that there are still no clear observations or lessons that can be learned from other communities where this service is allowed. She expressed support for a public hearing if an ordinance moves forward. She related comments that she has heard regarding the desirability of the low-level alcohol atmosphere in the City. She noted concerns with the proposed ordinance but expressed a desire to develop something that can work.

Ald. Lendrum stated that she is opposed to allowing this type of service. She expressed concern with the ability of store staff to determine if a buyer is inebriated at the time of collection given the limited contact time. She stated that this type of service will add to the alcohol problem. Committee discussed the training that beverage operator license holders have to determine if customers are inebriated and should not be served.

Committee discussed the ordinance language relative to the quality of the captured images of a transaction. Chairman Bates expressed concern with moving forward on an ordinance at this point. City Attorney Godlewski indicated that the purpose of the discussion was to gather Committee input and direction. Ald. Lang requested that staff provide a tabular comparison of the conditions noted in the various polices, ordinances, and guidelines that have been provided to Committee.

Following further discussion, Motion/Second/Carried Stevenson/Lang to postpone consideration of an ordinance governing drive-up alcohol sales until March and direct staff to provide a revised ordinance at that time based on Committee discussion. All voting aye.

<u>Memorandum of Understanding with Town of Neenah on Courtney Court Project</u>: Director Kaiser reviewed the 2019 reconstruction of Courtney Court project between the City and the Town of Neenah. The City plans to take the opportunity of the street reconstruction to replace the sanitary sewer facilities under the road and to extend a section of water main from the southeast bend in the court to Green Bay Road. The proposed Intermunicipal Agreement with the Town of Neenah provides that the Town will design and administer the project and bill the City periodically based on actual costs. Committee discussed the possibility of Town property owners choosing to annex in order to connect to city water at this time. They questioned how information about the project could be provided to Town residents to make them aware of this. Director Kaiser indicated that staff was concerned that such contact not be considered a solicitation for annexation. Mayor Kaufert stated that he would contact the Town chairperson to discuss the matter.

#### Following further discussion, Motion/Second/Carried Lang/Stevenson to recommend Council authorize the appropriate city officers to sign the Intermunicipal Agreement for the Courtney Court reconstruction project. All voting aye.

<u>We Energies Easement Request - Lake Edge Lift Station</u>: Director Kaiser reviewed the request by We Energies for a 12-foot easement at the site of the Lake Edge Lift Station. He stated that this work will replace the city-owned transformer that regulates the power to the lift station with a We Energies-owned transformer. He stated that staff believes that We Energies is better positioned to make timely corrections to this type of equipment should problems arise, thereby reducing potentially huge negative impacts of a failure on upstream sanitary sewer customers. This change will increase our charges from We Energies by about \$210 per year from about \$1,860 annually to about \$2,070.

Following further discussion, Motion/Second/Carried Lang/Hillstrom to recommend that Council approve a Distribution Easement - Underground for We Energies work request 4103922. All voting aye.

Intersection Control Policy: Traffic Engineer Merten reviewed the current draft of the intersection traffic control policy. He noted that the purpose of the policy is to provide a consistent, justifiable placement of intersection traffic control. He noted that, based on prior Committee discussion of the policy, the current draft provides stronger criteria for control placement at intersections that abut schools. He reviewed the "Proposed Affected Intersections List" and discussed the rationale behind changes proposed at several intersections. He indicated that the intent is to implement the policy over the next several years. He outlined the proposed implementation plan. Committee reviewed the map of proposed changes. Committee discussed situations where a control is being downgraded from STOP control to YIELD control. Traffic Engineer Merten noted that the policy provides that an on-site assessment be done at any intersection that is proposed to be downgraded to a less restrictive control. Committee discussed the need and methods for providing public information about the policy and proposed changes. Committee discussed public perception of the plan. Committee discussed the procedural steps for final Council approval of any change. Traffic Engineer Merten explained that Council will need to act on the Official Intersection Control Map in order to finalize any of the changes. Committee discussed whether the proposed plan needed to be encapsulated in formal policy or if it could be a departmental planning document.

Following further discussion, Motion/Second/Carried Stevenson/Lang to recommend that Council accept the intersection traffic control plan as presented, instruct staff to implement changes per the plan, and report changes to Council for final approval. All voting aye.

### Licenses:

REPORT

<u>Beverage Operator License Applications</u>: The Committee reviewed the beverage operator license applications for Angelica D. Edler, McKenzie P. Johnson, Nicholas J. Lauer, Amber L. Long, Kendra S. Redlin and Timothy W. Sommer.

Following discussion, Motion/Second/Carried Hillstrom/Lendrum to recommend Council

→ approve beverage operator license applications for Angelica D. Edler, McKenzie P.
 ○ Johnson, Nicholas J. Lauer, Amber L. Long, Kendra S. Redlin and Timothy W. Sommer.

All voting aye.

<u>Temporary Class "B" Beer (Picnic) License Application- Bergstrom-Mahler Museum</u>: The Committee reviewed the request for a temporary Class "B" beer (picnic) license application from the Bergstrom-Mahler Museum, 165 N. Park Avenue for the Art After Dark events to be held on 1/17/19, 2/21/19, 3/21/19, 4/18/19, 5/16/19, 6/20/19, 8/15/19, 9/19/19, 10/17/19, 11/21/19 and 12/19/19. Chairman Bates related that City Attorney Godlewski had informed her that there is not an annual limit on the number of events that can be held under this type of license.

Following discussion, Motion/Second/Carried Lang/Hillstrom to recommend Council approve the temporary Class "B" Beer (picnic) license to Bergstrom-Mahler Museum, 165 N. Park Avenue for the Art After Dark events to be held on 1/17/19, 2/21/19, 3/21/19, 4/18/19, 5/16/19, 6/20/19, 8/15/19, 9/19/19, 10/17/19, 11/21/19 and 12/19/19. All voting aye

Pawnbroker/Secondhand Dealer License Applications:

Committee reviewed the secondhand article dealer license renewal for Don Father Games 675 S Green Bay Road.

Following discussion, Motion/ Second/Carried Hillstrom/Lendrum to recommend Council approve the secondhand article dealer license renewal for Don Father Games, 675 S.
 Green Bay Road. All voting aye.

Committee reviewed the secondhand article dealer license renewal for EcoATM, LLC, 1155 W. Winneconne Avenue.

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

Committee reviewed the secondhand article dealer license renewal for Great Estates, 1554 S. Commercial Street.

Following discussion, Motion/ Second/Carried Lang/Lendrum to recommend Council approve the secondhand article dealer license renewal for Great Estates, 1554 S. Commercial Street. All voting aye.

Committee reviewed the secondhand article jewelry dealer license renewal for J. Anthony Jewelers, 220 S. Commercial Street.

Following discussion, Motion/Second/Carried Lang/Lendrum to recommend Council approve the secondhand article jewelry dealer license renewal for J. Anthony Jewelers, 220 S. Commercial Street. All voting aye.

<u>Change of Agent - Walgreens #10236</u>: The Committee reviewed the change of agent for Walgreens #10236, d/b/a Walgreens, 1191 Westowne Drive - Stephanie S. Schroeder.

Following discussion, Motion/Second/Carried Lendrum/Stevenson to recommend Council
 approve the change of agent for Walgreens #10236, d/b/a Walgreens, 1191 Westowne
 Drive, Stephanie S. Schroeder, agent. All voting aye.

Public Works General Construction and Department Activity:

1. Contract 1-18 (Andrew, Richard, Geiger, Whiting) – Work is complete. A final estimate is being prepared. Special assessment billings have been sent.

- 2. Contract 2-18 (Cecil, Adams)
  - a. Adams St Work is complete.
  - b. Cecil St Punch list items are being completed. Rough backfill has been placed. Final topsoil and seeded will be done in spring.
- Contract 3-18 (Nature Trails/Eaglecrest) The only work remaining under this contract is completion of the Liberty Heights trail along Woodenshoe Road. The contract will remain open so that this work can be done early next year. Quantities on the Nature Trail/Eaglecrest work have not been finalized with the contractor. Special assessment billings will be sent in September 2019.
- Contract 5-18 (Misc. Concrete Sidewalk/Pavement Repair) Work is complete. A final estimate is being prepared.
- 5. Contract 7-18 (HMA Pavement Repair) Work is complete. A final estimate is being prepared.
- 6. ADA Facilities Audit MSA Professional Services has provided a draft report and draft Transition Plan for parks and public buildings. They will be making a presentation to the Council on December 19.
- Downtown Traffic Study MSA Professional Services has provided a draft report. Staff is reviewing and commenting on the draft. The final report will be presented at a future Committee meeting.
- 8. Leaf Collection The final scheduled round of leaf collection entered Area 4 on November 20. If weather allows, work will continue to collect the late arrivals.
- 9. Public Works Superintendent Position Greg Radtke has been selected and has accepted the role of Public Works Superintendent.
- 10. 2019 Projects Survey work is being done to prepare for design of the 2019 street and utility projects. Staff has met to discuss contract arrangements for the projects. As usual, we also reviewed possible specification adjustments to incorporate things that were learned from the 2018 projects.

<u>Announcements/Future Agenda Items</u>: Ald. Hillstrom reported a request that he had received from a resident to receive a second recycling cart. Director Kaiser noted that he had received a similar request. Committee discussed options available to manage and dispose of recyclable materials. Mayor Kaufert stated that staff would develop a proposal regarding additional cart requests and bring it forward for Council action.

Ald. Hillstrom requested that an upcoming agenda include a discussion item for special event fees. Mayor Kaufert indicated that an internal special event working group is currently reviewing fees.

Motion/Second/Carried Hillstrom/Stevenson to adjourn at 9:20 p.m. All voting aye.

Respectfully submitted,

- Deny Kaiser

Gerry Kaiser, PE Director of Public Works



### MEMORANDUM

TO: Mayor Kaufert and Members of the Common Council

**FROM:** James Merten, Traffic Engineer

DATE: January 4, 2019

**RE:** Downtown Neenah Traffic Study (Phase 1) Report & Presentation

In 2018, the city entered into a professional services agreement for MSA Professional Services to execute Phase 1 of the Downtown Neenah Traffic Study. The purpose of the study was to examine the current health of the downtown traffic network, estimate future traffic load on the network, and recommend potential locations and concepts to further study for Phase 2. For reference, I've attached the agreement to this memorandum.

The final report for Phase 1 of the study is attached for your review. For viewing purposes for this agenda packet, I have excluded the 314 pages of supporting data in the attachments section, however if you would like to view the attachments, please just let me know and I will send you an electronic copy of the full document.

