



City of Neenah
COMMON COUNCIL AGENDA
Wednesday, November 6, 2019 - 7:00 p.m.
Neenah City Hall
Council Chambers

- I. Roll Call and Pledge of Allegiance
- II. Introduction and Confirmation of Mayor's Appointment(s)
- III. Approval of Council Proceedings
 - A. Approval of the Council Proceedings of October 16, 2019 regular session. **(UC)**
- IV. Public Hearings (None)
- V. Plan Commission, Public Services & Safety Committee or Finance & Personnel Committee report pertaining to the Public Hearings (None)
- VI. Public Forum
 - A. Speakers should give their name and residential address (not mailing address) and are allowed five minutes to speak on any topic.
- VII. Mayor/Council consideration of public forum issues
- VIII. Consent Agenda
 - A. Approve Beverage Operator License Applications for Amy E. Decker, Nichole C. Gambsky, Dylan J. Howard, Brooke L. Klabunde, Julie M. Redemann, Alicia S. Rhinehart, Ashley M. Siebers, and Jody J. Sipiorski. **(PSSC)**
 - B. Approve the Secondhand Article Dealer License Application for Blind Tiger Games, 675 S. Green Bay Road pending receipt of the requested information. **(PSSC)**
 - C. Approve the Secondhand Dealer License Application for ecoATM, LLC, 1530 S Commercial Street, Neenah. **(PSSC)**
 - D. **(UC)**
- IX. Reports of standing committees
 - A. Regular Public Services and Safety Committee meeting of October 29, 2019 (Chairman Bates/Vice Chairman Lang) (Minutes can be found on the City web site)
 1. Committee recommends Council deny the Beverage Operator License Application (new) for Jennifer L. Thomack due to an incomplete application. **(RollCall-Pro)**
 - B. Regular Finance and Personnel Committee meeting of October 28, 2019: (Chairman Erickson/Vice Chairman Boyette) (Minutes can be found on the City web site)
 1. Committee recommends Council approve Ordinance No. 2019-22 to create a Municipal Board of Absentee Canvassers in the City of Neenah. **(RollCall-Pro)**
 2. Committee recommends Council approve the 2020 health and dental insurance plans. **(RollCall-Pro)**

3. Committee recommends Council adopt Res. 2019-22, increase pet license fees by \$1 effective 1/1/2020. **(RollCall-Pro)**
- C. Neenah-Menasha Fire Rescue Joint Finance & Personnel Committee meeting of October 22, 2019: (Council President Stevenson) (Minutes can be found on the City web site)
 1. The Committee reviewed NMFR's 2020 Operating and CIP budgets with the Mayor's reductions and recommends the City of Neenah and City of Menasha Common Councils incorporate the budget into their 2020 Operating and CIP budgets. **(RollCall-Pro)**
- X. Reports of special committees and liaisons and various special projects committees
 - A. Board of Public Works meeting of October 30, 2019: (Vice Chairman Bates) (Minutes can be found on the City web site)
 1. Information Only Items:
 - a) The Board approved Change Order No. 2 for Washington Park Phase 3 Contract to R&R Wash Materials, Ripon, WI in the amount of 4,175.99.
 - b) The Board approved Change Order No. 4 for Contract Chemical Feed and Delivery Upgrade to August Winter & Sons, Appleton, WI in the amount of (\$4,000).
 - c) The Board recommended the Water Commission approve Final Payment for Contract Chemical Feed and Delivery Upgrade to August Winter & Sons, Appleton, WI in the amount of \$9,987.65.
 2. Council Action Items:
 - a) The Board recommends Council approve Final Payment for Washington Park Phase 3 Contract to R&R Wash Materials, Ripon, WI in the amount of \$179,607.95. **(RollCall-Pro)**
 - B. Landmarks Commission
 1. Report from the Landmarks Commission – Alderperson Lang
 - C. Sustainable Neenah Committee
 1. Report from the Sustainable Neenah Committee – Alderperson Kunz
 - D. Reports on neighborhood groups.
 1. Business Improvement District Board (BID Board) – Alderperson Lang
 - E. Bergstrom Mahler Museum
 1. Report from the Bergstrom Mahler Museum – Alderperson Spellman
- XI. Presentation of petitions
 - A. Any other petition received by the City Clerk's Office after distribution of the agenda.
- XII. Council Directives
- XIII. Unfinished Business
- XIV. New Business
 - A. Mayor Kaufert's appointment to fill the unexpired term of Jan Sarnecki on the Library Board, three year terms to expire May 2022. (To be considered at the November 20, 2019 Council meeting)

- B. Any announcements/questions that may legally come before the Council.
- XI. Convene into closed session:
- A. Pursuant to Wis. Stat. §19.85(1) (e) for the purpose of discussing bargaining strategy related to acquiring 409 W. North Water Street.
 - B. Pursuant to Wis. Stat. §19.85(1)(g) for the purpose of conferring with the City Attorney who will render advice regarding intervention in the Georgia Pacific personal property tax exemption appeal before the Wisconsin Tax Appeals Commission.
 - C. Reconvene into open session to consider or act on closed session recommendation(s).
 - D. Adjournment.

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Clerk's Office (920) 886-6100 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.

Proceedings of the Common Council of the City of Neenah
Wednesday, October 16, 2019 - 7:00 p.m.

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00 p.m., October 16, 2019 in the Council Chambers of Neenah City Hall.

Mayor Kaufert in the chair.

Present: Alderpersons Boyette, Bates, Lang, Lendrum, Erickson, Spellman, Steele, Kunz & Stevenson, Director of Finance Easker, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, Assistant City Attorney Vanden Heuvel, and Deputy City Clerk Cheslock

Also Present: Police Chief Olson, Police Captain Bernice and Dwight Kerr.

Mayor Kaufert called the meeting to order at 7:04 pm.

Introduction and Confirmation of Mayor's Appointment(s)

- I. Mayor Kaufert introduced Ald. Lang his recommended appointee to the Board of Public Works for a term to expire April 2020. **MS Bates/Lendrum to confirm Mayor Kaufert's appointment of Ald. Lang to Board of Public Works for the term to expire April 2020.**
 - A. **There being no objections the motion was approved by unanimous consent.**
- II. Mayor Kaufert introduced John Rather and Lee Erickson, his recommended reappointments to the Neenah Harbor Committee for a three year term to expire October 2022. **MS Erickson/Boyette to confirm Mayor Kaufert's reappointments.**
 - A. **There being no objections the motion was approved by unanimous consent.**

Proceedings

- I. **MS Stevenson/Lendrum to approve the Council Proceedings of the regular meeting of October 2, 2019 and the Committee of the Whole Minutes of the October 2, 2019 meeting.**
 - A. **There being no objections the motion was approved by unanimous consent.**

Public Hearing

- I. Consider rezoning land located on the southeast corner of W. North Water Street and Abby Avenue from I-2, General Industrial District to the R-2, Two-Family Residence District.

- A. Dwight Kerr, 434 High Street, indicated he has spoken with neighbors and in general no one has issues with a duplex but do not want to see the property become an apartment complex. The homeowners in that neighborhood have been working at turning most of the multifamily properties into single family homes and do not want to see the neighborhood go in the opposite direction.
- B. There being no further appearances, Mayor Kaufert declared the public hearing closed.

Plan Commission Report Pertaining to the Public Hearing

- II. Council Rep. Lang reported from the meeting of October 8, 2019:
 - A. Commission recommends Council approve Ordinance No. 2019-23 Rezoning 0.33 Acres of land located on the southeast corner of Abby Avenue and W. North Water Street from I-2, General Industrial District, to R-2, Two-Family Residence District **MSCRP Lang/Lendrum, all voting aye.**

Public Forum

- III. Dwight Kerr, 434 High Street, Neenah—Mr. Kerr reiterated his previous point and added that most of the homes in that neighborhood are zoned R2 but most of the people in that area have changed their homes from two to one family homes and would like to keep it that way. Though R2 is how most of the neighborhood is zoned it is not the reality of what it looks like now.
- IV. There being no further appearances, Mayor Kaufert declared the public forum closed.

Consent Agenda

- I. **MS Lendrum/Lang to approve the Consent Agenda as follows:**
 - A. **Approve Beverage Operator License Applications for: Erica M. Cowling, Rebecca L. Durant, Jessica G. Lambert, Tami J. Lefeber, Tanna J. Mayer, Nichole A. Van Hammond, and Alexis Zehner. (PSSC)**
 - B. **Approve the “Class B” Malt & Liquor license application for Wisconsin Apple, LLC, d/b/a Applebee’s Neighborhood Bar & Grill, 1111 Westowne Drive, Kent Billingsley, agent. (PSSC)**
 - C. **There being no objections the motion was approved by unanimous consent.**

Public Services and Safety Committee

- I. Chairman Bates reported the special meeting of October 16, 2019:
 - A. Committee recommends Council accept the 2020-2025 STP-Urban grant award for the S. Commercial Street reconstruction with a 72% Federal – 28% Local cost share. **MSCRP Bates/Lendrum, all voting aye.**
- II. Chairman Bates reported the regular meeting of October 8, 2019:

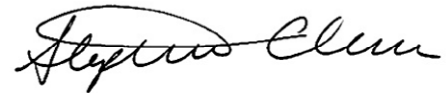
- a. Committee recommends Council grant permission for Police Department to take part in the 2020 Impaired Driving Task Force Grant with a grant amount of \$20,000 and City match of \$5,000. **MSCRCP Bates/Lang, all voting aye.**

Finance and Personnel Committee

- I. Chairman Erickson reported the regular meeting of October 7, 2019:
 - a. Committee recommends Council approve the following reclassifications and market adjustment effective January 1, 2020: Asst. City Attorney from N3 to O3 with title change to Deputy CA; Administrative Asst. to Mayor from F3 to G3; Deputy Dir. of Comm. Development & Assessment from N3 to O3; Code Enforcement/City Sealer from G3 to H3; and Dir. of Comm. Development & Assessment from S3 to S3 w/a 5% market adjustment. **MSCRCP Erickson/Lang, all voting aye.**
 - b. Committee recommends Council approve the transfer of excess property located along Harrison Street to Steve Spanbauer in exchange for Mr. Spanbauer paying the cost of a new land survey of the area, not to exceed \$1,800, with the City paying any cost over that amount. **MSCRCP Erickson/Steele, all voting aye.**

Adjournment

- I. **MSC Stevenson/Boyette to adjourn into Closed Session at 7:50 p.m., all voting aye.**
- II. **MSC Ald. Stevenson/Boyette to adjourn and reconvene into Open Session at 8:50 p.m., all voting aye.**
- III. **MSC Ald. Stevenson/Boyette to adjourn at 8:51 p.m., all voting aye.**



Stephanie Cheslock
Deputy City Clerk

COMMON COUNCIL MINUTES

Wednesday, October 16 2019 - 7:00 p.m.

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00 p.m., October 16, 2019 in the Council Chambers of Neenah City Hall.

Mayor Kaufert in the chair.

Present: Alderpersons Boyette, Bates, Lang, Lendrum, Erickson, Spellman, Steele, Kunz & Stevenson, Director of Finance Easker, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, Assistant City Attorney Vanden Heuvel, and Deputy City Clerk Cheslock

Also Present: Police Chief Olson, Police Captain Bernice and Dwight Kerr.

Mayor Kaufert called the meeting to order at 7:04 pm.

Deputy Clerk Cheslock called a voice roll call as the Mayor/Alderpersons recorded their attendance in the RollCall-Pro System followed by the Pledge of Allegiance.

Introduction and Confirmation of Mayor's Appointment(s)

- I. Mayor Kaufert introduced Ald. Lang his recommended appointee to the Board of Public Works for a term to expire April 2020. **MS Bates/Lendrum to confirm Mayor Kaufert's appointment of Ald. Lang to Board of Public Works for the term to expire April 2020.**
 - A. **There being no objections the motion was approved by unanimous consent.**
- II. Mayor Kaufert introduced John Rather and Lee Erickson, his recommended reappointments to the Neenah Harbor Committee for a three year term to expire October 2022. **MS Erickson/Boyette to confirm Mayor Kaufert's reappointments.**
 - A. **There being no objections the motion was approved by unanimous consent.**

Proceedings

- I. **MS Stevenson/Lendrum to approve the Council Proceedings of the regular meeting of October 2, 2019 and the Committee of the Whole Minutes of the October 2, 2019 meeting.**
 - A. **There being no objections the motion was approved by unanimous consent.**

Public Hearing

- I. Consider rezoning land located on the southeast corner of W. North Water Street and Abby Avenue from I-2, General Industrial District to the R-2, Two-Family Residence District.
 - A. Dwight Kerr, 434 High Street, indicated he has spoken with neighbors and in general no one has issues with a duplex but do not want to see the property become an apartment complex. The homeowners in that neighborhood have been working at turning most of the multifamily properties into single family homes and do not want to see the neighborhood go in the opposite direction.
 - B. There being no further appearances, Mayor Kaufert declared the public hearing closed.

