

**AMENDED
CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING
September 13, 2022 @ 6:30 PM
City Hall, 211 Walnut Street
Council Chambers**

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

A G E N D A

1. Approval of Minutes of the Meeting of August 30, 2022 (Attachment)
2. Public Appearances
3. Recommendation to Approve Civil Engineer-Neenah Police Building Expansion (Attachment)
4. Memorandum of Understanding (MOU) for Galloway Co.-Harrison Street Storm Water Pond (Attachment)
5. Revocable Occupancy Permit for 157 N Park Avenue (Attachment)
6. Public Works General Construction and Department Activity (Attachment)
7. Announcements/Future Agenda Items
8. 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 **Public Works Administrative Assistant at (920)886-6240** or the **City's ADA Coordinator at (920)886-6106** or e-mail attorney@ci.Neenah.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.

**AMENDED
CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Tuesday August 30, 2022, 6:30 PM**

Present: Alderpersons Borchardt, Hillstrom, Lendrum, Stevenson, and Weber

Excused:

Also Present: Mayor Lang, Public Works Director Kaiser, Parks & Recreation Director Kading, Deputy Director Community Development & Assessment Schmidt, Traffic Engineer Merten, Public Works Office Manager Mroczkowski, Rhonda Hansen, Lou Stepter, and Austin Foremiller

Approval of the July 26, 2022 Regular Meeting Minutes and of the August 17, 2022 Special Meeting Minutes.

Motion/Second/Carried by Hillstrom/Borchardt to approve the minutes of the July 12, 2022 regular meeting and the August 17, 2022 special meeting. All voting aye.

Public Appearances:

None

Arrowhead Park Phase 1B-Construction Administration

Director Kading reviewed his memo of August 22, 2022 regarding the Arrowhead Park Phase 1B Construction Administration Service Agreement. He stated that the scope of the work includes oversight of site grading, drainage, trail construction, restoration and pier construction for a period of October 1, 2022 through June 1, 2023.

Director Kading stated that he is recommending accepting the Construction Administration Service Agreement with SEH in the amount of \$61,500, utilizing 2021 CIP funding.

Aldersperson Stevenson asked if the lowest bidders are being recommended for approval on the two contracts for the pier construction and the prairie/path construction that are going to the Board of Public Works for approval. Director Kading stated that the numbers reflected in the memo are the lowest bidders for the two separate contracts.

Report Following discussion, **Motion/Second/Carried Borchardt/Weber to recommend Council approve the Construction Administration Service Agreement with SEH in the amount of \$61,500.** All voting aye.

Street Vacation-Jackson St, McKinley St and Austin Ave-Galloway Company

Deputy Director Schmidt reviewed his memo of August 30, 2022. He stated that the Community Development department received a request from the Galloway Company and 5K Fiber to vacate Jackson Street, McKinley Street and Austin Avenue. Deputy Director Schmidt stated that over the last several years, Galloway Company has purchased and demolished all of the properties along Jackson Street, McKinley Street and Austin Avenue which were adjacent to their property at 601 S Commercial Street. He stated that the purpose of the acquisitions is to provide the opportunity for future building expansion and better site efficiency and traffic/truck circulation. Deputy Director Schmidt stated that the Plan Commission had previously recommended the rezoning of the Galloway property along with a certified survey map that consolidates all of the Galloway property onto one parcel.

Deputy Director Schmidt stated that there are water and sanitary sewer utilities that run along Jackson Street and McKinley Street. He stated that the sanitary sewer will become private and that staff is requesting that a utility easement be recorded to assure that the water utility can continue to be maintained by the City until such a time that it is vacated.

Aldersperson Weber asked why only the sanitary sewer will become private. Deputy Director Schmidt stated that staff consulted Utility Director Mach and because of Public Service Commission rules regarding who maintains the water supply, it must remain public.

Director Kaiser stated that the sanitary sewer does not service anyone else but the Galloway Company so it makes sense that they would take it over and maintain it.

Aldersperson Hillstrom asked where the storm water runoff from the Galloway property currently flows, to get to the Harrison Street storm water pond. Director Kaiser stated that it is directed down Commercial Street to Monroe Street where it crosses the railroad tracks into the pond. Director Kaiser stated that staff is looking into an alternative that would direct it out to Henry Street.

Report Following discussion, **Motion/Second/Carried Borchardt/Stevenson to recommend Council discontinue Jackson Street, McKinley Street and Austin Avenue (Resolution 2022-15).** All voting aye.

Proposed Intersection Control Change at Isabella/Caroline

Traffic Engineer Merten reviewed his memo of August 24, 2022. He stated that upon the reopening of Isabella Street after the reconstruction project done in 2021, staff implemented a trial in which the stop signs on Isabella Street at Caroline Street were swapped so that Caroline stops for Isabella. This was done because Isabella has a higher street classification and carries more traffic than Caroline. The purpose of this trial was to evaluate the effects of this swap before bringing forth any formal recommendations. Traffic Engineer Merten stated that the results of the trial did not show any significant difference in speeds on Isabella as compared to the pre-trial speed data.

Traffic Engineer Merten stated that per the Intersection Control Policy, these factors warrant Isabella having the right-of-way over Caroline and that his recommendation is to leave the intersection controlled with the stop sign on Caroline at Isabella.

Traffic Engineer Merten stated that he is aware that by doing this, it may create a thoroughfare on Isabella Street. He stated that if the committee wishes to seek an alternative solution, staff recommends the stop sign control change at Isabella/Caroline be upheld (stop on Caroline) and the stop sign control at Isabella/Adams be swapped instead (stop on Isabella). This would achieve better spacing between stop signs.

Alderson Borchardt asked if the proposed right turn lane at Winneconne and Commercial will impact the traffic flow onto Church Street and Isabella Street. Traffic Engineer Merten stated that with the addition of a right turn lane there will most likely be a significant traffic impact to both Church and Isabella.

Mr. Stepter, 407 Isabella Street, asked if a no left turn lane onto Winneconne from either Church or Isabella is being considered. Traffic Engineer Merten stated that if staff sees an increase in accidents or vehicle stacking issues, than yes, staff would have to look at options and one of them maybe through signage.

Ms. Hansen, 322 Monroe Street, stated that she is not in favor of the stop sign being on Caroline at Isabella. She stated that she has lived there 35 years. She stated that she does not think that Isabella should be a full thoroughfare. Ms. Hansen stated that swapping the stop sign at Adams and Isabella would be a better solution.

The Committee further discussed the traffic impact of the proposed right turn for Church and Isabella.

Alderson Weber asked what the reason was for swapping the stop signs at Isabella and Caroline. Engineer Merten stated that he created a intersection control policy to create criteria for the installation of stop signs, yield signs, etc. He stated that with Isabella being closed last year, this was a good time to take advantage of correcting the stop sign placement at that intersection to meet the criteria in the intersection control policy.

Following discussion, **Motion/Second/Carried Stevenson/Hillstrom to recommend Council approve the stop sign control at Isabella/Adams be swapped (stop on Isabella).** All voting aye. (The effect of the motion is that stop signs will remain on Caroline Street at Isabella Street and stop signs at Isabella and Adams Street will be moved from Adams Street to Isabella Street).

Proposed Intersection Control Changes on Henry Street

Traffic Engineer Merten reviewed his memo of August 24, 2022. He stated that this item pertains to the segment of Henry Street north of Winneconne Avenue, between the dead end and Sherry Street. He stated that the affected intersections are at Caroline Street, Adams Street, and Monroe Street. Traffic Engineer Merten stated that the intersection control in this neighborhood was originally laid out in a typical residential grid-style approach, such that there was a stop/yield condition at every other intersection.

Traffic Engineer Merten stated that Henry Street no longer connects to Winneconne Avenue and all of the railroad crossing on adjacent streets have been closed. He stated that with these connections severed, the nearest access to/from the neighborhood is Isabella Street.

Traffic Engineer Merten stated that in looking at the number of households on each street, the majority of households would benefit if the intersection right-of-way was allocated to the east-west corridors. He stated that staff proposes to orient the intersection control at each of the Henry Street intersections accordingly.

Traffic Engineer Merten stated that staff recommends removing the stop signs and erecting yield signs for north-south traffic on Henry Street at the Caroline Street, Adams Street, and Monroe Street intersections.

Ms. Hansen stated that she, along with neighbors, requested the stop sign at Monroe and Henry. She stated that she would like the stop sign to remain.

Traffic Engineer Merten asked Ms. Hansen if Monroe Street traveled over the railroad tracks at the time the stop sign was requested. Ms. Hansen stated no.

Traffic Engineer Merten stated that he stands by his recommendation that the stop signs be changed to yield signs but will do what is recommended by the committee.

Aldersperson Lendrum asked if keeping the stop sign at Monroe and Henry will affect the traffic flow vision that Traffic Engineer Merten has in mind. Traffic Engineer Merten stated that if we went through the whole city and followed the intersection control policy, leaving this stop as is would be an anomaly. He stated that his goal, where it makes sense, is to implement the policy's criteria retroactively and to be consistent moving forward as requests are made.

Following discussion, **Motion/Second/Carried Stevenson/Borchardt to recommend the Council approve the removal of the stop signs and erect yield signs for north-south traffic on Henry Street at the Caroline Street and Adams Street intersections. This action does require codification by ordinance at a future date.** All voting aye.

Commercial Street/Winneconne Avenue Intersection Design Proposal Follow-Up

Traffic Engineer Merten reviewed his memo of August 26, 2022. He stated that per the Committee's request a revised contract with Westwood was created to only design services. He stated that staff anticipates the costs associated with the design work for this addition can be covered by the existing 2022/2023 S. Commercial Street project budget.

