



**City of Neenah**  
**COMMON COUNCIL AGENDA**  
**Wednesday, January 16, 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).
  - A. Mayor Kaufert's reappointment of Denise Burkett and Lewis Zielsdorf on the Board of Appeals for three year terms to expire January 2022. (Motion to confirm) **(RollCall-Pro)**
  - B. Mayor Kaufert's appointment of Amy Kester to fill the expired term of Curtis Fisher on the Sustainable Neenah Committee for three-year terms to expire December 2021. (Motion to confirm) **(RollCall-Pro)**
  - C. Mayor Kaufert's appointment of Leeann Wasinger to fill the expired term of Steve Gries on the Business Improvement District Board (BID) for a three-year term to expire December 2021. (Motion to confirm) **(RollCall-Pro)**
  - D. Swearing in
- III. Approval of Council Proceedings of December 16, 2018 regular session and Committee of the Whole minutes. (Proceedings and Minutes can be found on the City web site) **(RollCall-Pro)**
- IV. Public Hearing.
  - A. Consider discontinuance of Coral Court.
- V. Plan Commission report pertaining to the public hearing.
  - A. Plan Commission meeting of December 11, 2018: (Ald. Lang) (Minutes can be found on the City web site)
    1. Commission recommends Council approve the proposal to discontinue Coral Court (Resolution 2018-27). **(RollCall-Pro)**
- 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: Elizabeth A. Jenkins and Benjamin Davis Sheets. (PSSC)
  - B. **(RollCall-Pro)**
- IX. Reports of standing committees and consideration thereof.
  - A. Regular Public Services and Safety Committee meeting of January 8, 2019: (Chairman Bates/Vice Chairman Hillstrom) (Minutes can be found on the City web site)

1. Committee recommends Council, at the request of the Neenah Joint School District, introduce Resolution No. 2019-02 vacating a portion of Laudan Boulevard and schedule a public hearing for discussion and consideration of the Resolution no less than 40 days from introduction. **(RollCall-Pro)**
  2. Committee recommends Council direct staff to amend the official traffic maps to reflect angle or perpendicular parking on the west side of Harrison Street abutting Washington Park contingent upon the bid alternate being approved by the Council. **(RollCall-Pro)**
  3. Committee recommends Council approve enabling single family resident properties to acquire an additional refuse cart for a charge of \$185 per year or an additional recycling cart for a charge of \$25 per year. **(RollCall-Pro)**
  4. Committee recommends Council adopt Preliminary Resolution No. 2019-01 for sanitary sewer lateral construction on Caroline Street (Union to Van), Stanley Court, Thomas Court, Stanley Street (Marathon to S. Commercial), Stevens Street (Congress to Doty), 5th Street (Clark to Lincoln) and Courtney Court. **(RollCall-Pro)**
- B. Special Finance and Personnel Committee meeting of January 16, 2019: (Chairman Erickson/Vice Chairman Boyette) (Minutes can be found on the City web site)
1. Consideration of Committee recommendation regarding Resolution No. 2019-04 providing for the Sale of Approximately \$8,825,000 General Obligation Promissory Notes. **(RollCall-Pro)**
- C. Regular Finance and Personnel Committee meeting of January 7, 2019: (Chairman Erickson/Vice Chairman Boyette) (Minutes can be found on the City web site)
1. Committee recommends Council approve the 2019 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing. **(RollCall-Pro)**
  2. Committee recommends Council authorize the Department of Community Development to purchase a 2018 Ford Focus from Bergstrom Automotive in the amount not to exceed \$16,200 from funds included in the 2019 Capital Equipment budget. **(RollCall-Pro)**
  3. Committee recommends Council approve the Larson approve and accept the petition for annexation of .85 acres located at 905 Bayview Road in the Town of Neenah (Ordinance No. 2019-01). (To be acted on following a report from the Plan Commission)
  4. Committee recommends Council approve and accept the Loren's Auto Recycling petition for annexation of 29.94 acres located at 2405 Schultz Drive in the Town of Neenah, including the recommendation that the approximately \$150,000 for sanitary sewer and storm sewer system fees identified in the annexation report be paid for by TIF 9 increment. (Ordinance No. 2019-02). (To be acted on following a report from the Plan Commission)
  5. Committee recommends Council approve the Resolution No. 2019-03 to allow staff to apply for the Wisconsin Assessment Monies (WAM) grant

for completion of a Phase II assessment at 2405 Schultz Drive - Resolution No. 2019-03. **(RollCall-Pro)**

6. Committee recommends Council recommend the Community Development Authority proceed with an acquisition agreement to acquire 150 acres of property from Mr. Steven Heimbruch, Waupaca County, at a cost of \$787,500 for the purpose of developing a City of Neenah wetland mitigation bank, consistent with the points listed under the Proposal subheading above, and that the Common Council be presented with the results of the State of Wisconsin DNR Wetland Bank Prospectus prior to and for the purpose of finalizing the acquisition agreement, and with the purchase to be funded by Storm Water Utility reserves, and to recommend amending and increasing the 2019 Storm Water Capital budget by \$787,500. **(RollCall-Pro)**
7. Committee recommends Council ratify the decision made by Mayor Kaufert to accept the offer of \$223,125 from the Wisconsin Security Insurance Fund's Guaranty Association of Wisconsin, including assignment to rights of Neenah-Menasha Sewerage Commission to future distributions from the Home Insurance Company estate, to resolve the Neenah-Menasha Sewerage Commission claim filed with WISF. **(RollCall-Pro)**

X. Reports of special committees and liaisons and various special projects committees and consideration thereof.

- A. Regular Plan Commission meeting of January 8, 2019: (Council Rep Lang) (Minutes can be found on the City web site)
  1. Committee recommends Council approve Annexation #211 (Ord. No. 2019-01) and the property receive an R-1, Single-Family Residence zoning classification. **(RollCall-Pro)**
  2. Committee recommends Council approve Annexation #212 (Ord. No. 2019-02) and the property also receive a temporary I-1, Planned Business Center District zoning classification. **(RollCall-Pro)**
- B. Neenah-Menasha Fire Rescue Joint Finance & Personnel Committee meeting of January 9, 2019: (Chairman Kunz/Council President Stevenson) (Minutes can be found on the City web site)
  1. Committee recommends the City of Neenah and City of Menasha Common Councils approve filling the vacancy created by a retirement no earlier than February 1, 2019. **(RollCall-Pro)**
  2. Committee recommends the City of Neenah and City of Menasha Common Councils approve the Fire Science Student Placement Agreement with Northeast Technical College. **(RollCall-Pro)**
  3. Committee recommends the City of Neenah and City of Menasha Common Councils approve the Contract extension for Statewide Structural Collapse Team Members with the State of Wisconsin through June 30, 2019. **(RollCall-Pro)**
- C. Board of Public Works meeting of January 8, 2019: (Vice Chairman Hillstrom) (Minutes can be found on the City web site)
  1. Information Only Items:

- a. The Board approved Change Order No. 1 for Washington Park Phase II to R & R Wash Materials in the amount of \$3,322.44.
  - b. The Board approve Pay Request No. 1 for the Towerview Drive Elevated Tank Reconditioning from L.C. United Painting Co., Inc. in the amount of \$222,730.50.
  2. Council Action Items:
    - a. The Board recommends Council approve the Final Payment for Washington Park Phase II to R & R Wash Materials in the amount of \$2,050.41, holding \$2,000 retainage until spring 2019 when site restoration and seeding takes hold. **(RollCall-Pro)**
  - D. Community Development Authority Report
    1. Report from the CDA – Director Haese
  - E. Library Board
    1. Report from the Library Board – Alderman Erickson
  - F. Neenah Arts Council
    1. Report from the Neenah Arts Council – Alderman Erickson
- XI. Presentation of petitions.
- A. Brazil (Nature Trail) Petition of Annexation. (Motion to refer to the Finance & Personnel Committee and Plan Commission) **(RollCall-Pro)**
  - B. 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. Any announcements/questions that may legally come before the Council.
- XV. 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](mailto:attorney@ci.Neenah.wi.us)** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

City of Neenah  
Application For Appointment



Name	Amy Kester	Date	9/28/2018
Address	126 Fifth Street	Employer	Lawrence University
City, ST Zip	Neenah WI 54956	Day Phone	920-832-6816
Eve. Phone	920-277-9669	Fax	
E-mail	wagnerkester@gmail.com		

What appointment are you seeking? You may check more than one box.

- |  |   |
|--|---|
| <input type="checkbox"/> Library Board                   | <input type="checkbox"/> Park and Recreation Commission |
| <input type="checkbox"/> Committee on Aging              | <input type="checkbox"/> Board of Appeals               |
| <input type="checkbox"/> Plan Commission                 | <input type="checkbox"/> Board of Review                |
| <input type="checkbox"/> Police Commission               | <input type="checkbox"/> Emergency Government Committee |
| <input type="checkbox"/> N-M Joint Fire Commission       | <input type="checkbox"/> Loan Assistance Board          |
| <input type="checkbox"/> Landmarks Commission            | <input type="checkbox"/> Board of Harbor Commissioners  |
| <input type="checkbox"/> Business Improvement District   | <input type="checkbox"/> Water Works Commission         |
| <input type="checkbox"/> Board of Health                 | <input type="checkbox"/> N/M Sewerage Commission        |
| <input type="checkbox"/> Community Development Authority | <input type="checkbox"/> Citizen Advisory Committee     |
| <input type="checkbox"/> Other                           | <input type="checkbox"/> Sustainable Neenah Committee   |

Do you currently serve on other boards, commissions, or hold an elected office?  Yes  No Detail Below

Please provide or attach a brief statement outlining your interest and qualifications for this appointment:

See attached.

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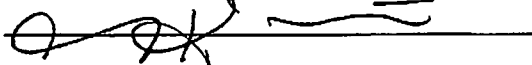
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Please Sign and Date:  9/28/2018

Please return to the Neenah City Clerk's Office

I am a nineteen-year resident of Doty Island in the City of Neenah, and currently work for Lawrence University as the Director of Corporate, Foundation, and Sponsored Research Support. My work at Lawrence focuses on securing grants and gifts to advance the mission of the college and conservatory, and I lead a team of four in our grant-seeking efforts. Last year, I worked with faculty and staff to develop a \$525K, three-year sustainability project for the university, which was funded by the Margaret A. Cargill Foundation. Over the course of my career, I have secured over \$15M in grant awards around the world for a variety of non-profit and government agencies. My educational credentials include a Bachelor of Arts degree from Macalester College in political science and a Master of Public Administration degree from the University of Wisconsin – Oshkosh.

I am interested in serving on the Sustainable Neenah Committee because of my interest in promoting environmental stewardship in the community combined with my background in urban development and planning. I formerly worked in several roles in the Community Development Department at the City of Menasha for over eight years. During my time there, I staffed the Sustainability Committee and facilitated numerous sustainability projects ranging from energy efficiency to multi-modal transportation to recycling education. I also managed the education component of the city's stormwater permit and represented the city on the NEWSC Education Sub-Committee. My job as planner provided me with extensive experience in land use, stormwater, community, and environmental planning and management. I also secured three different grants related to environmental issues on behalf of the city: a \$302K Transportation Enhancements and Bicycle Facilities Program Grant (2010), a \$201K Energy Efficiency Community Development Block Grant (2009), and a \$17K Urban Forestry Grant (2003).

I have particular interests in local foods and food gardening. I completed the U.W. Extension Master Gardener Program in Outagamie County in 2010 and served as a volunteer in various capacities. I also served as a volunteer with the Community Garden Partnership from 2010-2012. More generally, I am a 2015 graduate of the Leadership Fox Cities program through the Fox Cities Chamber of Commerce.

# City of Neenah Application for Appointment



Name	<u>Leeann Wasinger</u>	Date	<u>1-9-2019</u>
Address	<u>447 S. Commercial St</u>	Employer	<u>The Tailored Hide</u>
City, ST Zip	<u>Neenah WI 54956</u>	Day Phone	<u>920 729 6330</u>
Eve. Phone	<u>920 850 5058</u>	Fax	<u>920 751 0573</u>
E-mail	<u>Leeann@tailoredhide.com</u>		

What appointment are you seeking? You may check more than one box.

- |   |   |
|---|---|
| <input type="checkbox"/> Board of Appeals                               | <input type="checkbox"/> N-M Joint Fire Commission    |
| <input type="checkbox"/> Board of Review                                | <input type="checkbox"/> N-M Sewerage Commission      |
| <input checked="" type="checkbox"/> Business Improvement District (BID) | <input type="checkbox"/> Neenah Arts Council          |
| <input type="checkbox"/> Citizen Advisory Committee                     | <input type="checkbox"/> Neenah Harbor Committee      |
| <input type="checkbox"/> Committee of Aging                             | <input type="checkbox"/> Park & Recreation Commission |
| <input type="checkbox"/> Community Development Authority (CDA)          | <input type="checkbox"/> Parking Task Force           |
| <input type="checkbox"/> Fox Cities Transit Commission                  | <input type="checkbox"/> Plan Commission              |
| <input type="checkbox"/> Joint Review Board for TIFs                    | <input type="checkbox"/> Police Commission            |
| <input type="checkbox"/> Landmarks Commission                           | <input type="checkbox"/> Sustainable Neenah Committee |
| <input type="checkbox"/> Library Board                                  | <input type="checkbox"/> Water Works Commission       |
| <input type="checkbox"/> Loan Assistance Board                          | <input type="checkbox"/> Other: <input type="text"/>  |

Do you currently serve on other boards, commissions, or hold an elected office?  Yes  No Detail Below

Please provide or attach a brief statement outlining your interest and qualifications for this appointment:

currently  
Serving on maintenance committee  
own business property & run a business  
within the Bid district  
was a request from Sara Hanneman @  
Future Neenah to jump on board

Please Sign and Date: Leeann M Wasinger 1/9/2019

Please return to the Neenah City Clerk's Office

## Proceedings of the Common Council of the City of Neenah

Wednesday, December 19, 2018 - 7:00 p.m.

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00 p.m., December 19, 2018 in the Council Chambers of Neenah City Hall.

Mayor Kaufert in the chair.

Present: Aldermen Boyette, Bates, Hillstrom, Lendrum, Erickson, Lang, Steele, Kunz & Stevenson, Director of Finance Easker, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, City Attorney Godlewski, City Clerk Sturn and Deputy Clerk Goffard.

Also Present: Police Chief Olson and Dwight Kerr.

Mayor Kaufert called the meeting to order at 7:00 pm.

### Proceedings

- I. **MSCRP Lendrum/Lang to approve the Council Proceedings December 5, 2018 regular session and Committee of the Whole Workshop Sessions of October 30, November 1, 5 & 7, 2018, 2018, 2018, all voting aye.**

### Public Hearing

- I. Consider amending the Official Street Map of the City of Neenah, established in section 26-30 of the municipal Code removing the road between the eastern terminus of Southfield Way and South Commercial Street.
  - A. There being no 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 December 11, 2018:
  - A. The Commission recommends Council adopt Ordinance No. 2018-19 Official Street Map Amendment – Southfield Court. **MS Lang/Erickson.**
    1. Deputy Director Schmidt explained that last June we met with the builders for the preliminary plat for Southfield Division. It was determined that with the street map as it was that the lots on the south side of the street were not very deep for development. A cul-de-sac was approved which would give 5 lots in the subdivision. One of the property owners on South Commercial Street agreed with the cul-de-sac without the street going through which would have run through his property.
    2. Ald. Bates noted very poor drainage in this area and basements flooding.
    3. Dir. Kaiser felt that development in this area will impact the drainage areas. Dealing with high rock in the Ashbrook Place area. When



the new plat is built drainage will go the retention pond on Commerce Court.

4. **Motion carried by a 9-0 RollCall-Pro system vote, all voting aye.**

### Consent Agenda

- I. **MSCRIP Lendrum/Bates to approve the Consent Agenda as follows:**
- A. **Approve Beverage Operator License Applications for: Angelica D. Edler, McKenzie P. Johnson, Nicholas J. Lauer, Amber L. Long, Kendra S. Redlin and Timothy W. Sommer. (PSSC)**
  - B. **Approve the Temporary Class "B" (Picnic) Beer Licenses to Bergstrom-Mahler Museum, 165 N. Park Avenue for the Art After Dark events to be held on 1/17/19, 2/21/19, 3/21/19, 4/18/19, 5/16/19, 6/20/19, 8/15/19, 9/19/19, 10/17/19, 11/21/19 and 12/19/19. (PSSC)**
  - C. **Approve the Secondhand Article Dealer License Renewal for Don Father Games, 675 S. Green Bay Road. (PSSC)**
  - D. **Approve the Secondhand Article Dealer License Renewal for EcoATM, LLC, 1155 W. Winneconne Avenue. (PSSC)**
  - E. **Approve the Secondhand Article Dealer License Renewal for Great Estates, 1554 S. Commercial Street. (PSSC)**
  - F. **Approve the Secondhand Jewelry Dealer License Renewal for J. Anthony Jewelers, 220 S. Commercial Street. (PSSC)**
  - G. **Approve the Change of Agent for Walgreens #10236, d/b/a Walgreens, 1191 Westowne Drive, Stephanie S. Schroeder, agent. (PSSC)**
  - H. **Approve the CSM consolidating the existing lots into one lot and accept the public trail easement within the CSM for the property located along Winneconne Avenue. (PC)**
  - I. **All voting aye.**

### Public Services and Safety Committee

- I. Chairman Bates reported the regular meeting of December 11, 2018:
- A. Committee recommends Council approve purchase of an Accuracy International, .308 Win, bolt action rifle to replace the JP Enterprises rifle for an estimated cost of \$4,000, with funds from the Police Department 2018 Capital Outlay budget and that the department be allowed to keep the JP Enterprises AR-10 rifle. **MSCRIP Bates/Hillstrom, all voting aye.**
  - B. Committee recommends Council authorize the appropriate city officers to sign the Intermunicipal Agreement for the Courtney Court reconstruction project. **MSCRIP Bates/Hillstrom, all voting aye.**
  - C. Committee recommends Council approve a Distribution Easement - Underground for WE Energies work request 4103922. **MSCRIP Bates/Stevenson, all voting aye.**
  - D. Committee recommends Council accept the intersection traffic control plan as presented, instruct staff to implement changes per the plan, and report changes to Council for final approval. **MSCRIP Bates/Lendrum, all voting aye.**

Mayor Kaufert left the meeting at 7:18 p.m. Council President Stevenson took the chair.

### **Finance & Personnel Committee**

I. Chairman Erickson reported the special meeting of December 19, 2018:

Council Stevenson relinquished the chair back to Mayor Kaufert at 7:20 p.m.

