



Parks & Recreation Commission -

THURSDAY, APRIL 18, 2019; 4:30 PM
Hauser Room, City of Neenah, 211 Walnut Street

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

MEMBERS	Lee Hillstrom, Kate Hancock-Cooke, Gary Lawell, Peter Kelly, Jim Vedder, Ted Galloway, Judy Zaretzke, Amanda Louden, Christopher Kunz	
STAFF	Stephanie Schott, Jim Kluge, Trevor Fink and Michael Kading	
AGENDA TOPICS		
CALL TO ORDER		
APPEARANCES	Open Forum / Commission Consideration of Appearances	
MINUTES	Approval of Meeting Minutes of March 21, 2019	Attached
BILL VOUCHERS	Bills for January	Lawell
FINANCIAL Report	Reviewed quarterly in March, June, September, December	Attached
MISSION ACTION Report		Attached
BUSINESS ITEMS	<ol style="list-style-type: none"> 1. Park Utility Vehicle Proposal 2. Cemetery Zero Turn Mower Proposal 3. WE Energy Easement Requests – Various Park Locations 4. Neenah High School Memorandum of Understanding to Use Memorial Park parking lot 5. Major League Fishing Tournament – Rec Park Boat Landing 6. Announcements & Future Agenda Items 	
LIAISON Reports	<ul style="list-style-type: none"> ◇ Plan Commission ◇ Harbor Committee ◇ School Board 	<ul style="list-style-type: none"> ◇ Hancock-Cooke ◇ Galloway ◇ Kunz
ADJOURN		

ADA Accommodation Notice: the following notice should be included in all printed material produced for City programs. In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the **Park and Recreation Department** 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.



**Neenah Parks &
Recreation Department**

Creating Community Through People, Parks & Programs



PARK & RECREATION COMMISSION MINUTES

REGULAR MEETING – March 21, 2018

MEMBERS PRESENT

X	Judy Zaretzke	Kate Hancock - Cooke	X	Gary Lawell	
X	Peter Kelly	X	Jim Vedder	X	Ted Galloway
X	Lee Hillstrom	X	Amanda Loudon	X	Christopher Kunz

STAFF PRESENT

X Michael T. Kading, Director of Parks & Recreation
Jim Kluge, Superintendent of Recreation
Trevor Fink, Superintendent of Parks
X Stephanie Schott, Recreation Supervisor

OTHERS PRESENT: None.

MEETING CALLED TO ORDER BY Commissioner Zaretzke at 4:30 P.M.

CORRESPONDENCE

None.

APPEARANCES

None.

MINUTES

MSC Hillstrom / Galloway to approve the minutes of the February 21, 2018. All voting aye.

BILL VOUCHERS

Commissioner Zaretzke reviewed the vouchers for February and found them to be in order.

MISSION ACTION REPORT

The report was distributed earlier. The following items were discussed:

- Commissioner Kunz reported a sink hole on the Bill Miller Trail.
 - Commissioner Lawell inquired about when the ice rink would be closed for the season. Staff reported that ice maintenance ended in February.
 - Commissioner Lawell inquired about the soil borings and what we learned. Director Kading reported that nothing unusual was found. The greatest gain was understanding the compressability of the soils and how structures will need to be constructed on the site. The borings were for engineering concerns rather than environmental. All findings will be reported to the DNR. Director Kading indicated that he was trying to arrange a joint Committee of the Whole and Commission meeting to further discuss Arrowhead Park.
 - Commissioner Vedder asked about the Winter Survival Skills class. Recreation Supervisor Schott indicated that this was a program held in cooperation with Heckrodt Nature Preserve.
 - Commissioner Zaretzke reminded everyone that \$20 mini fire-fighter raffle tickets are on sale to support the construction of the splash pad at Washington Park.
-



BUSINESS FOR CONSIDERATION

BUSINESS ITEM #1: Commission – Election of Officers

Commissioner Vedder presented the election results, indicating that Gary Lawell was recommended as President and Amanda Loudon was suggested as Vice President.

Action Needed: MSC Vedder / Hillstrom to accept the 2019 nominations of Gary Lawell as President and Amanda Loudon as Vice-President. All voting aye.

BUSINESS ITEM #2: Cook Park Property Acquisition

Director Kading reviewed the enclosed map of the proposed property acquisition of 415 W. North Water Street and indicated that this request had passed Finance & Personnel (March 11) as well as the Common Council (March 20) with funding from Community Block Grant (CBG) funds. Director Kading apologized for having to take the approval process out of order, but explained that the CBG funds needed to be expended by the end of March 2019. The property acquired will be utilized during the redevelopment of Cook Park proposed in 2021. Until then, it will be green space.

Action Needed: MSC Galloway / Hillstrom to affirm the decision to appraise, negotiate and acquire 415 W. North Water Street for a Cook Park expansion using CBG funds. All voting aye.

BUSINESS ITEM #3: Shattuck Park Fountain Alternatives and Analysis

Director Kading indicated that Ayres was retained to help review current conditions and develop options on how to best move forward. The options found in the Commission packet were reviewed. After reviewing the options, Staff felt that Option C was the best recommendation moving forward. It blends the desire to interact with the water while maintaining the historic intent. Option C is a pass through interactive water feature. To make this interactive, the raised “circular cake” will need to be removed.

Current conditions of the fountain render 50% unusable (broken) with limited drainage which causes a puddle of water to form around the site.

Action Needed: MSC Galloway / Lawell to recommend Option C to Council and to include \$300,000 in the Capital Improvement plan. All voting aye.

BUSINESS ITEM #4: 5 – year Capital Improvement Plan (CIP)

Staff reviewed the 2019-2023 CIP highlighting each proposed idea. Commission asked several clarifying questions. Commissioner Galloway volunteered his electrical engineers to help with the pool heaters and boilers to ensure that the city is getting the biggest bang for its buck.

Action Needed: MCS Kelly / Galloway to amend the CIP as presented and to move up the Shattuck Fountain repairs dollars from 2021 to 2020, with hopes of designing and engineering the fountain in 2019, sending out for bidding early 2020, and having the fountain operational / useable by May 2020.



Action Needed: MSC Lawell / Galloway to accept and recommend the CIP budget as amended to the Council as presented. All voting aye.

ANNOUNCEMENTS & FUTURE AGENDA ITEMS

WE Energy easement request

LIAISON REPORTS

PLANS COMMISSION: No report.

HARBOR COMMITTEE: Will be scheduling a spring meeting.

SCHOOL BOARD: Commissioner Kunz reported that the big issue is the April 2 referendum.

MSC Galloway / Lawell to adjourn at 5:44p.