Aldersperson Borchardt asked if funding from the 2025 S. Commercial Street project can be used for this design work. Traffic Engineer Merten stated that the project is federally funded so all the costs associated with that project are locked in.

Aldersperson Borchardt asked when it would make sense to construct the right turn lane. Traffic Engineer Merten stated that the design of the right turn lane is very dependent on what is going to be done with the Commercial Street project. He stated that it would be best if it was done ahead of time.

Director Kaiser stated that even if we weren't doing the S. Commercial Street project, the layout that Traffic Engineer Merten has developed would be beneficial to the city to implement.

Aldersperson Stevenson stated that the quote was reduced by \$10,000 from the quote previously presented to Committee. He stated that there is no breakdown by hours to see what the \$38,900 is being allocated to. He stated that he would like to see that before the Council meeting.

Aldersperson Weber asked for further information on the real estate model and how that would proceed. Director Kaiser stated that the city would need to get field work done to see where the design would end up. He stated that after that is complete, staff would work with the consultant to see what the possibilities are for the 105 W Winneconne property and then make a determination if the impact can be addressed in some way.

Austin Foremiller, 105 W Winneconne Avenue, stated that currently the only access to his property is from Church Street. He stated that the right turn lane could have an impact on that access. Mr. Foremiller stated that he is again asking that the design include driveway access to his property from S. Commercial Street.

Traffic Engineer Merten stated that from the City's perspective, we would want to discourage any additional driveway access from S. Commercial Street.

The Committee continued discussion on the impact of granting driveway access the 105 W Winneconne property.

Aldersperson Stevenson stated that we are not asking the consultant to provide any other options than a right turn lane. He stated that we need to have the consultant provide a design that provides the best level of service of the intersection whether that is a right turn lane or possibly a roundabout.

Aldersperson Borchardt stated that he is in agreement with Aldersperson Stevenson. He asked what staff's thoughts are in designing a roundabout at this intersection.

Director Kaiser stated that the S. Commercial Street and W. Winneconne Avenue intersection was part of the MSA Phase 1 downtown traffic study. He stated that the recommendation that came from that traffic study was to do an Intersection Control Evaluation (ICE). Director Kaiser stated that based on the scope of work that was being done in Phase 2 of the traffic study, it was decided to leave out the ICE report.

The Committee continued discussion on what an ICE report is, what impact a roundabout would be for this intersection, cost of land acquisition, impact on businesses, and the impact of additional driveway access on S. Commercial Street.

Aldersperson Weber asked if there is any risk in stepping back and looking at other options. Director Kaiser stated that taking a step back would mean putting this design concept on hold and doing an Intersection Control Evaluation.

The Committee further discussed how stepping back and doing an ICE report would affect the timing of construction for this intersection related to the S. Commercial Street project slate for 2025.

Aldersperson Borchardt stated that he would like to get more information about the intersection and agrees that an ICE report should be done.

Info Only

Following discussion, **Motion/Second/Carried Borchardt/Stevenson to table the agenda item and direct staff to complete an Intersection Control Evaluation for the intersection of S. Commercial Street and W. Winneconne Avenue and report back to Committee the results of the evaluation.** All voting aye.

ERU Determination for Condominium Parcels

Director Kaiser reviewed his memo of August 16, 2022. He stated that proposed Ordinance 2022-18, addresses the change to storm water ERU determination for condominiums. He stated that a number of other communities' ordinances were reviewed to compare how they treat condominiums. He stated that many treat

condominiums in the equivalent land use category. Director Kaiser stated that the proposed ordinance makes that change to Neenah code.

Report

Following discussion, **Motion/Second/Carried Borchardt/Weber to recommend the Council approve Ordinance 2022-18 amending Section 17-126 of the Municipal Code related to storm water customer classes and ERU determinations.** All voting aye.

Licenses

Change of Agent Application, Pick 'n Save #412, 828 Fox Point Plaza

C.A.

Following Discussion: **Motion/Second/Carried Hillstrom/Borchardt to recommend Council approve the Change of Agent Application for Pick 'n Save #412, 828 Fox Point Plaza for the licensing year 2022.** All voting aye.

Temporary Extension of Licensed Premises Application, Lions Tail Brewing Co., LLC, 116 S Commercial St, Alexander Wenzel for Oktoberfest, September 16, 2022 from 3:00 PM to 11:00 PM and September 17, 2022 from 12:00 PM to 11:00 PM

C.A.

Following discussion, **Motion/Second/Carried Borchardt/Stevenson to recommend Council approve the Temporary Extension of Licenses Premise Application to Lions Tail Brewing Co., LLC, 116 S Commercial St, Alexander Wenzel for Oktoberfest, September 16, 2022 from 3:00 PM to 11:00 PM and September 17, 2022 from 12:00 PM to 11:00 PM.** All voting aye

Approve the Temporary Class "B" license application to sell wine for the Future Neenah's Wine Walk

C.A.

Following Discussion: **Motion/Second/Carried Borchardt/Hillstrom to recommend Common Council approve Temporary Class "B" License Application for the sale of wine to Future Neenah, Inc. for the Wine Walk to be held on October 1, 2022.** All voting aye.

Approve the Temporary Class “B” license application to sell fermented malt beverages for Bergstrom-Mahler Museum Art after Dark

C.A. Following Discussion: **Motion/Second/Carried Hillstrom/Stevenson to recommend Common Council approve the Temporary Class “B” License Application for the sale of fermented malt beverages to Bergstrom-Mahler Museum for Art After Dark to be held on September 15, 2022.** All voting aye.

Special Events

Future Neenah Wine Walk

C.A. Following discussion, **Motion/Second/Carried Hillstrom/Stevenson to recommend Council approve the Street Use Permit for the Wine Walk sponsored by Future Neenah Inc., 135 W Wisconsin Avenue, to be held on October 1, 2022.** All voting aye.

Bergstrom Mahler Art After Dark

C.A. Following discussion, **Motion/Second/Carried Hillstrom/Borchardt to recommend Council approve the Street Use Permit for Ark After Dark, sponsored by Bergstrom-Mahler Museum Inc., 165 N Park Drive, to be held on June 23, 2022.** All voting aye.

Public Works General Construction and Department Activity

- 1) Contract 7-21 (Harrison Pond): Pond excavation is complete. The retaining wall is in place. Wall staining colors have been approved.
- 2) Contract 8-21 (Jewelers Park Drive Trail): Work is complete. A final pay request is being prepared.
- 3) Contract 2-22 (Utility and Street Construction on Grove and Dieckhoff): The west/north side of the streets have been paved. The east/south side of the streets

is tentatively scheduled for paving on September 2. Following that, driveway and sidewalk paving will be done on the east/south side of the streets.

- 4) Contract 3-22 (Street Construction in Fredrick Drive area, Fresh Air Park, Southview Park): Work on Fresh Air Park, Shootingstar/Armstrong and the Southview Park basketball court is complete. Concrete repairs and manhole adjustments in the Fredrick Drive area are ongoing. Excavation of soft soil areas on those streets is also ongoing. Fine grading is projected to start the week of September 12.
- 5) Contract 4-22 (S. Commercial Utility Construction): There are some small pieces of asphalt paving still left to do.
- 6) Contract 6-22 (Epoxy Pavement Marking): Bid documents are being finalized. Alderperson Hillstrom asked when the pavement markings are going to be completed. Director Kaiser stated that most of this work will be carried over to 2023.
- 7) Contract 7-22 (Winneconne Ave Overpass Repairs): Repairs to the south column are complete. Work on the bridge deck have not been scheduled. Alderperson Hillstrom stated that there cones were placed on the bridge today. Director Kaiser stated that we will start to see some lane closures in order to repair the expansion joints.
- 8) Contract 8-22 (Miscellaneous Asphalt Repairs): This contract was awarded to Northeast Asphalt. Work has not been scheduled but typically takes place in October.
- 9) Contract 11-22A and 11-22B (Lead service line replacement): Bid openings are scheduled for August 31 and September 1. Zemlock and Reddin are in 11-22A while Hunt, Madison and Nicolet are in 11-22B.
- 10) The recently approved leaf picker trailer unit has been delivered.
- 11) The recently approved diesel exhaust fluid system is operational at the Tullar Garage.
- 12) Jetter Truck: We were contacted by a vendor who represents a line of sewer jettors that we are strongly considering as a 2023 capital equipment purchase. He informed us that all but two of his 23 allocated 2023 jetter units is spoken for. We approved putting our name in for one of the remaining two units with the understanding that it does not commit us to a purchase. The vendor is confident he will be able to sell the unit if we choose to go in a different direction.

Adjournment: **Motion/Second/Carried Hillstrom/Borchardt to adjourn at 8:28 PM.**

All voting aye. Respectfully submitted,



Lisa Mroczkowski
Public Works Office Manager



Aaron L. Olson
Chief of Police

CITY OF NEENAH POLICE DEPARTMENT



2111 Marathon Avenue
Neenah, Wisconsin 54956

Memo

To: Alderperson Cari Lendrum, Chair
Public Services and Safety Committee
Mayor Jane Lang

From: Chief Aaron L. Olson *ALO*

Date: September 1, 2022

Re: **Recommendation to Approve Civil Engineer - Neenah Police Building Expansion**

Three Civil Engineering firms have submitted bids for our Neenah Police Department Building expansion.

1. Clark Dietz, Inc is the cheapest lump sum bid at \$18,600.
2. Eriksson Engineering has a bid of \$20,000.
3. JSD Professional Services for \$21,250.

All three firms are qualified to perform the civil / site design. Due to Clark Dietz being the cheapest bid, we are recommending that we hire them as our Civil Engineer.