- A. Committee recommends Council adopt Resolution No. 2018-28 NM Fire Rescue 2019 Budget Levy Limit Resolution – Levy Limit Carryforward & NM Fire Rescue Exemption. **MSCRP Erickson/Stevenson, all voting aye.**

II. Chairman Erickson reported the regular meeting of December 10, 2018:

- A. Committee recommends Council approve the 2019 Salary Plan as follows: January 1<sup>st</sup> cost of living adjustment of 1% for all non-union employees covered by the salary plan (excludes employees on the step plan); April Exemplary Performance Awards - .5% of pay, not added to base for a small group of employees; July 1<sup>st</sup> merit increase with an average increase of 1.25% (excludes employees on step plan); and October midpoint adjustments with an average increase of 1% for employees below midpoint and not on the step plan. **MSCRP Erickson/Stevenson, all voting aye.**
- B. Committee recommends Council authorize the sale of public land to Wisconsin Electric Power Company for \$1.00 to be used by WE Energies to bury wires west of their proposed new electric substation at 181 N. Western Avenue. **MSCRP Erickson/Lang, all voting aye.**

### **Plan Commission**

I. Council Rep. Lang reported from the Plan Commission meeting of December 11, 2018:

- A. The Commission recommends Council adopt Ordinance No. 2018-18 Annexation #210 – Woodenshoe Road, Town of Vinland. **MSCRP Lang/Kunz, all voting aye.**
- B. Committee recommends council authorize the sale of the City-owned land west of 181 N. Western Avenue as excess public property. **MSCRP Lang/Erickson, all voting aye.**

### **Board of Public Works**

I. Vice Chairman Hillstrom reported the meeting of December 11, 2018:

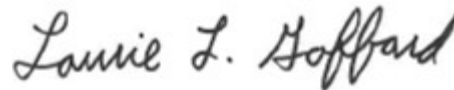
- A. Council Action Items:
  - 1. The Board recommends Council approve the Final Payment for Contract 7-18 HMA Pavement Repair to Northeast Asphalt Inc., W6380 Design Drive, Greenville, WI 54942 for \$100,798.75. **MSCRP Hillstrom/Bates, all voting aye.**

**Petitions**

- I. Deputy Clerk Goffard stated that a Petition for Annexation was filed for Richard and Sue Larson which was received in the Clerk's office on December 19, 2018.
  - A. **MSCRP Stevenson/Boyette to refer the petition to Finance & Personnel and Plan Commission, all voting aye.**
  
- II. Deputy Clerk Goffard stated that a Petition for Annexation was filed for Loren's Salvage Yard which was presented by Dir. Haese before the meeting on December 19, 2018.
  - A. **MSCRP Stevenson/Bates to refer the petition to Finance & Personnel and Plan Commission, all voting aye.**

**Adjournment**

- I. **MSC Stevenson/Boyette to adjourn at 8:08 p.m., all voting aye.**



Laurie L. Goffard  
Deputy Clerk

## COMMON COUNCIL MINUTES

Wednesday, December 19, 2018 - 7:00 p.m.

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00 p.m., December 19, 2018 in the Council Chambers of Neenah City Hall.

Mayor Kaufert in the chair.

Present: Aldermen Boyette, Bates, Hillstrom, Lendrum, Erickson, Lang, Steele, Kunz & Stevenson, Director of Finance Easker, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, City Attorney Godlewski, City Clerk Sturn and Deputy Clerk Goffard.

Also Present: Police Chief Olson and Dwight Kerr.

Mayor Kaufert called the meeting to order at 7:00 pm.

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

### Proceedings

- I. **MSCRP Lendrum/Lang to approve the Council Proceedings December 5, 2018 regular session and Committee of the Whole Workshop Sessions of October 30, November 1, 5 & 7, 2018, 2018, 2018, all voting aye.**

### Public Hearing

- I. Consider amending the Official Street Map of the City of Neenah, established in section 26-30 of the municipal Code removing the road between the eastern terminus of Southfield Way and South Commercial Street.
  - A. There being no 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 December 11, 2018:
  - A. The Commission recommends Council adopt Ordinance No. 2018-19 Official Street Map Amendment – Southfield Court. **MS Lang/Erickson.**
    1. Deputy Director Schmidt explained that last June we met with the builders for the preliminary plat for Southfield Division. It was determined that with the street map as it was that the lots on the south side of the street were not very deep for development. A cul-de-sac was approved which would give 5 lots in the subdivision. One of the property owners on South Commercial Street agreed with the cul-de-sac without the street going through which would have run through his property.

2. Ald. Bates noted very poor drainage in this area and basements flooding.
3. Dir. Kaiser felt that development in this area will impact the drainage areas. Dealing with high rock in the Ashbrook Place area. When the new plat is built drainage will go the retention pond on Commerce Court.
4. **Motion carried by a 9-0 RollCall-Pro system vote, all voting aye.**

### **Public Forum**

- I. Dwight Kerr, 434 High Street questioned these issues at the Parks and Recreation Commission. In the area of the Loop the Lake he stated there are issues with dog waste not being cleaned up near his home. Photos posted on his Facebook page. Kathy Stahl on this website her son or grandson is an Eagle Scout and a fishing line receptacle was added on the trail. This is being use for dog waste. Wants something done with this issue.
- II. There being no further appearances, Mayor Kaufert declared the public forum closed at 7:12 p.m.

### **Mayor/Council Consideration of Public Forum Issues**

- I. Mayor Kaufert stated he has spoken with Dir. Kading on trying to add more dog waste receptacles. More issues with Public Works having to maintain that area.
  - A. Ald. Bates asked if fees for this service could be added to the dog license fee.

### **Consent Agenda**

- I. **MSCRIP Lendrum/Bates to approve the Consent Agenda as follows:**
  - A. **Approve Beverage Operator License Applications for: Angelica D. Edler, McKenzie P. Johnson, Nicholas J. Lauer, Amber L. Long, Kendra S. Redlin and Timothy W. Sommer. (PSSC)**
  - B. **Approve the Temporary Class "B" (Picnic) Beer Licenses to Bergstrom-Mahler Museum, 165 N. Park Avenue for the Art After Dark events to be held on 1/17/19, 2/21/19, 3/21/19, 4/18/19, 5/16/19, 6/20/19, 8/15/19, 9/19/19, 10/17/19, 11/21/19 and 12/19/19. (PSSC)**
  - C. **Approve the Secondhand Article Dealer License Renewal for Don Father Games, 675 S. Green Bay Road. (PSSC)**
  - D. **Approve the Secondhand Article Dealer License Renewal for EcoATM, LLC, 1155 W. Winneconne Avenue. (PSSC)**
  - E. **Approve the Secondhand Article Dealer License Renewal for Great Estates, 1554 S. Commercial Street. (PSSC)**
  - F. **Approve the Secondhand Jewelry Dealer License Renewal for J. Anthony Jewelers, 220 S. Commercial Street. (PSSC)**
  - G. **Approve the Change of Agent for Walgreens #10236, d/b/a Walgreens, 1191 Westowne Drive, Stephanie S. Schroeder, agent. (PSSC)**

- H. **Approve the CSM consolidating the existing lots into one lot and accept the public trail easement within the CSM for the property located along Winneconne Avenue. (PC)**
- I. **All voting aye.**

### **Public Services and Safety Committee**

- I. Chairman Bates reported the regular meeting of December 11, 2018:
  - A. Committee recommends Council approve purchase of an Accuracy International, .308 Win, bolt action rifle to replace the JP Enterprises rifle for an estimated cost of \$4,000, with funds from the Police Department 2018 Capital Outlay budget and that the department be allowed to keep the JP Enterprises AR-10 rifle. **MS Bates/Hillstrom.**
    - 1. Ald. Boyette asked Chief Olson why a new sniper rifle is needed.
    - 2. Chief Olson stated that the sniper rifle needs more accuracy. The current rifle will still be used for a patrol rifle and was purchased 5-6 years ago.
    - 3. Ald. Bates discussed going back to the company on this issue which is not possible.
    - 4. **Motion carried by a 9-0 RollCall-Pro system vote, all voting aye.**
  - B. Committee recommends Council authorize the appropriate city officers to sign the Intermunicipal Agreement for the Courtney Court reconstruction project. **MS Bates/Hillstrom.**
    - 1. Ald. Kunz stated that this is a Town of Neenah road and the City of Neenah is paying for this work to be improved due to failure. Sanitary sewer is being paid for by the Town of Neenah, the residents will pay a flat fee to the water utility.
    - 2. Dir. Kaiser stated that they will extend this area to Green Bay Road only to existing city properties. No group meter covering the Town of Neenah.
    - 3. Mayor Kaufert stated that if Town of Neenah residents wanted to hook up the City of Neenah water it may be more cost effective at this time.
    - 4. **Motion carried by a 9-0 RollCall-Pro system vote, all voting aye.**
  - C. Committee recommends Council approve a Distribution Easement - Underground for WE Energies work request 4103922. **MSCRP Bates/Stevenson, all voting aye.**
  - D. Committee recommends Council accept the intersection traffic control plan as presented, instruct staff to implement changes per the plan, and report changes to Council for final approval. **MS Bates/Lendrum.**
    - 1. Ald. Kunz stated that these type of changes should be more consistent. Concerns with policies and ordinances being updated.
    - 2. Ald. Bates stated that there are built-in exceptions with angles of sight and make sure areas by parks and schools are safer. More instructions could be added to the Mayor's newsletter.
    - 3. Dir. Kaiser stated that Eng. Mertens did a study which warranted intersection control.

4. **Motion carried by an 8-1 RollCall-Pro system vote, all voting aye.**

Mayor Kaufert left the meeting at 7:18 p.m. Council President Stevenson took the chair.

### **Finance & Personnel Committee**

- I. Chairman Erickson reported the special meeting of December 19, 2018:

Council Stevenson relinquished the chair back to Mayor Kaufert at 7:20 p.m.

- A. Committee recommends Council adopt Resolution No. 2018-28 NM Fire Rescue 2019 Budget Levy Limit Resolution – Levy Limit Carryforward & NM Fire Rescue Exemption. **MS Erickson/Stevenson.**
  1. Dir. Easker stated that this is some wrap-up that needed to be done with resolutions being passed when the city would choose to use the levy limit exemption for joint fire rescue departments that was inadvertently not included as part of the November 13, 2018 meeting.
  2. **Motion carried by a 9-0 RollCall-Pro system vote, all voting aye.**

- II. Chairman Erickson reported the regular meeting of December 10, 2018:

- A. Committee recommends Council approve the 2019 Salary Plan as follows: January 1<sup>st</sup> cost of living adjustment of 1% for all non-union employees covered by the salary plan (excludes employees on the step plan); April Exemplary Performance Awards - .5% of pay, not added to base for a small group of employees; July 1<sup>st</sup> merit increase with an average increase of 1.25% (excludes employees on step plan); and October midpoint adjustments with an average increase of 1% for employees below midpoint and not on the step plan. **MSCR Erickson/Stevenson, all voting aye.**
- B. Committee recommends Council authorize the sale of public land to Wisconsin Electric Power Company for \$1.00 to be used by WE Energies to bury wires west of their proposed new electric substation at 181 N. Western Avenue. **MSCR Erickson/Lang, all voting aye.**
- C. Committee recommends Council approve and accept the petition for annexation of 7.5 acres located along Woodenshoe Road in the Town of Vinland. (To be considered following a report from the Plan Commission).

### **Plan Commission**

- I. Council Rep. Lang reported from the Plan Commission meeting of December 11, 2018:
  - A. The Commission recommends Council adopt Ordinance No. 2018-18 Annexation #210 – Woodenshoe Road, Town of Vinland. **MS Lang/Kunz.**
    1. Mayor Kaufert mentioned that there are approximately 20 buildable lots left in the City of Neenah and looking forward to more development in the City.

2. **Motion carried by a 9-0 RollCall-Pro system vote, all voting aye.**
- B. Committee recommends council authorize the sale of the City-owned land west of 181 N. Western Avenue as excess public property. **MS Lang/Erickson.**
  1. Ald. Bates discussed this transaction as excess public property.
  2. City Attorney Godlewski confirmed that the sale is authorized and that this is excess land.
  3. **Motion carried by a 9-0 RollCall-Pro system vote, all voting aye.**

### **Board of Public Works**

- I. Vice Chairman Hillstrom reported the meeting of December 11, 2018:
  - A. Information Only Items:
    1. The Board approved Pay Estimate #2 for Contract 5-18 Concrete Pavement and Sidewalk Repair to Fischer Ulman Construction, 915 S. Midpark Drive, Appleton, WI 54915-3669 for \$81,035.80.
  - B. Council Action Items:
    1. The Board recommends Council approve the Final Payment for Contract 7-18 HMA Pavement Repair to Northeast Asphalt Inc., W6380 Design Drive, Greenville, WI 54942 for \$100,798.75. **MS Hillstrom/Bates.**
      - a) Ald. Kunz asked what this final payment is for.
      - b) Dir. Kaiser stated that this work was for patching more sizeable pieces of asphalt. Repairing utility work patches and storm sewer work. The contractors are responsible for payment of the final road repair.
      - c) **Motion carried by a 9-0 RollCall-Pro system vote, all voting aye.**

### **Community Development Authority**

- I. Dir. Haese reported from the Community Development Authority:
  - A. The CDA closed on the Neenah Foundry site, Phase 1 work is completed and working on Phase 2. Three of the four corners bordered underground storage tanks.
  - B. The CDA has completed Phase 1 of development at Loren's Salvage Yard.
    1. Ald. Kunz asked when Phase 2 results would be received.
    2. Dir. Haese estimated this should be another 1 to 2 weeks.
    3. Ald. Erickson wanted to let everyone know that there may be many bones of animals buried in this area from the Voight family.

### **Library Board**

- I. Ald. Erickson reported from the Library Board:
  - A. The Board reported that the Neenah Public Library is the 7<sup>th</sup> highest rating library in Wisconsin. We have the 18<sup>th</sup> largest service population.



- B. The Board stated that two light therapy lamps were purchased for use at the library for Seasonal Affective Disorder.

### **Neenah Arts Council**

- I. Ald. Erickson reported from the Neenah Arts Council:
  - A. The Council reported on the December 8, 2018 Celebrate the Season event. She thanked the Mayor for sponsoring the horse drawn wagon rides.

### **Petitions**

- I. Deputy Clerk Goffard stated that a Petition for Annexation was filed for Richard and Sue Larson which was received in the Clerk's office on December 19, 2018.
  - A. **MSCRIP Stevenson/Boyette to refer the petition to Finance & Personnel and Plan Commission, all voting aye.**
- II. Deputy Clerk Goffard stated that a Petition for Annexation was filed for Loren's Salvage Yard which was presented by Dir. Haese before the meeting on December 19, 2018.
  - A. **MSCRIP Stevenson/Bates to refer the petition to Finance & Personnel and Plan Commission, all voting aye.**

### **Unfinished Business**

- I. Ald. Stevenson thanked Bruce Levenhagen for sponsoring the Christmas Santa float through the Neenah-Menasha Fire Rescue.
  - A. Mayor Kaufert stated that there is a lot of positive feedback on the Santa float.

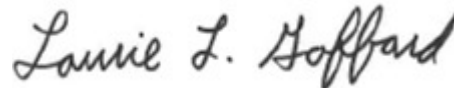
### **New Business**

- I. Mayor Kaufert advised that Committee meetings the week of December 24<sup>th</sup> will be cancelled due to Christmas. The Council discussed cancelling the January 2, 2019 Council meeting. If something were to come up then a meeting would be scheduled.
- II. Mayor Kaufert's appointment to fill the expired term of Denise Burkett and Lewis Zielsdorf on the Board of Appeals – terms expires January 2022 will be considered at the January 16, 2019 Council meeting.
- III. Mayor Kaufert wanted residents to check out the City of Neenah sign coming Interstate 41 north by the Breezewood/Bell exit. He thanked Dir. Haese for negotiating the cost of this sign for \$25,000 vs. the \$100,000 that was budgeted.
- IV. Mayor Kaufert thanked Future Neenah for hosting the Very Merry Christmas event on December 7, 2018. Turnout was not as high due to the colder weather.

- V. Mayor Kaufert stated that the property tax bills have been mailed out and can be paid at City Hall or Associated Bank. Pet licenses and recreational fire permits are also up for renewal.
- VI. Mayor Kaufert stated that candidates who wish to run for Alderman are due on January 2, 2019. The poll worker luncheon was held on December 18<sup>th</sup>. Thanked the poll workers and clerk's office for everything they do.
- VII. Mayor Kaufert stated that 2018 has been a great year for moving Neenah forward. Kimberly-Clark on County Road II will be staying open but the Non-Woven Facility on Henry Street will be closing in 2019.
- VIII. City Attorney Godlewski stated he will be out of the office approximately two weeks beginning December 28<sup>th</sup> for surgery. Assistant City Attorney Vanden Heuvel will be available.

**Adjournment**

- I. **MSC Stevenson/Boyette to adjourn at 8:08 p.m., all voting aye.**



Laurie L. Goffard  
Deputy Clerk

**Committee of the Whole Minutes**  
Wednesday, December 19, 2018 - 6:00 p.m.  
Council Chambers

**Purpose:** ADA Facilities Presentation by MSA and Transition Plan Discussion.

**Present:** Aldermen Boyette, Bates, Hillstrom, Lendrum, Erickson, Lang, Steele, Kunz and Stevenson. Mayor Kaufert was absent.

**Also Present:** City Attorney Godlewski, Deputy Clerk Goffard, City Clerk Sturn, Director of Finance Easker, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, Police Chief Olson and Dwight Kerr (6:15 p.m.).

Council President Stevenson called the meeting to order at 6:00 p.m.

**ADA Facilities Presentation by MDA**

Council President Stevenson turned the meeting over to City Attorney Godlewski. City Attorney Godlewski introduced Dan Schmitt with MSA. Dan gave a short presentation on ADA Audit facilities and what the future needs will be. There were many site visits throughout the City of Neenah. The Audit Summary shows deficiencies. Ald. Boyette asked what the timing would be on having to be in compliance. Dan stated it would be based on complaints when received. Liberty Heights Park is currently a work in progress. Title II is specifically for public access which are shown in the white areas on the map. ADA does not require compliance is overly burdensome for the City. Simple repairs would qualify as compliance.

Compliance Phasing / Prioritization

- Maintenance (Routine or budgeted)
- Areas that are not able to be ADA compliant due to terrain are acceptable
- Capital improvements
- Program / policy accommodations
- Primary focus on Community Parks and programmed facilities
- Reviewed several examples throughout the City
- Routine and budgeted maintenance and recommended solution
- Reviewed work in process at some of the parks

**Transition Plan Discussion (6:30 p.m.)**

Dan reviewed the chart to track deficiencies as follows:

- Deficiencies identified
- Suggested remedy and schedule for completion
- Maintenance items such as replacing signs at 60" minimum
- Do video or audio tours for ADA compliance due to ADA inaccessibility
- Policy modifications as needed
- Complaints to be submitted to ADA coordinator (City Attorney Godlewski)
- More likely to get requests related to voting and recreational programs
- Target year

- Estimated cost
- Year completed

Alderman Bates inquired as to the cost of ADA compliance including the improvements at Washington Park. Dan stated that at this time the total improvements are estimated at \$3 million dollars. This amount includes the Washington Park improvements of \$2 million dollars. Ald. Stevenson asked who would follow-up on compliance. City Attorney Godlewski stated they could file a complaint with the Department of Justice. Issues with playground equipment at Southview Park have already been taken care of. If there are repairs that can be made vs. replacement that is in compliance. Pavement is tough to maintain with Wisconsin weather conditions.


Dan reviewed the Transition Plan Implementation. The final transition plan will include a rough number of costs. ADA requires all audit documents be retained for at least 3 years. It is up to the City on when to do a future audit on locations for ADA compliance.

Ald. Stevenson stated that Council should revisit the ADA Transition Plan on a yearly basis.

**MSC Hillstrom/Bates to refer the ADA Transition Plan to the Public Services and Safety Committee for the appropriate annual review, all voting aye.**

**Adjournment**

**MSC Boyette/Bates to adjourn at 6:44 p.m., all voting aye.**



Laurie L. Goffard, Deputy Clerk

## **CITY OF NEENAH PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN** that on the 19th day of December, 2018, the Common Council of the City of Neenah will hold a public hearing and take action on a resolution to vacate Coral Court, in the City of Neenah, Winnebago County, Wisconsin, described as follows:

All of Coral Court, as originally platted on Coral Subdivision, lying between Lots 1 through 10, Coral Subdivision, and lying west of the west 60 feet of the East 110 feet of Lot 2, Block 14 of Palmers Map, all being located in the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , all located in Section 38, T20N, R17E, City of Neenah, Winnebago County, containing 35,663 Square Feet (0.8187 acres) of land more or less, subject to all easements and restrictions of record.

Meeting Date:

- Common Council formal public hearing - **Wednesday, January 16<sup>th</sup>, 2018 at 7:00 p.m.** in the Council Chambers.

Dated this 11th day of December, 2018 at Neenah, Wisconsin.