Plan Commission Report Pertaining to the Public Hearing

- I. Council Rep. Lang reported from the Plan Commission meeting of October 8, 2019:
 - A. Commission recommends Council approve Ordinance No. 2019-23 Rezoning 0.33 Acres of land located on the southeast corner of Abby Avenue and W. North Water Street from I-2, General Industrial District, to R-2, Two-Family Residence District **MSCRP Lang/Lendrum, all voting aye.**

Public Forum

- I. Dwight Kerr, 434 High Street, Neenah—Mr. Kerr reiterated his previous point and added that most of the homes in that neighborhood are zoned R2 but most of the people in that area have changed their homes from two to one family homes and would like to keep it that way. Though R2 is how most of the neighborhood is zoned it is not the reality of what it looks like now.
- II. There being no further appearances, Mayor Kaufert declared the public forum closed.

Consent Agenda

- I. **MS Lendrum/Lang to approve the Consent Agenda as follows:**
 - A. **Approve Beverage Operator License Applications for: Erica M. Cowling, Rebecca L. Durant, Jessica G. Lambert, Tami J. Lefeber, Tanna J. Mayer, Nichole A. Van Hammond, and Alexis Zehner. (PSSC)**
 - B. **Approve the “Class B” Malt & Liquor license application for Wisconsin Apple, LLC, d/b/a Applebee’s Neighborhood Bar & Grill, 1111 Westowne Drive, Kent Billingsley, agent. (PSSC)**
 - C. **There being no objections the motion was approved by unanimous consent.**

Public Services and Safety Committee

- I. Chairman Bates reported the special meeting of the Public Service and Safety Committee on October 16, 2019:
 - A. Committee recommends Council accept the 2020-2025 STP-Urban grant award for the S. Commercial Street reconstruction with a 72% Federal – 28% Local cost share. **MSCRП Bates/Lendrum, all voting aye.**
- II. Chairman Bates reported the regular meeting of the Public Service and Safety Committee on October 8, 2019:
 - A. Committee recommends Council grant permission for Police Department to take part in the 2020 Impaired Driving Task Force Grant with a grant amount of \$20,000 and City match of \$5,000. **MSCRП Bates/Lang, all voting aye.**

Finance and Personnel Committee

- I. Chairman Erickson reported the regular meeting of Finance and Personnel Committee on October 7, 2019:
 - A. Committee recommends Council approve the following reclassifications and market adjustment effective January 1, 2020: Asst. City Attorney from N3 to O3 with title change to Deputy CA; Administrative Asst. to Mayor from F3 to G3; Deputy Dir. of Comm. Development & Assessment from N3 to O3; Code Enforcement/City Sealer from G3 to H3; and Dir. of Comm. Development & Assessment from S3 to S3 w/a 5% market adjustment. **MS Erickson/Lang.**
 1. Mayor Kaufert discussed the process employees go through to change the grade of their positions,
 2. Ald. Boyette shared she was pleased to see that they are following the plan that was initiated last year and questioned why there was a salary increase with no grade change for the Dir. Of Comm. Development & Assessment position.
 3. Mayor Kaufert discussed that there are three top classifications with only one in the top, second in the second, and two in the third. This position should stay in the second classification but the wage should be adjusted to fit the market. He also discussed that a grade change only occurs when there is a change to a position's responsibilities and duties.
 4. **Motion carried, by a 9-0 RollCall-Pro System vote, all voting aye.**
 - B. Committee recommends Council approve the transfer of excess property located along Harrison Street to Steve Spanbauer in exchange for Mr. Spanbauer paying the cost of a new land survey of the area, not to exceed \$1,800, with the City paying any cost over that amount. **MS Erickson/Steele.**
 1. Council members discussed where on Harrison this property sits.
 2. Ald. Boyette asked how staff came up with the dollar amounts listed.
 3. Assistant City Attorney Vanden Heuvel stated that we don't know exactly how much the survey will cost but this is a researched estimate.
 4. Dir. Haese reiterated that this amount was a reasonable cost for a survey.

5. Ald. Stevenson asked if the City or the Spanbauers will be contracting out for the survey and recommends that City Staff take the lead on it to ensure we get the best price possible. He also asked that the Council be made aware if the cost is more than \$1,800.
6. Mayor Kaufert shared that it is a positive thing to be getting rid of this lot as we will no longer need to maintain it and it will go back on the tax roll.
7. **Motion carried by a 9-0 RollCall-Pro System vote, all voting aye.**

Reports of special committees and liaisons and various special projects committees

- I. Council Rep. Lang reported from the Plan Commission meeting of October 8, 2019:
 - A. ~~Commission recommends Council approve Ordinance No. 2019-23 Rezoning 0.33 Acres of land located on the southeast corner of Abby Avenue and W. North Water Street from I-2, General Industrial District to R-2, Two-Family Residence District. Previously acted on. (No Additional Report)~~

Board of Public Works

- I. Vice Chairman Bates reported the Board of Public Works meeting of October 9, 2019
 - A. Information Only Items:
 1. The Board approved Change Order No. 1 for Contract 2-19 Miscellaneous Sewer and Water Main Construction and Street Construction on Stanley Street, Stanley Court, and Thomas Court to Robert J. Immel Excavating, Inc., Greenville, in the amount of \$26,314.30
 2. The Board approved Pay Estimate No. 6 for Contract 2-19 Miscellaneous Sewer and Water Main Construction and Street Construction on Stanley Street, Stanley Court, and Thomas Court to Robert J. Immel Excavating, Inc., Greenville, in the amount of \$167,545.92

Library Board

- I. Alderperson Erickson reported from the Library Board meeting of October 16, 2019.
 - A. The Library has a number of events coming up. Ald. Erickson invites everyone to check out the Neenah Public Library website and check out books.

Neenah Arts Council

- I. Alderperson Erickson reported from the Neenah Arts Council meeting of October 9, 2019
 - A. The Council's next event will be the 3rd Annual Celebrate the Seasons to be held December 7, 2019. The theme will be holiday books.

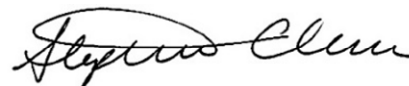
New Business

- I. Mayor Kaufert's appointment to fill the unexpired five year term of Michael Smaby on the Waterworks Commission, term expires October 2023. (To be considered at the November 6, 2019 Council meeting) Mayor Kaufert would like to publicly thank Mr. Smaby for his over 25 years of service to the City of Neenah.

- II. Mayor Kaufert expressed deepest sympathies to the family and friends of Kevin "Hollywood" Hein, who tragically lost his life during an armed robbery. Many knew him to be a kind and friendly man. This tragic event is currently being diligently investigated by the Neenah Police Department. Mayor Kaufert urges anyone with any information to contact the authorities by calling 911, the Neenah Police Non-Emergency Number, or the Anonymous Crime Stoppers Hotline.

Adjournment

MSC Stevenson/Boyette to adjourn into Closed Session at 7:50 p.m., all voting aye.
MSC Stevenson/Boyette to adjourn and reconvene into Open Session at 8:50 p.m., all voting aye.
MSC Stevenson/Boyette to adjourn at 8:51 p.m., all voting aye.



Stephanie Cheslock
Deputy City Clerk

CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Tuesday, October 29, 2019 - 6:30 PM
Hauser Room - City Administration Building

Present: Alderpersons Bates, Lendrum, Spellman and Stevenson

Excused: Ald. Lang

Also Present: Mayor Kaufert, City Attorney Godlewski, Director of Public Works Kaiser, Director of Community Development and Assessment Haese, Deputy Director of Community Development and Assessment Schmidt, Director of Parks and Recreation Kading, Traffic Engineer Merten, Police Chief Olson, Police Captain Bernice, Ald. Boyette, Ken Zwick, Dan McIntosh

Minutes: Motion/Second/Carried Lendrum/Stevenson to approve the minutes of the October 8, 2019, Regular Meeting and the October 16, 2019, Special Meeting. All voting aye.

Public Appearances: None.

Ordinance 2019-24: Plan Commission Organization: City Attorney Godlewski and Mayor Kaufert updated the Committee on recent contact with the Neenah Joint School District regarding the appointment of a school board member to the Plan Commission. NJSD had appointed a board member who lives outside of the City. Ordinance requires that the school board member be a City resident. Mayor Kaufert stated that the school district superintendent had asked if the City would consider revising the ordinance to remove the city residency requirement.

City Attorney Godlewski reviewed the Plan Commission composition, which includes the Mayor, Director of Public Works, one Alderman appointed by the Common Council, representatives from the Park and Recreation Commission and Board of Education (and who is a city resident) and 3 additional residents who are not City Officials, for a total of 8 members. He stated that the proposed ordinance would remove the requirement that a school board member be on the Plan Commission. Committee discussed the rationale for having a school board member on the Plan Commission.

Following discussion, the consensus of the Committee was to maintain the current Plan Commission composition and to retain the requirement that Plan Commission members be City residents. Mayor Kaufert stated that he would relay the message to the school district superintendent.

Discussion and Update on Neenah High School / Memorial Park Parking During School Days and On-Street Parking Changes in Area of High School: Mayor Kaufert provided the Committee with background on discussions with the Neenah Joint School District regarding use of the Memorial Park parking lot for high school student parking. He noted that the NJSD had asked to re-visit the use of that parking lot, reversing a prohibition that was placed a number of years ago due to student conduct in the lot.

Public Services and Safety Committee Meeting
October 29, 2019
Page 2

Mayor Kaufert noted that conditions for an agreement were developed that would place the lot under NJSD control during school hours and allow it to be enforced in the same manner as a high school parking lot. The lot would be monitored and cleaned by high school staff or volunteer groups. He stated that the city's interest in the arrangement is tied to an ability to remove some current on-street parking to improve safety and reduce neighborhood traffic and parking problems. He stated that the high school would sell permits for the lot. NJSD would pay the city \$2,000 per year.

Parks and Recreation Director Kading stated that the agreement involves about 140 spaces in the Tullar Road parking lot. He noted that 12 stalls would remain open for public use. He stated that the city would continue to have winter maintenance responsibility. He stated that the high school would sell permits at an annual cost of about \$35 per space. Committee noted that this would raise about \$4,900 in revenue for the school.

Mayor Kaufert noted that the Parks and Recreation Commission has oversight of the park property and they have approved this agreement in concept. He noted that his office has received periodic complaints from neighbors regarding on-street student parking. He stated that he intends to hold a neighborhood meeting to discuss the Memorial Park parking proposal and the on-street parking restrictions. Committee requested that the Council be notified of the meeting schedule.

Ald. Boyette addressed the Committee to question school district responsibility toward major maintenance of the Tullar Road parking lot given the increased use. Director Kading noted that those costs are not built into the lease. He also noted that other park facilities would still be available for use during the school year. He noted that the lease payment would be revenue to parks operations.

Committee discussed the impact on police services with the need to monitor the additional parking. Chief Olson noted that School Resource Officer Strebek will monitor all locations. She may ask for patrol support if it is needed. Mayor Kaufert noted that Neenah High School also has a parking services manager who can assist.

Traffic Engineer Merten reviewed the current on-street parking restrictions. He noted proposed changes to on-street parking to address resident concerns, improve driver vision clearance areas and to improve intersection operations. Committee discussed congestion at the Tullar/Apple Blossom intersection. He discussed the field work involved to implement the changes and the amount of time needed. He noted that the spaces being made available in Memorial Park exceed the number of spaces being removed on-street.

Ald. Boyette addressed the Committee to question the impact of the parking removals on events held at the high school. She also expressed concern for a potential increase in traffic on Pendleton Road. Traffic Engineer Merten reviewed locations where the proposed parking changes are school day prohibitions and where they are permanent removals. He reviewed the proposed pavement marking plan for Tullar Road.

Public Services and Safety Committee Meeting
October 29, 2019
Page 3

Mayor Kaufert noted that the parking changes could be implemented on a trial basis for one year with a follow-up evaluation. He stated that NJSD hopes to sell permits starting December 1 for a start in January 2020. This would require that an agreement with the NJSD be brought to Council in November. Committee discussed placing this item on the next available meeting agenda.

Lakeshore Avenue Options: Director Kaiser reviewed his memo of October 23, 2019 regarding design options for Lakeshore Avenue. He noted the factors considered in evaluating the design options - vehicle traffic accommodation, pedestrian traffic accommodation, bicycle traffic accommodation, aesthetics, drainage, economic development/tourism, environmental issues, and maintenance. He stated that a goal of the reconstruction is to provide a safe and comfortable environment for vehicular and non-vehicular traffic to co-exist.