Representatives from MSA Professional Services have prepared a presentation of their work and will be available to respond to any questions for this meeting.

Staff recommends Downtown Neenah Traffic Study (Phase 1) be accepted and placed on file.



# Neenah Downtown Traffic Study

**Prepared for:** City of Neenah Winnebago County October 2018



# Neenah Downtown Traffic Study

City of Neenah Winnebago County

MSA was selected by the City of Neenah to complete a review of the city's downtown transportation network. The review covers the following areas: traffic data collection, existing roadway network and traffic operations, future operations with existing geometric configurations, a review of the existing and potential parking ramp facilities, and recommendations for further study. This report summarizes the procedures and outcomes completed as part of that study. A project location map can be seen in **Attachment A**.

### Traffic Data Collection

MSA took a number of steps at the outset of the review to gather crucial background information about the corridor including traffic counts, a determination of the AM and PM peak hours, a review of volume adjustment factors and balancing the traffic counts within the study area.

#### Traffic Counts

MSA collected traffic data at the following eleven intersections using traffic cameras over two days in April 2018.

- Main St & Green Bay Rd
- Main St & Torrey St
- Main St & Doty Ave
- Church St & Columbian Ave
- Church St & Doty Ave
- Church St & Wisconsin Ave

- Commercial St & Winneconne Ave
- Commercial St & Columbian Ave
- Commercial St & Doty Ave
- Commercial St & Wisconsin Ave
- Commercial St & Forest Ave

At Main St & Torrey St and Main St & Doty Ave counts were collected and processed for 14 hours (6 AM to 8 PM) for traffic signal warrant analysis. At the remaining intersections, peak hour turning movement counts (6:00 AM to 8:30 AM and 2:30 PM to 6:00 PM) were collected. The raw count value can be seen in **Attachment B**.

#### Network Peak Hour Determination

To complete the analysis, it is desirable to analyze the overall peak hour for the study area. The Network peak hour is singular AM and PM peak hours where the total volume across all intersections is the highest. By looking at the individual intersection peak hours and combining the volumes, the AM and PM Network Peak Hours were determined. The Network Peak Hours are 7:15AM to 8:15AM and 4:30PM to 5:30PM. See **Attachment C** – Network Peak for comparison of the individual intersections to the network peak.



#### Seasonal Adjustment Factors

In discussion with City Staff, it was determined that the time of the year the counts were taken was a good representation of the network volumes due to the proximity to schools and large businesses. Therefore, no Seasonal Adjustment Factor was applied to the data.

#### Count Balancing

A limited amount of traffic volume balances was completed using the intersections of Commercial St & Doty Ave and Commercial St & Columbian Ave as the basis for all balancing. These two intersections were chosen as the baseline because they were collected on different dates and are in close proximity to one another with few outlets (i.e. Parking spots or driveways) for vehicles to stop and create an imbalance between the intersections. After these two intersections were balanced, the resulting adjustments were spread around the other network intersections using engineering judgement and approximate proportions of total vehicles making various movements. The balancing was provided to City Staff for review and approval prior to beginning analysis.

#### Traffic Signal Warrants

Using the 14 hours of processed traffic count data discussed previously, Traffic Signal Warrants were completed per Wisconsin MUTCD guidelines for two of the study intersections along the corridor, Main St & Torrey St and Main St & Doty Ave. Four warrants were specifically reviewed as part of the study including Warrant 1: Eight-Hour Vehicular Volume, Warrant 2: Four-Hour Volume, Warrant 3: Peak Hour Volume and Warrant 7: Crash Experience. The results were as follows:

#### Main St & Torrey St

Warrants 1, 3 and 7 were significantly lower than the required thresholds; however, Warrant 2 met the criteria for three of four hours. The fourth hour was relatively close and depending upon the count day, volumes could occasionally be high enough to meet the four-hour warrant. At this time, it is recommended to monitor traffic volumes and development in the area with the expectation of completing signal warrants again in the near future if traffic patterns are impacted by future development. See **Attachment D** for the complete warrant analysis.

#### Main St & Doty Ave

At this time, none of the four primary Warrants are close to being met as there is minimal side street traffic on Doty Ave. Development in the area and City facilitated adjustments to traffic patterns could potentially increase side street traffic. Without a reconfiguration of primary traffic routes or significant development, and given the low crash history, it is not recommended this intersection be reviewed for further intersection improvements. See **Attachment E** for the complete warrant analysis.



### Existing Roadway Network and Traffic Operations

The goal of this part of the review is to combine field observations with the data collected at the outset of the project to best model the existing conditions and create a baseline for measuring traffic operations and comparing potential improvements and changes.

#### Operational and Capacity Analysis

An operational and capacity analysis was completed for each intersection using Synchro 10 which is based on the procedures, methods, and techniques contained in the Highway Capacity Manual, 6th Edition. In order to more accurately represent the existing conditions in the model, MSA combined City provided observations and information with field and video observations.

#### Calibration of Existing Conditions

MSA utilized a combination of field and video observations to help verify existing conditions.

#### Field Observations

MSA observed and took photos of a number of intersections during the peak hours. *Figures 1 and 2* show some of the delay observed in the field.



Figure 1: Intersection of Winneconne Ave & Commercial Street looking south on Commercial Street





Figure 2: Intersection of Wisconsin Ave & Church St looking northeast towards the Church St Ramp

#### Video Observations

Cameras were also strategically located to maximize views of approaches that were anticipated to experience significant queuing. Review of the video showed backups at the intersections of Main St & Doty Ave, Church St & Wisconsin Ave, Commercial St & Doty Ave and Commercial St & Wisconsin Ave. *Figures 3 and 4* show some of the observed queuing through the cameras.



*Figure 3*: Intersection of Main St & Doty Ave shows backups from the Wisconsin Ave & Church St intersection extending to the Doty Ave intersection.





*Figure 4*: Intersection of Commercial St & Doty Ave shows backups from the Wisconsin Ave & Commercial St intersection extending through the Doty Ave intersection to the Columbian St intersection.

#### Software Calibration

Using this information, the AM and PM existing conditions models were calibrated to more accurately model the real-world conditions drivers are experiencing. The calibration steps included:

- Modification of the timing plans based on video observations of how long the cycle lengths were typically operating
- Inputting Wisconsin standard inputs for HCM analysis into Synchro from the WisDOT Traffic Engineering, Operations & Safety Manual (TEOpS) including:
  - SimTraffic Interval parameters;
  - Saturation Flow Rate adjustments;
  - Peak Hour Factor adjustments to reflect the number of vehicles that desire to access the intersection during the peak 15-minute period without congestion;

The real-world conditions with roughly 15-20 minutes of significant queuing and delay were difficult to duplicate within Synchro because the software values for delay and level of service are averaged over the course of the entire peak hour. However, the SimTraffic Interval Parameters allow for the concentration of volume into a tighter window, and therefore more closely represent the real-world conditions. While the model reflects the average, rather than worst case conditions, that drivers experience, it is useful as a baseline for future improvement discussions.

#### 2018 Existing Conditions Operational Analysis

The Highway Capacity Manual, 6<sup>th</sup> Edition, assigns a Level of Service to each movement. Level of Service is a quantitative measure that refers to the overall quality of flow at an intersection ranging from very good, LOS "A," to very poor, LOS "F." The delay is measured in seconds per vehicle, which can be used to determine the Level of Service for each movement at a given intersection. **Table 1**, below, shows the delay criteria used for determining the Level of Service at an intersection.



Level of	Average Control Delay (sec/veh)									
Service	Stop Control	Signal Control								
"A" (best)	0 to 10	0 to 10								
"B" (good)	> 10 and $\leq$ 15	> 10 and $\leq$ 20								
"C" (desirable)	> 15 and $\leq$ 25	$>$ 20 and $\leq$ 35								
"D" (delay)	> 25 and $\leq$ 35	> 35 and ≤ 55								
"E" (congestion)	$>$ 35 and $\leq$ 50	> 55 and $≤$ 80								
"F" (forced flow)	> 50	> 80								

Table 1: Highway Capacity Manual Level of Service

**Table 2** shows the anticipated LOS for each of the eleven intersections. It is important to note due to the very concentrated 15-20 minute window of heavy volume mentioned previously, drivers may experience better or worse operations during the peak hour depending when they arrive. A breakdown of some of the reasons behind certain intersections experiencing undesirable LOS values follows the table. The raw Synchro outputs can be viewed in **Attachment F**.

taka sa ka sa	T	Deskillerer	Descentered		West Approa	ch	31	East Approac	1	South Approach			North Approach			Overall
Intersection	traffic Control	Peak Hour	Parameters	LT	тн	RT	LT	TH	RT	LT	тн	RT	LT	TH	RT	Intersection
		L	anes		2			1	1		2			2		
	3	AM Peak	LOS Delay (s) v/c ratio Queue (ft)		32.5 - 450		D 8 50.4 10.1  250 10		B 10.3 - 100	283.5 - 550				F 82.9 - 425		D 50.2
Main Street & Green Bay Road		L	anes		2			1	1	2	2			2		
	Signal	PM Peak	LOS Delay (s) v/c ratio Queue (ft)	D 44.4 - 350		D         D         B         D         E           44.4         48.5         11.1         54.0         58.2           350         350         100         275         375		D B 48.5 11.1  350 100		D 54.0 - 275			C 33.9			
		L	anes		2	1		2		1		1				
	STOP	AM Peak	LOS Delay (s) v/c ratio Queue (ft)		A 0.0 0.00 0	A 0.0 0.00 0		A 0.0 0.00 0		F 95.7 0.87 150		B 11.9 0.01 25				A 6.2
Main Street & Torrey Street	Stop (South Approach)	L	anes		2	1		2		1		1				
		PM Peak	LOS Delay (s) v/c ratio Queue (ft)		A 0.0 0.00 0	A 0.0 0.00 0		A 8.8 0.02 25		F 67.6 0.75 125		B 10.1 0.01 25				A 4.6
		L	anes		1			1	1		1			1		
	STOP	AM Peak V/c ratio Queue (ft)			A 0.0 0.00 25		B 10.1 0.01 25			E 38.5 0.18 25				D 33.8 0.05 25		A 0.8
Wain Street & Doty Avenue	Stop	L	anes		1			1	Ĭ		1			1		
	(East Approach)	PM Peak	LOS Delay (s) v/c ratio Queue (ft)		A 9.8 0.01 25			A 9.2 0.02 25			F 74.3 0.63 75			E 45.0 0.06 25		A 4.0
		L	anes		1		1 1				1					
Church Street & Columbian	STOP	AM Peak	LOS Delay (s) v/c ratio Queue (ft)		B 12.0 0.48 75			A 9.1 0.18 25			B 10.6 0.32 50			A 8.7 0.06 25		B 10.9
Avenue	Ston	L	anes		1		1			1			1			
Avenue	Stop (All-Way)	PM Peak	LOS Delay (s) v/c ratio Queue (ft)		B 11.7 0.47 75			A 9.0 0.15 25			A 9.3 0.17 25			A 9.5 0.19 25		B 10.5

#### Table 2: Existing Conditions Level of Service Table



Table 2 Continued...

