



City of Neenah
COMMON COUNCIL AGENDA
Wednesday, February 2, 2022 - 7:00 p.m.
Neenah City Hall – 211 Walnut Street
Council Chambers
Hybrid Virtual / In Person Meeting

Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting will occur both virtually and in person in Council Chambers at City Hall. The virtual meeting can be accessed by the below link or conference call. Committee members and the public should use the following information:

Link: <https://global.gotomeeting.com/join/613834997> OR

Conference Telephone Number (AUDIO ONLY): [+1 \(571\) 317-3112](tel:+15713173112)
 Access Code: 613-834-997

I. Roll Call and Pledge of Allegiance

PRESENTATION OF MAYOR PROCLAMATION FOR TRANSIT EQUITY DAY FEBRUARY 4, 2022 TO SUSAN GARCIA FRANZ AND LARRY RUEFF OF THE ESTHER TRANSPORTATION TASK FORCE.

RECOGNITION OF EXECUTIVE DIRECTOR NIKKI HESSEL YEARS OF SERVICE TO FUTURE NEENAH AS SHE STEPS DOWN.

II. Introduction and Confirmation of Mayor's Appointment(s)

- A. List appointments announced at last meeting under new business. (Motion to confirm) (UC)**
 - 1. Re-appointment of Ron Klatt and Steve Gries to the Landmarks Commission for a three-year term.
 - 2. Re-appointment of Pat Rickman and Randy Fieldhack to the Library Board for a three-year term.
 - 3. Re-appointment of Gary Lawell, Peter Kelly, and Kate Hancock-Cooke to the Parks & Recreation Committee for a three-year term.**
 - 4. Appoint of Susan Holtz as an unaffiliated Election Inspector for the 2022-2023 Election Cycle.**

III. Approval of Council Proceedings

- A. Approval of the Council Proceedings of January 19, 2022 regular session. (UC)**

IV. Public Hearings

- A. Consider the installation of sanitary sewer laterals and water services for properties served on S. Commercial St. (Stanley Ct to Wright Ave), Dieckhoff St. (Grove St to Oak St), and Grove St. (E. Cecil St to Laudan Blvd).
- V. Public Forum
 - A. Speakers should give their name and residential address (not mailing address) and are allowed five minutes to speak on any topic.
- VI. Mayor/Council consideration of public forum issues
- VII. Consent Agenda
 - A. Approve Street Use Permit for the Neenah-Menasha Emergency Society Kitchen Tour/Food Trucks, sponsored by the Neenah-Menasha Emergency Society Kitchen to be held on April 28, 2022 from 11:00 AM to 7:00 PM **(PSSC)**
 - B. Approve Street Use Permit for Race the Lake, sponsored by the DuTriRun Foundation to be held on August 21, 2022 from 9:00 AM to 12:00 PM. **(PSSC)**
 - C. Approve Street Use Permit for Community Fest sponsored by the City of Neenah Parks & Recreation Department to be held on July 4, 2022 from 7:00 AM to 10:00 PM **(PSSC)**
 - D. (UC)
- VIII. Reports of standing committees
 - A. Regular Public Services and Safety Committee meeting of January 25, 2022: (Chairperson Bates/Vice Chairperson Lang) (Minutes can be found on the City web site)
 - 1. Committee recommends Council approve the Neenah Police Department to purchase the Flock Cameras for \$16,500 out of the 2022 Capital Improvement Programs budget and approve the Services Agreement between the City of Neenah Police Department and Flock Group, Inc. **(RollCall-Pro)**
 - 2. Committee recommends Council approve amendment to the 2022 Capital Improvement Program Budget to add the resurfacing on Apple Blossom Drive from Tullar Road to Primrose Lane, using funds currently included in the program for Fredrick Drive, Wild Rose Lane, Green Acres Lane, Honeysuckle Lane, Meadow Lane and Primrose Lane, with any additional funds needed to come from Public Infrastructure Reserves. **(RollCall-Pro)**
 - B. Regular Finance and Personnel Committee meeting of January 24, 2022: (Chairperson Erickson/Vice Chairperson Boyette) (Minutes can be found on the City web site)
 - 1. Committee recommends Council approve entering into an agreement with CCCP to provide the necessary equipment and services to upgrade the audio at the Fire 31 Training Center at a cost not to exceed \$12,700. Funding for this purchase will come from \$15,000 budgeted

for the project in Information Systems 2022 Capital Equipment Budget.
(RollCall-Pro)

2. Committee recommends Council approve entering into an agreement with Stellar Blue Technologies of Neenah for website template updates and content management system services, at a cost not to exceed \$20,000. Funding for this purchase of \$20,000 was approved in Information Systems' 2022 Capital Equipment budget **(RollCall-Pro)**
 3. Committee recommends Council approve Annexation #225 (Woodenshoe Road – Town of Vinland) – 1.15 Acres. **Action taken at Plan Commission Report.**
 4. Committee recommends Council approve Annexation #226 9CTH G – Town of Neenah) 13.478 Acres. **Action taken at Plan Commission Report.**
 5. Committee recommends Council approve The Homes at Freedom Meadows Subdivision Development Agreement. **Action taken at Board of Public Works Report.**
- C. NMFR Joint Finance & Personnel Committee meeting of January 25, 2022: (Alderperson Stevenson) (Minutes can be found on the City web site)
1. Committee recommends Council approve the City of Neenah and City of Menasha Common Councils approve the carry forward request of \$72,521.74 of the \$80,000 2021 CIP Funds budget for purchase of the two inspector vehicles and equipment. **(RollCall-Pro)**
 2. Committee recommends Council approve the City of Neenah and City of Menasha Common Councils approve the carry forward request of \$16,900 from NMFR's 2021 Maintenance of Motor Vehicle Operating budget (180-2301-712-0213), to pay for the repairs for Engine 32. **(RollCall-Pro)**
 3. Committee recommends Council approve the City of Neenah and City of Menasha Common Councils approve hiring a third temporary firefighter for one year with the caveat we are not increasing our approved authorized number of firefighters we would review that position again in one year pending anticipated retirements in 2023. **(RollCall-Pro)**

IX. Reports of special committees and liaisons and various special projects committees

- A. Regular Plan Commission meeting of January 15, 2022: (Council Rep Lang) (Minutes can be found on the City web site)
1. Commission recommends Council approve Annexation #225 (Ordinance #2022-03) and the property also receive an R-1, Single-Family District zoning classification. **(RollCall-Pro)**
 2. Commission recommends Council approve Annexation #226 (Ordinance #2022-04) and the property also receive a temporary I-1, Planned Business Center District zoning classification. **(RollCall-Pro)**

3. Commission recommends Council approve the Final Plat for The Homes at Freedom Meadows Subject to the Comments on the plat review letter. **(RollCall-Pro)**
- B. Board of Public Works meeting of January 25, 2022: (Vice Chairperson Hillstrom) (Minutes can be found on the City web site)
 1. Council Action Items:
 - a) The Board recommends Council approve the Development Agreement for The Homes at Freedom Meadows Subdivision. **(RollCall-Pro)**
- C. Landmarks Commission
 1. Report from the Landmarks Commission – Alderperson Lang
- D. Sustainable Neenah Committee
 1. Report from the Sustainable Neenah Committee – Alderperson Borchardt
- E. Reports on neighborhood groups.
 1. Business Improvement District Board (BID Board) – Alderperson Lang
- F. Bergstrom Mahler Museum
 1. Report from the Bergstrom Mahler Museum – Alderperson Erickson
- G. Park Commission
 1. Report from the Park Commission – Alderperson Borchardt
- X. Presentation of petitions
 - A. Any other petition received by the City Clerk's Office after distribution of the agenda.
- XI. Council Directives
- XII. Unfinished Business
- XIII. New Business
 - A. Any announcements/questions that may legally come before the Council.
- XIV. Adjournment

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Clerk's Office (920) 886-6100 or the **City's ADA Coordinator at (920) 886-6106 or e-mail attorney@ci.Neenah.wi.us** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

CITY OF NEENAH PROCLAMATION

WHEREAS equal access to reliable, affordable, and environmentally sound transit is crucial for the economic, and social wellbeing of a community and the people who live there; and

WHEREAS Valley Transit provides public transit and paratransit to the City of Neenah and the entire Fox Cities area; and

WHEREAS Rosa Parks was an iconic figure in the movement for equal access, social justice, and racial equality, playing a major role in the inception of the Civil Rights movement that ended legal segregation and the unequal access of African-Americans to public transit in the United States; and

WHEREAS paratransit with the same timeliness and reliability standards is a necessary component for any public transit system to ensure equal access for people with disabilities; and

WHEREAS Valley Transit has developed standards and a dashboard to maintain reliability of the system as well as creating an app to assist riders determine the location of buses in the system; and

WHEREAS Valley Transit and its member communities, including the City of Neenah have sought out grants and consistently fund the transit system to ensure affordable access to riders using the system; and

WHEREAS providing a balanced transportation system to all members of the community will reduce automobile dependence helping transition our economy from fossil fuels to renewable energy and cutting emissions; and

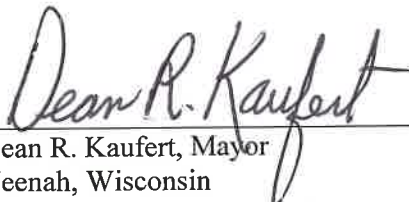
WHEREAS the expanded use of public transit will reduce traffic on highways, thereby also improving the air quality for all who live in the immediate vicinity of these major thoroughfares; and

WHEREAS improving frequency and access to public transit will assist in addressing climate change providing an opportunity to continue the tradition of Rosa Parks and the civil rights movement by ensuring that transit systems are reliable, affordable, and environmentally sound, and that everyone including people of color, economically disadvantaged people, people with disabilities, and marginalized populations have access to the benefits of transit.

NOW, THEREFORE, BE IT PROCLAIMED, that I Dean R. Kaufert, Mayor of the City of Neenah, do hereby proclaim February 4th, 2022 to be Transit Equity Day in the City of Neenah. Recognizing public transit can play an important role in reducing carbon emissions, remedying racial, economic, and other inequalities, and improving the social and economic wellbeing of everyone in the community.

Signed and sealed this 2nd day of February, 2022.




Dean R. Kaufert, Mayor
Neenah, Wisconsin

Proceedings of the Neenah Common Council
Wednesday, January 19, 2022—7:00pm

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00pm, January 19, 2022, in the Council Chambers of Neenah City Hall.

Mayor Kaufert is the chair.

Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting was in hybrid format with some Council Members and staff in-person and some attending virtually.

Present: Alderpersons appearing in-person Lang, Lendrum, Borchardt, and Stevenson. Alderpersons appearing virtually: Boyette, Bates, Erickson, Hillstrom, and Skeyrms. Staff present in-person Director of Finance Easker, Director of Community Development & Assessment Haese, City Attorney Westbrook and City Clerk Nagel.

Excused: Director of Public Works Kaiser,

Also Present: Virtually present were Director of Water Utility Tony Mach, Director of Parks & Recreation Michael Kading, Police Chief Aaron Olson, Assistant Police Chief Jeff Bernice, Police Captain Thomas Van Sambeek, Director of Human Resources & Safety Lindsay Kehl, Director of Information Systems Joe Wenninger, Mayoral Candidate Kelly Behrmann. Present in-person ThedaCare Project Management Team including Gary Karls Graef Designers, Timothy Stutzman, Patrick Saifkani, Andrew Navarro, and Patrick Skolecke, along with Robert W. Baird Public Finance Director Brad Viegut, and Aldermanic District 2 Candidate Dan Steinert

Mayor Kaufert called the meeting to order at 7:02pm

I. **Roll Call and Pledge of Allegiance.**

The Clerk called a voice roll call, followed by the Pledge of Allegiance lead by Alderperson Lendrum.

II. **Introduction and Confirmation of Mayor's Appointments.**

- A. Mayor Kaufert's appointment of Merrie Schmauberger to fill the expired term of Amy Kester on the Sustainable Neenah Committee three-year term ending December 2024. (Motion to confirm) **(UC)**
MS Borchardt/Stevenson to appoint Merrie Schmauberger to the Sustainable Neenah Committee for a three-year term. Motion carried by unanimous consent.

III. **Approval of Council Proceedings**

- A. Approval of the Council Proceedings of December 15, 2021 regular session.
MS Lendrum/Erickson to approve the Council Proceedings as corrected. Motion was approved by unanimous consent.

IV. Plan Commission report pertaining to the Public Hearings

A. Plan Commission meeting of January 11, 2022: (Ald. Lang) (Minutes can be found on the City web site)

1. Commission recommends Council approve Ordinance 2022-01 for the ThedaCare Medical Center Community Health District Master Plan Amendment #1-22 and a Project Plan Approval #1-22.

MSCRP Lang/Stevenson Ordinance 2022-01 for the ThedaCare Medical Center Community Health District Master Plan Amendment #1-22 and a Project Plan Approval #1-22, motion carried unanimously.

V. Consent Agenda

A. Approve the Street Use Permit for the Kids Triathlon, sponsored by City of Neenah Parks & Recreation Department, Neenah WI, to be held on August 6, 2022. (PSSC)

MS Stevenson/Lendrum to approve the Consent Agenda as presented. Motion carried by unanimous consent.

MSCRP Stevenson/Skyrms to approve the Consent Agenda as presented, the motion was approved by unanimous consent.

VI. Reports of standing committees

A. Regular Public Services and Safety Committee meeting of January 11, 2022: (Chairperson Bates/Vice Chairperson Lang) (Minutes can be found on the City web site)

1. Committee recommends Council approve the 2022-2026 Comprehensive Outdoor Recreation Plan.

MSCRP Bates/Lang to approve the 2022-2026 Comprehensive Outdoor Recreation Plan, carried unanimously.

2. Committee recommends Council approve the agreement with Parkitecture and Planning to complete the Construction Administration Services for Shattuck Park Redevelopment project in an amount not to exceed \$15,000.00.

MSCRP Bates/Lang to approve the agreement with Parkitecture and Planning to complete the Construction Administration Services for Shattuck Park Redevelopment project in an amount not to exceed \$15,000.00, carried unanimously.

3. Committee recommends Council approve the agreement with Parkitecture and Planning for the Design and Engineering Phase I at Kimberly Point in an amount not to exceed \$16,140.00.

MSCRP Bates/Lang to approve the agreement with Parkitecture and Planning for the Design and Engineering Phase I at

Kimberly Point in an amount not to exceed \$16,140.00, carried in a roll call vote, 8-1 with Stevenson voting nay.

4. Committee recommends Council approve the agreement with the University of Wisconsin Milwaukee to complete the Archaeological Services for Step 1 and 2 for Kimberly Point Phase I in the amount not to exceed \$3,200.00.

MSCRP approve the agreement with the University of Wisconsin Milwaukee to complete the Archaeological Services for Step 1 and 2 for Kimberly Point Phase I in the amount not to exceed \$3,200.00, carried unanimously.

5. Committee recommends Council approve the Police Department purchase of the DJI Mavic 2 Enterprise Advance public safety bundle from the Title Town Drones in an amount of \$7,179.00 using Capital Equipment and Preparedness Grant Funds.

SCRP Bates/Borchardt to approve the Police Department purchase of the DJI Mavic 2 Enterprise Advance public safety bundle from the Title Town Drones in an amount of \$7,179.00 using Capital Equipment and Preparedness Grant Funds, carried unanimously.

6. Committee recommends Council approve the Police Department purchase the Cellebrite System at a cost of \$16,925.00 using 2022 Capital Improvement Program funds.

MSCRP Bates/Borchardt to approve the Police Department purchase the Cellebrite System at a cost of \$16,925.00 using 2022 Capital Improvement Program funds, carried unanimously.

B. Special Finance and Personnel Committee meeting of January 19, 2022:

1. Consideration of Committee recommendation regarding Resolution 2022-03 Authorizing the Issuance and Sale of \$16,230,000 General Obligation Promissory Notes, Series 2022A. **(RollCall-Pro)**

MSCRP Erickson/Borchardt to approve Resolution 2022-03 Authorizing the Issuance and Sale of \$16,230,000 General Obligation Promissory Notes, Series 2022A, carried unanimously.

2. Consideration of Committee recommendation regarding Resolution 2022-04 Authorizing the Issuance and Sale of \$10,170,000 Taxable General Obligation Refunding Bonds, Series 2022B.

MSCRP Erickson/Skyrms to approve Resolution 2022-04 Authorizing the Issuance and Sale of \$10,170,000 \$10,055,000

**Taxable General Obligation Refunding Bonds, Series 2022B,
carried unanimously.**

- C. Regular Finance and Personnel Committee meeting of January 10, 2022: (Chairperson Erickson/Vice Chairperson Boyette) (Minutes can be found on the City web site)
1. Committee recommends Council's authorization to enter into an agreement with One Source Technologies to provide IP cameras, licensing, cabling materials and labor for an implementation along Wisconsin Avenue at a cost not to exceed \$16,500 with the funding source being Smart Cities funds approved in Information Systems 2020 Capital Equipment Budget.
MSCRP Erickson/Lang authorization to enter into an agreement with One Source Technologies to provide IP cameras, licensing, cabling materials and labor for an implementation along Wisconsin Avenue at a cost not to exceed \$16,500 with the funding source being Smart Cities funds approved in Information Systems 2020 Capital Equipment Budget, carried unanimously.
 2. Committee recommends Council approve the 2022 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing.
MSCRP Erickson/Stevenson to approve the 2022 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing, carried unanimously.
 3. Committee recommends Council approve Resolution 2022-02 Authorized Representatives to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund.
MSCRP Erickson/Boyette to approve Resolution 2022-02 Authorized Representatives to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund, carried unanimously.
 4. Committee recommends Council approve the Tentative Agreement with the Neenah Professional Police Association for contract terms from January 1, 2022 to December 31, 2025 and authorize preparation and execution of amended contracts reflecting the changes outlined in the Tentative Agreement between the City and Union.
MSCRP Erickson/Boyette to approve the Tentative Agreement with the Neenah Professional Police Association for contract

terms from January 1, 2022 to December 31, 2025 and authorize preparation and execution of amended contracts reflecting the changes outlined in the Tentative Agreement between the City and Union, carried unanimously.

VII. **Reports of special committees and liaisons and various special projects committees**

A. Board of Public Works meeting of December 21, 2021: (Vice Chairperson Hillstrom) (Minutes can be found on the City web site)

1. Council Action Items:

a. The Board recommends Council award Contract to Janke General Contractors, Athens, WI in the amount of \$319,326 (base) and \$132,759 (alternative) for a total cost of \$452,085 for Shattuck Park Fountain and Concrete Reconstruction Project.

MSCRP by Hillstrom/Bates to award Contract to Janke General Contractors, Athens, WI in the amount of \$319,326 (base) and \$132,759 (alternative) for a total cost of \$452,085 for Shattuck Park Fountain and Concrete Reconstruction Project, carried unanimously.

VIII. **Presentation of petitions**

A. Any other petition received by the City Clerk's Office after distribution of the agenda.

1. Annexation No. 225 - Part of Lot 2 of CSM 5779 as recorded in Volume 1 of CSMs as Document No. 1368620 Woodenshoe Road, Town of Vinland.

Director of Community Development Haese advised this annexations is in regard to a subdivision development off Wooendshoe Road. The property is currently owned by the City of Neenah.

2. Annexation No. 226 - Lot 2 of CSM No. 4426 as recorded in Document No. 1081788 CTH G, Town of Neenah.

Director of Community Development Haese advised this is in the proximity of the city's water tower.

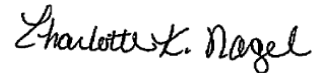
Director of Community Development Haese recommends acceptance of these two annexations and referral to the respective committees.

MS Stevenson/Bates to accept these two annexations and referral to the respective committees, carried unanimously in a voice vote.

IX. **New Business**
None.

X. **Adjournment**
MSCRP Stevenson/Boyette to adjourn. With no objections, the motion was approved by unanimous consent. Meeting adjourned at 8:24pm.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charlotte K. Nagel".

Charlotte K. Nagel
City Clerk

Common Council Minutes
Wednesday, January 19, 2022—7:00pm

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00pm, January 19, 2022, in the Council Chambers of Neenah City Hall.

Mayor Kaufert is the chair.

Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting was in hybrid format with some Council Members and staff in-person and some attending virtually.

Present: Alderpersons appearing in-person Lang, Lendrum, Borchardt, and Stevenson. Alderpersons appearing virtually: Boyette, Bates, Erickson, Hillstrom, and Skyrms. Staff present in-person Director of Finance Easker, Director of Community Development & Assessment Haese, City Attorney Westbrook and City Clerk Nagel.

Excused: Director of Public Works Kaiser,

Also Present: Virtually present were Director of Water Utility Tony Mach, Director of Parks & Recreation Michael Kading, Police Chief Aaron Olson, Assistant Police Chief Jeff Bernice, Police Captain Thomas Van Sambeek, Director of Human Resources & Safety Lindsay Kehl, Director of Information Systems Joe Wenninger, Mayoral Candidate Kelly Behrmann. Present in-person ThedaCare Project Management Team including Gary Karls Graef Designers, Timothy Stutzman, Patrick Saifkani, Andrew Navarro, and Patrick Skolecke, along with Robert W. Baird Public Finance Director Brad Viegut, and Aldermanic District 2 Candidate Dan Steinert

Mayor Kaufert called the meeting to order at 7:02pm

- I. The Clerk called a voice roll call, followed by the Pledge of Allegiance led by Alderperson Lendrum.
- II. Recognition of Retirees
 - A. Amy Books, Library Technical Services, 43 years of service.
 - B. Lisa Moede, Police Department Records Coordinator, nearly 30 years of service.
 - C. Peter Anderson, Neenah-Menasha Fire Rescue Shift Commander, 27 years of service.

The Mayor along with the Council members recognized Amy Books, Lisa Moede, and Peter Anderson for their years of service to the community and wished them well on their retirement.

- III. Introduction and Confirmation of Mayor's Appointment(s)

- A. Mayor Kaufert's appointment of Merrie Schmauberger to fill the expired term of Amy Kester on the Sustainable Neenah Committee three-year term ending December 2024. (Motion to confirm) **(UC)**

MS Borchardt/Stevenson to appoint Merrie Schmauberger to the Sustainable Neenah Committee for a three-year term. Motion carried by unanimous consent.

IV. Approval of Council Proceedings

- A. Approval of the Council Proceedings of December 15, 2021 regular session. **(UC)**

There were some minor corrections brought forth by Alderperson Lendrum. Alderman Bates had a correction on the Proceedings with Resolution 2021—20 and 2021-21 were on the minutes but not in the proceedings. The Clerk advised the corrections would be made.

MS Lendrum/Lang to approve the Proceedings as corrected. Motion carried by unanimous consent.

V. Public Hearings

- A. Consider Ordinance 2022-01 ThedaCare Medical Center Community Health District Master Plan amendment #1-22 and Project Plan Approval #1-22.
Mayor Kaufert explained that in 1990 the city established a Master Plan with Theda Clark. The Master Plan shows the boundaries of Theda Clark its potential expansion area. This gave credence to the area so that the public knew where the future expansion boundaries are. The public hearing is on an ordinance with an amendment within the expansion boundaries.

Mayor Kaufert opened up the public hearing 7:11PM for comments. After three calls for comments there were no appearances. Mayor Kaufert closed the public hearing at 7:12 PM.

VI. Plan Commission report pertaining to the Public Hearings

- A. Plan Commission meeting of January 11, 2022: (Ald. Lang) (Minutes can be found on the City web site)
 - 1. Commission recommends Council approve Ordinance 2022-01 for the ThedaCare Medical Center Community Health District Master Plan Amendment #1-22 and a Project Plan Approval #1-22.
MSCRP Lang/Stevenson Ordinance 2022-01 for the ThedaCare Medical Center Community Health District Master Plan Amendment #1-22 and a Project Plan Approval #1-22, motion carried unanimously

Discussion: Alderperson Bates inquired if the helipad is on ground or on top of the hospital. Deputy Director Community Development

answered that the helipad will be on grade in the existing parking lot. There was great consideration given to landscaping to avoid any impact of the wind washout. Therefore, the landscaping will be of heavier stone as to not impact the wind washout. There is also a three foot barrier around the entire helipad.

Aldersperson Lendrum has two concerns; 1 – That there be no impact to nearby homes from light dispersion, that the lights are baffled enough to produce no trespass to the homes, 2 – The biofilter, be landscaped so that it aesthetically pleasing and fits in with the character of the neighborhood.

Aldersperson Boyette inquired what if any affect will the helipad have on the school building in the future no matter what is done with the building. Gary Karls, Project Manager for this expansion project, advised the helipad will have no effect on the school. Patrick Skolecke Gries Architectural Group, Site Civil Engineer for the project, advised the FAA requires the design of surface approaches to go up at an 8:1 ratio. For example, the helipad east to the property line is about 320-feet. The helicopter would raise about 65-feet in the air, which is a seven story high building, equivalent to the Neenah One Center. To the north, to the school it about 300-feet to the school which means the helicopter will be about 35-feet in the air for the lower surface plan of departure.

Aldersperson Hillstrom wanted bring forth that Theda Clark does own the playground land for Roosevelt School. Years ago Roosevelt School playground was on asphalt and ThedaCare allowed the school to move the playground to the grassy area.

Mayor Kaufert went to Appleton Medical Center to see how the helicopter performs and ran into a neighbor who lives in close proximity to the helipad. This neighbor had nothing but good things to say about washout. Mayor Kaufert is familiar with setting up landing zones and feels confident that everything is going to be fine with the operations of the helicopter.

Aldersperson Lang commented that it was so encouraging to see this plan and knows that ThedaCare is committed to this project, especially the expansion of the emergency department and the helipad. It is also encouraging to know that they will be adding graduate learning at site, opportunities for medial residents to train at Theda Clark which is overdue.

Mayor Kaufert commented that it was an extremely good day when ThedaCare announced that they were staying in Neenah for the long haul. It was nerve racking to know that they were at one time going to close both their hospitals and build one big one west of the highway. A lot of work went into convincing them to that stay and to renovate was the best option. That next Council meeting Mayor Kaufert made a commitment to ThedaCare that the Council and the Mayor would do whatever it took to make this a smooth transition for them to stay in Neenah. Here they are today with a 100 million dollar investment to expand healthcare and quality, fast health services to those in need. Children's Hospital is also going to stay and we're a better community by having them here with us. Mayor Kaufert thanked Dr. Andrabi and the ThedaCare team that made this commitment to our community and to the future of our community.

VII. Public Forum

- A. Speakers should give their name and residential address (not mailing address) and are allowed five minutes to speak on any topic.
 - 1. Aldermanic District Two Candidate Daniel Steinert introduced himself to the Council. Mr. Steinert is running unopposed.

VIII. Mayor/Council consideration of public forum issues

IX. Consent Agenda

- A. Approve the Street Use Permit for the Kids Triathlon, sponsored by City of Neenah Parks & Recreation Department, Neenah WI, to be held on August 6, 2022. **(PSSC)**
- B. **(UC)**
MS Stevenson/Lendrum to approve the Consent Agenda as presented.
Motion carried by unanimous consent.

X. Reports of standing committees

- A. Regular Public Services and Safety Committee meeting of January 11, 2022: (Chairperson Bates/Vice Chairperson Lang) (Minutes can be found on the City web site)
 - 1. Committee recommends Council approve the 2022-2026 Comprehensive Outdoor Recreation Plan. **(RollCall-Pro)**
MSCRП Bates/Lang to approve the 2022-2026 Comprehensive Outdoor Recreation Plan, carried unanimously.

Aldersperson Hillstom thanked everyone involved with crafting the plan. It is a large plan and took months to create. There was a citizen survey

which showed that residents were 98% satisfied with the maintenance and improvements in the parks which means that our Parks & Recreation Department is doing a good job.

Alderperson Bates found it interesting how the Commissioners visited the parks and rated what was there, what could be there, and where amenities could be improved. Alderperson Bates appreciates the time and effort put into that.

2. Committee recommends Council approve the agreement with Parkitecture and Planning to complete the Construction Administration Services for Shattuck Park Redevelopment project in an amount not to exceed \$15,000.00. **(RollCall-Pro)**
MSCRП Bates/Lang to approve the agreement with Parkitecture and Planning to complete the Construction Administration Services for Shattuck Park Redevelopment project in an amount not to exceed \$15,000.00, carried unanimously.
3. Committee recommends Council approve the agreement with Parkitecture and Planning for the Design and Engineering Phase I at Kimberly Point in an amount not to exceed \$16,140.00. **(RollCall-Pro)**
MSCRП Bates/Lang to approve the agreement with Parkitecture and Planning for the Design and Engineering Phase I at Kimberly Point in an amount not to exceed \$16,140.00, carried in a roll call vote, 8-1 with Stevenson voting nay.
4. Committee recommends Council approve the agreement with the University of Wisconsin Milwaukee to complete the Archaeological Services for Step 1 and 2 for Kimberly Point Phase I in the amount not to exceed \$3,200.00. **(RollCall-Pro)**
MSCRП approve the agreement with the University of Wisconsin Milwaukee to complete the Archaeological Services for Step 1 and 2 for Kimberly Point Phase I in the amount not to exceed \$3,200.00, carried unanimously.

Mayor Kaufert asked if this was the same type of contract as with the Lakeshore Drive Project. Parks & Recreation Director Kading advised that it is little different. This contract is for design and proper location of the road and to complete necessary permitting required by the state. Phases three and four will be similar to what was seen with the Lakeshore Drive project.

Since the Lakeshore Drive Project, anytime there is digging in the Lakeshore/Kimberly Point area the state needs to be called. This will satisfy requirements with the State Historical Society.

Attorney Westbrook clarified that there will be additional phases to the project. However, this will not be like what was as experienced with the Lakeshore Drive road, it will be more like what was experienced with Lakeshore trail. The trail is not going to be depth as that of the road so the likelihood of finding artifacts is less.

Alderpersion Lang explained that the trail is not going below the plow zone. Land above the plow zone has been disturbed already to some point but the trail is not going below the plow zone.

Alderpersion Boyette asked if the trail is not going to go below the plow zone then why do we need to have this contract. Mr. Kading advised to meet State Historical Society requirements a proactive approach needed. Therefore, engaging UW-Milwaukee now puts us in a better position should artifacts be discovered. By not engaging UW-Milwaukee now puts means we would have to retrace our steps should artifacts be found at no cost savings.

5. Committee recommends Council approve the Police Department purchase of the DJI Mavic 2 Enterprise Advance public safety bundle from the Title Town Drones in an amount of \$7,179.00 using Capital Equipment and Preparedness Grant Funds. **(RollCall-Pro)**
MSCR P Bates/Borchardt to approve the Police Department purchase of the DJI Mavic 2 Enterprise Advance public safety bundle from the Title Town Drones in an amount of \$7,179.00 using Capital Equipment and Preparedness Grant Funds, carried unanimously.
6. Committee recommends Council approve the Police Department purchase the Cellebrite System at a cost of \$16,925.00 using 2022 Capital Improvement Program funds. **(RollCall-Pro)**
MSCR P Bates/Borchardt to approve the Police Department purchase the Cellebrite System at a cost of \$16,925.00 using 2022 Capital Improvement Program funds, carried unanimously.