Recorded for the Commission by Michael T. Kading, CPRP

**Neenah Park & Rec
Budget Status
3/31/2019**

EXPENSES	2018 YTD	2019 Budget	2019 YTD	% of Budget
Park & Rec Administration	132,260	596,260	130,505	21.89%
Adult Programs	2,946	14,380	2,664	18.53%
Youth Programs	7,253	28,250	6,544	23.16%
Municipal Pool	7,076	261,110	4,300	1.65%
Independent Programs	2,250	31,000	1,346	4.34%
Playground Programs	1,277	106,850	2,026	1.90%
Other Park & Rec Activities	4,485	14,870	3,314	22.29%
Riverside Players	3,041	31,650	4,408	13.93%
Parks	167,919	929,170	189,472	20.39%
City Wide Forestry Program	69,502	283,490	17,205	6.07%
Cemetery	51,698	254,610	46,118	18.11%
	<u>449,707</u>	<u>2,551,640</u>	<u>407,902</u>	<u>15.99%</u>
 REVENUE				
Community Fest	3,650	17,450	2,950	16.91%
General Receipts	(878)	(13,090)	(1,246)	9.52%
Adult Programs	5,752	17,360	3,448	19.86%
Youth Programs	6,674	31,780	6,768	21.30%
Municipal Pool	120	209,600	888	0.42%
Independent Programs	3,998	33,730	1,232	3.65%
Playground Program	5,280	123,070	3,220	2.62%
Other Park & Rec	129	1,500	44	2.93%
Riverside Players	2,693	37,800	1,235	3.27%
Parks	60,035	113,560	49,469	43.56%
Cemetery	16,000	126,000	6,860	5.44%
	<u>103,453</u>	<u>698,760</u>	<u>74,868</u>	<u>10.71%</u>

Parks & Recreation

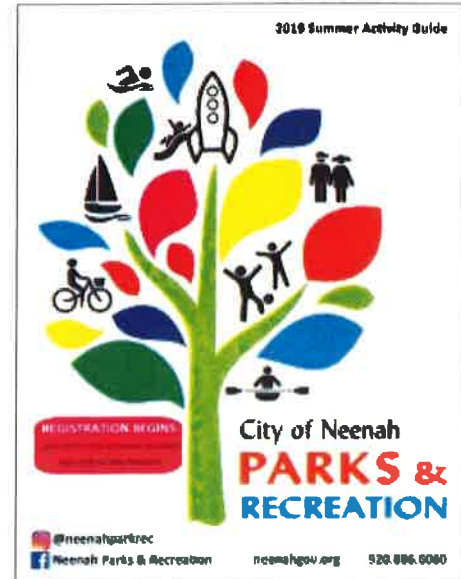
MISSION ACTION REPORT

APRIL 18, 2019



PROVIDE RECREATIONAL EXPERIENCES

- **15th Annual Touch-A-Truck** will be held on May 8 from 10:00 a.m. – Noon. at Memorial Park.
- The Summer Activity guide was distributed to City of Neenah Residence. Registration for Residents began April 3rd and for Non-Residents, April 17th
- **Winter Survival** was well received over Spring Break! **20 students** enrolled and had a great time learning about shelter building and fire starting.



FOSTER HUMAN DEVELOPMENT

- Supervisor Schott and Director Kading attended the **WPRA Spring Workshop on April 11th and 12th**. Sessions included Managing Change, Embracing Leadership, Diversity, and Intergenerational Programing.
- Supervisor Schott has enrolled in the **CIVMIC Emerging Leader Certification Program** and will be taking classes throughout the next two years to complete the program.

PROMOTE HEALTH AND WELLNESS.

- **Self Defense Course** will be offered on Wednesday evenings 6:30 – 7:30 p.m. starting May 22. Instructor will be Michael Theroux who is experienced in martial arts and boxing.

FACILITATE COMMUNITY PROBLEM SOLVING.

- **Stop, Drop and Splash** will take place on May 8th at 11:00AM. Purchase your mini firefighter for \$20 prior to the event. Then attend the annual **Touch-a-Truck** and watch as 600 mini firefighters are dropped from the ladder truck. The five closest mini firefighters to the target will win cash prizes.



*Creating Community Through People,
Parks & Programs*

Parks & Recreation MISSION ACTION REPORT

- **Washington Park Phase 3 Construction** has begun! Off to a rough start with the weather but the contractor is confident that we can meet the schedule.



PROTECT ENVIRONMENTAL RESOURCES.

- **Ash tree** removals continue throughout the city. Trees will be replanted this spring/early summer.

STRENGTHEN SAFETY AND SECURITY

- Neenah Parks & Recreation is hosted a **Lifeguard Instructor course** on April 14 at the Neenah Pool.
- **Bike Safety Clinics** have been scheduled for a number of the Neenah Elementary schools this May. Clinics are done in conjunction with the school PE teacher and officer support from the Neenah Police department. For the past 20 years Neenah Parks & Rec has provided this free service to schools to assist with basic bike safety as they get ready for their yearend school bike hike.

INCREASE CULTURAL UNITY

- **Riverside Players** held audition for the two performances this summer **Moon Over Buffalo** – June 26 – 30 and **Clue The Musical** July 25-28 & July 31-Aug. 4. Both shows have been cast and tickets are currently on sale.

STRENGTHEN COMMUNITY IMAGE AND SENSE OF PLACE

- The annual **Arbor Day Celebration** will take place on April 26, 10 a.m. at Rec Park. Commissioner Galloway will be honored with the planting of a Dawn Redwood for his 20 years of service on the Park and Recreation Commission.
- **Seasonal park shelters** are tentatively scheduled to be opened the week of April 29, weather dependent.
- **10th Annual Renew the Slough** is scheduled for Saturday, May 11. Looking for volunteers to assist with this great event.
- **Family Fun Night**, hosted at Memorial Park, on May 16 from 5:00-7:30 p.m. Neenah Police Bicycle Patrol sponsors this free event. Highlights include: Bike Rodeo, helmet and bike checks, Fat Tire test rides, dunk tank, appearance by the ThedaStar Helicopter and more.



P&R Commission Meeting – April 18, 2019

BUSINESS ITEM #1: Park Utility Vehicle Proposal #PR19-RO7 Results

Requests for Proposals were sent to four vendors for replacing a 2003 utility vehicle that is used by maintenance personnel at Riverside Park.

<u>Company</u>	<u>Description</u>	<u>Price</u>
Horst Distributing, Chilton, WI	Cushman 800 Hauler	\$ 8,995.00
Riesterer & Schnell, Neenah, WI	John Deere TX	\$ 9,875.04
Riesterer & Schnell, Neenah, WI	John Deere HPX615E	\$12,505.89
Service Motor Company, Dale, WI	Kubota RTV-XG850	\$14,751.39
Reinders, Inc., Sussex, WI	NO PROPOSAL	

Amount budgeted in the 2019 CIP Park Equipment is \$20,000. Staff recommends acceptance of the proposal from Riesterer & Schnell, Neenah, WI in the amount not to exceed \$9,875.04.

Action Needed: A motion to accept the proposal from Riesterer & Schnell, Neenah, WI in the amount not to exceed \$9,875.04.

BUSINESS ITEM #2: Cemetery Zero Turn Mower Proposal #PR19-LM5 Results

Requests for Proposals were sent to six vendors for replacing a 2010 zero turn mower used by maintenance personnel at Oakhill Cemetery.