				West Approach			East Approach		Sou	South Approach		th Annroach	Quanti											
Intersection	Traffic Control	Peak Hour	Parameters									1		Intersection										
				LT I	TH	RT	u	TH	RT	u	TH RT	LT I	TH RT	1.0000000000000000000000000000000000000										
		L	anes		1			1			1	-	1											
			Delay (s)		7.4			7.4			11.2		9.5	6.8										
	STOP	AM Peak	v/c ratio		0.01		0.01 25		0.22		0.04													
Church Street & Deby Avenue			Queue (ft)		25				5	25		25												
Church Street & Doty Avenue	Stop (North/South	L	anes		1			1		2	1	3	1											
	Approaches)		LOS		A			A			A		B	A										
		PM Peak	Delay (s)		7.4			7.4			0.10		0.19	6.6										
			V/c ratio		0.01		0.01		25		25													
		L	anes	1	1		1	1	i.	1	1	1	1											
	V		LOS	F	A		A	c			D	c	С	D										
		AM Peak	Delay (s)	112.3	8.2		8.9	27.1	3		35.2	29.	2 29.1	36.7										
			v/c ratio	1.08	0.42		0.03	0.85	0.85		0.66	0.0	5 0.04											
Church Street & Wisconsin			Queue (ft)	#300 225		25	#52	5	-	150	25	25												
Avenue	Signal		IOS	D	8		A	B		-	C		C	B										
	a format		Delay (s)	51.6	12.5		8.6	14.8	в		28.8	32.	7 28.8	19.4										
		PM Peak	v/c ratio	0.56	0.46		0.03	0.58	в		0.49	0.64 0.50		00000										
			Queue (ft)	50	250		25	350		m50		175	5 50											
		L	anes	1	1	1	1	1		1	1		2	-										
			Delay (s)	30.7	25.8	A 0.0	24.3	D 43 9	5	32.4	22.7		55.2	36.6										
		AM Peak	v/c ratio	0.78	0.47	0.00	0.12	0.80	0	0.79	0.53		0.77	30,0										
Commercial Street &			Queue (ft)	175	200	0	50	#35	0	#200	250		200											
Winneconne Avenue		L	anes	1	1	1	1	1		1	1		2											
	Signal		LOS	с	с	А	с	D		с	с		E	D										
			Delay (s)	27.7	24.1	0.0	25.0	43.8	В	26.5	22.9		63.9	37.3										
			V/c ratio	200	200	0.00	0.13	#27	5	100	325		#300											
		1	anes	1	1		1	1	5	100	2	10	2											
			LOS	D	D		D	D			A	1	A	В										
		AM Deak	Delay (s)	43.0	48.5		47.7	38.0	D		0.4		0.6	10.6										
		AMIFEAK	v/c ratio	0.40	0.84		0.06	0.26	6		0.27		0.28											
Commercial Street & Columbian			Queue (ft)	100	175		25	75			100		25											
Avenue	Signal	L	los	1	1		1	 			2 A		2											
	orginar		Delay (s)	43.4	43.9		47.5	37.8	в		0.5		5.9	11.0										
		PM Peak	v/c ratio	0.45	0.71		0.26	0.25	5		0.32		0.35											
2			Queue (ft)	100	150		50	50		-	100		150											
		L	anes		1			1		-	2		2											
			LOS		D 20.2			0			A 0.1		A	A										
	STOP	AM Peak	Delay (s)		0.22			0.10			0.04		0.03	1.8										
Commercial Street & Doty			Queue (ft)		25			25			25		25											
Avenue	Ston	L	anes		1			1			2		2											
	(East/West Approaches)		LOS		E			E			A		A	A										
		PM Peak	Delay (s)		46.2			48.6			9.8	1	9.6	3.8										
			Oueue (ft)		50			50			25		25											
		L	anes	1	1	1	1	1	1	1	1	1	2											
			LOS	E	D	C	С	E	С	В	A	В	c	с										
		AM Peak	Delay (s)	68.3	38.2	28.9	32.1	60.3	35.0	15.3	4.2	11.6	25.4	29.3										
		AITTVUA	v/c ratio	0.93	0.56	0.03	0.17	0.81	0.10	0.17	0.68	0.01	0.74											
Commercial Street & Wisconsin			Queue (ft)	#250	200	25	50	#300	25	25	225	25	250											
Avenue	Signal		LOS	E	D	C I	c	D	C	B	D	B	2 C	D										
	and the second		Delay (s)	113.0	46.8	31.4	33.1	54.6	34.7	14.0	37.1	18.7	21.3	42.4										
		PM Peak	v/c ratio	1.09	0.72	0.08	0.47	0.75	0.08	0.14	0.82	0.13	0.60	Net Start										
			Queue (ft)	#400	#275	25	100	#275	25	50	#575	25	250											
		L	anes		1	_		1			2	-	2											
			LOS Delay (c)		29.2			32.4			A 1		5.6	A										
		AM Peak	v/c ratio		0.29			0.51			0.21		0.46	0.2										
Commercial Street & Forest			Queue (ft)		50			'75			50		150											
Avenue		L	anes		1		1		2			2												
Construction Construction	Signal		LOS		D			D			A		A	A										
	PM Peak	1	007940400	P	F	p	- Signat	ərgridi	Signal	Signal	Signal	PM Peak	Delay (s)		28.4			34.2		6.0		5.4		9.1
			Queue (ft)		50			100			150		125											

HCM 6th Edition Outputs using Synchro 10 Software, queues reported using Synchro outputs. #: 95th percentile volume exceed capacity, queue may be longer m: volume for 95th percentile queue is metered by upstream signal



#### Identification of Issues

A number of corridor issues were identified through field observation, video review, and Synchro software operational analysis. The primary observations from the downtown area and another from the standalone intersection of Main St & Green Bay Rd are discussed further:

Intersections of Commercial St & Winneconne Ave and Commercial St & Wisconsin Ave The volume of traffic at both of these intersections on the north, south and west approaches is almost evenly split in both the AM and PM Peak Hours. This creates a situation where the signal cycle length needs to be divided more evenly to allow movements in both directions to progress through the intersection.

Beginning at Commercial St & Winneconne Ave both the eastbound left-turn and northbound through movements have significant volume. As the individual vehicle platoons from these two movements progress north, the allocation of time to service northbound vehicles at Wisconsin Ave is limited due to conflicting traffic on Wisconsin Avenue. The signal cannot provide sufficient time to allow both the eastbound left and northbound through movements from Winneconne Ave to pass before the signal needs to serve volume from Wisconsin Ave. This creates a backup of vehicles at the Wisconsin Ave intersection in both the north/southbound direction and eastbound direction. While this window is generally only 15-20 minutes, it occurs at the beginning and end of the business work day which creates significant queuing and delay during the peak periods. These problems were observed to dissipate within a short time after the peak.

#### Church St Ramp

The Church St ramp is primarily used for employee parking for the surrounding businesses. One issue with the ramp is that all vehicular traffic, inbound and outbound, flows through one signalized intersection. The major employers operate on a similar standard 8am to 5pm workday, which creates a bottleneck shown in *Figure 2* of several hundred vehicles trying to exit the ramp in the same 15-20 minute window. Combine that with a heavy east/west through movement and there is limited time to split between the various movements.

#### Main St & Green Bay Rd

The primary concern at Main St & Green Bay Rd is the heavy eastbound through movement and the moderately heavy northbound and southbound movements during the AM Peak Hour. The geometry of the intersection has shared through-turn lanes which requires split phasing with protected turning movements. A review of video indicates the intersection of Main St & Green Bay Rd operates well with all queued vehicles typically clearing the intersection during each phase. However, the geometry necessitates very long cycle lengths to clear those queues. When these cycle lengths are modeled, the combination of high volumes and split phases creates an undesirable overall LOS for the intersection.

#### 2018 Proposed Operational Analysis

MSA used the calibrated existing Synchro model to generate new timing plans for each of the six signalized intersections. **Table 3** below shows the anticipated operations for each of the signalized intersections using the new timing plans, see **Attachment G** for the raw Synchro outputs and **Attachment H** for the proposed timing plans. As the table shows, the existing challenges in the downtown network make it unlikely the public will realize much of an improvement from a LOS standpoint. However, the new timing plans take into account the latest recommendations and standards for intersection clearance intervals



from both a pedestrian and vehicle standpoint. While not overly significant, the additional seconds added for pedestrian crossing and yellow and red time shortens the available green time intervals which in some cased leads to limited improvement.

