



City of Neenah
COMMON COUNCIL AGENDA
Wednesday, February 21, 2024 at 7:00 PM
Neenah City Hall – 211 Walnut Street
Council Chambers

- I. Roll Call and Pledge of Allegiance
- II. Introduction and Confirmation of Mayor's Appointment(s)
 - A. Appoint Holly Folyer to Sustainable Neenah Committee for a three-year term ending December 2026. **(UC)**
 - B. Swearing in
- III. Approval of Council Proceedings
 - A. Approval of the Council Minutes and Proceedings of February 7, 2024 regular session. **(UC)**
- IV. Public Forum
 - A. Speakers should give their name and residential address (not mailing address) and are allowed five minutes to speak on any topic.
- V. Mayor/Council consideration of public forum issues
- VI. Consent Agenda
 - A. None.
- VII. Reports of standing committees
 - A. Regular Public Services and Safety Committee meeting of February 13, 2024: (Chairperson Lendrum/Vice Chairperson Hillstrom) (Minutes can be found on the City web site)
 1. Committee recommends Council approve Final Resolution 2024-01: Installation of sanitary sewer laterals and water services for properties serviced on the following streets: Bayview Road, Belmont Avenue, Belmont Court, Cedar Street, E. Doty Avenue, North Street, Quarry Lane, Stevens Street, and S. Park Avenue. **(RollCall-Pro)**
 2. Committee recommends Council approve the purchase of 28x Meridian Archer 1200 barriers, two Meridian Drop Down Trailers and miscellaneous accessories at the cost of \$245,860.09 from the 2024 Capital Improvement Plan Funds. **(RollCall-Pro)**
 3. Committee recommends Council approve the creation of the Houses Into Homes program as recommended by the Department of Community Development and funded with proceeds from the affordable housing tax incremental district one year extension. **(RollCall-Pro)**
 4. Committee recommends Council approve Westwood Professional Services to perform a redesign of the storm sewer for the S. Commercial Street reconstruction project for an amount not to exceed \$10,560.00, which shall be funded with the S. Commercial Street design dollars. **(RollCall-Pro)**

5. Committee recommends Council approve Contract Amendment 1 for design and construction administration services on the Neenah Creek Bridge with GRAEFUSA, Inc., in the amount of \$31,600.00. **(RollCall-Pro)**
 6. Committee recommends Council approve the contract with Westwood Professional Services for design services on the Douglas Pond at a cost of \$45,300.00. **(RollCall-Pro)**
- B. Regular Finance and Personnel Committee meeting of February 12, 2024: (Chairperson Erickson/Vice Chairperson Skyrms) (Minutes can be found on the City web site)
1. Committee recommends Council approve Tax Incremental District #12 Development Agreement Development Agreement with Bridgewood Holdings of Neenah, LLC to assist with the construction of 40 new guest rooms and ancillary improvements to the Bridgewood Resort Hotel and Conference Center at 1000 Cameron Way. **(RollCall-Pro)**
 2. Committee recommends Council approve an interest rate of 5% for 2024 special assessments paid in installments. **(RollCall-Pro)**
- VIII. Reports of special committees and liaisons and various special projects committees
- A. Regular Plan Commission meeting of February 13, 2024: (Council Rep Steiner) (Minutes can be found on the City web site)
1. No report.
- B. Board of Public Works meeting of February 13, 2024: (Vice Chairperson Hillstrom) (Minutes can be found on the City web site)
1. Information Only Items:
 - a) The Board approved Pay Request No.2, Contract 7-23, Sanitary & Storm Sewer, Water Main, and Street Construction, on High Street and River Street, to Carl Bowers & Sons Construction Co., Inc., in the amount of \$98,095.33.
 - b) The Board approved Pay Request No. 2, Contract 2-23W West Side Booster Station Building Construction, to RJM construction, LLC., in the amount of \$12,622.65.
 2. Council Action Items:
 - a) The Board recommends Council approve award contact 1-24, Sanitary Sewer & Laterals, Storm Sewer, Water Main & Services and Street Construction on Belmont Avenue, Belmont Court, Cedar Street, and Stevens Street, using the concrete pavement alternative, to David Tenor Corporation in the amount of \$3,295,454.70. **(RollCall-Pro)**
- C. Reports on neighborhood groups.
1. Business Improvement District Board (BID Board) Meeting of February 20, 2024 – Alderman Skyrms
- D. Library Board Meeting of February 21, 2024
1. Report from the Library Board – Alderman Erickson
- E. Neenah Arts Council Meeting of February 14, 2024
1. Meeting cancelled, no report.
- F. Landmarks Commission Meeting of February 15, 2024
1. Report from the Landmarks Commission – Alderman Weber

- IX. Presentation of petitions
 - A. Any other petition received by the City Clerk's Office after distribution of the agenda.
- X. Council Directives
- XI. Unfinished Business
- XII. New Business
 - A. Arrowhead Park Development Status Report. (Alderman Hillstrom)
 - B. Any announcements/questions that may legally come before the Council.
- XIII. Closed Session
 - A. The Common Council may convene into closed session pursuant to Wis. Stat. §19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or the conducting of other specified public business as long as competitive or bargaining reasons required closed session related to land acquisition adjacent to or in the vicinity of the downtown area.
 - B. The Common Council may reconvene into open session pursuant to Wis. Stats. § 19.85(2) to consider or act on any item (s) discussed in closed session.
- 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 e-mail clerk@neenahwi.gov at least 48 hours prior to the scheduled meeting or event to request an accommodation.

City of Neenah
Application For Appointment



Name	Holly Folyer	Date	10/18/2023
Address	315 Van St	Employer	[REDACTED]
City, ST Zip	Neenah, WI 54956	Day Phone	[REDACTED]
Eve. Phone	[REDACTED]	Fax	[REDACTED]
E-mail	[REDACTED]		

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

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

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

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

I have been a proud resident of our Neenah community since 2016. During this time, I've been a stay-at-home parent, I have an Associates degree in Marketing and recently have been diligently working towards earning a bachelor's degree in Sustainable Management from the University of Wisconsin-Superior. As a senior student with an expected graduation date in Fall 2024, I have developed a strong passion for sustainable development, environmental and social advancement through my academic journey. I have always desired to apply the knowledge and skills I've acquired to make a meaningful impact within our community. Upon reviewing the online information, I noticed a 5-year target document dating back to 2013. This presents a valuable opportunity for Neenah to reevaluate and update our community's sustainability targets. I am enthusiastic about contributing my expertise and dedication to this endeavor and would greatly appreciate the opportunity to participate in the audit and reassessment of Neenah's sustainability goals. Please feel free to contact me at [REDACTED]

-I thank you for your consideration.