Patricia Sturn  
City Clerk  
Neenah, Wisconsin

Publish: **December 26<sup>th</sup>, 2018, January 2<sup>nd</sup> and January 8<sup>th</sup>, 2019.**

**MINUTES OF THE NEENAH PLAN COMMISSION**  
**Tuesday, December 11, 2018**  
**4:15 p.m.**

**Present:**

Mayor Dean Kaufert, Chairman	PRESENT	Gerry Kaiser, Director of Public Works	PRESENT	Nick Piergrossi, Vice Chairman	ABSENT
Kate Hancock-Cooke	ABSENT	Ald. Christopher Kunz	PRESENT	Karen Genett	PRESENT
Gerry Andrews	PRESENT	Ald. Jane Lang	PRESENT		

**Also present:**

Brad Schmidt – Deputy Director of Community Development	Samantha Jefferson, Office Manager Community Development	
Ald. Cari Lendrum	Rich Van Sistine, Integrity Construction	

Mayor Kaufert called the meeting to order at 4:17 p.m.

**Minutes:**

**MSC Kunz/Andrews to approve the November 13, 2018 meeting minutes. All Aye. Motion passed.**

**Public Appearances:** None.

**Public Hearings:**

**1. Official Street Map Amendment – Southfield Court**

No comments. Mayor Kaufert closed the public hearing.

**Action Items:**

**Official Street Map Amendment – Southfield Court**

The City's Official Street Map identifies a future planned east/west street between Bruce Street and S. Commercial Street. The Plan Commission reviewed and approved a preliminary plat for the 1<sup>st</sup> addition to Southfield Plat in the summer of 2018 which included a cul-de-sac road off of Bruce Street. Approval of the preliminary plat was conditioned to the amendment of the City's Official Street Map to remove the mapped street.

The width of the right-of-way would make it nearly impossible to get any lot depth on parcels south of the mapped road. Also, there are two properties along S. Commercial Street that would have to allow the extension of the road through their properties to S. Commercial Street. While cul-de-sacs are not ideal, in this situation, it is the only alternative that allows for the development of the vacant land.

**MSC Andrews/Lang, Plan Commission recommends Council approve Ordinance 2018-19 amending the Official Street Map by removing a 60-foot street reservation within the 1<sup>st</sup> addition to Southfield Plat subdivision.**

**All Aye.**

**2. Annexation – Woodenshoe Road – Town of Vinland (#210 – Ord. No. 2018-18)**

Rich Van Sistine (Integrity Construction, LLC), has submitted a petition for direct annexation to the City of Neenah for property located along Woodenshoe Road in the Town of Vinland. The annexation area is approximately 7.87 acres and includes a portion of the Woodenshoe Road right-of-way and a 7.5 acre parcel. The parcel is currently undeveloped and used for agriculture purposes. The intent of the annexation is to develop the property as a single-family residential subdivision with City water and sewer services. Upon annexation, the property will be zoned R-1, Single-Family Residence District.

The annexation request conforms to State standards for annexation as it relates to contiguity and homogeneity. The Wisconsin Department of Administration has reviewed the annexation petition and has found that it is within the public interest. The proposed use is consistent with the City's Comprehensive Plan.

Deputy Director Schmidt also indicated that this was the first annexation between the City of Neenah and Town of Vinland. The City requested a meeting with the administration of the Town of Vinland. The City made it clear that they plan no aggressive maneuvers to try to acquire Town land. Mayor Kaufert described that the meeting went well and that it seemed both parties left at ease.

Member Kunz questioned which school district this might tie to. The area is completely within the Neenah School District.

Ord. No. 2018-19

Ord. No. 2018-18

**MSC Kaiser/Genett, Plan Commission recommends Council approve Annexation #210 (Ordinance #2018-18) and the property also receive an R-1, Single-Family Residence District zoning classification.**

**All Aye.**

**3. Conceptual Plat Map – Integrity Estates**

Integrity Construction, LLC has submitted a conceptual plan for the land they will be annexing off of Woodenshoe Road (mentioned above). The subject parcel is 7.5 acres in size and is currently vacant, undeveloped land. A recent wetland delineation revealed a small wetland on the northeast portion of the site. A navigable stream is located on the southern portion of the property as well.

The conceptual plat includes 12 single-family residential parcels. In addition, a street would extend from Woodenshoe Road west and terminate along the west edge of the plat. At some point in the future, that road would be continued west.

The following issues will be resolved as part of the preliminary plat review:

- 1) Location of the stormwater facility.
- 2) Lot depth-to-width ratio cannot exceed 2:1. The parcels on the south end of the plan exceed the 2:1 ratio.
- 3) The shoreyard setback is 50 feet, not 75 feet.
- 4) Adequate temporary vehicle turnaround on the west end of proposed street.

As part this discussion, Member Kunz pointed out the discrepancy between lot sizes in the eastern part of the City as opposed to the western part of the City. Deputy Director Schmidt explained that staff works with developers to make sure that lots are sized in a way that makes them desirable yet also efficient for City purposes.

Member Genett also asked that the street name be carefully reviewed so it not be similar to any other street name in the City.

**MSC Lang/Kaiser, Plan Commission approves the proposed conceptual plat map.**

**All Aye.**

**Street Discontinuance – Coral Court (Res. No. 2018-27)**

Versatile Housing, LLC, is requesting a discontinuance of Coral Court, a publically dedicated right-of-way, but unimproved street north of Winneconne Avenue between Loraine Avenue and Reddin Avenue.

Coral Court was dedicated as a public right-of-way in 1969 as part of a 10 lot subdivision that never developed. The land is currently vacant and the street was never constructed. The current property owner is proposing to develop the land and consolidate the lots and right-of-way into a single parcel. In order to accommodate this request, the City must discontinue (vacant) the underlying Coral Court right-of-way. The discontinuance of Coral Court will not negatively impact the public. In fact, all properties that are adjacent to the Coral Court right-of-way are owned by the developer and none of the properties are developed.

**MSC Lang/Kaiser, Plan Commission recommends the Common Council approve the proposal to discontinue Coral Court (Resolution 2018-27).**

**All aye.**

**5. Certified Survey Map – Lot Consolidation – Coral Court**

The submitted CSM proposes to consolidate an existing platted subdivision which includes 10 undeveloped parcels and 3 additional parcels adjacent to the subdivision. The purpose of the CSM is to create one developable parcel for a new apartment development (Cobblestone Creek Apartments). Zoning of the new parcel will be M-2, Multi-Family Residence District and the proposed parcel meets the minimum parcel size for this zoning district. Through separate action, the Coral Court right-of-way, which was dedicated to the public, but never improved, will be discontinued (vacated). Finally, the proposed CSM will include a public easement parallel to the Slough for a future public trail. The width of the easement will be 20 feet and extend the full length of the parcel. Further details and location of the easement will be finalized prior to final approval of the CSM.

The City's Subdivision Ordinance allows for lot consolidations to be reviewed and approved by the Community Development Department. However, all public easement and dedications must be reviewed and approved by Common Council.

Res. No. 2018-27

CA

**MSC Kaiser/Kunz, Plan Commission recommends the Common Council approve the CSM consolidating the existing lots into one lot and accept the public trail easement within the CSM for the property located along Winneconne Avenue.**

**All aye.**

**Excess Public Land – Western Avenue**

WE Energies is constructing a new electric substation located at 181 N. Western Avenue. The reconstruction of the substation required the Company to purchase additional land east of their current facility from Eggers Industries and a small portion of City-owned land west of the facility. Common Council approved the sale of the City-owned property in late 2017.

Due to the location of overhead powerlines, WE Energies needed to bury wires west of their property on City-owned land. In order to avoid confusion in the future about ownership of the subject land, the City is proposing to transfer ownership to WE Energies.

Report

The City nor the Neenah Water Utility has any immediate or future need for the subject land. There are no plans to extend Western Avenue north and the land has no viable development opportunity. Land north of the subject property is owned by Eggers Industries while land west is owned by the City. The City of Neenah/Village of Fox Crossing municipal boundary is north and west of the subject land.

WE Energies has paid for the all of the project costs for this endeavor. The City will transfer the land to them for \$1.

**MSC Kaiser/Kunz, Plan Commission declares the City-owned land west of 181 N. Western Avenue as excess public property and recommends the Common Council authorize the sale of the property.**

**All aye.**

**Announcements and future agenda items:**

Deputy Director Schmidt indicated two future agenda items:

1. Annexation of land north of Lone Oak.
2. Annexation of a parcel on Bayview south of Sunshine Lane.

The next meeting is scheduled for January 8<sup>th</sup>, 2019.

**Adjournment: The Commission adjourned its meeting at 5:00 P.M. MSC Lang/Genett. All Aye.**

Respectfully Submitted,



Samantha Jefferson  
Office Manager, Community Development





**RESOLUTION NO 2018-27**

**A RESOLUTION VACATING CORAL COURT PURSUANT TO SECTION 66.1003 (4) WIS. STATS.**

WHEREAS, the City of Neenah finds it in the public interest to vacate Coral Court, described as follows:

All of Coral Court, as originally platted on Coral Subdivision, lying between Lots 1 through 10, Coral Subdivision, and lying west of the west 60 feet of the East 110 feet of Lot 2, Block 14 of Palmers Map, all being located in the Southeast ¼ of the Northwest ¼ and the Northeast ¼ of the Southwest ¼, all located in Section 38, T20N, R17E, City of Neenah, Winnebago County, containing 35,663 Square Feet (0.8187 acres) of land more or less, subject to all easements and restrictions of record.

NOW, THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF NEENAH, WISCONSIN this 19th day of December, 2018, that the above-described portion of the public alley located between Wisconsin Avenue and Doty Avenue is hereby vacated.

Recommended by:

CITY OF NEENAH, WISCONSIN

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

\_\_\_\_\_  
Dean R. Kaufert, Mayor

Passed: \_\_\_\_\_

\_\_\_\_\_  
Patricia A. Sturn, City Clerk

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

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

**Also Present:** Mayor Kaufert, Director of Public Works Kaiser, Director of Community Development/Assessment Haese, Traffic Engineer Merten, Kevin Ruhland, Brian Huigbregtse, Chad Wagner

**Minutes:** Chairman Bates requested a change in the minutes regarding the Extension of Premise discussion to change the sentence “She noted concerns with the proposed ordinance but expressed a desire to develop something that can work” to read “She noted concerns with the proposed ordinance but is willing to work on it”. Following discussion, **Motion/Second/Carried Hillstrom/Lendrum to approve the minutes of the December 11, 2018, Regular Meeting as amended.** All voting aye.

**Public Appearances:** None.

**Downtown Traffic Study Presentation by MSA Professional Services:** Engineering staff from MSA Professional Services reviewed the Downtown Traffic Study. Kevin Ruhland introduced the study and outlined the study objectives. Chad Wagner reviewed the data collection aspects of the study for traffic volume information and roadway geometry. Brian Huigbregtse reviewed the use of the data for operational analyses, including modelling the current conditions, modelling the Commercial Street corridor with timing adjustments, and modelling 2038 projected conditions. He described traffic issues that were observed at the intersections of Main Street/Green Bay Road, Commercial Street/Winneconne Avenue, Commercial Street/Wisconsin Avenue, and Wisconsin Avenue/Church Street. He reviewed modifications to the Church Street Ramp that were considered to provide a second access point to the ramp. He reviewed the traffic signal warrants analyses performed at the Main Street/Torrey Street and Main Street/Doty Avenue intersections. He noted that neither intersection currently meets warrants but that the Main/Torrey intersection is fairly close to meeting the 4-Hour warrant. Kevin Ruhland concluded the presentation by reviewing some recommendations for future analysis.

Committee raised several questions about the study and downtown traffic observations. The consultants noted several options to address concerns with vehicle/pedestrian conflicts related to right turn to on red movements at signalized intersections including leading pedestrian walk signal timing, turn restrictions and bump-outs.

Committee discussed pedestrian crossing concerns that have been raised at the Church Street/Doty Avenue intersection. The consultants reviewed their analysis of All-Way Stop warrants at that intersection including traffic volume and crash history. They noted that the warrants are not satisfied. The consultants noted that pedestrian crossing beacons would not typically be used for this type of location but that bump-outs could help. They noted the possibility of using traffic cones to trial potential bump-out locations. Committee and the consultants discussed the possible use of enhanced pavement markings at these crosswalks. The consultants also noted the use of raised crosswalks at these types of locations and the impact of the bus stop on intersection visibility.

**Public Services and Safety Committee Meeting**  
**January 8, 2019**  
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The consultants discussed aspects of the study results that they hadn't expected. They reviewed the traffic crash data at the Commercial Street/Columbian Avenue intersection and noted the number of right-angle crashes. They indicated that this was a high volume of crashes for a lower volume signalized intersection. They also discussed their observations of queuing for eastbound left-turn traffic at Wisconsin Avenue/Church Street during the AM peak.

Mayor Kaufert raised the potential for angle parking on Main Street between Torrey and Doty to promote traffic calming. The consultants noted that this could be incorporated in an Intersection Control Evaluation of the Main Street/Torrey Street intersection. Director Haese informed the Committee that funds were budgeted for the next phase of the traffic analysis. Alderman Stevenson clarified that staff will develop a request for proposals for the next phase of the work and provide it to Committee.

Proposed Laudan Boulevard Vacation: Director Haese informed the Committee of the Neenah Joint School District (NJSD) request to vacate Laudan Boulevard between Elm Street and Reed Street to accommodate the proposed construction of a new middle school, which is part of an April school referendum. He noted that City staff had requested that NJSD create a road between Elm Street and Reed Street at the south side of their site as part of the site planning in order to accommodate traffic circulation around the school. This road would be an extension of Burr Avenue. He noted that water main is located along the north side of the Laudan Boulevard right-of-way in this block. The Neenah Water Utility has been evaluating options if this main needs to be abandoned.

Director Haese reviewed the public interest street vacation process. He stated that introduction of the resolution, as requested, is the first step and doesn't commit the Council to other action. He noted that the intent of the process for this vacation is to incorporate provisions should the school referendum fail or if there is a determination by NJSD to not move forward with the project.

Committee discussed the design of and cost related to the Burr Avenue extension and water main re-routing. Director Haese stated that a cost-share agreement would need to be developed between the City and NJSD regarding infrastructure costs. He indicated that it would be desirable to have an agreement in place before final Council action on the street vacation.

Mayor Kaufert described the coordination between Council action on the street vacation resolution and NJSD preparation of educational materials on the referendum. He mentioned to the Committee that he has been considering sending a postcard to residents in that area informing them of the NJSD request. Committee expressed a concern with Council action to introduce the street vacation resolution being perceived as an endorsement of the referendum. Director Haese expressed concern that resident notification could lead to many questions to the Council from residents without any answers.

**Public Services and Safety Committee Meeting  
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Director Haese described the two methods for street vacation – by petition or as a public interest vacation. He noted that the petition method would take much more effort by NJSD. He noted the role of a public interest vacation. He related that legal staff cautioned him that Council discussion should focus on the motion to introduce the resolution and not on the merits of a street vacation or school site plans. Mayor Kaufert stated that he is supportive of the street vacation. Chairman Bates requested that City Attorney Godlewski explain at the Council meeting the purpose of the resolution introduction step as it relates to the overall street vacation process. Mayor Kaufert related that City Attorney Godlewski has informed him that Resolution 2019-02 could be modified based on Council and public hearing input. Chairman Bates indicated that she would like to know the cost impacts of public infrastructure adjustments. Director Haese confirmed that a future school project on this site would entail a special use permit, which requires Council approval.

REPORT

Following discussion, **Motion/Second/Carried Stevenson/Hillstrom to recommend Council, at the request of the Neenah Joint School District, introduce Resolution No. 2019-02 vacating a portion of Laudan Boulevard and schedule a public hearing for discussion and consideration of the Resolution no less than 40 days from introduction.** All voting aye.

Harrison Street Angle Parking at Washington Park: Traffic Engineer Merten informed the Committee of the proposed placement of angle parking along the west side of Harrison Street abutting Washington Park. He stated that construction of the angle parking area is being bid as an alternate on the upcoming Washington Park project bidding. He stated that angle parking in this area was included in the 2015 master plan for the park and was included in the estimate of probable cost for the project.

Traffic Engineer Merten reviewed the angle parking design. He noted that there are currently 11 parallel parking spaces on the street. The proposed design would provide 12 standard spaces and 2 handicapped accessible spaces. He noted several alternate parking designs that had been provided to the project consultant including reverse angle parking and perpendicular parking. He noted that the consultant had selected conventional angle parking as their preferred option. He noted several advantages provided by perpendicular parking. Director Kaiser stated that past practice had been to receive Council approval for the establishment of any parking angle other than parallel. Mayor Kaufert stated a preference to hold action on the request until the next capital improvement program is prepared and design of the Harrison Street pond is finalized.

Committee discussed aspects of the park design and intended users of the angle parking. Traffic Engineer Merten stated that it is assumed that parking in these spaces will primarily be users of the tennis and pickleball courts.

REPORT

Following discussion, **Motion/Second/Carried Lang/Hillstrom to recommend Council direct staff to amend the official traffic maps to reflect angle or perpendicular parking on the west side of Harrison Street abutting Washington Park contingent upon the bid alternate being approved by the Council.** All voting aye.

**Public Services and Safety Committee Meeting  
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Provision of Additional Refuse/Recycling Carts: Director Kaiser reviewed his memo of January 3, 2019, outlining conditions for providing an additional refuse or recycling cart to a resident. He noted that several requests have been received from residents for additional collection service. He stated that the cost to service an additional refuse cart is about \$185 per year. He stated that the cost to service an additional recycling cart is about \$25 per year. He recommended that properties requesting an additional refuse cart be charged a service fee of \$185 per year and that properties requesting an additional recycling cart not be charged. He expressed concern that there could be a perception of discouraging recycling by issuing a charge. Committee noted that the \$25 charge is a fairly nominal charge for the additional service and would prefer to see a service fee charged for an additional recycling cart. Committee suggested that the annual fee review include all service costs and not just the tipping fee cost. Committee discussed pro-rating the charge for an in-year startup. Director Kaiser indicated that he would discuss the matter with Director Easker.

REPORT

Following discussion, **Motion/Second/Carried Stevenson/Lendrum to recommend Council approve enabling single family resident properties to acquire an additional refuse cart for a charge of \$185 per year or an additional recycling cart for a charge of \$25 per year.** All voting aye.

Approval of Preliminary Resolution 2019-01: Sanitary Sewer Lateral Construction (Caroline Street, Stanley Court, Thomas Court, Stanley Street, Stevens Street, Fifth Street, Courtney Court): Director Kaiser noted that this is the first step in the special assessments process. It directs staff to prepare plans and estimates for the proposed work. An Assessment Report will be brought to a future Committee meeting. He noted that the Finance and Personnel Committee has been discussing options to reduce the impact of special assessment charges for sanitary sewer lateral installation but that some the options discussed still involve a special assessment.

RES.

Following discussion, **Motion/Second/Carried Lang/Hillstrom to recommend Council adopt Preliminary Resolution No. 2019-01 for sanitary sewer lateral construction on Caroline Street (Union to Van), Stanley Court, Thomas Court, Stanley Street (Marathon to S. Commercial), Stevens Street (Congress to Doty), 5th Street (Clark to Lincoln) and Courtney Court.** All voting aye.

**Licenses:**

Beverage Operator License Applications: The Committee reviewed the beverage operator license applications for Elizabeth A. Jenkins and Benjamin Davis Sheets.

C.A.

Following discussion, **Motion/Second/Carried Lang/Hillstrom to recommend Council approve beverage operator license applications for Elizabeth A. Jenkins and Benjamin Davis Sheets.** All voting aye.

Public Works General Construction and Department Activity: Director Kaiser noted that an offer of employment as a sanitation worker has been extended. If accepted, that will bring the Public Works operations to full staffing. He also noted that the first of five interviews had been conducted for the Assistant Superintendent of Public Works opening.