Alderpersion Bates advised this is to use cell phones to get an urgent or important information to residents through the use of cell phones.

Mayor Kaufert is looking for confirmation that this is best, industry standard technology on the market at this time. With the ever changing technology how do we know there isn't a better program out there or on the horizon? Police Chief Olson advised that right now, this program is the industry standard.

- B. Special Finance and Personnel Committee meeting of January 19, 2022:
1. Consideration of Committee recommendation regarding Resolution 2022-03 Authorizing the Issuance and Sale of \$16,230,000 General Obligation Promissory Notes, Series 2022A. **(RollCall-Pro)**
MSCRP Erickson/Borchardt to approve Resolution 2022-03 Authorizing the Issuance and Sale of \$16,230,000 General Obligation Promissory Notes, Series 2022A, carried unanimously.

Robert W. Baird Public Finance Director Brad Viegut presented the final pricing summary of the negotiated sale that took place earlier in the day. The \$16,230,000 is funding the city's capital improvement plan previously adopted by Council. This bond is also refinancing debt that was issued in 2012 which is generating a savings over \$80,000. The interest on this bond is 1.74% which is way below what was presented to Council and to the finance Committee for planning purposes last month.

Aldersperson Lendrum was appreciative of Mr. Viegut using the term refinancing vs refunding which is easier for the lay person to understand the action taking place.

Aldersperson Bates confirmed that the outcome on the Committee meeting was to approve the resolution authorizing the issue and sale of the General Obligation Bonds.

2. Consideration of Committee recommendation regarding Resolution 2022-04 Authorizing the Issuance and Sale of \$10,170,000 Taxable General Obligation Refunding Bonds, Series 2022B.
MSCRP Erickson/Skyrms to approve Resolution 2022-04 Authorizing the Issuance and Sale of \$10,170,000 \$10,055,000 Taxable General Obligation Refunding Bonds, Series 2022B, carried unanimously.

Robert W. Baird Public Finance Director Brad Viegut presented the final pricing summary of the negotiated sale that took place earlier in the day.

This bond is to refinance debt which the city issues for TIF #8 and generates a saving of nearly \$400,000. The interest rate on this obligation is 1.99% and it is separate from the previous bond is that this bond is taxable. This bond is not eligible for tax exemption financing so it is a separate issuance. This not a restructure of payment or an extension of the repayment period, this is refinancing to get a lower interest rate.

Credit rating agency Standard and Poor's also affirmed that the City's General Obligation rating of AA/Stable on the refunded debt issuance.

The bond amount has changed slightly because the issuance cost were lower than used for planning purposes. The proceeds of this issuance is deposited into an escrow account which is invested in the U.S. Treasury securities and is used to pay off the debt at the first eligible call date. Those earnings in the escrow account has increased along with the movement of interest rates in the last month to the benefit of the city which receives an increasing the total savings and decreasing the borrowing amount. Therefore the amount of borrowed is \$10,055,000 which is lower than the amount on the agenda. This is a five year reissuance with final payment due 2028.

C. Regular Finance and Personnel Committee meeting of January 10, 2022: (Chairperson Erickson/Vice Chairperson Boyette) (Minutes can be found on the City web site)

1. Committee recommends Council's authorization to enter into an agreement with One Source Technologies to provide IP cameras, licensing, cabling materials and labor for an implementation along Wisconsin Avenue at a cost not to exceed \$16,500 with the funding source being Smart Cities funds approved in Information Systems 2020 Capital Equipment Budget.

MSCRP Erickson/Lang authorization to enter into an agreement with One Source Technologies to provide IP cameras, licensing, cabling materials and labor for an implementation along Wisconsin Avenue at a cost not to exceed \$16,500 with the funding source being Smart Cities funds approved in Information Systems 2020 Capital Equipment Budget, carried unanimously.

2. Committee recommends Council approve the 2022 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing.

MSCRP Erickson/Stevenson to approve the 2022 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing, carried unanimously.

3. Committee recommends Council approve Resolution 2022-02 Authorized Representatives to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund.

MSCRP Erickson/Boyette to approve Resolution 2022-02 Authorized Representatives to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund, carried unanimously.

4. Committee recommends Council approve the Tentative Agreement with the Neenah Professional Police Association for contract terms from January 1, 2022 to December 31, 2025 and authorize preparation and execution of amended contracts reflecting the changes outlined in the Tentative Agreement between the City and Union.

MSCRP Erickson/Boyette to approve the Tentative Agreement with the Neenah Professional Police Association for contract terms from January 1, 2022 to December 31, 2025 and authorize preparation and execution of amended contracts reflecting the changes outlined in the Tentative Agreement between the City and Union, carried unanimously.

- XI. Reports of special committees and liaisons and various special projects committees
 - A. Regular Plan Commission meeting of January 11, 2022: (Council Rep Lang) (Minutes can be found on the City web site) **No report.**
 - B. Board of Public Works meeting of December 21, 2021: (Vice Chairperson Hillstrom) (Minutes can be found on the City web site)
 1. Information Only Items:
 - a) The Board approved Pay Estimate No. 2, Contract 7-21, Harrison Street Stormwater Pond, MCC. Inc., Appleton WI in the amount of \$285,630.97.
 2. Council Action Items:
 - a) The Board recommends Council award Contract to Janke General Contractors, Athens, WI in the amount of \$319,326 (base) and \$132,759 (alternative) for a total cost of \$452,085 for Shattuck Park Fountain and Concrete Reconstruction Project.
MSCRP by Hillstrom/Bates to award Contract to Janke General Contractors, Athens, WI in the amount of

\$319,326 (base) and \$132,759 (alternative) for a total cost of \$452,085 for Shattuck Park Fountain and Concrete Reconstruction Project, carried unanimously.

Aldersperson Bates encourages the Parks & Recreation Department to install a barrier between the water feature and the river for safety purposes. Mayor Kaufert and Director Michael Kading affirmed a barrier will be part of the overall project.

The project is scheduled to be completed June 2022.

C. Community Development Authority

1. Report from the CDA – Director Haese

- a) Solaris project is close to securing an occupancy permit. They are very pleased with their leased count with the inability to show the building.
- b) 211 W. Wisconsin Project is moving along. Recently completed the lift of the concrete decking that is on top of the second floor. There will be another big lift in March with the vertical wall.

We are close to reaching the city's obligation to the 211 W. Wisconsin Project, unfortunately the numbers are coming in higher than those previously given to Council. Staff will be reviewing those numbers with an update to Council in the near future.

D. Library Board

1. Report from the Library Board – Aldersperson Erickson

- a) Met virtually today.
- b) Reviewed a number of policies.
- c) Number of programs that available in a hybrid format for both youth and adults.

E. Neenah Arts Council

1. Report from the Neenah Arts Council – Aldersperson Erickson

- a) Met Wednesday, January 12, 2022
- b) Photo contest extended to January 31, 2022. Many great submission have been received so far but are looking for more.
- c) Exploring future project for.

F. Landmarks Commission

1. Report from the Landmarks Commission – Alderperson Lang
 - a) No report this month.
- G. Sustainable Neenah Committee
 1. Report from the Sustainable Neenah Committee – Alderperson Borchardt
 - a) Met Tuesday, January 11, 2022
 - b) Welcomed Merrie Schmaberger to Sustainable Neenah Committee.
 - c) Working and re-working the Committee's mission and vision in order to gain additional interest from other committees that may have an impact on said ideas so that those ideas can be shared with residents.
- H. Reports on neighborhood groups.
 1. Business Improvement District Board (BID Board) – Alderperson Lang
 - a) Met Tuesday, January 18, 2022
 - b) Welcomed two new members, Christine Rondeau and Robert Wedge.
 - c) Thank You of the Month: Assistant Executive Director Hanneman prepared a thank you card for Joe Ziemba for his hard work on the BID Board.
 - d) Post-Holiday Shoulder Season Gift Cert Sale – January 22, 2022
 - e) Warm Your Heart – February 12, 2022
Member discussed Warm Your Heart and if it was safe in light of the COVID numbers in the area. The safety measures being taken were discussed and business owners were encouraged to use their own discretion when deciding to participate in the event and how.
 - f) Discussion on pedestrian safety particularly with the speed of traffic coming down off the overpass and around the curve into Wisconsin Avenue. There have been subsequent discussion with both the Director of Public Works and with the Traffic Engineer which were very helpful.
 - g) The Tailored Hide has been selected as the Downtown Business of the Year.
 - h) Wisconsin Tattoo Company is moving to 111 E. Wisconsin and a flower shop will be moving into 107 Church Street. A Sign Grant Application was approved for the flower shop.
 - i) Brehmer Law is now located at 117 W. Wisconsin. There is not yet a signed contract for the retail space in the new multi-use apartment building.
 - j) The new Executive Director, Sarah Wylie, will start on Thursday, January 20th.

- h) Deputy Director Schmidt reported to the board that seven companies responded to the Downtown Plan RFP

I. Bergstrom Mahler Museum

- 1. Report from the Bergstrom Mahler Museum – Alderperson Erickson
 - a) Met December 29, 2021
 - b) Crystal Ball has moved to May 7, 2022.
 - c) Between Us Exhibit works of John Littleton and Kate Vogal run through February 13, 2022
 - d) Check the website for further information regarding activities at the Bergstrom Mahler Museum of Glass.

J. Park Commission

- 1. Report from the Park Commission – Alderperson Borchardt
 - a) Met Thursday, December 16, 2021
 - b) Completed and recommended for adoption the 2022-2026 Comprehensive Outdoor Recreation Plan.
 - c) Shattuck Park and Kimberly Point Projects are underway.
 - d) Winterfest attendance was estimated at 500.
 - e) Arrowhead Pier permits have been submitted to the DNR.
 - f) Opened up part-time summer employment opportunities.

XII. Presentation of petitions

- A. Any other petition received by the City Clerk's Office after distribution of the agenda.

- 1. Annexation No. 225 - Part of Lot 2 of CSM 5779 as recorded in Volume 1 of CSMs as Document No. 1368620 Woodenshoe Road, Town of Vinland.

Director of Community Development Haese advised this annexation is in regard to a subdivision development off Woodenshoe Road. The property is currently owned by the City of Neenah.

- 2. Annexation No. 226 - Lot 2 of CSM No. 4426 as recorded in Document No. 1081788 CTH G, Town of Neenah.

Director of Community Development Haese advised this is in the proximity of the city's water tower.

Director of Community Development Haese recommends acceptance of these two annexations and referral to the respective committees.

MSCRP Stevenson/Bates to accept these two annexations and referral to the respective committees, carried unanimously in a voice vote.

XIII. Council Directives

XIV. Unfinished Business

- A. Alderperson Borchardt – At Winterfest he had interaction with some of the Afghan refugees and would like to city to consider some type of welcoming event or welcoming information package to welcome them to Neenah.

Mayor Kaufert advised many communities are utilizing the faith community for an outreach program. Habitat for Humanity is taking an active role with helping the refugees settle into the community. Would look at what the city could offer as assistance.

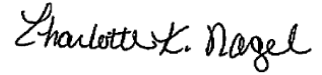
XV. New Business

- A. Any announcements/questions that may legally come before the Council.
- B. Mayor Kaufert
 - A. Happy birthday wishes were extended to both Alderperson Lendrum and Meeting Videographer Dan.
 - B. Congratulations on retirement to Meeting Videographer Dan. Dan will stay on as Neenah's Videographer.
 - C. Toured the old Val Haven Property on Byrd Ave which is being transformed into fully-furnished apartment living. Occupancy has been obtained for one wing of the building. Renovations is being done in sections with the first section being completed. The developer is Banter.
 - D. Executive Director Nikki Hessel will be leaving her position. Mayor Kaufert has a citation thanking her for her years of service. Ms. Hessel will attend the February 2, 2022 to receive recognition and citation.
 - E. Thanked those city employees who endure the weather elements to service the city. We appreciate all they do for us.
- C. Attorney Westbrook
 - A. Updated the Council on the use of dropboxes for absentee ballot return for the February 15, 2022 Spring Primary Election.
- D. Alderperson Lang
 - A. Tomorrow night is the Neenah Historical Society's Neenah's Immigration Stories of the Hansa Joshi Family. It is also available on the Historical Society's YouTube channel.

XVI. Adjournment

MS Stevenson/Boyette to adjourn. With no objections, the motion was approved by unanimous consent. Meeting adjourned at 8:24pm.

Respectfully submitted,

A handwritten signature in cursive script that reads "Charlotte K. Nagel".

Charlotte K. Nagel
City Clerk



Neenah Special Event Permit Application

Event

Name

Neenah-Menasha Emergency Society Kitchen Tour/Food Trucks

Webpage

www.nmesociety.com

Description

☐ Festival/Concert/Exhibition

☐ Parade/March

☒ Other:

☐ Tournament

☐ Competitive Race

Fundraising event

☐ Assembly/Rally

☐ Non-Competitive Run/Walk

List the event activities to take place (or attach brochure):

On April 28, 2022, we will have our 12th Annual Kitchen Tour. We have 5 homes on the tour and we would like 4-5 food trucks to be stationed at Shattuck Park for attendees and general public to get food from 11A-7pm.

Schedule

Date(s)

Setup Time

Start Time

End Time

Cleanup Time

April 28

9Am

11Am

7pm

8pm

Attendance

List estimated quantities:

Participants 500?

Spectators

List any entry fees:

Location

☒ Park/Public Property:

Shattuck Park

☐ Public Street/Sidewalk/Trail:

☐ Private Property/Other:

Applicant

Name

Tammy Malewski

Daytime Phone

920-642-3637

Email

tammy.malewski@gmail.com

Cell Phone

920-642-3637

Organization

Name

Neenah-Menasha Emergency Society

Tax Exempt No.

006764

Email

nmesociety@gmail.com

Phone

Address

P.O. Box 744

City

Neenah

State

WI

Zip Code

54956

The organization shall incur all City service and equipment costs associated with the event. 501(c) organizations with a valid tax exempt certificate receive reduced rates for services/equipment provided by the City. See Municipal Code 514-129(g) for details.

tammy.malewski@gmail.com



Special Event Permit Application

Police Department

Contact: Lieutenant Jon Kuffel

Phone: +1 (920) 886-6018

Address: 2111 Marathon Ave. Neenah, WI 54956

Email: jkuffel@ci.neenah.wi.us

1. Will you be using the Emergency Response Protocol supplied by the city? ([See supplement.](#))

☒ Yes ☐ No

The protocol is a set of procedures to be used for various crises including inclement weather, medical emergencies, and disorderly conduct scenarios. It establishes responsibilities and expectations between the event organizer and emergency services in the event of a crisis. If you choose not follow the protocol provided by the city, attach a crisis management plan to this application. All plans must be approved by Neenah Police and Neenah-Menasha Fire Rescue.

2. List at least two Event Coordinator contacts who will be on-site during the event to address issues that might arise.

Event Coordinators are responsible for executing the Emergency Response Protocol.

Name

Tammy Malowski

Phone

920-642-3637

Name

Lisa Komblevich

Phone

920-540-3514

3. Will there be security/crowd control services on-site? If so, please list contractor:

☐ Yes ☒ No

Name

Phone

4. Will there be first aid/emergency responders on site? If so, please list contractor:

☐ Yes ☒ No

Name

Phone

5. Describe the communication method/equipment that will be used to notify event staff/volunteers of emergencies:

Cell phone

6. Describe the communication method/equipment that will be used to notify event attendees of emergencies:

Cell phone

7. Identify the locations of the following (be specific):

Locations may instead be located on a map submitted with this permit. If a service is not provided or is not applicable, write in "N/A"

Loudspeaker/PA System

N/A

Lost Child Recovery Site

N/A

Severe Weather Shelter(s)

N/A

First Aid Station(s)

N/A

Enclosed/Fenced Area(s)

N/A

Enclosed areas are required for alcohol consumption. Entrances and exits must be numbered and labeled for any enclosed/fenced areas.



Neenah Special Event Permit Application

Neenah-Menasha Fire Rescue

Contact: Assistant Chief Vernon Green

Phone: +1 (920) 886-6201

Address: 125 E. Columbian Ave. Neenah, WI 54956 Email: vgreen@nmfire.org

8. Will there be any pyrotechnics or open burning?

☐ Yes ☒ No

A [Fireworks/Open Burning Permit](#) is required. Applications should be filed separately with Neenah-Menasha Fire Rescue.

9. Will there be any generators used?

☒ Yes ☐ No

10. Will there be any cooking operations?

☒ Yes ☐ No

11. Will there be any tents or canopies?

☐ Yes ☒ No

12. Will there be any use of drones?

☐ Yes ☒ No

Winnebago County Health Department

Contact: Env. Health Specialist Jennifer Bonzelet

Phone: +1 (920) 232-3000

Address: 112 Otter St. Oshkosh, WI 54901 Email: jbonzet@co.winnebago.wi.us

13. Will there be any food or beverages prepared or served?

☒ Yes ☐ No

If yes, contact the Winnebago County Health Department.

14. Will there be any portable toilets and/or wash stations?

☐ Yes ☒ No

15. Will there be any water activities (ie. dunk tanks, water slides)?

☐ Yes ☒ No

16. Will there be any animals?

☐ Yes ☒ No

Clerk's Office

Contact: City Clerk Patty Sturn

Phone: +1 (920) 886-6100

Address: 211 Walnut St. Neenah, WI 54956 Email: psturn@ci.neenah.wi.us

17. Will there be amplified music or announcements used for the event?

☐ Yes ☒ No

18. Will amplified sound be within 7 am - 10 pm on weekdays & 10 am - 11 pm on weekends/holidays?

☐ Yes ☒ No

If not, a special exemption must be requested and approved as part of this application. List the intended hours of amplified sound (per day, if applicable):

Start Time

End Time

19. Will there be any alcohol served?

☐ Yes ☒ No

A [Temporary Class B Picnic License](#) is required. Applications should be filed separately with the Clerk's Office.

20. Will there be any vendors/concessions? If so, please list:

☒ Yes ☐ No

Vendors will need to have a [Solicitor Permit](#) filed with the Clerk's Office.

We are looking for 4-5 food trucks to be located at Shuttlesworth. Once we have them, we will have them complete a Solicitor Permit.



Neenah Special Event Permit Application

Traffic Department

Contact: Traffic Engineer James Merten
Address: 211 Walnut St. Neenah, WI 54956

Phone: +1 (920) 886-6243
Email: jmerten@ci.neenah.wi.us

21. Will the event close any street/sidewalk/trail (or portions thereof) to traffic?

☐ Yes ☒ No

Any adjacent properties must be notified by the applicant 5 weekdays in advance of the event. A copy of the notification must be submitted and approved by the City Traffic Engineer.

22. Will you be providing volunteers to direct traffic?

☐ Yes ☒ No

All volunteers must be properly equipped, trained, and supplied with the [Volunteer Flagger Instructions](#). (See attached.)

23. Is any city traffic control equipment or services being requested? If so, check all that apply:

☐ Yes ☒ No

☐ Barricade/Sign Equipment

Check if you are requesting equipment to be delivered to the event grounds. Equipment will need to be moved to their placement locations during the event.

☐ Barricade/Sign Placement

Check if you are requesting equipment to be placed by the City during the event times.

☐ Flaggers to Direct Traffic

Availability of community service aides (CSAs) and/or police officers are not guaranteed.

☐ Traffic Signal Programming

Check if modifications to the traffic signal timing plans may be needed for the event.

☐ Message Boards

Message boards may be used to give advanced notification of street closures for the event.

24. Will a private contractor be used for barricading/signing equipment or services? If so, please list contractor: ☐ Yes ☒ No

Any traffic control plan not supplied by the City must be approved by the Traffic Department.

Name _____

Phone _____

25. List any shuttle services (including route locations) being provided for the event:

N/A

26. List any locations to be used for either attendee or event staff parking:

N/A

27. Please identify handicap accessible parking locations and accommodations:

N/A



Neenah Special Event Permit Application

Parks & Recreation Department

Contact: Parks & Recreation Office
Address: 211 Walnut St. Neenah, WI 54956
Phone: +1 (920) 886-6060
Email: parkrec@ci.neenah.wi.us

Public Works Department

Contact: Traffic Engineer James Merten
Address: 211 Walnut St. Neenah, WI 54956
Phone: +1 (920) 886-6243
Email: jmerten@ci.neenah.wi.us

28. Will there be any equipment requiring ground anchoring (ie. tents, fences)? If so, please list locations: ☐ Yes ☒ No

☐ Public Park/Property: _____

☐ Public Street/Trail: _____

☐ Other: _____

Any stakes or ground anchoring systems proposed on public property must be approved for their locations. Diggers Hotline (Website: www.diggershotline.com, Phone: 811) must be contacted a minimum of 4 working days before any ground anchors are placed.

29. If there are any portable toilets or wash stations (Question #14), identify proposed locations:

☒ Public Park/Property: Shattuck Park

☐ Public Street/Trail: _____

☐ Other: _____

30. Have the park shelters been pre-reserved with the Park & Recreation Department?

Park reservations must be completed before submittal of this application.

☒ Yes ☐ No

31. Are you requesting any street sweeping services to be provided by the city?

☐ Yes ☒ No

32. Will there be any dumpsters and/or portable trash receptacles provided?

☒ Yes ☐ No

32. Will the event utilize environmentally conscious practices and/or provide recycling receptacles?

☒ Yes ☐ No

33. What tasks will be conducted to ensure the event site remains clean throughout (and after) the event?

Volunteers will be needed during the event to make sure all areas are kept clean and picked up.

34. Please list any additional equipment or services requested to be provided by the city:



Neenah Special Event Permit Application

Checklist

Required to process application:

- ☒ Application filed with the Mayor's Office within 45 days prior to the event (or 10 days, if there is no full/partial street closure).
Special exceptions must be approved by the Special Events Task Force and the Mayor.
- ☐ \$75 application fee. (Not applicable if there is no full/partial street closure.)
Payment can be made at the Treasurer's Office, 211 Walnut Street Neenah, WI 54956 or be submitted with the application.
- ☒ Reservation of park facilities.
Reservations may be made at the Parks & Recreation Office, 211 Walnut Street Neenah, WI 54956.
- ☐ Supplemental permits filed.
Typical permits filed include: Temporary Class B Picnic License (Alcohol), Fireworks Permit, Open Burning Permit, and Vendor/Solicitor Licenses.
- ☐ A detailed map of the event site/route.
A map identifying the event footprint and layout must be submitted with this application.
- ☐ A crisis management plan.
Required when not following the Emergency Response Protocol that is provided by the City.

Required to approve application:

- ☐ Liability insurance certificate. *Need -*
Policy must include \$1,000,000 of general liability per occurrence (no exclusions) naming the City of Neenah, its officers, council members, agents, employees, and authorized volunteers as additional insured(s).
- ☐ Street closure notification letter. *NA*
Required when properties adjacent to or are enclosed within a closed street or street network. Letters must be pre-approved by the City and must be delivered 5 days working days before the event start date.
- ☐ Participant waiver forms.
Any waivers of liability signed by participants of the event must also include the City of Neenah (using the same language as for the liability insurance certificate).
- ☐ Traffic control plan. *NA*
Required when a contractor is providing traffic control services. Traffic control plans must be approved by the Traffic Department.
- ☐ Follow through with any contingencies required for approval of this permit application.
Contingencies are determined upon approval of the permit application. The City reserves the right to revoke a permit if any contingency is not met.

Provisions & Terms

This permit is intended to clarify the working relationship between the Applicant of the special event and the City of Neenah. The Applicant agrees to abide by the terms of this permit and all existing policies governing use of City facilities unless specifically noted in the permit. Regulations in Municipal Code §14-125 through §14-132 shall apply to this permit.

Once filed with the Mayor's Office, this permit will be reviewed by the Special Events Task Force. Upon task force recommendation for approval, per Municipal Code §14-129(b)(1), Class B permit applications must be approved by the Public Works Director or designee and Class C permit applications must be approved by the Public Services & Safety Committee and the City Council. A copy of an approved application will be sent to the Applicant as indication of the approved permit. The Applicant is responsible for complying with any contingencies applied to this permit. Failure to do so shall void this permit.

No changes may be made by the Applicant, regarding items included in this agreement, unless written permission is attached to this document. When questions regarding this agreement arise, they should be directed to the appropriate Department. If questions arise during the event and the Department representative is unavailable, the decision of City Staff on duty shall prevail.

Staff and equipment needed to run the event are the responsibility of the Applicant. City services and equipment may be provided at the discretion of the appropriate Department. The Applicant shall be responsible for the City's reasonable service and/or equipment cost associated with the event. The charges are determined from actual cost as outlined in Municipal Code §14-129(g). An invoice detailing charges for City services and/or damages will be sent to the sponsoring organization following the event. Payment is due within 30 days of the date of the invoice.



Special Event Permit Application

Legal Notice

I, as an authorized member of the organization sponsoring this event, verify that the information contained in this application is true, correct, and complete to the best of my knowledge. I agree to all provisions and terms of this agreement and acknowledge that no changes may be made to this agreement, unless authorized written permission is granted.

I understand the filing of this application does not ensure the issuance of this permit. I also understand that all event organizers, staff, volunteers, participants, and spectators must comply with all applicable city ordinances, traffic rules, park rules, state health laws, fire codes, and liquor licensing regulations. Fees for park facilities, food sales permits, tent, and fireworks permits are in addition to the fees submitted for the Special Event Permit Application. I further understand that an incomplete application may be cause for denial of the event.

Hold harmless indemnification and defense.

For good and valuable consideration the applicant and/or the organization agrees to indemnify, defend and hold harmless the City of Neenah and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney fees arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

Signature

Tammy Mahala

Date

12-28-21

Completed applications can be mailed to: Neenah City Hall, 211 Walnut Street Neenah, WI 54956 or e-mailed to jheinz@ci.neenah.wi.us
For any questions regarding this application or the permitting process, contact the Joni Heinz at +1 (920) 886-6104.

OFFICE USE ONLY

Cost Estimate

Parks & Recreation

Total Cost

Sponsor Cost

Public Works/Traffic

Police

NM Fire

Total

Approvals

Special Events Task Force

Signature

Joni Heinz

Date

1-10-22

Class B: Director of Public Works or Designee

Class C: Public Services & Safety Committee / City Council

Signature

Date

Contingencies of Permit

4-5 Food Trucks





Re: Rental of Shattuck Park
Tammy Malewski to: mkading
Cc: jheinz, KVanderWyst

01/06/2022 06:11 AM

From: "Tammy Malewski" <tammy.malewski@gmail.com>
To: mkading@ci.neenah.wi.us
Cc: jheinz@ci.neenah.wi.us, KVanderWyst@ci.neenah.wi.us

Thank you, Michael!
Tammy

Sent from my iPhone

On Jan 5, 2022, at 1:13 PM, mkading@ci.neenah.wi.us wrote:

Excellent. Best of luck planning and hosting your event.

Michael Kading

Director of Parks and Recreation

City of Neenah Parks & Recreation Dept

920.886.6062

www.neenahgov.org

Creating Community through People, Parks & Programs.



Check out our Facebook page!

▼ "Tammy Malewski" ---01/05/2022 12:57:00 PM---Hello Michael, I have submitted the paperwork for a special event. My apologies as I still thought I

From: "Tammy Malewski" <tammy.malewski@gmail.com>
To: mkading@ci.neenah.wi.us
Cc: KVanderWyst@ci.neenah.wi.us, jheinz@ci.neenah.wi.us
Date: 01/05/2022 12:57 PM
Subject: Re: Rental of Shattuck Park

Hello Michael,

I have submitted the paperwork for a special event. My apologies as I still thought I needed to reserve the park as well.

Yes, you shared the construction information, but this is the best location for the food trucks, and the date is not flexible. We will be close enough to other businesses just in case the bathrooms are closed due to construction.

I appreciate your guidance on this!

Thank you,
Tammy

Sent from my iPhone

On Jan 5, 2022, at 8:49 AM, mkading@ci.neenah.wi.us wrote:

Tammy - Good Morning. Thank you for reaching out.

Shattuck Park is a non-rentalable park.

I have had previous conversation regarding this event and it is my understanding that food trucks would be parked on Wisconsin Ave adjacent to the curb. In this case you need to work through the clerk's office to secure the special event permit and any other necessary permits. I have included Joni in this email response and is a great source of information in helping you secure the necessary permits for your event.

Please note the park is expected to be under construction beginning early spring - June 3. This will include sidewalk leading up to the park building, concrete under the building, the area surrounding the old water fountain and sidewalk leading from the library parking lot to the fountain area. What this may mean for your event is that getting to and from the park restrooms may be difficult. We do not have an exact schedule as the contractor is waiting until the spring thaw to begin. The sidewalk adjacent to Wisconsin Ave will not be impacted.

If we can be of further assistance, let us know.

Michael Kading

Director of Parks and Recreation

City of Neenah Parks & Recreation Dept

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From: "Tammy Malewski" <tammy.malewski@gmail.com>

To: parkrec@ci.neenah.wi.us

Cc: "John & Lisa Komblevich" <Lisajohn@new.rr.com>

Date: 01/02/2022 07:44 PM

Subject: Rental of Shattuck Park

Hello,

We would like to rent Shattuck Park for Thursday, April 28, 2022.

I do not see the ability to rent it online? Do I need to contact you for the rental?

We are with the Neenah-Menasha Emergency Society and will be having our 12 Annual Kitchen Tour that day. With COVID, we will not be offering food in the homes on our Tour, rather, have food trucks located at the park for participants to visit and eat. This also gives area businesses and neighborhoods to take advantage of the food trucks located at Shattuck Park.

We have also submitted a Special Event Permit to the City of Oshkosh for the date and time.

Thank you!

Tammy

✓ pd



Neenah Special Event Permit Application

Event	Name	Racet the Lake																												
	Webpage	dutrirun.com																												
Description	<input type="checkbox"/> Festival/Concert/Exhibition <input type="checkbox"/> Parade/March <input type="checkbox"/> Other:																													
	<input type="checkbox"/> Tournament <input checked="" type="checkbox"/> Competitive Race <input type="checkbox"/> Assembly/Rally <input type="checkbox"/> Non-Competitive Run/Walk																													
Schedule	List the event activities to take place (or attach brochure):																													
	bike race around lake winnebago																													
Attendance	<table border="1"> <thead> <tr> <th>Date(s)</th> <th>Setup Time</th> <th>Start Time</th> <th>End Time</th> <th>Cleanup Time</th> </tr> </thead> <tbody> <tr> <td>8/19</td> <td>noon</td> <td></td> <td></td> <td></td> </tr> <tr> <td>8/20</td> <td>7am</td> <td></td> <td></td> <td></td> </tr> <tr> <td>8/21</td> <td>7am</td> <td></td> <td>9am</td> <td>noon</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Date(s)	Setup Time	Start Time	End Time	Cleanup Time	8/19	noon				8/20	7am				8/21	7am		9am	noon						List estimated quantities: Participants <u>1000</u> Spectators _____ List any entry fees: <u>80</u>			
	Date(s)	Setup Time	Start Time	End Time	Cleanup Time																									
8/19	noon																													
8/20	7am																													
8/21	7am		9am	noon																										
Location	<input checked="" type="checkbox"/> Park/Public Property:	Rec Park																												
	<input checked="" type="checkbox"/> Public Street/Sidewalk/Trail:	see map and intersection grid																												
Applicant	<input type="checkbox"/> Private Property/Other:																													
	Name <u>gloria west</u> Daytime Phone _____																													
Organization	Email <u>gloria@dutrirun.com</u> Cell Phone <u>9205621885</u>																													
	Name <u>DuTriRun Foundation</u> Tax Exempt No. <u>81-5010000</u>																													
	Email <u>info@dutrirun.com</u> Phone _____																													
	Address <u>po box 7723</u>																													
	City <u>appleton</u> State Zip Code <u>54914</u>																													

The organization shall incur all City service and equipment costs associated with the event. 501(c) organizations with a valid tax exempt certificate receive reduced rates for services/equipment provided by the City. See Municipal Code §14-129(g) for details.