Please Sign and Date: Holly Folyer 10 / 18 / 2023

Please return to the Neenah City Clerk's Office

Common Council Minutes
Wednesday, February 7, 2024 at 7:00 PM

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00 PM, February 7, 2024, in the Council Chambers of Neenah City Hall.

Mayor Lang in the chair.

Present: Alderpersons Boyette, Erickson, Hillstrom, Lendrum, Steiner, Stevenson, Skyrms, and Weber. Council President Borchardt was excused. Staff present Director of Finance Rasmussen, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, City Attorney Rashid, and City Clerk Nagel.

Also Present: Police Chief Olson, Assistant Police Chief Bernice, Police Lieutenant Van Sambeek, Fire Chief Teesch, and Parks and Recreation Director Kading.

Mayor Lang called the meeting to order at 7:04 p.m.

I. The Mayor/Alderpersons recorded their attendance on the RollCall-Pro System as the Clerk called the roll. Alderman Boyette led the Pledge of Allegiance.

II. Introduction and Confirmation of Mayor's Appointment(s)
A. None.

III. Approval of Council Proceedings
A. Approval of the Council Minutes and Proceedings of January 17, 2024 regular session.

There being no objections, the Council Minutes and Proceedings of January 17, 2024 were ordered approved as written by unanimous consent.

IV. Public Hearing
A. Consider Final Resolution 2024-01 Special Assessments for installation of sanitary sewer laterals and water services on Belmont Avenue (Stevens St to Cedar St), Belmont Court (Belmont Ave to terminus), Cedar Street (E Doty Ave to Winnebago Heights), E Doty Avenue (Commercial St to Pine St), North Street (Green Bay Rd to Western Ave), Quarry Lane (Higgins Ave to Reed St), Stevens Street (Belmont Ave to Winnebago Hts), S. Park Ave. Utility Easement, and Bayview Road (S. Park Ave to Bayview Ln).

Mayor Lang opened the public hearing at 7:05 PM.

1. Loren Wahl, 653 Belmont Court – Mr. Wahl would like to know if there is a possibility of altering the engineering drawings as he does not want a curb installed. Belmont Court currently does not have a curb.
2. Carl Evenson, 657 Belmont Court – The court currently does not have a curb and would like it to remain that way. The current plans call for roadwork to invade his front yard significantly would like the plan amended.
3. David Oost, 749 Congress Place – Wanted to know if there was consideration for Congress Place Boulevard since it is a one-way each way. If Cedar Street is under construction and undrivable, vehicles are unable to turn around on Congress Place Blvd.

4. Adam Hendryx, 641 Belmont Court – Echoed the concerns of his neighbors on the court regarding the installation of the curb. Would like the opportunity to have an open forum on the amending the plans.

Mayor Lang advised that all the questions received during the public hearing would be addressed at the end of the public forum. However, Director Kaiser gave an overview of the special assessment process. Those who had questions or concerns with assessment process would be able to speak with the Public Services and Safety Committee at their Tuesday meeting next week at 6:30 PM. If there were concerns with the design of the project, engineers are at the lobby tables tonight as well as available by appointment to address any project design concerns or questions.

Mr. Hendryx is speaking on behalf of the entire Belmont Court neighborhood; they do not want curb. The recommendation is to grade into Quarry Park which has no drainage issues. Speaking for the neighborhood, most do not have an operating sump pump because, currently, there are no drainage concerns the way the street constructed.

After three calls for additional comments, there were no additional comments heard. Mayor Lang closed the public hearing at 7:20 PM.

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.
 1. Scott Woulf, 713 S. Commercial Street – Has concerns about the proposed Douglas Park Pond. Would like to know why city money and land is being used to correct a problem caused by a private business. Mentioned that Douglas Park was donated to the city to be a park. Would also like the pond plans and watershed plans made public.
 2. Kate Hancock-Cooke, 216 Bosworth Court – Spoke on safety concerns regarding Douglas Park Pond particularly with regard to special needs children. The concern is there putting a pond in a park is a high safety risk. Douglas Park is a low population park, therefore, if a child wandered into the pond, it is likely there will not be anyone to help them. Can the pond be made safer even though there is no requirement to. Asked about public education on water safety.
 3. Brian Roeh, 146 Hazel Street – Stated the land was a gift from the Nelson Family to the city to be used for a park. With the creation of a retention pond, the park is no longer maintained as a Parks Department but rather as a stormwater pond under the Water Utility. Questions the long-term city stormwater management system plan over the next 5, 10, or 20 years.
 4. Scott Becher, 1061 Green Acres Lane – Is concerned that the pond is going to cause additional poverty in the community. There is no other close-by park for kids in this area to go to. This city has not taken this gem of a park seriously. Mr. Becher doesn't want to see this neighborhood become, as some many neighborhoods in the City of Neenah have become, havens for drugs and violence. Wants to see the city care about its parks and its residents.

After several calls for additional comments, none were heard. Mayor Lang closed the public forum at 7:24 PM.

VI. Mayor/Council consideration of public forum issues

- A. Alderman Lendrum – Advised that all third graders in Neenah and Menasha will take a water safety course through the Neenah-Menasha YMCA. Clerk Nagel displayed the pond plans on overhead screen, as Alderman Lendrum gave instructions on where to find the plan on the website. The Douglas Park Pond is not an anomaly as the city has several parks in or near waterways, such as Kimberly Point, Riverside, Doty, and many others.
- B. Aldermen Steiner – Asked Director Kaiser to address some of the concerns raised under Public Forum. Director Kaiser will respond to Mr. Roeh on the technical data requested. Galloway is currently planning for future stormwater requirements by acquiring nearby properties on the west side of the building which increases the pervious land around the building itself. They are installing a dry storage area as part of stormwater management. As Galloway does projects, they have been addressing stormwater requirements. Historic discharge or original discharge is what is being addressed with the Harrison Street Pond as well as with the proposed Douglas Park Pond. These are discharge concerns that were issues from the original build. Any in-fill construction after the original stormwater has been addressed must account for any new impervious areas that are created.
- C. Aldermen Stevenson – Historically the State of Wisconsin has forced municipalities to react to stormwater management legislation in urban areas. The reason why the former Neenah Foundry Site was attractive was because it helped the city meet some of the state stormwater criteria in the already developed area. Creating a pond in Douglas Park is not meant to be disrespectful to Mr. Nelson for his generous gift, but rather to develop and create additional dollars so that other areas of the city can develop needed park space. The big picture is that the pond will be able to help the city as whole with stormwater and parkland.
- D. Director Kaiser – About 15-years ago, stormwater regulations was in a state of flux in which a comment was made about a city-wide stormwater treatment facility instead of having smaller sites throughout the city. The cost of getting stormwater to a treatment facility is enormous.