Traffic Engineer Merten reviewed the traffic count data. Traffic counts were collected from video taken from May 29 – June 5, 2019 and from July 9 – July 16, 2019 at the intersection of Lakeshore Avenue and Wheeler Street. He noted that the average daily traffic during those periods was 963 vehicles per day and 414 pedestrians/bicyclists per day. He described the composition of non-motorized traffic and noted the directional split of the various traffic categories.

Director Haese discussed the value that off-street trails provide for a progressive city image. He commented on the leisure value in the Lakeshore Avenue route and noted that it is one of the highest pedestrian traffic locations in the city even though it is not surrounded by a residential neighborhood. He noted the trend of people choosing a living location first and workplace after. He noted that they are selecting where they live based on their view of the quality of life that the location can provide, which is enhanced with trails.

Ald. Boyette addressed the Committee to note that a trail could wind around trees to minimize impacts. She also encouraged the Committee to consider installing a sidewalk on the resident side of the street to eliminate an additional demand on city snow removal crews. Ald. Lendrum expressed that people will still walk on the street because they want to be closer to the water. Traffic Engineer Merten commented on the difference in sidewalk width and trail width. He noted that the traffic data collection included counts of individual pedestrians and pedestrians that traveled in groups of 2 or more. He stated that 62% of the pedestrians traveled individually and 38% traveled in groups. Ald. Boyette questioned Director Kaiser as to the relative maintenance difficulty of the listed options.

Ken Zwick, 730 Congress Place, addressed the Committee to express support for construction of an off-street trail with the project. He noted his experience in moving to this area and using Lakeshore Avenue. He encouraged the City to take advantage of this opportunity to look at the long-term potential of that kind of facility and not be so focused on snow removal. He expressed that the current 400 pedestrians and bicyclists per day would increase if a safe, separated trail were built.

**Public Services and Safety Committee Meeting
October 29, 2019
Page 4**

Deputy Director Schmidt reviewed comprehensive plan information showing public support for increasing opportunities for biking and walking along with improving access to the water. He reviewed survey data that was collected as part of the comprehensive planning process. He noted that Lakeshore Avenue is not just used by the neighborhood but is a destination location.

Committee discussed construction timeframe and resident access. Staff noted that construction may be able to be staged to avoid seasonal peak use time periods.

Dan McIntosh, 234 Lakeshore Avenue, addressed the Committee to comment on the need to maximize greenspace and tree preservation and to minimize hard surface. He noted the benefits that trees provide to shoreline protection.

Committee outlined their opinions on the alternatives offered. There was support for preserving trees to the greatest extent possible. Ald. Bates expressed that this is the opportunity to do something special. Ald. Stevenson stated that the issue should be dealt with in the context of the overall budget. He questioned the rationale for discussing the topic at this point. Director Haese noted that a request had been made at the June budget meetings to bring the matter to Committee.

Mayor Kaufert expressed a desire to improve this street. He noted the importance of the roadway to the city and a concern that the ambiance remain as it is. He noted that the budget amount that he allocated to the project was intended to send a message regarding his design preference. He stated that he believes that on-street accommodation of all pedestrian and bicycle traffic is safe and sufficient.

Beverage Operator License Application: The Committee reviewed the beverage operator license applications for Amy E. Decker, Nichole C. Gambsky, Dylan J. Howard, Brooke L. Klabunde, Julie M. Redemann, Alicia S. Rhinehart, Ashley M. Siebers and Jody J. Sipiorski.

Following discussion, **Motion/Second/Carried Lendrum/Spellman to recommend Council approve beverage operator license application for Amy E. Decker, Nichole C. Gambsky, Dylan J. Howard, Brooke L. Klabunde, Julie M. Redemann, Alicia S. Rhinehart, Ashley M. Siebers and Jody J. Sipiorski.** All voting aye.

Beverage Operator License Application - Denial: The Committee discussed the beverage operator license application (new) for Jennifer L. Thomack. Committee noted that the recommendation for denial was based on an incomplete application. Committee questioned the aspects of the application that were incomplete. Mayor Kaufert stated that he would have Deputy Clerk Cheslock provide an explanation prior to the next Council meeting.

Following discussion, **Motion/Second/Carried Stevenson/Lendrum to recommend to Council deny the beverage operator license (new) for Jennifer L. Thomack.** All voting aye.

C.A.

REPORT

**Public Services and Safety Committee Meeting
October 29, 2019
Page 5**

Pawnbroker / Secondhand Dealer License Application:

Committee reviewed the secondhand article dealer license application for Blind Tiger Games, 675 S. Green Bay Road. Committee noted that the "Background Check" section of the application was not completed. Committee discussed the vetting process for these applications. Mayor Kaufert stated that he would have Deputy Clerk Cheslock provide the Council with information about the procedures for processing these applications.

C.A.

Following discussion, **Motion/Second/ Carried Stevenson/Lendrum to recommend Council approve the secondhand article dealer license application for Blind Tiger Games, 675 S. Green Bay Road pending receipt of the requested information.** All voting aye.

Committee reviewed the secondhand article dealer license application for EcoATM, LLC, 1530 S. Commercial Street. Committee noted that EcoATM has another location in Neenah.

C.A.

Following discussion, **Motion/Second/ Carried Lendrum/Stevenson to recommend Council approve the secondhand article dealer license application for EcoATM, LLC, 1530 S. Commercial Street.** All voting aye.

Public Works General Construction and Department Activity:

Director Kaiser noted that the binder mat was paved on Stanley Court and Stanley Street. He stated that the top coat of asphalt was paved on Thomas Court. Committee discussed landscaping and temporary mailbox removal.

Director Kaiser stated that a pre-construction meeting was held for the Breezewood Lane and Harness Sanitary Sewer Extension. He stated that the contractor plans to install main through the Harness Farm easement this year. They plan to install the main in Breezewood Lane next spring.

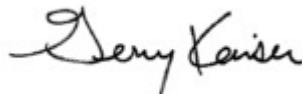
Announcements/Future Agenda Items:

Director Kaiser noted that the next meeting is scheduled for November 12. He stated that the same evening has been tentatively scheduled for a budget workshop. Committee discussed addressing the Neenah High School parking agreement on that evening prior to the budget workshop.

Ald. Spellman's request for a discussion of a conversion therapy ban will be scheduled for the November 26 Committee meeting.

Motion/Second/Carried Lendrum/Spellman to adjourn at 9:00 p.m. All voting aye.

Respectfully submitted,



Gerry Kaiser, PE
Director of Public Works

**CITY OF NEENAH
FINANCE AND PERSONNEL COMMITTEE MEETING
Monday, October 28, 2019 – 6:30 p.m.
Hauser Room, Neenah City Administration Building
211 Walnut Street, Neenah, Wisconsin**

MINUTES

Present: Chairman Erickson; Aldermen Kunz, Boyette and Stevenson; Mayor Kaufert; City Attorney Godlewski; Assistant Comptroller Kahl.

Others Present: Director of Human Resources and Safety Kehl, Director of Public Works Kaiser, Police Chief Olson, Captain Bernice, Director of Water Mach, Director of Community Development Haese, Assistant Planner Kasimor.

Absent/Excused: Alderman Steele.

Public Appearances: None.

Minutes: Motion/Second/Carried Stevenson/Kunz to approve the minutes from the October 7, 2019 Regular Meeting. All voting aye.

Ord. 2019-22 Creating Municipal Board of Absentee Canvassers: Committee reviewed memo of Deputy Clerk Cheslock recommending Council approve Ordinance No. 2019-22 to create a Municipal Board of Absentee Canvassers in the City of Neenah. The Clerk's Office will shift to a central count location for processing absentee ballots in future elections due to the utilization of Badger Books (electronic poll books). State statute requires an ordinance be adopted in order to make this change. Committee discussed the appointment process for the Board.

Motion/Second/Carried Kunz/Stevenson recommending Council approve Ordinance No. 2019-22 to create a Municipal Board of Absentee Canvassers in the City of Neenah. All voting aye.

Request to Fill Assistant Public Works Office Manager Position: Committee reviewed memo of Director Kaiser requesting approval to fill the Public Works Office Manager vacancy. The vacancy will occur due to the planned retirement of Office Manager Judy Larson in mid-January 2020. Mayor Kaufert has reviewed the request and concurs with the request to fill the vacancy. Issues discussed included the opportunity for shared service with the Water Utility and the breadth of duties the position is responsible for.

Motion/Second/Carried Stevenson/Kunz requesting approval to fill the Public Works Office Manager vacancy. All voting aye.

Request to Fill Administrative Services Tech Position: Committee reviewed memo of Police Chief Olson requesting authorization to fill the pending full-time clerical position no sooner than November 15, 2019 and also fill any vacancy that is created if the position is filled by an internal candidate. The vacancy will occur due to the planned retirement of

ORDINANCE

Administrative Services Tech Brenda Mathison on January 2, 2020. Staff is requesting six weeks of overlap in order to train the new employee. Mayor Kaufert has reviewed the request and concurs with the request to fill the position. Issues discussed included the workload of the position and the relationship of this position and its duties with other City departments.

Motion/Second/Carried Kunz/Boyette to approve the requested authorization to fill the pending full-time clerical position no sooner than November 15, 2019 and also fill any vacancy that is created if the position is filled by an internal candidate.

All voting aye.

2020 Health & Dental Insurance Proposal: Committee reviewed memo of Director Kehl recommending Council approve the 2020 health and dental insurance plans. Robin Health became the City's health insurance provider in 2019 and has offered a 7.8% increase for the 2020 plan. High claim activity in 2019 led four other carriers to decline to bid. In order to mitigate costs, Robin is proposing both a focused and a broad network plan. Ascension providers would be excluded from the focused network plan. Under the broad network plan, employees can remain with Ascension providers, but would be responsible for the additional premium. Current funding levels for dental insurance are appropriate and no change is recommended for 2020.

Committee discussed various aspects of the proposals. Issues discussed included the bidding process for health insurance providers and the employee contribution rates. Mayor Kaufert expressed concern over asking employees to switch providers. Director Kehl explained that employees can remain with Ascension, but at an additional premium. Alderman Kunz wants to make sure the City is financially prepared for rising health insurance costs in the future due to the high claim activity. Alderman Boyette asked about specific health care options available from each provider.

Motion/Second/Carried Stevenson/Kunz recommending Council approve the 2020 health and dental insurance plans. All voting aye.

Res. 2019-22 Pet License Fees: Committee reviewed memo of City Attorney Godlewski recommending Council adopt Res. 2019-22, increasing pet license fees by \$1 effective 1/1/2020. The new license fees would be \$7 for spayed or neutered pets and \$12 for nonspayed or nonneutered pets. The license fees have not increased since 2005 and the new prices would be consistent with other local communities. Committee discussed other options for issuing licenses, such as the animal shelter.

Motion/Second/Carried Kunz/Stevenson recommending Council adopt Res. 2019-22, increase pet license fees by \$1 effective 1/1/2020. All voting aye.

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

REPORT

RESOLUTION

Motion/Second/Carried Stevenson/Boyette to convene at 7:54 p.m. into closed session pursuant to Wis.Stats. §19.85(1)(e) for the purpose of discussing bargaining strategy related to acquiring 409 W. N. Water Street. All voting aye.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Andrew Kahl", written in a cursive style.

Andrew Kahl, CPA
Assistant Comptroller



211 Walnut Street
Neenah, WI 54956

AN ORDINANCE: By the Finance and Personnel Committee
Re: Renumbering (Title) Ch. 2, Art. VII as Ch. 2, Art. VIII (Municipal Court); Creating Ch. 2, Art. VII – Elections and creating Neenah Code §2-245, relating to Municipal Board of Absentee Canvassers.

ORDINANCE NO. 2019-22
Introduced: November 6, 2019
Committee/Commission Action:
RECOMMENDED FOR PASSAGE

AN ORDINANCE

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

Section 1. Chapter 2, Article VII – Municipal Court, is renumbered as Chapter 2, Article VIII – Municipal Court.

Section 2. “Chapter 2, Article VII – Elections” (Title) is hereby created as a title prior to Neenah Code Section 2-245.

Section 3. Section 2-245 of the Code of Ordinances of the City of Neenah, relating to Municipal Board of Absentee Canvassers, is hereby created to read as follow:

Sec. 2-245. Municipal Board of Absentee Canvassers

- (a) The Board of Canvassers shall be composed of the City Clerk or a qualified elector of the city designated by the City Clerk, and two other qualified electors of the city appointed by the City Clerk for a term of two years commencing on January 1 of each odd-numbered year. The initial terms of appointment shall expire December 31, 2020, unless reappointed. All appointments shall comply with Wis. Stats. §§7.52 and 7.53.
- (b) The Board of Absentee Canvassers shall operate pursuant to the provisions of Wis. Stats. §§7.52 and 7.53, as applicable.