Neenah Special Event Permit Application

Police Department

Contact: Lieutenant Jon Kuffel

Phone: +1 (920) 886-6018

Address: 2111 Marathon Ave. Neenah, WI 54956

Email: jkuffel@ci.neenah.wi.us

1. Will you be using the Emergency Response Protocol supplied by the city? (See supplement.) ☐ Yes ☐ No
- The protocol is a set of procedures to be used for various crises including inclement weather, medical emergencies, and disorderly conduct scenarios. It establishes responsibilities and expectations between the event organizer and emergency services in the event of a crisis. If you choose not follow the protocol provided by the city, attach a crisis management plan to this application. All plans must be approved by Neenah Police and Neenah-Menasha Fire Rescue.

2. List at least two Event Coordinator contacts who will be on-site during the event to address issues that might arise.
- Event Coordinators are responsible for executing the Emergency Response Protocol.

Name ben west Phone 9205442414

Name erin west Phone 6128106257

3. Will there be security/crowd control services on-site? If so, please list contractor: ☐ Yes ☒ No

Name _____ Phone _____

4. Will there be first aid/emergency responders on site? If so, please list contractor: ☐ Yes ☒ No

Name _____ Phone _____

5. Describe the communication method/equipment that will be used to notify event staff/volunteers of emergencies:

cell phones social media

6. Describe the communication method/equipment that will be used to notify event attendees of emergencies:

social media and emails

7. Identify the locations of the following (be specific):

Locations may instead be located on a map submitted with this permit. If a service is not provided or is not applicable, write in "N/A".

Loudspeaker/PA System _____

Lost Child Recovery Site _____

Severe Weather Shelter(s) _____

First Aid Station(s) rec park

Enclosed/Fenced Area(s) _____

Enclosed areas are required for alcohol consumption. Entrances and exits must be numbered and labeled for any enclosed/fenced areas.



Neenah Special Event Permit Application

Neenah-Menasha Fire Rescue

Contact: Assistant Chief Vernon Green

Phone: +1 (920) 886-6201

Address: 125 E. Columbian Ave. Neenah, WI 54956 Email: vgreen@nmfire.org

8. Will there be any pyrotechnics or open burning?

☐ Yes ☒ No

A [Fireworks/Open Burning Permit](#) is required. Applications should be filed separately with Neenah-Menasha Fire Rescue.

9. Will there be any generators used?

☐ Yes ☒ No

10. Will there be any cooking operations?

☐ Yes ☒ No

11. Will there be any tents or canopies?

☒ Yes ☐ No

12. Will there be any use of drones?

☐ Yes ☒ No

Winnebago County Health Department

Contact: Env. Health Specialist Jennifer Bonzelet

Phone: +1 (920) 232-3000

Address: 112 Otter St. Oshkosh, WI 54901

Email: jbonzet@co.winnebago.wi.us

13. Will there be any food or beverages prepared or served?

☒ Yes ☐ No

If yes, contact the Winnebago County Health Department.

14. Will there be any portable toilets and/or wash stations?

☒ Yes ☐ No

15. Will there be any water activities (ie. dunk tanks, water slides)?

☐ Yes ☒ No

16. Will there be any animals?

☐ Yes ☐ No

Clerk's Office

Contact: City Clerk Patty Sturn

Phone: +1 (920) 886-6100

Address: 211 Walnut St. Neenah, WI 54956

Email: psturn@ci.neenah.wi.us

17. Will there be amplified music or announcements used for the event?

☐ Yes ☒ No

18. Will amplified sound be within 7 am - 10 pm on weekdays & 10 am - 11 pm on weekends/holidays?

☐ Yes ☒ No

If not, a special exemption must be requested and approved as part of this application. List the intended hours of amplified sound (per day, if applicable):

Start Time

End Time

19. Will there be any alcohol served?

☐ Yes ☒ No

A [Temporary Class B Picnic License](#) is required. Applications should be filed separately with the Clerk's Office.

20. Will there be any vendors/concessions? If so, please list:

☐ Yes ☒ No

Vendors will need to have a [Solicitor Permit](#) filed with the Clerk's Office.



Neenah Special Event Permit Application

Traffic Department

Contact: Traffic Engineer James Merten
Address: 211 Walnut St. Neenah, WI 54956

Phone: +1 (920) 886-6243
Email: jmerten@ci.neenah.wi.us

21. Will the event close any street/sidewalk/trail (or portions thereof) to traffic? ☐ Yes ☒ No
Any adjacent properties must be notified by the applicant 5 weekdays in advance of the event. A copy of the notification must be submitted and approved by the City Traffic Engineer.
22. Will you be providing volunteers to direct traffic? ☒ Yes ☐ No
All volunteers must be properly equipped, trained, and supplied with the [Volunteer Flagger Instructions](#). (See attached.)
23. Is any city traffic control equipment or services being requested? If so, check all that apply: ☒ Yes ☐ No
- ☐ Barricade/Sign Equipment
Check if you are requesting equipment to be delivered to the event grounds. Equipment will need to be moved to their placement locations during the event.
 - ☐ Barricade/Sign Placement
Check if you are requesting equipment to be placed by the City during the event times.
 - ☒ Flaggers to Direct Traffic
Availability of community service aides (CSAs) and/or police officers are not guaranteed.
 - ☐ Traffic Signal Programming
Check if modifications to the traffic signal timing plans may be needed for the event.
 - ☐ Message Boards
Message boards may be used to give advanced notification of street closures for the event.
24. Will a private contractor be used for barricading/signing equipment or services? If so, please list contractor: ☐ Yes ☒ No
Any traffic control plan not supplied by the City must be approved by the Traffic Department.
- Name _____ Phone _____
25. List any shuttle services (including route locations) being provided for the event:
-
26. List any locations to be used for either attendee or event staff parking:
-
27. Please identify handicap accessible parking locations and accommodations:
-



Special Event Permit Application

Parks & Recreation Department

Contact: Parks & Recreation Office
Address: 211 Walnut St. Neenah, WI 54956
Phone: +1 (920) 886-6060
Email: parkrec@ci.neenah.wi.us

Public Works Department

Contact: Traffic Engineer James Merten
Address: 211 Walnut St. Neenah, WI 54956
Phone: +1 (920) 886-6243
Email: jmerten@ci.neenah.wi.us

28. Will there be any equipment requiring ground anchoring (ie. tents, fences)? If so, please list locations: ☐ Yes ☒ No

☐ Public Park/Property: _____

☐ Public Street/Trail: _____

☐ Other: _____

Any stakes or ground anchoring systems proposed on public property must be approved for their locations. Diggers Hotline (Website: www.diggershotline.com, Phone: 811) must be contacted a minimum of 4 working days before any ground anchors are placed.

29. If there are any portable toilets or wash stations (Question #14), identify proposed locations:

☒ Public Park/Property: rec park

☐ Public Street/Trail: _____

☐ Other: _____

30. Have the park shelters been pre-reserved with the Park & Recreation Department? ☐ Yes ☒ No

Park reservations must be completed before submittal of this application.

31. Are you requesting any street sweeping services to be provided by the city? ☒ Yes ☐ No

32. Will there be any dumpsters and/or portable trash receptacles provided? ☐ Yes ☒ No

32. Will the event utilize environmentally conscious practices and/or provide recycling receptacles? ☒ Yes ☐ No

33. What tasks will be conducted to ensure the event site remains clean throughout (and after) the event?

clean up crew comes through after event and the following day.

34. Please list any additional equipment or services requested to be provided by the city:



Neenah Special Event Permit Application

Checklist

Required to process application:

- ☒ **Application filed with the Mayor's Office within 45 days prior to the event (or 10 days, if there is no full/partial street closure).**
Special exceptions must be approved by the Special Events Task Force and the Mayor.
- ☒ **\$75 application fee. (Not applicable if there is no full/partial street closure.)** Receipt No: _____
Payment can be made at the Department of Legal & Administrative Services, 211 Walnut Street Neenah, WI 54956.
- ☐ **Reservation of park facilities.**
Reservations may be made at the Parks & Recreation Office, 211 Walnut Street Neenah, WI 54956. See Question #30.
- ☐ **Supplemental permits filed.**
See Questions #8 (Fireworks/Open Burning Permit), #13 (Food Vending Permit), #19 (Temporary Class B Picnic License), and #20 (Vendor/Solicitor License).
- ☒ **A detailed map of the event site/route.**
A map identifying the event footprint and layout must be submitted with this application.
- ☐ **A crisis management plan.**
Required when not following the Emergency Response Protocol that is provided by the City. See Question #1.

Required to approve application:

- ☒ **Liability insurance certificate.**
Policy must include \$1,000,000 of general liability per occurrence (no exclusions) naming the City of Neenah, its officers, council members, agents, employees, and authorized volunteers as additional insured(s).
- ☐ **Street closure notification letter.**
Required when properties adjacent to or are enclosed within a closed street or street network. Letters must be pre-approved by the City and must be delivered 5 days working days before the event start date.
- ☐ **Participant waiver forms.**
Any waivers of liability signed by participants of the event must also include the City of Neenah (using the same language as for the liability insurance certificate).
- ☒ **Traffic control plan.**
Required when a contractor is providing traffic control services. Traffic control plans must be approved by the Traffic Department.
- ☐ **Follow through with any contingencies required for approval of this permit application.**
Contingencies are determined upon approval of the permit application. The City reserves the right to revoke a permit if any contingency is not met.

Provisions & Terms

This permit is intended to clarify the working relationship between the Applicant of the special event and the City of Neenah. The Applicant agrees to abide by the terms of this permit and all existing policies governing use of City facilities unless specifically noted in the permit. Regulations in Municipal Code §14-125 through §14-132 shall apply to this permit.

Once filed with the Department of Legal & Administrative Services, this permit will be reviewed by the Special Events Task Force. Upon task force recommendation for approval, per Municipal Code §14-129(b)(1), Class B permit applications are approved by the Public Works Director or designee and Class C permit applications are approved by the Public Services & Safety Committee and the City Council. A copy of an approved application will be sent to the Applicant as confirmation of the approved permit. The Applicant is responsible for complying with any contingencies applied to this permit. Failure to do so shall void this permit.

No changes may be made by the Applicant, regarding items included in this agreement, unless written permission is attached to this document. When questions regarding this agreement arise, they should be directed to the appropriate Department. If questions arise during the event and the Department representative is unavailable, the decision of City Staff on duty shall prevail.

Staff and equipment needed to run the event are the responsibility of the Applicant. City services and equipment may be provided at the discretion of the appropriate Department. The Applicant shall be responsible for the City's reasonable service and/or equipment cost associated with the event. The charges are determined from actual cost as outlined in Municipal Code §14-129(g). An invoice detailing charges for City services and/or damages will be sent to the sponsoring organization following the event. Payment is due within 30 days of the date of the invoice.



Special Event Permit Application

Legal Notice

I, as an authorized member of the organization sponsoring this event, verify that the information contained in this application is true, correct, and complete to the best of my knowledge. I agree to all provisions and terms of this agreement and acknowledge that no changes may be made to this agreement, unless authorized written permission is granted.

I understand the filing of this application does not ensure the issuance of this permit. I also understand that all event organizers, staff, volunteers, participants, and spectators must comply with all applicable city ordinances, traffic rules, park rules, state health laws, fire codes, and liquor licensing regulations. Fees for park facilities, food sales permits, tent, and fireworks permits are in addition to the fees submitted for the Special Event Permit Application. I further understand that an incomplete application may be cause for denial of the event.

Hold harmless indemnification and defense.

For good and valuable consideration the applicant and/or the organization agrees to indemnify, defend and hold harmless the City of Neenah and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney fees arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

Signature 

Date 12-7-21

Completed applications should be filed with the Department of Legal & Administrative Services, Neenah City Hall, 211 Walnut Street Neenah, WI 54956. For any questions regarding this application or the permitting process, contact Joni Heinz: Phone: +1 (920) 886-6104 Email: jheinz@ci.neenah.wi.us

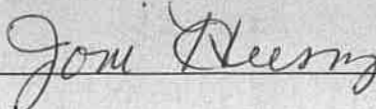
OFFICE USE ONLY

Cost Estimate

	Total Cost	Sponsor Cost
Parks & Recreation	—	—
Public Works/Traffic	—	—
Police	\$ 250.00	—
NM Fire	—	—
Total	\$ 250.00	—

Approvals

Special Events Task Force

Signature 

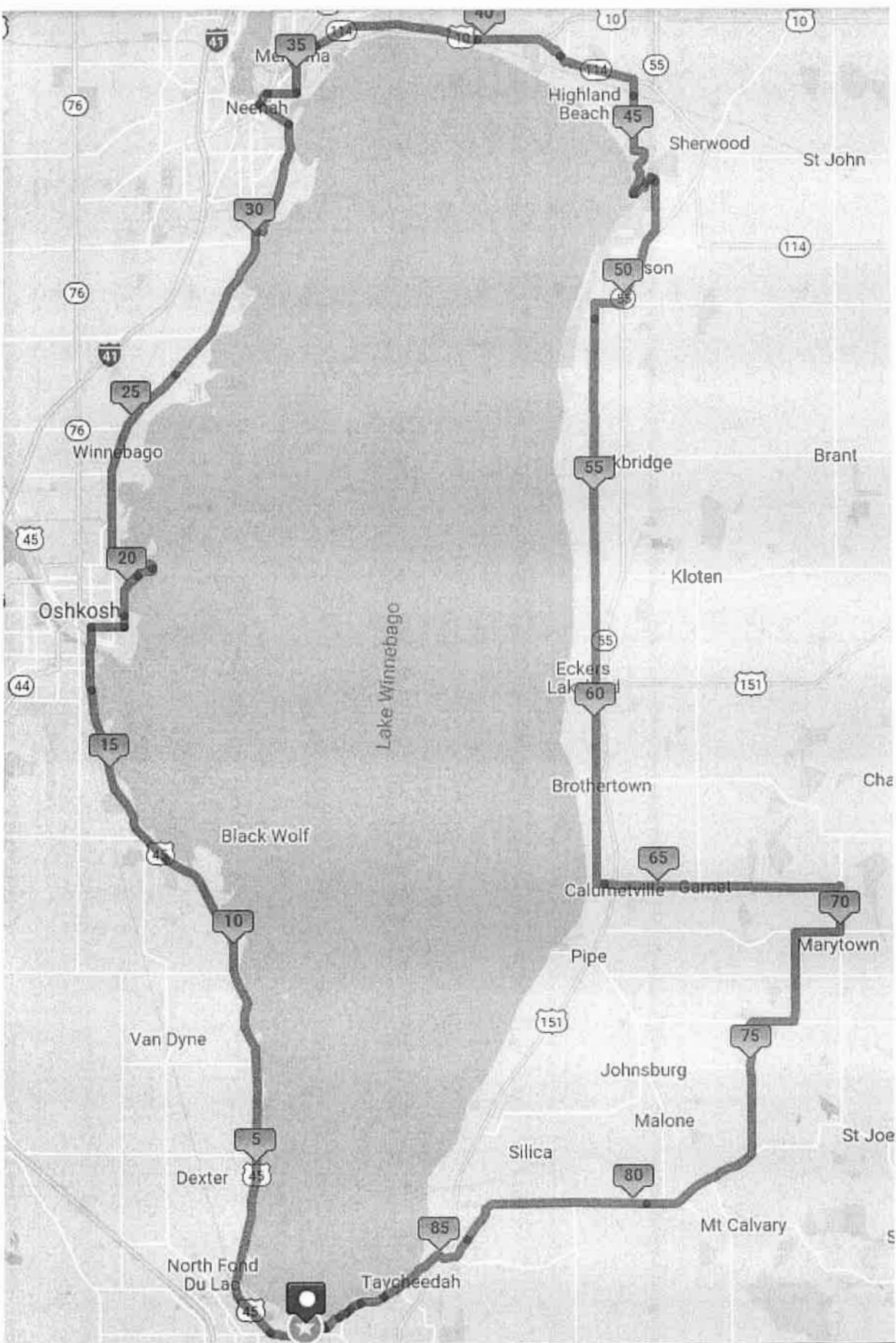
Date 1-10-22

Class B: Director of Public Works or Designee Class C: Public Services & Safety Committee / City Council

Signature _____

Date _____

Contingencies of Permit



INTERSECTIONS	Mile		Marshal	Fastest	Slowest
Harborview and Garfield START					
Harborview and Main St			FDL Police		
Scott St and Main St			FDL Police	5:45 AM	6:35 AM
Scott St and Hwy 45/Lakeshore Dr (TURN RIGHT)			FDL Police		
Hwy 45 and Kinker Rd	Mile 5			5:56 AM	7:00 AM
Hwy 45 and Black Wolf	Mile 10			6:07 AM	7:25
Hwy 45 and Cty R	Mile 12.5			6:12 AM	7:37 AM
Hwy 45 and Waukau	Mile 15			6:17 AM	7:50 AM
Fond du Lac Rd and Cimeron RR track	Mile 15.75	xx	altrusa x2		
Main and 21 ave	Mile 16				
S. Main St and South Park Ave	Mile 17		Oshkosh Police		
Main St and 9th Ave	Mile 17		Oshkosh Police		
Main St and 6th Ave	Mile 17.25		Oshkosh Police		
Main St. and Ceape	Mile 17.75		Oshkosh Police		
Main St. and Otter					
Main St. and Waugoo	Mile 17.75		Oshkosh Police		
Main St. and Washington					
Main St. and Merritt (Turn Right)			Oshkosh Police		
Merritt and Jefferson	Mile 18				
Merritt and Mt. Vernon					
Merritt and Grand					
RR track			altrusa x2		
Merritt and Broad					
Merritt and Monroe			Oshkosh Police		
Merritt and Boyd					
Merritt and Bowen					
Merritt and Hazel					
Hazel and Parkway			altrusa		
Hazel and Irving			Oshkosh Police		
Hazel and Menominee (Turn Right)			altrusa		
REST STOP 1 - Menominee Park	Mile 20	xx	altrusa x3		
Menomoniee Dr and Murdock	Mile 20			6:29 AM	8:14 AM
Murdock and Bowen (TURN RIGHT)			2-Oshkosh Police		
Cty A and Harrison St	Mile 22.5		Oshkosh Police	6:34 AM	8:28 AM
Cty A and E Snell Rd			Oshkosh Police		
Cty A and Cty Y/Sunnyview	Mile 24.25	x			
Cty A and Sherman rd	Mile 24.5			6:40 AM	8:40 AM
Cty A and Cty GG	Mile 27	x	altrusa	6:45 AM	8:52 AM
Cty A and Cty G	Mile 29.25	x	altrusa		
Cty A and S Park (turn right)	Mile 29.25	xx	altrusa	6:51 AM	9:05 AM
S Park Ave Curve (turn left)			altrusa		
S Park Ave and Bell/Maple (Straight thru)			SOAR x2		
S Park Ave and Bayview Rd			SOAR		
Rec Park			SOAR x3		
S Park Ave and Wisconsin Ave (TURN LEFT)	Mile 32.5		Neenah Police	6:55 AM	9:17 AM
E Wisconsin Ave/Oak S(bridge) (TURN RIGHT)			Neenah Police		
First St and Water St			Neenah Police		
First St and Forest Ave			Neenah Police		

INTERSECTIONS	Mile	Marshal	Fastest	Slowest
First and Hewitt		Neenah Police		
First and Nicolet		Neenah Police		
First and Washington		Neenah Police		
First and RR trax		SOAR		
Washington and Garfield		Menasha Police		
Tayco and Main (Turn Right)		Menasha Police		
Main St and Racine St (TURN Left)		Menasha Police		
Racine St and Broad St		Menasha Police		
Racine St and First St		Menasha Police		
Racine St and Second St		Menasha Police		
Racine St and Third St (TURN RIGHT)		Menasha Police		
Third St and De Pere St	Mile 35	Menasha Police	7:02 AM	9:37 AM
Third St and Manitowoc St		SOAR		
Plank and Tracks		SOAR		
Plank and Konemac				
Hwy 114 and Oneida St -Hwy 10		2 Calumet Sheriff & ARES RADIO OP		
Hwy 114 and Fire lane 2	Mile 37.5		7:06 AM	9:52 AM
Hwy 114 and Lake Park Road (fire lane 8)		Calumet Sheriff & ARES RADIO OP SOAR		
Service Rd. and Hwy 114		Calumet Sheriff		
Hwy 114 and State Park Rd(TURN RIGHT)		Calumet Sheriff		
State Park Rd and Pigeon		SOAR		
State Park Rd and Golf Course Rd				
State Park Rd and Spring Hill				
Before Ranger Station	Mile 45	SOAR	7:24 AM	10:20 AM
State Park Rd and Lower Cliff Rd		SOAR		
High Cliff State Park REST/TRANS		SOARx 2		
High Cliff State Park T Intersection on Hill		SOAR		
State Park Rd onto service road (TURN RIGHT)		Bottle Exchange		
Park exit and High Cliff Rd (TURN RIGHT)		Bottle Exchange		
High Cliff Rd and Hwy 55 (TURN RIGHT)	Mile 47.5	Calumet Sheriff	7:29 AM	10:33 AM
Hwy 55 and Harrison Rd.				
Hwy 55 and Faro Springs Rd (TURN RIGHT)		Calumet Sheriff		
Faro Springs Rd and Lake Shore Dr (TURN LEFT)	Mile 50	raido club	7:35 AM	10:45 AM
Lake Shore Dr and Cty Rd EE		Calumet Sheriff		
Lake shore and Moore Rd	Mile 52.5		7:40 AM	10:57 AM

INTERSECTIONS	Mile	Marshal	Fastest	Slowest
Lake Shore Dr and Cty Rd E		Calumet Sheriff		
Lake Shore Dr and Mud Creek	Mile 55		7:46 AM	11:10 AM
Lake Shore Dr and Joe Rd.				
Lake Shore Dr and Quinney Rd	Mile 57.5	Rest stop	7:51 AM	11:23 AM
Lake Shore Dr. and Jefferson Rd				
Lake Shore and Winnebago Point Beach	Mile 60		7:57 AM	11:35 AM
Lake Shore Dr. and Harbor View		Calumet Sheriff		
Lake Shore Dr and Indian Rd.				
Lake Shore Dr and Cty HHH (Turn Left)	Mile 62.5	ARC FDL - 1	8:03 AM	11:45 AM
Cty HHH and Hwy 151		FDL Sheriff		
Cty HHH and Tower Rd				
Cty HHH and Cty C	Mile 65		8:13 AM	12:00 PM
Cty HHH and Cty G (TURN RIGHT)		FDL Sheriff		
Cty G and Cty HH		FDL Sheriff		
REST STOP 6	Mile 70	REST STOP 5- ARES RADIO OP FDL-2, 3, 4	8:25 AM	1:05 PM
Cty G and Cty Q		Bottle Exchange FDL- 5,6,7		
Cty G and Hickory Rd				
Cty G and Cty WH (curve)	Mile 75		8:37 AM	1:30 PM
Cty WH and Walnut Rd				
Cty WH and Pine Rd				
Cty WH and Oak Rd				
Cty WH and Evergreen				
Cty WH and Cty W				
Cty WH and Cty Rd WW				
Cty WH and Cty Rd WW (south side)				
Stenz W2217 Cty WH		REST STOP 6 FDL- 8,9,10		
Cty WH and Schaefer Rd				
Cty WH and 7 Hills Rd (Cty W)				
Cty WH and Konen Rd				
Cty WH and Tower Rd	Mile 80		8:50 AM	1:55 PM
Cty WH and Hwy QQ/Church Rd (St Peter)		FDL 11- Manna Vol & ARES RADIO OP		
Cty WH and Lakeview				
Cty WH and Kiekhaefer Pkwy	Mile 85		9:02 AM	2:20 PM
Cty WH and Cty Rd U/Ledge Rd		ARES RADIO OP		
Cty WH and DeerPath Rd		ARC FDL - 12		
Cty WH and Hwy 151		FDL Sheriff, ARES RADIO OP		
Winnebago Dr and Cty K		Race in Progress sign & ARES RADIO OP		
Winnebago Dr. and Luco		ARES RADIO OP		
Harborview and Winnebago		FDL Police		
Harbor View and Mohawk		No Parking (Many Signs) Sharp Turn (1 sign)		
Harbor View and Park				
Harbor View and Garfield	Mile 88		9:15 AM	2:45 PM



Neenah Special Event Permit Application

Event	Name <u>Community Fest - 2022</u>				
Description	Webpage _____				
	<input checked="" type="checkbox"/> Festival/Concert/Exhibition <input type="checkbox"/> Parade/March <input type="checkbox"/> Other: _____				
	<input type="checkbox"/> Tournament <input type="checkbox"/> Competitive Race <input type="checkbox"/> Assembly/Rally <input type="checkbox"/> Non-Competitive Run/Walk <div style="border: 1px solid black; width: 200px; height: 30px; margin-left: 10px;"></div>				
Schedule	List the event activities to take place (or attach brochure):				
	<div style="border: 1px solid black; padding: 5px;">July 3rd: Parade of Lights, Pajama Jams at Shattuck Park</div>				
	Date(s)	Setup Time	Start Time	End Time	Cleanup Time
	July 1	6:00a		3:00p	
July 3	7:00p	7:45/9:15	8:45/10:00p		
Location	<div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> Park/Public Property:</div><div><u>Shattuck, Doty and Riverside Parks</u></div></div> <div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> Public Street/Sidewalk/Trail:</div><div><u>Parade - Wisconsin Ave to north on Commercial Ave</u> <u>Area surrounding parade and event will have a significant impact on traffic and parking</u></div></div>				
	Applicant	Name <u>Michael Kading</u>		Daytime Phone <u>+1 (920) 886-6062</u>	
	Email <u>mkading@ci.neenah.wi.us</u>		Cell Phone <u>+1 (920) 419-3861</u>		
Organization	Name <u>Community Fest - Neenah</u>		Tax Exempt No. _____		
	Email <u>same</u>		Phone _____		
	Address <u>211 Walnut Street</u>				
	City <u>Neenah</u>	State <u>WI</u>	Zip Code <u>54956</u>		

The organization shall incur all City service and equipment costs associated with the event. 501(c) organizations with a valid tax exempt certificate receive reduced rates for services/equipment provided by the City. See Municipal Code §14-129(g) for details.



Neenah Special Event Permit Application

Police Department

Contact: Lieutenant Jon Kuffel

Phone: +1 (920) 886-6018

Address: 2111 Marathon Ave. Neenah, WI 54956

Email: jkuffel@ci.neenah.wi.us

1. Will you be using the Emergency Response Protocol supplied by the city? (See supplement.)

☒ Yes ☐ No

The protocol is a set of procedures to be used for various crises including inclement weather, medical emergencies, and disorderly conduct scenarios. It establishes responsibilities and expectations between the event organizer and emergency services in the event of a crisis. If you choose not follow the protocol provided by the city, attach a crisis management plan to this application. All plans must be approved by Neenah Police and Neenah-Menasha Fire Rescue.

2. List at least two Event Coordinator contacts who will be on-site during the event to address issues that might arise.

Event Coordinators are responsible for executing the Emergency Response Protocol.

Name Michael Kading

Phone +1 (920) 419-3861

Name Trevor Fink

Phone +1 (920) 268-6393

3. Will there be security/crowd control services on-site? If so, please list contractor:

☒ Yes ☐ No

Name Neenah Police Dept.

Phone _____

4. Will there be first aid/emergency responders on site? If so, please list contractor:

☒ Yes ☐ No

Name Gold Cross

Phone +1 (920) 727-3034

5. Describe the communication method/equipment that will be used to notify event staff/volunteers of emergencies:

2-way radios
Cell Phones

6. Describe the communication method/equipment that will be used to notify event attendees of emergencies:

July 4th, Riverside Park, park wide sound system

7. Identify the locations of the following (be specific):

Locations may instead be located on a map submitted with this permit. If a service is not provided or is not applicable, write in "N/A".

Loudspeaker/PA System Main Pavilion

Lost Child Recovery Site Main Pavilion

Severe Weather Shelter(s) Main Pavilion

First Aid Station(s) Main Pavilion (Info Tent), Gold Cross/Fire Dept (WI Ave / park exit)

Enclosed/Fenced Area(s) none

Enclosed areas are required for alcohol consumption. Entrances and exits must be numbered and labeled for any enclosed/fenced areas.



Neenah Special Event Permit Application

Neenah-Menasha Fire Rescue

Contact: Assistant Chief Vernon Green

Phone: +1 (920) 886-6201

Address: 125 E. Columbian Ave. Neenah, WI 54956 Email: vgreen@nmfire.org

8. Will there be any pyrotechnics or open burning?

☒ Yes ☐ No

A Fireworks/Open Burning Permit is required. Applications should be filed separately with Neenah-Menasha Fire Rescue.

9. Will there be any generators used?

☒ Yes ☐ No

10. Will there be any cooking operations?

☒ Yes ☐ No

11. Will there be any tents or canopies?

☒ Yes ☐ No

12. Will there be any use of drones?

☐ Yes ☒ No

Winnebago County Health Department

Contact: Env. Health Specialist Jennifer Bonzelet

Phone: +1 (920) 232-3000

Address: 112 Otter St. Oshkosh, WI 54901

Email: jbonzet@co.winnebago.wi.us

13. Will there be any food or beverages prepared or served?

☒ Yes ☐ No

If yes, contact the Winnebago County Health Department.

14. Will there be any portable toilets and/or wash stations?

☒ Yes ☐ No

15. Will there be any water activities (ie. dunk tanks, water slides)?

☐ Yes ☒ No

16. Will there be any animals?

☐ Yes ☒ No

Clerk's Office

Contact: City Clerk Patty Sturn

Phone: +1 (920) 886-6100

Address: 211 Walnut St. Neenah, WI 54956

Email: psturn@ci.neenah.wi.us

17. Will there be amplified music or announcements used for the event?

☒ Yes ☐ No

18. Will amplified sound be within 7 am - 10 pm on weekdays & 10 am - 11 pm on weekends/holidays?

☒ Yes ☐ No

If not, a special exemption must be requested and approved as part of this application. List the intended hours of amplified sound (per day, if applicable):

Start Time 11:00 AM End Time 10:30PM

19. Will there be any alcohol served?

☐ Yes ☒ No

A Temporary Class B Picnic License is required. Applications should be filed separately with the Clerk's Office.

20. Will there be any vendors/concessions? If so, please list:

☒ Yes ☐ No

Vendors will need to have a Solicitor Permit filed with the Clerk's Office.