Much effort is going to treat the quality and the quantity of water going to the Neenah Slough, Fox River, and Lake Winnebago which is where the stormwater will end up. The Department of Natural Resources (DNR) has requirements for intake water for each of these three water bodies.

Douglas Park Pond will also address the flooding on South Commercial Street which occurs right where the park is located. Other alternatives have been explored but Douglas Park has been identified as being a recommended site to control the quality and the quantity of stormwater discharging into the management system downstream. Ultimately, it expands the reach of the Harrison Street Pond.

- E. Alderman Hillstrom – Many cities struggle with stormwater management, and it has to do with what do is done with the stormwater. Douglas Park works out well, it is better than buying up the surrounding houses and displacing residents.
- F. Director Haese – A rezone is not required for the Douglas Street Pond. Most of the city ponds are in R1-Single Family zoning districts. It is also the understanding of Director Haese that Douglas Park was initially donated to the city for a municipal

garage, not a park. It became Douglas Park around 1949 according to Parks of Neenah.

After additional calls for comments from Council or staff, Mayor Lang closed the Council consideration of public forum issues.

VII. Consent Agenda

- A. Approve Temporary Class "B" (Picnic) license application to St. Gabriel Church, 900 Gieger Street, Neenah WI, for Friday fish fry to be held on February 9, 16, 23, and March 1 and 8 (**PSSC**)
- B. Approve renewal of Secondhand Dealer license for J. Anthony Jewelers, 220 S. Commercial Street, Neenah WI for the 2024 licensing year. (**PSSC**)

There being no objections, the Consent Agenda was ordered approved as presented by unanimous consent.

VIII. Reports of standing committees

- A. Regular Public Services and Safety Committee meeting of January 30, 2024: (Chairperson Lendrum/Vice Chairperson Hillstrom) (Minutes can be found on the City web site)

- 1. Committee recommends Council approve Memorandum of Agreement with Galloway Company relative to the construction of the Douglas Park Pond. (**RollCall-Pro**)
MSRC Lendrum/Weber to approve as recommended by committee in a roll call vote of 7-1 with Boyette dissenting and Borchardt excused.

Discussion: Alderman Stevenson requested that as a follow up to Director Kaiser's memo regarding the hiring of a consultant for this project, that Chairperson Lendrum add an agenda item on the next Public Services and Safety Committee meeting to discuss the procedures and reaffirm the process of hiring consultants. Chairperson Lendrum agreed.

Alderman Boyette will be voting no on this item because she agrees with two of the individuals who spoke this evening.

Alderman Skyrms read the Park Commission and Public Services and Safety minutes, which paints a clearer picture of the Douglas Park Pond. Douglas Park will remain a park, it will be a park with a pond. The shelter remains, the playground remains, most of the trees remain. This fills a need that the city has with flooding of Commercial Street. If the city is going to spend money to fix Commercial Street, now is the time to address the flooding issue. Both the Park Commission and the Public Services and Safety Committee voted to recommend the plan move forward. These committees know more of the details of the project. The pond fits the overall Commercial Street Project and addresses the flooding problem. The fact that money is coming out of the project for future park acquisitions and for park improvements is a bonus.

Alderman Lendrum explained the committee level of meetings. At committee level, the details of a project are looked at and hashed out with the staff. The

agenda items are the result of the committee meetings. Anyone can sign up to receive email agendas and minutes, and committee meetings are open, public meetings for anyone to attend.

2. Committee recommends Council approve the purchase of two 2025 Ford Hybrid Police Utility cars, one 2024 Ford F150 Training Lieutenant Pick-Up Truck, two 2024 civilian Ford Explorers, and one 2024 Ford F150 Police Responder Pick-Up Truck, all from Bergstrom Automotive, Neenah WI, and to include all equipment and changeover costs not to exceed the approved 2024 Capital Improvement Equipment budgeted amount of \$357,913.00. **(RollCall-Pro)**
MSCRP Lendrum/Stevenson to approve as recommended by committee, all voting aye.

Note Police Staff was present to answer any questions.

3. Committee recommends Council approve Phase II of the Police Department's remodel of the briefing room, gym, mat room, and patrol supervisor's office, in the amount of \$170,000.00 with funding coming from the Capital Facilities Budget. **(RollCall-Pro)**
MSCRP Lendrum/Hillstrom to approve as recommended by committee, all voting aye.

Discussion: There was discussion on the funding of the project. This is a separate line item in the Capital Improvement Budget which has not been borrowed yet this year.

4. Committee recommends Council approve the purchase of a 2023 GMC Sierra 1500 Pick-Up Truck, from Holiday Automotive, Fond du Lac WI, in the amount of \$43,705.00 and the purchase of a safety lighting package, two-way radio, and toolboxes to outfit the truck with a not to exceed cost of \$5,000.00, all to be funded by 2024 Capital Equipment funds. **(RollCall-Pro)**
MSCRP Lendrum/Steiner to approve as recommended by committee, all voting aye.
5. Committee recommends Council approve the purchase of a 2024 Ford 350 chassis from Ewald Automotive Group, Hartford WI, in an amount of \$52,210.00, to be funded by 2024 Capital Equipment funds. **(RollCall-Pro)**
MSCRP Lendrum/Hillstrom to approve as recommended by committee, all voting aye.
6. Committee recommends Council approve the purchase of a John Deere 624P HL Wheel Loader from Brooks Tractor Inc., De Pere WI, in the amount of \$269,000.00, snowplow and wing package from Monroe Truck Equipment, De Pere WI, in an amount of \$53,306.00, and approve the purchase of pallet forks and other accessories with a not exceed cost of

\$25,000.00, all to be funded by 2024 Capital Equipment funds. **(RollCall-Pro)**
MSCRP Lendrum/Stevenson to approve as recommended by committee, all voting aye.