RESOLUTION NO. 2019-22

A RESOLUTION AMENDING THE FEE SCHEDULE OF THE CITY OF NEENAH TO PROVIDE FOR A ONE DOLLAR INCREASE IN PET LICENSE FEES EFFECTIVE JANUARY 1, 2020

WHEREAS, by Resolution #7185, the Common Council adopted a uniform fee schedule; and,

WHEREAS, cat & dog license fees were last increased in 2005; and,

WHEREAS, administrative responsibilities have increased resulting in the current fee failing to cover the cost;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NEENAH, WISCONSIN this 6th day of November 2019, that the uniform fee schedule established by Resolution #7185, as amended, is further amended by increasing the Pet License fees by \$1 Fees not listed remain unchanged.

FINANCE

LICENSES

Cat <u>(if spayed or neutered)</u>	\$67	Annual (if spayed or neutered)	Res. 2019-22
Cat <u>(if not spayed or neutered)</u>	\$112	Annual (if not spayed or neutered)	Res. 2019-22
Dog <u>(if spayed or neutered)</u>	\$67	Annual (if spayed or neutered)	Res. 2019-22
Dog <u>License (if not spayed or neutered)</u>	\$112	Annual (if not spayed or neutered)	Res. 2019-22
Late Fee – dog/cat	\$5	Annual After 3/31 (license fee plus a \$5 state imposed fee)	Res. No. 7309
Dangerous Animal License	\$50	Per Dangerous Animal	Sec. 3-16(b)(3)

Recommended by: **Finance and
Personnel Committee**

CITY OF NEENAH, WISCONSIN

Moved: _____

Dean R. Kaufert, Mayor

Passed: _____

Patricia A. Sturn, City Clerk

NMFR Joint Finance & Personnel Committee Meeting
October 22, 2019 – 5:30 p.m.
Conference Room #132 – City of Menasha

Present: Ald. Stevenson, Grade, Kunz, Sevenich, Grade and Boyette

Also Present: DC Voss, Director Jacobs and MA Ellis

Public: Sheriff Matz, Captain Ciancilo, Garrett Gee, Greg Wroblewski, Jamie Leonard and Jeff Ellis,

Ald. Sevenich called the meeting to order at 5:30 p.m.

Public Forum: No members of the public chose to speak.

Meeting Minutes: The committee reviewed the September 24, 2019 meeting minutes. **MSC Ropella/Stevenson to approve the September 24, 2019 meeting minutes and place on file, all voting aye.**

Automatic Aid Update: Sheriff Matz handed out a project timeline that was reviewed with the committee regarding the interface issues to get automatic aid working between NMFR and Appleton Fire Department. He noted there is a cost to have an interface between the two different systems. Progress has been made but every time progress is made issues arise and it has to be sent back to fixed by both vendors. He's confident we will get there but not sure when this will happen. Ald. Ropella asked if this would have been an issue if both counties had the same vendor. He said that we probably wouldn't have had these issues. Ald. Kunz said he doesn't feel this system will ever work as these are two different systems. The issue is the counties have to work together as this is a failure to not have the ability to talk to each other. He feels the long term solution is that both counties need to be on the same system. Sheriff Matz said Outagamie County had issues with Motorola when everyone was in the Fox Comm partnership. When Fox Comm dissolved each County had to find a new CAD system. It was up to each County to decide what system they felt would work best. Captain Cianciolo noted Winnebago County chose to stay with Motorola as this saved the County \$1 million dollars in licensing fees and they could re-use hardware that they already owned. They didn't have to relicense anything as they already paid those fees with Motorola. Outagamie County chose Spillman. When the contract was written with Spillman, Outagamie County put into their contract that it was Spillman's responsibility to create this interface and this is something they have never done before. When this system was purchased by Outagamie County Spillman was not owned by Motorola.

Sheriff Matz has researched CAD to CAD interfaces. It is currently being done in other municipalities that have Motorola. However, there's nothing out there between two different CAD systems. This interface project costs Winnebago County \$250,000 with an annual maintenance plan of \$35,000. At this time, Winnebago County is holding off paying this bill until the interface works. Under the old CAD system, the AVL program had to be written for the system in order for it to work. However, they could make it work as both Counties had the same CAD system.

Ald. Stevenson said there is always a risk every time there is a change made to a canned program. He recognizes each County makes a decision it's on a total package that works for them and automatic aid is a small item in the total package. At this time, our tax payers are affected as this means longer response times and this could have dramatic affects with people's lives. Capital dollars were spent on placing NMFR's current Station #36 due to having the automatic aid agreement. Sheriff Matz said he does understand everyone's concern. Before the changes, we had a product that was very good and it saved time and could have saved lives. Ald. Kunz asked if the lack of functionality between these two systems has affected anyone else. Sheriff Matz said our departments are not the only ones that are affected. It has affected the police side as they lost the ability to look at what is going on in Outagamie County on their computers. They can see Calumet but cannot see Outagamie anymore. However, all departments are meeting industry standards with response times it's just not the times we had prior to the switch.

DC Voss said this is Outagamie County's project to manage as they made it Spillman's responsibility in the contract. Appleton Fire and Greg are good about sharing information with us once they receive it. We do not receive a lot of information as it's a project managed by Outagamie County.

Captain Cianciolo said Motorola and Spillman have set November 7th and 8th to test the systems to make sure no ground has been lost with the new changes. On November 14th, it will be tested by Winnebago County before anything is done live. If the changes work it will be implemented. If not it will go back to both vendors to work on. They will have a better idea of where we are at with the project after November 14th.

The Committee thanked Sheriff Matz and Captain Cianciolo for taking the time to come and talk to the committee.

Activity and Automatic/Mutual Aid Reports: The Committee reviewed the September and quarterly activity and automatic/mutual aid reports. Ald. Sevenich asked about citizen complaints about opening burning and if both Cities have the requirement for a permit. DC Voss confirmed this. **MSC Stevenson/Grade to approve the September and Quarterly Activity and Automatic/Mutual Aid Reports and place on file, all voting aye.**

Quarterly Budget Reports: The Committee reviewed the quarterly budget report. **MSC Stevenson/Grade to approve the quarterly budget report and place on file, all voting aye.**

2020 Budget: The Committee reviewed the 2020 operating and capital improvement (CIP) budgets. Director Jacobs noted the reports reflect the cuts that were made by both Mayors which is a total of \$220,000. There were additional revenues found to bring this to the proposed budget. Director Jacobs handed out information that reflects the initial budget request, what it is at now and how this will be funded by both Cities per the cost distribution formula. A large portion of the reduction came from the funding levels of sick leave. After the retirements, this will be reviewed again for funding.

DC Voss explained how the banked sick leave worked and that it was funded at 65% for all employees. It was reduced to 60% and this brought a \$100,000 in savings. Ald. Stevenson said Neenah's question will

be if 60% funding is an appropriate funding level as we have a responsibility to make sure this is funded appropriately. DC Voss said during the original meeting the department had with both Mayors and Finance Directors we were asked to reduce our budget to a 2.5% increase. That was done through reductions and revenues. Mayor Merkes asked for additional cuts so Menasha's portion of the CIP project for the training center could be funded through the operating budget and not CIP. Further cuts were made and because we had to get to a certain dollar amount for Menasha there ends up being a greater reduction within the total budget due to the cost distribution formula for funding.

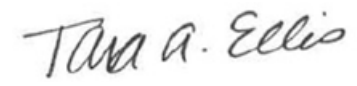
Ald. Ropella asked what the professional services line item is used for. MA Ellis explained it is for annual physicals, chest x-rays and EKG's for anyone in the department required to wear a respirator for their job. Ald. Ropella asked why this is not run through the employee's health insurance and to have them pay for this and applied to their deductible. Director Jacobs said this is not done through their own health insurance as this is a requirement for their job. Ald. Boyette asked if these services could be done through the City of Neenah Employee Health Clinic to save any money. DC Voss explained the clinic doesn't have the ability to do some of the tests and these also have to be completed by an Occupational Health doctor.

Ald. Kunz asked about maintenance of motor vehicles increase. DC Voss said even with a newer engine there are still other vehicles that age each year. E36's warranty does run out next year. We review the trending for costs for maintenance and repairs for all vehicles and ask for what is appropriate. At this time, there are several repairs that do need to be made but we are holding off on making these to reduce the amount of money we will go over in 2019's budget.

Ald. Kunz expressed a concern on the capital expenses for the training center and the amount of money we continue to put into this. DC Voss said the department looks at what is the best way to utilize this training center. When Fox Valley Tech knew they were moving out and building a new facility, they didn't maintain it as they knew they were moving out. A majority of the money spent so far has been to make repairs and bring it back up to an acceptable level for us to use for training. The CIP request is for a training prop that will give us the ability to do confined space and trench rescue training in a safer manner. Right now we dig a hole in the ground. The new prop will give us the ability to train in a more controlled and safe environment. He also noted the roadway extensions project is not a high priority and we have continued to push this out so we can fund higher priority items within the CIP budget. Director Jacobs said the next large CIP item coming up is a new truck purchase in 2021. Ald. Grade asked about the flooring project for Station 36. DC Voss said he and Thad do not feel this floor needs to be re-epoxied. They have done research and think they have a better alternative and this will be cheaper than re-doing the entire floor. **MSC Stevenson/Kunz recognize NMFR's Joint Finance & Personnel Committee has reviewed NMFR's 2020 operating and CIP budgets with the Mayor's reductions and recommends the City of Neenah and City of Menasha Common Councils incorporate the budget into their 2020 Operating and CIP budgets, all voting aye.**

MSC Stevenson/Boyette to adjourn at 6:25 p.m., all voting aye.

Respectfully Submitted,

A handwritten signature in black ink that reads "Tara A. Ellis". The signature is written in a cursive, flowing style.

Tara Ellis
Management Assistant

2020 BUDGET REPARATION WORKSHEET

ACCOUNT	ACCOUNT DESCRIPTION	2018 ACTUAL	2019 BUDGET	2019 Y-T-D 9 MONTHS	2019 DEPT ESTIMATE	2020 DEPT REQUEST	2020 MAYOR RECOMMEND	REQUEST CHANGE
Fire Department								
Fire								
2301-712-0101	Salaries	5,225,318	5,395,850	3,768,484	5,395,060	5,557,670	5,525,170	2.40
2301-712-0104	Overtime Wages	90,563	130,000	95,662	160,000	160,000	126,000	3.08-
2301-712-0105	Reimbursement / Overtime	0	0	4,026-	0	0	0	.00
2301-712-0106	FLSA Overtime Wages	51,636	47,000	43,009	50,000	50,000	50,000	6.38
2301-712-0110	Health Insurance	835,131	876,120	662,898	884,990	885,110	885,110	1.03
2301-712-0111	Fringes	1,326,142	1,304,010	915,491	1,311,550	1,340,620	1,225,120	6.05-
2301-712-0115	Schools/Seminars/Training	10,329	16,000	16,358	16,360	27,000	21,000	31.25
2301-712-0116	Test/Certification for Eq	3,916	10,000	6,644	9,500	10,000	10,000	.00
2301-712-0117	Clothing Allowance	33,155	32,000	31,805	32,000	34,000	34,000	6.25
2301-712-0118	License Renewal	5,717	100	983	990	12,000	3,000	900.00
2301-712-0123	Auto Allowance	0	0	0	0	0	0	.00
2301-712-0128	Empl Recognition Awards	650	600	600	600	1,550	1,550	158.33
* Personal Services								
2301-712-0202	Outsida Printing	7,582,557	7,811,680	5,537,908	7,857,020	8,077,950	7,880,950	.89
2301-712-0203	Postage	628	880	98	880	930	930	5.68
2301-712-0204	Conferences & Meetings	256	660	235	660	700	700	6.06
2301-712-0206	Advertising & Publication	598	2,000	327	1,800	2,060	2,060	3.00
2301-712-0207	Dues & Memberships	175	200	0	200	200	200	.00
2301-712-0209	Maintenance of PPE/SCBA	1,033	1,030	1,165	1,170	1,250	1,250	21.36
2301-712-0210	Maint of Computer Hardwre	3,379	3,170	1,532	3,170	3,200	3,200	.95
2301-712-0211	Maint of Other Equipment	0	500	16	1,200	500	500	.00
2301-712-0212	Maint of Office Equipment	2,075	3,600	1,088	2,600	3,710	3,710	3.06
2301-712-0213	Maint of Motor Vehicles	0	0	0	0	0	0	.00
2301-712-0214	Maint of Buildings	43,325	35,000	37,687	45,000	45,000	45,000	58.57
2301-712-0215	Maint of Radio Equipment	2,435	6,000	3,344	6,000	7,500	6,800	13.33
2301-712-0216	Maint of Operating Equip	6,522	6,500	5,915	6,000	6,700	6,700	3.08
2301-712-0218	Maint of Software	2,120	3,100	1,093	2,600	3,200	3,200	3.23
2301-712-0221	Telephone	14,350	12,000	11,754	12,000	12,870	12,870	7.25
2301-712-0222	Electricity	8,780	9,000	7,409	9,000	9,000	9,000	.00
2301-712-0223	Natural Gas	49,417	49,360	29,975	49,360	50,350	50,350	2.01
2301-712-0224	Water & Sewer	19,224	25,050	11,834	25,050	25,550	23,050	7.98-
2301-712-0225	Commercial Dumpster	10,862	12,160	7,034	12,160	12,770	12,770	5.02
2301-712-0226	Storm Water	0	0	0	0	0	0	.00
2301-712-0227	Cellular Telephone	3,058	3,100	1,965	3,100	3,100	3,100	.00
2301-712-0232	Auditing Services	4,525	4,560	4,283	4,560	5,900	5,900	29.39
2301-712-0236	Outside Services	1,800	1,860	1,950	1,950	2,050	2,050	10.22
2301-712-0237	Pest Control	12,660	13,020	9,138	13,020	13,020	13,020	.00
2301-712-0238	Professional Services	440	600	19	400	600	600	.00
2301-712-0241	Tree Planting & Landscape	21,594	22,000	6,820	22,000	35,000	35,000	59.09
2301-712-0242	Permits	1,162	1,200	211	1,200	1,200	700	41.67-
2301-712-0246	Liability Insurance	0	30	0	0	0	0	100.00-
2301-712-0247	Auto/Physical Damage Ins	32,611	35,000	34,104	34,110	35,000	35,000	.00
2301-712-0250	Maint of Training Tower	13,967	15,000	18,419	18,420	20,000	15,000	.00
2301-712-0252	Rental of Equipment	945	1,600	37	1,000	1,650	1,650	3.13
		312	320	207	320	390	390	21.88