Multiple food truck vendors. A list of event will be available by June 1, 2022



Special Event Permit Application

Traffic Department

Contact: Traffic Engineer James Merten
Address: 211 Walnut St. Neenah, WI 54956

Phone: +1 (920) 886-6243
Email: jmerten@ci.neenah.wi.us

21. Will the event close any street/sidewalk/trail (or portions thereof) to traffic?

☒ Yes ☐ No

Any adjacent properties must be notified by the applicant 5 weekdays in advance of the event. A copy of the notification must be submitted and approved by the City Traffic Engineer.

22. Will you be providing volunteers to direct traffic?

☒ Yes ☐ No

All volunteers must be properly equipped, trained, and supplied with the Volunteer Flagger Instructions. (See attached.)

23. Is any city traffic control equipment or services being requested? If so, check all that apply:

☒ Yes ☐ No

☒ Barricade/Sign Equipment

Check if you are requesting equipment to be delivered to the event grounds. Equipment will need to be moved to their placement locations during the event.

☒ Barricade/Sign Placement

Check if you are requesting equipment to be placed by the City during the event times.

☐ Flaggers to Direct Traffic

Availability of community service aides (CSAs) and/or police officers are not guaranteed.

☒ Traffic Signal Programming

Check if modifications to the traffic signal timing plans may be needed for the event.

☒ Message Boards

Message boards may be used to give advanced notification of street closures for the event.

24. Will a private contractor be used for barricading/signing equipment or services? If so, please list contractor: ☐ Yes ☒ No

Any traffic control plan not supplied by the City must be approved by the Traffic Department.

Name _____

Phone _____

25. List any shuttle services (including route locations) being provided for the event:

Shuttle service between Jefferson (Menasha) and Riverside Parks (Neenah)

26. List any locations to be used for either attendee or event staff parking:

Northside of Riverside Park

27. Please identify handicap accessible parking locations and accommodations:

ADA parking is location on the northside of Wisconsin Ave



Neenah Special Event Permit Application

Parks & Recreation Department

Contact: Parks & Recreation Office
Address: 211 Walnut St. Neenah, WI 54956
Phone: +1 (920) 886-6060
Email: parkrec@ci.neenah.wi.us

Public Works Department

Contact: Traffic Engineer James Merten
Address: 211 Walnut St. Neenah, WI 54956
Phone: +1 (920) 886-6243
Email: jmerten@ci.neenah.wi.us

28. Will there be any equipment requiring ground anchoring (ie. tents, fences)? If so, please list locations: ☒ Yes ☐ No

☒ Public Park/Property: Riverside Park

☐ Public Street/Trail: _____

☐ Other: _____

Any stakes or ground anchoring systems proposed on public property must be approved for their locations. Diggers Hotline (Website: www.diggershotline.com, Phone: 811) must be contacted a minimum of 4 working days before any ground anchors are placed.

29. If there are any portable toilets or wash stations (Question #14), identify proposed locations:

☒ Public Park/Property: Riverside Park

☐ Public Street/Trail: _____

☐ Other: _____

30. Have the park shelters been pre-reserved with the Park & Recreation Department?

☒ Yes ☐ No

Park reservations must be completed before submittal of this application.

31. Are you requesting any street sweeping services to be provided by the city?

☒ Yes ☐ No

32. Will there be any dumpsters and/or portable trash receptacles provided?

☒ Yes ☐ No

32. Will the event utilize environmentally conscious practices and/or provide recycling receptacles?

☒ Yes ☐ No

33. What tasks will be conducted to ensure the event site remains clean throughout (and after) the event?

Cleaning crews will be positioned throughout the park and performing cleaning duties throughout the day.

34. Please list any additional equipment or services requested to be provided by the city:



Neenah Special Event Permit Application

Checklist

Required to process application:

- ☒ **Application filed with the Mayor's Office within 45 days prior to the event (or 10 days, if there is no full/partial street closure).**
Special exceptions must be approved by the Special Events Task Force and the Mayor.
- ☐ **\$75 application fee. (Not applicable if there is no full/partial street closure.)** Receipt No: _____
Payment can be made at the Department of Legal & Administrative Services, 211 Walnut Street Neenah, WI 54956.
- ☒ **Reservation of park facilities.**
Reservations may be made at the Parks & Recreation Office, 211 Walnut Street Neenah, WI 54956. See Question #30.
- ☐ **Supplemental permits filed.**
See Questions #8 (Fireworks/Open Burning Permit), #13 (Food Vending Permit), #19 (Temporary Class B Picnic License), and #20 (Vendor/Solicitor License).
- ☐ **A detailed map of the event site/route.**
A map identifying the event footprint and layout must be submitted with this application.
- ☐ **A crisis management plan.**
Required when not following the Emergency Response Protocol that is provided by the City. See Question #1.

Required to approve application:

- ☐ **Liability insurance certificate.**
Policy must include \$1,000,000 of general liability per occurrence (no exclusions) naming the City of Neenah, its officers, council members, agents, employees, and authorized volunteers as additional insured(s).
- ☐ **Street closure notification letter.**
Required when properties adjacent to or are enclosed within a closed street or street network. Letters must be pre-approved by the City and must be delivered 5 days working days before the event start date.
- ☐ **Participant waiver forms.**
Any waivers of liability signed by participants of the event must also include the City of Neenah (using the same language as for the liability insurance certificate).
- ☐ **Traffic control plan.**
Required when a contractor is providing traffic control services. Traffic control plans must be approved by the Traffic Department.
- ☐ **Follow through with any contingencies required for approval of this permit application.**
Contingencies are determined upon approval of the permit application. The City reserves the right to revoke a permit if any contingency is not met.

Provisions & Terms

This permit is intended to clarify the working relationship between the Applicant of the special event and the City of Neenah. The Applicant agrees to abide by the terms of this permit and all existing policies governing use of City facilities unless specifically noted in the permit. Regulations in Municipal Code §14-125 through §14-132 shall apply to this permit.

Once filed with the Department of Legal & Administrative Services, this permit will be reviewed by the Special Events Task Force. Upon task force recommendation for approval, per Municipal Code §14-129(b)(1), Class B permit applications are approved by the Public Works Director or designee and Class C permit applications are approved by the Public Services & Safety Committee and the City Council. A copy of an approved application will be sent to the Applicant as confirmation of the approved permit. The Applicant is responsible for complying with any contingencies applied to this permit. Failure to do so shall void this permit.

No changes may be made by the Applicant, regarding items included in this agreement, unless written permission is attached to this document. When questions regarding this agreement arise, they should be directed to the appropriate Department. If questions arise during the event and the Department representative is unavailable, the decision of City Staff on duty shall prevail.

Staff and equipment needed to run the event are the responsibility of the Applicant. City services and equipment may be provided at the discretion of the appropriate Department. The Applicant shall be responsible for the City's reasonable service and/or equipment cost associated with the event. The charges are determined from actual cost as outlined in Municipal Code §14-129(g). An invoice detailing charges for City services and/or damages will be sent to the sponsoring organization following the event. Payment is due within 30 days of the date of the invoice.



Neenah Special Event Permit Application

Legal Notice

I, as an authorized member of the organization sponsoring this event, verify that the information contained in this application is true, correct, and complete to the best of my knowledge. I agree to all provisions and terms of this agreement and acknowledge that no changes may be made to this agreement, unless authorized written permission is granted.

I understand the filing of this application does not ensure the issuance of this permit. I also understand that all event organizers, staff, volunteers, participants, and spectators must comply with all applicable city ordinances, traffic rules, park rules, state health laws, fire codes, and liquor licensing regulations. Fees for park facilities, food sales permits, tent, and fireworks permits are in addition to the fees submitted for the Special Event Permit Application. I further understand that an incomplete application may be cause for denial of the event.

Hold harmless indemnification and defense.

For good and valuable consideration the applicant and/or the organization agrees to indemnify, defend and hold harmless the City of Neenah and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney fees arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

Signature

Date

January 7, 2022

Completed applications should be filed with the Department of Legal & Administrative Services, Neenah City Hall, 211 Walnut Street Neenah, WI 54956. For any questions regarding this application or the permitting process, contact Joni Heinz: Phone: +1 (920) 886-6104 Email: jheinz@cl.neenah.wi.us

OFFICE USE ONLY

Cost Estimate	Total Cost	Sponsor Cost
Parks & Recreation	—	—
Public Works/Traffic	\$ 3,604.00	—
Police	\$ 2,460.00	—
NM Fire	—	—
	Total \$ 6,064.00	—

Approvals

Special Events Task Force

Signature Date 1-12-22

Class B: Director of Public Works or Designee Class C: Public Services & Safety Committee / City Council

Signature _____ Date _____

Contingencies of Permit

CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Tuesday January 25, 2022, 6:30 PM

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

Excused:

Also Present: Mayor Kaufert, Public Works Director Kaiser, Parks & Recreation Director Kading, Police Chief Olson, Captain Van Sambeek, Traffic Engineer Merten, Public Works Office Manager Mroczkowski, Alderperson Boyette, Karen Dismer, Margaret Chrzan, Frank Headington, and Kyle Whyte-Flock Systems

Approval of Minutes of the meeting for the January 11, 2022 meeting

Motion Second/Carried Hillstrom/Lendrum to approve the minutes of the Meeting of January 11, 2022. All voting aye.

Public Appearances:

None

E. Bell Street Parking Petition

Ms. Dismer, 233 E. Bell Street, stated that she is the president of the condo association. She stated that the condo association is requesting a change in the speed limit on E. Bell Street from 30 MPH to 25 MPH from S. Park Avenue to Mahler Boulevard. She stated that the speed limit on the streets that feed into this stretch of E. Bell Street are all 25 MPH.

Ms. Dismer stated that the condo association is also asking for permission to park in the bike lane on the south side of the street. She stated that the driveways are shared. She stated there is no close side street to park on nor is there parking allowed on the north side of the street. Ms. Dismer stated that parking becomes an issue whenever the residents of the condos have guests. She stated that it is worse around the holidays.

Traffic Engineer Merten reviewed his memo of January 20, 2022 regarding the condo associations request for reducing the speed limit on E. Bell Street and allowing parking on the south side of E. Bell Street. He stated that a speed study should be completed before a reduction in the speed limit is considered. He stated that he recommends collecting and analyzing the data before making a formal decision.

Relative to the parking request, Traffic Engineer Merten stated that the pavement on E. Bell Street is 48 feet wide. He stated that with this width, this does allow enough room to add parking lanes on both the north and south side within the existing footprint while retaining the bike lanes and driving lanes. He stated that the cost of restriping to create parking lanes would be approximately \$10,400.

Ms. Chrzan, 225 E. Bell Street, stated that she does not feel that parking on the north side of the road would be used. She stated that in regards to the traffic study she feels that it should be done in the spring to late fall. She stated that in the summer the speeding gets quite bad.

Alderson Lendrum asked if the entrance to the trail is used by the residents of the condos. Ms. Dismer stated yes. She stated the closest crosswalk is at S. Park Avenue. She stated residents take a risk when trying to cross mid-block.

Alderson Bates stated that there are meeting minutes from the Public Services and Safety Committee meeting of August 8, 2017, where this topic was also discussed. She stated that they will be provided at a later date.

Alderson Bates stated that she agrees that we should wait until we have the traffic study report from Traffic Engineer Merten. She stated that the traffic study should be done at a time when there is high traffic volume.

Alderson Hillstrom stated that he also agrees that we should wait to make a decision until Traffic Engineer Merten has collected the data. He stated that Mahler Park is used heavily and produces a large volume of traffic. He stated the cost for striping the parking lanes would need to be included in the 2023 budget.

Alderson Stevenson stated that he supports waiting until we have more information and thinks we need set a deadline for staff to bring the traffic study back to committee.

Traffic Engineer Merten stated that he could have the traffic counts done by the end of April.

Alderson Lang asked if the parking issue is more associated with the holidays or year round. Ms. Dismer stated that it is not related to just the holidays.

Alderson Bates asked Police Chief Olson if this area has been an issue with parking in the street. Chief Olson noted that they have been called 8 times in the past 2 years to allow parking on the street.

Frank Headington, 251 E. Bell Street, stated that when he has a guest that needs to park in the street, he has to call the police department and give them the vehicle information so they do not get a ticket.

Alderson Lang stated that she feels that the parking issue should be addressed separately from the speed limit issue and be put on an earlier agenda. She requested that Traffic Engineer Merten provide costs for the pavement markings and bring back to the committee as soon as possible. Traffic Engineer Merten stated that he did provide a cost estimate in his memo for the pavement markings.

Alderson Hillstrom asked when this section of E. Bell Street is up for restriping. Traffic Engineer Merten did not have that information. He stated that this project would have to be part of the 2023 budget as the funds in this year's budget are dedicated for restriping the roundabouts.

Ms. Dismer stated that she does not feel that parking is needed on the north side of E. Bell Street either.

Alderson Stevenson stated that because of the wide driveways, there may not be enough parking available, and that maybe the parking should be on the north side of the street where there are no driveway entrances.

The Committee directed staff to complete a traffic study on E. Bell Street from Mahler Boulevard to S. Park Avenue and provide the data and a recommendation at the July

12th Public Services and Safety Committee meeting. The Committee also directed staff to prepare options and costs to provide on-street parking for consideration at an upcoming meeting.

Approve Contract for Flock Camera System

Police Chief Olson stated that this item was discussed in length during budget discussions. He opened the issue up for questions from the committee.

Mayor Kaufert asked what other local municipalities are using the Flock Camera system. Mr. Whyte stated that the City of Green Bay, City of Milwaukee, Milwaukee County Sheriff's Department, City of Hartford, and City of Grafton.

Chief Olson noted that this system will save a lot of manpower tracking down suspects. He stated that having multiple municipalities using the same system will allow our officers and investigators to locate which city's suspects have passed through.

Aldersperson Stevenson asked if the funding for this equipment is part of the Smart Cities Initiative. Chief Olson stated that the funding for this is in the Capital Improvement Program budget.

Aldersperson Stevenson noted that he does not see it listed in the CIP. Mayor Kaufert stated that he will follow up with Director Easker regarding the funding.

Aldersperson Hillstrom asked if any other cities in the Fox Valley are considering this system. Mr. Whyte stated that Flock is currently in conversations with the City of Appleton, City of Oshkosh, and the City of Stevens Point.

Aldersperson Stevenson noted that the City is are not buying the cameras but is leasing them. Mr. Whyte stated that Flock owns the cameras but the data is owned by the City of Neenah. He stated that if a camera is damaged, the first one is replaced for free and then after that there is a \$500 per camera replacement cost.

Aldersperson Stevenson noted that the annual maintenance cost will be \$15,000. Chief Olson stated that is correct.

Aldersperson Stevenson stated that he would like a follow-up on this system to make sure that it is functioning the way it is intended to. Chief Olson stated it will be included in the quarterly report.

Report Following discussion, **Motion/Seconded/Carried Lang/Hillstrom to recommend Council approve the Neenah Police Department to purchase the Flock Cameras for \$16,500 out of the 2022 Capital Improvement Programs budget and approve the Services Agreement between the City of Neenah Police Department and Flock Group, Inc.** Roll Call Vote. All voting aye.

2022 Capital Improvement Budget Adjustment Request: Apple Blossom Drive (Tullar Rd-Primrose Ln) Street Resurfacing

Director Kaiser reviewed his memo of January 20, 2022, regarding adding Apple Blossom Drive from Tullar Road to Primrose Lane to the 2022 Capital Improvement Program. He stated that in the course of preparing the plans for the water main replacement and street resurfacing in the Meadow Lane area, Public Works and Water Utility staff determined that because of the extent of work going to be done near Apple Blossom Drive this year, that this section should be included in the budget work. He stated that including this section will avoid leaving four short sections of the street unimproved which are in marginal condition.

Director Kaiser stated that the 2022 CIP budget for all street improvements is \$1,775,000. He stated if Apple Blossom Drive is included in this work program the estimated total cost would be \$1,777,000 which is \$2,000 over the CIP budgeted amount.

Director Kaiser stated that there will be no offset of costs through special assessments. He stated that the Neenah Water Commission has authorized this portion of Apple Blossom Drive to be added to the Water Utility's 2022 program. He stated that staff recommends that the 2022 Capital Improvement Budget be amended to add resurfacing on Apple Blossom Drive from Tullar Road to Primrose Lane using funds currently included in the program for Fredrick Drive, Wild Rose Lane, Green Acres Lane, Honeysuckle Lane, Meadow Lane and Primrose Lane, with any additional funds needed to come from Public Infrastructure Reserves.

Mayor Kaufert stated he has talked with the department heads and strongly urges the approval of this budget amendment.

Report
Following discussion, **Motion/Seconded/Carried Lang/Stevenson to recommend Council approve amendment to the 2022 Capital Improvement Program Budget to add the resurfacing on Apple Blossom Drive from Tullar Road to Primrose Lane, using funds currently included in the program for Fredrick Drive, Wild Rose Lane, Green Acres Lane, Honeysuckle Lane, Meadow Lane and Primrose Lane, with any additional funds needed to come from Public Infrastructure Reserves.** All voting aye.

Special Events

Neenah-Menasha Emergency Society Kitchen Tour/Food Trucks

C.A
Following discussion, **Motion/Second/Carried Stevenson/Lendrum to recommend the Council approve the Street Use Permit for the Neenah-Menasha Emergency Society Kitchen Tour/Food Trucks, sponsored by the Neenah-Menasha**

Emergency Society Kitchen to be held on April 28, 2022 from 11:00 AM to 7:00 PM. All voting aye.

Race the Lake

C.A. Following discussion, **Motion/Second/Carried Hillstrom/Lang to recommend the Council approve the Street Use Permit for Race the Lake, sponsored by the DuTriRun Foundation to be held on August 21, 2022 from 9:00 AM to 12:00 PM.** All voting aye.

Community Fest-2022

C.A. Following discussion, **Motion/Second/Carried Lang/Hillstrom to recommend the Council approve the Street Use Permit for Community Fest sponsored by the City of Neenah Parks & Recreation Department to be held on July 4, 2022 from 7:00 AM to 10:00 PM.** All voting aye.

Announcements/Future Agenda Items

Aldersperson Lang informed the Committee that she had discussed with Traffic Engineer Merten a request to review traffic speeds and pedestrian safety in the 200 Blk of W Wisconsin Avenue.

Adjournment: **Motion/Second/Carried Stevenson/Hillstrom to adjourn at 7:46 PM.** All voting aye.

Respectfully submitted,



Lisa Mroczkowski
Public Works Officer Manager

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: WI - Neenah PD Legal Entity Name:	Contact Name: Aaron Olson
Address: 2111 Marathon Ave Neenah, Wisconsin 54956	Phone: (920) 886-6000 E-Mail: aolson@ci.neenah.wi.us
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
--	---

Name	Price	QTY	Subtotal
Flock Falcon Camera	\$2,500.00	6.00	\$15,000.00
Implementation Fee	\$250.00	6.00	\$1,500.00

(Includes one-time fees)

Year 1 Total \$16,500.00

Recurring Total: \$15,000.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: WI - Neenah PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. “**Agency Hardware** ” shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Agency Hardware** ” excludes the Embedded Software.

1.3 “**Authorized End User(s)**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 “**Flock IP**” will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 “**Footage**” means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 “**Hardware**” or “**Flock Hardware**” shall mean the Flock cameras, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.9 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 “**Installation Services**” means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.12 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.13 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.14 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.15 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and

using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. WARRANTIES PROVIDED BY SAID THIRD PARTY SERVICE PROVIDERS ARE THE AGENCY'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment

plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) requested by the Agency will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have final discretion on installation and Reinstalls.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The “**Agency Installation Obligations**” include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, etc., if necessary), such costs to be approved by the Agency. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock’s access to Footage after the initial installation which would waive Flock’s responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor

may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 *Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right. In the event of natural expiration of this Agreement, Flock shall remove Flock Hardware at no additional cost to Agency.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support. If Agency chooses to self-install Hardware or install Hardware on a mobile location, Flock shall make reasonable commercial efforts to provide On-Site Services, if permissible. Agency shall not be entitled to reimbursement, tolling, or credit for any lapse in Services associated with the Unit malfunction due to installation on mobile locations (i.e. trailers). Agency waives any warranties hereunder for any self-installed Hardware, and Flock shall not be liable for failure to respond to any maintenance requests for self-installed Hardware. Agency shall be subject to Reinstall Fees for re-positioning Units on mobile locations, or subsequent installation on Flock or other stationary poles.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon

Agency's consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its Agency s, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Wisconsin, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses. including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency 's installation obligations, or otherwise from Agency 's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. This provision is subject to any obligations under FOIA and state-specific Public Records Acts. Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred

to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units (“**Agency Data**”). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency’s neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible

for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form, together the “**Initial Fees**”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the

“Initial Fees”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Initial Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Initial Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a

“Renewal Term”, and together with the Initial Term, the “Service Term”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Falcon Camera (Flock Hardware). Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (*“No-Fee Term”*). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days’ notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a *“Defect”*), Agency must first make commercially reasonable efforts to address the problem by contacting Flock’s technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its

contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Flock Hardware, Agency Hardware or Embedded Software in any manner, including operation of the Flock Hardware, Agency Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock or the Agency Hardware manufacturer; (b) damage, alteration, or modification of the Agency Hardware, Flock Hardware or Embedded Software in any way which would cause Agency Hardware, Flock Hardware or Embedded Software to malfunction; or (c) combination of the Agency Hardware or Embedded Software with software, Agency Hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE

EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF WISCONSIN.

7.5 Insurance. Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

7.6 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF WISCONSIN.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Wisconsin without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of Wisconsin will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Wisconsin by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 **Publicity.** Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.



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

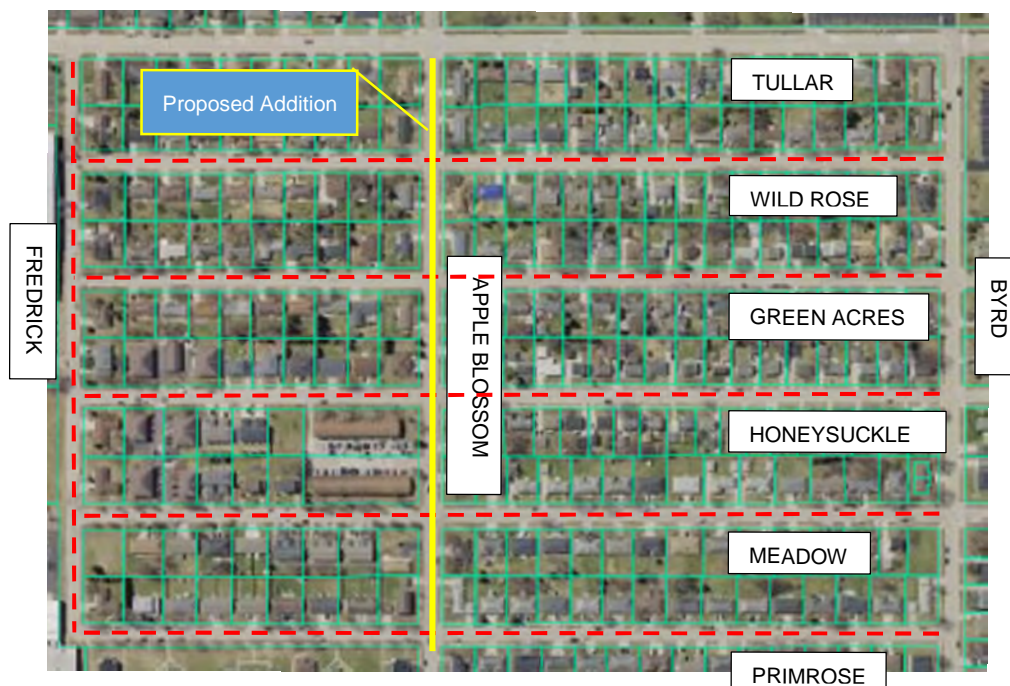
MEMORANDUM

DATE: January 20, 2022
TO: Mayor Kaufert and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: 2022 Capital Improvement Budget Adjustment Request: Street Resurfacing on Apple Blossom Drive (Tullar Rd - Primrose Ln)

In the course of preparing plans for water main replacement and street resurfacing in the Meadow Lane area, PW and Water Utility staff have determined that, given the extent of the work affecting Apple Blossom Drive, it should have been included in the budgeted work. From a water main standpoint, doing that section of street will avoid costs to install the pipe fittings needed to tie the side street water mains into the Apple Blossom Drive main. From a street standpoint, doing that section of Apple Blossom avoids leaving four short sections of the street unimproved, several of which are in marginal condition.

For the budgeted street improvements on this project, the capital improvements program includes \$1,775,000 overall. A current cost estimate for this project, excluding Apple Blossom Drive, is \$1,698,000. The cost estimate, including Apple Blossom Drive is \$1,777,000. There are no special assessments related to this work. Director Mach has received authorization from the Neenah Water Commission to add this section of Apple Blossom Drive to the Water Utility's 2022 program.

Staff recommends that the 2022 capital improvement budget be amended to add resurfacing on Apple Blossom Drive from Tullar Road to Primrose Lane using funds currently included in the program for Fredrick, Wild Rose, Green Acres, Honeysuckle, Meadow and Primrose, with any additional funds needed to come from Public Infrastructure Reserves.



**CITY OF NEENAH
FINANCE AND PERSONNEL COMMITTEE MEETING**

Monday, January 24, 2022 – 6:30 p.m.

Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting occurred at a virtual location accessed by conference call on gotomeeting.com.

MINUTES

Present: Chairman Erickson; Aldermen Stevenson, Skyrms, Boyette and Borchardt; Mayor Kaufert, City Attorney Westbrook; Director of Finance Easker.

Others Present: Alderman Hillstrom, Director of Information Systems Wenninger, Deputy Director of Community Development Schmidt, Aldermanic Candidate Dan Steiner.

Absent/Excused: None.

Public Appearances: None.

Minutes: Motion/Second/Carried Skyrms/Borchardt to approve the minutes from the January 10, 2022 Regular Meeting. All voting aye.

Fire 31 Training Center Audio Upgrade: Committee reviewed memo from Director Wenninger requesting approval to enter into an agreement with CCCP to provide the necessary equipment and services to upgrade the audio at the Fire 31 Training Center at a cost not to exceed \$12,700. In the memo, he indicates that funding for this purchase includes \$12,000 from Information Systems 2022 Capital Equipment Budget and \$700 from Information Systems Operating Budget. The City received two quotes for the project, with CCCP submitting the low quote of \$12,651.07.

Committee and staff discussed various aspects of the proposed purchase. Issues discussed included the deficiencies with the existing audio system and the ability to be able to relocate most of the equipment should it be necessary. Alderman Stevenson pointed out that the 2022 Information Systems 2022 Capital Equipment Budget includes \$15,000 for the purchase. Director Wenninger concurred that was the correct amount and agreed that amount was sufficient to cover the entire cost of the purchase.

Motion/Second/Carried Stevenson/Skyrms requesting Council's approval to enter into an agreement with CCCP to provide the necessary equipment and services to upgrade the audio at the Fire 31 Training Center at a cost not to exceed \$12,700. Funding for this purchase will come from \$15,000 budgeted for the project in Information Systems 2022 Capital Equipment Budget.

All voting aye.

Website CMS Tool Implementation and Template Update Services: Committee reviewed memo from Director Wenninger requesting approval to enter into an

agreement with Stellar Blue Technologies of Neenah for website template updates and content management system services, at a cost not to exceed \$20,000. Funding for this purchase of \$20,000 was approved in Information Systems' 2022 Capital Equipment budget. Stellar Blue has been the City's website design and maintenance provider since 2015. Director Wenninger said that this project will essentially be a refresh or update of the City's website maintaining the underlying framework and platform the existing site was built on with the three objectives of 1). Implementing current website industry standards and best practices; 2). Implementing or adjusting current design techniques to adhere more closely to ADA standards; and 3). Integration of Elementor, a recently released WordPress CMS page builder plugin tool.

Committee and staff discussed various aspects of the proposed purchase. Issues discussed included the need for the website to adhere to ADA standards and potential staff training for the WordPress product.

Motion/Second/Carried Borchardt/Stevenson recommending Council's approval to enter into an agreement with Stellar Blue Technologies of Neenah for website template updates and content management system services, at a cost not to exceed \$20,000. Funding for this purchase of \$20,000 was approved in Information Systems' 2022 Capital Equipment budget. All voting aye.

Annexation #225 (Woodenshoe Road – Town of Vinland) – 1.15 Acres: Committee reviewed memo from Director Easker recommending Council approve Annexation #225 (Woodenshoe Road – Town of Vinland) – 1.15 Acres. The subject land is currently owned by the City and will be sold to Eternity Construction, LLC. The land will be combined with other acreage for the purpose of developing 31 residential lots as part of Phase II of the CTHG/Woodenshoe Road concept plan. City departments who expressed an opinion all recommend approval or do not object to the proposed annexation.

Committee and staff discussed various aspects of the proposed annexation. Issues discussed included sale price for the property and the timing of the annexation.

Motion/Second/Carried Stevenson/Borchardt recommending Council approve Annexation #225 (Woodenshoe Road – Town of Vinland) – 1.15 Acres. All voting aye.

Annexation #226 (CTH G – Town of Neenah) – 13.478 Acres: Committee reviewed memo from Director Easker recommending Council approve Annexation #226 (CTH G – Town of Neenah) 13.478 Acres. The subject land is owned by The Way to Succulents Properties, LLC, who propose to use the property to grow and sell succulent plants. Initially, greenhouses will be constructed on the northern half of the property. The southern half to be continued to be farmed, with light industrial use development potentially in the future. Regarding costs of improvements, the City would initially pay \$300,000 for an extension of the sanitary sewer main from Schultz Drive east along

REPORT

REPORT

CTH G to the property line. Of that cost, \$50,000 would be immediately assessable to the property owner, with the remainder to be held as a deferred special assessment for any adjacent properties that annex in the future.

Committee and staff discussed various aspects of the proposed annexation. Issues discussed included the products and services proposed to be provided by the business owner as well as their need for City sewer and water services.

Motion/Second/Carried Skyrms/Boyette recommending Council approve Annexation #226 9CTH G – Town of Neenah) 13.478 Acres. All voting aye.

Development Agreement – The Homes at Freedom Meadows Subdivision:

Committee reviewed memo from Deputy Director Schmidt recommending Council approve The Homes at Freedom Meadows Subdivision Development Agreement. The agreement with Van Sistine Homes, LLC includes the sale of 14.103 acres of property owned by the City to the developer for the development of 31 residential properties along the northwest corner of CHT G and Woodenshoe Road. Under the agreement, the developer would purchase the land from the City at a price of \$125,262.85, along with paying the other typical fees such as subdivision, oversize sanitary sewer and storm water. The City would, in turn, reimburse the developer for specific costs as provided for in the agreement.

Committee and staff discussed various aspects of the proposed development agreement. Issues discussed included the typical lot sizes for the development as well as how much HOA provisions would dictate the type and style of homes constructed within the subdivision.

Motion/Second/Carried Stevenson/Skyrms recommending Council approve The Homes at Freedom Meadows Subdivision Development Agreement. All voting aye.

Motion/Second/Carried Borchardt/Stevenson to adjourn the meeting at 7:05 p.m. All voting aye.