7. Committee recommends Council approve the purchase of a 2024 International Single Axle chassis from Packer City Trucks, Appleton WI, in the amount of \$113,997.00 and approve the purchase of the equipment package from Monroe Truck Equipment, De Pere WI, in the amount of \$128,870.00, all to be funded by 2024 Capital Equipment funds. **(RollCall-Pro)**
MSCRP Lendrum/Weber to approve as recommended by committee, all voting aye.
8. Committee recommends Council approve the purchase a 2024 International Tandem Axle Chassis from Packer City Trucks, Appleton WI, in the amount of \$124,917.00 and approve the purchase of the equipment package from Monroe Truck Equipment, De Pere WI, in the amount of \$140,458.00, all to be funded by 2024 Capital Equipment funds. **(RollCall-Pro)**
MSCRP Lendrum/Stevenson to approve as recommended by committee, all voting aye.
9. Committee recommends Council approve the purchase of a 2023 New Way Sidewinder ASL truck from Envirotech Equipment, Menomonee Falls, WI, in the amount of \$352,797.00 and approve the purchase of new radio equipment, city logos, and additional lighting with a not to exceed cost of \$3,500.00. **(RollCall-Pro)**
MSCRP Lendrum/Hillstrom to approve as recommended by committee, all voting aye.

Discussion: This is an automatic trash/refuse truck which is a replacement truck in the current fleet.

Alderman Stevenson addressed the audience in general by stating that the money spent tonight has been budgeted for and approved by the Council through the budget process. The staff is trying to get ahead of the supply chain issue to receive the equipment in a timely manner and to lock in pricing. Most of the equipment ordered from tonight's meeting will be physically received in calendar year 2025.

- B. Regular Finance and Personnel Committee meeting of January 29, 2024: (Chairperson Erickson/Vice Chairperson Skyrms) (Minutes can be found on the City web site)
 1. Meeting cancelled, no report.
- C. NMFR Joint Finance & Personnel Committee meeting of January 23, 2024: (Alderpersion Stevenson) (Minutes can be found on the City web site)

1. Committee recommends Council approve the carry forward of \$2,512 from the software budget (180-2301-712-0218) line item carry forward from 2023 to 2024. **(RollCall-Pro)**
MSCRP Stevenson/Skyrms to approve as recommended by committee, all voting aye.
2. Committee recommends Council approve the carry forward of \$8,000 from the Burn Building/Maintenance (180-2301-712-025) to cover the purchase of the new windows that were ordered in September and will be delivered 2nd Quarter of 2024. **(RollCall-Pro)**
MSCRP Steveson/Boyette to approve as recommended by committee, all voting aye.
3. Committee recommends Council approve filing the one vacancy created by a resignation no earlier than March 1, 2024. **(RollCall-Pro)**
MSCRP Stevenson/Boyette to approve as recommended by committee, all voting aye.
4. Committee recommends Council approve the proposal of one (1) 2027 Impel Ascendt Mid Mount Platform from Pierce Manufacturing and related equipment for a cost not to exceed \$2,200,000 and to authorize the Finance Directors to review financing options and approve the most advantageous financial option for both cities up to and including authorization to pre-sign a contract pending council approval to avoid a 1.1% increase that is a \$20,000 after February 1, 24. **(RollCall-Pro)**
MSCRP Stevenson/Boyette to approve as recommended by committee, all voting aye.

Discussion: This is a supply chain issue in which the equipment is ordered this year but not received until 2027.

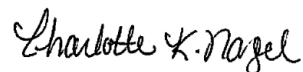
The cost share between the two cities was discussed. Currently, Neenah pays 60.37%, Menasha pays 39.63%. Both Director Rasmussen and Fire Chief Teesch agreed that the annual cost share will be used when the invoice is received, which is typically around 60/40 with Neenah paying 60. The cost share is formula is reviewed and approved annually by both city councils in the first quarter of the new fiscal year. Attorney Rashid recommends a clause be added to the contract indicating that payment will be approved by a future Council because this current Council cannot approve a future expenditure even if the equipment is being ordered this year and not received or paid for until another fiscal year.

- IX. Reports of special committees and liaisons and various special projects committees
- A. Regular Plan Commission meeting of January 30, 2024: (Council Rep Steiner)
(Minutes can be found on the City web site)
 1. No report.

- B. Board of Public Works meeting of January 23, 2024: (Vice Chairperson Hillstrom) (Minutes can be found on the City web site)
1. Information Only Items:
 - a. The Board approved Pay Request No. 1, Contract 2-23W West Side Booster Station Building Construction, to RJM Construction, LLC., in the amount of \$98,144.50.
 - b. The Board approved Change Order No. 2, Neenah Creek Bridge, to Pheifer Brothers, in the amount of \$11,872.15.
 - c. The Board approved Pay Request No. 2, Neenah Creek Bridge, to Pheifer Brothers, in the amount of \$156,025.15.
 2. Council Action Items:
 - a. The Board recommends Council approve Pay Request No. 7 and Final Pay Request for the Arrowhead Pier and Kayak Launch from Lunda Construction Company, Black River Falls, WI, in the amount of \$31,393.11 for retainage held on the project completed September 2023, utilizing approved budgeted CIP Carry Forward Funds.
(RollCall-Pro)
MSCRP Hillstrom/Weber to approve as recommended by the board, all voting aye.
 - b. The Board recommends Council approve Final Pay Request, Contract 2-23, Street and Utility Construction on Brantwood Ct., Brantwood Dr., Charles Ct., Hughes Ct., Memorial Ct., and Patrick Ct., to David Tenor Corporation, in the amount of \$90,515.21.
(RollCall-Pro)
MSCRP Hillstrom/Lendrum to approve as recommended by the board, all voting aye.
- C. Community Development Authority
1. Report from the CDA – Director Haese
 - a. Reporting from the Monday, February 5, 2024 Meeting.
 - b. There were no action items. The Authority reviewed preliminary work the new downtown parking structure. More information will be forthcoming.
 - c. The Community Development Authority Annual Report has been published.
- D. Sustainable Neenah Committee
1. Report from the Sustainable Neenah Committee – Alderman Lendrum
 2. Reporting from the January 24, 2024 Meeting.
 - a. There will be a new member coming forth to be appointed.
 - b. Sustainable Neenah will have a booth at this year’s Farmer’s Markets. The topics of the booths will be rain barrels, safe biking, recycling, solar energy, and pollinator information. Dates will be forthcoming.
- E. Bergstrom Mahler Museum
1. Report from the Bergstrom Mahler Museum – Alderman Borchardt
 2. Upcoming Exhibition: 2024 Fox Valley Area High School Glass Exhibition, February 23 – April 1, 2024.
 3. Upcoming Exhibition: Language of Light: Stephanie Sara Lifshutz, April 26 – October 13, 2024..
 4. Community Event: Art After Dark: Women’s History Month, March 21, 6 - 8pm