Attached are all three bids.

Recommendation:

Approve Clark Dietz, Inc. as our Civil Engineer with their lump sum price of \$18,600.



May 3, 2022

Andrew Mayo
Senior Associate
FGM Architects
219 North Milwaukee Street, Suite 325
Milwaukee, WI 53202

Re: Professional Civil Services Proposal – Neenah PD Addition

Dear Andrew:

Clark Dietz is pleased to submit this proposal for professional engineering services for civil engineering services for the new addition at Neenah Police Department.

Our Proposal is presented in five parts:

- Project Understanding
- Scope of Services
- Assumptions
- Schedule
- Compensation

Project Understanding:

FGMA and Clark Dietz team was selected by the Village of Neenah to design an addition to the existing police station facility. The existing building will remain in operation during the construction and new addition is proposed on the west side of the building. The proposed addition will be approximately 18,000 SF with an estimated construction budget of about \$4.5M. The new addition will include a larger indoor parking garage, training facility, fitness areas, restrooms and an indoor firing range.

Clark Dietz will work with FGMA to provide Civil engineering services including bidding and construction phase for parking lot revisions and to accommodate new building addition per RFP.

Scope of Services

General/Project Management

1. Review preliminary scope items with the architect/owner.
2. Provide general guidance related to codes and requirements normally applicable to this type of project.

Site Civil

1. Conduct topo survey of the site to determine existing site layout.
2. Prepare site civil and grading plans to accommodate new building addition per schematic design layout provided with RFP.
3. Provide design for parking lot, sidewalks and curbs around site.
4. Provide revisions to existing site utility plan including water service, sewer service and storm discharge.

Deliverables

1. Drawings and specifications in PDF format.



Construction Phase Services

1. Assist in answering bidding questions from contractors. Prepare addenda if required.
2. Execute contractor applications required to apply for permits.
3. Review shop drawings and distribute to architect in electronic format.
4. Respond to contractor Request for Information (RFIs) and questions during construction and prepare required change order documents if required.
5. Review and make changes from contractor redline for final record drawings.
6. Provide two site visits during construction for project progress and final punch lists.

Assumptions

1. Permits for this project will be obtained by the others with information provided by CD and other consultants.
2. We have excluded the stormwater management. Based on our review of the schematic design documents, these are not required because there is a very minor increase to the existing impervious pavement. In case of DNR or DSPPS permit review if additional stormwater management is required these will be provided as an additional services.
3. The survey services do not include boundary survey, ALTA, CSM or property pin location services. Since property use is not changing these items are not required.
4. Architectural drawings will be provided to CD by the architect in AutoCAD/Revit format.
5. Design for site lighting is excluded from this proposal.
6. Landscape design services are to be provided by others.
7. Schematic design phase has already been completed by FGMA and a submittal for this will not be required.
8. Cost estimating services will be very limited based on pavement modifications only.

Schedule:

CD proposes to perform these services based on schedule that has been discussed with the owner. The schedule will start Design Development phase in May 2022. We will accommodate any reasonable adjustments to the schedule as requested by FGM and the owner.

Compensation:

CD proposes to perform the Scope of Services outlined in this proposal based on a lumpsum price of \$18,600 including direct expenses (mileage, printing, shipping, etc.) incurred on behalf of the project.

Thank you for the opportunity to submit this proposal. Please call me if you have any questions or need further clarification. We look forward to working with you on this project.

Sincerely,

Clark Dietz, Inc.

Nirav T. Patel
Vice President
E-mail: nirav.patel@clarkdietz.com

May 3, 2022



Mr. Andrew J. Mayo, AIA
Senior Associate
FGM Architects Inc.
219 N Milwaukee Street, Suite 325
Milwaukee, WI 53202

Re: City of Neenah Police Training Center
Neenah, Wisconsin

Dear Andrew:

Eriksson Engineering Associates, Ltd. (EEA) is pleased to submit this Proposal to provide professional civil engineering and professional surveying (Chaput Land Surveys) services for the new Police Training Center project located in Neenah, Wisconsin. The project shall generally be developed in accordance with the request for proposal dated Thursday, April 28, 2022.

PROJECT DESCRIPTION

The Request for Proposal indicates that the project will consist of a one-story, approximately 15,500 square foot addition to the existing police department. The project will also include the expansion of staff parking and outdoor storage with security fencing. The project site is located to the west of the existing police department building. Based on the site plan provided, the minimum amount of added impervious surface is approximately 21,300 square feet, which may trigger additional stormwater requirements with the City of Neenah. This value, however, does not take into account any credit that has been taken to the existing impervious area. Utilities required to serve the proposed bathroom facilities will come from the existing police department building.

According to the NFIP FEMA Floodplain Mapping, it does not appear that any part of the property is within the 100-year floodplain; therefore, we have not included any floodplain compensatory storage calculations. According to the Wisconsin Department of Natural Resources, there are no mapped wetlands on or within 0.25 miles of the subject property, however, there are wetland indicator soils. Based on the existing site conditions it is assumed that no wetland permitting will be required. If a wetland determination is required, EEA can assist in coordinating that work with a separate consultant.

EEA's design decisions and drawings will be based upon topographic and land survey data that we will provide. All existing utility information shall be included on the survey. From the survey, we will prepare a base sheet based on the information contained on the survey. The plumbing designer shall locate and size the various building sewer and water service connections. EEA's drawings shall show these services up to a point five feet outside of the building foundation walls.

Based on emails with your office, all plumbing for the Project will connect to existing water and sanitary systems within the existing building to remain. Therefore, no exterior sanitary or water service design and permitting is included under this scope.

Your office shall coordinate with the necessary utility companies to secure new services and initiate the development of contracts with dry utility companies, i.e. electrical, gas, telecommunications.

The Part of the Project for which EEA shall provide professional services includes the following on-site element/elements:

1. Provide Topographic mapping and Boundary survey
2. Review of geotechnical data provided by others

3. Review of utility information provided by the City of Neenah
4. Demolition of existing site features including pavements, landscaping, utilities (not including building demolition)
5. Site geometric control; location of buildings, pavements, and utilities
6. Auto-turn analysis for site planning
7. Private street and parking lots, driveway pavements, walkways, and site concrete finish work (but not stairways or poured in-place retaining walls or seat walls)
8. Finished grading, setting first floor elevation
9. Stormwater calculations and detention design
10. Security fencing (but not electrical feeds or security cameras)
11. Soil erosion and sediment control measures
12. Permitting through local governing agencies

SCOPE OF SERVICES

A. Topographic Mapping and Boundary Survey

1. We shall obtain spot elevations of ground surface on a minimum of a 50' grid with grade breaks in between clearly identified.
2. We shall obtain spot elevations on adjacent pavements, curbs, walks, etc. on grid points as well as at horizontal and vertical break points or corners.
3. We shall provide location and elevation of a nearby benchmark. All elevations shall be referenced to the Benchmark, which must be on NAVD'88 datum.
4. We shall obtain location of individual trees greater than six inches in diameter at three feet above the adjacent ground surface and significant shrubbery. (Only in the area of the new building addition).
5. Location, size, direction of flow, material type, rim and invert elevations of utilities serving or existing on the property as evidenced by on-site observation or as determined by records provided by utility companies and other appropriate sources (for example):
 - a. Manholes, catchbasins, culverts, fire hydrants, valve vaults or other surface indications of subterranean uses.
 - b. Wires and cables (including their functions) crossing the surveyed premises, all poles on or within ten feet of the surveyed premises, and the dimensions, of all cross wires or overhangs affecting the surveyed premises.
 - c. Utility company installations on the surveyed premises.
 - d. All building downspouts including; exterior piped, sheep's tongue, or other.
 - e. Location of building fire department connection.
6. We shall obtain the location of existing building corners, columns, doors and other existing building improvements. Include description of construction type (e.g. brick and frame).
7. We shall obtain door locations and finished floor elevations at doors of existing on-site adjacent building.
8. Substantial, visible improvements such as fences on or adjacent to the property and their relationship to the property lines, signs, canopies supported by columns.

B. Design Development Phase

1. We shall attend virtual or in-person project meetings as necessary to coordinate our Part of the Project with other disciplines.
2. We shall confer with representatives from the City and with representatives of other governing agencies to review development and permitting requirements including:
 - a. Wisconsin DNR - Erosion Control
 - b. Wisconsin DNR – Stormwater
 - c. City of Neenah
3. We shall visit the site to observe the existing conditions to confirm that the site survey has provided the information necessary for us to complete our design work.
4. We shall assist you in identifying the need for additional studies, surveys, or reports. Such studies might address geotechnical analysis or private underground utilities.
5. We shall review and edit the boundary and topographic mapping so that other sub-consultants may utilize it.
6. EEA shall prepare a preliminary opinion of probable cost as requested.
7. EEA shall prepare a preliminary project narrative as requested.
8. EEA shall prepare Design Development drawings and specifications for this Part of the Project including a 50% and 100% interval set.

C. Construction Documents Phase

1. EEA shall prepare final drawings and technical specifications for This Part of the Project. The drawings and specifications shall be prepared in accordance with generally accepted professional practices and substantially in conformance with standards of the governmental agencies having jurisdiction thereof. EEA makes no warranty, express nor implied, as part of this Agreement. Nothing in this Agreement shall require us to exercise professional skill and judgment greater than that which can be reasonably expected from other engineer's performing similar services to those required hereunder.
2. EEA shall prepare a preliminary opinion of probable cost as requested.
3. EEA shall prepare a preliminary project narrative as requested.
4. EEA shall attend project coordination meetings to coordinate the Project with other members of the design team and owner.
5. EEA shall assist you in the preparation and processing of permits for the agencies listed in the Design Development Phase. It is assumed that for purposes of this proposal that other site related permits will not be required and are therefore excluded from this scope of work.