<u>Company</u>	<u>Description</u>	<u>Price</u>
Horst Distributing, Chilton, WI	Bobcat – Pro Cat 5000 52 (Gas)	\$ 9,695.00
Joe’s Power Center, Kimberly WI	Scag Cheetah 52” EFI (Gas)	\$10,762.82
Riesterer & Schnell, Neenah, WI	John Deere Z925MEFI (Gas)	\$10,350.00
Riesterer & Schnell, Neenah, WI	John Deere Z994R (Diesel)	\$14,775.00
Service Motor Company, Dale, WI	Kubota ZG22A-48 (Gas)	\$ 8,317.21
Service Motor Company, Dale, WI	Kubota ZD1011-48 (Diesel)	\$11,661.77
Reinders, Inc., Sussex, WI	NO PROPOSAL	
Bobcat, Inc., Janesville, WI	NO PROPOSAL	

Amount budgeted in the 2019 CIP Cemetery Equipment is \$15,000. Staff recommends acceptance of the proposal from Horst Distributing, Chilton, WI in the amount not to exceed \$9,695.00

Action Needed: A motion to accept the proposal from Horst Distributing, Chilton, WI in the amount not to exceed \$9,695.00.

BUSINESS ITEM #3: WE Energies Easement Requests

We Energies is requesting easements through various parks for underground cable and component placement. WE Energies will provide a \$6,000 landscape payment for the placement of the 3 VFI's at Riverside Park and the 1 VFI already placed at Rec Park last fall. Attached maps show proposed easements for each park, respectively.

Staff has reviewed and recommends acceptance of the proposed easement and further requests that each site be voted on separately. Language created for both Wilderness and Rec Parks has been carried forward into these easement documents.

Kimberly Point Park easement would allow for the overhead electric cable to be buried underground in the easement area. Above ground equipment includes 2 transformers and 2 pedestals which may be deleted if adjacent property owners allow their service to be buried underground.

Action Needed: A motion to accept and recommend the WE Energies easement request for Kimberly Point Park.

Laudan Park easement is needed for placing electric cable underground and to avoid conflict with existing water main on that corner. No above ground equipment is needed.

Action Needed: A motion to accept and recommend the WE Energies easement request for Laudan Park.

Quarry Park easement is needed for placing electrical cable underground. A temporary junction box would be placed (similar to a VFI) for approximately one year while they work on replacing and upgrading the cables in the area.

Action Needed: A motion to accept and recommend the WE Energies easement request for Quarry Park.

Riverside Park easement is needed for placing electrical cable underground. Additionally, 2 above ground single phase VFI boxes (smaller than the three phase) and one transformer for power to Wheeler lift station will be installed on the north end of the park. One VFI will also be placed in the southeastern section, west of trail along N. Park Ave. to avoid tree conflicts.

Action Needed: A motion to accept and recommend the WE Energies easement request for Riverside Park.

525 Cedar Street (Park Maintenance Building) easement is needed for placing electrical cable underground with one transformer above ground for power to the existing park maintenance building.

Action Needed: A motion to accept and recommend the WE Energies easement request 525 Cedar Street.

BUSINESS ITEM #4: Neenah High School Memorandum of Understanding (MOU) for Use of Memorial Park – Tullar Parking Lot

Due to several factors including safety, traffic flow and parking concerns in the neighborhoods surrounding the high school, Neenah High School Administration has requested the possibility of revisiting the idea of using the parking lot closest to the high school (Conant Bldg) in Memorial Park. City staff has met with high school administration staff to further discuss and work out the details. Attached you will find a map of the proposed parking lot use and a draft of the MOU.

Note: there are approximately 155 stalls in the Tullar lot and the lease is for 140 stalls. The remaining stalls are ADA stalls, and ones that will be marked specifically for Park guests only.

Staff is seeking approval of the MOU draft and permission to continue working out the details.

Action Needed: A motion to approve the MOU draft and permission to continue working out the details.

BUSINESS ITEM #5: Major League Fishing Tournament – Rec Park Boat Landing

Representatives from the Major League Fishing Bass Pro Tour approached Future Neenah and the City about possibly hosting a bass fishing tournament on Lake Winnebago from City of Neenah. There are several requirements requested, such as a 2.5 acre media and service area, hotel and meeting rooms, and a place to launch boats. The CBV has indicated the 1,000 room nights and nine day stay of staff and anglers will have an approximate \$350,000 impact on the economy. Tournament staff and anglers arrive June 22 with fishing occurring from June 24 – 29. (Note: a video link was sent to Commissioners prior to the meeting).

The Mayor and Staffs from Community Development, IT, Park & Rec, Future Neenah and Fox Cities CVB have reviewed the requirements and feel that the requirements can be met in a cost effective manner while significantly promoting Neenah and Lake Winnebago as a great fishing opportunity.

The specific requests from Major League Fishing related to the Park and Recreation Department are to waive the boat trailer parking fees and to dedicate three (3) launches exclusively to the bass tournament from 5:30 – 7:00a at Rec Park from Monday, June 24 through June 30. There are 53 boat trailer parking stalls at Park Rec. The majority of these stalls would be used by tournament participants Monday through Thursday. This is an elimination tournament and less stalls will be needed Friday and Saturday.