ACCOUNT	ACCOUNT DESCRIPTION	2018 ACTUAL	2019 BUDGET	2019 Y-T-D 9 MONTHS	2019 DEPT ESTIMATE	2020 DEPT REQUEST	2020 MAYOR RECOMMEND	REQUEST CHANGE
2301-712-0254	Printer / Copies	2,981	3,250	2,160	2,160	3,240	3,240	.31
2301-712-0255	Neenah City I/S Services	140,880	144,190	108,143	134,000	151,700	151,700	5.21
2301-712-0256	Neenah City Finance Ser.	23,800	24,400	18,300	24,400	25,100	25,100	2.87
2301-712-0257	Neenah City H/R Services	47,000	51,500	38,625	51,500	56,600	56,600	9.90
2301-712-0262	Public Relations/Services	5,599	7,500	1,218	8,000	9,000	8,000	6.67
2301-712-0292	FVTC Reimbursements	0	0	0	0	0	0	.00
2301-712-0293	Maint of Motor Veh/Fleet	0	100	0	0	100	100	.00
2301-712-0294	Oil and Fluids/Fleet	0	100	0	0	100	100	.00
2301-712-0296	Maint of Equipment/Fleet	0	100	0	0	100	100	.00
<hr/>								
*	Contractual Services	478,513	499,640	366,105	498,990	549,340	539,640	8.01
2301-712-0301	Office Supplies	2,081	2,060	776	2,060	2,120	2,120	2.91
2301-712-0306	Cleaning/Janitor Supplies	12,037	14,000	7,805	14,000	15,000	15,000	7.14
2301-712-0308	Books and Periodicals	10	500	0	0	500	500	.00
2301-712-0310	Gasoline & Oil	27,551	27,000	23,603	27,000	30,870	30,870	14.33
2301-712-0319	Safety Supplies	4,326	6,500	1,402	6,500	6,700	6,700	3.08
2301-712-0320	Small Tools	917	1,030	477	1,030	1,060	1,060	2.91
2301-712-0325	Consumable supplies	1,868	2,060	3,055	3,060	3,000	3,000	45.63
2301-712-0326	Photography Supplies	403	500	66	250	500	500	.00
2301-712-0333	All Other Supplies	2,455	3,600	1,070	3,600	3,710	3,710	3.06
2301-712-0343	Small Program Packages	0	0	0	0	0	0	.00
2301-712-0344	Small Equipment	8,222	7,800	5,592	7,800	9,800	8,800	12.82
2301-712-0347	Small Computer Hardware	355	620	217	320	620	620	.00
2301-712-0348	Per Protective Equipment	38,162	45,000	10,026	45,000	55,000	55,000	22.22
2301-712-0350	Training Supplies	1,491	2,500	410	2,500	4,100	3,600	44.00
<hr/>								
*	Supplies & Materials	99,878	113,170	54,500	113,120	132,980	131,480	16.18
2301-712-0800	Mayor's Executive Adj	0	0	0	0	0	0	.00
<hr/>								
*	Mayor's Executive Adj	0	0	0	0	0	0	.00
2301-712-8108	Office Furniture & Equip	3,318	2,500	616	2,500	2,500	2,500	.00
2301-712-8113	Communication Equipment	3,841	3,000	2,561	3,000	3,900	3,900	30.00
2301-712-8114	Computer Software Outlay	112	1,000	2,280	2,280	1,000	1,000	.00
2301-712-8115	Computer Hardware Outlay	2,894	9,520	1,556	4,760	9,520	9,520	.00
2301-712-8133	All Other Equipment	17,682	20,600	4,679	20,600	22,000	20,000	2.91
2301-712-8149	Household Purchases	8,881	9,000	3,415	9,000	9,000	9,000	.00
<hr/>								
*	Capital Outlay	36,728	45,620	15,107	42,140	47,920	45,920	.66
<hr/>								
**	Fire	8,197,676	8,470,110	5,973,620	8,511,270	8,808,190	8,597,990	1.51

ACCOUNT	ACCOUNT DESCRIPTION	2018 ACTUAL	2019 BUDGET	2019 Y-T-D 9 MONTHS	2019 DEPT ESTIMATE	2020 DEPT REQUEST	2020 MAYOR RECOMMEND	REQUEST \$ CHANGE
	Reg Spec Oper Resp Team							
2314-712-0104	Overtime Wages	26,215	22,000	3,588	11,000	22,000	18,000	18.18-
2314-712-0105	Reimbursement / Overtime	20,880-	21,060-	1,136-	4,000-	4,000-	4,000-	81.01-
2314-712-0111	Pringes	6,066	4,870	794	2,440	5,120	4,120	15.40-
* 2314-712-0216	Personal Services Maint of Operating Equip	11,401	5,810	3,246	9,440	23,120	18,120	211.88
		0	900	340	900	900	900	.00
* 2314-712-0320	Contractual Services Small Tools	0	900	340	900	900	900	.00
		49	500	42	500	500	500	.00
2314-712-0348	Per Protective Equipment	964	5,000	0	5,000	7,690	6,990	39.80
2314-712-0350	Training Supplies	0	500	16	500	500	500	.00
* 2314-712-8133	Supplies & Materials All Other Equipment	1,013	6,000	58	6,000	8,690	7,990	33.17
		3,136	500	72	500	1,400	1,400	180.00
* Capital Outlay		3,136	500	72	500	1,400	1,400	180.00
** Reg Spec Oper Resp Team		15,550	13,210	3,717	16,840	34,110	28,410	115.06

ACCOUNT	ACCOUNT DESCRIPTION	2018 ACTUAL	2019 BUDGET	2019 Y-T-D 9 MONTHS	2019 DEPT ESTIMATE	2020 DEPT REQUEST	2020 MAYOR RECOMMEND	REQUEST CHANGE
	Joint Fire Commission							
2320-712-0203	Postage	0	500	0	0	500	500	.00
2320-712-0206	Advertising & Publication	0	1,000	0	500	1,000	1,000	.00
2320-712-0236	Outside Services	3,577	2,500	0	2,500	2,500	2,500	.00
2320-712-0261	Misc Expenditures	417	500	260	500	500	500	.00
* 2320-712-0261	Contractual Services	3,994	4,500	260	3,500	4,500	4,500	.00
** 2320-712-0261	Joint Fire Commission	3,994	4,500	260	3,500	4,500	4,500	.00

ACCOUNT	ACCOUNT DESCRIPTION	2018 ACTUAL	2019 BUDGET	2019 Y-T-D 9 MONTHS	2019 DEPT ESTIMATE	2020 DEPT REQUEST	2020 MAYOR RECOMMEND	REQUEST % CHANGE
	Special Reserves & Escrow							
2326-712-0101	Salaries	0	0	0	0	7,020	7,020	0.00
2326-712-0110	Health Insurance	0	0	0	0	50,000	50,000	0.00
2326-712-0111	Fringes	0	0	0	0	1,630	1,630	0.00
*	Personal Services	0	0	0	0	58,650	58,650	0.00
**	Special Reserves & Escrow	0	0	0	0	58,650	58,650	0.00
***	Fire Department	8,217,220	8,487,820	5,977,597	8,531,610	8,905,450	8,689,550	2.38

ACCOUNT	ACCOUNT DESCRIPTION	2018 ACTUAL	2019 BUDGET	2019 Y-T-D 9 MONTHS	2019 DEPT ESTIMATE	2020 DEPT REQUEST	2020 MAYOR RECOMMEND	REQUEST % CHANGE
Other								
Water Rescue Services								
2479-712-0104	Overtime Wages	1,865	0	0	0	0	0	.00
2479-712-0105	Reimbursement / Overtime	0	0	0	0	0	0	.00
2479-712-0111	Fringes	469	0	0	0	0	0	.00
2479-712-0115	Schools/Seminars/Training	891	0	0	0	0	0	.00
2479-712-0118	License Renewal	0	0	0	0	0	0	.00
*	Personal Services	3,225	0	0	0	0	0	.00
2479-712-0207	Dues & Memberships	0	0	0	0	0	0	.00
2479-712-0209	Maintenance of PPE/SCBA	1,723	0	0	0	0	0	.00
2479-712-0215	Maint of Radio Equipment	0	0	0	0	0	0	.00
2479-712-0216	Maint of Operating Equip	69	0	0	0	0	0	.00
2479-712-0261	Misc Expenditures	0	0	0	0	0	0	.00
*	Contractual Services	1,792	0	0	0	0	0	.00
2479-712-0333	All Other Supplies	0	0	0	0	0	0	.00
2479-712-0344	Small Rqpnment	1,718	0	0	0	0	0	.00
2479-712-0348	Per Protective Equipment	5,091	0	0	0	0	0	.00
*	Supplies & Materials	6,809	0	0	0	0	0	.00
2479-712-8113	Communication Equipment	0	0	0	0	0	0	.00
2479-712-8133	All Other Equipment	2,565	0	0	0	0	0	.00
*	Capital Outlay	2,565	0	0	0	0	0	.00
**	Water Rescue Services	14,391	0	0	0	0	0	.00
***	Other	14,391	0	0	0	0	0	.00
		8,231,611	8,487,820	5,977,597	8,531,610	8,905,450	8,689,550	2.38

**CITY OF NEENAH
2020 CAPITAL IMPROVEMENTS PROGRAM BUDGET
DETAIL PROJECT SCHEDULE**

PROJECT DESCRIPTION AND PROGRAM COMMENTS	DEPARTMENT REQUEST	MAYOR RECOMMENDED	MAYOR'S COMMENTS
<u>2020 EQUIPMENT</u>			
<u>Fire Department</u>			
1. Major equipment such as new thermal imaging cameras, mobile data computers, hazmat meter monitors, automatic external defibrillator, extractors, radios, etc. Total projected cost \$25,000. City of Neenah responsible for fixed percentage as agreed to in the Consolidation Agreement. 2020 cost distribution formula (.5930%) is used for budgeting purposes.	\$14,825		
2. Replace Squad 32 or refurbish/replace chassis of existing vehicle. This vehicle is used to tow Boat 32 and provide transportation for all water/ice rescue gear. It is also used as a rehab place for personnel during major incidents when there are extreme weather temperatures. Total projected cost is \$80,000. City of Neenah is responsible for a fixed percentage as agreed to in the Consolidation Agreement. 2020 cost distribution formula (.5930%) is used for budgeting purposes.	47,440		
3. Build a confined space training prop near the current training prop. This new training prop would be used by NMFR and other City personnel. NMFR would conduct the required confined space training for all staff. Total project cost is \$21,000. City of Neenah is responsible for a fixed percentage as agreed to in the Consolidation Agreement. 2020 cost distribution formula (.5930%) is used for budgeting purposes.	12,455		
Total <u>2020 Fire Department</u>	<u>\$74,720</u>		