5. Thank you to all who bought tickets to this Saturday's Crystal Ball. The event is sold out! It is sure to be an amazing evening!
- F. Parks & Recreation Commission
 1. Report from the Park Commission – Alderman Weber
 2. Reporting from the January 18, 2024 Meeting
 - a. Consideration for the City to recognize those who have served in the conflict on the Global War on Terrorism.
 - b. Douglas Park – Stormwater Utility request for land use
 - c. YMCA to use a portion of Memorial Park, including the Open-Air Shelter, throughout the summer from 2024-2026.
 - d. Doty Park Shoreline Restoration Project discussion.
 - e. Carpenter Preserve Planning Session is scheduled for February 8th at the Memorial Park Shelter from 5:30 – 7:00 PM.
- X. Presentation of petitions
 - A. Any other petition received by the City Clerk's Office after distribution of the agenda.
 1. None.
- XI. Council Directives
 - A. None.
- XII. Unfinished Business
 - A. Aldermen Steiner and Weber are partnering together on the Sister City Project. They reached out on an information exercise with no response at this time. However, will update the Council as information is received.
- XIII. New Business
 - A. The Adopted Budget Book have been printed and ready for pick up at your convenience.
- XIII. Adjournment
Motion by Stevenson/Weber to adjourn, all voting aye. Meeting adjourned at 8:24 PM.

Respectfully submitted,



Charlotte Nagel, City Clerk

Common Council Proceedings
Wednesday, February 7, 2024 at 7:00 PM

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00 PM, February 7, 2024, in the Council Chambers of Neenah City Hall.

Mayor Lang in the chair.

Present: Alderpersons Boyette, Erickson, Hillstrom, Lendrum, Steiner, Stevenson, Stryms, and Weber. Council President Borchardt was excused. Staff present Director of Finance Rasmussen, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, City Attorney Rashid, and City Clerk Nagel.

Also Present: Police Chief Olson, Assistant Police Chief Bernice, Police Lieutenant Van Sambeek, Fire Chief Teesch, and Parks and Recreation Director Kading.

Mayor Lang called the meeting to order at 7:04 p.m.

- I. The Mayor/Alderpersons recorded their attendance on the RollCall-Pro System as the Clerk called the roll. Alderman Boyette led the Pledge of Allegiance.
- II. Introduction and Confirmation of Mayor's Appointment(s)
 - A. None.
- III. Approval of Council Proceedings
 - A. Approval of the Council Minutes and Proceedings of January 17, 2024 regular session.
There being no objections, the Council Minutes and Proceedings of January 17, 2024 were ordered approved as written by unanimous consent.
- IV. Consent Agenda
 - A. Approve Temporary Class "B" (Picnic) license application to St. Gabriel Church, 900 Gieger Street, Neenah WI, for Friday fish fry to be held on February 9, 16, 23, and March 1 and 8 (**PSSC**)
 - B. Approve renewal of Secondhand Dealer license for J. Anthony Jewelers, 220 S. Commercial Street, Neenah WI for the 2024 licensing year. (**PSSC**)
There being no objections, the Consent Agenda was ordered approved as presented by unanimous consent.
- V. Reports of standing committees
 - A. Regular Public Services and Safety Committee meeting of January 30, 2024: (Chairperson Lendrum/Vice Chairperson Hillstrom) (Minutes can be found on the City web site)
 1. Committee recommends Council approve Memorandum of Agreement with Galloway Company relative to the construction of the Douglas Park Pond. (**RollCall-Pro**)
MSRC Lendrum/Weber to approve as recommended by committee in a roll call vote of 7-1 with Boyette dissenting and Borchardt excused.
 2. Committee recommends Council approve the purchase of two 2025 Ford Hybrid Police Utility cars, one 2024 Ford F150 Training Lieutenant Pick-Up

Truck, two 2024 civilian Ford Explorers, and one 2024 Ford F150 Police Responder Pick-Up Truck, all from Bergstrom Automotive, Neenah WI, and to include all equipment and changeover costs not to exceed the approved 2024 Capital Improvement Equipment budgeted amount of \$357,913.00. **(RollCall-Pro)**

MSCRP Lendrum/Stevenson to approve as recommended by committee, all voting aye.

3. Committee recommends Council approve Phase II of the Police Department's remodel of the briefing room, gym, mat room, and patrol supervisor's office, in the amount of \$170,000.00 with funding coming from the Capital Facilities Budget. **(RollCall-Pro)**

MSCRP Lendrum/Hillstrom to approve as recommended by committee, all voting aye.

4. Committee recommends Council approve the purchase of a 2023 GMC Sierra 1500 Pick-Up Truck, from Holiday Automotive, Fond du Lac WI, in the amount of \$43,705.00 and the purchase of a safety lighting package, two-way radio, and toolboxes to outfit the truck with a not to exceed cost of \$5,000.00, all to be funded by 2024 Capital Equipment funds. **(RollCall-Pro)**

MSCRP Lendrum/Steiner to approve as recommended by committee, all voting aye.

5. Committee recommends Council approve the purchase of a 2024 Ford 350 chassis from Ewald Automotive Group, Hartford WI, in an amount of \$52,210.00, to be funded by 2024 Capital Equipment funds. **(RollCall-Pro)**

MSCRP Lendrum/Hillstrom to approve as recommended by committee, all voting aye.

6. Committee recommends Council approve the purchase of a John Deere 624P HL Wheel Loader from Brooks Tractor Inc., De Pere WI, in the amount of \$269,000.00, snowplow and wing package from Monroe Truck Equipment, De Pere WI, in an amount of \$53,306.00, and approve the purchase of pallet forks and other accessories with a not exceed cost of \$25,000.00, all to be funded by 2024 Capital Equipment funds. **(RollCall-Pro)**

MSCRP Lendrum/Stevenson to approve as recommended by committee, all voting aye.