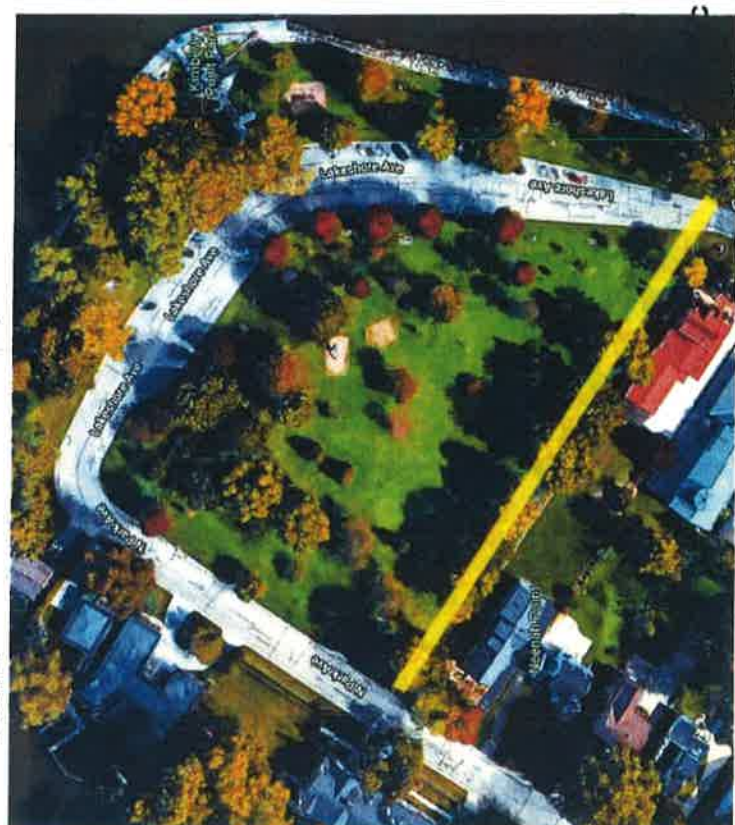
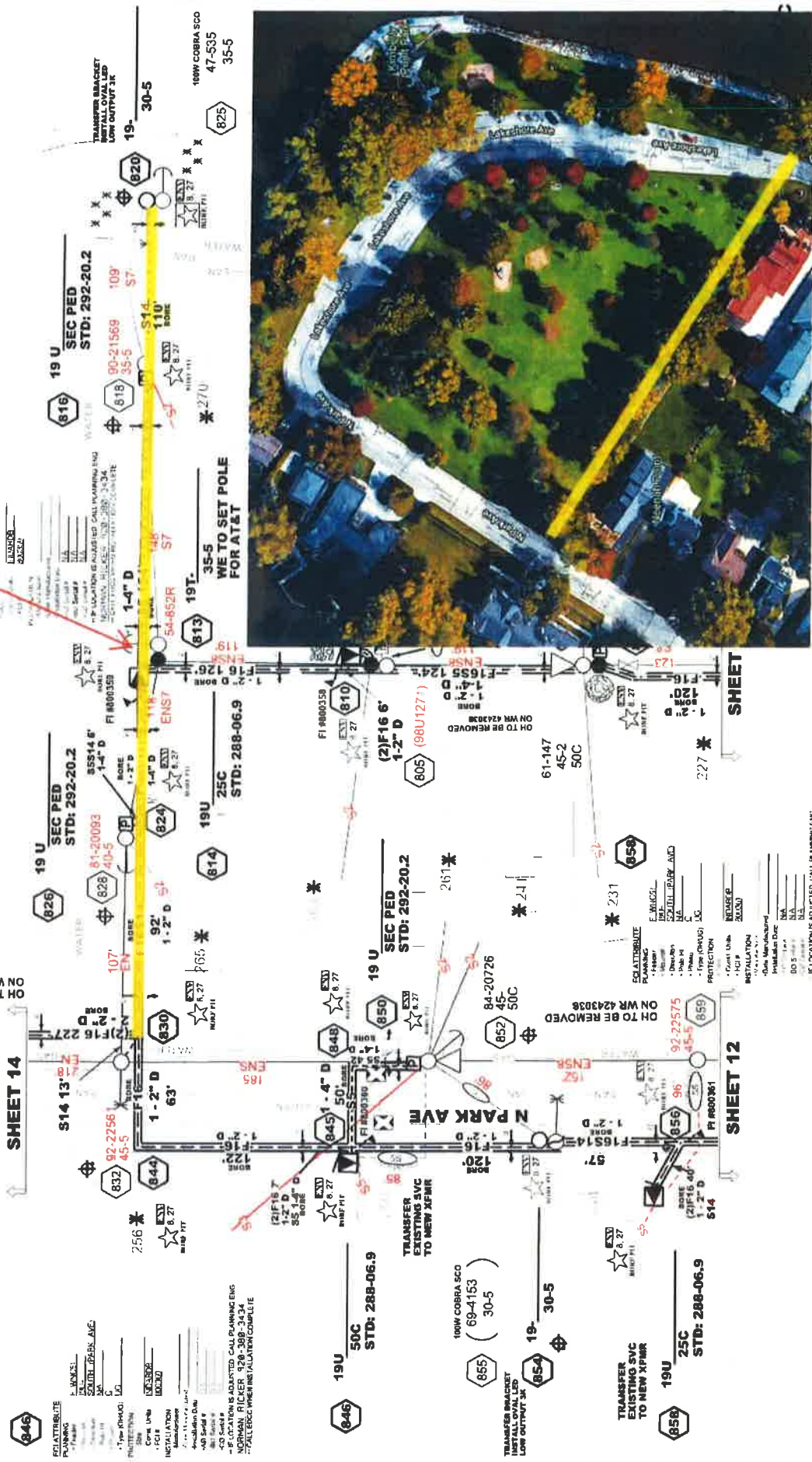
Staff has reviewed and recommends waiving the boat trailer parking fees and granting exclusive permission to staff and participants of the bass tournament to use the three (3) northern-most launches from 5:30 – 7:00a from Monday, June 24 through Saturday, June 29. Fees will also be waived for tournament staff on Saturday, June 22 and Sunday, June 23.

Action Needed: A motion to approve waiving the boat trailer parking fees and granting permission to exclusively use the three (3) northern most launches from 5:30 – 7:00a from Monday, June 24 through Saturday, June 29. Fees will also be waived for tournament staff on Saturday, June 22 and Sunday, June 23.

Announcements & Future Agenda Items

ELECTRIC WORK REQUEST
4243034

Temporary Exhibit A
 12' Easement Area



WE

846
 CONTRIBUTOR
 PLANNING
 WORKSHEET
 SCALE: PER AVE
 DATE: 10/1/14
 PROJECT: 4243034
 SHEET: 13 OF 23
 PROJECT LOCATION: 108W COBRA SCO
 PROJECT NO: 69-4153 (30-5)
 PROJECT NAME: 19-30-5
 PROJECT TYPE: TRANSFER EXISTING SVC TO NEW APPLICANT
 PROJECT STATUS: 100% COMPLETE
 PROJECT OWNER: NORRMAN RICKER 326-388-3434
 PROJECT ENGINEER: TALLERCO WHEN INSTALATION COMPLETE

846
 19U 50C
 STD: 288-06.9
 108W COBRA SCO
 69-4153
 (30-5)
 19-30-5
 TRANSFER EXISTING SVC TO NEW APPLICANT
 TRANSFER BRACKET INSTALL OVAL LED LOW OUTPUT 3K

858
 19U 25C
 STD: 288-06.9
 TRANSFER EXISTING SVC TO NEW APPLICANT

856
 19U 25C
 STD: 288-06.9
 TRANSFER EXISTING SVC TO NEW APPLICANT

SHEET 13 OF 23
 SCALE 1" = 50'
S17: #8 CU
 SHEET 14
 SHEET 12
 SHEET 11
 SHEET 10
 SHEET 9
 SHEET 8
 SHEET 7
 SHEET 6
 SHEET 5
 SHEET 4
 SHEET 3
 SHEET 2
 SHEET 1

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4243034** IO NO. **52458**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF NEENAH, a Wisconsin municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as **strips of land Twelve (12) Feet in width, being part of Lot Seven (7), Block C, and Lots Seven (7), Eight (8), Nine (9), Block D, and the vacated alley between Blocks C and D, LAKEVIEW ADDITION TO NEENAH**, being a subdivision of a portion of the **Northwest 1/4 of the Northwest 1/4 of Section 26, Township 20 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin.**

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

80100400000
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area. WE Energies shall notify the Superintendent of Parks two weeks prior with intent to begin work and confirm timing of work.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. WE Energies shall complete site restoration within 30 days of completion of installation of the facilities, weather permitting. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

9. Indemnification: The grantee agrees to indemnify, save and keep harmless Grantor, its agents, employees, successors and assigns, from all liability, liens, judgments, costs, damages and expense of whatever kind and nature which may in any way be suffered by Grantor, its agents, employees, successors or assigns by reason of, or in consequence of the operation of said easement by Grantee or for, or on account of any act or thing done or suffered, or omitted to be done, under grant of this easement to Grantee.