D. Bidding/Negotiation Phase

1. We shall assist you by answering questions concerning the bidding documents relative to this Part of the Project.
2. We shall prepare addenda to clarify documents prepared by us in a timely manner.
3. We shall evaluate bidder proposed substitutions for basic quality and applicability when requested by you. Detailed analysis of substitutions or design changes made necessary by the acceptance of these substitutions is not included.

E. Construction Administration Phase

1. We shall review submittals made by the Contractor as they relate to this Part of the Project.
2. We shall assist you by answering questions arising from field conditions.
3. We shall prepare supplemental documents to clarify the original documents relative to this Part of the Project.
4. We shall make three (3) visits to the site as requested by you, to observe, as a qualified design professional, the progress and quality of the work completed, and to determine, in general if the work pertaining to this Part of the Project is being performed in accordance with the Contract Documents. However, we shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. We shall submit to you a written report of our observations from our visit to the site. One (1) of the site visits shall be at substantial completion.

F. Project Close Out Phase

1. We shall review close out documents for the Project.

COMPENSATION

We shall be compensated for Services as described above on the basis of a stipulated fee in the following amounts:

| Phase | Civil |
|------------------------------------------------------|--------------------|
| A. Topographic Mapping and Boundary Survey | \$ 4,000.00 |
| B. Design Development Phase | 4,000.00 |
| C. Construction Documents Phase | 9,500.00 |
| D. Bidding/Negotiation Phase | 500.00 |
| E. Construction Administration Phase (3 site visits) | 1,500.00 |
| F. Project Close Out Phase | <u>500.00</u> |
| Subtotal Stipulated Staff Time Fee (A-F): | \$20,000.00 |

REIMBURSABLES

There are no reimbursable expenses related to plotting, printing, travel, photographing, or any miscellaneous work necessary for EEA to complete work required.

ADDITIONAL SERVICES

The following services are specifically excluded from our fee proposal, but can be provided under separate Agreements, if requested:

1. Sanitary and watermain system design up to property boundary
2. Landscape design and details
3. Design of off-site utilities such as watermain, sanitary sewer and storm sewer
4. Preparation of multiple bid packages/drawings
5. Site lighting
6. Retaining wall design
7. Easement vacations/dedications
8. Pump/lift station design
9. Design and layout of site power, gas supply distribution systems, and site communications
10. Structural design of accessory site structures
11. Irrigation system
12. Wetland mitigation

Attendance at additional coordination meetings, public hearings, plan commission or zoning meetings, changes to completed work due to revised input or direction, expansion of project limits or scope, preparation of additional exhibits, preparation of off-site public roadway or infrastructure improvements, traffic or parking studies, soil erosion and sediment control inspection services, and other factors beyond EEA's control shall be invoiced as Additional Services at our then current Hourly Rates with all non-staff time costs listed above invoiced as Reimbursable Expenses. EEA shall notify you if the need for such services arises, prior to proceeding with any Additional Services. EEA would be pleased to provide you with an estimate of fees for these services upon your request.

INVOICING

Invoices shall be submitted periodically, and will reflect the time accrued during the period stated. Invoices are due and payable sixty (60) days from date of invoice. A 1% per month interest charge will be applied to accounts and invoices more than 60 days past due.

Please remit payments to the following address (electronic transfers accepted):

**Attn: Accounting
145 Commerce Drive, Suite A
Grayslake, Illinois 60030**

If this Proposal is acceptable to you, please send the AIA Agreement between Architect and Subconsultant to our office as authorization to proceed. The signed document will serve as the agreement between you and EEA for professional services.

We look forward to working with you. If you have any questions, please don't hesitate to contact us.
Very truly yours,

ERIKSSON ENGINEERING ASSOCIATES, LTD.



Timothy O. Brown, PE
Project Manager



Michael J. Renner, P.E.
Vice President

Hourly Rates

Hourly Rates for Services are as follows:

| | |
|------------------------------------|----------|
| Senior Principal | \$220.00 |
| Principal | \$200.00 |
| Senior Project Manager | \$185.00 |
| Project Manager | \$180.00 |
| Director of Landscape Architecture | \$180.00 |
| Director of Traffic Engineering | \$180.00 |
| Technical Director | \$180.00 |
| Senior Project Engineer | \$170.00 |
| Project Engineer | \$165.00 |
| Senior Design Engineer | \$160.00 |
| Senior Landscape Architect | \$150.00 |
| Design Engineer | \$145.00 |
| Landscape Architect | \$140.00 |

These hourly rates are effective through December 2023 and are subject to annual increase thereafter. A surcharge of fifty percent (50%) will be added to the then current hourly rates for expert witness testimony and/or participation at legal hearings, depositions, etc.

PROPOSAL

Professional Consulting Services

Neenah Police Training Center Addition

2111 Marathon Avenue, Neenah, WI 54956

JSD Project No.22-11570

Date: May 3, 2022

Prepared for: FGM Architects **(the "Client")**
Attn: Andrew J. Mayo, AIA
219 N. Milwaukee St Unit 325
Milwaukee, WI 53202

- LAND SURVEYING & MAPPING
- CONSULTING
- SUBCONSULTANT COORDINATION
- ENVIRONMENTAL
- PLANNING
- CIVIL ENGINEERING
- STRUCTURAL ENGINEERING
- LANDSCAPE ARCHITECTURE
- CONSTRUCTION SERVICES



LET'S DIVE IN, BUT FIRST...



JSD PROFESSIONAL SERVICES

161 Horizon Drive, Ste. 101
Verona, WI 53593

608.848.5060
JSDinc.com

Thank you for considering JSD Professional Services, Inc. (JSD) to provide professional consulting services for the referenced project. We are pleased to submit this proposal.

JSD is a multi-disciplinary firm providing comprehensive services in **land use planning and entitlements, surveying and specialized mapping, civil engineering, stormwater management, structural engineering, landscape architecture, project and construction management, and LEED certification**. JSD is a nationally recognized firm with seven interconnected offices throughout the nation, headquartered in Wisconsin.

The JSD Team prides itself in providing our clients with direct access to professional expertise, innovation, and quality. One of our core values is collaboration. Our team believes that facilitating a collaborative environment, that includes both our professional team and the Client, is essential in creating and effectively managing development projects in both the public and private sectors.

The following scope of services is provided for your review and consideration in selecting a consultant team for the referenced project. We are excited about the possibility of becoming part of your Project Team and thank you again for your time and consideration.

Please do not hesitate to contact us with any questions regarding our qualifications or otherwise.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kevin Yeska', written over a light blue horizontal line.

KEVIN YESKA

Project Consultant/Landscape Architect, PLA

c: Todd Buhr, JSD
Hans Justeson, JSD
Dave Jenkins, JSD

SCOPE OF WORK

Our understanding of the scope of work is based upon your Request for Proposal (RFP) as it relates to the proposed City of Neenah Police Training Center to be located at 2111 Marathon Avenue in Neenah, Wisconsin. We will provide survey and design services for the area referenced on **Exhibit A** (attached). JSD will provide professional surveying and engineering services for the proposed development. The following has been prepared to match the FGM Architects' Request for Proposal document dated April 28, 2022, also referenced as **Exhibit B**.

The scope of work for these items is described in the following tasks:

SURVEYING SERVICES -----

TASK 1.0S EXISTING CONDITIONS SURVEY & MAP

JSD will prepare an Existing Conditions Survey (the "Survey") of the subject property to be used for design purposes as delineated on Exhibit A (attached).

JSD will contact the local Public Works Department for available utility and street plans. We will also contact Diggers Hotline to coordinate the public utility marking.

DESIGN SERVICES -----

TASK 1.0 DESIGN DEVELOPMENT PHASE

Meetings

We anticipate **two (2) meetings** with the Owner/City staff and the Architect to complete the Design Development phase. Additional Design Development phase meetings attendance and/or project coordination services as requested by the Client will be considered an additional service subject to contract amendment.

Site Plan

We will refine the Owner/Architectural Site Plan, up to a maximum of three (3) times, to include the building footprint, sidewalks, pavement configuration, curb and gutter, parking summary table, utility pads, light pole, bollards, dumpster locations, fire lane location, ADA access, drive lanes, signage, striping, and dimensioning.

Grading and Drainage Plan

JSD will prepare a Grading and Drainage Plan designed in accordance with applicable local and state stormwater requirements. The Grading and Drainage Plan will include existing and proposed contours to a 1-foot interval, direction of flow arrows, and representative proposed spot grades to finished grade.

Erosion Control Plan

An Erosion Control Plan will be prepared showing design erosion and sedimentation control measures in accordance with Wisconsin Department of Natural Resources (WDNR)

Technical Standards. Existing and proposed contours will be depicted indicating surface elevation (1-foot interval).

Utility Plan

JSD will prepare a Utility Plan, which will include existing utilities and the size and location of proposed sanitary sewer, water services, and storm sewer systems for cost estimating purposes and review by the Municipality. Sanitary and water service sizing will be provided by the plumbing/fire suppression contractor.

Details and Notes

General specification notes for earthwork, asphaltic concrete paving and site utilities will be included on the Detail and Notes Sheet along with applicable construction details.

Specifications

JSD will provide specifications for the scope of work outlined within this proposal. Specifications will be developed based upon the format as provided by the Architect/Owner. This proposal includes technical specifications for plan drawings and does not include coordination of any front-end or project manual specifications.

Stormwater Management Plan (SWMP)

JSD will provide a Stormwater Management Plan (SWMP) in accordance with municipal and state DNR requirements.