Intersection			200700000000	1	West Approad	h	East Approach		South Approach		é –	North Approach		Overall		
Intersection	Traffic Control	Peak Hour	Parameters	LT	TH	RT	LT	ТН	RT	LT	тн	RT	LT	тн	RT	Intersection
	<u>}</u>	L L	anes		2			1	1		2			2		
			LOS		D			E	A		D			E		С
		AM Peak	Delay (s)		39.4		5	65.3	9.9	45.0				60.2		35.0
			v/c ratio		÷						•		1			
Main Street & Green Bay Road			Queue (ft)		475		250 100		250		-	350				
	Signal		los	D 46.8		-	D	8	-	2	1	2		-	C	
	Signal		Delay (s)				51.3	10.7	40.0			8	51.1		30.2	
		PM Peak	v/c ratio										5,5070			
			Queue (ft)	400			325	100		225			275			
		L	anes	1	1		1	1		1	1		1		1	
			LOS	B	A		A	8			D		D D		В	
		AM Peak	Delay (s)	0.57	0.30	2	6.0	15.9			40.2		0.05		38.1	15.4
Church Street & Wisconsin			Queue (ft)	100	225		m25	#575	5		m150		25		25	
Avenue		L	anes	1	1		1	1			1		1		1	
	Signal		LOS	A	В		A	A			С		D		с	В
		PM Peak	Delay (s)	8.1	13.2	2	9.1	2.0		34.4			40.5		32.7	16.1
			v/c ratio		0.44	1	0.03	0.56		0.57			0.68		0.46	
		-	Queue (ft)	25	1	1	m25	300		1	m/5		1/5	2	/5	
	No.		LOS	P	c	A	c	D		c	c			C		с
			Delay (s)	35.9	27.2	0.0	25.5	50.4	6	27.1	22.7			32.7		32.1
0700 07-020-0 MD-0		AIVIPEak	v/c ratio	0.82	0.49	0.00	0.12	0.85	e, l	0.72	0.53			0.77		10000
Commercial Street &			Queue (ft)	#200	225	0	50	#350	)	#200	250			125		
Winneconne Avenue	Claural	L	anes Loc	1	1	1	1	1		1	1	_		2		
	Signai		Delay (s)	30.5	25.1	<u>.</u>	26.1	48.2		24.8	23.1		2	40.4		30.6
		PM Peak	v/c ratio	0.76	0.43	0.00	0.13	0.77		0.60	0.57			0.90		50.0
			Queue (ft)	200	200	0	50	#350	)	100	325			75		
		L	anes	1	1	2	1	1			2			2		
		AM Peak	LOS	D	D		D	D			A			A		В
			AM Peak Delay (s)		43.0 48.5		0 48.5	47.7 38.0	2	0.4	0.4		0.6		10.6	
Commercial Street & Columbian			Oueue (ft)	100 150		25 75		0.26			100					
Avenue		L	anes	1 1		1 1		2			2					
200.0000	Signal	LOS		D	D	8	D	D			A			A		В
		PM Peak	Delay (s)	43.4	44.0	0	47.5 37.9		0.7				5.3		10.8	
			v/c ratio	0.45	0.73	L	0.26	0.25	82		0.31		8	0.34		
			Queue (ft)	100	150		50	50	1	1	150		1	50	12 - Ca	
			LOS	C	C	c	C	P	C	B	A	-	B	2 C		c
			Delay (s)	25.4	26.9	21.8	26.7	39.7	29.4	18.0	8.3		17.5	30.	9	25.1
	<b>X</b>	AWPeak	v/c ratio	0.62	0.40	0.02	0.11	0.60	0.08	0.21	0.76		0.01	0.8	0	
Commercial Street & Wisconsin	-		Queue (ft)	225	225	m25	50	225	25	50	400		25	250	0	
Avenue	Stand	L	anes	1	1	1	1	1	1	1	1		1	2		
	Signal		Delay (s)	27.5	28.8	22.6	23.2	32.9	26.2	22.0	61.2		54.7	38	1	40.3
		PM Peak	v/c ratio	0.69	0.47	0.05	0.28	0.47	0.05	0.26	0.93		0.27	0.7	9	40.0
			Queue (ft)	125	175	m25	75	200	25	50	#675		50	325	5	
		L	anes		1		-	1			2			2		
			LOS		C			C			A			A		A
		AM Peak	Delay (s)		28.5			31.7			3.8			0.45		7.7
Commercial Street & Forest			Queue (ft)		50			75			50			150		
Avenue		L	anes		1		10	1		2		-		2		
100.240 million (2017)	Signal		LOS		В		1	В		1	A			A		A
	PM Peak	Delay (s)		15.1			17.3			7.4			6.6		8.3	
		PM Peak	v/c ratio	0.20		0.45		0.52		0.42						
			Queue (ft)	1	50		1.1	50		1	125			100		

#### Table 3: Proposed 2018 Timing Plan Level of Service Table

HCM 6th Edition Outputs using Synchro 10 Software, queues reported using Synchro outputs.

#: 95th percentile volume exceed capacity, queue may be longer m: volume for 95th percentile queue is metered by upstream signal



### Analysis of Future Conditions

As part of the study, MSA was asked to review future year 2038 volumes and operations. A review of anticipated growth rates and operations follows.

#### Growth rate

MSA requested anticipated growth rates for the Neenah area from the East Central Wisconsin Regional Planning Commission (ECWRPC). Existing volumes from 2010 and anticipated 2045 volumes were provided and used to generate growth rates. A conservative 1.0% growth rate was used across the board, see **Attachment I** for the projected 2038 traffic volumes.

#### Operations

After applying a 1.0% growth rate to all movements at each of the eleven intersections, the values were entered into Synchro and a general optimization was completed. The raw Synchro outputs can be seen in **Attachment J**. The LOS results are shown in **Table 4**.

Intersection	Traffic Control	Peak Hour Para			West Approa	ch		East Approa	ch	Sou	th Appro	ach	North Approach			Overall
Intersection	Traffic Control	Peak Hour	Parameters	LT	тн	RT	LT	TH	RT	LT	тн	RT	LT	тн	RT	Intersection
		L	anes		2			1	1		2			2		
			LOS		D		E		В		D		E			D
		AM Peak	Delay (s)		40.6			61.3	12.1		47.1			85.1		37.8
	<b>X</b>	Amrean	v/c ratio													
Main Street & Green Ray Road			Queue (ft)		550		200 1		125	3	200		400			
Main Street & Green bay Road		L	anes		2	116		1	1	8	2			2	1.2	
	Signal		LOS		Ŧ			E	В		D			F		E
		Dist Devel	Delay (s)		113.7			78.4	12.2		50.5			127.4		59.0
		Pivi Peak	v/c ratio		-											242474
			Queue (ft)		600			475	125		275			500		
		L	anes		2	1		2		1		1				
			LOS		A	A		A		F		В				С
	STOP		Delay (s)		0.0	0.0		0.0		356.6		13.1				23.5
		AM Peak	v/c ratio		0.00	0.00		0.00		1.55		0.01				
			Queue (ft)		0	0		0		325		25				
Main Street & Torrey Street	C	L	anes		2	1		2		1		1				
	Stop (South		LOS		A	A		A		F		В				D
	Approach)		Delay (s)		0.0	0.0		9.4		472.8		10.6				31.5
		PIM Peak	v/c ratio		0.00	0.00		0.07		1.79		0.01				NVC34C
			Queue (ft)		0	0		25		350		25				
		L	anes		1			1	Ĩ		1	-		1		
			LOS		A			В			F			F		A
	STOP		Delay (s)		0.0			11.0			68.6			50.5		1.4
		AM Peak	v/c ratio		0.00			0.01			0.35			0.07		
	100 million (100 million)		Queue (ft)		25			25			25			25		
Main Street & Doty Avenue	Eten	L	anes		1			1			1			1		
	(East Annroach)		LOS		в			A			F			F	l l l l l l l l l l l l l l l l l l l	В
	(East Approach)		Delay (s)		10.6		9.7 0.03		267.7			76.8		13.9		
		Pivi Peak	v/c ratio		0.01								0.11			
			Queue (ft)		25			25		3	175			25	3	
		L	anes		1	1		1		2	1	-		1	1	
			LOS		С			A			В			A		8
	STOD	ANADaala	Delay (s)		15.6			9.9			12.3			9.3		13.4
	STOP	AlviPeak	v/c ratio		0.61			0.22			0.40			0.07		
Church Street & Columbian			Queue (ft)		100			25			50			25		
Avenue	Ston	L	anes		1			1			1			1		
	(All-Max)		LOS		В			A		1	В			В	1	В
	(voi- as da)	DM Deek	Delay (s)		15.0			9.8			10.3			10.5		12.6
		FINIFUAK	v/c ratio		0.60			0.20			0.23			0.25		
			Queue (ft)		100			25			25			25		4
		L	anes		1			1			1			1		
			LOS		A			A			В			В		A
	STOP	AMDaal	Delay (s)		7.4			7.4			12.5			10.1		7.6
		AWPeak	v/c ratio		0.02			0.02			0.29			0.05		0404
Church Street & Date A	3.0		Queue (ft)		25			25			25			25		
Church Street & Doty Avenue	Stop /North /South	L	anes		1			1			1			1		
	Approaches)		LOS		A			A			В		B			A
	Approaches)	DAG David	Delay (s)		7.4			7.5			10.7			12.0		6.9
		Pivi Peak	v/c ratio		0.02			0.01		0.13			0.25			
			Queue (ft)		25			25			25			25		

#### Table 4: 2038 Operational Analysis Level of Service Table



Table 4 Continued...

Intersection				3	West Approach	h		East Approach		Sou	uth Approa	ch	North Approach			Overall		
Intersection	Traffic Control	Peak Hour	Parameters	LT	TH	RT	LT	тн	RT	LT	тн	RT	LT	TH	RT	Intersection		
		L	anes	1	1		1	1	- Ji		1			ų.	1			
			LOS	A	A		A	А			E		0	)	D	В		
		AM Peak	Delay (s)	5.6	9.0		7.2	3.9		59.0		59.0			44	.0	43.9	12.1
			v/c ratio	0.53	0.53 0.46		0.04	0.80			0.79		0.07 0.03					
Church Street & Wisconsin			Queue (ft)	#275 275		m25	#775	6		m225		2	5	25				
Avenue	flored	L	anes	1	1		1	1	-		1	_	1		1	-		
	Signal		LOS	A	15.7		8	A 2.9			E 60.0		52	,	20.0	20.6		
		PM Peak	Delay (s)	0.05 0.56		0.05	0.71			0.83		0.1	24	29.8	20.6			
			Queue (ft)	25	300		m25	m350	r.		m75		20	10	75			
		L	anes	1	1	1	1	1		1	1			2	15			
	N N		LOS	E	с	A	C	F		F	C	2		F		E		
			Delay (s)	76.3	29.1	0.0	30.1	81.7	8	84.7	32	6	-	131.9		73.8		
	× 1	AM Peak	v/c ratio	0.98	0.52	0.00	0.15	0.99		1.00	0.6	57		1.10				
Commercial Street &			Queue (ft)	#400	275	0	50	#500	8	#350	37	5		#300				
Winneconne Avenue	22 - 22 - 2	L	anes	1	1	1	1	1		1	1	ki ili		2				
	Signal		LOS	D	с	А	C	D		D	c			F		E		
		PM Peak	Delay (s)	49.0	22.1	0.0	21.5	46.9		47,7	30	.1		172.0		63.5		
			v/c ratio	0.93	0.49	0.00	0.16	0.84		0.84	0.7	6		1.25				
			Queue (ft)	#300	225	0	50	#3/5	<u> </u>	#1/5	#4	00		#300				
		L	anes	1	1		- 1	1			2			2				
			Delay (s)	50.6	56.7	,	57.6	43.4			5.8			0.8		14.3		
	AM Peak	v/c ratio	0.47	0.88	5	0.07	0.27		5.8				0.33		14.0			
Commercial Street & Columbian			Queue (ft)	125	225		25	75			m200			50				
Avenue		L	anes	1	1		1	1			2			2				
1120-10120-002	Signal	(	LOS	D	D		D	c			A			A	-	A		
			Delay (s)	38.1	38.1	i i	42.4	32.2			0.4			1.3		7.9		
		PM Peak	v/c ratio	0.48	0.72	2	0.27	0.26			0.40			0.44		Lands -		
			Queue (ft)	125	150	()	50	50			m100			m75				
		L	anes		1			1			2			2				
			LOS		F			E			A			A		A		
	STOP	AM Peak	Delay (s)		55.4			39.7			9.6			9.4		2.7		
C			v/c ratio		0.40			0.14			0.05			0.03				
Avenue			Quede (m)		30			25		-	2			25				
Avenue	Stop		los		-			-		2	B			8		0		
	(East/West Approaches)		Delay (s)		193.9			194.8			10.6			10.4		14.6		
		PM Peak	v/c ratio	1.05			0.94		0.06			0.02						
			Queue (ft)		150		125			25			25					
			anes	1	1	1	1	1	1	1	1		1		2	1		
			LOS	D	с	с	С	D	D	A	B		A		c	с		
		AM Peak	Delay (s)	39.7	32.6	25.6	32.3	51.2	35.4	3.8	13	3	1.0	20	0.1	23.9		
			v/c ratio	0.81	0.47	0.03	0.16	0.70	0.09	0.17	0.8	57	0.02	0.	94			
Commercial Street & Wisconsin			Queue (ft)	100	200	m25	50	#325	25	#75	15	0	m25	2	75			
Avenue	Signal	L	anes	1	1	1	1	1	1	1	1		1		2	-		
	Signai		Delevia	76.7	20.7	21.2	22.2	20.1	22.0	222	78	2	5 52	5	20	E 7		
		PM Peak	v/c ratio	1.01	0.59	0.06	0.41	0.52	0.06	0.38	1.0	9	0.40	0.	95	55.7		
			Queue (ft)	#275	200	m25	100	200	25	50	#7	75	#50	#4	150			
		L	anes		1	the sector		1			2			2				
			LOS		E			F			A			A		В		
		AM Dook	Delay (s)		47.7			59.6			4.8			5.4		10.9		
		AWPEak	v/c ratio		0.37			0.66			0.23			0.49				
Commercial Street & Forest			Queue (ft)		100			125			m100			225				
Avenue	1000000	ι	anes		1			1			2			2				
	Signal		LOS		D			E			A			A		A		
	PM P	PM Peak	PM Peak	Delay (s)		28.3			36.8			6.8			5.9		9.8	
			v/c ratio		0.29			0.63			0.51			0.40				
			Queue (ft)		50			100			200			150				