**Public Services and Safety Committee Meeting**  
**January 8, 2019**  
**Page 5**

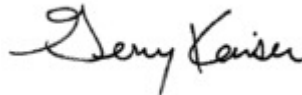
Announcements/Future Agenda Items:

Chairman Bates questioned the alcohol license used by Barrel 41 since it hadn't come before the Committee. Mayor Kaufert stated that they operate under a brewer's license which does not require Council approval.

Mayor Kaufert requested that Director Kaiser provide Council with final cost information on the Nature Trails/Eaglecrest project. He informed the Committee that significant cost savings were achieved by the way that the project was packaged.

**Motion/Second/Carried Hillstrom/Stevenson to adjourn at 9:05 p.m. All voting aye.**

Respectfully submitted,

A handwritten signature in cursive script that reads "Gerry Kaiser".

Gerry Kaiser, PE  
Director of Public Works





**RESOLUTION NO. 2019-02**

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

WHEREAS, the Neenah Joint School District (“NJSD”) requested that the City of Neenah (“City”) consider vacating a portion of Laudan Boulevard between Elm and Reed Streets, as part of the NJSD plan to rebuild Shattuck Middle School; and,

WHEREAS; in response to that request, the Common Council introduced this resolution pursuant to §66.1003(4), Wis. Stats. on January 16, 2019 and referred it to a public hearing on \_\_\_\_\_, 2019 (the “Hearing”) duly noticed as required and provided for in §66.1003(8), Wis. Stats.; and,

WHEREAS, after considering the public input from the Hearing, and the request from the NJSD, the Common Council, in order to accommodate the rebuilding of Shattuck Middle School and subject to the conditions outlined below finds it in the public interest to vacate the following described portion of Laudan Boulevard (between Elm and Reed):

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

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NEENAH, WISCONSIN this \_\_ day of \_\_\_\_\_, 2019, that the above-described portion of Laudan Boulevard is hereby vacated effective April \_\_\_\_\_, 2019 subject to and contingent on satisfaction of the following conditions by the NJSD:

1. Passage of the NJSD referendum dated April 2, 2019 for an amount not to exceed \$129,580,000 in part to rebuild Shattuck Middle School;
2. Rebuild Shattuck Middle School on the block bounded by Division Street on the north; Reed Street on the east; Burr Ave. extended on the south; and Elm Street on the west;
3. Dedicate 60 feet of right of way near the southern edge of the property to extend Burr Ave from Elm Street to Reed Street;
4. Pay the cost of the extension of Burr Ave. as described in ¶3 above; and
5. Relocate any necessary utilities currently located within or adjacent to Laudan Blvd. and impacted by the Vacation.

Introduced by: the Common Council

CITY OF NEENAH, WISCONSIN

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

\_\_\_\_\_  
Dean R. Kaufert, Mayor

Passed: \_\_\_\_\_

\_\_\_\_\_  
Patricia A. Sturn, City Clerk





**RESOLUTION NO. 2019-01**

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

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

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

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

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>1. <b>Caroline Street (Union to Van)</b></li> <li>3. <b>Thomas Court</b></li> <li>5. <b>Stevens Street (Congress to Doty)</b></li> <li>7. <b>Courtney Court</b></li> </ul> | <ul style="list-style-type: none"> <li>2. <b>Stanley Court</b></li> <li>4. <b>Stanley Street (Marathon to S. Commercial)</b></li> <li>6. <b>5th Street (Clark to Lincoln)</b></li> </ul> |
|---|--|

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

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

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

Recommended by:  
Public Services and Safety Committee

CITY OF NEENAH, WISCONSIN

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

\_\_\_\_\_  
Dean Kaufert, Mayor

Passed: \_\_\_\_\_

\_\_\_\_\_  
Patricia Sturn, City Clerk



**RESOLUTION NO. 2019-04**

**RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$8,825,000 GENERAL OBLIGATION PROMISSORY NOTES**

WHEREAS, the City of Neenah, Winnebago County, Wisconsin (the "City") is in need of approximately \$8,825,000 for public purposes, including paying the cost of projects included in the City's Capital Improvement Program; and

WHEREAS, the Common Council has determined that it is necessary and in the best interest of the City that such amount be borrowed through the issuance of general obligation promissory notes pursuant to Section 67.12(12) of the Wisconsin Statutes;

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Issuance of Notes. The City shall issue its General Obligation Promissory Notes (the "Notes") in a principal amount of approximately \$8,825,000 for public purposes, including paying the cost of projects included the City's Capital Improvement Program.

Section 2. Sale of Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk be and hereby is directed to cause the sale of the Notes to be publicized in such manner as the City Clerk may determine and to cause copies of a complete, official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk shall cause an Official Statement concerning the Notes to be prepared by Robert W. Baird & Co. Incorporated. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Adopted, approved and recorded this 16th day of January, 2019.

CITY OF NEENAH, WISCONSIN

Recommended by: Finance and Personnel Committee

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

\_\_\_\_\_  
Dean R. Kaufert, Mayor

Passed: \_\_\_\_\_

\_\_\_\_\_  
Patricia A. Sturn, City Clerk

**CITY OF NEENAH  
FINANCE AND PERSONNEL COMMITTEE MEETING  
Monday, January 7, 2019 – 6:30 p.m  
Hauser Room, Neenah City Administration Building  
211 Walnut Street, Neenah, Wisconsin**

**MINUTES**

**Present:** Chairman Erickson; Aldermen Kunz, Boyette, Steele and Stevenson; Mayor Kaufert; City Attorney Godlewski; Director of Finance Easker

**Others Present:** Director of Community Development Haese.

**Public Appearances:** None.

**Minutes:** Motion/Second/Carried Kunz/Stevenson to approve the minutes from the December 10, 2018 Regular Meeting and the December 19, 2018 Special Meeting. All voting aye.

**Intermunicipal Agreement with the City of Appleton for Dial-A-Ride Cost Sharing:** Committee reviewed memo from Assistant Planner Kasimor recommending Council approve the 2019 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing. The agreement is similar to the 2018 agreement and is in line with the City's 2019 budget which calls for the City of Neenah to contribute \$12,000 towards the program. Issues discussed included the \$14 cost and \$3.50 fee per ride. Chairman Erickson asked that Planner Kasimor provide the Committee with information on actual ridership from Neenah area residents from 2017 and 2018.

REPORT

**Motion/Second/Carried Stevenson/Steele recommending Council approve the 2019 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing.** All voting aye.

**Community Development Auto Purchase:** Committee reviewed memo from Director Haese recommending Council authorize the Department of Community Development to purchase a 2018 Ford Focus from Bergstrom Automotive in the amount not to exceed \$16,200. The 2019 Capital Equipment budget included \$18,000 for the purchase. Director Haese indicated that this vehicle would replace the vehicle currently used for code inspection. Committee and staff reviewed the mechanics report which recommends replacement of the existing code inspection vehicle.

REPORT

**Motion/Second/Carried Kunz/Steele recommending Council authorize the Department of Community Development to purchase a 2018 Ford Focus from Bergstrom Automotive in the amount not to exceed \$16,200 from funds included in the 2019 Capital Equipment budget.** All voting aye.

**Annexation Impact Report – Annexation #211 (Larson/905 Bayview Road – Town of Neenah) - .85 Acres:** Committee reviewed memo from Director Easker with regard to the impact of the proposed annexation of .85 acres located at 905 Bayview Road in the Town of Neenah (Annexation 211). The annexation would involve one parcel of land on which

the owners plan to build a single family home that they wish to be located within the City boundaries. All departments who expressed an opinion recommend approval of the annexation. Committee and staff reviewed a map of the property area and discussed such issues as the potential locations of the home and the options for the City to provide snow plowing service to the property.

REPORT

**Motion/Second/Carried Kunz/Steele recommending Council approve and accept the petition for annexation of .85 acres located at 905 Bayview Road in the Town of Neenah.** All voting aye.

**Annexation Impact Report – Annexation #212 (Loren’s Auto Recycling/2405 Schultz Drive – Town of Neenah – 29.94 Acres):** Committee reviewed memo from Director Easker with regard to the impact of the proposed annexation of 29.94 acres located at 2405 Schultz Drive in the Town of Neenah (Annexation 212). The annexation is part of the City/CDA plan to purchase the property, placing it in TIF 9 as part of a TIF amendment, then ultimately clearing and marketing the property for development. The annexation also includes a portion of railroad right-of-way.

Committee and staff discussed various aspects of the proposed annexation, including reviewing a map of the area. Discussion took place on the approximately \$150,000 for sanitary sewer and storm sewer system fees identified in the annexation report, including the choice to either waive the fees or pay them from TIF increment. Alderman Stevenson said he firmly believes that the fees should be paid by TIF increment. Discussion also took place on the next agenda item regarding potential grant funding for a Phase II environmental assessment of the property.

REPORT

**Motion/Second/Carried Stevenson/Kunz recommending Council approve and accept the petition for annexation of 29.94 acres located at 2405 Schultz Drive in the Town of Neenah, including the recommendation that the approximately \$150,000 for sanitary sewer and storm sewer system fees identified in the annexation report be paid for by TIF 9 increment.** All voting aye.

**Proposed Application for Wisconsin Assessment Monies (WAM) Grant:** Committee reviewed memo from Director Haese recommending Council approve Resolution No. 2019-03 to allow staff to apply for the Wisconsin Assessment Monies (WAM) grant for completion of a Phase II assessment at 2405 Schultz Drive. The grant requires no matching funds and up to \$35,000 in free services are available. The estimated cost of the Phase II assessment is \$20,000. Committee and staff discussed various aspects of the proposed grant application.

RESOLUTION

**Motion/Second/Carried Stevenson/Boyette recommending Council approve Resolution No. 2019-03 to allow staff to apply for the Wisconsin Assessment Monies (WAM) grant for completion of a Phase II assessment at 2405 Schultz Drive.** All voting aye.

**Wetland Bank Acquisition/Development:** Committee reviewed memo from Director Haese recommending the Community Development Authority proceed with an acquisition agreement to acquire 150 acres of property from Mr. Steven Heimbruch, Waupaca County, at a cost of \$787,500 for the purpose of developing a City of Neenah wetland mitigation bank. The recommendation is the culmination of ongoing discussions on the issue, including a tentative proposal to the Committee in early 2018. The potential of partnering with the City of Oshkosh on the wetland bank project, which was part of the 2018 proposal, is not included in this proposal. The impetus for the creation of a wetland bank is the increasing frequency in which the presence of isolated wetlands has delayed, modified or in some cases prevented development projects within the City. Director Haese indicated that the most significant obstacle that has arisen since the last review was a verbal indication from the U.S. Corp of Engineers that a wetland bank in the location proposed would not be eligible to extend wetland credits to a project within Neenah or Oshkosh if another bank were created within Neenah's sub water shed. The specifics of the proposal are as follows:

Proposal

- Upon acceptance of the Offer to Purchase by both parties, the City and Mr. Heimbruch would submit a Wetland Bank Prospectus to the Wisconsin DNR for review and consideration. The Corp of Engineers will also review the prospectus.
- Upon approval of the wetland prospectus, and especially as it relates to the City's ability to utilize credits for projects within Neenah, the City would determine its interest in pursuing a wetland bank on the property.
- Upon a favorable approval of a wetland prospectus, the City would prepare and submit for review and approval a Wetland Bank Instrument, which would detail the site mitigation efforts. Upon approval of the Bank Instrument, and if the City decides to move forward with the bank, Mr. Heimbruch would be paid a total purchase price of \$787,500.
- Additionally, Mr. Heimbruch would also receive two wetland credits (or the equivalent value) from the project.
- Should the wetland prospectus be approved, but the City chooses not to move forward with the project, the City would be provided two wetland credits should the property be developed as a wetland bank within a reasonable time period.
- While the Bank Instrument is under review, the City would lease the acreage to Mr. Heimbruch for agricultural purposes at a rate of \$50 per tillable acre (estimated at 60 acres) per year.
- Upon completion of the project and sale of all available credits, the City would return ownership of the property to Mr. Heimbruch for the nominal charge of \$30,000 (\$200 per acre).

Director Haese indicated that the overall acquisition and development of a wetland bank project on the subject property will likely take five to ten years to complete at an overall cost of approximately \$2.4 million. The project is anticipated to generate 70-75 wetland credits over the life of the project. Wetland credits are currently selling for approximately \$70,000 per credit. Assuming this value remains constant through the life of the project, the overall income from the sale of credits is estimated to generate revenues of \$4.9 million. He also said that the City of Oshkosh continues to express interest in partnering in the

creation of the wetland bank but had declined a formal partnership until the ability to utilize wetland credits from the proposed bank within their jurisdiction can be clarified.

Committee and staff discussed various aspects of the proposed offer, acquisition and development. Issues discussed included the ongoing discussions with the City of Oshkosh, more specifics on the DNR Wetland Bank Prospectus process, the short and long term maintenance plans for the property as well as specific discussion on the timeframe for all of the contingencies that need to occur before the purchase would take place. Director Haese indicated that he believes there is about a 50/50 chance that everything would fall into place for the wetland purchase to ultimately occur.

**Motion/Second/Carried Stevenson/Kunz recommending the Community Development Authority proceed with an acquisition agreement to acquire 150 acres of property from Mr. Steven Heimbruch, Waupaca County, at a cost of \$787,500 for the purpose of developing a City of Neenah wetland mitigation bank, consistent with the points listed under the Proposal subheading above, and that the Common Council be presented with the results of the State of Wisconsin DNR Wetland Bank Prospectus prior to and for the purpose of finalizing the acquisition agreement, and with the purchase to be funded by Storm Water Utility reserves, and to recommend amending and increasing the 2019 Storm Water Capital budget by \$787,500. All voting aye.**

**Claim Against the Home Insurance Company (“Home”) & Wisconsin Security Insurance Fund (WSIF):** Committee reviewed memos from Mayor Kaufert, City Attorney Godlewski and Menasha City Attorney Pam Captain regarding the ratification of the acceptance of the offer of \$223,125 from the Wisconsin Security Insurance Fund’s Guaranty Association of Wisconsin, including assignment to rights of Neenah-Menasha Sewerage Commission to future distributions from the Home Insurance Company estate, to resolve the Neenah-Menasha Sewerage Commission claim filed with WISF. The City had previously accepted a settlement offer of \$250,000 from the Home Insurance Company estate. Subsequently, the Wisconsin Security Insurance Fund’s Guaranty Association of Wisconsin rejected the settlement and determined that \$223,125 was the maximum that could be paid. Outside counsel has advised the Cities of Neenah and Menasha that not accepting this settlement offer would likely reduce the final amount due to additional litigation costs. Committee and staff discussed various aspects of the proposed new settlement.

**Motion/Second/Carried Stevenson/Kunz recommending Council ratify the decision made by Mayor Kaufert to accept the offer of \$223,125 from the Wisconsin Security Insurance Fund’s Guaranty Association of Wisconsin, including assignment to rights of Neenah-Menasha Sewerage Commission to future distributions from the Home Insurance Company estate, to resolve the Neenah-Menasha Sewerage Commission claim filed with WISF. All voting aye.**

**Fiscal Matters: November Vouchers: Motion/Second/Carried Boyette/Steele to approve the November vouchers as presented. All voting aye.**

**Motion/Second/Carried Stevenson/Boyette to convene into the closed session meeting at 9:00 p.m. All voting aye.**

Respectfully submitted,

A handwritten signature in green ink, appearing to read "M.K. Easker".

Michael K. Easker, CPA  
Director of Finance



AN ORDINANCE: By the Neenah Plan Commission  
Re: Annexing – 0.85 Acres of land along Bayview Road – Richard O. & Susan K. Larson Revocable Trust owned property to the City of Neenah.

ORDINANCE NO. 2019-01  
Introduced: January 16, 2019

Committee/Commission Action:  
**RECOMMENDED FOR PASSAGE**

## AN ORDINANCE

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

**Section 1.** Pursuant to Section 66.0217(2), Wis. Stats., the following described territory contiguous to the City of Neenah and presently in the Town of Neenah, be and the same hereby is, annexed to the City of Neenah, and the corporate limits of said City are hereby extended so as to include the following described property and shown on the attached Exhibit 1:

Part of the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 20 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin, containing 37,029 Square Feet (0.8501 Acres) of land described as follows:

Commencing at the East 1/4 corner of Section 34; thence N00°33'21"W, 800.90 feet along the east line of the Northeast 1/4 of Section 34 to the Point of Beginning; thence S89°52'39"W, 322.00 feet; thence N00°33'21"W, 115.00 feet; thence N89°52'39"E, 322.00 feet to the east line of the Northeast 1/4 of Section 34; thence S00°33'21"E, 115.00 feet along said east line to the Point of Beginning.

That said territory shall be zoned R-1, Single-Family Residence District.

**Section 2.** The petition for annexation is conducted under unanimous approval (Wisconsin State Statute Sec. 66.0217(2)). The Wisconsin Department of Administration issued this annexation petition Municipal Boundary Review number 14183. The annexation area is 0.85 acres in size and is wholly located in the Town of Neenah, Winnebago County. The parcel number of the land being annexed is 010042501 and the population of all people living on the transferred land is 0.

**Section 3.** That the limits of the Second Aldermanic District in the City of Neenah are hereby extended in such manner as to include said territory.



**Section 4. Severability.** In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

**Section 5. Repeal and Effective Date.** All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

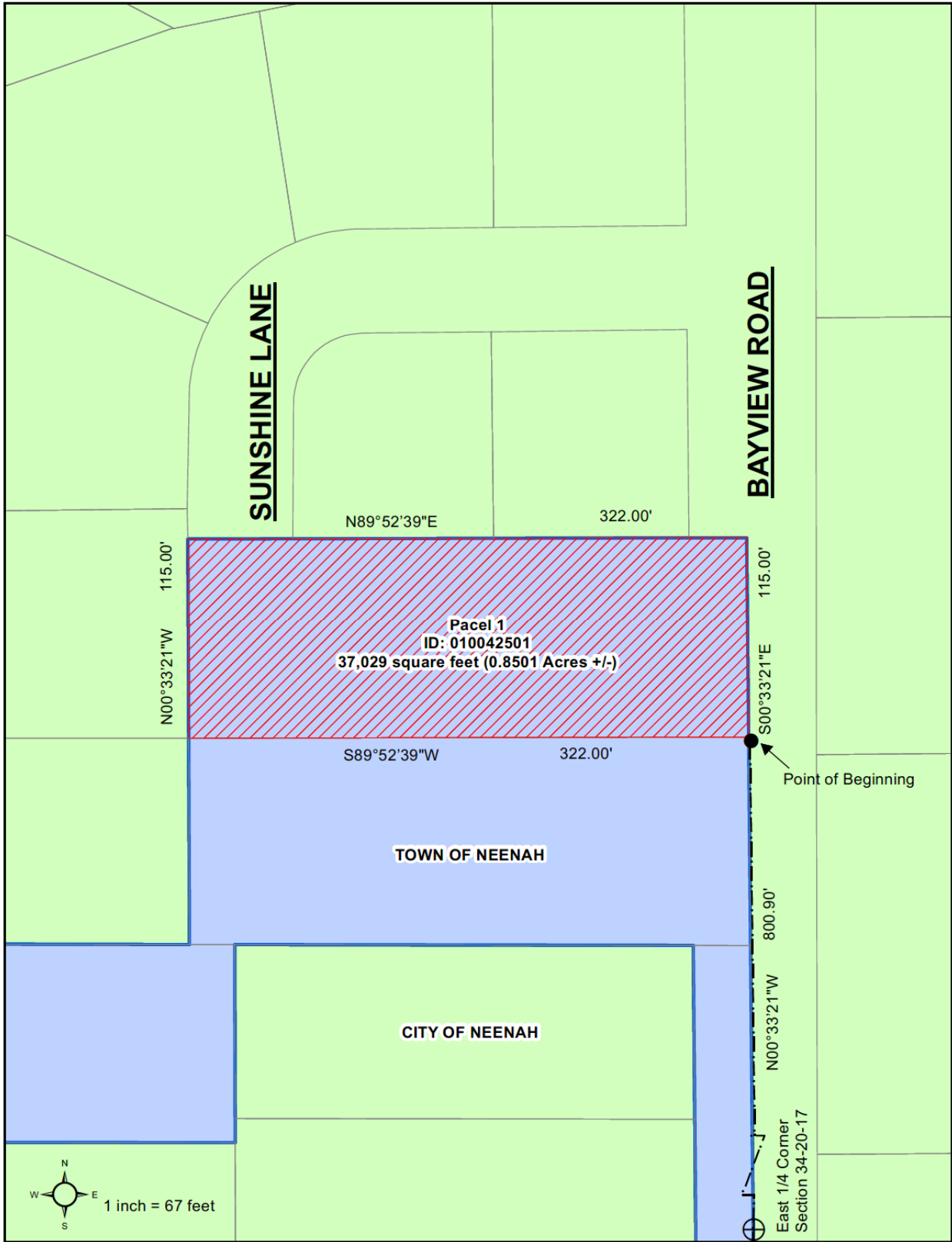
Approved:

\_\_\_\_\_  
Dean R. Kaufert, Mayor

Attest:

\_\_\_\_\_  
Patricia Sturn, City Clerk

Exhibit 1





**211 Walnut Street  
Neenah, WI 54956**

AN ORDINANCE: By the Neenah Plan Commission  
Re: Annexing – 29.94 Acres of land along the east side of I-41 and between Bell Street and County Road G – Loren Rangeloff owned property to the City of Neenah.