Stormwater management facilities may include, but are not limited to, inlets, inlet filters, conveyance systems, ponds, bioretention basins, and rain gardens. The SWMP will include the Grading and Erosion Control Plan, Utility Plan, Details, supporting calculations, figures and exhibits, and soils information to demonstrate the design meets applicable stormwater requirements.

Opinion of Probable Construction Cost

JSD will provide an Opinion of Probable Construction Costs (OPCC) for the overall project and break-outs of quantities for all items of work anticipated as part of the construction. The quantity take-off will be provided for informational purpose only. It will be the bidder's responsibility to account for their own quantity take-offs and associated costs. This will also serve as the "Engineer's Estimate," for inclusion in the financial security, as part of the Developer's Agreement.

Design Development Phase Deliverables:

- Design Development drawings:
 - Site Plan - Dimensioned
 - Site Plan - Annotated
 - Grading and Erosion Control Plan
 - Utility Plan
 - Construction Details
- Stormwater Management Plan

- Preliminary Specifications
- Civil Improvements Cost Estimate

TASK 2.0 CONSTRUCTION DOCUMENTS PHASE

JSD will prepare Construction Drawings and Technical Specifications for bidding by the Architect. The following construction drawings will be provided to the Architect:

- Site Plan - Dimensioned
- Site Plan - Annotated
- Grading and Erosion Control Plan
- Utility Plan
- Construction Details

Following review by the Municipality, JSD will work to address appropriate comments via one (1) resubmittal. Additional submittals due to changes requested after the above resubmittal will be considered an additional services and subject to contract amendment.

Permits

The following permit applications shall be prepared and submitted on your behalf as part of this task:

- City of Neenah Erosion Control and Stormwater Management Permit Application
- Department of Safety and Professional Services (DSPS) Plumbing Review
 - Sanitary sewer lateral
 - Water service lateral
 - On-Site Storm Sewer System
- WDNR Water Resources Application for Project Permits - Notice of Intent (NOI)
 - Anticipated site disturbance > 1 acre

Permit fees shall be provided by the Owner/Architect to JSD at the time of the submittal.

Design Meetings

We anticipate **two (2) meetings** with the Owner/Architect to complete the Construction Documents phase. Additional Construction Drawing phase meetings and/or project coordination services as requested by the Client will be considered an additional service subject to change order.

Construction Document Phase Deliverables:

- Construction Drawings:
 - Cover Sheet
 - Site Plan - Dimensioned
 - Site Plan - Annotated
 - Grading and Erosion Control Plan

- Utility Plan
- Construction Details
- Stormwater Management Plan
- Permit Application Submittals
- Specifications

CONSTRUCTION SERVICES -----

TASK 3.0 BIDDING ASSISTANCE

JSD will provide bidding or negotiation assistance for the following as it relates to site/civil work items:

- Answer bidder's questions
- Addenda documents as required

Additional assistance will be provided on a time and materials basis in accordance with JSD's current Standard Rate Schedule (attached).

TASK 4.0 CONSTRUCTION ADMINISTRATION & OBSERVATION

JSD will provide limited construction administration. We will coordinate with the Client and appropriate project team members including the Client's designated representative, the General Contractor and Architect on an as-needed basis as required/requested. These services will include, but are not limited to, the following:

- Review of testing reports and contractor submittals
- Shop drawing reviews
- Providing RFI clarifications
- *Appropriate Construction Bulletins at the direction of the Project Manager

*Construction Bulletins may be subject to contract amendment if the requested redesign was not in part due to design errors/omissions by JSD.

JSD will perform a maximum of three (3) construction site visits including one (1) general construction visit, one (1) punch list visit and one (1) punch list review meeting. Each site visit will include a field review and preparation of a Site Observation Report (SOR) with associated photographs. Any additional meetings and/or design required during construction due to failure by the contractor or unforeseen conditions will be performed as an extra on a time and material basis.

GENERAL PROJECT UNDERSTANDING

SURVEYING SERVICES

1. The Client will provide a copy of current title report for the property.
2. The Survey will include the boundary of the property and will include utilities, the adjacent roadway, surficial features, ground elevations, and significant trees for the area referenced on Exhibit A.
3. Contouring will be at 1-foot contour intervals.
4. The Horizontal datum will be referenced to the Wisconsin County Coordinate System and the North American Vertical Datum - 1988 (NAVD-88).
5. Upon completion of the Survey, a copy of the survey map will be filed at the County Surveyor's office in compliance with Wisconsin Administrative Code 59.45.
6. Drawings will be prepared in AutoCAD format.
7. JSD is not responsible for the discovery of anything that is not directly observable while performing the survey.
8. The deliverable mapping will be plotted at a convenient scale and sheet size or at a scale and sheet size of the Client's choosing. JSD will provide a hard copy and a digital file (AutoCAD) for your use.

CIVIL DESIGN SERVICES

1. JSD understands that the Architect and/or Client will be the lead for the overall submittal package(s) to the Municipality. JSD will assist the team by preparing materials for one (1) Site Plan Submittal for review. JSD will rely on the Architect and/or Client complete the submittal application(s), draft a narrative/letter of intent, and print/deliver all required hardcopies for each submittal listed above. We have accounted for one resubmittal for each to address municipal comments and feedback. Additional resubmittals due to site and/or building changes will be considered an additional service and subject to contract amendment.
2. Public meeting attendance and/or requests by the Client to produce presentation graphics outside of the design materials outlined will be provided on a time and materials basis.
3. The Client is responsible to notify JSD by email for all plan revisions. Plan revisions and modifications that would alter the building(s), site configuration, and functionality, utilities, paving, stormwater management facilities, or requirements, or other matters that are referred to within the above scope of services must be provided. Plan modifications and revisions not provided in a timely manner may result in additional costs due to, but not limited to, redesign, additional municipal/reviewing agency submittals and approval processes and re-issuance of plans. These additional costs will be provided at a time and materials basis through a pre-approved contract amendment.
4. JSD shall be held harmless and does not warrant any deviations by the Client/Architect from the approved construction plans that may result in disciplinary actions by any or all regulatory agencies.

5. This proposal assumes use of a design-bid-build delivery method. Design-build delivery impacts civil design process as scoped and would require modification of this contract.
6. Changes to project phasing will require a re-evaluation of this proposal.
7. Drawings will be prepared in AutoCAD format and in conformance to the approved plan format of the Municipality.
8. JSD assumes adequately sized sanitary sewer, storm sewer, and water main are available to and adjacent to the site.
9. Client/Contractor will be responsible for obtaining all necessary permits for site work and utility connections other than those listed in the scope of work.
10. General specification notes for utilities will be included on the Detail and Notes Sheet along with applicable construction details. Specifications will be referenced to the "Standard Specifications for Sewer and Water Construction in Wisconsin" and the City of Neenah's "Standard Specifications".
11. While JSD attempts to provide a cost-effective approach to balance earthwork, grading design is based upon many factors, including safety, aesthetics, and common engineering standard of care. Therefore, no guarantee can be made for a balanced site.
12. Engineering design is based upon favorable sub-surface conditions. JSD assumes the project geotechnical consultant will provide soil profile descriptions in accordance with the descriptive procedures, terminology, and interpretations found in the Field Book for Describing and Sampling Soils, USDA, NRCS, 1998 as well as the hydraulic application rate for each sampling location in order to design infiltration practices to meet applicable municipal or exempt the site from infiltration requirements, county, and state requirements. We also assume that the existing bedrock is not directly (1-3 feet) below the surface. JSD recommends that a sub-surface investigation be performed which includes a Wisconsin Department of Safety and Professional Services Soil Evaluation – Storm (SBD-10793) Form.
13. The Client/Architect shall provide the following information prior to our municipal submittal design efforts:
 - a. Hydrant and fire lane locations based upon building code and fire protection requirements.
 - b. Building plans showing the building footprint and location of the utility room(s), the roof layout, and plumbing plans. The roof layout and plumbing plans shall clearly indicate drainage areas and the roof's drainage system, respectively. This information is pertinent to the design of the site's stormwater conveyance system and required stormwater management features.
14. JSD takes no responsibility for any underground structures or buried materials such as foundations, wells, septic, holding tanks, utilities, hazardous materials, or any other items existing on the property.
15. The Client will provide safe and legal access to the property as required for JSD to properly complete its work.

16. Utility locations are based upon multiple sources of information, are shown for informational purposes only and are not guaranteed to be accurate or all-inclusive.
17. This proposal does not include the following:
 - a. Preparation of contract front-end documents
 - b. Land Division (CSM)
 - c. Geotechnical coordination and/or survey layout services
 - d. Review or incorporation of LEED design and accreditation
 - e. Demolition/abandonment or relocation for electrical, communications, gas, and/or other private utilities
 - f. Design services within the public right-of-way
 - g. Landscape design services
 - h. Design of off-site public utility and street extensions
 - i. Wetland Delineation and/or Fill Permit
 - j. Permit application preparation other than those outlined in the scope of work, specifically design and permitting for grease interceptor systems
 - k. Application and permit fees. Permit fees will be provided by the Client prior to submittal of applications. Note: JSD is required to pay DSPS and WDNR NOI application fees at the time of submittal. This cost will be submitted to the Client as a direct reimbursable expense. No mark-up will be added.
 - l. Photometric design or plan coordination
 - m. Conceptual or detailed design of the proposed rooftop patio. JSD will work to specify softscape plantings only
 - n. Structural design for retaining walls
 - o. Construction staking services
 - p. Public/private utility record drawings.
 - q. Any services beyond those specifically discussed herein.