HCM 6th Edition Outputs using Synchro 10 Software, queues reported using Synchro outputs. #: 95th percentile volume exceed capacity, queue may be longer

#: 95th percentile volume exceed capacity, queue may be longer m: volume for 95th percentile queue is metered by upstream signal

As **Table 4** shows, if existing intersection geometry remains, there are a number of intersections projected to operate at LOS E or F in the year 2038. However, it is important to note that while these values follow the 1.0% growth rate, a number of variables including new development and the advancement of connected and autonomous vehicles could drastically change the projected 20 year outcomes.



### Parking Ramp Facilities

#### Church Street Ramp

The City requested MSA complete a preliminary review of the existing Church St ramp for feasibility of adding a second access location that does not utilize Church St.

During the site visit, two locations, one on either corner of the backside of the ramp facing the existing Kimberly Clark building were identified as possible locations for a secondary access. See *Figures 5 and 6* and **Attachment K** for a schematic of the two proposed openings.



Figure 5: Northwest corner of existing parking ramp



Figure 6: Northeast corner of existing parking structure

#### <u>Structural Review</u>

The City provided Architectural details for some of the walls of the ramp which was conceptually reviewed by MSA Structural Engineers. The review concluded that it appears adding a second access is likely feasible from a structural standpoint, however, further review of a full set of structural drawings would be necessary to confirm.



#### Additional Considerations

While structurally another access may be possible, there are a number of limitations and conflicts that would need to be addressed before it would be worth additional investigation and investment to commission structural design plans to implement change to the structure.

Northwestern Corner:

- Currently the property behind the ramp appears to be owned by Kimberly Clark. The driveway
  gets narrow, approximately 20-25 feet between the ramp and the building, and a semi loading
  dock is between both buildings. Approval and likely a permanent access easement would need to
  be granted for public traffic to utilize the driveway. In addition, impacts to truck access for the
  facility would also need to be discussed.
- There is a grade difference of approximately 3-5 feet from the back of the ramp to existing grade with limited existing sidewalk width between the structure and parking lot to create a ramp to bring vehicles down to existing grade. At a minimum, the current "on-street" parking stalls behind the ramp would likely be eliminated to provide a ramp up to a potential entrance.

Northeastern Corner:

- Similar to the northeast corner, an opening at this location would also likely require an easement with the adjacent property owners to gain access to Commercial St. However, moving the opening to this location avoids the loading dock mentioned previously.
- There is also a grade difference which would require a smaller ramp between the parking structure and existing ground. There is also a larger sidewalk distance to transition down to existing grade.
- As shown in *Figure 7*, there are three large server or electrical boxes directly behind the potential access that would require relocation. They likely belong to the Alta building and per the architectural plans, require separate concrete equipment pads. Depending on the official use, this could have significant downtime and cost to relocate.



Figure 7: Three existing electrical or server boxes on northeast corner of parking ramp



#### **Recommendation**

MSA believes a second access would provide congestion reduction in the downtown, however, at this time there are too many unknowns with easements, feasibility of relocating the large server/electrical boxes and how many vehicles would utilize an access to Commercial St to recommend moving forward with further structural review. If the City would like to pursue further, discussions with the adjacent property owners should be had to discuss feasibility.

### Recommendations for Further Review

As requested by the City and based on the findings of this study, the following is a list of proposed action items to further investigate and improve traffic operations within the study area. These recommendations include intersection geometry changes, parking adjustments, road safety assessments and complete traffic flow alternatives.

#### Intersection Control Evaluations

After reviewing the geometry and operations of the existing intersections, there are three intersections recommended for further review through a more in-depth Intersection Control Evaluation (ICE). The three intersections to perform an ICE is as follows:

#### Main St & Green Bay Rd

The current split-phase traffic operations are typically not optimal for a signalized intersection and only utilized when limitations to capacity and space require this setup to maintain safe operations. This intersection also has heavy directional traffic depending on time of day. A road diet configuration does not provide sufficient capacity with the existing signal control during these peak times. Additional right-of-way is likely required to better optimize the safety and efficiency of the existing control. Alternatively, a roundabout may provide similar improved operations and safety with a varying amount of right-of-way requirements. An ICE report will determine which configuration will provide the most benefit and least impacts.

#### Main St & Torrey St

This intersection does not currently meet traffic signal warrants. However, with space for possible future developments on at least three of the four quadrants, it is likely this intersection will meet warrants in the future. Based on the findings of the downtown retiming analysis, the City may wish to promote inbound traffic from Main Street to use Torrey St/Smith St/Columbian Ave. The intersection may need to be reconstructed to achieve this. As part of the reconstruction design process, it is recommended that the intersection geometrics be reviewed for effectiveness of traffic signal and roundabout options both in the current location and alternately shifted to align more closely with Millview Road. This will require consideration of the grade changes coming across the bridge and two different intersection layouts in each location.

Promoting inbound traffic on Torrey St/Smith St/Columbian Ave will impact the intersection of Columbian Ave and Church St. It is recommended that the sight distance concerns at Church Street be considered with the realignment of Torrey St/Smith St/Columbian Ave. This could allow alternative traffic control at the all-way stop intersection of Church St and Columbian Ave.



Again, a more detailed ICE report would provide the ability to review development traffic, geometrics, grades and sight distance impacts for different intersection types to assess the ultimate improvement to this area.

#### Commercial St & Winneconne Ave

The Commercial St & Winneconne Ave intersection has heavy traffic movements northbound, southbound and eastbound. Because of this unique traffic demand and geometric configuration, it is recommended an ICE report be completed to review the effectiveness of a reconfigured traffic signal and a roundabout. For safety and operational considerations, the realignment of Church Street into a five-legged roundabout and possible access restrictions to surrounding businesses should also be considered.

#### Parking Ramp Alternatives

The City has identified multiple potential sites for a new parking structure. While this study has provided preliminary feasibility into access to existing and proposed new locations, a more detailed investigation assessing structural feasibility/cost, intended users, traffic patterns, and potential impacts to surrounding intersections would provide a clear picture of what location provides the greatest benefits to the surrounding area and businesses.

#### Road Safety Assessments

Based on the intersection crash reports provided by the City, a number of intersections experience higher than normal crash rates, especially for right-angle crashes, including Columbian Ave & Commercial St and Doty Ave & Church St. Columbian Ave & Commercial St is a signalized intersection that experiences a significant number of right-angle crashes. Doty Ave & Church St also experiences a number of angle crashes with low overall traffic volume and good existing intersection operations. It is recommended that a more thorough review of these intersections including field and video review and conceptual layouts for possible improvements be completed.

#### Traffic Flow Alternatives

Traditional improvements typically include adding capacity through additional thru and/or turn lanes. However, improvements to traffic operations are possible in ways beyond just infrastructure changes. In the downtown area specifically, the short blocks and relative grid system can be utilized to try to alter traffic flow patterns.

Currently, the majority of traffic entering the downtown from the west takes Main St to Wisconsin Ave and either makes a left turn at Church St into the parking ramp or a left turn at Commercial St. In coordinated networks, left turns are typically the most problematic movement at any intersection as they conflict with oncoming traffic and often take dedicated time away from the overall progression of traffic.

An alternative to this would be to create an unbalanced cross section potentially utilizing Torrey St/ Smith St/ Columbian Avenue to connect to Commercial Street. In this alternative, eastbound "through" traffic on Main St would be promoted to turn right onto Torrey St by providing two lanes of eastbound capacity and travel to Columbian Ave to connect to Commercial St.

Westbound traffic could continue to use Wisconsin Ave or a similar scenario could be created for westbound traffic on Doty Street. All streets would maintain two-way traffic, but capacity, intersection



control, and traffic signal operations would be designed to promote an informal one-way pair. This could have an added benefit of improving access to on-street parking in the commercial downtown and higher pedestrian awareness and safety where those users are heaviest.

### Closing

A thorough review of the existing downtown corridor confirms many of both the City and MSA's initial assumptions entering the review: heavy conflicting volume and tight existing intersection configurations are leading to undesirable operations at a number of intersections within the downtown corridor. While no single change to the existing infrastructure can improve all intersections, the additional studies noted are intended to incrementally improve individual areas with the ultimate goal of maximizing the safety and efficiency of the corridor.