7. Committee recommends Council approve the purchase of a 2024 International Single Axle chassis from Packer City Trucks, Appleton WI, in the amount of \$113,997.00 and approve the purchase of the equipment package from Monroe Truck Equipment, De Pere WI, in the amount of \$128,870.00, all to be funded by 2024 Capital Equipment funds. **(RollCall-Pro)**

MSCRP Lendrum/Weber to approve as recommended by committee, all voting aye.

8. Committee recommends Council approve the purchase a 2024 International Tandem Axle Chassis from Packer City Trucks, Appleton WI, in the amount of \$124,917.00 and approve the purchase of the equipment package from Monroe Truck Equipment, De Pere WI, in the amount of \$140,458.00, all to be funded by 2024 Capital Equipment funds. **(RollCall-Pro)**

MSCRP Lendrum/Stevenson to approve as recommended by committee, all voting aye.

9. Committee recommends Council approve the purchase of a 2023 New Way Sidewinder ASL truck from Envirotech Equipment, Menomonee Falls, WI, in the amount of \$352,797.00 and approve the purchase of new radio equipment, city logos, and additional lighting with a not to exceed cost of \$3,500.00. **(RollCall-Pro)**

MSCRP Lendrum/Hillstrom to approve as recommended by committee, all voting aye.

- B. Regular Finance and Personnel Committee meeting of January 29, 2024: (Chairperson Erickson/Vice Chairperson Skyrms) (Minutes can be found on the City web site)

1. Meeting cancelled, no report.

- C. NMFR Joint Finance & Personnel Committee meeting of January 23, 2024: (Aldersperson Stevenson) (Minutes can be found on the City web site)

1. Committee recommends Council approve the carry forward of \$2,512 from the software budget (180-2301-712-0218) line item carry forward from 2023 to 2024. **(RollCall-Pro)**

MSCRP Stevenson/Skyrms to approve as recommended by committee, all voting aye.

2. Committee recommends Council approve the carry forward of \$8,000 from the Burn Building/Maintenance (180-2301-712-025) to cover the purchase of the new windows that were ordered in September and will be delivered 2nd Quarter of 2024. **(RollCall-Pro)**

MSCRP Steveson/Boyette to approve as recommended by committee, all voting aye.

3. Committee recommends Council approve filing the one vacancy created by a resignation no earlier than March 1, 2024. **(RollCall-Pro)**

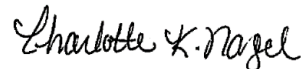
MSCRP Stevenson/Boyette to approve as recommended by committee, all voting aye.

4. Committee recommends Council approve the proposal of one (1) 2027 Impel Ascendt Mid Mount Platform from Pierce Manufacturing and related equipment for a cost not to exceed \$2,200,000 and to authorize the Finance Directors to review financing options and approve the most

advantageous financial option for both cities up to and including authorization to pre-sign a contract pending council approval to avoid a 1.1% increase that is a \$20,000 after February 1, 24. **(RollCall-Pro)**
MSCRP Stevenson/Boyette to approve as recommended by committee, all voting aye.

- VI. Reports of special committees and liaisons and various special projects committees
- A. Regular Plan Commission meeting of January 30, 2024: (Council Rep Steiner)
(Minutes can be found on the City web site)
1. No report.
- B. Board of Public Works meeting of January 23, 2024: (Vice Chairperson Hillstrom)
(Minutes can be found on the City web site)
1. Council Action Items:
- a. The Board recommends Council approve Pay Request No. 7 and Final Pay Request for the Arrowhead Pier and Kayak Launch from Lunda Construction Company, Black River Falls, WI, in the amount of \$31,393.11 for retainage held on the project completed September 2023, utilizing approved budgeted CIP Carry Forward Funds.
(RollCall-Pro)
MSCRP Hillstrom/Weber to approve as recommended by the board, all voting aye.
- b. The Board recommends Council approve Final Pay Request, Contract 2-23, Street and Utility Construction on Brantwood Ct., Brantwood Dr., Charles Ct., Hughes Ct., Memorial Ct., and Patrick Ct., to David Tenor Corporation, in the amount of \$90,515.21.
(RollCall-Pro)
MSCRP Hillstrom/Lendrum to approve as recommended by the board, all voting aye.
- VII. Adjournment
Motion by Stevenson/Weber to adjourn, all voting aye. Meeting adjourned at 8:24 PM.

Respectfully submitted,



Charlotte Nagel, City Clerk

CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Tuesday, February 13, 2024, 6:30 PM

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

Excused:

Also Present: Mayor Lang, Alderperson Boyette, City Attorney Raschid, Public Works Director Kaiser, Community Development Director Haese, Police Chief Olson, Assistant Police Chief Bernice, Deputy Director of Community Development Schmidt, City Clerk Nagel, Assistant Planner Kasimor, Community Development Specialist Jefferson, Public Works Office Manager Mroczkowski, Elise Evenson, Carl Evenson, Scott Becher, Brian Roeh, Adam Hendryx, and Kristen Sandvick

Motion/Second/Carried by Hillstrom/Borchardt to approve the minutes of the Meeting of January 30, 2024. All voting aye.

Public Appearances:

Carl Evenson, 657 Belmont Ct. – Mr. Evenson spoke in regard to the street construction project that is scheduled to be done this year on Belmont Court. Mr. Evenson stated that he and His wife Elsie Evenson request that, in the expansion of the Belmont Court cul-de-sac circle, that the parkland owners and the homeowners share equally the sacrifice of currently occupied land required by the expanded roadway circle. He stated that the planned expanded circle would take 18' of his front lawn.

Brian Roeh, 146 Hazel St. – Mr. Roeh spoke regarding the Douglas Pond. He asked if anyone on this council has gone to Douglas Park to visualize how much will be lost by this pond and if council members have talked to residents of the neighborhood. Mr. Roeh asked if staff discussed with the Galloway Company of building the pond on their property and if the Galloway expansion would have been possible without converting Douglas Park into a retention pond. Mr. Roeh spoke in regard to the fence that was added to the plan near the playground, what the temperature will be from the Galloway water discharged into the pond, the easements that are being requested from Galloway and why the parkland is not having to be rezoned from R1 Residential to A2 Industrial. Mr. Roeh further spoke regarding what the city's plans are for future stormwater retention ponds and stated that he does not believe that dedicating valuable real estate for wet and dry ponds is the most effective use of property.