10. Use of Easement by Grantor: It is acknowledged by Grantor that said easement shall not interfere with any buildings of Grantor. Grantor may use said easement area for his own purposes, however, Grantor shall not make any construction over or use of said property which will interfere with said easement by Grantee, without written consent of the Grantee. The Grantor may not erect permanent buildings or structures in the easement area.

Grantor:

CITY OF NEENAH, a Wisconsin municipal corporation

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____,
the above named _____, the _____
and _____, the _____
of the CITY OF NEENAH, a Wisconsin municipal corporation, for the municipal corporation, by its authority, and pursuant to
Resolution File No. _____ adopted by its _____
on _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

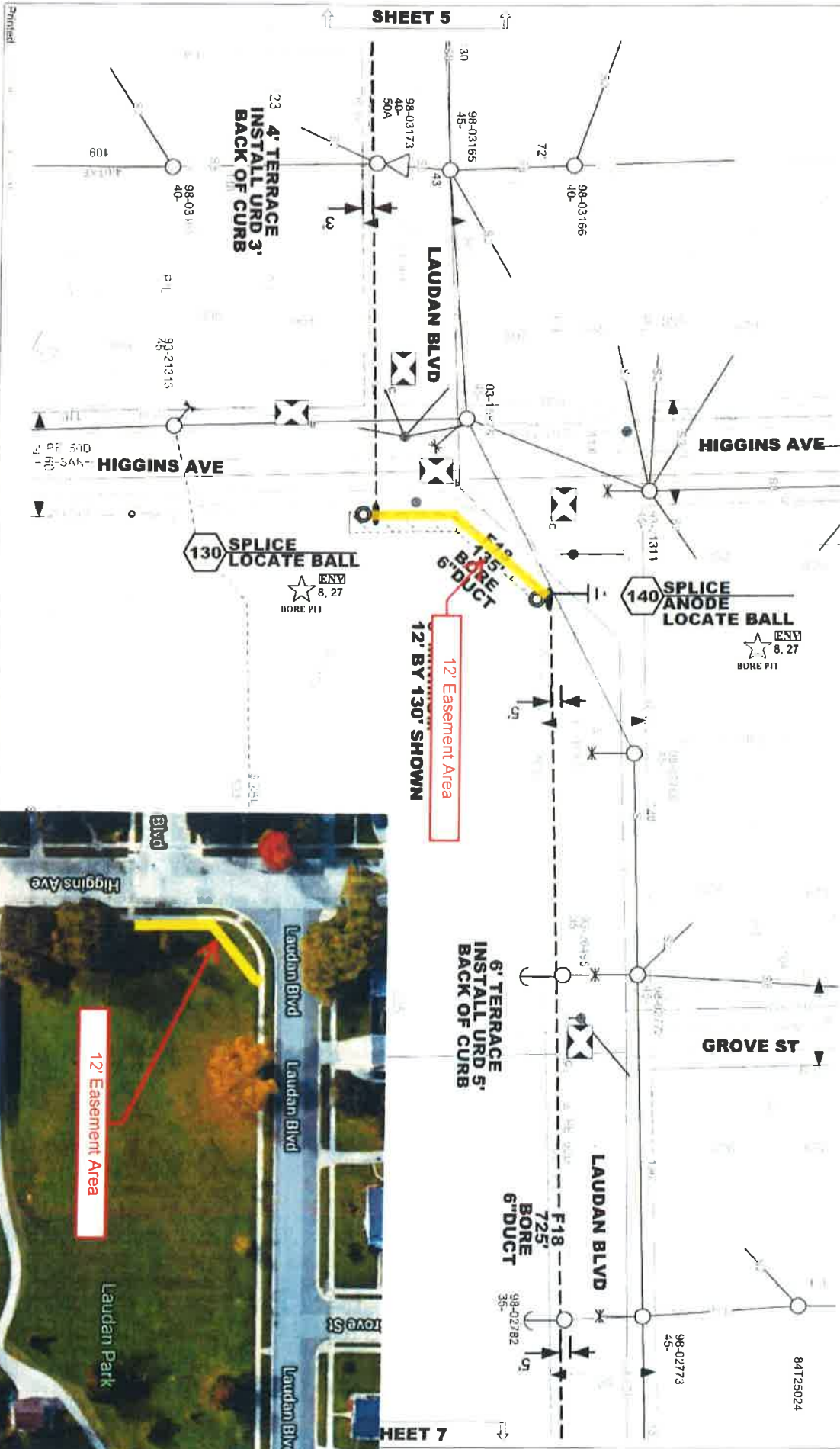
This instrument was drafted by Chris Anderson on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.



4243033

ELECTRIC WORK REQUEST

ALL CABLE INSTALLED IN 6" DUCT - DUCT NOT SHOWN
AT SPLICES THE DUCT WILL HAVE AN OPENING OF APPROX 20"
PLACE MARKER BALLS ABOVE EACH SPLICE



12' Easement Area

SHEET 5

SHEET 7



84125024

98-02773
45-

F18
725'
BURE
6" DUCT

98-02782
30-

6' TERRACE
INSTALL URD 5'
BACK OF CURB

12' Easement Area
12' BY 130' SHOWN

130 SPLICE
LOCATE BALL

ENY
8, 27
BURE PIT

140 SPLICE
ANODE
LOCATE BALL

ENY
8, 27
BURE PIT

LAUDAN BLVD

HIGGINS AVE

GROVE ST

23 4' TERRACE
INSTALL URD 3'
BACK OF CURB

99-21313

109

98-03140

98-03165
45-

72

98-03166
10-

03-1

1311

02

02

02

Printed

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4243034** IO NO. **52458**

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The easement area is described as **strips of land Twelve (12) in width**, being part of Grantor's land located in the **Southwest 1/4 of Section 27, Township 20 North, Range 17 East**, City of Neenah, Winnebago County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area. (Parcel Identification Number)
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area. WE Energies shall notify the Superintendent of Parks two weeks prior with intent to begin work and confirm timing of work.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. WE Energies shall complete site restoration within 30 days of completion of installation of the facilities, weather permitting. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

9. Indemnification: The grantee agrees to indemnify, save and keep harmless Grantor, its agents, employees, successors and assigns, from all liability, liens, judgments, costs, damages and expense of whatever kind and nature which may in any way be suffered by Grantor, its agents, employees, successors or assigns by reason of, or in consequence of the operation of said easement by Grantee or for, or on account of any act or thing done or suffered, or omitted to be done, under grant of this easement to Grantee.

10. Use of Easement by Grantor: It is acknowledged by Grantor that said easement shall not interfere with any buildings of Grantor. Grantor may use said easement area for his own purposes, however, Grantor shall not make any construction over or use of said property which will interfere with said easement by Grantee, without written consent of the Grantee. The Grantor may not erect permanent buildings or structures in the easement area.