STORMWATER MANAGEMENT PLAN

1. We do not anticipate any off-site stormwater analysis or regional detention modeling. Any additional off-site stormwater analysis and/or modeling requested by regulatory agencies or the facility owner will be considered out of scope.
2. Underground stormwater storage design, if deemed necessary, is not included within our fee.

CONSTRUCTION SERVICES

1. Construction observation is not intended to be an exhaustive check or detailed inspection of the Contractor's work but rather to allow JSD, as experienced professionals, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract/Construction Documents. Based upon this general observation, JSD will inform the Client about the progress of the work.
2. JSD will not supervise, direct, or have control over any contractors' work, nor shall JSD have any responsibility for the construction means, methods, techniques, sequences, or procedures selected

or performed by the Contractor or for the Contractor's safety procedures or programs in connection with the work. These responsibilities are solely by the Contractor in accordance with the Contract Documents.

- JSD shall not be responsible for any Acts of Omissions by the Contractor, Subcontractor, any entity performing any portions of the work, or any of their agents, employees, or agencies. JSD does not guarantee the performance by the Contractor and shall not be responsible for the Contractor's failure to perform work in accordance with Contract Documents or any applicable laws, codes, rules, or regulations.

COSTS

Based upon our understanding of the scope of work and the above-described tasks, we will perform the professional services for a lump sum fee, unless denoted as time and materials, estimated as follows:

SURVEYING SERVICES

| | |
|----------------------------------------------|--------------------|
| Task 1.0S: Existing Conditions Survey | \$ 4,750.00 |
|----------------------------------------------|--------------------|

DESIGN SERVICES

| | |
|-----------------------------------------------|--------------------|
| Task 1.0: Design Development Phase | \$ 5,500.00 |
| Task 2.0: Construction Documents Phase | \$ 7,500.00 |

CONSTRUCTION SERVICES

| | |
|----------------------------------------------------------------|--------------------|
| Task 3.0: Bidding Assistance | \$ 500.00 |
| Task 4.0: Construction Administration & Observation | \$ 3,000.00 |

This cost estimate was developed based upon our understanding of the project as described in this proposal. Changes in the scope of work, performance time, changes to layout or land use, or unanticipated site conditions may require a modification of this amount. Revisions requested due to changes, including, but not limited to, site layout, building, or plumbing after design has commenced, are considered extra services. After submittal to the Municipality, JSD will provide revisions based on review comments by the Municipality pertaining to technical discrepancies only. Any revisions requested due to review comments not relating to technical discrepancies are considered extra services. JSD cannot guarantee approval by any reviewing agency. Adjustments to the fee for extra services will be via Contract Amendment on a time and materials basis. All Contract Amendments and any increase in costs or fees over the amounts set forth above must be pre-approved by the Client in writing.

AUTHORIZATION

If selected, JSD will revise and issue the following proposal directly to the City of Neenah for formal contract negotiations and authorizations. We will furnish the appropriate Certificate of Insurance to the City prior to beginning any work.

EXHIBIT A



EXHIBIT B

FGMARCHITECTS

April 28, 2022

Project: City of Neenah Police Training Center
2111 Marathon Ave., Neenah, WI
FGM Job #22-3336.01

Re: Request for Proposal for Geotechnical Services

On behalf of the City of Neenah, we are requesting a fee proposal for geotechnical services of the proposed Police Training Center Addition. The proposed building addition will be approximately 15,500 square feet in size and will be a one-story structure. The site includes expanded staff parking and outdoor storage. Please see the attached conceptual floor plan and site plan for reference.

The project site is located at 2111 Marathon Ave, Neenah, Wisconsin. The total construction budget, including contingencies, is anticipated to be approximately \$4,500,000.00.

Anticipated Project Schedule:

| | |
|------------------------|-------------------------------|
| Schematic Design | Completed April 2022 |
| Design Development | May 2022 – June 2022 |
| Construction Documents | July 2022 – September 2022 |
| Bidding & Negotiations | September 2022 |
| Construction | October 2022 – September 2023 |

The City of Neenah intends to quickly move forward with this project. The City intends to contract directly with the consultant, having the architect coordinate the work with the other consultants. The site-civil consultant shall include all necessary work to complete the scope outlined below. In addition, please provide a fee for any survey work necessary to complete this project.

Your proposal should include full design and engineering services as appropriate to the phase of the project, including preparation of project drawings and specifications. Include attendance at up to three (3) project coordination meetings to be held at our office or via zoom. FGM Architects will be using Autodesk Revit Building 2021 as the production software for this project. AutoCAD is an acceptable software platform for the Civil team to use.

Your fee for construction administration should include one (1) site visits and one (1) substantial completion (punch-list) walk-through, and one (1) for final punch-list review. Additional site visits as may be required during construction shall be billed separately at your firm's standard hourly rates.

WE BUILD COMMUNITY

FGM Architects Inc. | An Employee-Owned Firm

Chicago • St. Louis • Austin • Milwaukee

Basic services shall include, but not be limited to the following items:

- Design
- Attendance at all required meetings
- Calculations
- Drawings (signed and sealed)
- Specifications (signed and sealed)
- Bid analysis (as necessary)
- Assistance in acquiring all necessary permits
- Answering contractor's questions
- A minimum of three construction visits (one during construction, one for Punch List, and one for Final Punch List Review)
- Checking Shop Drawings
- Punch List

Services for each phase are to be as outlined below:

Design Development Phase

- Engineer shall meet with Architect to kick off project and discuss project scope.
- Engineer shall provide preliminary input into site work and discuss with Architect and Owner as required.
- Engineer shall consult with governing authorities as required.
- Engineer shall assist with cost estimating as required.
- Engineer shall provide description of systems recommended for use in the project.
- Engineer shall meet with Architect to confirm scope prior to developing DD documents.
- Engineer shall prepare from approved schematic design documents drawings, and outline specifications for the project. Progress printing at the following intervals shall be required: Design Development 50% and 100%.
- Engineer shall consult with governing authorities as required.
- Engineer shall coordinate his work with the entire project team, including other consultants.
- Engineer shall provide studies of alternative systems and discuss with Architect and Owner as required.
- Engineer shall assist with cost estimating as required.
- Engineer shall allow for three updates to the site design during this phase.
- Minimum deliverables shall include:
 - Preliminary geometric site plan
 - Preliminary grading plan
 - Preliminary site utility plan
 - Detention calculations

Construction Document Phase

- Engineer shall prepare from approved design development, documents, drawings, and specifications (as required in basic services) for the project. Progress printing at the following intervals shall be required: Construction Documents 50%, 95% and 100%.
- Drawings and specifications shall be prepared to format as required by Architect.
- Engineer shall attend any meetings with Architect and/or Owner, as required.
- Engineer shall consult with governing authorities as required.
- Calculations shall be submitted to Architect as required.

FGMARCHITECTS

- Engineer shall assist with cost estimating as required.
- Engineer shall allow for one update to the site plan at the beginning of this phase.
- Minimum deliverables shall include:
 - Cover Sheet
 - Geometric site plan
 - Grading plan
 - Site utility plan
 - Detention calculations
 - Sections/Details
 - Permit Application Submittals

Bidding or Negotiation Phase

- Assist Architect with items including, but not limited to answering contractor's questions, preparing addenda, etc.

Construction Phase

- Engineer shall assist in obtaining all necessary permits from all governing agencies with jurisdictional authority.
- Engineer shall answer all contractors' questions.
- Engineer shall check all shop drawings.
- Engineer shall provide construction site visits when applicable.
- Engineer shall punch list his/her work.
- Engineer shall provide final punch list review of their work.

Project Close-Out Phase

- Engineer shall review closeout documents for the project.

GENERAL REQUIREMENTS:

The City of Neenah will contract directly with the consultant for this scope of work. FGM Architects will coordinate the consultants work with the overall project.

City of Neenah will not pay reimbursable expenses for the following:

- CADD/REVIT plotting.
- Progress printing required by Engineer.
- Travel Expenses.
- Revisions to documents required by permit review or for errors in documents.
- Photographs required by Engineer.
- Any miscellaneous work necessary for Engineer to complete work required.

It is understood that it will be the Engineer's responsibility to correct or solve problems or errors in the work as required.

ADDITIONAL SERVICES:

- Engineer shall state hourly rates for engineering work.
- Engineer shall state hourly rates for additional engineering site visit.

PAYMENT:

Payments for reimbursable expenses shall be actual cost of reimbursable expense. Invoice of reimbursable expense shall be required.

Payment request shall be made in Architect's standard format.

INSURANCE:

Engineer shall submit a copy of certificate of insurance to City prior to beginning work.

ENGINEER'S PROPOSAL:

Proposals shall include all requirements contained within this RFP. This RFP is required to be referenced and attached to Engineer's proposal.