Scott Becher, 1061 Green Acres Ln. – Mr. Becher spoke regarding the fence that has been added to the design plan for the Douglas Pond. He stated that he is pleased to see that a fence has been added. He stated that he would like the city to consider installing an Emergency Blue Light Phone Box in the park.

Elsie Evenson, 657 Belmont Ct. – Mrs. Evenson spoke in regard to the street construction project that is scheduled to be done this year on Belmont Court. She stated that she understands that there is right-of-way and is not challenging that. She stated that she would like the city to take into consideration that the plat map for this street is from 1964. Mrs. Evenson stated that the park is moderately used and would like the land use for the new cul-de-sac to be equally shared by all the property owners. She stated that she would like to have on-site visits by staff before a final plan is approved.

Kristen Sandvick, 312 Caroline St. – Ms. Sandvick introduced herself as a candidate for alderperson in District 1.

Adam Hendryx, 641 Belmont Ct. – Mr. Hendryx spoke in regard to the street construction project that is scheduled to be done this year on Belmont Court. He stated that he bought his house in 2018. He stated that he is against curb and gutter being installed on the street. He stated that there is no need for it because there are no drainage issues but rather grading issues. Mr. Hendryx stated that there is no Wisconsin Department of Natural Resources (DNR) or Environmental Protection Agency (EPA) mandate that streets have curb and gutter. He stated that installation of curb and gutter is part of the city standard specifications. Mr. Hendryx stated that he would like city staff to consider moving the fire hydrant that is being installed in front of his house be moved to the park side of the street. He stated that he has questions regarding how handicapped residents are taken into consideration during the project, when the project will be approved and when the bids are due.

Aldersperson Lendrum stated that the contractors are very willing and accommodating for the elderly and handicapped.

Director Kaiser stated that the Final Resolution, after being acted on at this meeting tonight, will go to the Common Council next Wednesday, February 21 for approval. He stated that the bid was opened on February 5 and was approved at the Board of Public Works today. Director Kaiser stated that it will now go before the Common Council next Wednesday, February 21 for award as presented at the public informational open house and public hearing.

Director Kaiser reviewed and explained the steps and meaning of the final resolution and what is meant when a contract is awarded in relation to the design of the project.

Aldersperson Borchardt asked why the design of the cul-de-sac is not using park land.

Director Kaiser stated that the plat as it was established in 1964 in regard to legal boundaries, established the limits to the road right-of-way and the area that can be used for transportation purpose. He stated that the plat map also established the property lines for each of the properties on Belmont Court. He stated that he can't work outside of that right-of-way.

Director Kaiser stated that the design being proposed is well within the right-of-way. He stated that the bulb is skewed as close to the parkland as is allowed while still staying in the right-of way.

Aldersperson Borchardt stated that this could be changed by the Council. Director Kaiser stated that involves legal issues with park land.

Aldersperson Borchardt stated that it makes logical sense to share the land needed to put the bulb in with the parkland, but understands there may be legal constraints to doing that.

The Committee further discussed the use of the parkland, plan design approval, right-of-way, shifting the road to the west, utility location and possible increase to utility assessments if road was shifted, city truck and emergency vehicle access, and the type of curb that is going to be installed.

Aldersperson Lendrum closed Public Appearances.

Motion/Second/Carried by Stevenson/Weber to amend agenda and discuss agenda item No.9: All voting aye.

Final Resolutions 2024-01: Installation of sanitary sewer laterals and water services for properties serviced on the following: Bayview Road, Belmont Avenue, Belmont Court, Cedar Street, E. Doty Avenue, North Street, Quarry Lane, Stevens Street, and S. Park Avenue.

Following Discussion: Motion/Second/Carried by Stevenson/Borchardt to recommend the Common Council approve Final Resolution 2024-01: Installation of sanitary sewer laterals and water services for properties serviced on the following streets: Bayview Road, Belmont Avenue, Belmont Court, Cedar Street, E. Doty Avenue, North Street, Quarry Lane, Stevens Street, and S. Park Avenue.
All voting aye.

Police Department-Barrier System Purchase

Assistant Police Chief Bernice reviewed his memo of January 16, 2024, and provided a background as to why the police department is requesting funding for a barrier system. He stated that since 9/11, cities and emergency agencies have reviewed and changed their operating procedures on events to try and prevent terrorist and soft target attacks. He stated that the barrier system will secure the perimeter of City of Neenah events and activities and will provide a safety plan for the agency of jurisdiction. Assistant Chief Bernice stated that this task is the primary focus of law enforcement that utilizes other key players to support the mission. He stated that developing mitigation strategies to

deter harmful events is the top priority since all demographics of the community, from children to the elderly, attend these special events.

Assistant Chief Bernice stated that the barrier system is a device to help save lives and prevent any type of problem within our city. He stated that the \$245,860.09 will come from 2024 Capital Improvement Plan funds.

Aldersperson Borchardt asked if this funding is in addition to the Spirit Funds that the city applied for through Winnebago County. Assistant Chief Bernice stated that is correct. He stated that if the city does get awarded Spirit funds, those funds would be used to purchase additional barriers that would be used for deployment along the parade route and bring the city's total barrier count to 63.

Mayor Lang stated that Winnebago County did recommend award of Spirit funds to the City of Neenah. She stated that the county will vote on it at the next County Board meeting.

Report
Following Discussion: Motion/Second/Carried by Hillstrom/Stevenson to recommend the Common Council approve the purchase of 28x Meridian Archer 1200 barriers, two Meridian Drop Down Trailers and miscellaneous accessories at the cost of \$245,860.09 from the 2024 Capital Improvement Plan Funds. All voting aye.

Houses to Homes (Affordable Housing Program)

Community Development Specialist Jefferson reviewed her memo of February 5, 2024. She stated that Wisconsin Tax Incremental Finance (TIF) law was modified in 2009 to allow communities to extend the life of a Tax Incremental District (TID) by one year for the purposes of benefiting affordable housing and improving the housing stock of their community. She stated that the extension allows a community to collect one additional year of tax increment and utilize at least 75% of those funds to benefit affordable housing and the remaining 25% can be used to improve the housing stock of the community. Community Development Specialist Jefferson stated that the City of Neenah TIF Districts 5 and 6 successfully closed in 2023 after an allowed one-year extension. The extension provided more than \$800,000 to fund a dedicated affordable housing initiative.