Respectfully submitted,



Michael K. Easker, CPA
Director of Finance

REPORT

REPORT



Information Systems
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426
Phone 920-886-6174 • e-mail: jwenninger@ci.neenah.wi.us
JOSEPH L. WENNINGER
INFORMATION SYSTEMS DIRECTOR

M E M O R A N D U M

DATE: Wednesday, January 19, 2022
TO: Chairperson Erickson and Members of the Finance and Personnel Committee
FROM: Joseph L. Wenninger, Information Systems Director
RE: Fire 31 Training Center Audio Upgrade

I am looking for Finance and Personnel Committee approval to enter into an agreement with CCCP to provide the necessary equipment and services to upgrade the audio at the Fire 31 Training Center at a cost not to exceed \$12,700. Funding for this purchase includes \$12,000 from Information Systems 2022 Capital Equipment Budget and \$700 from Information Systems Operating Budget.

In 2015/2016 space acquired at Fire 31 with the departure of Fox Valley Technical College was converted into a training center for the City. At that time it was envisioned that the majority of training to be conducted at the location would be hands-on computer training requiring very little in the way of audio technology, so the only audio implemented at the time was desktop speakers for the training computers. Recently there has been a significant increase in utilization and the training has become more oral and presenter led causing significant issues with the limited audio capabilities installed in the room.

To rectify this issue, I solicited bids from both CCCP of Green Bay and Arrow AV of Little Chute to add microphones, speakers and control equipment greatly enhancing the audio environment and providing the ability to control audio levels based on whether the room were divided with the portable wall or not.

The quotes that the City received were \$12,651.97 from CCCP and \$22,593.98 from Arrow AV. The main reason for the significant difference in cost is that Arrow AV proposed digital ceiling panel array microphones and a few additional ceiling speakers, whereas CCCP proposed two gooseneck ceiling microphones. The cost difference of the proposed microphone solution alone is \$4,000 to \$5,000 per panel.

Because of the wide difference in microphone solutions proposed, I visited two training rooms at CCCP to experience each solution as CCCP also has the ability to implement the digital ceiling panel array. CCCP also informed me that they have installed the solution that they proposed for the City of Neenah in all City of Green Bay Fire Stations (9) and the City's Police Department. Based on my visit and the fact that this is a proven solution it is my opinion that the gooseneck ceiling microphones will adequately meet the City's needs.

CCCP's AV references consists of the following to name a few:

- Lambeau Field
- Titletown District in Green Bay
- Appleton Area School District
- City of Sturgeon Bay
- Green Bay Fire and Police (10 Facilities)
- Outagamie County Courts
- Door County

If you have any questions regarding this request please feel free to reach out to me, else I will be available at the January 24, 2022 Finance and Personnel Committee meeting. Thanks.



Information Systems
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Phone 920-886-6174 • e-mail: jwenninger@ci.neenah.wi.us
JOSEPH L. WENNINGER
INFORMATION SYSTEMS DIRECTOR

M E M O R A N D U M

DATE: Wednesday, January 19, 2022
TO: Chairperson Erickson and Members of the Finance and Personnel Committee
FROM: Joseph L. Wenninger, Information Systems Director
RE: Website CMS Tool Implementation and Template Update Services

I am requesting approval to enter into an agreement with Stellar Blue Technologies of Neenah for website template updates and content management system services, at a cost not to exceed \$20,000. Funding for this purchase was approved in Information System's 2022 Capital Equipment budget.

First, this project is not a total redesign and overhaul of the City's website that was launched in March of 2015. If it was a formal RFP process would have been followed and the cost would have likely been in the \$40,000 - \$50,000 range. This project will essentially be a refresh or update of the City's website maintaining the underlying framework and platform the existing site was built on with the following three objectives:

- Implement current website industry standards and best practices
- Implement or adjust current design techniques to adhere more closely to ADA standards
- Integration of Elementor, a recently released WordPress CMS page builder plugin tool

Of the three mentioned objectives the most exciting one is the integration of Elementor. This tool will significantly increase the efficiency by reducing the time commitment for all department web maintainers to change, delete, add, etc. content to their pages utilizing the following features:

- There are more than 90 content elements/modules to choose from — images, headings, buttons, carousels, counters, progress bars, testimonials and more.
- Most things work with drag-and-drop — you can take any element and move it to a new spot simply by dragging it across the screen.
- *'What you see is what you get'* — which means the version of the page you see in the Elementor interface is precisely what your visitors are going to see (unlike working with HTML and CSS, the old-school way).
- The pages are all mobile-responsive and SEO-friendly.
- There's a library of pre-made page templates that can be imported and modified. At the time of writing, there were 150-plus templates available.

If you have any questions please feel free to reach out to me at your leisure or I will be happy to address them during the January 24th Finance and Personnel Committee meeting. Thanks.



Department of Finance
211 Walnut St., P.O. Box 426, Neenah, WI 54957-0426
Phone: 920-886-6140 Fax: 920-886-6150
website/e-mail: www.ci.neenah.wi.us

MEMORANDUM

TO: Mayor Kaufert, Finance and Personnel Chairman Erickson, Members of the Finance and Personnel Committee
FROM: Michael K. Easker, Director of Finance
DATE: January 20, 2022
RE: Annexation Impact Report - Annexation #225 (Woodenshoe Road - Town of Vinland) - 1.15 acres

In accordance with Section 26.29 (3) of the City of Neenah Municipal Code, the following information summarizes the anticipated impact of the above referenced annexation being proposed. All detailed impact reports are attached.

A. PUBLIC IMPROVEMENT-ESTIMATED COSTS

1. City	\$0.00
2. Water Utility (net of current special assessments)	0.00
Total Estimated Costs	\$0.00

B. ESTIMATED REVENUES

Current

1. City (Fees)

a). City and State review fees	\$0.00
b). Oversized sanitary sewer interceptor fee - 1.15 acres @ \$1,000/acre	1,150.00
c). Subdivision fee - 1.15 acres @ \$1,000/acre	1,150.00
d). Storm Sewer fee - 1.15 acres @ \$5,000/acre	5,750.00
Total City Fees	\$8,050.00

2. Water Utility

a). Water Main/Service Laterals/Meter Equipment	\$0.00
Total Current Fees	\$8,050.00

Future

1. Water Utility

a). Rate Revenue Annually Upon Annexation	\$0.00
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Deferred Assessments

1. City

a). Sanitary Sewer Main	\$0.00
b). Sanitary Sewer Lateral	0.00
c). Storm Sewer Lateral	0.00
d). Engineering/Inspection/Contract Admin	0.00

2. Water Utility

a). Watermain	0.00
Total Deferred Assessments	\$0.00

C. PERSONNEL, EQUIPMENT, BUILDINGS

No department reported the immediate need for any additional personnel, equipment or buildings as a result of the proposed annexation.

D. RECOMMENDATIONS

The following departments that have expressed an opinion all recommend approval of or do not object to the proposed annexation: Community Development, Public Works, Water, Police, Fire/Rescue Parks and Finance.



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

MEMORANDUM

DATE: January 24, 2022
TO: Mayor Kaufert, Chairperson Erickson, Members of the Finance and Personnel Committee
FROM: Brad Schmidt, Community Development Department
RE: Annexation Impact Memo
City of Neenah-Woodenshoe Road (Part of Parcel 026002302)

In response to the above annexation, I submit the following in accordance with Section 26-29, City of Neenah Code of Ordinances. Due to an illness, Director Kaiser was unable to respond to the annexation impact request. Information related to department operations will be provided before to the Committee prior to the Common Council meeting.

- A. Additional Personnel: This information will be provided by Director Kaiser before the Common Council meeting.
- B. Additional Equipment: This information will be provided by Director Kaiser before the Common Council meeting.
- C. New Buildings: This information will be provided by Director Kaiser before the Common Council meeting.
- D. Additional Public Improvements and Costs:\$0
1. None
- E. Miscellaneous Costs:\$0
1. None.
- F. Estimated Revenues:\$8,050.00
1. Fees
a. Oversized existing sanitary sewer interceptor fee at \$1,000/acre. \$ 1,150.00
Est. Actual size = 1.15 acres
Size per Ordinance = 1.15 acres
b. Subdivision fee at \$1,000/acre \$1,150.00
Est. Actual size = 1.15 acres
Size per Ordinance = 1.15
c. Storm sewer fee at \$5,000/acre. \$ 5,750.00
Est. actual size = 29.754 acres (including wetlands)
Size per Ordinance = 1.15 acres (This includes wetlands. Final
payment calculation will deduct wetlands acreage from this total.)
2. Deferred Assessments:\$0
a. \$ 0.00

Total Fees and Assessments	\$8,050.00
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- G. Recommendation: This annexation is recommended.



Department of Community Development and Assessment

211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426

Phone 920-886-6126 • e-mail: bschmidt@ci.neenah.wi.us

BRAD R. SCHMIDT, AICP

DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT & ASSESSMENTS

DATE: January 24, 2022
TO: Mayor Kaufert, Finance Committee and Common Council
FROM: Brad Schmidt, Deputy Director
RE: Annexation #225 (Woodenshoe Road– T. of Vinland) – 1.15 Acres

In accordance with Section 26-29 of the Zoning Code, I am submitting the following comments relative to the proposed annexation.

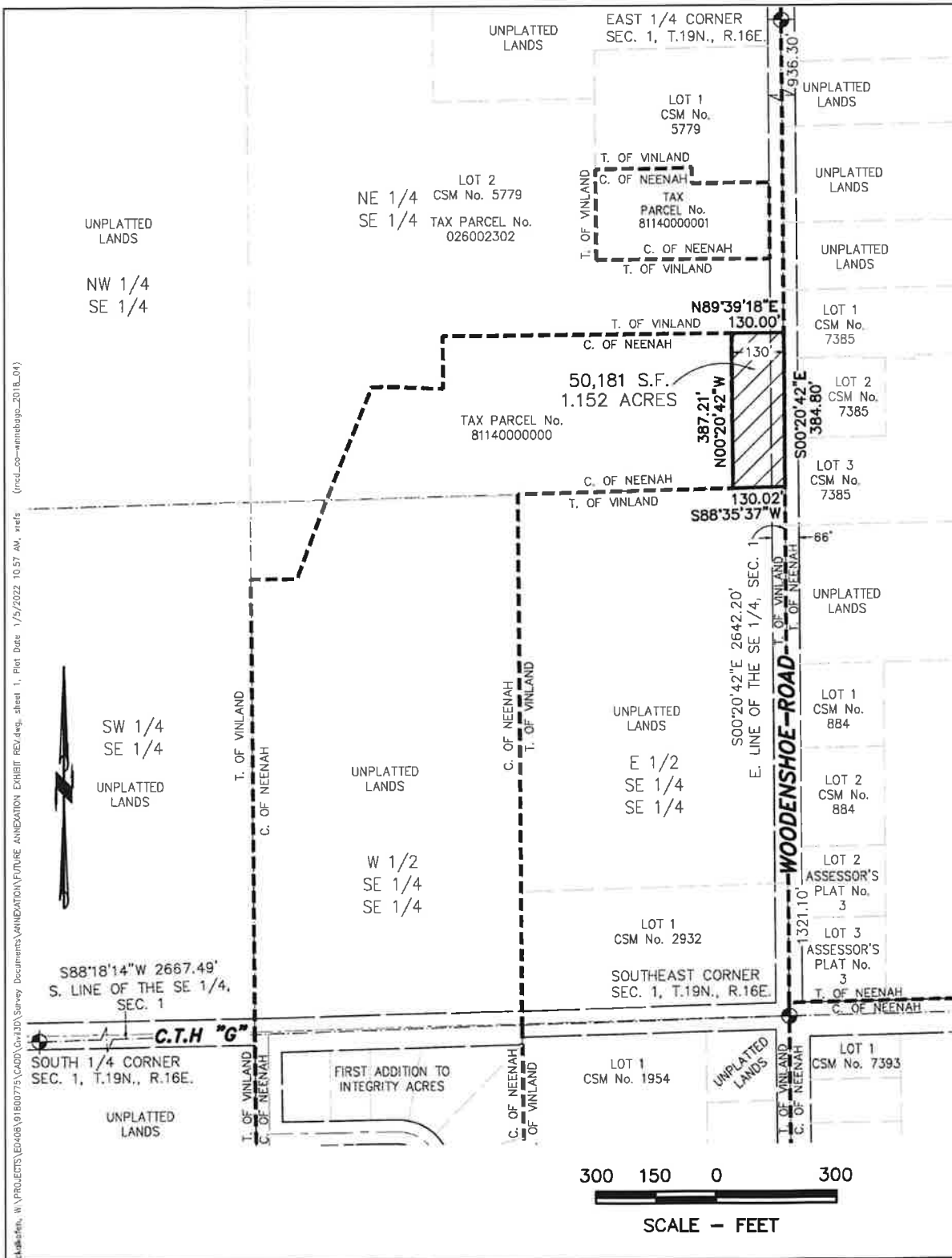
- Revenues will be generated from development review fees, plan reviews and construction permits.
- The subject land is currently owned by the City and will be sold to Eternity Construction, LLC in the amount of \$8,882/acre (\$10,214).
- The proposed annexation includes approximately 1.15 acres of land along the Woodenshoe Road in the Town of Vinland.
- The purpose of the annexation is to develop Phase II of the CTH G/Woodenshoe Road concept plan (See Attached). Approximately 31 lots will be developed. The total development area is a little over 14 acres in size. The majority of the land was annexed in 2021.
- Upon annexation, the Zoning Classification will be R-1, Single-Family Residence District.
- The proposed annexation will not have any significant impact on the Assessor's operation.

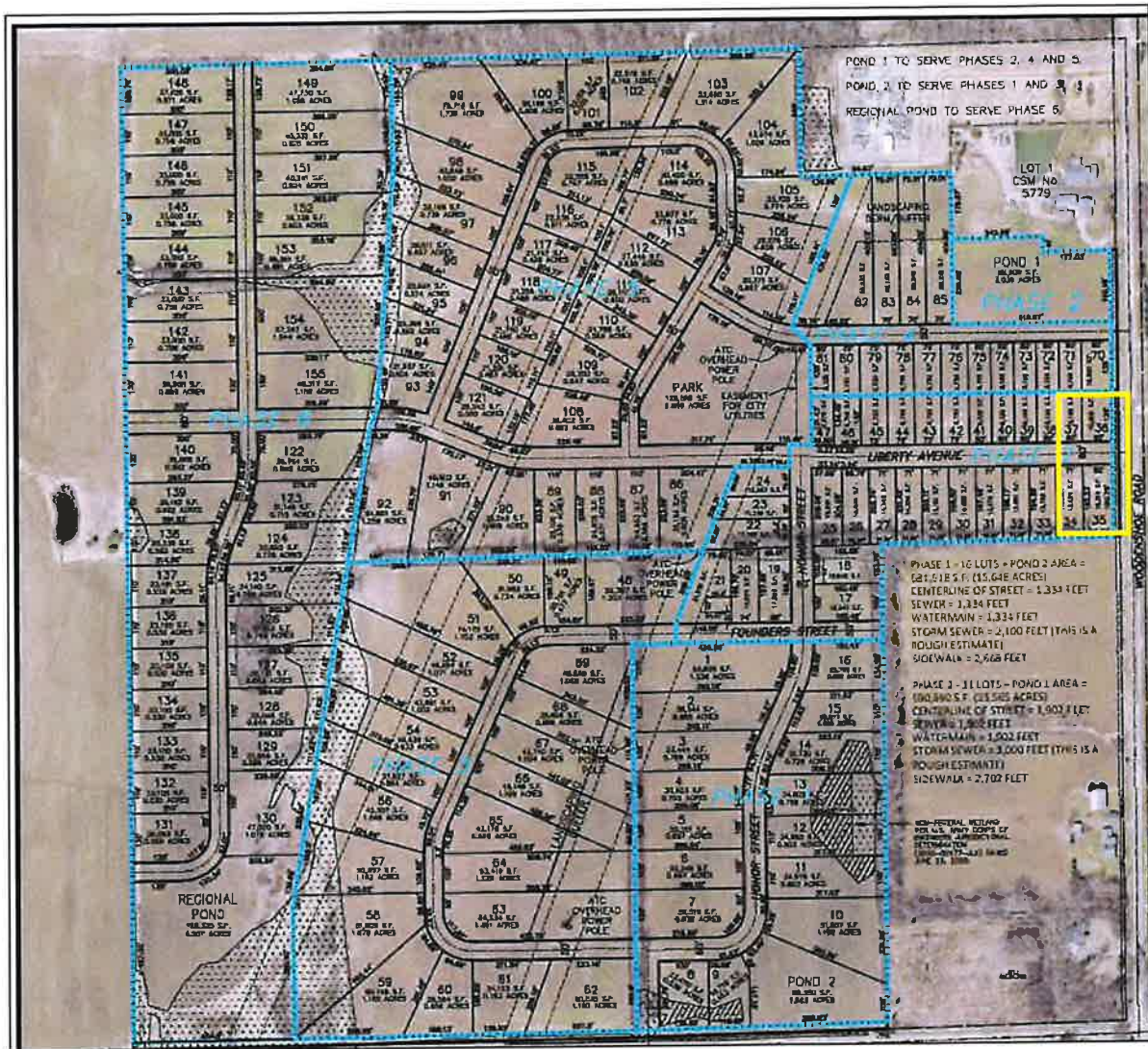
Recommendation

The Department of Community Development and Assessments recommends Ordinance #2022-03 be approved and the petition for annexation of 1.15 acres of land located along Woodenshoe Road be accepted.

CITY OF NEENAH
Dept. of Community Development

January 17, 2022 – Page 2







Aaron L. Olson
Chief of Police

CITY OF NEENAH POLICE DEPARTMENT



2111 Marathon Avenue
Neenah, Wisconsin 54956

Memo

To: Neenah City Council
Mayor Dean Kaufert
From: Chief Aaron L. Olson
Date: January 13, 2022
Re: Town of Vinland – 1368620 Woodenshoe Road
Annexation of Property

The Neenah Police Department has received a copy of the petition for annexation for the Town of Vinland address, 1368620 Woodenshoe Road.

We review annexation requests based on the following criteria:

- Size of proposed annexation
- Anticipated use of property
- Accessibility to emergency vehicles
- 5-year history of law enforcement response to the property
- Impact on safe traffic movement

In this case, the property has no significant history. The key factors for police are size, anticipated use, and traffic concerns.

Size: The size of this annexation does not present a police concern in its present use.

Anticipated Use: No known law enforcement concerns.

Five year history of law enforcement: No known law enforcement concerns.

Traffic Concerns: Given the size and location of this parcel, there is little concern for increased traffic problems and or accessibility to emergency vehicles.

Recommendation: The police department offers no objection to the proposed annexation.





Memorandum

TO: Mayor Kaufert
City of Neenah Common Council
City of Neenah Finance & Personnel Committee

FROM: Kevin Kloehn
Fire Chief

DATE: January 13, 2022

RE: Impact on Annexation No. 225 – Lot 2 of CSM No. 5779

This memo is reference to the proposed annexation.

This particular annexation would have no immediate impact to the operations of Neenah-Menasha Fire Rescue. However, if this property is used to build a new multi-family residential dwelling, assisted living complexes, industrial business, etc., this would have an immediate impact on operations in our Inspection Bureau and EMS services.

The property is within our normal response time and protection capabilities that currently exist with Neenah-Menasha Fire Rescue.

If you have any questions or concerns, please feel free to call me at 886-6203.

Thank you.



Department of Parks & Recreation

DATE: 19 January 2022

TO: Members of the Finance and Personnel Committee
Members of the Plans Commission

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

RE: ANNEXATION IMPACT REPORT –
Annexation Petition 225 Part of Lot 2 of CSM 5779

We have reviewed the annexation petition and have the following comments:

Service Radius – City of Neenah residents should have access to a suitable public park within .5 miles from their homes that is walkable and/or bikeable, uninterrupted by non-residential roads and other physical barriers. The area under consideration falls within the Liberty Park service area.

Hwy G is a high speed road and consideration should be given to park land between Breezewood and Hwy G should annexation/development continue to occur.

Additional Personnel – None required.

Additional Equipment – None required.

Additional Improvements – None required

The annexation is recommended.

Creating Community Through People, Parks & Programs

Department of Parks & Recreation
PO Box 426
Neenah, WI 54957-0426

phone: 920-886-6062
fax: 920-886-6069
email: emccoy@ci.neenah.wi.us



Neenah Water Utility

211 Walnut St. PO Box 426 Neenah, WI 54957-0426

Office: (920) 886-6182 Cell: (920) 858-6300

Email: amach@ci.neenah.wi.us

Anthony L. Mach

Director of Neenah Water Utility

MEMORANDUM

DATE: January 14, 2022

TO: Mayor Kaufert, Chairperson Erickson, and Members of the Finance and Personnel Committee

FROM: Anthony L. Mach

RE: Woodenshoe Road - Annexation No. 225

In accordance with Section 26-29 (3) of the City of Neenah Municipal Code, the following information summarizes the anticipated impact upon the Water Utility of the proposed annexation of 1.152 Acres of property currently located in the Town of Vinland (Woodenshoe Road - Annexation No. 225)

1. No additional personnel will be required. However, as water main is extended, the need for more personnel may arise in the future.
2. There are no additional costs beyond those specified in the *Eternity Acres Phases 1 & 2 Annexation* Memo dated March 24, 2021.
3. No additional buildings will be required.
4. Water main will be installed from along Liberty Avenue to bring water into the annexed area. The Developer will be responsible for all costs incurred for the installation of water mains, valves, services, hydrants, and related appurtenances. All water mains, valves, services, hydrants, and related appurtenances shall be installed to Neenah Water Utility specifications.
5. There are no additional costs to treat water beyond those specified in the *Eternity Acres Phases 1 & 2 Annexation* Memo dated March 24, 2021. The users will be billed for water usage through the quarterly utility bill.
6. The total estimated additional capital cost is \$0.
7. Upon full development, there is no additional yearly Water Utility revenue beyond that which is specified in the *Eternity Acres Phases 1 & 2 Annexation* Memo dated March 24, 2021. Sewer and storm water revenues are not included in these estimates.
8. We recommend approving this annexation.



Department of Finance
211 Walnut St., P.O. Box 426, Neenah, WI 54957-0426
Phone: 920-886-6140 Fax: 920-886-6150
website/e-mail: www.ci.neenah.wi.us

MEMORANDUM

TO: Mayor Kaufert, Finance and Personnel Chairman Erickson, Members of the Finance and Personnel Committee
FROM: Michael K. Easker, Director of Finance
DATE: January 20, 2022
RE: Annexation Impact Report - Annexation #226 (CTH G - Town of Neenah) - 13.478 acres

In accordance with Section 26.29 (3) of the City of Neenah Municipal Code, the following information summarizes the anticipated impact of the above referenced annexation being proposed. All detailed impact reports are attached.

A. PUBLIC IMPROVEMENT-ESTIMATED COSTS

1. City	\$300,000.00
2. Water Utility (net of current special assessments)	40,000.00
Total Estimated Costs	\$340,000.00

B. ESTIMATED REVENUES

Current

1. City (Fees)

a). City and State review fees	\$0.00
b). Oversized sanitary sewer interceptor fee - 13.48 acres @ \$1,000/acre	13,480.00
c). Storm Sewer fee - 13.48 acres @ \$5,000/acre	67,400.00
Total City Fees	\$80,880.00

2. Water Utility

a). Water Main/Service Laterals/Meter Equipment	\$1,200.00
Total Current Fees	\$82,080.00

Future

1. Water Utility

a). Rate Revenue Annually Upon Annexation	\$3,010.00
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Deferred Assessments

1. City

a). Sanitary Sewer Main	\$0.00
b). Sanitary Sewer Lateral	0.00
c). Storm Sewer Lateral	0.00
d). Engineering/Inspection/Contract Admin	0.00

2. Water Utility

a). Watermain	39,100.00
Total Deferred Assessments	\$39,100.00

C. PERSONNEL, EQUIPMENT, BUILDINGS

No department reported the immediate need for any additional personnel, equipment or buildings as a result of the proposed annexation.

D. RECOMMENDATIONS

The following departments that have expressed an opinion all recommend approval of or do not object to the proposed annexation: Community Development, Public Works, Water, Police, Fire/Rescue Parks and Finance.



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

MEMORANDUM

DATE: January 24, 2022
TO: Mayor Kaufert, Chairperson Erickson, Members of the Finance and Personnel Committee
FROM: Brad Schmidt, Community Development Department
RE: Annexation Impact Memo
City of Neenah-CTH G Annexation (Parcel 01001680101)

In response to the above annexation, I submit the following in accordance with Section 26-29, City of Neenah Code of Ordinances. Due to an illness, Director Kaiser was unable to respond to the annexation impact request. Information related to department operations will be provided before to the Committee prior to the Common Council meeting.

- A. Additional Personnel: This information will be provided by Director Kaiser before the Common Council meeting.
B. Additional Equipment: This information will be provided by Director Kaiser before the Common Council meeting.
C. New Buildings: This information will be provided by Director Kaiser before the Common Council meeting.

D. Additional Public Improvements and Costs:\$300,000.00
1. Sanitary Sewer Main Extension – Per Director Kaiser, the cost to extend the sanitary sewer main from Schultz Drive east along County Road G to the east property line of parcel number 01001680101 is approximately \$300,000. The estimated assessable cost to the annexing parcel is \$50,000. The remaining extension cost will be held as a deferred special assessment for properties located along County Road G and paid to the City when those properties annex and connect to the sanitary sewer.

E. Miscellaneous Costs:\$0
1. None.

F. Estimated Revenues:\$80,880.00

1. Fees
a. Oversized existing sanitary sewer interceptor fee at \$1,000/acre. \$ 13,480.00
Est. Actual size = 13.48 acres
Size per Ordinance = 13.48 acres
b. Storm sewer fee at \$5,000/acre. \$ 67,400.00
Est. actual size = 29.754 acres (including wetlands)
Size per Ordinance = 13.48 acres (This includes wetlands. Final payment calculation will deduct wetlands acreage from this total.)
2. Deferred Assessments:\$0
a. \$ 0.00

Total Fees and Assessments	\$80,880.00
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G. Recommendation: This annexation is recommended.



Department of Community Development and Assessment
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426
Phone 920-886-6126 • e-mail: bschmidt@ci.neenah.wi.us
BRAD R. SCHMIDT, AICP
DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT & ASSESSMENTS

DATE: January 24, 2022
TO: Mayor Kaufert, Finance Committee and Common Council
FROM: Brad Schmidt, Deputy Director
RE: Annexation #226 (County Highway G – T. of Neenah) – 13.478 Acres

In accordance with Section 26-29 of the Zoning Code, I am submitting the following comments relative to the proposed annexation.

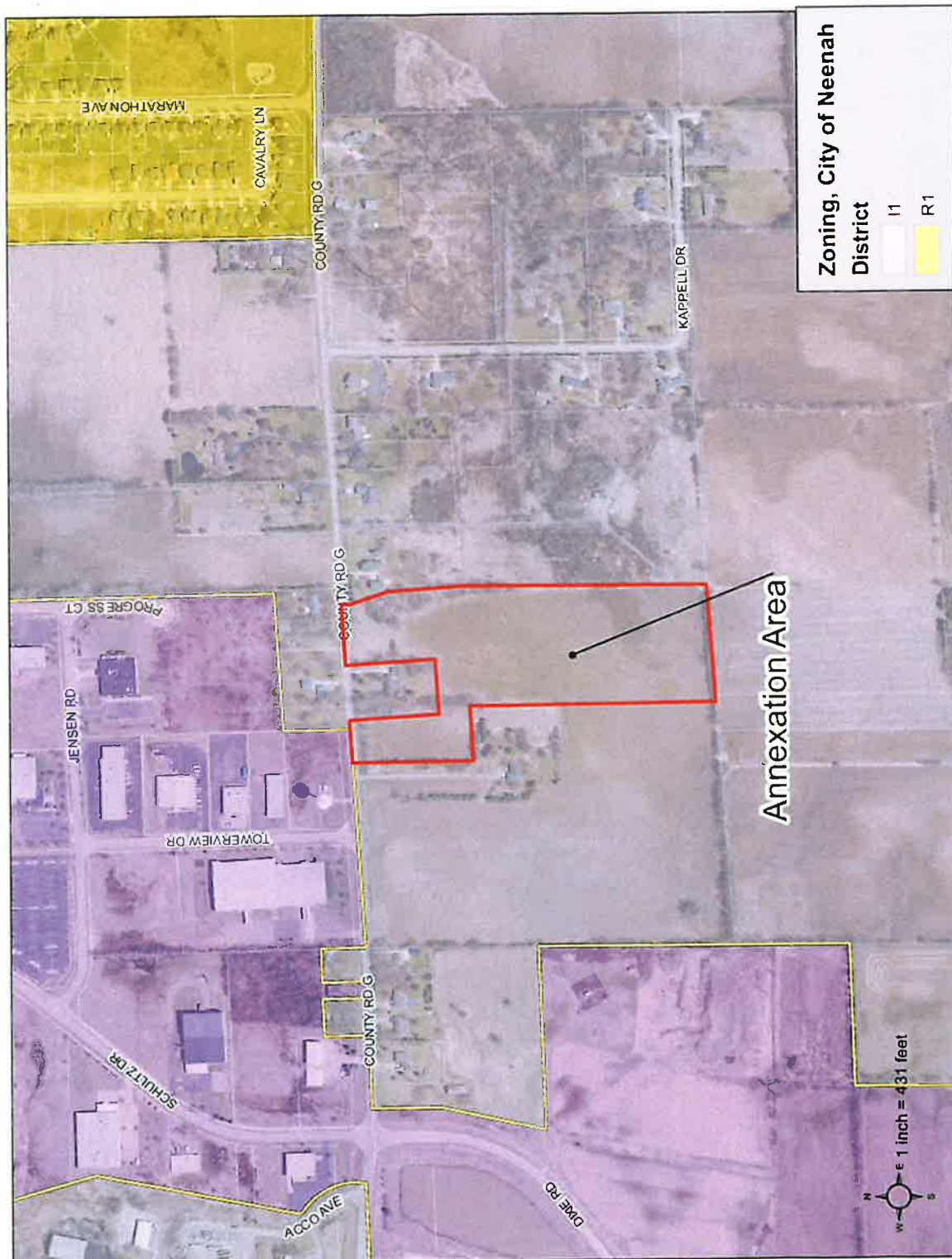
- Revenues will be generated from development review fees, plan reviews and construction permits.
- The land is owned by The Way to Succulents Properties, LLC. The proposed use of the property is the growing and selling of succulent plants. Initially, greenhouses will be constructed on the northern half of the property and the southern half of the property will be continued to be farmed. In the future, the southern half of the land may be developed as a light industrial use.
- The proposed annexation includes approximately 13.478 acres of land along the south side of County Highway G in the Town of Neenah.
- Upon annexation, the Zoning Classification will be Temporary I-1, Planned Business Center. The temporary district will remain until after the property annexed and is officially in the City and a rezoning to I-1 District can proceed.
- The subject property is located within the City Growth Area as identified in the City/Town Boundary Agreement.
- The proposed annexation will not have any significant impact on the Assessor's operation. The current assessed value of the property is based on the existing agricultural use. The proposed use of the property will result in a higher assessed value.

Recommendation

The Department of Community Development and Assessments recommends Ordinance #2022-04 be approved and the petition for annexation of 13.478 acres of land located along County Highway G be accepted.