ATTACHMENTS:

Proposed Site Plan
Proposed Floor Plan

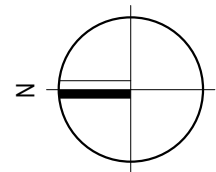
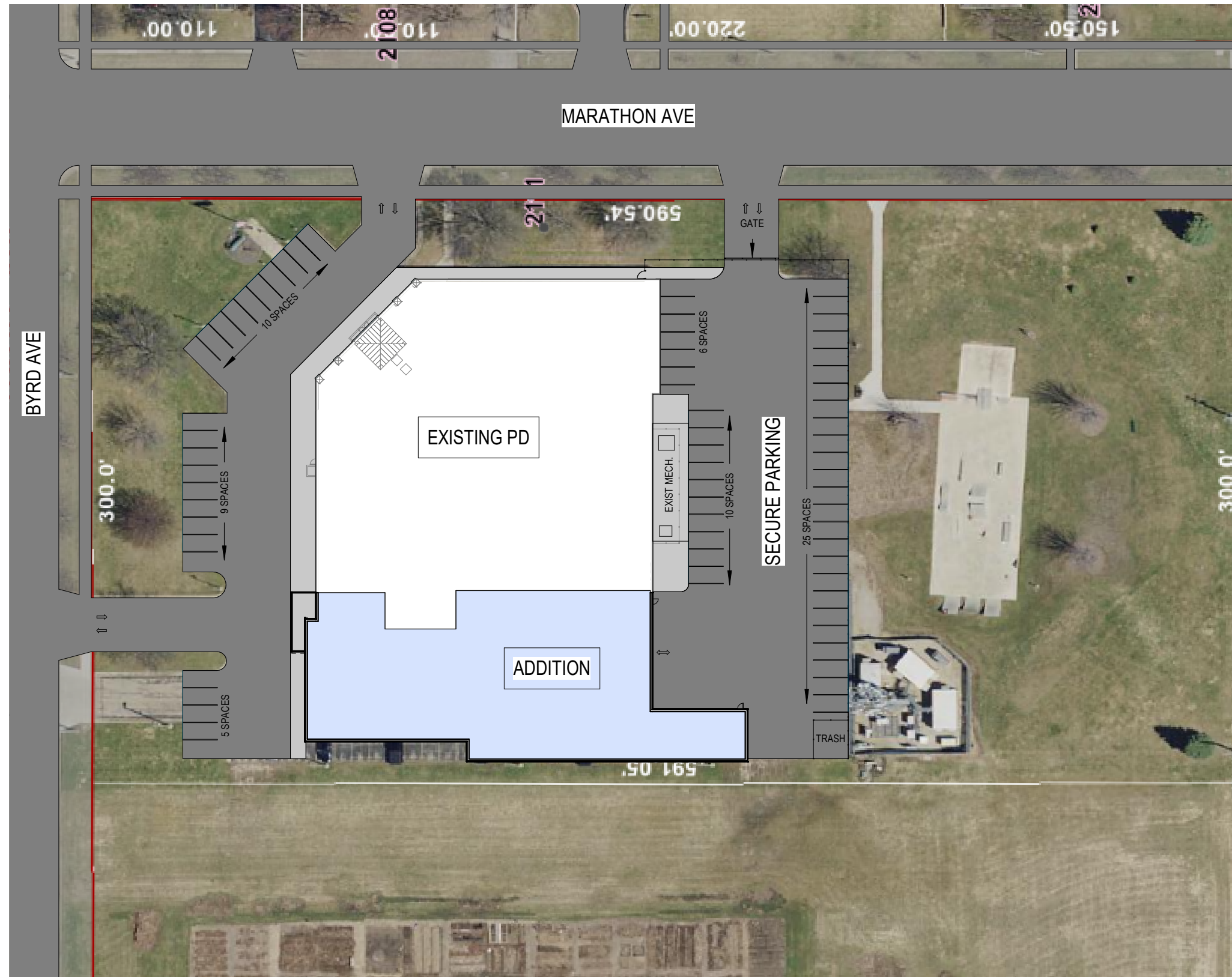
Please submit your proposal by May 4, 2022. Contact us if you have any questions.

Sincerely,

Andrew Mayo, AIA
Senior Associate

NEENAH POLICE TRAINING CENTER

2111 MARATHON AVE, NEENAH, WI 54956



SCALE 1"=60'

SITE

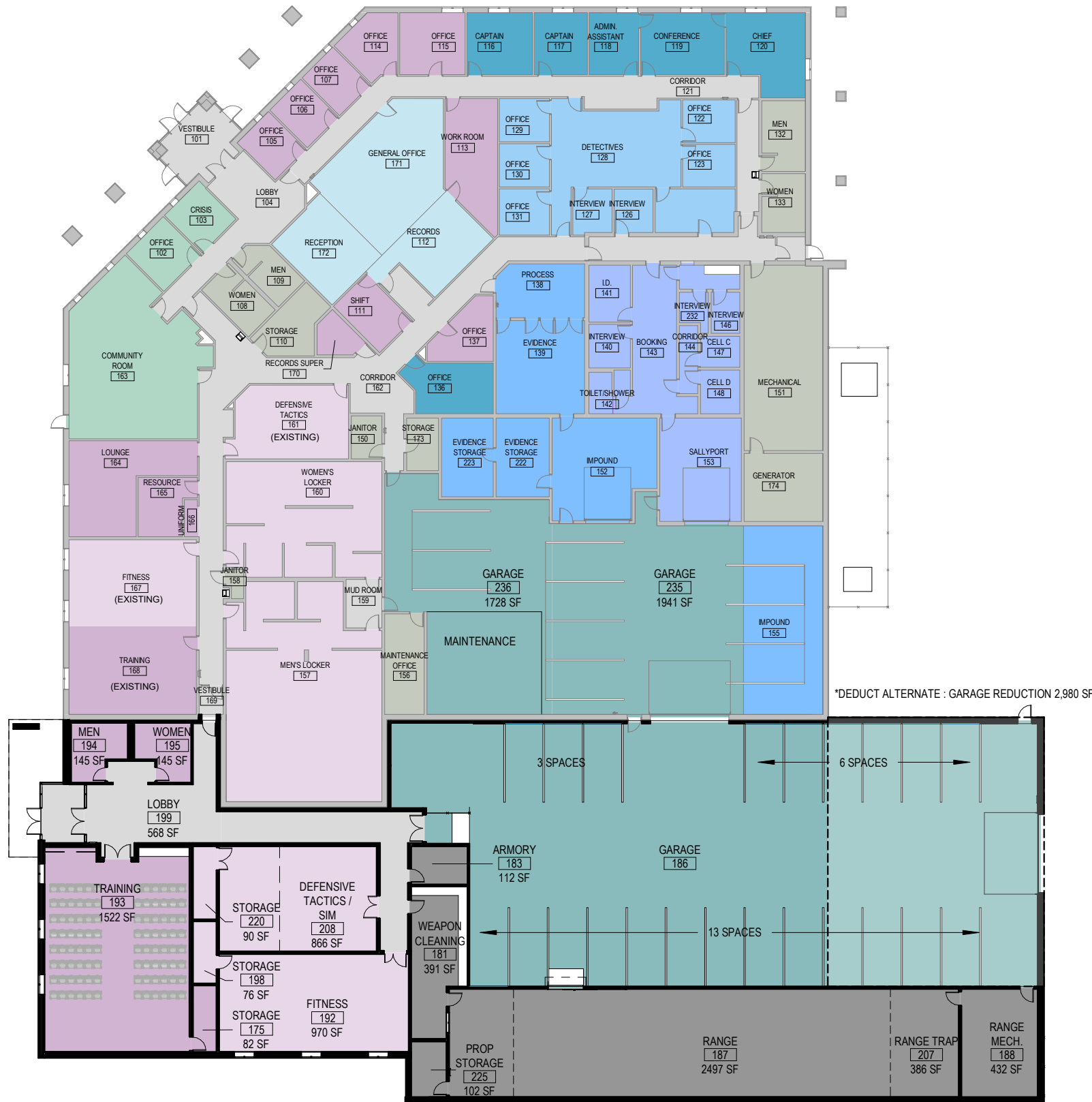
NEENAH POLICE DEPARTMENT
Job No. 22-3336.01

Published 03/28/22
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NEENAH POLICE TRAINING CENTER

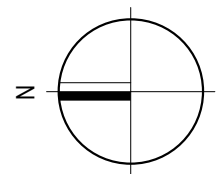
2111 MARATHON AVE, NEENAH, WI 54956



DEPARTMENT

| | | | |
|--|------------------|--|-----------------------------------|
| | BUILDING SUPPORT | | LOCKERS/FITNESS/DEFENSIVE TACTICS |
| | CIRCULATION | | PUBLIC |
| | COMMAND | | RANGE |
| | DETECTIVES | | RECORDS/RECEPTION |
| | DETENTION | | STAFF SUPPORT |
| | EVIDENCE | | |
| | GARAGE | | |

| | |
|-----------------------|------------------|
| FINISHED SPACE | 5,650 SF |
| GARAGE | 8,560 SF |
| RANGE | 4,340 SF |
| TOTAL ADDITION | 18,550 SF |



SCALE 1"=30'

ADDITION



Standard Rate Schedule For the Year 2022

Personnel Rate

| <u>Staff Category</u> | <u>Hourly Rate</u> |
|-----------------------------------|--------------------|
| Principal | \$225.00 |
| Senior Structural Engineer | \$175.00 |
| Structural Engineer | \$140.00 |
| Structural Engineering Technician | \$90.00 |
| Senior Project Consultant | \$185.00 |
| Project Consultant | \$165.00 |
| Senior Project Engineer | \$165.00 |
| Project Engineer | \$150.00 |
| Construction Project Engineer | \$145.00 |
| Senior Staff Engineer | \$140.00 |
| Staff Engineer | \$130.00 |
| Engineering Technician | \$85.00 |
| Senior Planner | \$150.00 |
| Staff Planner | \$125.00 |
| Senior Landscape Architect | \$150.00 |
| Landscape Architect | \$135.00 |
| Senior Landscape Designer | \$125.00 |
| Landscape Designer | \$110.00 |
| Project Surveyor | \$125.00 |
| Survey Crew Chief | \$95.00 |
| Survey Technician | \$75.00 |
| Office Support | \$70.00 |

Survey Equipment Charges

| <u>Description</u> | <u>Rate</u> |
|-----------------------|--------------|
| Vehicle Mileage | \$0.585/mile |
| Robotic Total Station | \$400.00/day |
| GPS | \$300.00/day |
| V10 – Imaging Rover | \$200.00/day |
| DJI M600 Drone | \$400.00/day |
| Company Boat | \$150.00/day |
| Company 4-wheeler | \$150.00/day |

Expenses

Direct expenses incurred on the client's behalf are charged at our cost plus 10%. Such items include, but are not limited to, equipment rental, printing and reproduction, travel charges and any fees unique to the project. Professional subconsultant fees are charged at our cost plus 10%.