# Attachments

Attachment A: Project Location Map Attachment B: Raw Traffic Count Values Attachment C: Network Peak Attachment D: Traffic Signal Warrants – Main St & Torrey St Attachment E: Traffic Signal Warrants – Main St & Doty Ave Attachment F: 2018 Existing Conditions Raw Synchro Outputs Attachment G: 2018 Proposed Raw Synchro Outputs Attachment H: 2018 Proposed Timing Plans Attachment I: 2038 Projected Traffic Volumes Attachment J: 2038 Raw Synchro Outputs Attachment K: Church Street Ramp Secondary Access Locations



# **Attachment A**

Project Location Map



### Professional Services Agreement



This AGREEMENT (Agreement) is made today February 26, 2018 by and between CITY OF NEENAH (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Neenah Downtown Traffic Study

The scope of the work authorized is: See Attached

The schedule to perform the work is:Approximate Start Date:Mar. 1, 2018Approximate Completion Date:Sept. 1, 2018

The estimated fee for the work is: \$31,907.00

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**CITY OF NEENAH** Gerry Kaiser, P.E. **Director of Public Works** Date: 4-11-2018

211 Walnut Street, P.O. Box 426 Neenah, WI 54957 Phone: 608-886-6241

MSA PROFESSIONAL SERVICES, INC.

Kevin J. Ruhland, P.E. Team Leader Date:\_\_\_\_\_5-1-18

2901 International Lane, Suite 300 Madison, WI 53704 Phone: 608-242-6638

### ATTACHMENT A: RATE SCHEDULE

CLASSIFICATION	LABOR RATE
Architects	\$127-\$168/hr.
Clerical	\$60-\$100/hr.
CAD Technician	\$68-\$132/hr.
Geographic Information Systems (GIS)	\$92-\$136/hr.
Housing Administration	\$67-\$114/hr.
Hydrogeologists	\$120-\$144/hr.
Planners	\$97-\$200/hr.
Principals	\$185-\$230/hr.
Professional Engineers	\$104-\$230/hr.
Project Manager	\$87-\$200/hr.
Professional Land Surveyors	\$90-\$160/hr.
Staff Engineers	\$87-\$135/hr.
Technicians	\$76-\$120/hr.
Wastewater Treatment Plant Operator	\$70-\$89/hr.

#### **REIMBURSABLE EXPENSES**

Copies/Prints	.Rate based on volume
Fax	.\$1.00/page
GPS Equipment	.\$40/hour
Mailing/UPS	.At cost
Automobile Mileage – (currently \$0.545/mile)	.Rate set by Fed. Gov.
MSA Truck Mileage	.\$0.70/mile
Nuclear Density Testing	.\$25.00/day + \$10/test
Organic Vapor Field Meter	.\$100/day
PC/CADD Machine	.Included in labor rates
Robotics Geodimeter	.\$30/hour
Stakes/Lath/Rods	.At cost
Total Station	.Included in labor rates
Travel Expenses, Lodging, & Meals	.At cost
Traffic Counting Equipment & Data Processing	.At cost

Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2019. After January 1, 2019, these rates may increase by not more than 5% per year.

#### MSA PROFESSIONAL SERVICES, INC. (MSA) GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. Scope and Fee. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. Access to Site. Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. Location of Utilities. Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. Construction Site Visits. MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Page 1 of 2 (General Terms and Conditions) 12. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. Exclusion of Special, Indirect, Consequential and Liquidated Damages. Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

19. Jurisdiction. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

# PROJECT APPROACH

# PROJECT APPROACH

Your provided scope of services identifies four primary tasks: Data Collection, Analysis, Meetings, and Reporting. After meeting with you and reviewing the revised RFP, our recommended approach aligns closely with these primary scope elements. We have arrived at the following approach and schedule to complete this phase of the study. Included below are additional details relative to each identified scope element, outlined in the same organizational format as the RFP for easy review. We have also attached an updated version of the "Issues Map" we shared at our pre-proposal meeting at the end of this document for reference as you review the information below.



#### **ONE |** DATA COLLECTION

A critical first step to any project is quality data collection. Without accurate data, the effects and success of any changes will be uncertain. MSA has developed into a premier data collection firm in Wisconsin, as referenced by our six-year master contract relationship with WisDOT specifically for data collection services. You can be confident our data collection process is rigorous, and will produce highly accurate results.

#### TRAFFIC VOLUME DATA COLLECTION

MSA has assisted WisDOT with updating the Annual Average Daily Traffic (AADT) data for the entire NE Region the last three summers, including key routes within the City of Neenah in 2016. Access to this data can be found at: <u>http://transportal.cee.wisc.</u> <u>edu/products/hourly-traffic-data/byloctext/winnebago.html</u>

Nearly half of the 120+ sites in Neenah include 2016 data, and a number of sites are in or near the study area boundary. Having this baseline of ADT data will help our team identify variances in hourly volumes to discern the peak hours and how quickly the peaks rise and fall. We have already been able to utilize this existing information to our advantage to save you costs by identifying the necessary amount of new data to collect and process at this initial project stage. Additionally, this existing data will help in calibrating the traffic models and determining time periods for implementation of new timing plans. To supplement the existing AADT data, representative turning movement counts will be collected by our Appleton staff at each of the eight (8) identified intersections to utilize in the traffic modeling. Counts will be collected via Miovision traffic counting units. The Miovision system allows MSA to collect the data cost effectively, minimize manual labor, produce highly accurate data, and provide video evidence of conditions as needed for model calibration, reporting, and public meetings. Miovision also allows MSA to create a client portal for the City to maintain their historical information and review data and reports over time.

MSA has enough cameras to collect the eight (8) requested intersection turning movements in only two days of collection. It is assumed that the intersections of Winneconne Ave & Commercial St. and Torrey St. & Main St. will need two counters to provide the necessary accuracy due to unique geometry and bypass/slip lanes. While data will be recorded for a 14 hours (6AM to 8 PM) at each location, it is assumed that initially only six hours of data will be processed at each intersection based on the findings of the AADT review (two hours for each of three timing plans/peak periods). It is assumed that traffic count will be collected in the late winter or early spring of 2018. However, if "seasonal" pedestrian and bicycle counts are important, it is recommended that the counts be delayed as long as possible to balance the project schedule and improving weather conditions.

The additional recorded video will be held and provided to the City for possible use at a later date depending on the findings of this initial study process. The additional video would become essential for items such as signal warrant analysis or other study types, including gap studies, that may become important as this study develops. By utilizing the Miovision system, we can collect all the information for the City at one time, and avoid concerns over inconsistent dates of data collection and different seasonal traffic conditions. Most importantly, recording of the additional video is absolutely FREE, and by doing it now, you won't have to pay for future mobilizations to collect additional data at intersections included in this initial effort. The only future cost would be a nominal processing fee should the data be necessary.

# ROAD NETWORK GEOMETRIC CONDITIONS

MSA will complete an initial desktop review of the study area using aerial imagery and available plans and studies to gather preliminary information on existing traffic control, posted speed limits, and general intersection geometry including the existing number of lanes, lane widths, length of turn lanes, bike lanes and facilities, parking, roadway signage and pavement markings.

A follow-up field reconnaissance of the study area will be completed in conjunction with either the data collection effort or the staff kick-off meeting to minimize travel costs on the project. This effort will be used to gather data on facility conditions, and to confirm information that was unclear from the desktop review. A review of the Church Street parking ramp and potential modifications/alternative access points will also be completed at this time. The data collected will be used for analysis purposes and to create exhibits.

#### **TRAFFIC SIGNAL OPERATIONS**

MSA will review traffic signal operation information provided by the City to build an accurate existing conditions model and determine the capabilities of the existing signal infrastructure. It is assumed that timing plans and as-builts are available and will be provided as needed for any signal within the study area.

#### TWO | ANALYSIS

With data collection complete, MSA will develop and analyze existing and projected operational conditions based on the existing geometry and traffic patterns. This allows for an accurate assessment of areas for improvement.

#### **TRAFFIC MODELING**

MSA is familiar with the travel demand model created by East Central Wisconsin Regional Planning Commission and has been hired by ECWRPC in the past to assist with data collection. MSA knows the staff that would assist with providing data relative to the traffic projections. The turning movement counts collected in 2018 will be projected to 2038, and the eight intersections identified in the RFP (plus any additional intersections agreed to at project start) will need projections for a minimum of the AM and PM peak hours. Forecasted peak hour volumes will be developed based on information provided by ECWRPC.

Once the 2018 and 2038 volumes have been determined, MSA will build an existing geometric traffic model and analyze operations at each intersection where volume data exists identified for both 2018 and 2038. Existing geometrics and signal phasing and timing provided by the City will be input into the model. The analysis will be completed using Synchro analysis software with Highway Capacity Manual outputs whenever possible. It is assumed that no changes to geometry, equipment or phasing will be at this stage. These models will be utilized to identify issues and traffic management strategies warranting further study, and serve as a baseline comparison for alternatives analyzed.



# PROJECT APPROACH



# COMMERCIAL STREET TRAFFIC SIGNAL TIMING PROGRESSION ANALYSIS

Once the baseline models are complete, MSA will revise the 2018 models to analyze new timing plans for the Commercial Street corridor. The goal will be to improve overall progression and operations throughout the downtown, without changes to the existing infrastructure. It is assumed the following intersections with Commercial Street will be included in the progression analysis: Winneconne Ave., Columbian Ave., Wisconsin Ave., and Forest Ave. MSA believes that the Wisconsin Ave. & Church St. should be reviewed as part of the progression analysis, as changes to the plan at Wisconsin Ave. & Commercial St. will impact the operations at Wisconsin Ave. & Church St. as well. Coordination may also allow for operational improvements at the Church St. signal as part of the retiming.

As noted, it assumed that no changes to geometry, equipment or phasing will be included as part of this progression analysis. For the purposes of this project, it is assumed that both AM and PM peak hour timing plans will be provided, as well as an "off-peak" plan. MSA has developed a timing plan parameter worksheet that provides traffic signal programmers a wide variety of data to accommodate conditions that can be expected during programming. MSA will coordinate with the City to make sure the timing parameters report matches Neenah's preferences.

The deliverable for this part of the study will be MSA's recommended timing plan setup to improve operations without changing existing roadway infrastructure. It may be determined

that there is limited improvement to be made without improvements such as changes to lane capacity/configurations or signal equipment and phasing. MSA will identify opportunities to further improve the operations as appropriate.