CITY OF NEENAH
Dept. of Community Development

January 24, 2022 – Page 2



CITY OF NEENAH
Dept. of Community Development

January 24, 2022 – Page 3



Aaron L. Olson
Chief of Police

CITY OF NEENAH POLICE DEPARTMENT



2111 Marathon Avenue
Neenah, Wisconsin 54956

Memo

To: Neenah City Council
Mayor Dean Kaufert
From: Chief Aaron L. Olson
Date: January 13, 2022
Re: Town of Neenah – 1081788 CTH G
Annexation of Property

The Neenah Police Department has received a copy of the petition for annexation for the Town of Vinland address, 1081788 CTH G.

We review annexation requests based on the following criteria:

- Size of proposed annexation
- Anticipated use of property
- Accessibility to emergency vehicles
- 5-year history of law enforcement response to the property
- Impact on safe traffic movement

In this case, the property has no significant history. The key factors for police are size, anticipated use, and traffic concerns.

Size: The size of this annexation does not present a police concern in its present use.

Anticipated Use: No known law enforcement concerns.

Five year history of law enforcement: No known law enforcement concerns.

Traffic Concerns: Given the size and location of this parcel, there is little concern for increased traffic problems and or accessibility to emergency vehicles.

Recommendation: The police department offers no objection to the proposed annexation.





Memorandum

TO: Mayor Kaufert
City of Neenah Common Council
City of Neenah Finance & Personnel Committee

FROM: Kevin Kloehn
Fire Chief

DATE: January 13, 2022

RE: Impact on Annexation No. 226 – Lot 2 of CSM No. 4426

This memo is reference to the proposed annexation.

This particular annexation would have no immediate impact to the operations of Neenah-Menasha Fire Rescue. However, if this property is used to build a new multi-family residential dwelling, assisted living complexes, industrial business, etc., this would have an immediate impact on operations in our Inspection Bureau and EMS services.

The property is within our normal response time and protection capabilities that currently exist with Neenah-Menasha Fire Rescue.

If you have any questions or concerns, please feel free to call me at 886-6203.

Thank you.



Department of Parks & Recreation

DATE: 19 January 2022

TO: Members of the Finance and Personnel Committee
Members of the Plans Commission

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

RE: ANNEXATION IMPACT REPORT –
Annexation Petition 226 Part of Lot 2 of CSM 4426

We have reviewed the annexation petition and have the following comments:

Service Radius – City of Neenah residents should have access to a suitable public park within .5 miles from their homes that is walkable and/or bikeable, uninterrupted by non-residential roads and other physical barriers. The area under consideration falls within the Liberty Park service area.

Hwy G is a high speed road and consideration should be given to connect residence to Liberty Park.

Additional Personnel – None required.

Additional Equipment – None required.

Additional Improvements – None required

The annexation is recommended.

Creating Community Through People, Parks & Programs

Department of Parks & Recreation
PO Box 426
Neenah, WI 54957-0426

phone: 920-886-6062
fax: 920-886-6069
email: emccoy@ci.neenah.wi.us



Neenah Water Utility

211 Walnut St. PO Box 426 Neenah, WI 54957-0426

Office: (920) 886-6182 Cell: (920) 858-6300

Email: amach@ci.neenah.wi.us

Anthony L. Mach

Director of Neenah Water Utility

MEMORANDUM

DATE: January 19, 2022

TO: Hon. Mayor Kaufert, Chairperson Erickson, and Members of the Finance and Personnel Committee

FROM: Anthony L. Mach

RE: Annexation of Parcel 01001680101

In accordance with Section 26-29 (3) of the City of Neenah Municipal Code, the following information summarizes the anticipated impact upon the Water Utility of the proposed annexation of 13.4781 acres of property currently located in the Town of Neenah (Parcel 01001680101).

1. No additional personnel will be required at this time. However, further expansions in the distribution system will warrant a reevaluation of personnel needs in the future.
2. Upon establishment of Water Utility service, one (1) 2" water meter unit will be installed at an estimated cost of \$1,200. This cost will be recovered through quarterly base meter charges.
3. No additional buildings will be required.
4. Water main and the water service for this portion of CTH G are not currently installed. The cost estimate for this work is \$79,000. The property owner will be responsible for all costs applicable to the installation of water main, water service, and any required internal plumbing. The estimated property owner assessment is \$12,700 for the water main, \$10,000 for the water service, and \$16,300 for water main oversizing, for a total estimated assessment of \$39,000.
5. The estimated annual cost to treat and deliver water to these properties is \$1,120. The user will be billed for water usage through the quarterly utility bill.
6. The estimated Water Utility cost is \$1,200 for the purchase of a meter and endpoint.
7. The estimated annual Water Utility revenue is \$2,300 for water, \$350 for meter base charges, and \$360 for fire protection, for a total revenue of \$3,010 per year. Sewer and storm water revenues are not included in these estimates. In addition to establishment of City water service, if the property owner decides to operate any existing private wells on the property, each well must be tested per Neenah Water Utility requirements and the private well permit fee paid to the Water Utility. The estimated total deferred assessments created toward the properties in the Town of Neenah that abut the water main installation is \$39,100, or approximately \$58.50 per linear foot of frontage on each side of CTH G. Portions of this deferred assessment will be collected if additional parcels annex into the City and receive water service.
8. We recommend approving this annexation.



MEMORANDUM

DATE: January 24, 2022
TO: Chairperson Erickson and Members of the Finance and Personnel Committee
FROM: Brad Schmidt, AICP, Deputy Director of Community Development
RE: Development Agreement – The Homes at Freedom Meadows Subdivision

The Community Development Department, Department of Public Works and the Neenah Water Utility have negotiated a Development Agreement with Van Sistine Homes, LLC for The Homes at Freedom Meadows Subdivision. As with all residential subdivisions in the City, the Development Agreement identifies the terms responsibilities of the Developer and City and identifies the required fees and costs for developing in the City.

The proposed plat includes 31 single-family residential lots located along the northwest corner of County Highway G and Woodenshoe Road. The Homes at Freedom Acres is the second phase of the development (Phase I – Freedom Acres). The land is zoned R-1, Single-Family Residence District. The average lot size is approximately 12,800 square feet which exceeds the minimum lot size for single-family residential lots, but about half the size of the Freedom Acres average lot size. This development is being marketed for smaller homes and is intended to be part of a home owners association (HOA) where the maintenance of grass, driveways and sidewalks would be centralized.

The Developer is responsible for installing public utilities (water, sanitary sewer, and storm water). Water main is proposed to be oversized to accommodate future development north and west of the development. The costs associated with oversizing the water main will be reimbursed to the developer by the Water Utility. The City will inspect the installation of those utilities prior to accepting them as public. Additional costs are held in an escrow account such as the temporary two-inch mat along Honor Street and Liberty Avenue and future sidewalks along both of those streets.

Upon approval of the proposed development agreement, the Developer will purchase, from the City, the land for **\$125,262.85**.

The Developer is responsible to pay for the following subdivision fees and costs (See Exhibit 8 of the Development Agreement for a summary):

- Subdivision Fee (\$1000/acre) - **\$14,103**
- Oversized Sanitary Sewer Fee (\$1000/acre) - **\$14,103**
- Street Trees (\$150/lot) – **\$4,650**
- Storm water Management Fee (\$200+\$75/lot) - **\$2,525**
- Oversized Water Main Fee (\$2,240.95/acre) - **\$31,604.12**

- Inspection Fees (Billed to Developer) – Water Inspection (**\$3,500**) and DPW Inspection (**\$3,500**)

The City will reimburse the developer for the following items:

- Actual costs of oversized water mains

CITY OF NEENAH

Dept. of Community Development

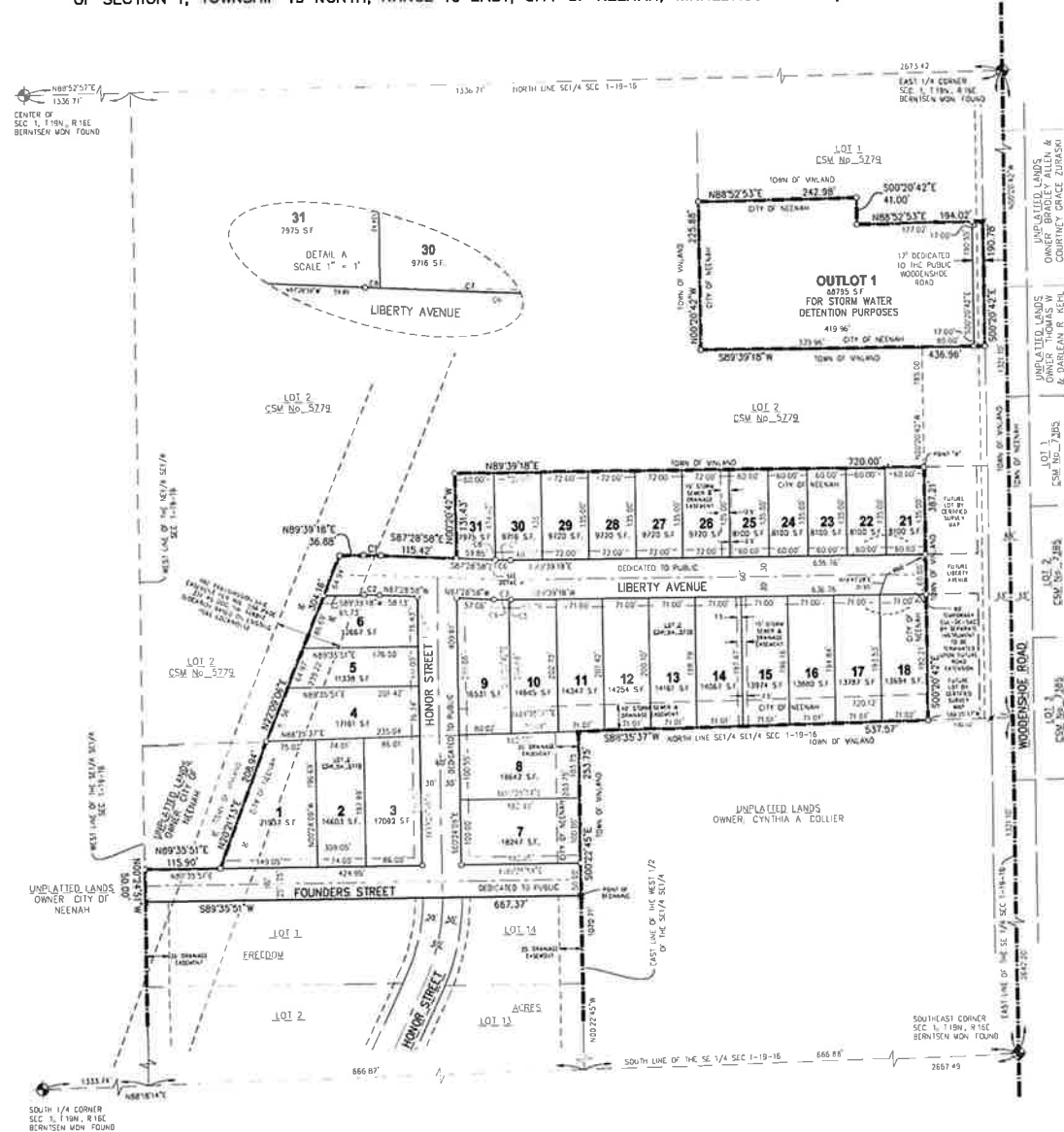
August 23, 2021 – Page 2

- Actual costs of oversized sanitary mains
- Public Storm water (Costs above \$5000/acre)
- Portion of the storm water pond which serves an area outside of the development (these costs will be collected when Phase IV and Phase V of the development is constructed)

Appropriate action at this time is to recommend Common Council approve The Homes at Freedom Meadows Subdivision Development Agreement.

THE HOMES AT FREEDOM MEADOWS

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 5779 AS RECORDED IN VOLUME 1 OF CERTIFIED SURVEY MAPS ON PAGE 5779 AS DOCUMENT NO. 1368620, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1 AND A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 16 EAST, CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN



APPROVAL AGENCIES
CITY OF NEENAH

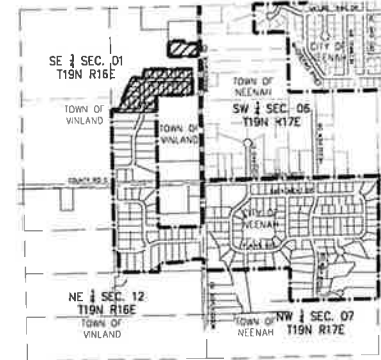
AGENCIES HAVING AUTHORITY TO OBJECT
DEPARTMENT OF ADMINISTRATION

WINNEBAGO COUNTY PLANNING & ZONING

OWNER
CITY OF NEENAH
211 WALNUT STREET
NEENAH, WI 54956
(920) 856-6125

SUBDIVIDER
VAN SISING HOMES, LLC
1430 FREEDOM COURT
NEENAH, WI 54956
(920) 209-9493

SURVEYOR
COREY W. KALKOFEN
MCMAHON ASSOCIATES, INC.
1445 MCMAHON DRIVE
NEENAH, WI 54956
(920) 751-4200



LOCATION MAP

CITY OF NEENAH DRAINAGE & DETENTION EASEMENT RESTRICTIONS

1. MAINTENANCE OF ALL DRAINAGE WAYS AND ASSOCIATED STRUCTURES WITHIN THE SUBDIVISION OR SERVING THE SUBDIVISION IS THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER(S) WITHIN THE SUBDIVISION.
2. UPON FAILURE OF THE PROPERTY OWNER(S) TO PERFORM MAINTENANCE OF THE DRAINAGE WAYS AND ASSOCIATED STRUCTURES, THE CITY OF NEENAH RETAINS THE RIGHT TO PERFORM MAINTENANCE AND/OR REPAIRS. THE PAYMENTS OF SAID MAINTENANCE AND/OR REPAIRS SHALL BE ASSESSED AMONG THE PROPERTY OWNER(S) OF THE SUBDIVISION WITH A DRAINAGE COVENANT.
3. A DRAINAGE PLAN AND STORM WATER MANAGEMENT PLAN HAS BEEN FILED WITH THE CITY OF NEENAH WHICH STATES THE REQUIRED LEVELS OF MAINTENANCE FOR ALL THE IDENTIFIED STORM WATER MANAGEMENT SYSTEMS.
4. UPON FINAL GRADING, THE DEVELOPER AND/OR OWNER SHALL COMPLY WITH THE SURFACE WATER DRAINAGE PLAN AS APPROVED BY AND ON FILE WITH THE CITY OF NEENAH.
5. SUMP PUMP DISCHARGE ARE TO BE CONNECTED TO THE STORM SEWER LATERAL PROVIDED.
6. ROOF DOWNSPOUTS SHALL DISCHARGE AT GRADE AND SHALL NOT BE CONNECTED TO THE STORM SEWER SYSTEM.
7. GARAGES ARE RECOMMENDED TO BE LOCATED ON THE "HIGH" SIDE OF THE LOT.

LEGEND

- = 1 1/4" x 10" ROUND STEEL REBAR
- = 3/4" STEEL REBAR FOUND
- = 1" IRON PIPE FOUND (1.315" O.D.)
- = 1 1/4" STEEL REBAR FOUND
- ⊕ = CERTIFIED LAND CORNER WINNEBAGO COUNTY
- = RECORDED BEARING AND/OR DISTANCE
- SF = SQUARE FEET

— — — — — UTILITY EASEMENT (12' UNLESS NOTED)

ALL OTHER LOT CORNERS STAKED WITH 3/4" x 10" ROUND STEEL REBAR, WEIGHING 1.50 LBS./LIN. FT.

Curve #	Radius	Delta	Length	Chord Direction	Chord Length	Tangent	Bearing
C1	530.00'	002°51'45"	26.48'	S88°54'50"E	26.48'		
C2	470.00'	002°51'45"	23.48'	N88°54'50"W	23.48'		
C3	530.00'	002°51'45"	26.48'	N88°54'50"W	26.48'		
C4	530.00'	002°30'45"	23.24'	S88°44'19"E	23.23'		
C5	530.00'	600°21'03"	3.24'	N88°49'48"E	3.24'		
C6	470.00'	002°51'45"	23.48'	S88°54'50"E	23.48'		
C7	470.00'	002°50'04"	23.23'	N88°55'40"W	23.23'		
C8	470.00'	003°01'41"	0.23'	N87°29'48"W	0.23'		

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 16 EAST, WHICH BEARS N88°18'14"E PER THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR WINNEBAGO COUNTY

100 50 0 100
SCALE — FEET

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified

Department of Administration

SHEET 1 OF 2
McMAHON
1445 MCMAHON DRIVE, NEENAH, WI 54956
Main: (920) 751-4200, Fax: (920) 751-4204
www.mcmahon.com

THIS INSTRUMENT DRAFTED BY: Marty Abing

THE HOMES AT FREEDOM MEADOWS

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 5779 AS RECORDED IN VOLUME 1 OF CERTIFIED SURVEY MAPS ON PAGE 5779 AS DOCUMENT NO. 1368620,
LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1 AND A PART OF THE
SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 16 EAST, CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Corey W. Kalkalen, Wisconsin Professional Land Surveyor, PLS-2726, certify that I have surveyed, divided and mapped part of Lot 2 of Certified Survey Map No. 5779 as recorded in Volume 1 of Certified Survey Maps on Page 5779 as Document No. 1368620, located in the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 1 and a part of the Southeast 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, City of Neenah, Winnebago County, Wisconsin containing 576,848 square feet (13.243 acres) of land and more particularly described as follows:

Commencing at the Southeast corner of said Section 1; thence S88°16'14"W, 666.88 feet along the South line of the Southeast 1/4 of said Section 1 to the Southeast corner of the West 1/2 of the Southeast 1/4 of said Section 1; thence N00°22'45"W, 1070.71 feet along the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 1 and the East line of Freedom Acres to the Northeast corner of Freedom Acres and the Point of Beginning; thence S89°35'51"W, 667.37 feet along the North line of said Freedom Acres to the Northwest corner thereof; thence N00°24'51"W, 50.00 feet along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 1; thence N89°35'51"E, 115.90 feet; thence N20°21'13"E, 208.94 feet; thence N22°09'06"E, 304.16 feet; thence N89°39'18"E, 36.88 feet to the start of a 530.00 radius curve to the right; thence 26.48 feet along the arc of said curve with a chord distance of 26.48 feet which bears S88°54'50"E; thence S87°28'58"E, 115.42 feet; thence N00°20'42"W, 131.43 feet; thence N89°39'18"E, 720.00 feet to Point "A"; thence S00°20'42"E, 387.21 feet to the South line of Lot 2 of said Certified Survey Map No. 5779; thence S88°35'37"W, 537.57 feet along said South line to the Northeast corner of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 1; thence S00°22'45"E, 253.75 feet along the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 1 to the Point of Beginning.

AND

Commencing at the above described Point "A"; thence N00°20'42"W, 185.00 feet to the Point of Beginning; thence S89°39'18"W, 339.95 feet; thence N00°20'42"W, 225.88 feet to the Southwest corner of Lot 1 of said Certified Survey Map No. 5779; thence N89°35'51"E, 242.88 feet along the South line of said Lot 1; thence S00°20'42"E, 41.00 feet along the South line of said Lot 1; thence N88°52'53"E, 194.02 feet along the South line of said Lot 1 to the Southeast corner thereof and the West right-of-way line of Woodenshoe Road; thence S00°20'42"E, 190.78 feet along the East line of Lot 2 of said Certified Survey Map No. 5779 and said West right-of-way line; thence S89°39'18"W, 97.00 feet to the Point of Beginning.

That I have made such survey, land division, and plat under the directions of the Owner(s) of said land. That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made. That I have fully complied with the provisions of chapter 236 of the Wisconsin Statutes and the Subdivision regulations of the City of Neenah in surveying, dividing and mapping the same.

Dated this _____ day of _____, 20____

Corey W. Kalkalen, PLS-2726
Wisconsin Professional Land Surveyor

CERTIFICATE OF CITY TREASURER

I, Michael K. Esker being the duly elected qualified and acting City Treasurer of the City of Neenah do hereby certify that the records in my office show no unpaid taxes or special assessments as of _____ affecting the lands included in The Homes At Freedom Meadows.

Date _____ City Treasurer - Michael K. Esker

CITY OF NEENAH APPROVAL

Resolved that "The Homes At Freedom Meadows" in the City of Neenah, City of Neenah, as Owner(s) is hereby approved by the Common Council.

Date _____ Approved _____ Mayor

Date _____ Signed _____ Mayor

I certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Neenah.

City Clerk _____ Charlotte Nagel

STATE OF WISCONSIN)

JSS

WINNEBAGO COUNTY)

I, Charlotte Nagel, being the duly elected, qualified and acting Clerk of the City of Neenah, do hereby certify that the common council of the City of Neenah, authorizing me to issue a certificate of approval of the Final Plat of The Homes At Freedom Meadows upon satisfaction of certain conditions, City of Neenah and I do hereby certify that all conditions were satisfied and the approval was granted and effective on this _____ day of _____, 20____.

Charlotte Nagel, Clerk _____ Dated _____

COUNTY TREASURER'S CERTIFICATE

I, Mary E. Krueger being the duly elected qualified and acting County Treasurer of the County of Winnebago, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____ affecting the lands included in The Homes At Freedom Meadows.

Date _____ County Treasurer _____ Mary E. Krueger

OWNER'S CERTIFICATE

Van Sistine Homes, LLC, as Owner(s), I/We hereby certify that I/we caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on The Homes At Freedom Meadows. I/We also certify that this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection.

Approving Authority
City of Neenah

Agencies having Authority to Object
Wisconsin Department of Administration
Winnebago County Planning & Zoning

Dated this _____ day of _____, 20____

Printed Name and Title _____ Authorized Signature _____

Printed Name and Title _____ Authorized Signature _____

Printed Name and Title _____ Authorized Signature _____

State of _____)
County) JSS

Personally appeared before me on the _____ day of _____, 20____, the above named persons to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Notary Public _____

My commission expires _____ County, _____

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by the Van Sistine Homes, LLC, Grantor(s), to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

AT&T Wisconsin, a Wisconsin corporation, Grantee, and

SPECTRUM MID-AMERICA, LLC by: Charter Communications, Inc., its Manager, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within these areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantee agrees to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantee's facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of Grantee. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

NO UTILITY TRANSFORMERS OR PEDESTALS ARE TO BE SET WITHIN 2 FEET OF A LOT CORNER MONUMENT.

NO CONDUCTORS ARE TO BE BURIED WITHIN 1 FOOT OF A LOT CORNER MONUMENT.

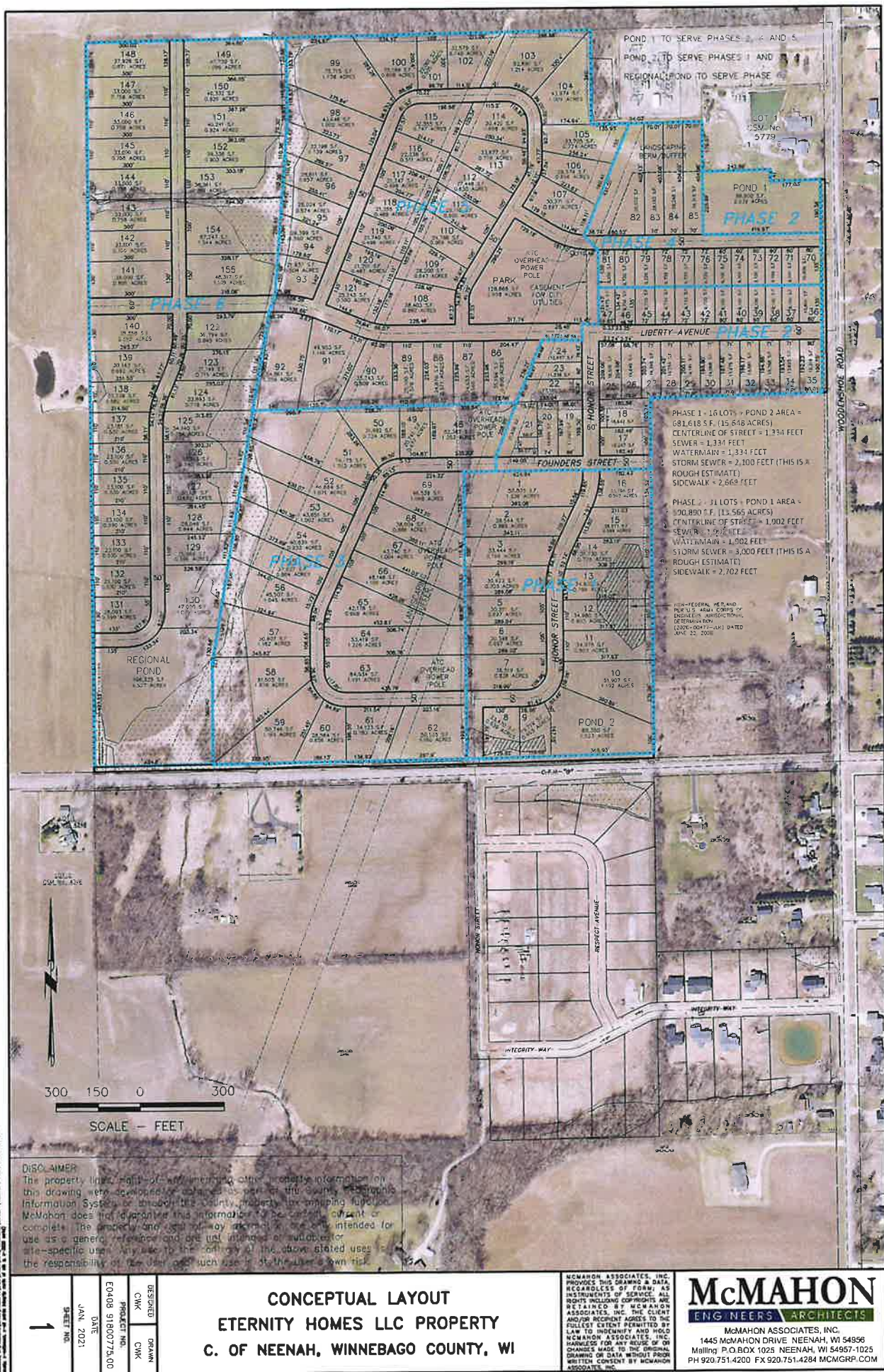
There are no objections to this plat with respect to
Secs 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



SHEET 2 OF 2
McMAHON
1445 McMAHON DRIVE, NEENAH, WI 54956
PHONE: (920) 751-0225 FAX: (920) 751-4284
www.mcma-hon.com



DISCLAIMER
The property lines, right-of-way, and other information on this drawing were developed or obtained as part of the County Geographic Information System or through the County Property Tax Mapping System. McMahon does not warrant the information to be current, correct or complete. The property and right-of-way information is intended for use as a general reference and is not intended for subdivision or site-specific use. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

DESIGNED BY
PROJECT NO.
C0408 9100775.00
DATE
JAN 2021
SHEET NO.
1

**CONCEPTUAL LAYOUT
ETERNITY HOMES LLC PROPERTY
C. OF NEENAH, WINNEBAGO COUNTY, WI**

McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

DOCUMENT NUMBER

DEVELOPMENT AND FEE AGREEMENT

THIS SPACE RESERVED FOR RECORDING DATA

THIS AGREEMENT, made pursuant to Chapter 25 of the City of Neenah Municipal Code by and between the CITY OF NEENAH, Winnebago County, Wisconsin, a body politic and municipal corporation by its Common Council ("City") and owner of subject land and Van Sistine Homes, LLC, the developer ("Developer") of the following property lying within the City of Neenah:

A part of Lot 2 of Certified Survey Map No. 5779 as recorded in Volume 1 of Certified Survey Maps on Page 5779 as Document No. 1368620, located in the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 1 and a part of the Southeast 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, all in the City of Neenah, Winnebago County, Wisconsin containing 614,320 square feet (14.103 acres) of land and more particularly described as follows:

Commencing at the Southeast corner of said Section 1; thence S88°18'14"W, 666.88 feet along the South line of the Southeast 1/4 of said Section 1 to the Southeast corner of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 1; thence N00°22'45"W, 1070.71 feet along the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 1 and the East line of Freedom Acres to the Northeast corner of Freedom Acres and the Point of Beginning; thence S89°35'51"W, 667.37 feet along the North line of said Freedom Acres to the Northwest corner thereof; thence N00°24'51"W, 50.00 feet along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 1; thence N89°35'51"E, 115.90 feet; thence N20°21'13"E, 208.94 feet; thence N22°09'06"E, 304.16 feet; thence N89°39'18"E, 36.88 feet to the start of a 530.00 radius curve to the right; thence 26.48 feet along the arc of said curve with a chord distance of 26.48 feet which bears S88°54'50"E; thence S87°28'58"E, 115.42 feet; thence N00°20'42"W, 131.43 feet; thence N89°39'18"E, 720.00 feet to Point "A"; thence continue N89°39'18"E, 97.00 feet to the West right-of-way line of Woodenshoe Road; thence S00°20'42"E, 385.44 feet along said West right-of-way line to the Southeast corner of Lot 2 of said Certified Survey Map No. 5779; thence S88°35'37"W, 634.58 feet along the South line of said Lot 2 to the Northeast corner of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 1; thence S00°22'45"E, 253.75 feet along the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 1 to the Point of Beginning.

AND

Commencing at the above described Point "A"; thence N00°20'42"W, 185.00 feet to the Point of Beginning; thence S89°39'18"W, 339.96 feet; thence N00°20'42"W, 225.88 feet to the Southwest corner of Lot 1 of said Certified Survey Map No. 5779; thence N88°52'53"E, 242.98 feet along the South line of said Lot 1; thence S00°20'42"E, 41.00 feet along the South line of said Lot 1; thence N88°52'53"E, 194.02 feet along the South line of said Lot 1 to the Southeast corner thereof and the West right-of-way line of Woodenshoe Road; thence S00°20'42"E, 190.78 feet along the East line of Lot 2 of said Certified Survey Map No. 5779 and said West right-of-way line; thence S89°39'18"W, 97.00 feet to the Point of Beginning.