CITY OF NEENAH
2020 - 2024 CAPITAL IMPROVEMENTS PROGRAM BUDGET
DETAIL PROJECT SCHEDULE

PROJECT DESCRIPTION AND PROGRAM COMMENTS	DEPARTMENT REQUEST	MAYOR RECOMMENDED	COUNCIL ADOPTED
<u>2021 EQUIPMENT</u>			
<u>Fire Department</u>			
1. Major equipment such as new thermal imaging cameras, mobile data computers, hazmat meter monitors, automatic external defibrillator, extractors, radios, etc. Total projected cost \$25,000. City of Neenah responsible for fixed percentage as agreed to in the Consolidation Agreement. 2020 cost distribution formula (.5930%) is used for budgeting purposes.	\$14,825		
2. Replace both inspectors' vehicles with new utility vehicles. Pricing would include the vehicle, lettering, emergency lights, sirens, etc. A 2007 Saturn VUE & 2003 Chevrolet Impala staff vehicle will be sold. The 2005 Chevy Suburban, currently used as an inspector's vehicle, would be downgraded to a staff vehicle. Total projected cost is \$80,000. City of Neenah is responsible for a fixed percentage as agreed to in the Consolidation Agreement. 2020 cost distribution formula (.5930%) is used for budgeting purposes.	47,440		
3. Roadway extensions. This request is to extend the current concrete driveway located at the training tower/burn prop. The roadway concrete additions will allow fire department personnel to create more challenging and realistic training scenarios. This request also includes the replacement of the asphalt walkway, extending from the Station 31 parking lot to the training tower/burn prop, into a roadway grade asphalt approach. Total projected cost \$58,000. NOTE: If a new Fire Station 31 is built this project would be included in the new station cost and this project would no longer be needed. City of Neenah responsible for fixed percentage as agreed to in the Consolidation Agreement. 2020 cost distribution formula (.5930%) is used for budgeting purposes.	34,395		
Total <u>2021 Fire Department</u>	<u>\$96,660</u>		

CITY OF NEENAH
2020 - 2024 CAPITAL IMPROVEMENTS PROGRAM BUDGET
DETAIL PROJECT SCHEDULE

PROJECT DESCRIPTION AND PROGRAM COMMENTS	DEPARTMENT REQUEST	MAYOR RECOMMENDED	COUNCIL ADOPTED
<u>2022 EQUIPMENT</u>			
<u>Fire Department</u>			
1. Major equipment such as new thermal imaging cameras, mobile data computers, hazmat meter monitors, automatic external defibrillator, extractors, radios, etc. Total projected cost \$25,000. City of Neenah responsible for fixed percentage as agreed to in the Consolidation Agreement. 2020 cost distribution formula (.5930%) is used for budgeting purposes.	\$14,825		
2. New engine to replace a 2005 Pierce Quantum engine. Total projected cost for the new engine and necessary equipment is \$675,000. The 1997 Pierce Saber would be moved to reserve status and used when front line vehicles are down and/or an additional vehicle is needed for a major incident. City of Neenah responsible for fixed percentage as agreed to in the Consolidation Agreement. 2020 cost distribution formula (.5930%) is used for budgeting purposes. <i>Adopted Spring CIP \$387,140.</i>	400,275		
Total <u>2022 Fire Department</u>	<u>\$415,100</u>		
<u>2023 EQUIPMENT</u>			
<u>Fire Department</u>			
1. Major equipment such as new thermal imaging cameras, mobile data computers, hazmat meter monitors, automatic external defibrillator, extractors, radios, etc. Total projected cost \$25,000. City of Neenah responsible for fixed percentage as agreed to in the Consolidation Agreement. 2020 cost distribution formula (.5930%) is used for budgeting purposes.	\$14,825		

CITY OF NEENAH
2020 - 2024 CAPITAL IMPROVEMENTS PROGRAM BUDGET
DETAIL PROJECT SCHEDULE

PROJECT DESCRIPTION AND PROGRAM COMMENTS	DEPARTMENT REQUEST	MAYOR RECOMMENDED	COUNCIL ADOPTED
<p>2. Replace the Training Division's pick-up truck for a total cost of \$50,000. This includes the price of the vehicle and all necessary equipment. The new vehicle will also serve as a back-up vehicle for Command 32. The old vehicle will move down to a staff vehicle. City of Neenah is responsible for fixed percentage as agreed to in the Consolidation Agreement. The 2020 cost distribution formula (.5930%) is used for budgeting purposes. <i>Not included in adopted Spring CIP.</i></p> <p>Total <u>2023 Fire Department</u></p>	29,650		
<u>2024 EQUIPMENT</u>			
<u>Fire Department</u>			
<p>1. Major equipment such as new thermal imaging cameras, mobile data computers, hazmat meter monitors, automatic external defibrillator, extractors, radios, etc. Total projected cost \$25,000. City of Neenah responsible for fixed percentage as agreed to in the Consolidation Agreement. 2020 cost distribution formula (.5930%) is used for budgeting purposes.</p>	\$14,825		
<p>2. Replace Command 32. The 2014 Ford F250 would be moved to the training department for use. The 2008 Chevy Silverado would be sold. Total project cost is \$80,000. City of Neenah responsible for fixed percentage as agreed to in the Consolidation Agreement. 2020 cost distribution formula (.5930%) is used for budgeting purposes.</p> <p>Total <u>2024 Fire Department</u></p>	\$47,624		
	\$62,449		

**Minutes of the Board of Public Works Meeting
Wednesday, October 30, 2019, 12:00pm Noon
Hauser Room**

MEMBERS PRESENT: Mayor Kaufert, City Attorney Godlewski, Director of Public Works Kaiser, and Alderpersons Bates & Lang.
Director of Finance Easker and Director of Finance Easker were excused.

ALSO PRESENT: Deputy City Clerk Cheslock, Director of Neenah Water Utility, and Director of Parks & Recreation Kading.

Mayor Kaufert called the meeting to order at 12:05 p.m.

MINUTES: MSC Kaiser/Godlewski to approve the minutes from the October 8 and October 9, 2019 meetings, all voting aye.

NEW BUSINESS:

Park & Recreation

Change Order No. 2 for Washington Park Phase 3 Contract: Dir. Kading requested approval of Change Order No. 2 for Washington Park Phase 3 Contract to R&R Wash Materials, Ripon, WI in the amount of \$2,796.95. He explained the increases were for concrete, stone, and asphalt and the decrease was for a lower restoration cost. The Board reviewed the other change order for the project. **MSC Godlewski/Kaiser to approve Change Order No. 2 for Washington Park Phase 3 Contract to R&R Wash Materials, Ripon, WI in the amount of 4,175.99, all voting aye.**

Final Payment for Washington Park Phase 3 Contract: Dir. Kading requested the Board recommend Council approve the Final Payment for Washington Park Phase 3 Contract to R&R Wash Materials, Ripon, WI in the amount of \$184,607.95 with the City retaining \$5,000 for landscaping work to be completed in the spring and reported to Council when used. Mayor Kaufert asked about what would all need to be completed in the spring. Dir. Kading explained that the grass has already been planted but because of the late time of year staff could not see evidence that the grass will take. Ald. Bates asked about the port-a-potties that are currently at the park. Dir. Kading explained that they will be removed after 10/31 and the door access is complete. **MSC Kaiser/Godlewski to recommend Council approve Final Payment for Washington Park Phase 3 Contract to R&R Wash Materials, Ripon, WI in the amount of \$184,607.95 with the City retaining \$5,000 for landscaping to be reported to Council when used, all voting aye.**

Water Department

Change Order No. 4, for Contract Chemical Feed and Delivery Upgrade: Dir. Mach requested approval of Change Order No. 4 for Contract Chemical Feed and Delivery Upgrade to August Winter & Sons, Appleton, WI in the amount of (\$4,000). Dir. Mach explained this change relates to some allowances that were not used in the project. **MSC Godlewski/Bates to approve Change Order No. 4 for Contract Chemical Feed and Delivery Upgrade to August Winter & Sons, Appleton, WI in the amount of (\$4,000), all voting aye.**

Info Only

Report

Info Only

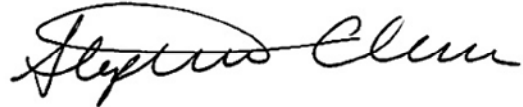
Report

Final Payment for Contract Chemical Feed and Delivery Upgrade: Dir. Mach requested the Board recommend the Water Commission approve the Final Payment for Contract Chemical Feed and Delivery Upgrade to August Winter & Sons, Appleton, WI in the amount of \$9,987.65. **MSC Godlewski/Kaiser to recommend the Water Commission approve Final Payment for Contract Chemical Feed and Delivery Upgrade to August Winter & Sons, Appleton, WI in the amount of \$9,987.65, all voting aye.**

ADJOURNMENT

MSC Godlewski/Kaiser to adjourn at 12:20 p.m., all voting aye.

Respectfully Submitted,



Stephanie Cheslock
Deputy City Clerk

Pay To: August Winters & Sons
PO Box 1896
Appleton, WI 54912-1896

Contract No. Chemical Feed and Delivery System Upgrade

Date: October 15, 2019

Estimate No. Final

<u>Account Description</u>	<u>Account #</u>	<u>Payment</u>
Chemical Feed and Delivery Upgrade	400-0000-207-0373	\$9,987.65

Prepared on/by October 15, 2019 

Approved by Water Department October 15, 2019 

Approved by Board of Public Works October 30, 2019

Approved by Water Commission November 18, 2019

Number of Attachments 30

City of Neenah
Water Utility
Contract Payment Form

SECTION 00 62 76
APPLICATION FOR PAYMENT NO. #8

To: City of Neenah
From: August Winter & Sons, Inc.
Contract: Chemical Storage & Feed Mods
Project: 3512-18-01

For work accomplished through the date of: October 9, 2019

1. Original Contract Price:	474,474.00
2. Add (Deduct) by Revised Quantities:	
3. Net change by Change Orders and Written Amendments (+ or -):	80,543.00-
4. Current Contract Price (1 plus 2 plus 3):	393,931.00
5. Total completed and stored to date:	393,931.00
6. Retainage (per Agreement):	
0 % of Total Contract completed work:	\$ 0
% of stored material:	\$
Total Retainage:	0
7. Total completed and stored to date less retainage (5 minus 6):	393,931.00
8. Less previous Application for Payments:	383,943.35
9. Due this Application (7 minus 8):	9,987.65

Record of Previous Payments:

1.	1/31/19	112,575.00	4	4/30/19	54,500.00
2.	2/28/19	52,820.00	5	5/31/19	26,900.00
3.	3/31/19	97,117.35	6	6/30/19	15,181.00
Sub-Total		\$	7	8/31/19	24,850.00
					\$ 383,943.35

Accompanying Documentation:

SUBMITTED:

By: Kurt Van Heinson Date: 10/11/2019
CONTRACTOR (Authorized Signature)

RECOMMENDED:

By: Josh Steffes Date: 10/14/19
ENGINEER (Authorized Signature)

APPROVED:

By: _____ Date: _____
OWNER (Authorized Signature)

APPLICATION FOR PAYMENT

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 29316

To Owner: City of Neenah
P O Box 426

Project: 57618-City of Neenah

Application No.: 8

Distribution to:
 Owner
 Architect
 Contractor

Neenah, WI 54956

Period To: 10/9/2019

From Contractor: August Winter & Sons, Inc. Via Architect: Robert E Lee
2323 N. Roemer Road
Appleton, WI 54912

Project Nos: 3512-18-01

Contract For: Chemical Storage & Feed Mods

Contract Date: 7/17/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached.

- 1. Original Contract Sum \$474,474.00
- 2. Net Change By Change Order -\$80,543.00
- 3. Contract Sum To Date \$393,931.00
- 4. Total Completed and Stored To Date \$393,931.00
- 5. Retainage:
 - a. 0.00% of Completed Work \$0.00
 - b. 0.00% of Stored Material \$0.00
- Total Retainage \$0.00
- 6. Total Earned Less Retainage \$393,931.00
- 7. Less Previous Certificates For Payments \$383,943.35
- 8. Current Payment Due \$9,987.65
- 9. Balance To Finish, Plus Retainage \$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: August Winter & Sons, Inc.