Grantor:

CITY OF NEENAH, a Wisconsin municipal corporation

By _____

(Print name and title): _____

By _____

(Print name and title) _____

Personally came before me in _____ County, Wisconsin on _____, _____,

the above named _____, the _____

and _____, the _____

of the CITY OF NEENAH, a Wisconsin municipal corporation, for the municipal corporation, by its authority, and pursuant to

Resolution File No. _____ adopted by its _____

on _____, _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

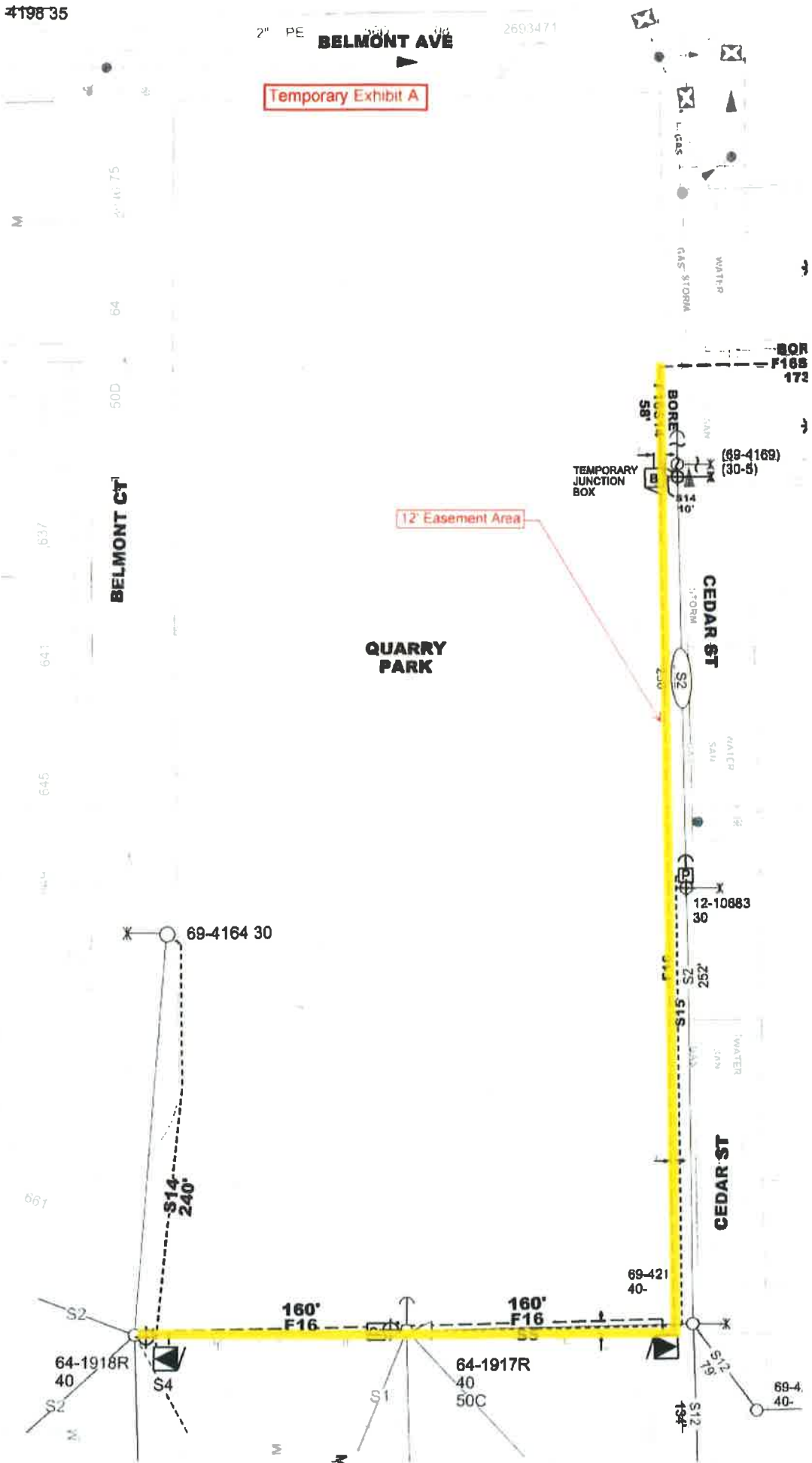
4198 35

2" PE

BELMONT AVE

2693471

Temporary Exhibit A



**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. 4243036 IO NO. 52458

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF NEENAH, a Wisconsin municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as **strips of land Twelve (12) Feet in width, being part of Lot Nine (9), FIRST ADDITION TO LAKE VIEW**, being a subdivision of a portion of the **Southeast 1/4 of Section 27, Township 20 North, Range 17 East**, City of Neenah, Winnebago County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

80102540000
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area. WE Energies shall notify the Superintendent of Parks two weeks prior with intent to begin work and confirm timing of work.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. WE Energies shall complete site restoration within 30 days of completion of installation of the facilities, weather permitting. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

9. **Indemnification:** The grantee agrees to indemnify, save and keep harmless Grantor, its agents, employees, successors and assigns, from all liability, liens, judgments, costs, damages and expense of whatever kind and nature which may in any way be suffered by Grantor, its agents, employees, successors or assigns by reason of, or in consequence of the operation of said easement by Grantee or for, or on account of any act or thing done or suffered, or omitted to be done, under grant of this easement to Grantee.

10. **Use of Easement by Grantor:** It is acknowledged by Grantor that said easement shall not interfere with any buildings of Grantor. Grantor may use said easement area for his own purposes, however, Grantor shall not make any construction over or use of said property which will interfere with said easement by Grantee, without written consent of the Grantee. The Grantor may not erect permanent buildings or structures in the easement area.

Grantor:

CITY OF NEENAH, a Wisconsin municipal corporation

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____,

the above named _____, the _____

and _____, the _____

of the CITY OF NEENAH, a Wisconsin municipal corporation, for the municipal corporation, by its authority, and pursuant to