Recording Area

Return to:

Adam Westbrook, City Attorney
City of Neenah, 211 Walnut Street
Neenah, WI 54956

Parcel No.: 8-11-4000-00-00

WHEREAS, Chapter 25 of the Neenah Municipal Code provides for the installation of required improvements (hereinafter referred to as the "Improvements") in new subdivisions, and

WHEREAS, the Developer has proposed to develop a residential subdivision on the above-referenced property located in the City (herein after referred to as "The Homes at Freedom Meadows" or the "Development"); and

WHEREAS, [Exhibit 1](#) shows the Development which has been approved by the City and has or will be recorded in the Winnebago County Register of Deeds Office; and

WHEREAS, a series of meetings and negotiations have taken place between the City and the Developer to determine various development and financial responsibilities for on-site and off-site public improvements and fees in connection with the proposed subdivision; and,

WHEREAS, the City and the Developer, for their mutual benefit, have mutually agreed as to development and financial responsibilities for public improvements and fees in connection with the proposed subdivision;

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, and the above recitals, which are contractual, the City and Developer agree as follows:

1. **Sanitary Sewer Interceptor Fee and Subdivision Fee.** The Developer shall pay the City a sanitary sewer interceptor fee in the amount of \$1,000.00 per acre (the "Sewer Fee") and a subdivision fee of \$1,000.00 per acre (the "Subdivision Fee") for the development of Freedom Acres as more particularly detailed in [Exhibit 2](#). As subsequent phases are developed, the Developer shall be billed for the sanitary sewer interceptor fee and the subdivision fee at the established rate in effect at the time of platting.
2. **Storm Water Infrastructure Fee.** The Developer shall pay a storm water infrastructure fee in the amount of \$5,000.00 per acre (the "Storm Water Fee") as detailed in [Exhibit 3](#). In addition to the lots created in the subdivision, the storm water acreage calculation shall include street right-of-way and all other public land including, but not limited to parks, and easements lying within and/or adjacent to the subdivision. Existing mapped wetlands shall be excluded from storm water acreage calculation. This storm water infrastructure fee shall include all construction costs associated with storm water infrastructure installation except for the following which shall be funded entirely by the Developer:
 - design engineering
 - plan and specification development
 - contract bidding
 - construction engineering
 - final inspection
 - erosion control
 - yard drains and associated piping
 - perforated catch basin drain pipes
 - final storm sewer cleaning and televising
 - plan review by the City
 - field staking and surveying
 - project administration
 - construction inspection
 - final "as built" measurements
 - bedrock blasting and removal
 - storm sewer house laterals
 - storm water ponds

The Developer shall pay all costs of the storm water infrastructure installation during construction, and shall keep an accurate account of all costs certified by the project engineer or other construction professional responsible for supervising the construction of the Development and retained by the Developer. Final accounting of the actual costs of those items covered by the Storm Water Infrastructure Fee will be settled upon completion and City acceptance of such construction. The Developer shall advance the costs of the public storm water infrastructure installation during construction. Final costs of the storm water infrastructure installation as certified at the completion of the subdivision construction, shall be credited against the Storm Water Fee and paid by the Developer. To the extent that installation costs exceed the Storm Water Fee, the City shall reimburse Developer the difference. To the extent that Developer has paid less in installation costs than is due under the Storm Water Fee, the Developer shall pay the City the difference within 30 days of billing by the City.

3. **Storm water Ponds.** The Developer shall fund 100% of all costs associated with the design and construction of all local storm water ponds and management areas required to serve the development which include but are not limited to:
 - development of design calculations
 - design engineering
 - plan and specification development
 - plan review by the City
 - plan review by City-hired consulting engineer
 - contract bidding
 - project administration
 - construction engineering
 - field staking and surveying
 - construction inspection
 - final inspection/cross-sections
 - piping and appurtenances
 - purchase and installation of "City approved" fountain and aerator systems
 - seeding with the appropriate City approved aquatic vegetation and mesic seed mixes
 - fertilizing and hydromulching
 - erosion control
 - erosion control mats and landscaping
 - installation of all fronting gravel

- final "as built" measurements
- land on which ponds are constructed
- excavation and finished grading
- bedrock blasting and removal
- installation of clay or synthetic liners
- installation of all inlet and outlet control structures
- streets city utilities and infrastructure
- installation of other fronting public utilities including, but not limited to, gas, electric, telephone, cable television, and street lighting

All pond and management area calculations and designs must be stamped and submitted by a registered professional engineer licensed to practice in the State of Wisconsin. Pond and management area design and construction shall be in accordance with all local, state, and federal regulations and recommended design standards.

Upon certification by an "as-built" survey that the pond has been constructed in accordance with the approved engineering plans, the Developer shall dedicate and the City shall accept ownership and maintenance responsibility of the pond.

The City recognizes that the proposed storm water pond is intended to serve a watershed which extends past this Development. Per the Storm Water Management Plan submitted and approved by the City, this watershed extends to land west and north of the proposed Development. The proposed Development accounts for 12.88 acres or 28% of the total watershed for the storm water pond. The remaining 33.02 acres or 72% of the watershed is located in Phase IV and Phase V of the subdivision concept plan approved by the City's Plan Commission on August 20, 2020. The City will reimburse the Developer 72% of the costs to construct the storm water pond in The Homes at Freedom Meadows (Development) including the non-reimbursable storm water infrastructure as identified in [Section 2](#). That amount will then be held as a deferred special assessment by the City on the land within Phase IV and Phase V and payable to the City by the Developer when that land develops. The reimbursement is subject to review of all final invoices by the Director of Public Works. An estimate of the amount to be reimbursed is detailed on [Exhibit 3](#).

4. **Storm Water Management.** The Developer shall pay a storm water management, erosion control, plan review and inspection fee of \$200 per plat plus \$75 per lot ([Exhibit 2](#)) to cover the City's costs for plan review and inspection of storm water management and erosion control methods and practices.
5. **Water main within the Subdivision Plat.** The Developer shall pay the full cost to furnish and install water mains and water services within the plat including those that may front on all dedicated public lands, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. The Developer shall provide the Water Utility a complete accounting of all costs related to the installation of the water main and appurtenances within the Development. Upon acceptance, Neenah Water Utility shall take ownership of and maintain the water mains and related appurtenances inside the Development. The water service to each residence shall be installed by the Developer and owned by the resident. The Neenah Water Utility shall maintain the service from the water main to and including the curb box. Maintenance from the curb box to the house shall be the responsibility of the resident. The Developer shall pay for Neenah Water Utility inspection and testing during installation of the water main inside the Development as detailed in [Exhibit 4](#).
6. **Oversize Water Main Installation and Reimbursement.** The Neenah Water Utility is proposing an oversized water main within the Development to accommodate future development water supply needs. Upon approval by the Neenah Waterworks Commission, the Neenah Water Utility shall reimburse the Developer for the additional cost attributable to installing a 16-inch water main rather than the 10-inch water main required by the Water Utility's design and construction standards. Utility staff will work with the Developer to estimate the cost difference for labor and materials to install the 16-inch water main versus the 10-inch water main. An estimate of the oversizing reimbursement is included in [Exhibit 4](#).

7. **Oversize Water Main Fee.** The Neenah Water Utility has established a fee in the amount of \$2,240.95/acre. The Oversize water main fee is an area-wide assessment based on the cost to install oversized water main and infrastructure to boost water pressure in the proposed development. See [Exhibit 4](#) for more details.
8. **Sanitary Sewer Within the Subdivision Plat.** Developer shall pay the full cost of installing all sanitary sewer mains and sanitary sewer laterals within the plat including those that may front on all dedicated public lands, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. If needed, the installation of an oversized sewer main required by the City shall be reimbursed to the Developer as detailed in [Exhibit 7](#). Sanitary sewer main over 10" in diameter and installed at a depth of greater than 13 feet is eligible for reimbursement as are sanitary lateral risers associated with sewer main installation deeper than 13 feet.
9. **Purchase Price –** Per Document number 1826908 recorded in the Winnebago County Register of Deeds office, the City purchased the subject land with the intent of selling the land to the Developer based on the agreed-upon schedule within the Development Agreement. The Developer agrees to purchase the subject land (The Homes at Freedom Meadows) which accounts for 14.103 acres at a price of \$8,882/acre for a total sales price of \$125,262.85. This amount is due to the City prior to the City signing the Final Plat. See [Exhibit 2](#) for more information.
10. **Streets, Curb and Gutter and Sidewalks Within the Subdivision Plat.**

Street Grading/Graveling: The Developer shall pay the full cost of grading/graveling all streets within the plat, including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. The City shall establish and enforce spring load limits on all gravel streets.

Gravel Street Maintenance: Prior to construction of the Final Street, the Developer shall be completely responsible for all gravel street maintenance including but not limited to:

- removal of mud, dust and other non-granular deleterious material on an "as needed" basis; periodically adding granular material necessary to re-establish the true line and grade and cross section of the street;
- place calcium chloride dust control treatment on the streets semi-annually;
- cleaning out catch basins;
- regrading and filling all potholes, settled areas and areas where traffic has disturbed the gravel periodically on an "as needed" basis;
- provide any City mandated dust control.

If during the time prior to the City accepting maintenance responsibility, the Developer fails to maintain the gravel streets in a manner acceptable to the City, the City shall, after a 48-hour notice to the Developer, perform the required maintenance on the gravel street and bill all costs for this maintenance work to the Developer.

Two-Inch Asphalt Mat: The Developer shall pay the full cost of placing a two-inch asphalt mat on all streets within the plat (excluding the temporary cul-du-sac), including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. Cost for said two-inch mat construction shall be prepaid, or escrowed, by the Developer based on estimated costs for similar construction. In the event that actual costs are less than the escrowed fund, any such excess of the escrowed funds shall be returned to Developer. In the event that the escrow is insufficient, then the City reserves the right to special assess the shortage against the individual lots in Development (See [Exhibit 5](#)).

In late spring or early summer following the installation of utilities and gravel as provided for above, and after the gravel street and utility trenches have been subject to a winter "freeze-thaw"

cycle and settled, the Developer shall grade and remove all mud and non-granular deleterious materials, re-shape and fine grade the gravel street, and add any required gravel to re-establish the true, designed grade, profile and cross section of the gravel streets. The City shall then install a two-inch asphalt mat surface on the streets. The City shall establish and enforce spring load limits on all asphalt mat streets.

Final Street: When installed, curb/gutter and final street pavement shall be assessed 100% by the City to the adjacent lot owners of record with the exception that all costs associated with installation of curb/gutter and permanent pavement that front all public lands, including but not limited to: parks, greenspace, trails, outlots, and detention ponds shall be prepaid, or escrowed, by the Developer based on estimated costs for new street construction. Once public improvements anticipated by this paragraph are installed, in the event that actual costs are less than the escrowed fund, any such excess of the escrowed funds shall be returned to Developer. In the event that the escrow is insufficient, then the City reserves the right to special assess the shortage against the individual lots in the Development (See [Exhibit 5](#)).

Sidewalks: The Developer shall pre-pay or escrow the estimated cost for installing sidewalk along both sides of Honor Street and Liberty Avenue; Said sidewalk shall be installed by the City in conjunction with construction of the Final Street, described above, unless otherwise scheduled with the approval of the City. The lot owner of record for lots that develop and install sidewalk prior to the scheduled construction of sidewalk in the subdivision shall be reimbursed from the pre-paid or escrowed funds an amount equal to the estimated cost of sidewalk installation for that lot. (See [Exhibit 5](#)).

11. **Contract Procedures.** The Developer's engineer shall prepare the contract documents, construction plans and specifications, let the contracts, and provide all supervision, and all contract administration for the installation of sanitary sewer, storm sewer, water main, grading and graveling, and all appurtenances and shall bill the Developer for these services. The Developer's design engineer shall perform the construction staking. All plans and specifications for the improvements shall be consistent with City specification standards. The City shall review for approval all plans, specifications and contract documents in a timely manner. The City shall provide all construction inspection and shall bill the Developer for these services. Notwithstanding anything to the contrary in this agreement, construction inspection services by the City is not intended to, nor does it provide any guaranty of performance. The inspection services provided for by the City are for the City's benefit and may be relied upon only by the City. In the event that Improvements installed by the Developer do not operate properly even after inspections by the City, it shall remain the Developer's responsibility, at the Developer's sole cost, to correct any deficiencies so that the Improvements are working properly before the City is obligated to accept the Improvements as part of the public infrastructure.
12. **Park Dedication.** [Intentionally left blank]
13. **Outlots and Public Parks.** [Intentionally left blank]
14. **Sewer Cleaning and Televising Inspection.** Upon completion of installation of grading and graveling and prior to final acceptance by the City, the Developer shall clean all sanitary and storm sewer mains, all catch basin leads and all back yard drain pipes using a City approved sewer cleaning contractor utilizing modern "jet trucks" of adequate horsepower and capacity. Upon completion of sewer cleaning all sewer mains and back yard drainpipes shall be televised in color and the televising records provided to the City in a City-approved electronic format. Catch basin leads do not need to be televised but all leads must be cleaned and lamped and their condition verified in a written report. All catch basins and back yard drains shall be cleaned of gravel and debris.
15. **Public Improvements Dedication.** The Developer agrees to convey by deed or dedication to the City all the streets, roads, courts, avenues, drives, public ways and parks in the Plat. Developer

further agrees to convey the public access ways and storm water detention ponds by deed to the City. All public improvements contemplated in the final plat shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the final plat and this agreement. The City agrees to accept the dedication of all the Public Improvements in the Plat, whether by deed, dedication or easement subject to the City's Acceptance of the Public Improvements provided they are constructed according to the City's specifications and in accordance with and subject to the terms of the City's Subdivision Ordinance.

16. **Utilities.** The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and street lights throughout the entire development including the cost of installing utilities and street lights adjacent to detention ponds, parks, outlots, green space, trails and other public lands. Streetlights are required and the Developer shall be responsible for requesting the street lighting system from utility company. The street lighting plan, electrical distribution plan, and natural gas layout shall be designed by the utility company and approved by the City.

Standard street lighting shall be wood poles with LED fixtures. The City shall pay the utility company the monthly electrical charge for standard street lighting. The developer shall be responsible for all additional costs associated with installation of a decorative street lighting system by the utility company. In addition, the developer shall also be responsible for the monthly charges for a decorative system that are in excess of the monthly charges for a standard system through payment to the City of the present value of the cost difference. The Developer shall coordinate with the City any street lighting requested beyond the standard.

17. **Off-Site and Other Existing Improvements.** [Intentionally left blank]

18. **Terrace Trees Contribution.** The Developer shall pay a terrace tree contribution in the amount of \$150.00 per lot. This terrace tree contribution shall be paid by the Developer, on a per lot basis at the time of final closing of each lot sale. The subdivision plat shall note on its face "\$150.00 per lot 'Terrace Tree' contribution". This contribution will be deposited in the "City of Neenah Carpenter Tree Fund Trust" tax-exempt account and will be used to plant trees on the street terraces within the subdivision at the time curb and gutter is installed ([Exhibit 6](#)).

19. **Building Permits.** Provided Developer has installed water mains, storm sewer, sanitary sewer and gravel base to a given lot and guarantees of installation have been provided for electric, gas, phone and cable services, Developer and/or Developer's assigns and successors in interest shall be permitted to obtain building and erosion control permits for such lot.

20. **Plan Review and Construction Inspection.** The Developer shall pay a fee for plan review and construction inspection of proposed improvements as outlined in [Exhibit 7](#). Said Fee shall be based on \$2,525 for plan review and an estimated \$7,000 for inspections by City staff. Actual costs shall be determined based on actual time spent by City Staff. In the event that the City, in its sole discretion, determines that it requires the assistance of either outside consultants to review plans or provide for construction inspection services, the Developer shall pay the actual cost of such outside consulting services plus 10% for administration.

21. **Damages.** The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at Developer's own cost, any damage caused by the installation of the improvements.

22. **City Costs.** [Intentionally left blank]

23. **Estimated Cost Summary Escrow Payment.** The estimate of costs paid by the Developer is attached hereto as Exhibits 2-7 (Summarized in [Exhibit 8](#)) and shows the items and estimated amounts to be paid by the Developer, including the basis for the Sanitary Sewer Interceptor Fee and Storm Water Infrastructure Fee. The total of the estimate of costs provides the basis for determining the amount of the escrow. The Developer shall submit a payment to be held in a City escrow account in the amount of **\$126,100.00**. The escrow amount is based on the amounts

shown in [Exhibit 5](#).

24. **Financing Alternative.** As an alternative to the payment of various fees and costs as outlined in this Agreement, the Developer may elect to pay the fees provided in sections [1](#), [2](#), [4](#), [7](#), and [18](#) proportionally on a per lot basis (excluding outlots) as summarized in [Exhibit 8](#). The Developer shall indicate, in writing, whether the per lot fee would be paid to the City when the lot is sold to a third party and collected at time of lot closing, or the fee would be collected at the time a building permit is issued. The owner of any lot for which the fees have not been paid by January 1, 2030, shall be issued a bill for the unpaid balance on the individual lot. Developer specifically agrees to waive all assessment procedures, including the right to notice and hearing, pursuant to Wis. Stat. §66.0703(7)(b) and hereby consents to the imposition of the fees and costs anticipated by this Agreement as special assessments against the property in the Development.
25. **Consistency With Adopted Ordinances and Resolutions.** The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.
26. **Merger; Successors and Assigns.** This Agreement along with Exhibits sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written. The terms of this Agreement shall survive any closing involving the transfer of lots to any grantee and shall not merge with the deed. The terms and conditions of this Agreement shall be binding on successors and assignees of the Developer.
27. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
28. **Severability.** It is understood and agreed that the provisions of this agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions contained herein.
29. **Modification.** This agreement may not be modified or amended, except in writing, with the written consent of both the City and the Developer.
30. **Notices.** Any notices required under this agreement shall be deemed made as of the date deposited in the US mail, postage prepaid and addressed to the following.

If to the City:

Director of Public Works
City of Neenah
211 Walnut Street
Neenah, WI 54956

If to Developer:

Van Sistine Homes, LLC
Attn: Richard Van Sistine III
1430 Freedom Court
Neenah, WI 54956

Dated this ____ day of _____, 2022.

CITY OF NEENAH

VAN SISTINE HOMES, LLC

_____(SEAL)
Dean R. Kaufert, Mayor

Richard C. Van Sistine III, Member

Attest: _____(SEAL)
Charlotte Nagel, City Clerk

AUTHENTICATION

Signature(s) of Dean R. Kaufert, Mayor and
Charlotte Nagel, City Clerk authenticated this _____
day of _____, 2022.

Adam J. Westbrook
Title: Member State Bar of Wisconsin

THIS INSTRUMENT DRAFTED BY:

Adam J. Westbrook, City Attorney
211 Walnut St., Neenah, WI 54956

(SIGNATURES MAY BE AUTHENTICATED OR
ACKNOWLEDGED. BOTH ARE NOT NECESSARY.)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of
_____, 2022 the above- named Richard C.
Van Sistine III who acknowledged that he is sole
member of Van Sistine Homes, LLC, a Wisconsin limited
liability company, and that he is authorized to execute
the foregoing instrument on Van Sistine Homes, LLC's
behalf.

Notary Public, _____ County, Wisconsin.
My commission is permanent.
(If not, state expiration date: _____)

[illegible]

Exhibit 2
The Homes at Freedom Meadows

Fee Schedule

Total Developable Acres = 14.103
Total Lots = 31

1. Subdivision Fee: \$1,000/acre x 14.103	\$14,103.00
2. Oversized sanitary sewer interceptor fee: \$1,000/acre x 14.103	\$14,103.00
3. Storm water management, erosion control, plan review and inspection fee: \$200 + \$75/lot	\$ 2,525.00

Total Fees Due Upon Billing	\$30,731.00
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Land Sale: \$8,882/acre x 14.103	\$125,262.85
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Due to City prior to signing Final Plat	\$125,262.85
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Exhibit 3
The Homes at Freedom Meadows
Storm Sewer Cost
Public Infrastructure
(Estimated)

1. Acreage

Total Developable Acres	14.103
-------------------------	--------

2. Storm/Infrastructure Construction Costs

Total Private (Developer) Costs (estimated)	\$ 16,702.00
Total Public Costs (estimated)	\$ 90,812.00
Total Construction Costs (estimated)	\$107,514.00

3. Summary Public Infrastructure Costs

Developer Storm Fee Due City (\$5,000/ac x 14.103)	\$70,515.00
Public Storm Sewer Funded by Developer (estimated)	\$90,812.00
Balance Due Developer for Public Storm Sewer	\$13,582.00
Funded by Developer (estimated)	

4. Storm Water Pond Reimbursement Costs

Total Cost to Construct Storm Water Pond (estimated)	
Land within storm water pond watershed	\$217,359.71

- The Homes at Freedom Meadows (Phase II) – 12.88 Acres / 28%
- Phase IV – 13.00 Acres / 28%
- Phase V – 20.02 Acres / 44%

Balance Due Developer for Storm Water Pond	\$134,763.02
funded by Developer (estimated) (\$217,359.71 x 72%)	

NOTE: The final amount due under this exhibit shall be determined based on an "as-built" cost determination at the conclusion of construction of the public improvements contemplated by this agreement.

Exhibit 4
The Homes at Freedom Meadows

Water Main Costs
Public Infrastructure
(Estimated)

1. Acreage

Total Developable Acres	14.103
-------------------------	--------

2. Water Main Infrastructure Costs

Total Private (Developer) Construction Costs (estimated)	\$260,000.00
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3. Total Public Infrastructure Costs

Total Water Main Oversizing Costs Due Developer (estimated)	\$53,800.00
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4. Water Main Oversizing Fee - \$2,240.95/acre (Due City)	\$31,604.12
---	-------------

5. Inspection Fee Due Water Utility Upon Billing (estimated)	\$3,500.00
--	------------

Exhibit 5
The Homes at Freedom Meadows

Escrow/Prepayment

Future Street and Sidewalk

1.	Two-Inch Mat	\$45,500.00
	1,300 feet x \$35/centerline foot	
2.	Sidewalk Installation (at \$31/lineal foot)	\$80,600.00
	Honor Street: 2,600 feet = \$80,600	
	Liberty Avenue: X,XXX feet = \$XX,XXX	
<hr/>		
	Total Prepayment/Escrow required	\$126,100.00

Exhibit 6
The Homes at Freedom Meadows

Terrace Tree Contribution

1.	Terrace Tree Contribution: \$150/lot x 31 lots	\$4,650.00
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Total amount due	\$4,650.00
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Exhibit 7
The Homes at Freedom Meadows

Oversize Sanitary Sewer

Estimated Developer's Cost Due City

Sanitary Sewer Main Costs Due Developer (estimated ¹)	\$ 24,0482.00
Installation Inspection Fee Due Department of Public Works (estimated)	\$ 3,500.00
<hr/>	
Total Due at the time of billing	\$ 3,500.00

¹ Assumptions for Sanitary Sewer Reimbursement

- \$5/lineal foot for pipe depth lower than 13 feet. (\$5 is the difference between the unit price for 10-inch, which is all deep and the unit price for 8-inch, which is shallower.)
- Unit price per vertical foot (\$295/VF) for manhole depth greater than 13 feet.
- Unit price per vertical foot for lateral riser (assumed 6 feet per riser per lateral at \$45/foot)

Exhibit 8
The Homes at Freedom Meadows

Summary of Developer's Costs and Financing Per Lot

Land Sale – Due to City Immediately

<u>Exhibit 2:</u>	\$8,882.00/acre x 14.103 acres	<u>\$125,262.85</u>
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Estimated Developer's Cost Due at Billing

<u>Exhibit 4:</u>	Inspection Fee – Water Utility (Estimate)	\$ 3,500.00
<u>Exhibit 7:</u>	Construction Inspection Fees (Estimate)	<u>\$ 3,500.00</u>

Estimated Public Storm Sewer Reimbursement Due Developer

<u>Exhibit 3:</u>	Public Storm Sewer (Estimate)	\$ 13,582.00
<u>Exhibit 3:</u>	Storm Water Pond Reimbursement (Estimate)	<u>\$ 134,763.02</u>

Estimated Oversized Water Main and Sanitary Sewer Reimbursement Due Developer

<u>Exhibit 4:</u>	16 inch water main and valves (Estimate)	\$ 53,800.00
<u>Exhibit 7:</u>	Oversize sanitary sewer main depth (Estimate)	<u>\$ 24,082.00</u>

Estimated Developer's Costs to be Financed by City of Neenah (No Interest Due)

<u>Exhibit 2:</u>	Subdivision Fee	\$ 14,103.00
	Oversized Sanitary Fee	\$ 14,103.00
	Storm Water Management Fee	\$ 2,525.00
<u>Exhibit 6:</u>	Terrace Tree Contribution (\$150.00 x 14 lots)	\$ 4,650.00
<u>Exhibit 4:</u>	Oversized Water Main Fee	<u>\$ 31,604.12</u>
	Total to be financed by City (estimated)	\$ 66,985.12

Special Assessment Applied To
Each Lot (estimated) and Due at Building Permit **\$ 2,160.81**
(\$66,985.12/31 lots = \$4,918.27/lot)

Developer's Escrow Fees Required

<u>Exhibit 5:</u>	Two-Inch Mat	\$ 45,500.00
	Sidewalk Installation	\$ 80,600.00
	Total Escrow Required	\$ 126,100.00

NMFR Joint Finance & Personnel Committee Meeting Minutes

January 25, 2022 – 5:30 p.m.

Virtual Meeting

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

Also Present: Chief Kloehn, DC Krueger, Deputy Director Kahl and MA Ellis

Public: Colin Ehlert, Chad Korth and Jeff Ellis joined the meeting at 5:45 p.m.

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

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

Approval of Minutes: The Committee reviewed the November 23, 2021 meeting minutes. **MSC Grade/Borchardt to approve the November 23, 2021 meeting minutes and place on file, all voting aye.**

Activity and Automatic Aid Reports: The Committee reviewed the December 2021 and 2021 year-to-date activity and mutual aid reports. **MSC Borchardt/Stevenson to approve the December 2021 activity and mutual aid reports and place on file, all voting aye.** The Committee reviewed the 2021 year-to-date activity and mutual aid reports. Chief Kloehn noted the call volume is up for the year. There were non-emergency calls that we didn't respond to due to our current covid protocols. If we did the call volume would be even higher. **MSC Stevenson/Borchardt to approve the 2021 year-to-date activity and mutual aid reports and place on file, all voting aye.**

Carry forward 2021 CIP Inspector Vehicle Purchase Funds: Chief Kloehn noted we had ordered two transit vans to be delivered mid-summer. In December, we found out we were not able to obtain the vehicles and received approval to change the order from transit vans to pick-up trucks. DC Krueger noted we have placed the order for the pick-up trucks. They will be here within the 1st quarter of 2022 and were able to cancel the Transit Van order. Ald. Sevenich asked about the other equipment that was purchased. DC Krueger noted it was lights, radios, etc. **Ald. Stevenson/Boyette recommends the City of Neenah and City of Menasha Common Councils approve the carry forward request of \$72,521.74 of the \$80,000 2021 CIP Funds budget for purchase of the two inspector vehicles and equipment, all voting aye.**

Report

Carry Forward Request for 2021 Operating Funds for Engine 32: DC Krueger noted in August 2021 we requested permission to make corrosion repairs for Engine 32 and pay for these repairs with 2021 operating budget funds. This was approved by both Councils. However, due to delays in getting the necessary parts we were not able to get this in for repair until January of 2022. The repairs should be finished by February. We are asking to carry forward approved funds from our operating budget to pay for the repairs. Ald. Stevenson asked if operating funds are funded through the levy. DD Kahl confirmed this. Ald. Sevenich asked if he knew if Menasha did this the same way. DD Kahl said he wasn't sure but that's usually how the funding is. **Ald. Stevenson/Grade recommends the City of Neenah and City of Menasha Common Councils approve the carry forward request of \$16,900 from NMFR's 2021 Maintenance of Motor Vehicle Operating budget (180-2301-712-0213), to pay for the repairs for Engine 32, all voting aye.**

Report

Firefighter Hiring: The Committee reviewed the memo from Chief Kloehn regarding the request to hire a third firefighter to help reduce the overtime that we will incur due to a long-term FMLA that we will have this year. This person will be off starting in February and is estimated to be off -12 months. It happens to work out that if this person is off on FMLA through December we do have a retirement planned for January 2023. The new person essentially be hired early to replace the January 2023 retirement.

Ald. Sevenich asked if the person on FMLA comes back before the retirement in January would this person take the place of the January retiree. Chief Kloehn said yes. We will have two retirements in 2023. One in January and one in April. In 2023, we would only hire one person for the April retirement. He asked if we brought this to the Mayors yet. Chief Kloehn said no he wanted this Committees thoughts first but did discuss this with both Finance Directors.

Ald. Borchardt asked if there is a commitment for the retirees. Chief Kloehn said there is nothing in writing at this time just the intention that both people will retire in 2023. He asked if both people don't retire what happens. Chief Kloehn said there is something in the Labor Agreement that states after 60 days of employment they are tied into the union but they are on a one-year probation. We can't bounce the person among shifts after 60 days to cover overtime. He did speak to CA Westbrook about some of this and he said it is a bit of a gray area. Would we lay them off for a few months or keep them on based on the contract?

Ald. Stevenson said the FMLA issue continues to come up. He asked if they would be paid while off. Chief Kloehn said they are paid through their sick leave. He asked if they are paid through FMLA. MA Ellis explained there is no separate bank of pay for FMLA. FMLA protects their job while they are off. They would be pay through their sick and vacation accruals. He asked how the cost savings was figured. DD Kahl said salaries and fringes were figured out with an April 1, 2022 start date. Ald. Stevenson said he's fine with funding the position and reviewing it again in January of 2023. If there is no retirement pending we would be one person over our table of organization if that person doesn't retire and he is not in favor or expanding the table of organization above 63 line staff members.

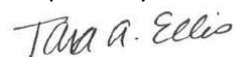
Ald. Grade asked to review numbers again. He wondered what is left of the overtime budget after funding to maintain staffing levels with this person off. We would spend half of our \$160,000 in overtime on backfilling the overtime for the long-term FMLA and the rest would be for training, covering staffing if we fall below our minimum staffing.

Ald. Ropella asked if we can hire someone on a restrictive contract where if there isn't a retirement they are let go. Chief Kloehn said he would have to ask the City Attorneys. Ald. Ropella said would support this if we don't have to increase our total firefighter numbers if the person doesn't retire in January. **Ald. Stevenson/Boyette recommends the City of Neenah and City of Menasha Common Councils approve hiring a third temporary firefighter for one year with the caviot we are not increasing our approved authorized number of firefighters we would review that position again in one year pending anticipated retirements in 2023, all voting aye.**

Report

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

Respectfully Submitted,



Tara Ellis

Management Assistant



Memorandum

TO: NMFR Joint Finance & Personnel Committee Members

FROM: Chief Kevin Kloehn

DATE: January 10, 2022

RE: 2021 CIP Inspector Vehicle Purchase

At our December 2021 meeting, this Committee approved changing our inspector vehicle order from Ford Transit Connect vans to pick-up trucks. This was due to product being built outside of the United States and no known delivery date of these vehicles.

We have placed an order for the pick-up trucks and it is estimated these will be ready for delivery in March 2022. Therefore, we need to carry-forward budgeted 2021 CIP funds. The total budget is \$80,000. However, we have purchased some equipment for these vehicles as there was price increases coming for some of the items needed. The total spent is \$7,478.26. The total carry-forward needed is \$72,521.74.

I am requesting consideration and action to recommend the City of Neenah and City of Menasha Common Councils carry forward \$72,521.74 of the \$80,000 2021 CIP budget for purchase of the two inspector vehicles and equipment.

If you have any questions, please feel free to call me at 886-6201.

Thank you for your consideration.

KK/te



Memorandum

TO: NMFR Joint Finance & Personnel Committee Members

FROM: Chief Kevin Kloehn

DATE: January 10, 2022

RE: Engine 32 Repair

In August of 2021, we requested permission to spend \$16,900 to make necessary repairs to Engine 32. This expenditure was approved by both this Committee and both Common Councils. Due to the inability to obtain the parts needed to make repairs to this vehicle, it couldn't go in for repair until this month. We anticipate this vehicle will be back in service within the next few weeks. However, since the repairs were now made in 2022 versus 2021, we were advised we need to submit a request to carry forward funds to 2022 for this repair. Funds for this repair were budgeted in our Maintenance of Motor Vehicles operating budget.