#### **CHURCH STREET RAMP ACCESS**

The review of the Church Street Ramp access will focus both on the intersection operations at Church St. & Wisconsin Ave. and a review of potential alternatives to improve access and flow when exiting/entering the ramp. Some low-cost options that could be investigated further as part of the study include potential peak hour turn restriction and signal infrastructure improvements at Wisconsin Ave. A larger and long-term alternative could be to investigate a second access point from the ramp directly to Wisconsin Ave. or Commercial St. MSA is aware that this would likely occur only if an access agreement can be reached, unless the City wishes to purchase additional right of way. However, the improvement could have significant positive impacts to downtown traffic.

#### **IDENTIFICATION OF ISSUES**

As noted in the above tasks, throughout the study, MSA will work with you to identify potential areas of additional study and analysis. Each issue will be described and an explanation provided on why further investigation may be needed. Possible solutions that could be analyzed for effectiveness will be included if appropriate. The following is an overview of the types of studies and locations that could identified for additional review.

- Traffic Signal Warrant Analysis: For unsignalized intersections where traffic counts have been completed, MSA may recommend processing the addition count video collected to complete a signal warrant analysis if operations or safety information indicate a potential need.
- Traffic Control Analysis: The original RFP included four locations where the City identified a desire to review different types of traffic control. MSA will assess if these sites warrant additional study, and also identify other sites with traffic counts where a traffic control review may be pertinent.
- Parking & Pedestrian Accessibility: During our face-to-face meeting, there was a good discussion surrounding bike and pedestrian accessibility. There are tools that have been developed to assess the "bikeability" and "walkability" of a community or area that may be justified to help identify needs.
- Changes in Traffic Flow: Another option that came up in discussions was the potential to reconfigure traffic flow patterns in the downtown to encourage certain routes or reduce traffic on others. Once the existing conditions are known, and limitations of traditional improvements have been considered, these options could be reviewed if needed to further improve traffic in the downtown.
- Additional Parking Capacity: The City has also identified need for a future parking ramp is anticipated in the future. The size, location, and businesses permitted to park in a new facility would impact traffic patterns and could be reviewed as a side study upon the completion of this effort.

#### THREE | MEETINGS

MSA will coordinate and attend one public information for this project to gather additional information about current traffic concerns. The public involvement meeting will need to build on the 2016 Downtown Traffic Survey and acknowledge an understanding of the concerns that were noted in the over 1,000 responses. MSA has been involved with a number public information meetings, including downtown planning studies, and we have crafted our public involvement strategies to increase public engagement and enthusiasm. It would be proposed that the public involvement meeting be held after data collection and preliminary traffic analysis has been completed. MSA will also coordinate and attend three (3) city staff steering committees as part of the project.

- Kick Off Meeting: Provides an opportunity to further discuss the goals and schedule of your project. Timed with data collection or field review to minimize costs.
- Interim Progress Meeting: Provides an opportunity to discuss preliminary findings on the project. This meeting would also be a good opportunity for us to prepare for the public involvement meeting.
- Pre-Report Meeting: Occurs after we provide you with a draft of the report. It will give us the opportunity to discuss the draft and any comments prior to final submittal.

#### FOUR | REPORTS

A report documenting the data collection and analysis process, initial findings of the existing conditions, recommendations relative to the Commercial Street corridor progression, and recommended further investigations will be prepared by MSA for your review and comment. The report will include text, tables and exhibits pertinent to the study.

MSA will submit one draft electronic copy of the traffic study to the City of Neenah for review. Once comments have been received and addressed, an electronic copy and one hard copy of the final traffic study will be provided to the City of Neenah.



## PROPOSED SCOPE ADDITIONS

The City has requested MSA provide additional detail, including cost, on the following potential scope additions to the downtown traffic study. This information is based on the proposed additions provided in the original proposal, and includes only those elements requested by the City for additional consideration. Costs are provided with each task and on the subsequent spreadsheet, which includes the original cost proposal as well as the scope additions. Where only total costs are listed with the tasks, all costs are labor related.

#### DATA COLLECTION

#### **INTERSECTION COUNTS**

Three locations were identified for traffic counts that were not in the original project scope. These include W. Doty Ave & S. Church St; W. Doty Ave & S. Commercial St; W. Columbian Ave & S. Church St. As noted in the original proposal, this study may identify that retiming alone does not achieve desirable traffic conditions in the downtown. If that is the case, having counts on Doty Ave and Columbian Ave will be useful for considering one-way or imbalanced lane design. Further, collecting this data at the same time as the Wisconsin Street, Main Street, and Commercial Street counts would simplify future analysis since the data would be from a consistent time period.

These counts bring the total number of intersection counts to 11. This number of counts can still be completed in the originally identified 2 days of field work. Therefore, additional costs will only include the actual setup and processing of the additional three (3) locations. Counts will be completed as prescribed for the other 8 locations, with 14 hours of data being recorded, but initially only 6 hours of counts being processed. Other conditions of collecting and processing of the data will be consistent with the parameters described in the original proposal.

Labor Cost	\$445.00
Data Cost	\$450.00
Total Cost	\$895.00

#### TRAFFIC ANALYSIS

#### **CRASH ANALYSIS**

MSA will review City provided crash data for the study area. Specifically, this information will be reviewed as MSA completes intersection control evaluations, warrant studies, and signal retiming. If alternative formats or data are required, it is assumed they will be provided by the City. No additional individual costs or tasks for crash analysis are necessary as part of the additional scope, as the crash history review will be part of these three processes and a separate document or report specific to crash history, mapping, or documentation will not be prepared.

Total Cost \$0.00

#### TRAFFIC SIGNAL WARRANT ANALYSIS

MSA will provide a basic traffic signal warrant analysis for the intersections of Main Street with Doty Street and with Torrey Street, reviewing in particular warrants 1 and 2 to determine the likelihood of warrants being met. To complete the warrant analysis at these two locations only, the additional 8 hours of collected traffic video will be processed. This will allow for review of both the 8 hour warrant and the 4 hour warrant to a sufficient level for the warranting analysis.

Labor Cost	\$962.00
Data Cost	\$400.00
Total Cost	\$1,362.00

#### INTERSECTION SIGNAL RETIMING

As previously noted, the analysis of the Church St & Wisconsin Ave signal timings is already included as part of the Commercial Street progression analysis. No additional costs are needed for including this in the project at this time.

Total Cost \$0.00

1

# PROPOSED FEE STRUCTURE

	MSA Professional Services										
	Staff Rate/Hr	Ruhland \$141.00	Huibregtse \$117.00	Wilkinson \$144.00	Carpenter \$91.00	Rammer \$82.00	Lenters \$180.00	Janssen \$113.00	Clerical \$79.00	Total Hours	Total Fee
Task No.	Task Description	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours		
001	1. Data Collection	7	5	0	12	32	0	0	0	56	\$3,632.00
	A. Traffic Volume Data Collection		1			20				21	\$1,757.00
	B. Roadway Network Geometrics	2	2			8				12	\$1,172.00
	C. Traffic Signal Operations	1	1							2	\$258.00
	D. 3 Additional Intersection Counts		1			4				5	\$445.00
002	2: Analysis	20	35	36	72	24	2	2	0	191	\$13,969.00
	A. Traffic Modeling	2	3		20					25	\$2,453.00
	B. Commercial Street Traffic Signal Timing Progression Analysis	4	8		20	12				44	\$4,304.00
	C. Church Street Ramp Access	4	12			4				20	\$2,296.00
	D. Issues Identification	8	8	4	8		2	2		32	\$3,954.00
	E. Traffic Signal Warrant Studies (2)		2		8					10	\$962.00
003	3: Meetings	23	23	0	0	8	1	3	0	58	\$7,109.00
	A. Public Involvement Meeting	8	8			8	1	3		28	\$3,239.00
	B. Staff Steering Committee Meetings (3)	15	15							30	\$3,870.00
004	4: Report	6	5	2	12	12	1	0	2	35	\$4,133.00
	A. Report Development	2	4	2	8				2	18	\$1,924.00
	B. Exhibits		1		4	12				17	\$1,465.00
	C. QA/QC	4					1				\$744.00
	REIMBURSABLES										\$3,064.00
	Traffic Video Processing										\$1,200.00
	Additional Video Processing										\$850.00
	Mileage										\$776.00
	Copies, Colored Prints, Plots										\$238.00
	Total Not To Exceed	50	63	6	60	64	4	5	2	249	\$29,650.00
	Additional Requested Services	0	3	0	8	4	0	0	0	15	\$2,257.00
	Revised Total Not To Exceed	50	66	6	68	68	4	5	2	264	\$31,907.00

Ν

# TASK LIST AND SCHEDULE

# TASK LIST AND SCHEDULE

The following preliminary schedule is based on a council approval of the selected consultant in late December 2017, and assumes an approved contract would be signed in January. Therefore, a notice to proceed would begin sometime in late January or early February 2018. This schedule is a preliminary recommendation based on the baseline scope included in the RFP, and could be revised or adjusted to include additional scope elements or to meet city needs or identified target meeting schedules as necessary.

ТАЅК	PRELIMINARY DATE
Desktop Data Collection	Early February 2018
Traffic Counts/Field Recon*	Late Feb/Early March 2018
Kickoff Meeting/Field Recon*	Early March 2018
ECWRPC Coordination	March 2018
Existing Conditions Analysis	March/April 2018
Interim Progress Meeting	April 2018
PIM	Late April 2018
Commercial Street Progression Analysis	Early May 2018
Identification of Issues	Throughout the Project
Report Development	May 2018
Preliminary Draft Submittal & Pre-Report Meeting	June 2018
Final Report Submittal	Early July 2018

\*Field recon will occur with either the traffic counts or the kick-off meeting to save travel costs.







### MEMORANDUM

DATE:January 2, 2019TO:Chairman Bates and Public Services and Safety Committee MembersFROM:Chris A. Haese, Director of Community Development and AssessmentRE:Proposed Laudan Blvd. Vacation

The Neenah Joint School District (NJSD) has been working on a facilities improvement plan for the last year. An outcome of this effort is a planned referendum to seek support for the construction of a new middle school on the Shattuck campus. In order to construct this facility to the optimal size with the least disruption to the students, the new building would be constructed on the south end of the campus in an area that currently houses athletic fields, but also includes the right of way of Laudan Blvd. Upon completion of the new building, the existing structure would be removed and new athletic facilities would be constructed in its place. The NJSD is requesting the vacation of Laudan Blvd., between Reed Street and Elm Street, to provide sufficient area to construct the planned middle school campus. SEE ATTACHED CONCEPT PLAN.