Resolution File No. _____ adopted by its _____

on _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

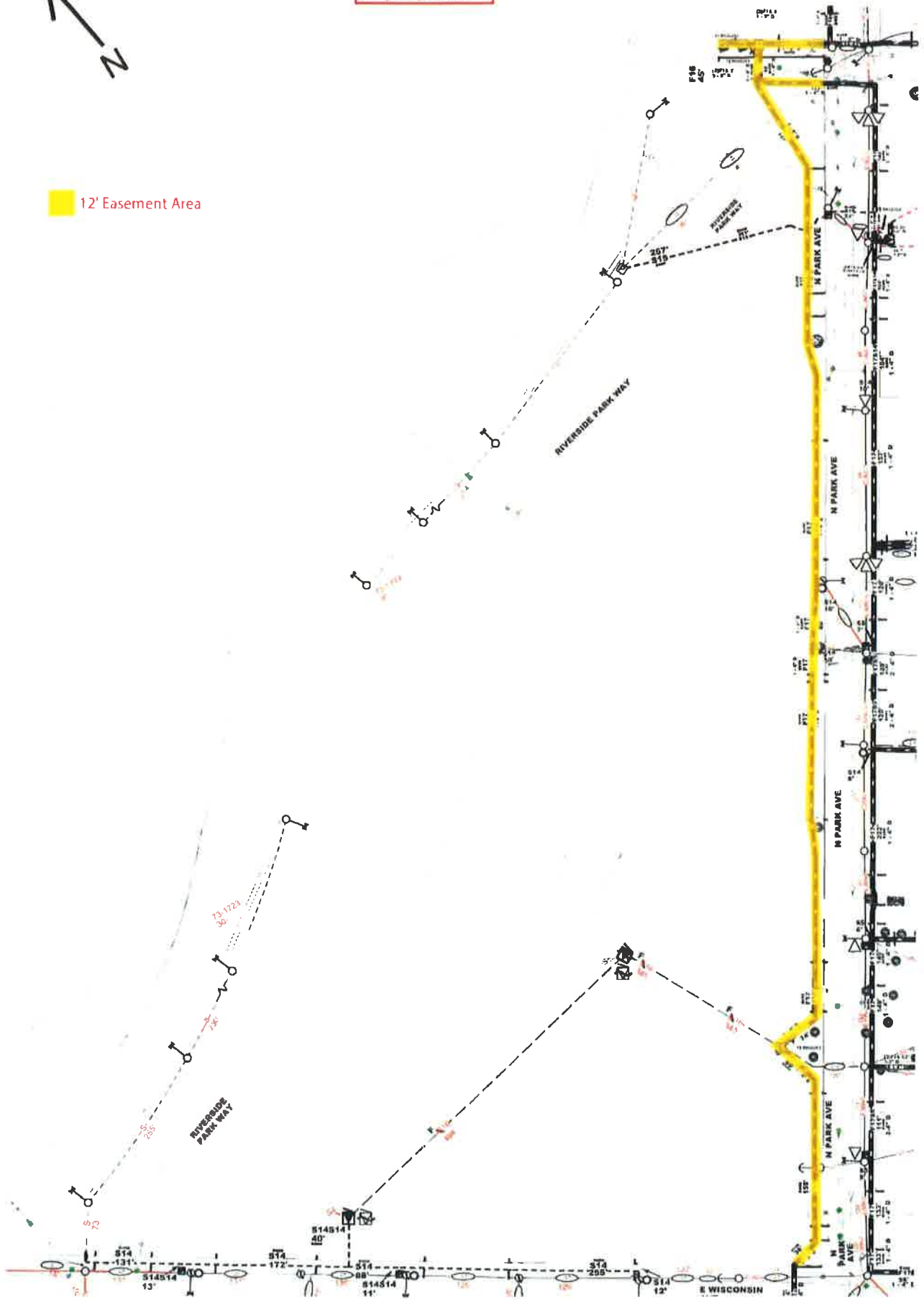
My commission expires _____

This instrument was drafted by Chris Anderson on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

Temporary Exhibit A



12' Easement Area



**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4243034** IO NO. **52548**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF NEENAH, a Wisconsin municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as **strips of land Twelve (12) Feet in width, being part of Riverside Park and that portion of vacated River Avenue adjacent to the Park, LAKEVIEW ADDITION TO NEENAH**, being a subdivision of a portion of the **Northeast 1/4 of Section 27 and the Northwest 1/4 of Section 26, Township 20 North, Range 17 East**, City of Neenah, Winnebago County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

80100730100
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area. WE Energies shall notify the Superintendent of Parks two weeks prior with intent to begin work and confirm timing of work.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. WE Energies shall complete site restoration within 30 days of completion of installation of the facilities, weather permitting. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

9. Indemnification: The grantee agrees to indemnify, save and keep harmless Grantor, its agents, employees, successors and assigns, from all liability, liens, judgments, costs, damages and expense of whatever kind and nature which may in any way be suffered by Grantor, its agents, employees, successors or assigns by reason of, or in consequence of the operation of said easement by Grantee or for, or on account of any act or thing done or suffered, or omitted to be done, under grant of this easement to Grantee.

10. Use of Easement by Grantor: It is acknowledged by Grantor that said easement shall not interfere with any buildings of Grantor. Grantor may use said easement area for his own purposes, however, Grantor shall not make any construction over or use of said property which will interfere with said easement by Grantee, without written consent of the Grantee. The Grantor may not erect permanent buildings or structures in the easement area.

Grantor:

CITY OF NEENAH, a Wisconsin municipal corporation

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, _____, _____
the above named _____, the _____
and _____, the _____
of the CITY OF NEENAH, a Wisconsin municipal corporation, for the municipal corporation, by its authority, and pursuant to
Resolution File No. _____ adopted by its _____
on _____, _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Chris Anderson on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.