I am requesting consideration and action to recommend the City of Neenah and City of Menasha Common Councils approve the carry forward of \$16,900 from NMFR's 2021 Maintenance of Motor Vehicle Operating budget (180-2301-712-0213).

If you have any questions, please feel free to call me at 886-6201.

Thank you for your consideration.

KK/te



Memorandum

TO: NMFR Joint Finance & Personnel Committee

FROM: Chief Kevin Kloehn

DATE: January 18, 2022

RE: Firefighter Hiring

Last month, we were given permission to hire two firefighters to replace the two people who are retiring this year. These two firefighters will be starting towards the end of March.

I have been recently notified we have an employee who will have surgery on February 18th and will be off for 9-12 months. Conservatively, this person would be back November 18th but could be off through February of 2023. Our current labor agreement allows four people to pick vacation per shift. That means with the long-term FMLA we will have five people off from the end of May through the beginning of November and will have to back fill this with overtime to maintain our minimum staffing levels. May through November is our peak vacation time. The minimum amount of overtime this will cost us is \$64,459.00 plus the additional fringe cost of \$14,619.24 for total cost of \$79,078.27. This is if the person can come back in November. There is the possibility of having more overtime on this shift if more than four people take vacation or are sick.

Our two staff members who will retire on January 31st and February 2nd will have their positions unfilled until after the two people hired to replace them complete their recruit academy on April 26th. At this time, we know of \$6,000 in overtime plus the additional fringe cost of \$1,360.80 for a total cost of \$7,360.80 due to vacations on these two shifts and the open positions.

In addition, we have two other known FMLA's that will happen in May of 2022. Both staff are on two different shifts from the long term FMLA and its anticipated they will be off for a couple of weeks. At this time, there is no known overtime. However, depending upon if people take off there is the possibility of overtime.

Our 2022 overtime budget is set at \$160,000. As mentioned we know that \$70,459 of this budget will be used for backfilling for the open staff positions and the long-term FMLA. As of the first payroll we have used \$6,000.54 in overtime all due to staff being off with Covid, testing for Covid or taking care of a child with Covid. We've had 14 people affected by this within the first 18 days of January.

With all of this said that leaves us with \$83,540.66 in our overtime budget for the remainder of 2022. That is to not only maintain minimum staffing levels and use for training. For the past two years, we have done very little training with staff members off duty. In 2020 this was due to training programs being cancelled due to Covid. In 2021 we cancelled this to try to come in at budget due to the overtime situation. In effective, if we don't do something we are looking at being behind three years in training.

Overtime	Overtime Cost	Fringe Cost	Total
Overtime due to not filling two positions caused by retirement	\$6,000.00	\$1,360.80	\$ 7,360.80
Overtime caused by long-term FMLA	\$64,459.00	\$14,619.24	\$79,078.24
Overtime caused by Covid	\$6,000.54	\$1,360.92	\$ 7,361.46
Grand Total	\$76,459.54	\$17,340.96	\$93,800.05

In speaking with Finance, if we hire a third firefighter to help offset the known overtime, it would cost us between \$63,131 - \$68,202 for salaries *and* fringe benefits. When figuring this number we included the highest health insurance plan cost the employee can elect. It could be cheaper if they opt out of the City's insurance or choose a cheaper plan. We would not have this person start until April 1st. This would temporarily bring our staffing up to 64 line staff members versus 63. However, we have one known retirement in January of 2023 and one in April of 2023. By January of 2023 we would be back to our normal staffing level of 63 line staff members. In effect, this person would be hired to replace the January retirement early to minimize our overtime budget usage.

I've spoken to both Finance Directors and they both agree hiring someone ahead of time to reduce the overtime cost saves us money and makes sense.

I am asking for consideration and action to recommend the City of Neenah and City of Menasha Common Councils approve hiring another firefighter after April 1, 2022 to help offset the known overtime that will be incurred due to the anticipated long-term FMLA.

If you have any questions, please feel free to call me at 886-6201. Thank you for your consideration.

KK/te

MINUTES OF THE NEENAH PLAN COMMISSION
Tuesday, January 25, 2022
4:15 p.m.

Present:

Mayor Dean Kaufert, Chairman	PRESENT	Gerry Kaiser, Director of Public Works	PRESENT	David Williams	ABSENT
Kate Hancock-Cooke	PRESENT	Karen Genett	PRESENT	Betsy Ellenberger	PRESENT
Gerry Andrews	PRESENT	Ald. Jane Lang, Vice Chairperson	PRESENT		

Also present:

Brad Schmidt, Deputy Director of Community Development	Rachael Eiting, Administrative Assistant, Department of Community Development	

Minutes: MSC Andrews/Kaiser the Plan Commission to approve the January 11, 2021 meeting minutes. Members Ellenberger and Hancock-Cooke Abstain. Motion passed.

Public Appearances:

Mayor Kaufert opened the public appearance section. No one from the public spoke.

Public Hearings: None.

Action Items:

A. CSM – 100 W. Wisconsin Avenue – 2 Lots

The CSM proposes to split off and recreate the original Lot 3 of the Plat of Winnebago Rapids. The property located at 100 W. Wisconsin Avenue includes the Associated Bank building, a parking lot south of the building, and another building attached to the main building. In the late 1980's Associated Bank purchased this attached building and renovated it for office space. In 2011, the parcel with the attached building was combined with the Associated Bank parcel. Lot 1 of the proposed CSM is approximately 2,900 square feet in size and includes the existing building and a portion of a shared sidewalk and parking lot in the rear of the building. Lot 2, the remaining portion of the Associated Bank parcel is approximately 19, 250 square feet in size. The purpose of the CSM is to create a new parcel for in order to sell the property. Both parcels would maintain the C-2, Central Business District Zoning Designation.

Member Hancock-Cooke asked about the number of parking spaces that will be allocated to the new parcel raising concerns about regulations and providing adequate parking.

Deputy Director Schmidt answered there are no required off-street parking requirements for properties zoned C-2. It is his understanding that an agreement for shared parking is in negotiation between the two parcels.

Mayor Kaufert enquired regarding the shared heat and electric systems throughout the buildings.

Deputy Director Schmidt replied the two buildings would each require standalone heat and electric. These items are planned to be mitigated.

Member Genett asked if the Fire Department will need to approve as well.

Deputy Director Schmidt answered that the Fire Department will be included as final approval process progresses.

Member Genett asked about requirements to install fire sprinklers.

Deputy Director Schmidt replied although this is a unique situation all codes will need to be met to the Fire Department's satisfaction.

Mayor Kaufert asked about the aerial photo and visible discrepancy between the building image and parcel lines.

Deputy Director Schmidt answered the angle of the photo is misleading.

Alderman Lang added the Neenah Historical Society has artifacts from the old Elwer's Pharmacy which used to be located in that building.

MSC Lang/Genett, the Plan Commission approves the 2 lot CSM for the property located at 100 W. Wisconsin Avenue. All aye. Motion passed.

B. Annexation #225 - Woodenshoe Road – City of Neenah

The City of Neenah, under Wisconsin State Statute Sec. 66.0223, is proposing to annex land contiguous to the City for the Purpose of future single-family residential development. The proposed annexation area is part of the next phase of the residential development along County Highway G. Upon annexation, the property will be zoned R-1, Single-Family Residence District. The next development, The Homes at Freedom Acres, will consist of smaller residential lots with access along Woodenshoe Road and County Highway G via Honor Street.

The City's Comprehensive Plan Future Land Use Map (2017) currently identifies the annexation area as Residential Neighborhood Investment Area. The propose of the Residential Neighborhood Investment area future land use category is to protect and strengthen residential neighborhoods in the City. The proposed use is consistent with the City's Comprehensive Plan.

The Plan Commission's role in reviewing annexation requests is to determine whether the proposed annexation is consistent with established City Plans. The City's Finance and Personnel Committee reviews the financial impacts an annexation might have on City services.

MSC Genett/Kaiser, the Plan Commission recommends Common Council approve Annexation #225 (Ordinance #2022-03) and the property also receive an R-1, Single-Family District zoning classification. All aye. Motion Passed.

ORD #2022-03

C. Annexation #226 – County Highway G – The Way to Succulents

The Way to Succulents Properties, LLC, under Wisconsin State Statute Sec. 66.0217(2) unanimous approval, is proposing to annex land contiguous to the City along County Highway G in the Town of Neenah. The petitioner is proposing to establish a business in the growing and selling of succulent plants on the northern portion of the subject property. The southern half would continue to be used for agricultural purposes in the short-term. Long-term, the land may be developed and used for light industrial purposes.

The proposed annexation includes one parcel which is 13.48 acres in size. The parcel, located along the south side of County Highway G and just east of Towerview Drive, is currently undeveloped and used primarily for agriculture purposes. Access to the property is via a driveway opening along the east side of the site. The land directly east, south and west include residential and agriculture uses, while land to the north include the City's Southpark Industrial Center and several residential uses. Water and sanitary sewer utilities will need to be extended to the site from Towerview Drive and Schultz Drive.

The City's Comprehensive Plan Future Land Use Map (2017) currently identifies the annexation area as the Neenah Industrial Corridor. As with all annexations, land is automatically placed in the zoning R-1, Single-Family Residence District or identified as a temporary district. Once the property has been annexed, the standard rezoning process is initiated to place the property in a permanent zoning district, if different than R-1. This process includes proper notifications to surrounding property owners and public notification in the newspaper. In this case, the appropriate zoning district for the intended use of the property is I-1, Planned Business Center District. The I-1 District is consistent with the Comprehensive Plan Future Land Use category.

The Plan Commission's role in reviewing annexation requests is to determine whether the proposed annexation is consistent with established City Plans. The City's Finance and Personnel Committee reviews the financial impacts an annexation has on City services. Finally, the proposed annexation area is located in the Town of Neenah and subject to the Town/City Boundary Agreement (2003). Per the agreement, this area is located within a City Growth Area, allowing for the annexation to the City.

Mayor Kaufert asked if this parcel touch the property that is already in the City on Dixie Road.

Deputy Director Schmidt answered no.

Member Hancock-Cooke asked what is east of the property in question.

Deputy Director Schmidt replied the Town of Neenah is east.

Mayor Kaufert clarified that the property owners would be responsible for the cost of extending city sewer and water to the property.

Deputy Director Schmidt answered yes, that is correct.

Mayor Kaufert asked if the city would be looking to oversize these services.

Deputy Director Schmidt answered not at this time.

Mayor Kaufert asked if annexing this property would increase our road maintenance and snow removal costs.

Director Kaiser answered no, this location is under the jurisdiction of the county.

Member Hancock-Cooke enquired about the piece of land not included in the annexation.

Deputy Director Schmidt confirmed it is a single family dwelling.

MSC Andrews/Hancock-Cooke, the Plan Commission recommends Common Council approve Annexation #226 (Ordinance #2022-04) and the property also receive a temporary I-1, Planned Business Center District zoning classification. All aye. Motion Passed.

D. Final Plat – Woodenshoe Road – The Homes at Freedom Meadows

The Department of Community Development has received a final plat from The Homes at Freedom Meadows subdivision. The preliminary plat was approved by Common Council in May 2021.

The final plat, 14 acres in size, includes 29 single-family residential lots and one outlier. The land is zoned R-1, Single-Family Residence District. The average lot size is approximately 12,800 square feet (0.30 acres) which exceeds the minimum lot size requirement for single-family residential lots (7,200 square feet). The lots in this phase of the development are smaller than the Freedom Acres development to the south (0.68 acre average size). This development is being marketed for smaller homes and is intended to be part of a home owners association (HOA) where the maintenance of grass, driveways and sidewalks would be centralized. The proposed outlier will include a storm water management pond that will be constructed to serve the development and land west of the development.

Honor Street is proposed to be extended north from the Freedom Acres subdivision through the proposed development and connecting to Liberty Avenue which will serve as the main east/west street through the development. Liberty Avenue will connect to Woodenshoe Road on the east side of the development. Finally, Founders Street will be dedicated as part of this plat and will provide access to future Phase III of the development to the west and future development to the east.

The developer will be responsible for installing all public utilities (water, sanitary sewer, and storm sewer) as well as constructing all roads within the plat. As with all subdivisions in the City, an agreement outlining the fees and responsibilities of the City and the developer will be negotiated. That agreement will be reviewed by the Finance Committee and the Board of Public Works and ultimately approved by Common Council.

The Homes at Freedom Meadows is the second of six phases within the larger development plan. The City is currently the owner of the subject land and the remaining 100 acres adjacent to this development.

Member Genett asked if the plans for the houses include two car garages.

Deputy Director Schmidt answered most likely yes, based on this developers previous projects.

Plan Commission Minutes

January 25, 2022

Page 4

Member Genett voiced concerns about on-street parking.

Mayor Kaufert asked if the City is allowed to govern HOA covenants.

Deputy Director Schmidt answered no.

Member Ellenberger clarified the city does have minimum standards for those covenants.

Deputy Director Schmidt confirmed that was accurate.

Member Ellenberger asked what the city can do about areas that do not follow our recommendations.

CA

Deputy Director Schmidt clarified in circumstances pertaining to site plans Community Development deals with enforcement action up to and including having special use permits revoked and ordering citations. However, it is more difficult for Plats. The city ordinances do not cover architecture.

MSC Ellenberger/Lang, Plan Commission recommends Common Council approve the Final Plat for The Homes at Freedom Meadows Subject to the Comments on the plat review letter. All aye. Motion passed.

Discussion Items:

None.

Announcements and Future Agenda Items:

Next meeting: February 8, 2022.

Adjournment: The Commission adjourned its meeting at 4:45 PM MSC Kaiser/Andrews. All Aye. Motion passed.

Respectfully Submitted,



Rachael Eiting
Administrative Assistant, Community Development

THE HOMES AT FREEDOM MEADOWS

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 5779 AS RECORDED IN VOLUME 1 OF CERTIFIED SURVEY MAPS ON PAGE 5779 AS DOCUMENT NO. 1368620, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1 AND A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 16 EAST, CITY OF NEEHAH, WINNEBAGO COUNTY, WISCONSIN

APPROVAL AGENCIES
CITY OF NEEHAH
WISCONSIN
AGENCIES HAVING AUTHORITY TO OBJECT
DEPARTMENT OF ADMINISTRATION
WINNEBAGO COUNTY PLANNING & ZONING

OWNER
CITY OF NEEHAH
1100 LINCOLN STREET
NEENAH, WI 54956
(920) 886-6125
SUBDIVIDER
SUBDIVISION HOMES, LLC
1430 FREEDOM COURT
NEENAH, WI 54956
(920) 209-9493
SURVEYOR
COREY W. KALOGREN
1445 MCMAHON DRIVE
NEENAH, WI 54956
(920) 751-4200

NOTES

1. SIDEWALKS WILL BE INSTALLED ALONG BOTH SIDES OF HONOR STREET WITHIN THE PUBLIC RIGHT-OF-WAY.
2. THE FRONT YARD SETBACK PER THE CITY OF NEEHAH ZONING ORDINANCE IS A MINIMUM OF 25 FEET (SEE RESTRICTIVE COVENANTS FOR ADDITIONAL SETBACK REQUIREMENTS.)

LOCATION MAP

LEGEND

- 1. 1/4" x 18" ROUND STEEL REBAR
WEIGHING 4.3 lbs./lineal ft. SET
- 2. 3/4" STEEL REBAR FOUND
- 3. 1" IRON PIPE FOUND (1.319' O.D.)
- 4. 1/4" STEEL REBAR FOUND
- 5. CERTIFIED LAND CORNER
WINNEBAGO COUNTY
- 6. RECORDED BEARING AND/OR DISTANCE
S.F.
- 7. SQUARE FEET
- 8. UTILITY EASEMENT (12' UNLESS NOTED)

ALL ANGLES OF CORNERS START WITH
3/4" x 18" ROUND STEEL REBAR,
WEIGHING 4.3 LBS./LIN. FT.

Curve Table

Curve #	Radius	Delta	Length	Chord Direction	Chord Length	Tangent
C1	530.00'	00°29'14"	26.48'	S88°54'50"W	26.48'	
C2	470.00'	00°29'14"	23.46'	N88°54'50"W	23.46'	
C3	530.00'	00°29'14"	26.48'	N88°54'50"W	26.48'	
C4	530.00'	00°29'14"	23.46'	S88°54'50"W	23.46'	
C5	530.00'	00°29'14"	26.48'	S88°54'50"W	26.48'	
C6	470.00'	00°29'14"	23.46'	N88°54'50"W	23.46'	
C7	470.00'	00°29'14"	23.25'	N88°54'50"W	23.25'	
C8	470.00'	00°07'41"	0.23'	N87°59'45"W	0.23'	

BEARINGS ARE REFERENCED TO THE
SOUTH LINE OF THE SOUTHEAST 1/4
OF SECTION 1, TOWNSHIP 19 NORTH,
RANGE 16 EAST, CITY OF NEEHAH,
WINNEBAGO COUNTY COORDINATE SYSTEM AS
PUBLISHED FOR WINNEBAGO COUNTY

SCALE - FEET
100 50 0 100

N

SHEET 1 OF 2
McMAHON
McMAHON & ASSOCIATES, INC.
1445 MCMAHON DRIVE, NEENAH, WI 54956
TEL: (920) 751-4204
WWW.MCMAHON.COM

THIS INSTRUMENT DRAFTED BY: Marty Abbig

There are no objections to this plat with respect to
Secs. 258.15, 256.16, 256.20 and 256.21(1) and (2),
Wis. Stats. as provided by s. 256.12, Wis. Stats.

Certified _____, 20____

Department of Administration

(x) = the homes at freedom meadows comps, loc map the homes at freedom meadows

ckalofren, WI\PROJECTS\CD408\91800775 (CADD) CIVIL\CD Survey Documents\SUBDIVISION PLAYS\Final Plat The Homes at Freedom Meadows.dwg, sheet 1, Plot Date: 1/19/2022 2:16 PM, refers: (x) = the homes at freedom meadows comps, loc map the homes at freedom meadows

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 5779 AS RECORDED IN VOLUME 1 OF CERTIFIED SURVEY MAPS ON PAGE 5779 AS DOCUMENT NO. 1368620, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 1 AND A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19 NORTH, RANGE 16 EAST, CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN

1. Corey W. Valverde, Wisconsin Professional Land Surveyor, PLS-2726, certifies that I have surveyed, sketched and mapped part of Lot 2 of Certified Survey Map No. 5779 as recorded in Volume 1 of Certified Survey Maps on Page 5779 as Document No. 1366620, located in the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Section 1, 1/4 of Section 1, and a part of the Southeast 1/4 of the Southeast 1/4 of the Section 1, Township 19 North, Range 16 East, City of Menasha, Winnebago County, Wisconsin containing 576,848 square feet (13,243 acres) of land and more particularly described as follows:

AND

That I have made such survey, land division, and plat under the directions of the Owner(s) of said land. That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made. That I have fully complied with the provisions of chapter 236 of the Wisconsin Statutes and the Subdivision regulations of the City of Neenah in surveying, dividing and mapping the same.

Corey W. Kalkofen, PLS-2726
Wisconsin Professional Land Surveyor

I, Michael K. Easker being the duly elected qualified and acting City Treasurer of the City of Neenah do hereby certify that the records in my office show no unpaid taxes or special assessments as of _____ affecting the lands included in The Homes At Freedom Meadows.

Date _____

Resolved that "The Homes At Freedom Meadows" in the City of Neenah, City of Neenah, as Owner(s) is hereby approved by the Common Council.

Date _____ Approved _____

Date _____ Signed _____

I certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Neenah.

City Clerk _____

STATE OF WISCONSIN)
WINNEBAGO COUNTY)

I, Charlotte Nagel, being the duly elected, qualified and acting Clerk of the City of Neenah, do hereby certify that the common council of the City of Neenah, authorizing me to issue a certificate of approval of the Final Plat of The Homes At Freedom Meadows upon satisfaction of certain conditions, City of Neenah and I do hereby certify that all conditions were satisfied and the approval was granted and effective on this _____ day of _____, 20____.

Charlotte Nagel, Clerk Dated

I, Mary E. Krueger being the duly elected qualified and acting County Treasurer of the County of Winnebago, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____ affecting the lands included in The Homes At Freedom Meadows.

Date

County Treasurer

Van Sistine Homes, LLC, as Owner(s), I/we hereby certify that I/we caused the land described on this plat to be surveyed, divided, mopped and dedicated as represented on The Homes At Freedom Meadows. I/we also certify that this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection.

Approving Authority City of Neenah	Agencies having Authority to Object Wisconsin Department of Administration Winnebago County Planning & Zoning

Dated this _____ day of _____, 20____

Printed Name and Title _____

Authorized Signature _____

Printed Name and Title

Authorized Signature

Printed Name and Title _____

Authorized Signature _____

State of _____) ss
County) _____

Personally appeared before me on the _____ day of _____, 20____, the above named persons to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Notary Public

County, _____

An easement for electric, natural gas, and communications service is hereby granted by the Van Sistine Homes, LLC, Grantor(s), to
WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

AT&T Wisconsin, a Wisconsin corporation, Grantee, and

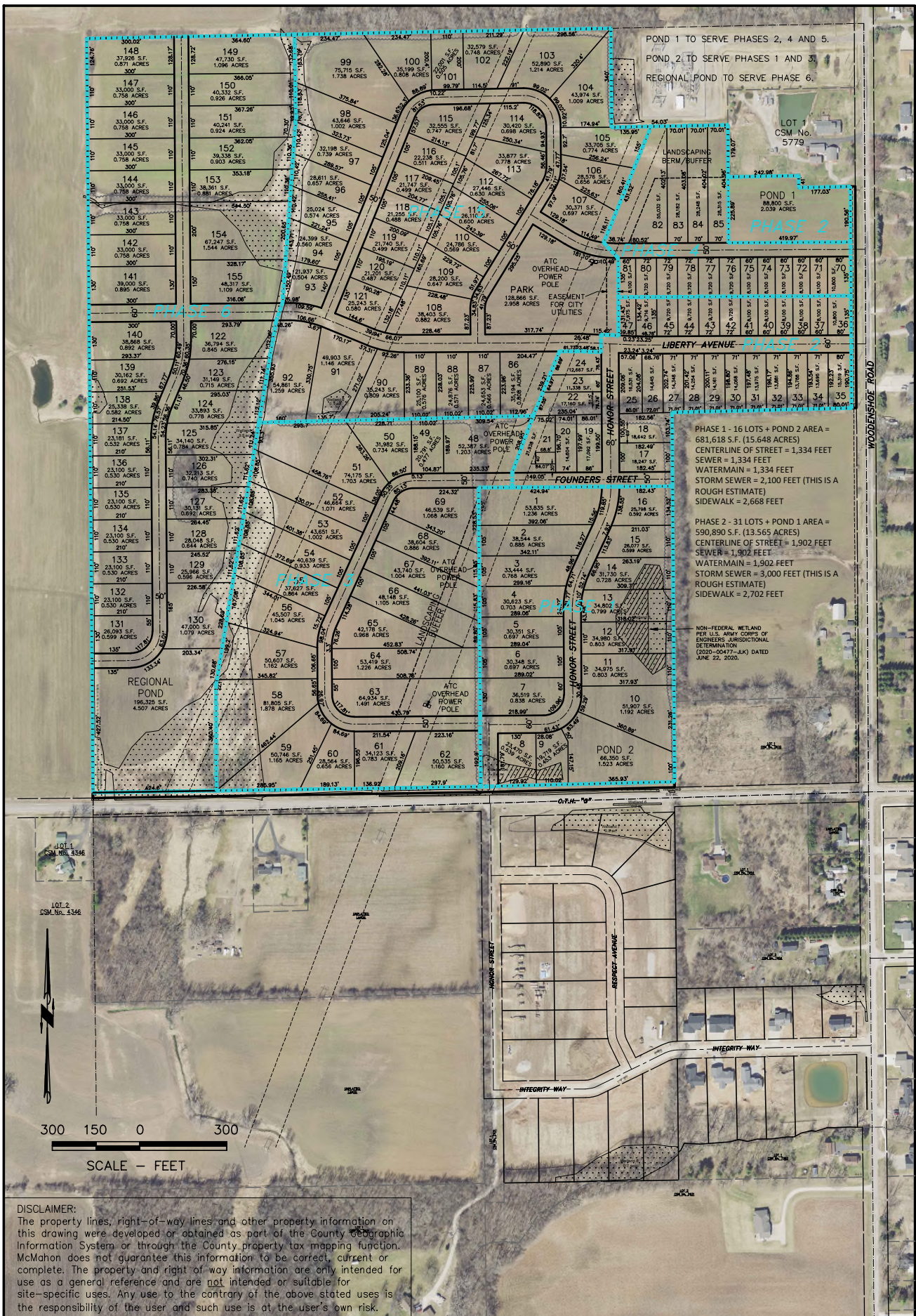
Their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution systems, including but not limited to, poles, towers, cross-arms, conductors, insulators, transformers, switches, relays, fuses, meters, and other appurtenances, and to place, install, maintain and replace thereon such equipment as may hereafter be used, all over, under, across, along and upon the property shown within these lines or any part thereof as "Utility Easement," and the property designated on the plat as "Right-of-Way." The Utility Easement shall include the right to install, maintain and replace for streets and alleys, whether public or private, together with the right to install service connections and appurtenances, including but not limited to, manholes, vaults, pits, boxes, conduits, cables, and adjacent lots; also, the right to lay or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes, and to remove or cause to be removed any obstructions which may be found to be reasonably possible to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities and to any trees, brush or roots which are located within the boundaries of the easement area and which cannot be placed over/underneath the facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of the Grantor. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of the Grantor. The easement shall extend to the full depth of the subsurface beneath the surface of the Utility Easement so the utility easements (s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

NO UTILITY TRANSFORMERS OR PEDESTALS ARE TO BE SET WITHIN 2 FEET OF A LOT CORNER MONUMENT.

NO CONDUCTORS ARE TO BE BURIED WITHIN 1 FOOT OF A LOT CORNER MONUMENT.

1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1026 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4294



POND 1 TO SERVE PHASES 2, 4 AND 5.
POND 2 TO SERVE PHASES 1 AND 3.
REGIONAL POND TO SERVE PHASE 6.

PHASE 1 - 16 LOTS + POND 2 AREA =
681,618 S.F. (15.648 ACRES)
CENTERLINE OF STREET = 1,334 FEET
SEWER = 1,334 FEET
WATERMAIN = 1,334 FEET
STORM SEWER = 2,100 FEET (THIS IS A
ROUGH ESTIMATE)
SIDEWALK = 2,668 FEET

PHASE 2 - 31 LOTS + POND 1 AREA =
590,890 S.F. (13.565 ACRES)
CENTERLINE OF STREET = 1,902 FEET
SEWER = 1,902 FEET
WATERMAIN = 1,902 FEET
STORM SEWER = 3,000 FEET (THIS IS A
ROUGH ESTIMATE)
SIDEWALK = 2,702 FEET

NON-FEDERAL WETLAND
PER U.S. ARMY CORPS OF
ENGINEERS JURISDICTIONAL
DETERMINATION
(2020-20477-JLK) DATED
JUNE 23, 2020



City of Neenah Community Development
211 Walnut Street
Neenah WI 54956
Ph 920.886.6130

January 20, 2022

COREY KALKOFEN
MCMAHON ASSOCIATES, INC.
1445 MCMAHON DRIVE
NEENAH, WI 54956

RE: Final Plat #1-22 - The Homes at Freedom Meadows Final Plat Review () Status Approved

Dear COREY KALKOFEN:

We have completed our review of the plan identified above. The plan was approved per attached comments, if any. This letter is not to be construed as a zoning compliance, grading, building permit, certificate of occupancy, or a substitute for any permit or certificate required by any state or federal government entity.

Sincerely,

Brad Schmidt
Deputy Director of Community Development and Assessment
bschmidt@ci.neenah.wi.us
920-886-6126

Plan Review Comments

Planning - Brad Schmidt -
bschmidt@ci.neenah.wi.us

Approved

Review Comments:

1. Sidewalks will be installed on both sides of Honor Street and Liberty Avenue. Please update Note 1 on the face of the plat to include Liberty Avenue.
2. The final plat will only be signed once a development agreement has been approved and signed by all parties.
3. Annexation of the "gap" along the east side of the proposed plat and Woodenshoe Road will occur concurrently with the review and approval of the plat. Once annexed, please submit a CSM subdividing and dedicating the extension of Liberty Avenue to Woodenshoe Road.

Community Development - Chris Haese -
chaese@ci.neenah.wi.us

Approved

Review Comments:

Engineering - Heath Kummerow - 920-886-6245
hkummerow@ci.neenah.wi.us

Approved

Review Comments:

Finance - Andy Kahl -
akahl@ci.neenah.wi.us

Approved

Review Comments:

Public Works - Gerry Kaiser -
gkaiser@ci.neenah.wi.us

Approved

Review Comments:

Water Utility - Anthony Mach - 920-886-6180
amach@ci.neenah.wi.us

Approved

Review Comments:

Fire Department - Shane Krueger - 920-886-6201
skrueger@nmfire.org

Approved

Review Comments:

Inspections - Building Residential Major - Kyle Pederson - 920-886-6131
kpederson@ci.neenah.wi.us

Approved

Review Comments:

Review Comments:

**Minutes of the Board of Public Works Meeting
Tuesday, January 25, 2022, 12:00pm Noon**

MEMBERS PRESENT: Mayor Kaufert, City Attorney Westbrook, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, Director of Finance Easker, and Alderpersons Hillstrom and Bates (via phone).

ALSO PRESENT: City Clerk Nagel, Deputy Director of Community Development Brad Schmidt.

Mayor Kaufert called the meeting to order at 12:01pm.

MINUTES: MSC Westbrook/Kaiser to approve the minutes from the December 21, 2021 meeting as corrected, all voting aye.

APPEARANCES: None.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

A. Community Development

1. Development Agreement for The Homes at Freedom Meadows Subdivision. Deputy Director of Community Development Brad Schmidt advised that this is the second phase for The Homes at Freedom Meadows Subdivision. Van Sistine, LLC is the Developer. There will be thirty-one single family lots about 13,000 square feet each. There will be a home owners association to take care of yard work and snow removal. This is a first of its kind development to Neenah in that the targeted residency is empty nesters.

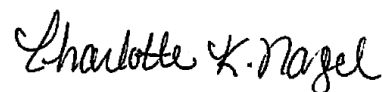
There was discussion regarding the financial side of this development. There is a council approved agreement that the developer is abiding by. Each phase of that agreement is on schedule with the third phase to start in 2024. The goal of financing the development was to break even as the project is a win-win for both the city and the developer. The developer can either pay the fees as lots are sold or as building permits are obtained.

MSC Easker/Haese to recommend Council approve the Development Agreement for The Homes at Freedom Meadows Subdivision as presented, all voting aye.

ADJOURNMENT

MSC Hillstrom/Westbrook to adjourn at 12:19 p.m., all voting aye.

Respectfully Submitted,



Charlotte K. Nagel, City Clerk