Staff has reviewed the conceptual plan for the new campus and is in support of the requested street vacation. Although this section of Laudan Blvd. provides connectivity for the overall street network, the particular section of street experiences limited through traffic. The majority of Laudan Blvd. through traffic that does occur is between S. Park Avenue and Congress Street and from S. Commercial Street to Oak Street. On the contrary, a strong majority of traffic that utilizes the portion of Laudan Blvd. in question, is related to school or athletic facility activities. Recognizing the importance this section of street has to school access, staff is requesting a new street along the south end of the proposed campus to provide mobility around the campus while minimizing the use of Cecil Street for this purpose. Staff is also evaluating the need to relocate an existing water main that lies within the portion of street to be vacated.

The NJSD will begin to circulate information regarding the new Shattuck Campus to the public in late January and is requesting action on the initiation of the vacation process prior to that time. Staff is proposing to utilize a public interest vacation process, the first step of which is the introduction of a Resolution to Vacate. Upon introduction of the Resolution, a minimum 40 day public input period is held with a public hearing that will follow. Approval of the Resolution will complete the vacation. Given that the new school will not be built unless the referendum passes in the April election, staff has drafted the resolution such that it will not take effect unless the referendum passes and the project moves forward. The 40 day comment period and public hearing will give sufficient time to notify the neighborhood of the pending action and to address any concerns that are raised as a result.

The Resolution of Vacate is attached for your review and consideration.

CITY OF NEENAH Dept. of Community Development

January 3, 2019 – Page 2

#### **Recommendation**

An appropriate action at this time is to recommend Council introduce Resolution No. 2019-02 to Council and schedule a public hearing for discussion and consideration of the Resolution no less than 40 days from introduction.





**Burr Avenue Extension** 

Shattuck Middle School Neenah, WI December 20, 2018



#### **RESOLUTION NO. 2019-02**

# A RESOLUTION VACATING A PORTION OF LAUDAN BOULEVARD PURSUANT TO SECTION 66.1003(4), WIS. STATS.

WHEREAS, the City of Neenah finds it in the public interest to vacate the following described portion of Laudan Boulevard (between Elm and Reed):

That portion of Laudan Blvd. lying adjacent to the remainder of Lot 1 & 20, Block 2, Bigelow's Addition and Lot 10 & 11, Block 1, Bigelow's Addition, being part of Section 27, T20N, R17E, City of Neenah, Winnebago County, Wisconsin.

This vacation is subject to the following conditions:

1. The passage of the Neenah Joint School District Referendum dated April 2, 2019 for an amount not to exceed \$129,580,000 in part to rebuild Shattuck Middle School;

2. The School District dedicating 60 feet near the southern edge of the property to extend Burr Ave from Elm Street to Reed Street.

3. The School District paying for the cost of the extension of Burr Ave.

4. The School District relocating any necessary utilities currently located within Laudan Blvd.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NEENAH, WISCONSIN this \_\_ day of , 2019 , that the above-described Laudan Boulevard is hereby vacated.

Recommended by:

#### CITY OF NEENAH, WISCONSIN

Moved: \_\_\_\_\_

Passed:

Dean R. Kaufert, Mayor

Patricia A. Sturn, City Clerk



### MEMORANDUM

TO: Mayor Kaufert and Members of the Common Council

FROM: James Merten, Traffic Engineer

DATE: January 3, 2019

**RE:** Harrison Street Angle Parking at Washington Park

During the 2015 conceptual master planning process for Washington Park, additional angle parking was recommended along Harrison Street and included in the estimate of probable cost. The Park and Recreation Department included this line item in an alternative bid option in the 2019 construction specifications for bidding. The purpose of the angle parking is to directly serve the pickleball and tennis courts, as it is anticipated that the main lot will be used by those attending the park to use the splash pad, play equipment, and the discovery ball field.

Currently the street does have unrestricted parallel parking alongside Washington Park with a capacity for about 11 vehicles. The proposal would provide 12 standard spaces and 2 handicap accessible spaces.

As the angle parking proposal would affect the street and exist mostly in the Harrison Street right-of-way, the Park and Recreation Department made a request to Public Works to evaluate the concept and give a recommendation. Public Works staff submitted design criteria requirements for various alternative parking options. The attached proposed design for the alternative bid incorporates said requirements.

Staff recommends converting the parking orientation from parallel parking to angle parking on the west side of Harrison Street along Washington Park as proposed, contingent upon the bid alternate being approved by the Neenah Common Council.



 $\sum$ 

![](_page_47_Picture_0.jpeg)

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

# MEMORANDUM

DATE: January 3, 2019

TO: Mayor Kaufert, Chairman Bates, Members of the Public Services and Safety Committee

**FROM:** Gerry Kaiser, Director of Public Works

**RE:** Provision of Additional Refuse/Recycling Carts

At the meeting of October 29, 2018, Committee discussed certain situations where an additional refuse or recycling cart had been requested and the rationale for granting several of those requests. To this point, no such requests for an additional refuse or recycling cart for single-family residential property have been granted although about 30 combined requests have been received. Staff believes that such requests can be granted under the following conditions:

- 1. The property is single family residential use.
- 2. The property currently has a 95-gallon cart for the type of material of which they are requesting an addition. For example, if a property has a 65-gallon refuse cart and the residents are requesting another refuse cart, they must first convert to a 95-gallon refuse cart before they are allowed to have an additional cart.
- 3. Only 95-gallon carts will be provided as additional carts.
- 4. Only one additional cart of each type is allowed per property.
- 5. Additional refuse carts are charged a service fee of \$185 per year (calculation shown below). This charge should be adjusted annually by the same percentage increase as the tipping fee charge from Winnebago County Solid Waste.
- 6. Additional recycling carts are not charged a service fee. While the calculations shown below indicate an annual cost of about \$25, there may be a perception of discouraging recycling by issuing a charge. This charge should be re-evaluated periodically.

There are not a lot of comparables for our type of operation with city crews collecting both refuse and recycling. In some cases, the municipality collects refuse but has contracted recycling collection. Others have adopted a fee schedule that is essentially a "pay as you throw" structure. Some of them also have an overflow sticker system to allow for those occasions of excess refuse. Most do not specifically note the provision of additional recycling carts, but offer helpful suggestions, such as we have included in our literature.

	Charge for Additional Large Cart		
Community	Refuse	Recycling	
Neenah (proposed)	\$185/year	\$0	
Appleton	\$156/year <sup>1</sup>	Private collection	
Oshkosh	\$180/year	\$0	
Green Bay	No additional carts allowed	No additional carts allowed	

Note 1: Appleton charges \$1.30 per week for a single 90-95 gallon refuse cart. An additional 90-95 gallon cart costs \$1 for each additional 30 gallons, or \$3. \$3 times 52 weeks per year is \$156.

Below are the calculations to support the charges for a second cart.

		Refuse	Re	ecycling
Tipping Fee Costs:	Cart Capacity (gallons)	95		95
	Cart Capacity (CY)	0.475		0.475
	Material Density (lb/CY)	300		125
	Weight per Cart (lb)	142.5		59.38
	Weight per cart (Ton)	0.071		0.030
	Collections per Year	52		26
	Weight per Year	3.705		0.772
	Tipping Fee (\$/Ton)	\$ 41.00	\$	10.00
	Tipping Fee/Cart/Year	\$ \$ 151.91		7.72
Collection Wages:	Collection Time (sec)	30		30
	Collection Time (hrs)	0.0083		0.0083
	Collection Time/Year (hrs)	0.4333		0.2167
	Wage-Fringe Rate (\$/hr)	\$ 35.00	\$	35.00
	Wages-Fringes/Year	\$ 15.17	\$	7.58
Equipment Costs:	Truck Rate (\$/hr)	\$ 45.00	\$	45.00
	Equipment/Year	\$ 19.50	\$	9.75
	TOTAL COST per Year	\$ 186.57	\$	25.05

Recommendation: Staff recommends that additional refuse or recycling carts be allowed per the conditions noted above and that the Fee for Services Schedule and Solid Waste ordinance be adjusted accordingly.

![](_page_49_Picture_0.jpeg)

#### **RESOLUTION NO. 2018-29**

#### PRELIMINARY RESOLUTION OF INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS BY POLICE POWER UNDER SECTION 66.0703 OF THE WISCONSIN STATUTES AND SECTION 13-1 OF THE NEENAH MUNICIPAL CODE.

RESOLVED, by the Common Council of the City of Neenah, Wisconsin.

1. The Common Council hereby declares its intention to exercise its power under Section 66.0703 Wisconsin Statutes, and Section 13-1 of the Neenah Municipal Code to levy special assessments under the police power upon all properties abutting the following improvements in the City of Neenah, Wisconsin:

Installation of sanitary sewer laterals for properties served by sanitary sewers on the following streets:

- 1. Caroline Street (Union to Van)
- 3. Thomas Court
- 5. Stevens Street (Congress to Doty)
- 7. Courtney Court

- 2. Stanley Court
  - 4. Stanley Street (Marathon to S. Commercial)
  - 6. 5th Street (Clark to Lincoln)
- 2. The Common Council determines that the above improvements constitute an exercise of the police power and the amount assessed each parcel abutting on the above named street shall be on a reasonable basis as approved by the Common Council which is in effect at the time of installation in accordance with special assessment procedures set forth in provisions of Section 13-1, Neenah Municipal Code.
- 3. The assessments against any parcels of land shall be paid as provided in the City of Neenah Municipal Code, Section 13-2 and 13-3.
- 4. The Public Services and Safety Committee shall with respect to the items mentioned at paragraph 1 above prepare a report consisting of:
  - a. Preliminary or final plans and specifications of the improvements.
  - b. An estimate of the entire cost of the proposed work or improvements.
  - c. A schedule of the proposed assessments as to each parcel of property affected.
  - d. A statement that the properties against which the assessments are proposed are benefited and that the improvements constitute an exercise of the police power.

Upon completion of such report, the Public Services and Safety Committee is directed to file such reports in the City Clerk's office for public inspection.

5. Upon receiving a report of the Public Services and Safety Committee, the Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes.

Recommended by: Public Services and Safety Committee CITY OF NEENAH, WISCONSIN

Moved:

Dean Kaufert, Mayor

Passed:

Patricia Sturn, City Clerk

# Public Services & Safety Committee January 8, 2019

### **BEVERAGE OPERATOR LICENSE APPLICATIONS:**

New or Renewal	Last Name, First, M.I.	Municipality	Place of Business
New	Jenkins, Elizabeth A.	Neenah	Festival Foods
New	Sheets, Benjamin Davis	Neenah	Uncorked Bistro