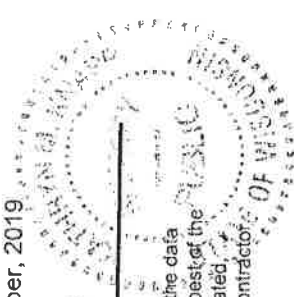
By: Kurt Van Gimsen Date: 10/11/2019

State of: Wisconsin County of: Outagamie

Subscribed and sworn to before me this 11th day of October, 2019

Notary Public: Kathy M. Krupp

My Commission expires: 5/13/2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 9,987.65

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$2,685.00	\$79,228.00
Total Approved this Month	\$0.00	\$4,000.00
TOTALS	\$2,685.00	\$83,228.00
Net Changes By Change Order	-\$80,543.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 8
 Application Date : 10/09/19
 To: 10/09/19
 Architect's Project No.: 3512-18-01

Invoice #: 29316 Contract: 57618- City of Neenah

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	Work Completed					
001	Allowances	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00	0.00	0.00
002	FRP storage and day tanks for ferric sulfate	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00	0.00
003	Polyethylene storage and day tanks for polymer	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.00	0.00
004	Double wall polyethylene storage and day tanks for HFS acid	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00	0.00
005	Chemical transfer pumps	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
006	Perisaltic chemical pumps and accessories	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00	0.00
007	Diaphragm chemical pumps and accessories	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00	0.00
008	Freeze proof emergency eyewash and shower	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	0.00
009	Emergency eyewash and shower including the mixing valve	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
010	Potable hot water and tempered water piping including all va	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
011	Chemical supply and feed piping including all required valve	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00	0.00
012	Painting work in accordance with Spec 09 90 00	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
013	Provide electrical & instrumentation work for chemical stora	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.00	0.00
014	Ashphalt concrete pavement complete	26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	0.00	0.00
015	Concrete site work complete	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	0.00	0.00
016	Landscaping Complete	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00	0.00
017	Chain link fence complete	29,000.00	29,000.00	0.00	0.00	0.00	29,000.00	0.00	0.00
018	Temporary precast concrete barrier complete	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
019	All other work for Chemical Storage and feed mods	134,974.00	134,974.00	0.00	0.00	0.00	134,974.00	0.00	0.00
021	CO #1	-77,653.00	-77,653.00	0.00	0.00	0.00	-77,653.00	0.00	0.00
022	CO #2	2,685.00	2,685.00	0.00	0.00	0.00	2,685.00	0.00	0.00
023	CO #3	-1,575.00	-1,575.00	0.00	0.00	0.00	-1,575.00	0.00	0.00
024	CO #4	-4,000.00	0.00	-4,000.00	0.00	0.00	-4,000.00	0.00	0.00
Grand Totals			393,931.00	393,931.00	0.00	0.00	393,931.00	0.00	0.00

SECTION 00 65 19
CERTIFICATE OF FINAL COMPLETION

DATE OF ISSUANCE 10/09/2019

OWNER Neenah Water Utility, City of Neenah
CONTRACTOR August Winter & Sons, Inc.
Contract: 3512-18-01
Project: Chemical Storage and Feed Modifications

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be completed in accordance with the Contract Documents on

August 16, 2019
DATE OF FINAL COMPLETION

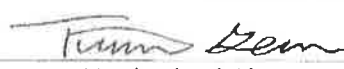
Executed by ENGINEER on 10/14/19
Date

ROBERT E. LEE & ASSOCIATES, INC.
ENGINEER

By: 
(Authorized Signature)

CONTRACTOR accepts this Certificate of Final Completion on 10/09/2019
Date

August Winter & Sons, Inc.
CONTRACTOR

By: 
(Authorized Signature)

OWNER accepts this Certificate of Final Completion on _____
Date

NEENAH WATER UTILITY, CITY OF NEENAH
OWNER

By: _____
(Authorized Signature)

SECTION 00 65 19.13

CONTRACTOR'S AFFIDAVIT

STATE OF: Wisconsin

COUNTY OF: Outagamie

Before me, the undersigned, a Notary Public
(Notary Public, Justice of the Peace, or Alderman)

in and for said County and State personally appeared Travis Glennon
(Individual, Partner, or duly authorized

representative of Corporate CONTRACTOR)

who being duly sworn according to law deposes and says that all labor, material, and outstanding claims and indebtedness of whatever nature arising out of the performance of the CONTRACT of the _____

Neenah Water Utility, City of Neenah
(OWNER)

with August Winter & Sons, Inc. have been paid in full.

Travis Glennon
(Individual, Partner, or duly authorized
representative of Corporate CONTRACTOR)

Sworn to an subscribed before me this 9th day of October,
2019.

Kathy M Koop
Notary Public



(Seal)

Commission expires: 5/13/2021

SECTION 00 65 19.16

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT: _____

August Winter & Sons, Inc.

(CONTRACTOR)

of Outagamie County and State of Wisconsin does hereby acknowledge that

he has received this day of an from the City of Neenah

(OWNER)

the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing, payable and belonging to _____

August Winter & Sons, Inc.

(CONTRACTOR)

by any means whatsoever, for on account of a certain agreement hereinafter called the CONTRACT,

between the said Neenah Water Utility, City of Neenah

(OWNER)

and August Winter & Sons, Inc.

(CONTRACTOR)

dated July 17, 2018

NOW, THEREFORE, the said August Winter & Sons, Inc.

(CONTRACTOR)

(for myself, my heirs, executors, and administrators) (for itself, its successors and assigns) do by these presents remise, release quit-claim and forever discharge the said _____

Neenah Water Utility, City of Neenah

(OWNER)

its successors and assigns, of and from all claims and demands arising from or in connection with the said CONTRACT dated July 17, 2019 and of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues duties, sum and sums of money, accounts, reckonings, bond, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said _____

Neenah Water Utility, City of Neenah

(OWNER)

its successors and assigns ever had, now have, or which (I, my heirs, executors or administrators) (it, its successors and assigns) hereinafter can, shall or may have for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents.

IN WITNESS WHEREOF August Winter & Sons, Inc.
(CONTRACTOR)

has caused these presents to be duly executed the 9th day of October, 2019

Signed, Sealed, and Delivered
in the presence of:

(Seal)
(Individual)

(Seal)
(Partnership Contractor)

By _____ (Seal)
(Partner)

Attest:

(Seal)
Fran Ben
(Secretary)
By [Signature] (Seal)
(President or Vice-President)

(Corporate Seal)

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. 8942147

TO OWNER:
(Name and address)
Neenah Water Utility, City of Neenah
211 Walnut Street
Neenah, WI 54956

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Construction

PROJECT:
(Name and address)
Chemical Storage and Feed Modifications; City of Neenah, WI

CONTRACT DATED: July 25, 2018

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Ohio Farmers Insurance Company
P.O. Box 5001
Westfield Center, OH 44251

, SURETY,

on bond of
(Insert name and address of Contractor)

August Winter & Sons, Inc.
2323 N. Roemer Road
Appleton, WI 54911

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

Neenah Water Utility, City of Neenah
211 Walnut Street
Neenah, WI 54956

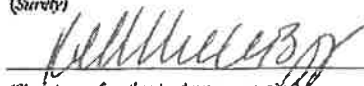
, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 30, 2019
(Insert in writing the month followed by the numeric date and year.)

Ohio Farmers Insurance Company

(Surety)



(Signature of authorized representative)

Kelly Nicole Bruggeman, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/28/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2263612 01

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint BRIAN D. CARPENTER, NICOLE LANGER, CRAIG OLMSTEAD, JESSICA HOFF, MICHELLE HALTER, HEATHER R. GOEDEL, KELLY NICOLE BRUGGEMAN, BLAKE S. BOHLIG, JOINTLY OR SEVERALLY

of BLOOMINGTON and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 28th day of SEPTEMBER A.D., 2018 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 28th day of SEPTEMBER A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of September A.D., 2018.



Signature of Frank A. Carrino, Secretary

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment, or material

furnished to: City of Neenah

on the job of: Chemical Storage and Feed Modifications

located at: 234 S. Park Street
Neenah, WI 54956

and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against labor and material bond on the job, except for disputed claims for extra work in the

amount of: 0

Dated: October 11, 2019

Company: August Winter & Sons, Inc.

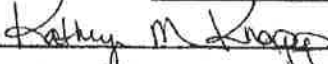
Signature: 

By: Mark Eimmerman, President
(Name & Title)

State of: Wisconsin

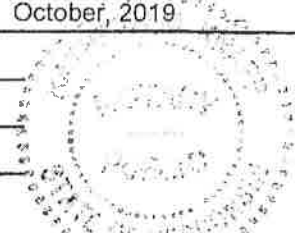
County of: Outagamie

Subscribed and sworn to before me, this 11th day of October, 2019

Notary Public Signature: 

Notary Public Name: Kathryn M Knapp

My Commission Expires: 5/13/2021



NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Able Distributing Co Inc
3009 North Zuehlke Drive
Appleton, WI 54911

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: Sept 30, 2019

Firm Name: Able Distributing

By: Melissa Hammerand

Title: Melissa Hammerand
Assistant District Credit Manager

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Columbia Pipe and Supply Co
23671 Network Place
Chicago, IL 60673-1236

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 09/30/2019

Firm Name: Columbia Pipe & Supply Co

By: *Julie A. Tenerelli*

Title: Julie Tenerelli / Credit Analyst

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Crane Engineering Sales Inc
PO Box 38
Kimberly, WI 54136

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10/1/2019

Firm Name: Crane Engineering
By: Bob M. Carter
Title: Accountant

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Dorner Company
PO Box 189
Sussex, WI 53089-0189

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10/1/19

Firm Name: DORNER COMPANY

By: Mike Balsewicz

Title: Controller

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Fabick Rents
PO Box 956362
St Louis, MO 63195-6362

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10-5-19

Firm Name: Fabick Rents
By: Michelle Hornmel
Title: Credit manager

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Ferguson Enterprises LLC 1550
2300 N Sandra St
Appleton, WI 54911

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 9/30/19

Firm Name: Ferguson Enterprises

By: 

Title: Credit Coordinator

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: First Supply LLC
PO Box 1177
Appleton, WI 54912

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 9-30-19

Firm Name: First Supply

By: [Signature]

Title: Credit Manager

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Hawkins Inc
PO Box 860263
Minneapolis, MN 55486-0263

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

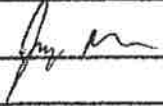
This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10-1-19

Firm Name: Hawkins Inc

By: Jimmy Bayles 

Title: Credit Specialist

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Kunding Fluid Power Inc
PO Box 739
Neenah, WI 54957-0739

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 9/30/19

Firm Name: Kunding Fluid Power Inc

By: Sharon Hus

Title: Office Asst.

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: LW Meyer Inc
PO Box 557
Waukesha, WI 53187-0557

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10-1-19

Firm Name: L.W. Meyer, Inc.

By: 

Title: Sec / Treas.

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: ARC Contracting
2300 Holly Rd
Neenah, WI 54956

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10-2-2019

Firm Name: ARC Contracting of LII

By: Adam Reichenberger

Title: Commercial Sales Manager

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Belding Tank Technologies Inc
PO Box 160
Belding, MI 48809-0160

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10-3-19

Firm Name: Belding Tank Technologies
By: [Signature]
Title: Controller

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

RECEIVED

Subcontractor: Columbia Pipe and Supply Co
23671 Network Place
Chicago, IL 60673-1236

OCT 02 2019

AUGUST WINTER & SONS, INC.

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 09/30/2019

Firm Name: Columbia Pipe & Supply Co

By: Julie A. Tenerelli

Title: Julie Tenerelli / Credit Analyst

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Northern Electric Inc
314 North Danz Ave
Green Bay, WI 54302

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10-2-19

Firm Name: NORTHERN ELECTRIC, INC
By: James Vincent
Title: Treasurer

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Omni Glass and Paint Inc
PO Box 2186
Oshkosh, WI 54903-2186

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 9-30-19

Firm Name: OMNI GLASS + PAINT

By: Cain John

Title: CEO

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Packer Fastener and Supply Inc
728 Lombardi Ave
Green Bay, WI 54304

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10/2/19

Firm Name: Packer Fastener
By: Rachel Jones
Title: office manager

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Pump Solutions Inc
2821 Index Road
Madison, WI 53713

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10/2/19

Firm Name: Pump Solutions Inc.
By: Ulenof Fay
Title: Accountant

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: R Industries LLC
2830 E Dietzen Dr
Appleton, WI 54915

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10/8/19

Firm Name: R Industries LLC

By: Jon Schmitt

Title: President

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Thermo Tech Mechanical Insulation Inc
PO Box 290
Watertown, WI 53094

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10-2-19

Firm Name: Thermo-Tech Inc.
By: Terri Heese
Title: Office Asst.