ORDINANCE NO. 2019-02  
Introduced: January 16, 2019

Committee/Commission Action:  
**RECOMMENDED FOR PASSAGE**

## AN ORDINANCE

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

**Section 1.** Pursuant to Section 66.0217(2), Wis. Stats., the following described territory contiguous to the City of Neenah and presently in the Town of Neenah, be and the same hereby is, annexed to the City of Neenah, and the corporate limits of said City are hereby extended so as to include the following described property and shown on the attached Exhibit 1:

Located in Section Five (5) Township Nineteen (19) Range Seventeen (17) East, Town of Neenah, Winnebago County, Wisconsin, containing 1,304,186 Square Feet (29.94 Acres) of land described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said Section 5; thence South 88 degrees 45 minutes 42 seconds West, 33.00 feet along the south line of the fractional northeast  $\frac{1}{4}$  of Section 5 to the west right of way line of Schultz Drive and the Point of Beginning; thence continuing South 88 degrees 45 minutes 42 seconds west, 579.52 feet along said south line to an easterly line of the Fox River Valley Railroad, 1408.76 Feet; thence South 20 degrees 09 minutes 51 seconds West, along the easterly line of the Fox Valley Railroad to the southwest corner of Lot 2, Certified Survey Map No. 6276; thence continuing South 20 degrees 09 minutes 51 seconds West, along the easterly line of the Fox Valley Railroad 1,467.56 feet, more or less, to the south right of way line of County Road G; thence South 88 degrees 19 minutes 21 seconds west along the south right of way line of County Road G a distance of 180.03 feet, more or less, to the east right of way of Interstate 41 (also being the west line of the Soo Line Railroad); thence North 20 degrees 09 minutes 51 seconds East, along the easterly right of way line of Interstate 41 (also being the west line of the Soo Line Railroad) a distance of 3,775.82 feet, more or less; thence North 70 degrees 09 minutes 51 seconds West, along the right of way of Interstate 41 (also being the west line of the Soo Line Railroad) a distance of 33.00 feet, more

or less; thence North 20 degrees 09 minutes 51 seconds East, continuing along the easterly right of way line of Interstate 41 (also being the west line of the Soo Line Railroad) a distance of 586.15 feet, more or less; thence South 86 degrees 33 minutes 17 seconds west a distance of 85.30 feet, more or less; thence Northerly, on a line of 01 degree 40 minutes to the East a distance of 310.16 feet, more or less; thence North 33 degrees 53 minutes 34 seconds East a distance of 352.09 feet, more or less; thence North 88 degrees 41 minutes 04 seconds East a distance of 83.00 feet, more or less, to the East line of Section Five (5) Township Nineteen (19) Range Seventeen (17) East, Town of Neenah, Winnebago County, Wisconsin; thence continuing South along the East line of Section Five (5) Township Nineteen (19) Range Seventeen (17) East, Town of Neenah, Winnebago County, Wisconsin a distance of 1,073.15 feet, more or less, to the north right of way of Enterprise Drive and the southwest corner of Lot 1, Certified Survey Map No. 1915; thence South 88 degrees 16 minutes 07 seconds West along the north right of way line of Enterprise Drive a distance of 33.00 feet; thence South 01 degree 59 minutes 20 seconds East along the west right of way line of Schultz Drive a distance of 906.82 feet to the Point of Beginning.

That said territory shall be zoned temporary I-1, Planned Business Center District.

**Section 2.** The petition for annexation is conducted under unanimous approval (Wisconsin State Statute Sec. 66.0217(2)). The Wisconsin Department of Administration issued this annexation petition Municipal Boundary Review number 14170. The annexation area is 29.94 acres in size and is wholly located in the Town of Neenah, Winnebago County. The parcel numbers of the land being annexed are 01000440201, 0100072, 010007301, 0100050, 0100065, 010004401, 0100071, 010007302, 0100064, 0100051, 0100045, and 010004402 and the population of all people living on the transferred land is 0.

**Section 3.** That the limits of the Second Aldermanic District in the City of Neenah are hereby extended in such manner as to include said territory.

**Section 4. Severability.** In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

**Section 5. Repeal and Effective Date.** All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Approved:

Adopted: \_\_\_\_\_

\_\_\_\_\_  
Dean R. Kaufert, Mayor

Published: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Patricia A. Sturn, City Clerk





**RESOLUTION NO. 2019-03**

**A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN AWARD APPLICATION FOR THE 2405 SCHULTZ DRIVE BY THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF NEENAH FOR WAM CONTRACTOR SERVICES**

WHEREAS, the Community Development Authority of the City of Neenah recognizes that the environmental assessment of brownfields is an important part of protecting Wisconsin's resources; and

WHEREAS, the Community Development Authority of the City of Neenah will allow employees from the Department of Natural Resources access to inspect the award site or facility and award records; and

IT IS, THEREFORE RESOLVED THAT: The Community Development Authority of the City of Neenah requests services and assistance available from the Wisconsin Department of Natural Resources under the WAM Contractor Services Award program and will comply with state and federal rules for the program; and

HEREBY AUTHORIZES the City of Neenah Community Development Department to act on the behalf of the Community Development Authority of the City of Neenah to: submit an application to the State of Wisconsin for contractor services under the WAM program, sign documents, and take necessary action to comply with approved award activities.

Adopted this 19<sup>th</sup> day of January, 2019

By a vote of: \_\_\_\_ in favor, \_\_\_\_ opposed, and \_\_\_\_ abstain

BY: \_\_\_\_\_ secretary/clerk of the City of Neenah, WI

**MINUTES OF THE NEENAH PLAN COMMISSION**  
**Tuesday, January 8, 2019**  
**4:15 p.m.**

**Present:**

Mayor Dean Kaufert, Chairman	PRESENT	Gerry Kaiser, Director of Public Works	PRESENT	Nick Piergrossi, Vice Chairman	ABSENT
Kate Hancock-Cooke	PRESENT	Ald. Christopher Kunz	PRESENT	Karen Genett	PRESENT
Gerry Andrews	PRESENT	Ald. Jane Lang	PRESENT		

**Also present:**

Brad Schmidt, Deputy Director of Community Development	Cassandra Kohls, Administrative Assistant Community Development	Jeff Welhouse - 1351 Hedgerow Dr.
Bernie & Paul Meyer – 116 Armstrong		

**Minutes:**

**MSC Kaiser/Lang to approve the December 11, 2018 meeting minutes. All Aye. Hancock-Cooke abstained. Motion passed.**

Mayor Kaufert called the meeting to order at 4:18 p.m.

**Public Appearances:** None

**Public Hearings:** None

**Action Items:**

**1. Annexation – 905 Bayview Road – Town of Neenah (#211 - Ord. No. 2019-01)**

The annexation overview was provided by Deputy Director Schmidt. Richard and Susan Larson Revocable Trust submitted a petition for direct annexation to the City of Neenah for property located along Bayview Road in the Town of Neenah. The annexation area is approximately .85 acres and includes a portion of the Bayview Road right-of-way. The parcel is currently undeveloped, but did include a single-family residence in the past. The intent is to develop the property as a single-family residential dwelling with City water and sewer services. The proposed use is consistent with the City's Comprehensive Plan. The site is located within the City of Neenah/Town of Neenah Boundary Agreement (2003) and identified as City Growth Area. Upon annexation, the property will be zoned R-1, Single Family Residence District.

The site has two access points; one along Bayview Road, and the other along Sunshine Lane. Water and sewer service will most likely serve this site from Sunshine Lane due to the depth of utilities along Bayview Road. Sunshine Lane was planned to continue south but the road was removed from the official map due to the challenges of extending services through that area. City of Neenah Public Works Department would like to see ample turnaround access at the end of Sunshine Lane for snow plows and garbage trucks.

Deputy Director Schmidt provided an overview of the annexation process for the Plan Commission. He explained that the landowner initiated the process by petitioning the City to have their land annexed into the City. The landowner would want to become a part of the City to receive City water and avoid incurring costs to maintain a private well.

Ald. Kunz expressed concerns about turnaround access for plowing. Deputy Director Schmidt stated he would work with Public Works staff to look at extending pavement in the right-of-way to allow ample truck movement. Ald. Kunz inquired about driveway access. Deputy Director Schmidt indicated he is uncertain of the location of the future residence on this site however the petitioner is aware of the challenges.

Member Hancock-Cooke asked if there was discussion to divide the site in the past. Deputy Director Schmidt confirmed that there was discussion to split the lot in half. He doesn't want another driveway off of Bayview Road.

Mayor Kaufert stated the zoning is R-1, Single-Family Residence District.

**MSC Hancock-Cooke/Genett, Plan Commission recommends Council approve Annexation #211 (Ord. No. 2019-01) and the property also receive an R-1, Single-Family Residence zoning classification.**

**All Aye.**

**2. Annexation – Loren's Auto Recycling – Town of Neenah (#212 – Ord. No. 2019-02)**

Loren Rangeloff (Loren's Auto Recycling), has submitted a petition for direct annexation to the City of Neenah for property located along the east side of I-41 between Bell Street and County Road G in the Town of Neenah. The annexation area is approximately 29.94 acres and includes Mr. Rangeloff's parcel (9.3 acres) currently an auto salvage yard and adjacent railroad and highway right-of-way. The City is annexing this entire area to clean up the municipal boundaries. The City is annexing Loren's Auto Recycling to clean up the site to market for future industrial development. Upon annexation, the property will be zoned temporary, I-1 Planned Business Center District. The site will be cleared over the next 18 months. There is a possibility

Ord. No. 2019-01

# Plan Commission Minutes

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Ord. No. 2019-02

of environmental contamination on the site. The City plans to extend TIF 9 to encompass this site. TIF 9 will fund the project. Loren's Auto Recycling will be responsible for removal of the existing junk vehicles.

The subject land is located within the City Growth Area in the Neenah Boundary Agreement (2003) which allows the City to annex the property.

Mayor Kaufert pointed out the City owns the land to the South of the subject site. The City attempted to get Werner Electric to locate within the City. If this site had been clean, they could have built within the City. When this site gets clean and developable this will be a prime site with visibility and access to Highway I-41.

Ald. Kunz inquired about the impact of the rail road tracks located on this site. Director Kaiser indicated there will be a substantial increase in the ERUs for the rail road.

**MSC Lang/Kaiser, Plan Commission recommends Council approve Annexation #212 (Ord. No. 2019-02) and the property also receive a temporary I-1, Planned Business Center District zoning classification.**

**All Aye.**

## Discussion Items:

Deputy Director Schmidt provided an overview of the City of Neenah/Town of Neenah Boundary Agreement (2003). He explained approximately 1,800 acres are within the City Growth Area. Roughly 3,500 acres are located in the Town Growth Area and must remain in the Town of Neenah. Approximately 400-500 acres have been annexed into the City of Neenah since 2003. Staff's goal is to insure orderly growth and development.

Mayor Kaufert explained all of the annexations are at the request of the petitioner. The City of Neenah listens to the people's requests.

Deputy Director Schmidt reiterated that the City of Neenah cannot forcibly annex land because of the Boundary Agreement with the Town of Neenah. The City of Neenah/Town of Neenah Boundary agreement is effective for 30 years and has 14 years remaining.

Director Kaiser explained the following areas are provided some services by the City of Neenah without the need to annex to the City immediately: Plummer Court, Courtney Court, Meadow Breeze Circle, Cheryl Ann Drive, and Meadow Lane.

Member Hancock-Cooke asked about the maximum available acreage remaining that could be annexed into the City. Deputy Director Brad Schmidt indicated approximately 700 acres has a potential for future development.

Ald. Kunz raised concern about the amount of buildable land remaining for future housing. Deputy Director explained of the 700 overall acres, 170 acres would be available for development when you take out land that is outside the City's sewer service area and other challenging properties.

Member Hancock-Cooke inquired about why the City would want to grow in size. Deputy Director Schmidt explained the City was incorporated in the 1870s. Up until 1950 the City didn't grow outside its borders. Growth is important. The City's Comprehensive Plan lays out how the growth should occur. Redevelopment is also important to grow in areas adjacent to the City. The City has planned and invested for growth. The City has upsized sewer pipes areas in the anticipation of future growth.

Mayor Kaufert explained taxpayers have paid to provide larger investments. The State uses net new construction to determine the allowable increase in spending. The amount the City receives to provide services is driven by new growth and redevelopment.

Deputy Director Schmidt indicated land prices increase when there is a lack of supply. Redevelopment is more costly than new construction.

Mayor Kaufert explained the East Central Wisconsin Regional Planning Commission (ECWRPC) works with all communities so local municipalities know where to lay pipes and can provide services that bring jobs to the region. The City of Neenah will plan for orderly growth. The City of Neenah is not interested in taking over Towns.

Deputy Director Schmidt indicated when a business is considering locating in a region they are looking to locate where services are available. The waste water treatment plant needs to know the plans for capacity. A City cannot extend sewer mains outside the defined service area.

Mayor Kaufert explained the City is 9-square miles. He is interested in boundary agreements, shared services, and smart growth to help taxpayers in both communities.

Deputy Director Schmidt stated relationships have improved since the Boundary Agreement.



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Jeff Welhouse (1351 Hedgeview Drive) stated Nature Trail Subdivision (200 acres) was annexed into the City from the Town of Neenah in 1996. The first lot was sold in 2002. He indicated this propelled the boundary agreement.

Mayor Kaufert indicated regional leaders should find ways to grow systematically and in ways that make sense.

### **Announcements and future agenda items:**

Ald. Kunz indicated he decided not to run for re-election for the School Board. The School Board will assign someone else to represent them on Plan Commission.

Next Plan Commission meeting is scheduled for January 29, 2019.

Deputy Director Schmidt indicated two upcoming items:

1. Annexation of Cardinal Plant
2. Vacating Laudan Boulevard

**Adjournment: The Commission adjourned its meeting at 5:05 P.M. MSC Gennett/Kaiser. All Aye.**

Respectfully Submitted,

A handwritten signature in blue ink that reads "Cassandra J. Kohls". The signature is written in a cursive, flowing style.

Cassandra Kohls  
Administrative Assistant, Community Development



AN ORDINANCE: By the Neenah Plan Commission  
Re: Annexing – 0.85 Acres of land along Bayview Road – Richard O. & Susan K. Larson Revocable Trust owned property to the City of Neenah.

ORDINANCE NO. 2019-01  
Introduced: January 16, 2019

Committee/Commission Action:  
**RECOMMENDED FOR PASSAGE**

## AN ORDINANCE

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

**Section 1.** Pursuant to Section 66.0217(2), Wis. Stats., the following described territory contiguous to the City of Neenah and presently in the Town of Neenah, be and the same hereby is, annexed to the City of Neenah, and the corporate limits of said City are hereby extended so as to include the following described property and shown on the attached Exhibit 1:

Part of the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 20 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin, containing 37,029 Square Feet (0.8501 Acres) of land described as follows:

Commencing at the East 1/4 corner of Section 34; thence N00°33'21"W, 800.90 feet along the east line of the Northeast 1/4 of Section 34 to the Point of Beginning; thence S89°52'39"W, 322.00 feet; thence N00°33'21"W, 115.00 feet; thence N89°52'39"E, 322.00 feet to the east line of the Northeast 1/4 of Section 34; thence S00°33'21"E, 115.00 feet along said east line to the Point of Beginning.

That said territory shall be zoned R-1, Single-Family Residence District.

**Section 2.** The petition for annexation is conducted under unanimous approval (Wisconsin State Statute Sec. 66.0217(2)). The Wisconsin Department of Administration issued this annexation petition Municipal Boundary Review number 14183. The annexation area is 0.85 acres in size and is wholly located in the Town of Neenah, Winnebago County. The parcel number of the land being annexed is 010042501 and the population of all people living on the transferred land is 0.

**Section 3.** That the limits of the Second Aldermanic District in the City of Neenah are hereby extended in such manner as to include said territory.

**Section 4. Severability.** In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

**Section 5. Repeal and Effective Date.** All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

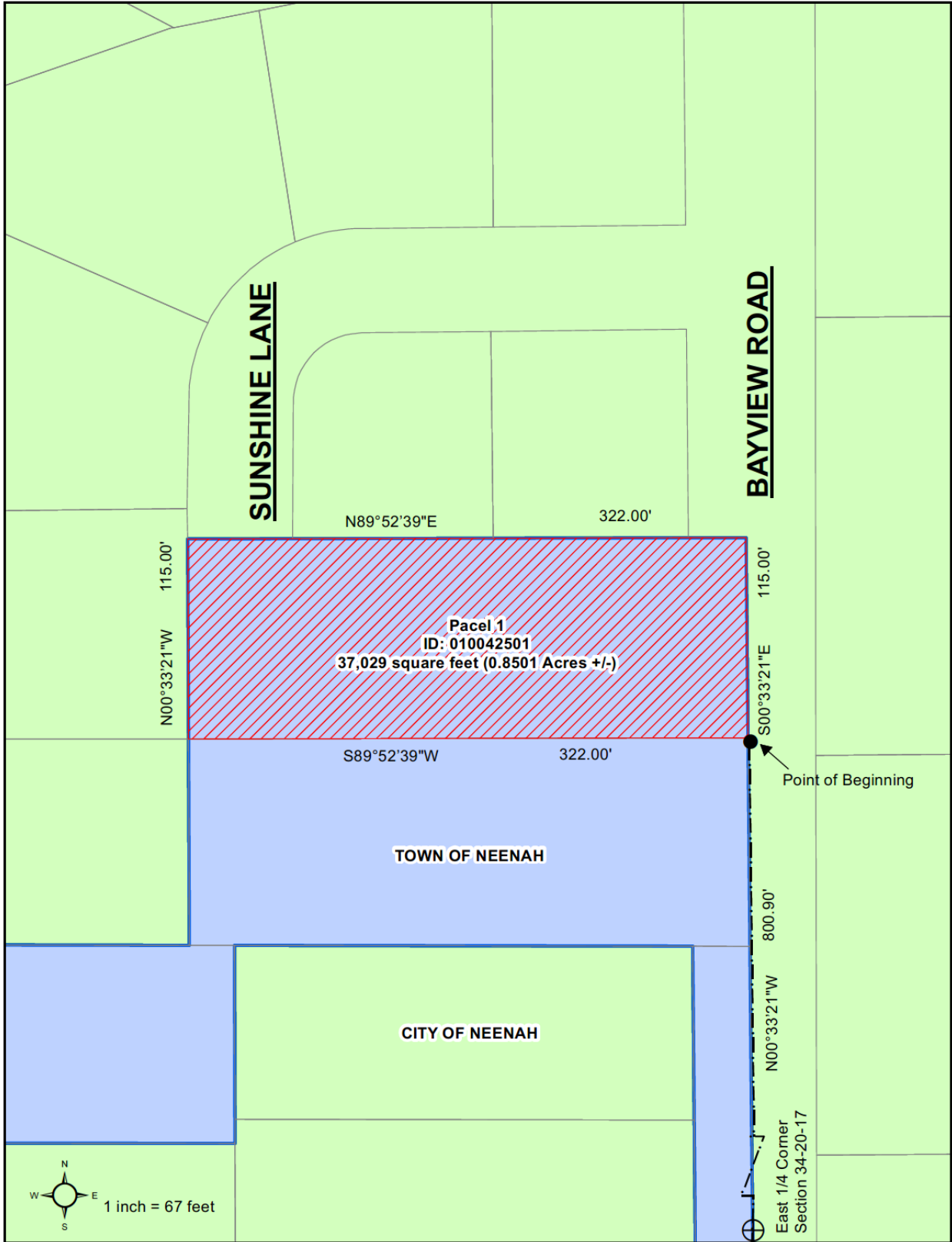
Approved:

\_\_\_\_\_  
Dean R. Kaufert, Mayor

Attest:

\_\_\_\_\_  
Patricia Sturn, City Clerk

Exhibit 1





**211 Walnut Street  
Neenah, WI 54956**

AN ORDINANCE: By the Neenah Plan Commission  
Re: Annexing – 29.94 Acres of land along the east side of I-41 and between Bell Street and County Road G – Loren Rangeloff owned property to the City of Neenah.