ELECTRIC WORK REQUEST
4243036

SHEET 14

SHEET 14

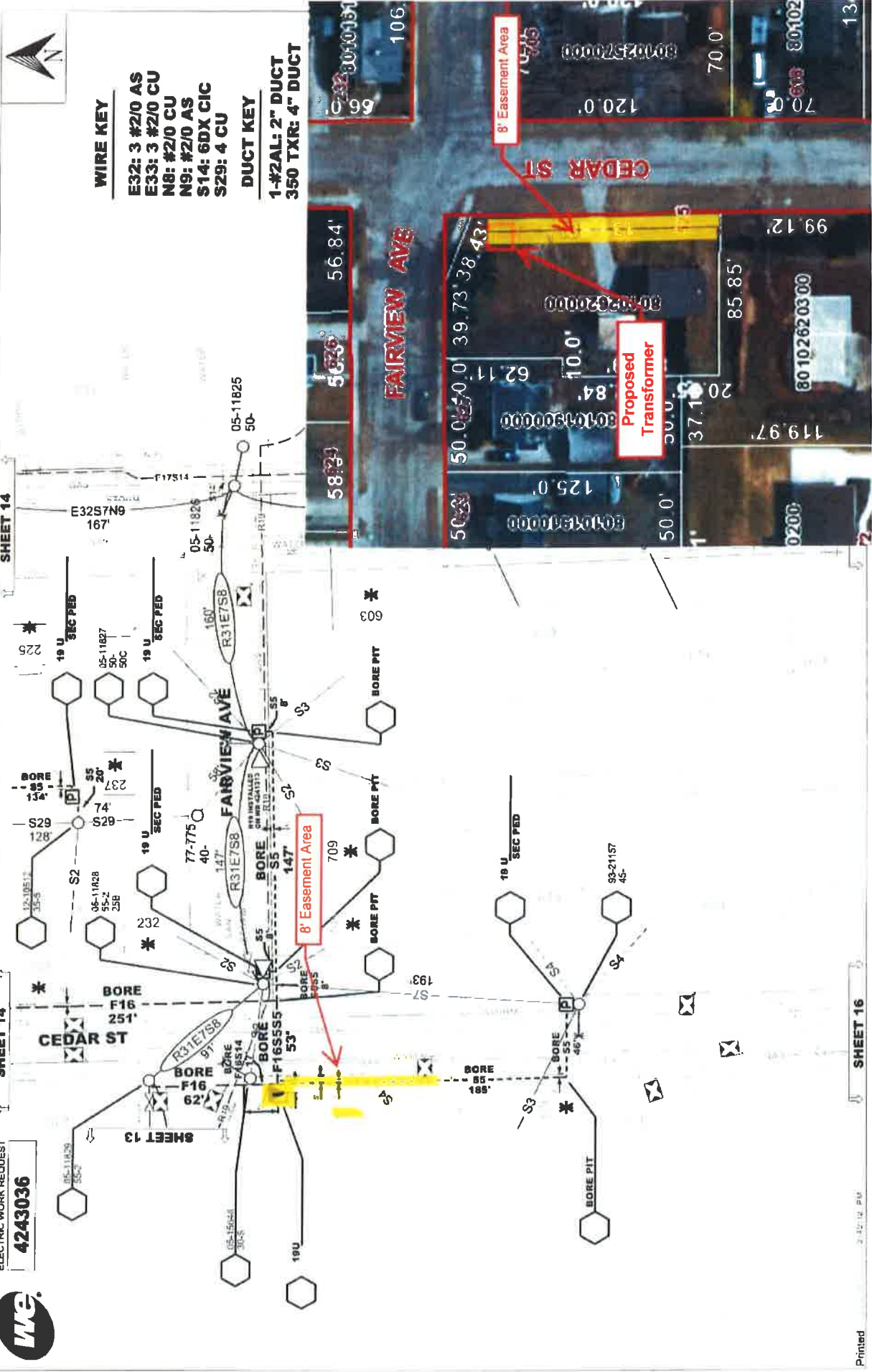


WIRE KEY

- E32: 3 #2/0 AS
- E33: 3 #2/0 CU
- N8: #2/0 CU
- N9: #2/0 AS
- S14: 60X CIC
- S29: 4 CU

DUCT KEY

- 1-#2AL: 2" DUCT
- 350 TXR: 4" DUCT



**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4338898**

IO NO. **52548**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF NEENAH, a Wisconsin municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as the **East Eight (8) Feet of Grantor's land, being part of Lot One (1) of Certified Survey Map No. 6297** as recorded in the office of the Register of Deeds for Winnebago County in Volume 1 of CSMs on page 6297 as Document No. 1484028, **Northwest 1/4 of the Southeast 1/4, Section 27, Township 20 North, Range 17 East**, City of Neenah, Winnebago County, Wisconsin.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

80102620000

(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. WE Energies shall complete site restoration within 30 days of completion of installation of the facilities, weather permitting. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.
9. **Indemnification:** The grantee agrees to indemnify, save and keep harmless Grantor, its agents, employees, successors and assigns, from all liability, liens, judgments, costs, damages and expense of whatever kind and nature

which may in any way be suffered by Grantor, its agents, employees, successors or assigns by reason of, or in consequence of the operation of said easement by Grantee or for, or on account of any act or thing done or suffered, or omitted to be done, under grant of this easement to Grantee.

10. Use of Easement by Grantor: It is acknowledged by Grantor that said easement shall not interfere with any building of Grantor. Grantor may use said easement area for his own purposes, however, Grantor shall not make any construction over or use of said property which will interfere with said easement by Grantee, without written consent of the Grantee. The Grantor may not erect permanent buildings or structures in the easement area.

Grantor:

CITY OF NEENAH, a Wisconsin municipal corporation

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, _____,
the above named _____, the _____
and _____, the _____
of the CITY OF NEENAH, a Wisconsin municipal corporation, for the municipal corporation, by its authority, and pursuant to
Resolution File No _____ adopted by its _____
on _____, _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Chris Anderson on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT, dated as of May 1, 2019, by and between Neenah Joint School District ("NJSD") and the City of Neenah ("City").

R E C I T A L S

A. Congestion on the streets and in the neighborhood around Neenah High School ("NHS") has increased over the past several years.

B. The congestion is caused in part by students parking on Tullar Road and Apple Blossom Lane and surrounding neighborhood streets adjacent to NHS.

C. At the same time, the parking lot in the City's Memorial Park adjacent to Tullar Road ("Tullar Lot") is mostly vacant during school days.

D. NJSD wishes to lease 140 parking spaces in the Tullar Lot during school days and the City agrees to lease 140 parking spaces to NJSD.

NOW THEREFORE, in consideration of the above recitals, which are contractual, and the mutual promises within this agreement, the sufficiency of which is acknowledged, the City and NJSD agree as follows:

1. **Parking Spaces.** Upon the terms and subject to the conditions hereof, CITY shall make available, 140 reserved Parking Spaces for the NJSD students (the "Users") to park their passenger cars and passenger light trucks (the "Neenah Parking Spaces") at the Tullar Lot identified on Attachment "A" during school hours. "School Hours" shall be defined as Monday through Friday, 7 a.m. to 4 p.m., excluding scheduled holidays and in-service days. NHS is not in session due to scheduled holidays or teacher in-service days.

2. **Parking Lot Use.**

a. The NJSD agrees to cause the Users to follow any procedures implemented by CITY in connection with the use of the Parking Lot by the NJSD Users. The NJSD will issue Users parking permits and patrol and enforce parking of the User's vehicle in designated parking spaces. The use of the Parking Lot by the Users shall be subject (i) to such reasonable rules and procedures as CITY may designate from time to time and (ii) to not cause any interference with the conduct of the business of City. Furthermore, all signage placed at the Parking Lot by the NJSD shall be pre-approved by CITY prior to installation.

b. During School Hours, the Parking Spaces covered by this agreement shall be dedicated to school parking only and shall be considered an extension of the NHS campus. All rules that apply to NHS parking lot shall apply to the Parking Spaces under this agreement. NJSD shall be responsible for patrolling and enforcing those rules.

c. During non-School Hours, the Parking Spaces covered by this agreement shall be available for patrons using Memorial Park.

d. The City shall develop and implement a traffic and parking control plan for streets adjacent to NHS during school hours, designed to reduce congestion..

3. **Parking Fees.** NJSD shall charge a fee for the Parking Permit issued to Users of \$_____ per semester. NJSD shall in turn pay the City \$_____ per permit as a rental payment for the use of the Tullar Lot.

4. **Indemnification.** To the fullest extent possible, the NJSD shall indemnify and hold the City harmless for any claim that may arise out of the use of the Tullar Lot as a school parking lot.

5. **Term.** The initial term of this lease shall be from June 1, 2019 to May 31, 2020 and shall automatically renew in successive one-year terms unless either party provides the other a 60-day prior written notice of the intent to cancel this agreement.

IN WITNESS WHEREOF, CITY and NJSD have caused this Agreement to be executed by their authorized representatives as of the date first above written.

NEENAH JOINT SCHOOL DISTRICT

CITY OF NEENAH

By: _____

By: _____

Dean R. Kaufert
Mayor