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993



*Department of
Parks & Recreation*

TO: Park and Recreation Commission

FROM: Michael T. Kading, Director of Parks & Recreation

DATE: October 25, 2019

RE: Washington Park Change Order #2 and Pay Request #9 / Final

Change Order #2:

Contract Sum to date:	\$1,150,452.30
Final Quantities Adjusted:	\$2,796.95
Completed Projected Total:	\$1,153,249.25

Recommending a final quantities adjustment increase for stone, concrete and asphalt and a decrease in restoration cost for a total increase of \$2,796.65 utilizing the Washington Park project contingency fund.

Pay Request #9/Final:

Staff has reviewed and recommends pay request #9 / Final as submitted by R & R Wash Materials, Inc, Ripon, WI in the amount of \$183,228.91 minus a \$5,000 retainage for final landscaping to be confirmed/paid in Spring 2020 for a total payment of \$178,228.91.

Creating Community Through People, Parks & Programs

REQUEST AND CERTIFICATE FOR PAYMENT

PROJECT: Washington Park Phase III

ENGINEER: Ayres Associates

SUBCONTRACTOR: _____

ENGINEERS PROJECT NO: _____

CONTRACTOR: R&R Wash Materials, Inc.

1110 Dartford Road, Ripon, WI 54971

CONTRACT NO.: _____

REQUEST DATE: October 1, 2019 REQUEST NO: 9

PERIOD FROM: August 23, 2019 TO: October 1, 2019

Request is made for Payment, as shown below, in connection with the Contract.

CONTINUATION SHEET, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM \$1,146,206.04

Net change by Change Orders \$4,246.26

CONTRACT SUM TO DATE \$1,150,452.30

TOTAL COMPLETED AND STORED TO DATE \$1,153,249.25

RETAINAGE _____ of Completed and
Stored to Date \$5,000.00

TOTAL EARNED LESS RETAINAGE \$1,148,249.25

LESS 1% BID BOND COST _____

LESS PREVIOUS CERTIFICATES FOR PAYMENT \$970,020.34

CURRENT PAYMENT DUE \$178,228.91

In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above.

CHANGE ORDER SUMMARY

Change Orders approved previously		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$0.00
Subsequent Change Orders			
Number	Approved (date)		
###		\$4,246.26	
TOTALS		\$4,246.26	\$0.00

Net change by Change Orders \$4,246.26

State of: Wisconsin County of: Winnebago

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner and that the current payment shown herein is now due.

Contractor : R&R Wash Materials, Inc.

APPROVED
 By Blake Theisen at 7:45 am, Oct 23, 2019

By: Jeff Washkovick

Date: 10/21/19

REQUEST AND CERTIFICATE FOR PAYMENT, containing CONTRACTOR'S signed Certification is attached.

REQUEST NUMBER: 9

PROJECT NAME: Washington Park Phase III

0

ENGINEERS PROJECT NO:

ITEM NO. (A)	DESCRIPTION OF WORK (B)	SCHEDULED QUANTITY (C)	UM	UNIT PRICE (D)	Work Completed						Total Completed and Stored to Date (E+F+G)		% Com
					Previous Request (E)		This Request (F)		Stored Materials (G)		Quantity	Amount	
					Quantity	Amount	Quantity	Amount	Quantity	Amount			
1	Mobilization	1	LS	\$64,000.00	1.00	\$64,000.00		\$-		\$-	1	\$64,000.00	
2	Erosion Control	1	LS	\$7,300.00	1.00	\$7,300.00		\$-		\$-	1	\$7,300.00	
3	Demolition	1	LS	\$20,900.00	1.00	\$20,900.00		\$-		\$-	1	\$20,900.00	
4	Earthwork	1	LS	\$80,800.00	1.00	\$80,800.00		\$-		\$-	1	\$80,800.00	
5	Base Aggregate Dense	4000	Ton	\$12.75	4369.95	\$55,716.86		\$-		\$-	4369.95	\$55,716.86	
6	Clear Stone	500	Ton	\$14.00	421.02	\$5,894.28	85.87	\$1,202.18		\$-	506.89	\$7,096.46	
7	Asphalt Pavement	910	Ton	\$109.00	433.03	\$47,200.27	591	\$64,419.00		\$-	1024.03	\$111,619.27	
8	Concrete Pavement, 4"	9843	SF	\$5.10	9700	\$49,470.00	143	\$729.30		\$-	9843	\$50,199.30	
9	Concrete Pavement, 5"	4583	SF	\$5.50	4600	\$25,300.00	-17	\$(93.50)		\$-	4583	\$25,206.50	
11	Concrete Pavement, 5" Reinforced, Colored	2846	SF	\$14.35	2600	\$37,310.00	246	\$3,530.10		\$-	2846	\$40,840.10	
12	Concrete Pavement, 6"	237	SF	\$10.20		\$-		\$-		\$-	0	\$-	
13	Std Concrete Curb and Gutter, 18"	32	LF	\$50.00	32	\$1,600.00	8	\$400.00		\$-	40	\$2,000.00	
14	Std Concrete Curb and Gutter, 30"	10	LF	\$50.00		\$-		\$-		\$-	0	\$-	
15	Detectable Warning Panels	20	SF	\$30.00	16	\$480.00		\$-		\$-	16	\$480.00	
16	4" Underdrain	704	LF	\$25.20	706	\$17,791.20		\$-		\$-	706	\$17,791.20	
17	6" Underdrain	160	LF	\$36.70	160	\$5,872.00		\$-		\$-	160	\$5,872.00	
18	4" PVC Storm Pipe	165	LF	\$36.90	86	\$3,173.40		\$-		\$-	86	\$3,173.40	
19	6" PVC Storm Pipe	160	LF	\$37.00	101	\$3,737.00		\$-		\$-	101	\$3,737.00	
20	8" PVC Storm Pipe	409	LF	\$38.00	395.00	\$15,010.00		\$-		\$-	395	\$15,010.00	
21	10" PVC Storm Pipe	244	LF	\$40.00	277	\$11,080.00		\$-		\$-	277	\$11,080.00	
22	24" HDPE Storm Pipe	724	LF	\$55.00	725	\$39,875.00		\$-		\$-	725	\$39,875.00	
23	Yard Inlet	3	EA	\$1,650.00	2	\$3,300.00		\$-		\$-	2	\$3,300.00	
24	24" Inlet	9	EA	\$1,280.00	8	\$10,240.00		\$-		\$-	8	\$10,240.00	
25	Storm Manhole	2	EA	\$2,000.00	2	\$4,000.00		\$-		\$-	2	\$4,000.00	
26	Connect to Manhole	7	EA	\$1,250.00	7	\$8,750.00		\$-		\$-	7	\$8,750.00	
27	6" Sanitary Service	188	LF	\$47.00	212	\$9,940.50		\$-		\$-	211.5	\$9,940.50	
28	Tap Watermain	1	EA	\$4,300.00	1	\$4,300.00		\$-		\$-	1	\$4,300.00	
29	Water Service, 4"	276	LF	\$51.00	297	\$15,147.00		\$-		\$-	297	\$15,147.00	
30	Water Service, 3"	230	LF	\$46.00	279	\$12,834.00		\$-		\$-	279	\$12,834.00	
31	Foul Pole	2	EA	\$1,500.00	2.0	\$3,000.00		\$-		\$-	2	\$3,000.00	
32	Bleachers	3	EA	\$3,000.00	3.0	\$9,000.00		\$-		\$-	3	\$9,000.00	
33	Player Bench	5	EA	\$1,120.00	5	\$5,600.00		\$-		\$-	5	\$5,600.00	
34	Tennis/Pickleball Court Surfacing	18868	SF	\$1.00		\$-	18868	\$18,868.00		\$-	18868	\$18,868.00	
35	Tennis Equipment	2	EA	\$890.00	2	\$1,780.00		\$-		\$-	2	\$1,780.00	
36	Pickleball Equipment	2	EA	\$890.00	2	\$1,780.00		\$-		\$-	2	\$1,780.00	
37	Shade Structure – Type 1	2	EA	\$10,000.00	2.00	\$20,000.00		\$-		\$-	2	\$20,000.00	
38	Shade Structure – Type 2	2	EA	\$12,000.00	2.00	\$24,000.00		\$-		\$-	2	\$24,000.00	
39	Shade Structure – Type 3	2	EA	\$10,000.00	2.00	\$20,000.00		\$-		\$-	2	\$20,000.00	
40	Splash Pad Installation	1	LS	\$58,000.00	1.00	\$58,000.00		\$-		\$-	1	\$58,000.00	
41	Splash Pad Signage	1	EA	\$700.00	1	\$700.00		\$-		\$-	1	\$700.00	
42	Restroom/Concession Building	1	LS	\$136,800.00	1.00	\$136,800.00		\$-		\$-	1	\$136,800.00	
43	Building Service Hookups	1	LS	\$24,500.00	0	\$11,025.00	0.38559	\$9,446.96		\$-	0.83559	\$20,471.96	
44	Picnic Tables – Type 1 Splash Pad	6	EA	\$400.00	6	\$2,400.00		\$-		\$-	6	\$2,400.00	
45	Picnic Tables – Type 2 70" Rectangular	8	EA	\$525.00	8	\$4,200.00		\$-		\$-	8	\$4,200.00	
46	Picnic Tables – Type 3 Pub Style	8	EA	\$400.00	8	\$3,200.00		\$-		\$-	8	\$3,200.00	
47	Bike Rack – Type 1	15	EA	\$160.00	15	\$2,400.00		\$-		\$-	15	\$2,400.00	

48	Rick Rack – Type 2	5	EA	\$160.00	5	\$800.00		\$-		\$-	5	\$800.00
49	Benches – 72" Rectangular	13	EA	\$300.00	13	\$3,900.00		\$-		\$-	13	\$3,900.00
50	Concrete Corn Hole	1	EA	\$1,000.00	1	\$1,000.00		\$-		\$-	1	\$1,000.00
51	Doner Casting	8	EA	\$60.00	8	\$480.00	5	\$300.00		\$-	13	\$780.00
52	Hopscotch	1	LS	\$1,300.00	1	\$1,300.00		\$-		\$-	1	\$1,300.00
53	Light Type A (Not Being Used)	19	EA	\$1,320.00		\$-		\$-		\$-	0	\$-
54	Electrical System	1	LS	\$12,650.00	1.00	\$12,650.00		\$-		\$-	1	\$12,650.00
55	Chain Link Fence – Type 1	584	LF	\$22.92	505	\$11,574.60	79	\$1,810.68		\$-	584	\$13,385.28
56	Chain Link Fence – Type 2	20	LF	\$58.70		\$-	20	\$1,174.00		\$-	20	\$1,174.00
57	Chain Link Fence – Type 3	553	LF	\$64.72	130	\$8,413.60	423	\$27,376.56		\$-	553	\$35,790.16
58	Tennis Entry Gate	2	EA	\$850.00	2	\$1,700.00		\$-		\$-	2	\$1,700.00
59	Tennis Double Gate	1	EA	\$1,550.00	1	\$1,550.00		\$-		\$-	1	\$1,550.00
60	8' Double Swing Gate	2	EA	\$1,080.00		\$-	2	\$2,160.00		\$-	2	\$2,160.00
61	Deciduous Tree	23	EA	\$460.00		\$-	23	\$10,580.00		\$-	23	\$10,580.00
62	Evergreen Tree	5	EA	\$370.00		\$-	5	\$1,850.00		\$-	5	\$1,850.00
63	Restoration	1	LS	\$52,000.00	0.85	\$44,200.00		\$-		\$-	0.85	\$44,200.00
64	Fiber Optics Provisions	1	LS	\$5,700.00	1.00	\$5,700.00		\$-		\$-	1	\$5,700.00
	ALTERNATE #2 – LIGHT- TYPE B										0	
A2-1	Light Type B	19	EA	\$2,350.00	16.00	\$37,600.00	3.00	\$7,050.00		\$-	19	\$44,650.00
	Change Order #2	1	LS	\$4,246.26	1.00	\$4,246.26		\$-		\$-	1	\$4,246.26
	Emat	1	LS	\$2,425.00		\$-	1.00	\$2,425.00		\$-	1	\$2,425.00
						\$-		\$-		\$-	0	\$-
	TOTAL					\$1,000,020.97		\$153,228.28		\$-		\$1,153,249.25

STATUS OF COUNCIL DIRECTIVES ISSUED SINCE JULY 1, 1981

Date: November 6, 2019

Date of Directive: 4/17/2018

Item: Review the street assessment policy – Ordinance Chapter 13.5(D) (2).

Responsible Party: Ald. Lendrum

Status: Pending