ORDINANCE NO. 2019-02  
Introduced: January 16, 2019

Committee/Commission Action:  
**RECOMMENDED FOR PASSAGE**

## AN ORDINANCE

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

**Section 1.** Pursuant to Section 66.0217(2), Wis. Stats., the following described territory contiguous to the City of Neenah and presently in the Town of Neenah, be and the same hereby is, annexed to the City of Neenah, and the corporate limits of said City are hereby extended so as to include the following described property and shown on the attached Exhibit 1:

Located in Section Five (5) Township Nineteen (19) Range Seventeen (17) East, Town of Neenah, Winnebago County, Wisconsin, containing 1,304,186 Square Feet (29.94 Acres) of land described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said Section 5; thence South 88 degrees 45 minutes 42 seconds West, 33.00 feet along the south line of the fractional northeast  $\frac{1}{4}$  of Section 5 to the west right of way line of Schultz Drive and the Point of Beginning; thence continuing South 88 degrees 45 minutes 42 seconds west, 579.52 feet along said south line to an easterly line of the Fox River Valley Railroad, 1408.76 Feet; thence South 20 degrees 09 minutes 51 seconds West, along the easterly line of the Fox Valley Railroad to the southwest corner of Lot 2, Certified Survey Map No. 6276; thence continuing South 20 degrees 09 minutes 51 seconds West, along the easterly line of the Fox Valley Railroad 1,467.56 feet, more or less, to the south right of way line of County Road G; thence South 88 degrees 19 minutes 21 seconds west along the south right of way line of County Road G a distance of 180.03 feet, more or less, to the east right of way of Interstate 41 (also being the west line of the Soo Line Railroad); thence North 20 degrees 09 minutes 51 seconds East, along the easterly right of way line of Interstate 41 (also being the west line of the Soo Line Railroad) a distance of 3,775.82 feet, more or less; thence North 70 degrees 09 minutes 51 seconds West, along the right of way of Interstate 41 (also being the west line of the Soo Line Railroad) a distance of 33.00 feet, more

or less; thence North 20 degrees 09 minutes 51 seconds East, continuing along the easterly right of way line of Interstate 41 (also being the west line of the Soo Line Railroad) a distance of 586.15 feet, more or less; thence South 86 degrees 33 minutes 17 seconds west a distance of 85.30 feet, more or less; thence Northerly, on a line of 01 degree 40 minutes to the East a distance of 310.16 feet, more or less; thence North 33 degrees 53 minutes 34 seconds East a distance of 352.09 feet, more or less; thence North 88 degrees 41 minutes 04 seconds East a distance of 83.00 feet, more or less, to the East line of Section Five (5) Township Nineteen (19) Range Seventeen (17) East, Town of Neenah, Winnebago County, Wisconsin; thence continuing South along the East line of Section Five (5) Township Nineteen (19) Range Seventeen (17) East, Town of Neenah, Winnebago County, Wisconsin a distance of 1,073.15 feet, more or less, to the north right of way of Enterprise Drive and the southwest corner of Lot 1, Certified Survey Map No. 1915; thence South 88 degrees 16 minutes 07 seconds West along the north right of way line of Enterprise Drive a distance of 33.00 feet; thence South 01 degree 59 minutes 20 seconds East along the west right of way line of Schultz Drive a distance of 906.82 feet to the Point of Beginning.

That said territory shall be zoned temporary I-1, Planned Business Center District.

**Section 2.** The petition for annexation is conducted under unanimous approval (Wisconsin State Statute Sec. 66.0217(2)). The Wisconsin Department of Administration issued this annexation petition Municipal Boundary Review number 14170. The annexation area is 29.94 acres in size and is wholly located in the Town of Neenah, Winnebago County. The parcel numbers of the land being annexed are 01000440201, 0100072, 010007301, 0100050, 0100065, 010004401, 0100071, 010007302, 0100064, 0100051, 0100045, and 010004402 and the population of all people living on the transferred land is 0.

**Section 3.** That the limits of the Second Aldermanic District in the City of Neenah are hereby extended in such manner as to include said territory.

**Section 4. Severability.** In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

**Section 5. Repeal and Effective Date.** All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Approved:

Adopted: \_\_\_\_\_

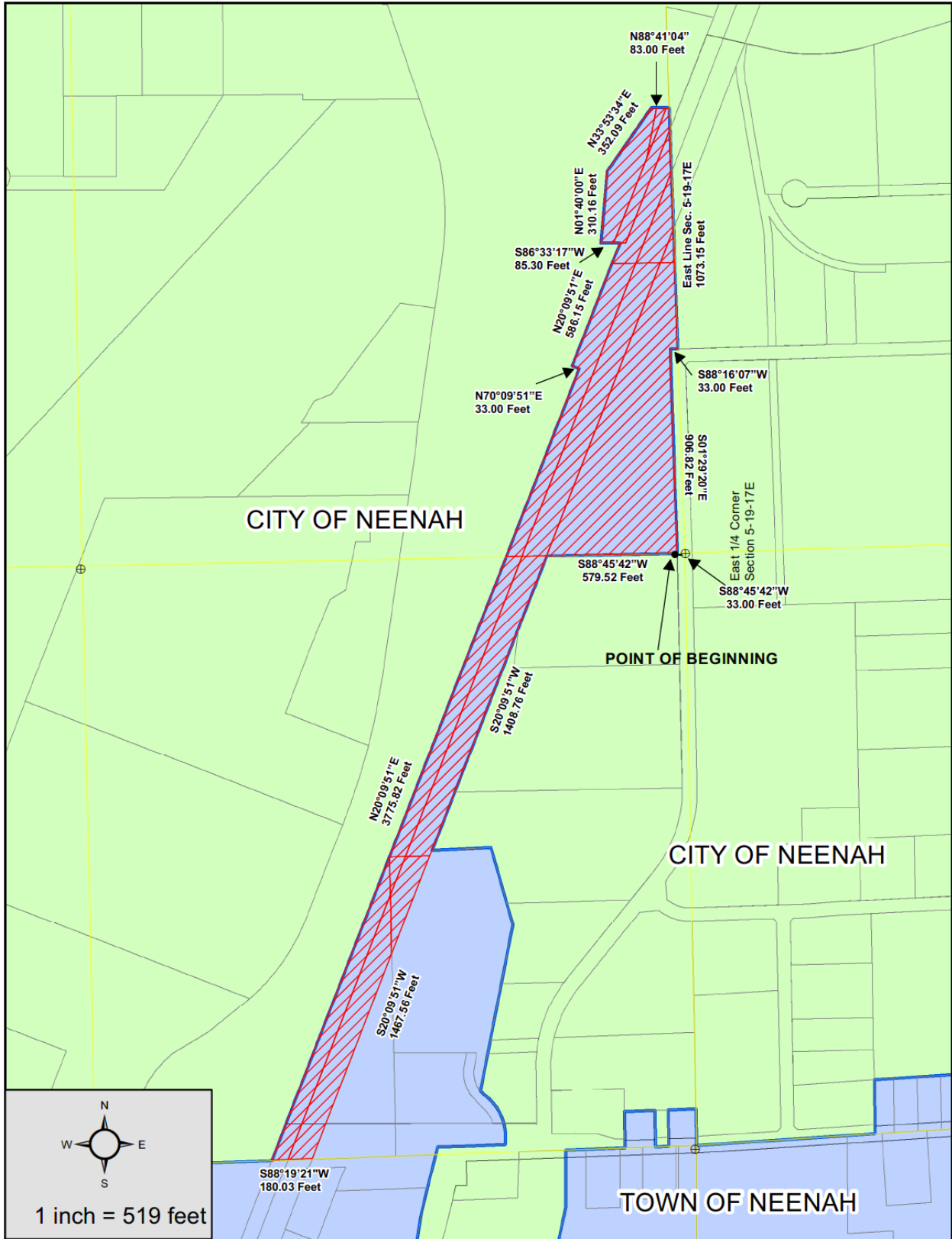
\_\_\_\_\_  
Dean R. Kaufert, Mayor

Published: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Patricia A. Sturn, City Clerk

Exhibit 1



**NMFR Joint Finance & Personnel Committee Meeting**  
**January 9, 2019 – 5:30 p.m.**  
**Hauser Room – City of Neenah**

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

Also Present: Chief Kloehn, Director Easker, Director Jacobs and MA Ellis

Public: Mayor Kaufert

Ald. Kunz called the meeting to order at 5:36 p.m.

Ald Ropella entered the meeting at 5:37 p.m.

Minutes: The Committee reviewed the October 23, 2018 meeting minutes. **MSC Stevenson/Grade to approve the October 23, 2018 meeting minutes and place on file, all voting aye.**

Activity & Automatic/Mutual Aid Reports: The Committee reviewed the 2018 year-to-date activity report. Chief Kloehn explained there are 793 calls that are not assigned to a specific incident type in the report. However, the total call volume at the end of the report is correct. This happened when we switched out new Engine 36 and there was an error in our records management report where it unassigned calls that old Engine 36 responded to. We will be fixing these call reports and will bring an updated report to the next meeting. Chief Kloehn reviewed the new mutual/automatic aid report. He explained we continue to not have automatic aid with Appleton since the CAD switch over. Winnebago and Outagamie Counties continue to be in a test mode to get the two systems to communicate with each other. **MSC Stevenson/Sevenich to approve the automatic/mutual air report and place on file, all voting aye.**

Firefighter Hiring: The Committee reviewed the memo from Chief Kloehn to fill an upcoming vacancy due to a retirement at the end of February. **MSC Sevenich/Stevenson recommends the City of Neenah and City of Menasha Common Councils approve filling the vacancy created by a retirement no earlier than February 1, 2019, all voting aye.**

Northeast Technical College Contract: The Committee reviewed the contract with Northeast Technical College. Chief Kloehn explained we currently have a contract with Fox Valley Technical College and this is where we get our interns from. However, enrollment has decreased and we have seen a reduction in interns. We began exploring other options to get more interns. This contract is the result of a new partnership we are developing with Northeast Technical College. We will now have interns from both of the schools. This contract was reviewed by the City Attorneys. **MSC Sevenich/Grade recommends the City of Neenah and City of Menasha Common Councils approve the Fire Science Student Placement Agreement with Northeast Technical College, all voting aye.**

Report

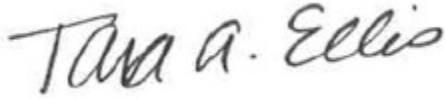
Report



Wisconsin Task Force 1 Contract Extension: The committee reviewed the contract extension with the State of Wisconsin Task Force 1. The last contract was for two years and due to the many changes at Wisconsin Emergency Management putting together a new contract was overlooked. The request is to extend this contract until the end of June to give the State time to develop a new contract. This contract extension is needed in order for members to continue to train and/or be deployed. Chief Kloehn noted the new Labor Agreement with Local 275 reflects the members who attend training will be paid at the reimbursement rate set by the State versus being paid overtime. This saves quite a bit of money. **MSC Stevenson/Boyette recommends the City of Neenah and City of Menasha Common Councils approve the Contract extension for Statewide Structural Collapse Team Members with the State of Wisconsin through June 30, 2019, all voting aye.**

**MSC Boyette/Stevenson to adjourn at 6:10 p.m., all voting aye.**

Respectfully Submitted,



Tara Ellis  
Management Assistant



## **Memorandum**

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**TO:** NMFR Joint Finance & Personnel Committee Members

**FROM:** Kevin Kloehn, Chief

**DATE:** January 3, 2019

**RE:** Firefighter Replacement

We have an anticipated retirement of one of our Fire Officers for February 28, 2019.

In 2017, this Committee directed me to begin exploring replacement of firefighters before they retire versus waiting until after they retire due to the financial impact our Department faces with short shift overtime. Previously, the method of replacing was after people left and put the Department in a position of making tough decisions with cancelling training and other activities in order to maintain staffing.

So far, hiring ahead of time has proven beneficial to our department as it allows us to have someone hired, and trained, before the retiree leaves. This saves us quite a bit of overtime money.

As a reminder, position replacements have go through this Committee and both Common Councils for approval to hire so I am starting this process ahead of time. In addition, we would like to make an offer to someone on our list before we lose them to other departments.

I am asking for consideration and asking to recommend the City of Neenah and City of Menasha Common Councils approve filling the vacancy created by a retirement no earlier than February 1, 2019.

If you have any questions, please feel free to call me at 886-6203. Thank you for your consideration.

KK/te

**NORTHEAST WISCONSIN TECHNICAL COLLEGE  
FIRE SCIENCE STUDENT  
PLACEMENT AGREEMENT**

THIS FIRE MEDIC/SCIENCE STUDENT PLACEMENT AGREEMENT, is made and entered into as of the \_\_\_\_\_ (the "Agreement"), by and between the NORTHEAST WISCONSIN TECHNICAL COLLEGE DISTRICT, a Wisconsin statutory technical college district ("NWTC"), and the Fire Department whose full legal name and principal business address appear below opposite the parties' signatures (the "Fire Department").

WHEREAS, NWTC is a Wisconsin technical college district engaged in the education and training of students enrolled in allied Fire Science and Fire Medic instructional programs, which programs necessarily rely on and include practical, observation and participation in Fire Medic/Science and emergency facilities as a material component of the relevant curriculum;

WHEREAS, the Fire Department recognizes a need for an available workforce of well-trained graduates of Fire Science and Fire Medic programs who have obtained field observation and practical experience within Fire Science and emergency facilities actively engaged in delivering Fire Science services;

WHEREAS, NWTC maintains Fire Medic and Fire Science programs that include placement of students in Fire Departments for purposes of observation and practical experience including, but not limited to, the opportunity to "ride along" with emergency personnel;

WHEREAS, the Fire Department maintains and operates certain emergency medical facilities suitable for and engaged in providing Fire Science services which are valuable to NWTC's curriculum, the Fire Department desires to make such facilities and staff available to NWTC for instructional purposes, and NWTC desires to place its students with the emergency operations to be provided by Fire Department on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements and covenants made herein, and other good and valuable consideration which the parties deem sufficient, NWTC and the Fire Department agree as follows:

**A. INTRODUCTION**

1. NWTC Instructional Program. This Student Placement Agreement shall apply to, and govern the placement of, those NWTC students enrolled in, and seeking field placements regarding, the instructional program designated in attached **Exhibit A** (the "Program").

2. The Fire Department. With regard to the Program, the Fire Department shall make its department, or other Fire Science Fire Department(ies) identified in attached Exhibit B (the "Site") available to NWTC for the education, training and temporary field placement of Program students.
3. Program Contacts. The principal contact for NWTC regarding the Program students placed at the Site hereunder and the principal contact for the Fire Department regarding the students placed at the Site hereunder are designated on attached Exhibit C.

## **B. OBLIGATIONS OF NWTC.**

1. Compliance With Accreditation Standards. NWTC shall be solely responsible for developing, offering and implementing an educational curriculum in the Program, which shall be approved by the Wisconsin Technical College System Board and shall provide basic required classroom and field instruction consistent with (i) the standards of all applicable professional accrediting bodies and (ii) applicable federal, state and/or local laws and regulations.
2. Basic Classroom and Field Instruction. All Program students placed at the Fire Department shall first have satisfactorily completed all prerequisite classroom instruction. NWTC shall develop and implement the Program students' curriculum in its sole discretion, and shall have exclusive responsibility for developing the Program objectives, admitting (or rejecting) qualified students to the Program, providing instructional faculty, scheduling and monitoring field rotations by students, maintaining all permanent student records, assessing student performance and grading, and generally providing basic Program oversight and management.
3. NWTC Faculty. NWTC shall provide such faculty, adjunct faculty, instructional staff and/or supervisory personnel as the Fire Department and NWTC may agree upon from time to time.

## **C. OBLIGATIONS OF NWTC REGARDING PROGRAM STUDENTS.**

1. HIPAA Compliance. NWTC and the Fire Department agree that the conduct of NWTC instructors/students, when instructors/students are placed with the Fire Department and are engaged in the performance of duties for the Fire Department, is under the direct control of the Fire Department, and these instructors/students are members of the Fire Department's workforce for HIPAA purposes, as defined in 45 C.F.R. § 160.103, under these circumstances. NWTC instructors/students will comply with all policies, procedures, laws, and regulations of the Fire Department which have been communicated to the instructor/student.
2. Student Health Screening. Prior to assigning any Program student to a field placement at the Site, NWTC shall determine that such students have been tested and passed all necessary health screening measures reasonably required by the Fire Department, consistent with the Fire Department's own health screening requirements of its own staff

and employees, according to information provided to NWTC by the Fire Department. Program students shall have received all vaccinations, immunizations and/or other preventative measures reasonably required by the Fire Department, or under applicable law.

3. **Caregiver Background Checks.** Prior to assigning any Program student or Program instructional staff to a field placement with the Fire Department (involving patient contact or which requires a "Caregiver Background Check" under Wisconsin law, including Wis. Admin. Code Chapter HFS 12), NWTC, itself or by a contractor or agent hired by it, shall perform a Caregiver Background Check which shall include (i) obtaining a completed State of Wisconsin "Background Information Disclosure" form and (ii) conducting a Criminal Records Check. If such background check indicates a criminal conviction or pending criminal charges constituting a "permanent bar" or "bar pending rehabilitation," NWTC shall not place such student, faculty and/or staff member subject to bar with the Fire Department. If the background check reveals a conviction or pending charges of a crime which is not a "permanent bar" or "bar pending rehabilitation," NWTC shall inform the Fire Department thereof, which shall determine in its sole discretion whether the conviction or pending charge(s) are substantially related to the care of the Fire Department's patients or clients. Written records regarding Caregiver Background checks shall be (i) maintained at all times by NWTC, (ii) provided, upon request to the Fire Department, and (iii) carried by each NWTC student, faculty or staff member while at the Site. The Caregiver Background Check shall be conducted at NWTC's or the student's cost. Caregiver Background checks completed by NWTC or its students for participation in other instructional programs within 3 months before the date the student would be assigned to the Program shall be recognized by the Fire Department and sufficient hereunder. NWTC shall immediately notify the Fire Department in writing if NWTC determines with reasonable certainty that any NWTC student, faculty or staff member at the Site pursuant to this Agreement may be or becomes subject to a "bar."
4. **Student Discipline: Withdrawal.** NWTC shall be responsible for maintaining the discipline, demeanor, and academic and professional conduct of students in the Program. Failure to observe the Fire Department's written policies, rules and regulations which have been previously communicated to NWTC (in writing) and its students (in writing or orally) may constitute grounds for termination of a student's field placement privileges, and NWTC may be requested by the Fire Department to terminate such student(s). The following may be grounds for student withdrawal: (i) repeated failure to maintain Caregiver Background Check documentation, (ii) repeated failure to follow Fire Department policies and procedures which have been communicated to the student, (iii) the existence of health conditions which pose a material risk (in the judgment of the Fire Department staff) to Fire Department patients with whom the student may have contact, and (iv) repeated failure to maintain adequate performance in the field placement. The foregoing are examples only, and do not limit NWTC's right to terminate student participation or the Fire Department's right to request the same.
5. **Student Status.** NWTC students participating in the "ride-along" or other operations with the Fire Department shall not be deemed employees of the Fire Department, and shall

receive no compensation for services they may provide. NWTC students may from time to time provide economically valuable services, but are engaged exclusively in an educational Program, solely for educational purposes, and the Fire Department shall not substitute students for, or support regular Site staffing requirements with, students.