Effective to 12-31-2022



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

M E M O R A N D U M

DATE: September 9, 2022
TO: Mayor Lang and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
Engineer Heath Kummerow
RE: Harrison Pond – Agreement for Cost Reimbursement with Galloway Company

In March 2022, staff presented an agreement for cost reimbursement between the City and Galloway Company for their participation in the development of the Harrison Street Pond. Subsequent to the Committee recommending its approval to Council, staff received note of several requested revisions from Galloway Company, so a final agreement was not presented to Council. We have since clarified the revisions requested by Galloway Company and are in agreement. In short, the agreement recognizes Galloway's use of the pond for their discharge water satisfying their WDNR permit in exchange for their reimbursing the City for the purchase of the property at 502 Monroe Street.

Staff recommends that Council approve the entering into an agreement for cost reimbursement with Galloway Company on the Harrison Street pond.

Agreement for Cost Reimbursement

Between

City of Neenah

and

Galloway Company

This Agreement entered into on the ___ day of _____, 2022 by and between the City of Neenah, a Wisconsin municipal corporation with offices at 211 Walnut Street, Neenah, WI 54956 (the "City"), and Galloway Company, a Wisconsin corporation with offices at 601 S Commercial Street, Neenah, WI 54956 (Galloway).

WITNESSETH

WHEREAS, Galloway Company operates a facility at 601 S Commercial Street in the City of Neenah; and,

WHEREAS, part of their day to day operations Galloway Company entails sending water from their facility to the Neenah Slough; and,

WHEREAS, the water that comes from Galloway Company has occasionally been determined to be too warm to be placed directly into the Neenah Slough, thus requiring additional action prior to discharge into the slough; and,

WHEREAS, the City of Neenah intends to build a retention pond at 716 Harrison Street, Neenah, which will provide the necessary cooling of Galloway's water;

WHEREAS, the Galloway Company, recognizing the value of the proposed retention pond, has offered to assist the City with construction of the pond, specifically reimbursing those costs associated with property assembly and environmental remediation and mitigation;

NOW THEREFORE, in consideration of the above recitals, which are contractual, and the mutual promises contained herein, the parties agree to the following terms and conditions:

1. The City agrees to allow Galloway Company the ability to discharge water from their facility at 601 S Commercial Street into the City's retention pond to be located at 716 Harrison Street for the purposes of cooling the water to an allowable temperature.
2. Galloway Company agrees to reimburse the City a maximum of One Hundred Forty-Seven Thousand dollars (\$147,000.00) to offset costs associated with property assemblage and environmental mitigation and remediation.

3. Galloway and the City agree that once Galloway delivers water that meets all of the requirements of WPDES Permit No. WI-0027553-09-0 to the City storm sewer system, the City will take ownership of the water and Galloway will have no further responsibilities relative to the accepted water.
4. This Agreement may be modified in writing only by mutual consent of authorized officials from the City and Galloway Company.
5. This Agreement shall become effective upon signature by the authorized officials from the City and Galloway Company and will remain in effect into perpetuity until modified or terminated by the parties by the mutual consent of both parties.

IN WITNESS WHEREOF, the parties hereto accept the terms of this Agreement as of the _____ day of _____, 2022.

CITY OF NEENAH

GALLOWAY COMPANY

By: _____
Mayor Jane Lang

By: _____

Title: _____

Attest: _____
City Clerk



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: September 9, 2022
TO: Mayor Lang and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: Revocable Occupancy Permit – 157 N. Park Avenue

A contractor working for the owner of 157 N. Park Avenue contacted the City about installing a sump pump discharge line from the house to Lake Winnebago. Since this privately –owned discharge line would cross through the Lake Shore Avenue right-of-way, a revocable occupancy permit is appropriate. This property also has an irrigation line along the north side of the property so that is also included in the permit.

Staff recommends Council approve the Revocable Occupancy Permit to Lynn and Kyle Tanger, 157 N. Park Avenue, for a sump pump line and irrigation system facilities located within the Lake Shore Avenue right-of-way.



**REVOCABLE
OCCUPANCY PERMIT**

RE6035 90 Ch. 84 Wis. Stats.

Document No.

Exempt from fees: s 77.25(2r)

| |
|--------------------------------------------------------------------------------------------------------------------|
| Occupant Name and Address: Lynn and Kyle Tanger 157 N. Park Avenue Neenah, WI 54956 80100090000 |
| Agency Name and Address: City of Neenah 211 Walnut Street Neenah, WI 54956 |
| Highway: Lake Shore Avenue |
| County: Winnebago |
| City: Neenah |

This space reserved for recording data.

Return to: City Attorney David Rashid
Neenah City Administration Building
P.O. Box 426
Neenah, WI 54957

Encroachment Location: Those portions of Lake Shore Avenue described as being part of the Southwest ¼ of the Northwest ¼ of Section 26, Township 20 North, Range 17 East, being part of the right-of-way for Lake Shore Avenue, City of Neenah, Winnebago County, Wisconsin, contained in the following:

Area 1: That portion of Lake Shore Avenue right-of-way bounded by the following:
Lying south of the extended north line of Lot 7, Block B, Lakeview Addition to Neenah, City of Neenah, Winnebago County, Wisconsin;
Lying north of a line ten (10) feet south of and parallel to the extended north line of said Lot 7;
Lying east of the east line of said Lot 7;
Lying west of the shore of Lake Winnebago.

Area 2: That portion of Lake Shore Avenue right-of-way bounded by the following:
Lying south of a line fifty (50) feet south of and parallel to the extended north line of said Lot 7;
Lying north of a line sixty (60) feet south of and parallel to the extended north line of said Lot 7;
Lying east of the east line of said Lot 7;
Lying west of the shore of Lake Winnebago.

Encroachment Descriptions:

Area 1: Irrigation system components. Area contains an intake pipe from Lake Winnebago, an irrigation system pumphouse, an irrigation pipe to serve 157 N. Park Avenue, and electrical conduit and wiring. Said piping is located at a depth of approximately one (1) foot.

Area 2: Sump pump discharge line running from the house to Lake Winnebago.

The use and occupancy of Highway right of way under this permit is conditioned upon the Occupant's compliance with these provisions:

1. This permit only authorizes the described encroachment within the Highway right-of-way.
2. In the event that the Agency deems it necessary to revoke this permit on the basis of a need to accommodate highway or utility needs, the Agency reserves the right to give notice regarding the removal of the described encroachment. The Agency may terminate this permit upon sixty (60) days written notice to the Occupant. The Occupant shall remove the described encroachment maintained under this permit within the time specified in the notice.
3. Occupant is responsible for all maintenance of the encroachment.
4. Occupant is responsible for the repair of any damage to the encroachment.
5. Issuance of this permit shall not be construed as a waiver of the Occupant's obligation to comply with any more restrictive requirements imposed by local ordinance.
6. Traffic control required for installation or repair of the encroachment shall be done in compliance with the Federal Highway Administration's Manual on Uniform Traffic Control Devices.



M E M O R A N D U M

DATE: September 8, 2022
TO: Mayor Lang and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: Public Works General Activity

- 1) Contract 7-21 (Harrison Pond): Pond excavation is complete. The retaining wall is in place. The northerly two-thirds of the wall is stained.
- 2) Contract 8-21 (Jewelers Park Drive Trail): Work is complete. A final pay request is being prepared.
- 3) Contract 2-22 (Utility and Street Construction on Grove and Dieckhoff): The mainline street paving is complete. Work on driveway and sidewalk replacement will start the week of 9/12.
- 4) Contract 3-22 (Street Construction in Fredrick Drive area, Fresh Air Pk, Southview Pk): Work on Fresh Air Park, Shootingstar/Armstrong and the Southview Park basketball court is complete. Concrete repairs in the Fredrick Drive area are ongoing with work mainly remaining on Primrose. Excavation and backfill of soft soil areas is complete. Fine grading on project streets is scheduled to start the week of September 12. Paving will follow that.
- 5) Contract 4-22 (S. Commercial Utility Construction): There are some small pieces of asphalt paving still left to do.
- 6) Contract 6-22 (Epoxy Pavement Marking): Some spot markings will be done this year. The remainder of the work identified for 2022 will be rolled into 2023 work.
- 7) Contract 7-22 (Winneconne Ave Overpass Repairs): Repairs to the south column are complete. Work on repairs to the westbound lanes of the bridge deck started on 9/6. The repair areas identified were more extensive than projected during project development.
- 8) Contract 8-22 (Miscellaneous Asphalt Repairs): This contract was awarded to Northeast Asphalt. Work has not been scheduled but typically takes place in October.
- 9) Contract 11-22A (Lead service line replacement – Zemlock/Reddin): The contract was awarded to Donald Hietpas & Sons Construction. A schedule has not been set.
- 10) Contract 11-22B (Lead service line replacement – Hunt/Madison/Nicolet): The contract was awarded to Carl Bowers & Sons Construction. A schedule has not been set.
- 11) City Hall: The water heater failed on 9/6. A replacement is being arranged.
- 12) Transit Center Study: Staff met with Valley Transit staff, ECWRPC staff and their consultant regarding the location study for the transit center. We were informed that the study scope has expanded as the issue has been evaluated in order to gather additional information to feed into the analysis of possible site locations. The City is not being charged for this study.