6. Resolution of Conflicts in Favor of Patient Care. The Fire Department may in its sole discretion limit educational access to any NWTC students who do not meet the Fire Department's standards generally applicable to its employees for safety, health screening, professional conduct or ethical behavior. The Fire Department may resolve any conflict involving a student or the Program in favor of the Fire Department's patients' welfare, and restrict student involvement to observation.

#### **D. OBLIGATIONS OF THE FIRE DEPARTMENT.**

1. The Fire Department maintains full responsibility and authority for patient care at all times.
2. Provide Field Experiences. The Fire Department shall provide reasonable access to practical field experiences for the Program students, in a supervised and controlled setting. The field experiences shall be substantially related to the Program curriculum described at Exhibit B, and shall supplement and enhance the students' basic classroom instruction. Field experiences may include without limitation, access and exposure to (i) sources of relevant information for educational purposes; (ii) the Fire Department's procedure guides, policy manuals and physical facilities (including instrumentation, fire equipment, etc.); (iii) standard field references; (iv) the Fire Department's Fire staff, subject to staff availability.
3. Educational Support Facilities. Subject to availability, the Fire Department shall make available for educational purposes, meeting or conference rooms or other appropriate areas where groups of Program students may hold discussions, small group instructional sessions, and shall permit use of such supplies and equipment as are commonly available for safe Fire prevention and extinguishing practices.
4. Fire Department Staff Involvement. Subject to their availability, and as the Fire Department and NWTC's faculty and instructional staff assigned to the Program may agree from time to time, the Fire Department shall make its staff available to Program students for (i) educational question/answer sessions with students and NWTC faculty, (ii) giving verbal feedback as appropriate regarding student field performance, (iii) providing direct supervision of students in conjunction with NWTC faculty, and (iv) providing appropriate field experiences for students to gain practical Fire Science experiences consistent with the Program curriculum and instructional plans set forth by NWTC.
5. Fire Department Accreditation. At all times during the term of this Agreement, the Fire Department shall maintain the highest appropriate professional standards of care, maintain properly licensed and trained field staff, maintain the Site as a field Fire Department for instruction regarding an accredited Program, and integrate the students where appropriate into the Fire Science services being provided by the Fire Department.

6. Disclosure of Policies, Rules and Regulations. Prior to student placement with the Fire Department, the Fire Department shall provide NWTC faculty in charge of the Program with written copies (or precise references to standard field references) of, and generally inform NWTC regarding, applicable (i) Fire Department policies and procedures, (ii) applicable federal, state, and/or local laws and governmental regulations, and (iii) Fire Department rules and regulations, which in each case may affect the Program students during their field placement.
7. Orientation. The Fire Department shall provide Program students a general orientation, overview, and introduction to the Site, and to the conditions of patients generally treated therein in order to safeguard patient welfare and assist the students in gaining practical skills and confidence.

#### **E. GENERAL PROVISIONS.**

1. Term and Termination. The initial term of this Agreement shall be a two year term, commencing on May 18, 2016 and ending on July 31, 2016. This Agreement shall automatically renew for successive terms of two (2) years unless either party shall elect to not renew, and shall serve written notice upon the other party no less than ninety (90) days prior to the end of a term. Either party may terminate this Agreement upon a material breach of this Agreement which continues, uncured for a period of thirty (30) days following the non-breaching party's delivery of written notice to the breaching party; provided, however, that if cure cannot be practically accomplished with such 30 day period and the breaching party has promptly commenced cure with such 30 day period and diligently pursue cure thereafter, such 30 day period shall be extended for an additional period of up to 30 days. Notwithstanding anything in this Paragraph or the Agreement to the contrary, upon any termination of this Agreement, NWTC shall be permitted to maintain and complete the then effective Program student placements through the applicable current academic term, and the Fire Department shall cooperate with and permit existing field rotations for Program students already placed sufficiently with the Fire Department. This agreement supersedes any 'ride along' Student Placement agreements previously in place between the parties.
2. Insurance. At all times during the term of this Agreement, each party shall maintain in full force and effect, commercial general and professional liability insurance covering each of its employees and agents against general and medical professional liability claims. Such coverage shall be in the minimum amount of \$1,000,000 per occurrence for commercial general liability and \$2,000,000 per claim or occurrence for professional liability. Fire Department agrees to list NWTC as an additional insured on all commercial general liability insurance policies maintained for this purpose. Each party shall provide the other party with a certificate of insurance evidencing these coverages prior to the commencement of the contract. NWTC requires 30 day written notice of cancellation, non-renewal or material change in the Facility's insurance coverage(s).

## 2. Indemnification.

- (a) Fire Department shall and hereby does agree to indemnify, defend and hold harmless NWTC, including without limitation its trustees, faculty, administrators, employees, instructors, students, agents, and their respective successors and assigns, from and against any loss, liability, claim, obligation, damage, deficiency, cost or expense (including reasonable actual attorneys' fees) resulting from, arising out of or in any way connected with (i) Fire Department's (including without limitation its administrators', medical staffs', employees' and/or agents') negligent act(s) or omission(s) or intentional wrongdoing occurring in the course of Fire Department's performance hereunder, or (ii) Fire Department's material breach of any term, condition or provision of this Agreement.
- (b) NWTC shall and hereby does agree to indemnify, defend and hold harmless Fire Department, including without limitation its officers, administrators, employees, agents, and their respective successors and assigns, from and against any loss, liability, claim, obligation, damage, deficiency, cost or expense (including reasonable actual attorneys' fees) resulting from, arising out of or in any way connected with (i) NWTC's (including without limitation its administrators', faculty's, employees' and/or agents') negligent act(s) or omission(s) or intentional wrongdoing occurring in the course of NWTC's performance hereunder, or (ii) NWTC's material breach of any term, condition or provision of this Agreement.

## 3. Dispute Resolution: Mediation; Arbitration.

- (a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof first shall be submitted to mediation between the parties, facilitated by a professional mediator mutually acceptable to the parties. (If the parties cannot agree upon a mediator within 30 days of initial notice of a dispute subject to this paragraph, each party shall nominate a proposed mediator, who shall in consultation with the other party's proposed mediator, select a third mediator to alone hear the dispute as soon as possible thereafter).
- (b) If a dispute cannot be resolved or settled within 60 days following submission of the dispute to mediation, it shall be settled by arbitration in accordance with the rules of the Commercial Arbitration Rules of the American Arbitration Association then in effect on the date of this Agreement or such other process as may be agreed to by the parties. Any arbitration proceeding held pursuant to this paragraph shall be held in Green Bay, Wisconsin, unless another site is agreed upon by the parties hereto. The arbitration shall be the sole and exclusive forum for resolution of the dispute or controversy, and the award shall be final and binding. The fees and costs of the arbitration shall be borne by the losing party, or as otherwise directed by the arbitrator. Failure to timely pay required arbitration fees, if any, shall constitute default by the non-paying party. The parties shall promptly negotiate in good faith to appoint a single arbitrator who shall be disinterested in the dispute or controversy and shall have no connection to either party. If the parties are unable to agree on an arbitrator within 10 days of the



demand for arbitration or the date the mediation fails, whichever is sooner, they shall each select an arbitrator who shall select a third arbitrator and the third arbitrator shall serve as sole arbitrator of the dispute. The arbitration proceeding shall proceed to a final award within not more than 180 days following submission of the dispute to the arbitrator so selected.

(c) The arbitrator shall arbitrate the dispute and interpret this contract in accordance with the domestic laws of the State of Wisconsin, without regard to the principles of conflicts of laws thereunder. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction over the parties hereto. The award shall be made and shall be payable in United States dollars free from any tax or any other deduction.

5. Force Majeure. No failure or delay in the performance of the obligation of NWTC or Fire Department under this Agreement shall be deemed a breach of the Agreement or create any liability therefore if the failure or delay in performance is due to any cause or causes beyond the control of the parties, including, without limitation, strikes, work stoppages, accidents, shut down or delay of suppliers, governmental order fires, explosions or other acts of God, theft, embargoes, loss or delay in transit, inability to secure transportation facilities or contingencies arising out of or due to national defense activities war or emergency conditions. In the event of any such failure or delay or other nonperformance on the part of the parties, they shall have the right to cancel or defer performance under this Agreement in their complete discretion without liability, and such cancellation and/or deferral shall not affect the right of the party to recover amounts due hereunder for services provided except that, in all events hereunder the Fee shall be reduced in accordance with the loss of services. This paragraph shall not be construed to extend any cure period set forth in Section E1.

6. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received in all respects on the date it is personally delivered or one (1) day after being sent by reputable overnight courier or two (2) business days after deposit in the United States mail, certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth below or at otherwise designated by such party to the other in writing:

If to NWTC: Northeast Wisconsin Technical  
College Attn: Dean -Public Safety  
2740 West Mason Street  
P.O. Box 19042  
Green Bay, WI 54307-9042  
Tel.: 920-498-5679

If to Fire Department: Neenah-Menasha Fire Rescue  
Attn: Assistant Chief Peglow  
125 E. Columbian Ave  
Neenah, WI 54956  
920-886-6200

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter herein, and all prior agreements and understandings, whether written or oral, are merged herein and made a part hereof. No amendment, waiver or modification hereof shall be valid or given effect unless in writing, signed by both parties. All Exhibits, Schedules, Annexes or other documents referenced herein shall be incorporated into this Student Placement Agreement as if set forth fully herein.
8. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other.
9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provision hereof which shall remain valid and enforceable to the fullest extent permitted by law.
10. Waiver of Breach. The waiver by either party of the breach by the other party of any provisions of this Agreement shall not be deemed a waiver of any subsequent breach.
11. Section Headings. The headings in the Agreement are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this Agreement.
12. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which shall bind each party hereto at such time as the same or a different counterpart has been signed by the other party for whom a signature space is hereafter provided even though both parties shall not have executed the same counterpart. This Agreement may be executed by facsimile. Each of the individuals executing this Agreement on behalf of a party, respectively, represents and warrants to the other that the individual has all power and authority necessary to bind the party hereto.
13. Independent Contractors. The parties are independent contractors, each acting as an independent entity with the ability to direct and control the performance of their respective obligations hereunder, subject to the terms and conditions of this Agreement. Nothing in this Agreement, or in the course of dealing between the parties hereunder, shall be construed to constitute the parties as partners, joint ventures or agents for one another; or as authorizing either party to obligate the other in any manner. Neither party shall represent itself, directly or by implication, to (i) be an employee, agent, partner or joint venture of the other, or (ii) in any manner to have power or authority to create any obligation on behalf of the other.

IN WITNESS WHEREOF, the parties have caused this Fire Science Student Placement Agreement to be executed as of the day, month and year written above.

**"FIRE DEPARTMENT"**

Neenah-Menasha Fire Rescue  
125 E. Columbian Ave.  
Neenah, WI 54956

**"NWTC"**

NORTHEAST WISCONSIN  
TECHNICAL COLLEGE

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

John Flannery  
Associate Dean, Public Safety Department

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tel.: (920) 886-6200

Tel.: 920-498-6262

Fax: (920)886-6208

(920 Fax: 920-498-5673

Email: \_\_\_\_\_

Email: john.flannery@nwtc.edu

**INCORPORATED EXHIBITS TO BE ATTACHED:**

- Exhibit A: Program
- Exhibit B: Fire Department
- Exhibit C: Principal NWTC and Fire Department Contacts

**NORTHEAST WISCONSIN TECHNICAL COLLEGE  
FIRE SCIENCE STUDENT  
PLACEMENT AGREEMENT**

**Exhibit A:** The NWTC instructional Program(s) subject to this Student Placement Agreement are:

EMT (Emergency Medical Technician)  
Advanced EMT (Advanced Emergency Medical Technician)  
Paramedic  
Fire Medic  
Fire Science

**Exhibit B:** The address (or other specifically identifying information) regarding the Fire Science or other Fire Department(ies) (clinics, hospitals, nursing homes, Fire Stations, etc.) at which Program students will be placed are:

Ashwaubenon Public Safety  
2155 Holmgren Way  
Green Bay, WI 54304

**Exhibit C:**

Principal NWTC contact:

Elizabeth Paape, DEAN

Principal Fire Department contact:

Elizabeth Paape

Name (Please print clearly)

(920)498-5679

PhoneNumber

Program information Website links:

Fire Medic [www.nwtc.edu/firemedic](http://www.nwtc.edu/firemedic)

Fire Science [www.nwtc.edu/firescience](http://www.nwtc.edu/firescience)



**STATE OF WISCONSIN**  
**DEPARTMENT OF MILITARY AFFAIRS**  
**DIVISION OF EMERGENCY MANAGEMENT**

Brian M. Satula  
Administrator

Scott Walker  
Governor

December 20, 2018

VIA ELECTRONIC

To All WI-TF1 Partners and Sponsoring Municipalities:

With your written agreement and concurrence, the existing Contract for Statewide Structural Collapse Team Members will be duly extended until June 30, 2019. This will allow an opportunity to revise and modify contractual language and address reimbursement concerns.

All terms and conditions of the current contract will continue in full force and effect until June 30, 2019.

Thank you for your support and dedication in providing hazardous materials response services to the citizens and state of Wisconsin.

Sincerely,

Brian M. Satula  
Administrator

Cc: Maj Gen Donald P. Dunbar, The Adjutant General

**AGREEMENT AND CONCURRENCE:**

I, the undersigned, give my agreement and concurrence to extend the Contract for Statewide Structural Collapse Team Members with my municipality until June 30, 2019.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Municipality

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EXTENDED CONTRACT FOR  
STATEWIDE STRUCTURAL COLLAPSE  
TEAM MEMBERS**

**JANUARY 1, 2017 THROUGH DECEMBER 31, 2018**

Between

**STATE OF WISCONSIN  
DEPARTMENT OF MILITARY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT**

And

**CITY OF \_\_\_\_\_, WISCONSIN**

DATE: December 31, 2016



**EXTENDED CONTRACT FOR STATEWIDE STRUCTURAL COLLAPSE  
TEAM MEMBERS**

**1.0 General Contract Information**

1.1 **Parties:** This extended contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management (hereinafter "Division") and the \_\_\_\_\_ Fire Department, City of \_\_\_\_\_, Wisconsin (hereinafter "Contractor") for the provision of Statewide Structural Collapse Team members as described herein and authorized under 2009 Wisconsin Act 43, as codified in §323.72 of the Wisconsin Statutes and as further amended.

1.2 **Recitals:** WHEREAS, in order to protect life and property against the dangers of emergencies involving a catastrophic incident, the Division may assign and make available for use in any county, city, or district, a Statewide Structural Collapse Team.

WHEREAS, the Division desires to enter into this Agreement with Contractor for the provision of team members to serve on one of three statewide platoons comprising the Statewide Structural Collapse Team, and Contractor desires to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a structural collapse incident involving a hazardous substance, which is the responsibility and shall remain the sole obligation of the Wisconsin Department of Natural Resources under §§292.11 and 323.60(4), Wis. Stats.

1.3 **Contract Term:** This Agreement shall continue for 2 years commencing January 1, 2017 through December 31, 2018.

**2.0 Definitions**

2.1 **Definitions:** The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the following:

- Exhibit A      Standard Terms and Conditions
- Exhibit B      Certificate of Protection in Lieu of an Insurance Policy (as Applicable to Contractor)

State means the State of Wisconsin.

Department means the State of Wisconsin, Department of Military Affairs.

Division means the Division of Emergency Management.

Contractor means the City of \_\_\_\_\_ Fire Department, City of \_\_\_\_\_, Wisconsin by which Statewide Structural Collapse Team members will be provided under

this Agreement. Under §323.72(1), Stats., the Division may only contract with local agencies as defined in §323.70(1)(b), Stats.

Local Agency has the meaning under §323.70(1)(b), Stats.

Responsible Party means the person(s), as defined in §323.72(3)(a) and (b), Stats., who possessed or controlled a structure that was involved in the structural collapse or the person who caused the structural collapse which caused the emergency to which Contractor has responded.

Regional Emergency All-Climate Training Center (REACT) is a training facility owned by the State of Wisconsin, Department of Military Affairs and operated by the Division of Emergency Management.

Structural collapse means an incident involving all types of construction with emergency response activities that include expertise in 1) evaluating existing and potential conditions at structural collapse incidents; 2) recognizing unique collapse or failure hazards; 3) conducting search operations intended to locate victims trapped inside and beneath collapse debris; 4) accessing victims trapped inside and beneath collapse debris; 5) performing extrication operations involving packaging, treating, and removing victims trapped within and beneath collapse debris; and 6) stabilizing the structure. Structural collapse may include urban search and rescue.

Structural Collapse Team Member means an individual provided by Contractor serving as a team member on one of three platoons comprising the Statewide Structural Collapse Team to provide statewide structural collapse emergency response that meets the standards under the National Fire Protection Association standards NFPA 1001 and 1670, as further amended.

Statewide Structural Collapse Team Platoon means a component of the Statewide Structural Collapse Team made up of team members provided by the Contractor and/or designated employees of the Contractor who are expected to respond to, control, and/or stabilize the actual or potential incident.

Urban Search and Rescue (US&R) involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. Urban Search and Rescue is considered a "multi-hazard" discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.

Urban Search and Rescue Task Force (US&R Task Force) is a team of individuals comprised of firefighters, engineers, medical professionals, canine/handler teams and incident managers with highly specialized training in urban search and rescue.

WI Task Force 1 Urban Search & Rescue (WI-TF1) means the name of the Statewide Structural Collapse Team.

### **3.0 Statement of Work**

- 3.1 **Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide statewide structural collapse team members for the three statewide platoons comprising the Statewide Structural Collapse Team (also known as WI-TF1).

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation of activities arising from catastrophic incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

WI-TF1 shall establish safety perimeters at or near sites and vessels. WI-TF1 shall not be required to locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the urban search and rescue services to be provided, but Contractor and Division shall respond to the best of its abilities, subject to the terms of this Agreement.

- 3.2 **Performance Conditions:** Contractor acknowledges that it shall demonstrate to the Division that its employees designated as structural collapse teams members, urban search and rescue equipment, and associated vehicles meet or exceed applicable NFPA training standards and any regulatory requirements.
- 3.3 **Personnel:** Contractor shall provide qualified and competent personnel as identified by Contractor and designated by the Division as is reasonably necessary to operate within the safety levels of a statewide structural collapse team. Contractor understands and agrees that identified team members will meet applicable training standards and certifications at the time they are identified by Contractor to serve as members of WI-TF1.
- 3.4 **Vehicles and Equipment:** If the Division requests vehicles and equipment from the Contractor, it shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may retain urban search and rescue equipment and vehicles provided by grant funding through the Division for Contractor's local use, however, Contractor agrees that in the event of multiple responses, said equipment which is already not committed to a prior response shall be used on a priority basis to respond to an incident.
- 3.5 **Vehicle and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements, or other contracts under local authority.
- 3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local

fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor and Division agree that WI-TF1 or components of the task force may be utilized for any incident for which its members are trained and qualified, including wide area search incidents. It is recognized that the Statewide Structural Collapse team created under § 323.72 Wis. Stats. is organized as an Urban Search and Rescue Task Force and its capabilities are not limited to structural collapse.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to Standard Operating Guidelines provided in Subsection 3.8 herein.

- 3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Contractor may decline a request for a Statewide Structural Collapse Team emergency response.
- 3.8 **Standard Operating Guidelines:** Contractor and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Guidelines and "Call-Out Procedure" that will be mutually approved by the parties to this Agreement. Contractor agrees and understands that it shall not self deploy structural collapse teams members to a catastrophic incident. The Division shall notify Contractor of the need for structural collapse team member deployment and the need for mustering a platoon of WI-TF1 at the REACT.

#### 4.0 Training Costs and Reimbursement for Emergency Response

There are two types of Contractor costs under this Agreement: (1) Required Training Costs, and (2) Team Response Costs. Each of these costs are discussed more fully below.

- 4.1 **Required Training Costs:** Under §323.72(1), Stats., team personnel shall be trained and certified to the standards under the National Fire Protection Association standards NFPA 1001 and 1670, as further amended. As a condition of this Agreement, Contractor agrees that all team personnel shall attend urban search and rescue training and refresher training at the Regional Emergency All-Climate Training Center (REACT), which is owned and operated by the Division or at a location pre-approved in writing by the Division. The urban search and rescue and refresher training shall be a minimum of eighteen (18) hours per team member per annum. Additional specialty training is available at REACT. All team personnel attending training at REACT shall be in a non-duty status with Contractor. To facilitate planning for required training, the REACT training schedule shall be posted at minimum of twelve months in advance. This does not include specialized training which may be made available to team personnel with less advance notice. Required urban search and rescue training will be in accordance with the WI-TF1 Attendance Policy. Any

team personnel who have not attended or completed the required training will not be allowed to respond under the scope of this Agreement. Team personnel shall also keep current any state required certifications. The Division shall maintain all urban search and rescue and refresher training records on each team member for training received at REACT.

- 4.2 **Team Response Costs and Reimbursement:** Under §323.72(2), Stats., the Division shall reimburse the Statewide Structural Collapse Team for costs incurred by the team in responding to an emergency involving a structural collapse incident if the team determines that a structural collapse emergency requiring a response existed. Reimbursement is limited to amounts collected from the responsible person(s) as defined in §323.72(3) (a) and (b), Stats. Reimbursement under this subsection is available only if the Statewide Structural Collapse Team has identified the person who is required to reimburse the Division and provided that information to the Division. Further, Contractor shall comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s).

A person shall reimburse the Division for costs incurred by the Statewide Structural Collapse Team in responding to an emergency if the team determines that an emergency requiring the team's response existed and that one of the following conditions applies:

- (1) The person possessed or controlled a structure that was involved in the structural collapse.
- (2) The person caused the structural collapse.

In the event a responsible person has been identified, Contractor shall be reimbursed for reasonable and necessary Team member response costs incurred in responding to a catastrophic incident under this Agreement. Such Team response costs may include, but are not limited to:

- (1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-established rates.
- (2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at \$45.00 per hour per deployed team member. During an emergency deployment, this shall be calculated as portal to portal.
- (3) Backfill expenses: Contractor's personnel backfill expenses to cover deployed team members are reimbursable at the Contractor's actual cost.
- (4) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the

Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

- 4.3 **Minimum Contract Payment for Training Costs:** This Agreement shall have a minimum contract payment for training costs based upon \$45 per hour for the minimum of eighteen (18) hours per team member per annum in accordance with the WI-TF1 Attendance Policy. Payment for training costs will be made to Contractor on a quarterly basis. The payment will be determined by the actual hours of Division-approved training received by Contractor's team members during that quarter multiplied by \$45 per hour. In addition to the minimum contract payment, the Division will pay for enhanced training for specialty job assignments for team members as well as logistical and administrative support as determined and approved in advance by the Division. The minimum contract payment for training does not, however, include Contractor's team response costs as specified in Subsection 4.2 of this Agreement. Contractor's personnel backfill expenses to cover team members in training status are not reimbursable.

No additional Contractor payment or reimbursement shall be paid or any additional demands placed on Contractor under this Agreement unless otherwise specifically agreed to by the Division and the Contractor, and upon written amendment to this Agreement. The Division's reimbursement(s) shall be full payment for services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of team response costs except where partial payment has been made due to limitations as set forth above.

- 4.4 **Billing System for Division Reimbursement of Team Response Costs:** Contractor will provide an invoice for its team member response costs to the Division within ten (10) working days of the response. The Division will not bill responsible person(s) unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall contain such documentation as is necessary to support the Division's cost-recovery operations and financial audits. The Division agrees to bill responsible person(s) for the WI-TF1 response costs. Team response costs include such items as vehicle and equipment use, expendables and personnel costs. In addition, Division administrative costs may be billed as part of the emergency costs. Further, Contractor shall comply with all Division-approved procedures and/or duly enacted Administrative Rule(s).

The Division shall bill identified responsible person(s) within sixty (60) days of receipt of Contractor's invoice. Contractor's team response costs shall be collected by the Division from the responsible person(s) before any payment is made to the Contractor. Contractor agrees to cooperate with the Division as is reasonable and necessary in order to allow the Division to bill third parties and pursue cost recovery actions.

- 4.5 **Approval:** The Division shall notify Contractor of the need for structural collapse team member deployment and the need for mustering a platoon of WI-TF1 at the REACT. Contractor agrees and understands that it shall not self deploy structural collapse teams members to a catastrophic incident. Contractor may deploy structural collapse team

members directly to an ongoing catastrophic incident at the request of the Division. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Party and/or Division expenses.

- 4.6 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution for any Public Employees Retirement Withholding System benefit(s). Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.
- 4.7 **Worker's Compensation:** A member of the Statewide Structural Collapse Team who is acting under the scope of this Agreement is an employee of the State for purposes of Worker's Compensation under §323.72(4) of the Wisconsin Statutes.
- 4.8 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due, and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due, and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.
- 4.9 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a catastrophic incident emergency except as approved and authorized under this Agreement.

## 5.0 Liability and Indemnity

- 5.1 **Scope:** During operations authorized by this Agreement, Contractor and members of the Statewide Structural Collapse Team shall be agents of the State of Wisconsin for purposes of §895.46(1), Stats. For the purposes of this Article, operations means activities, including travel, directly related to a particular emergency response involving a catastrophic incident by the Statewide Structural Collapse Team. Operations also include advanced training activities provided under this Agreement to members of WI-TF1, but does not include travel to and from the training.
- 5.2 **Civil liability exemption; regional emergency response teams and their sponsoring agencies:** Under §895.483(4), Wis. Stats., a regional structural collapse team, a member of such a team, and a local agency, as defined in s. §323.70 (1) (b), that contracts with the division of emergency management in the department of military affairs for the provision of a regional structural collapse team, are immune from civil liability for acts or omissions related to carrying out responsibilities under a contract under §323.72 (1), Stats.
- 5.3 **Contractor Indemnification of State:** When acting as other than an agent of the Division under this Agreement, and when using the State's or Division's vehicles or equipment, the Contractor shall indemnify, defend and hold harmless the State, Division,

its officers, Divisions, agents, employees, and members from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees.

## 6.0 Insurance Provisions

- 6.1 **Public Liability and Property Damage Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit B". The Certificate is required to be presented prior to commencement of this Agreement.

- 6.2 **Automobile Liability:** Contractor and team members shall obtain and keep in effect motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability, bodily injury and property damage insurance mentioned in Subsection 6.1. Minimum coverage limits shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit B". The Certificate is required to be presented prior to commencement of this Agreement.

- 6.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the Division.

- 6.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement. The insurance certificate is required to be presented prior to commencement of this Agreement.

## 7.0 Standard Contract Terms, Conditions and Requirements

- 7.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between the Statewide Structural Collapse Team, the State or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest



with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interest of the State.

Contractor agrees as part of this contract for services that during performance of this contract, they will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

- 7.2 **Dual Employment:** §16.417 of the Wisconsin Statutes, prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 7.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.
- 7.4 **Conflict of interest:** Private and non-profit corporations are bound by §180.0831 and §181.225 Wis. Stats., regarding conflicts of interest by directors in the conduct of state contracts.
- 7.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles, and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 7.6 **Hold Harmless:** The Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin shall be held harmless in any disputes the team and/or fire department may have with their employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.
- 7.7 **Termination of Agreement:** The Division and/or Contractor may terminate this Agreement at any time **for cause** by delivering one hundred twenty (120) days written notice to the other Party. Upon termination, the Division's liability will be limited to the pro rata cost of the training costs provided under Subsection 4.1 as of the date of termination plus expenses incurred with the prior written approval of the Division. Upon termination, Contractor will refund to the Division within one hundred twenty (120) days of said

termination pro rata training payments made hereunder by the Division to the Contractor.

Contractor may terminate this Agreement **at will** by delivering one hundred twenty (120) days written notice to the Division. In the event the Contractor terminates this Agreement for any reason whatsoever, it will refund to the Division within one hundred twenty (120) days of said termination all payments made hereunder by the Division for training costs, under Subsection 4.1, provided to the Contractor for the contract year in which the termination occurs based in proportion to the number of days remaining in the contract year.

The Division may terminate this Agreement **at will** effective upon delivery of written notice to the Contractor, under any of the following conditions:

- (1) If funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training, the Agreement may be modified to accommodate a reduction or increase in funds.
- (2) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.
- (3) If any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Section 5.0 will be limited to events occurring during the term of this Agreement.

7.8 **Cancellation:** The State of Wisconsin reserves that right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Contractor to comply with the terms, conditions, and specifications of this Agreement.

7.9 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for contract performance whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

Contractor shall file with the Department of Military Affairs quarterly reports of purchases of such supplies and services necessary for the implementation of this Agreement.

- 7.10 **Executed Contract to Constitute Entire Agreement:** The contents of the Agreement including Exhibits and additional terms agreed to, in writing, by the Division and the Contractor shall become a part of the Agreement herein. The written Agreement with referenced parts and attachments shall constitute the entire Agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to, in writing, by the contracting authority.
- 7.11 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.
- 7.12 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which may in any manner affect the work or its conduct.
- 7.13 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 7.14 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
- 7.15 **Force Majeure:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war which is beyond that party's reasonable control.
- 7.17 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees and members. Such reports shall be directed to:

ATTN: Administrator  
Division of Emergency Management  
DMA Wisconsin  
PO Box 7865  
Madison, WI 53707-7865  
Telephone #: (608) 242-3232  
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of Legal Counsel, WING-LGL  
WI Dept. of Military Affairs  
PO Box 8111  
Madison, WI 53708-8111

- 7.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 7.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division and Contractor.
- 7.19 **Approval Authority:** Contractor's representative(s) certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.
- 7.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon one hundred twenty (120) days prior written notice, terminate this contract if funds are not available.
- 7.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, State, or Contractor shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- 7.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 7.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained any previous correspondence from the Division, it is agreed between the parties that the language in this Agreement shall prevail.

**Approving Signatures:**

**ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2016**

**\_\_\_\_\_  
Brian M. Satula, Division Administrator**

**Minutes of the Board of Public Works Meeting  
Tuesday, January 8, 2019 – 12:00 p.m.  
Hauser Room**

**MEMBERS PRESENT:** Mayor Kaufert, Director of Finance Easker, Director of Community Development & Assessment Haese, Aldermen Bates and Hillstrom. City Attorney Godlewski and Director of Public Works Kaiser were excused.

**ALSO PRESENT:** City Clerk Sturn, Director of Parks & Recreation Kading, Water Utility Dir. Mach and Forrest Bates.

Chairman Kaufert called the meeting to order at 12:00 p.m.

**MINUTES:** MSC Hillstrom/Easker to approve the minutes from the December 11, 2019 Board of Public Works meeting, all voting aye.

**APPEARANCES:** None.

**UNFINISHED BUSINESS:** None.

**NEW BUSINESS:**

**Park & Recreation:**

**Change Order No. 1 for Washington Park Phase II:** Dir. Kading requested approval of Change Order No. 1 for Washington Park Phase II to R & R Wash Materials in the amount of \$3,322.44. He summarized the final quantity adjustments: total additions \$9,522.39; total deducts \$6,199.95; and total project increase \$3,322.44. **MSC Haese/Bates to approve Change Order No. 1 for Washington Park Phase II to R & R Wash Materials in the amount of \$3,322.44, all voting aye.**

**Final Pay Request for Washington Park Phase II:** Dir. Kading requested approval of the Final Payment for Washington Park Phase II to R & R Wash Materials in the amount of \$2,050.41. Staff recommends withholding \$2,000 retainage until spring 2019 to ensure that site restorations and seeding takes hold. **MSC Haese/Easker to recommend Council approve the Final Payment for Washington Park Phase II to R & R Wash Materials in the amount of \$2,050.41, holding \$2,000 retainage until spring 2019 when site restoration and seeding takes hold, all voting aye.**

**Water Department:**

**Pay Request No. 1 for the Towerview Drive Elevated Tank Reconditioning:** Dir. Mach requested approval of Pay Request No. 1 for the Towerview Drive Elevated Tank Reconditioning from L.C. United Painting Co., Inc. in the amount of \$222,730.50. The completion date is June 19<sup>th</sup>. Project engineers Ruekert & Mielke inspected the work. We should be in good shape for the next 20 years. This is their first pay request which is for the

majority of the work. There will be one small pay request one the liens are waived. At that time, Dir. Mach indicated he will bring the final payment before Board. **MSC Haese/Hillstrom to approve Pay Request No. 1 for the Towerview Drive Elevated Tank Reconditioning from L.C. United Painting Co., Inc. in the amount of \$222,730.50, all voting aye.**

**MSC Bates/Hillstrom to adjourn at 12:17 p.m., all voting aye.**

Respectfully Submitted,

  
Patricia A. Sturn  
City Clerk







PETITION FOR DIRECT ANNEXATION  
PURSUANT TO SECTION 66.0217(2), WISCONSIN STATUTES  
WHERE ALL PROPERTY IS OWNED BY THE CITY OF NEENAH

We, the undersigned, constituting all of the owners of the real property in which no electors reside in the following territory of the Town of Neenah, Winnebago County, Wisconsin, lying contiguous to the City of Neenah petition the Honorable Mayor and Common Council of the City of Neenah to annex the territory described below and shown on the attached scaled maps to the City of Neenah, Winnebago County, Wisconsin.

Part of the Southeast 1/4 of the Fractional Northwest 1/4 of Section 06, Township 19 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin, containing 632,318 Square Feet (14.5160 Acres) of land described as follows:

Commencing at the North 1/4 corner of Section 06; thence, along the East line of the fractional Northwest 1/4 of said Section 06, S00°38'26"E, 1526.18 feet to the point of beginning; thence continuing along said East line, S00°38'26"E, 642.45 feet to the North line of 2nd Addition to Natures Trail; thence, along said North line and the extension thereof, S88°52'07"W, 1310.40 feet to the Southwest corner of the Southeast 1/4 of said Fractional Northwest 1/4, as evidenced; thence, along the West line of said Southwest 1/4 of the Fractional Northwest 1/4 as evidenced, N00°26'24"W, 321.71 feet; thence N88°54'14"E, 650.35 feet; thence N00°25'25"W, 321.01 feet to the Southwest corner of Lot 1 CSM 6541; thence along South line of said Lot 1, N88°51'18"E, 657.70 feet to the point of beginning.

The current population of such territory is 0.

We the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexations, incorporations, or consolidations proceedings, if any.

Signature of Petitioner	Date of Signing	Owner	Petition Address
<u>Betty A Brazil</u> NAME	<u>12-26-18</u>	Betty Brazil	E8116 State Rd 96 Fremont, WI 54940

STATE OF WISCONSIN     )  
  )SS.  
COUNTY OF WINNEBAGO)

This instrument was signed and sealed before me this 26 day of Dec, 2018.



Mary J. Relien  
Notary Public

Winnebago County, Wisconsin

My Commission Expires: 6-26-21



# Annexation Exhibit

Part of the Southeast 1/4 of the Fractional Northwest 1/4  
of Section 06, Township 19 North, Range 17 East,  
City of Neenah, Winnebago County, Wisconsin

North 1/4 Corner  
Section 06, T19N, R17E  
Railroad Spike Found

East line of Lot 3 CSM 5044. The location  
of this line matched section break down  
for a fractional section.



Bearings are referenced to the East line of the  
Fractional Northeast 1/4, Section 06, T19N, R17E,  
assumed to bear S00°38'26"E, base on the  
Winnebago County Coordinate System.

Unplatted Lands

Unplatted Lands

N 88°54'14" E 650.35'

N 00°25'25" W  
321.01'

Lot 1 CSM 6541  
N 88°51'18" E 657.70'

S00°38'26"E  
1526.18'

Lot 4

East line of the Fractional Northwest 1/4  
S00°38'26"E 2832.00'  
(S01°04'02"E 2832.20')

Lot 3

Lot 2

Eaglecrest Estates

Lot 1

Eaglecrest Estates

642.45'

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

Lot 6

Lot 7

Lot 8

Lot 9

Lot 10

Lot 11

Lot 12

Lot 13

Lot 14

Lot 15

Lot 16

Lot 17

Lot 18

Lot 19

Lot 20

Lot 21

Lot 22

**AREA**  
632,318 SF  
14.5160 ac

Paintbrush Road

N 00°26'24" W 321.71'  
West line of the Southeast 1/4  
of the Fraction Northwest 1/4  
as evidenced by Monuments,  
surveys and existing fence lines

South line of the Southeast 1/4 of the  
Fraction Northwest 1/4 as evidenced by  
Monuments, surveys and existing fence lines

Town of Neenah

City of Neenah

S 88°52'07" W 1310.40'

Unplatted Lands

Outlot 7

2nd Addition to Nature Trail

Lot 188

Lot 187

Hedgerow  
Condominium  
No 186

Hedgerow  
Condominium  
No 185

Hedgerow  
Condominium  
No 184

Hedgerow  
Condominium  
No 183

Lot 182

Lone Oak Drive

Lot 159

(N01°04'02"E)  
S00°38'26"E

South line of the Southeast 1/4 of the  
Fraction Northwest 1/4 matched section  
break down for a fractional section.

City of Neenah

Lot 80

Lot 79

Lot 78

Lot 77

Lot 76

Lot 75

Lot 74

Lot 73

Lot 72

Lot 71

Lot 70

S88°53'23" W 2626.60'

West 1/4 Corner  
Section 06, T19N, R17E  
Aluminum Monument Found

Center of Section  
Section 06, T19N, R17E  
Aluminum Monument Found



**Davel Engineering &  
Environmental, Inc.**

Civil Engineers and  
Land Surveyors

1811 Racine Street  
Menasha, Wisconsin

Ph. 920-991-1866, Fax 920-830-9595

File: 4851Annex.dwg

Date: 11/26/2018

Drafted By: jim

Sheet: Exhibit

## Annexation Description

Part of the Southeast 1/4 of the Fractional Northwest 1/4 of Section 06, Township 19 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin, containing 632,318 Square Feet (14.5160 Acres) of land described as follows:

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**Davel Engineering &  
Environmental, Inc.**

*Civil Engineers and  
Land Surveyors*  
1811 Racine Street  
Menasha, Wisconsin

Ph. 920-991-1866, Fax 920-830-9595

File: 4851Annex.dwg  
Date: 11/28/2018  
Drafted By: jim  
Sheet: Legal

**STATUS OF COUNCIL DIRECTIVES ISSUED SINCE JULY 1, 1981**

Date: January 16, 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