Community Development Specialist Jefferson stated that the Houses Into Homes program would consist of two sub-programs: Curb Appeal and Refresh and Renew. She stated that the Curb Appeal program would be for projects that are primarily exterior and could include landscaping, roofing, windows, siding, painting, and front stoop repair/replacement. Community Development Specialist Jefferson stated that the successful applicants with eligible projects at qualified properties would receive a grant to reimburse up to 50% of project costs for owner-occupied properties and up to 25% of project costs for residential investment properties. She stated that this grant would

provide a maximum match of \$5,000 and landscaping projects would have a maximum match of \$250.

Community Development Specialist Jefferson stated that the Refresh and Renew program is for larger, comprehensive projects that could include projects that exceed the grant amounts in the Curb Appeal project and could also include mechanical upgrades and kitchen and bath remodels. She stated that the applicants would apply for a loan through the city which would provide eligible projects with 0% interest, deferred mortgage loans for up to 50% of project costs (owner-occupied) and 25% of project costs to investment properties. Community Development Specialist Jefferson stated that the Loan Assistance Board will have final determination on approval and loan details for the Refresh and Renew portion of the program, loan repayment would be required at the time the property sells and refinancing will be reviewed on a case-by-case basis.

Community Development Specialist Jefferson noted that the program will be piloted on Doty Island and then broadened as we gain experience with it. She noted that eligible properties are single family properties with a value of \$209,000.00 or less and two-family properties with a value of \$267,000.00 or less

Aldersperson Borchardt asked how this program will be advertised. Community Development Specialist Jefferson stated that social media, post cards, Mayor's newsletter, and webpage will be used.

Aldersperson Stevenson asked how many eligible homes in the piloted area. Deputy Director Schmidt stated that there are 711 single family homes in the program piloted area.

Aldersperson Stevenson asked if staff plans on expanding the scope of this program and if so, how does the city assure there is funding for the project expansion. Community Development Specialist Jefferson stated that there is only \$200,000.00 budgeted in the first year. She stated that staff wants to use the first year to gauge the success of the program.

Aldersperson Weber asked how the curb appeal applications will be handled. Community Development Specialist Jefferson stated that those would be handled internally with staff.

Following Discussion: Motion/Second/Carried by Borchardt/Hillstrom to recommend the Common Council approve the creation of the Houses Into Homes program as recommended by the Department of Community Development and funded with proceeds from the affordable housing tax incremental district one-year extension. All voting aye.

Motion/Second/Carried by Stevenson/Borchardt to amend agenda and move agenda item No.5 to the end of the agenda and discuss after agenda item No.10.
All voting aye.

S. Commercial St. Reconstruction Project-Storm Sewer Amendment Request

Director Kaiser reviewed Traffic Engineer Merten's memo of February 9, 2024. Director Kaiser stated that Westwood Professional Services, design consultant for the 2025 S. Commercial Street reconstruction project, prepared a storm sewer design for the S. Commercial Street reconstruction project based on design standards required for Wisconsin Department of Transportation (WisDOT) highways. He stated that this resulted in a severe increase in the amount of proposed storm sewer infrastructure, adding significant cost to the project and maintenance over the long-term. He stated that City staff negotiated with WisDOT to adjust criteria to help reduce the number of structures while still providing adequate flood control. Director Kaiser stated that as this requires Westwood to make substantial changes to the model they have prepared, Westwood has put forth the attached change order in the amount of \$10,560. He stated that this amendment also includes revisions to a street corner to avoid a private sign relocation and real estate acquisition.

Aldersperson Stevenson asked for clarification that this contract amendment is not related to the Douglas Pond. Director Kaiser stated that is correct.

Following Discussion: Motion/Second/Carried by Borchardt/Weber to recommend the Common Council approve Westwood Professional Services to perform a redesign of the storm sewer for the S. Commercial Street reconstruction project for an amount not to exceed \$10,560.00, which shall be funded with the S. Commercial Street design dollars. All voting aye.

Bridge over Neenah Creek-Consultant Contract Amendment

Director Kaiser reviewed his memo of February 9, 2024. He stated that during design work on the Neenah Creek Bridge for the Bridgewood Apartment development, some discrepancies were encountered among the various hydraulic models used along Neenah Creek that needed to be resolved in order to get the bridge permitted. He stated that the work needed was outside of the original scope of services on the bridge design contract because the expectation was that existing models would correspond. He stated that was not the case and additional hydrologic work was needed for the city to get DNR approval and eventually FEMA approval.

Director Kaiser stated that attached is Amendment #1 in the amount of \$31,600. He stated that the original contract with GRAEF for design and construction administration was for \$149,878.39, with the amendment, the revised contract amount is \$181,478.39.

Aldersperson Borchardt asked if the consultant should have expected this or is this something that is out of the ordinary. Director Kaiser stated that between bridge, trail and apartment, the expectation was that all of the projects would be based off the same data so the information would be consistent between all three projects.

Report

Following Discussion: Motion/Second/Carried by Weber/Hillstrom to recommend the Common Council approve Contract Amendment 1 for design and construction administration services on the Neenah Creek Bridge with GRAEF-USA, Inc., in the amount of \$31,600.00. All voting aye.

Douglas Pond-Contract for Design Services

Director Kaiser reviewed his memo of February 9, 2024. He stated that earlier this month he provided the Council with a review of the professional services used to date for analysis and plan development for the Douglas Pond. He stated that he had authorized contracting with Westwood Professional Services for those services because of their knowledge of the Commercial Street area due to their storm sewer and street design work along with their knowledge of the Harrison Pond watershed due to their assistance with hydraulic modelling on that project.

Director Kaiser stated that, given the additional work needed due to design changes resulting from the discussions with the Parks & Recreation Commission and continued staff evaluation of the project and the concerns expressed at the January 30 PSSC meeting about the approval process used for contracted services, we arranged with Westwood to end the prior agreement and start fresh with a contract for services necessary to bring the final plans and specifications to completion.

Director Kaiser stated that the scope of work provided involves changes both to the pond layout and to the storm sewer piping leading to the pond – including changes to the S. Commercial Street storm sewer design and submittals for the permitting necessary to construct the project. He stated that staff recommends that Council approve the contract with Westwood Professional Services for design services on the Douglas Pond at a cost of \$45,300.00.

Aldersperson Hillstrom asked if the map of the pond, is the final pond design. Director Kaiser stated that is the concept that Westwood will be working from.

Aldersperson Lendrum asked that the map be made available for residents. Director Kaiser stated that he will have staff put the map on the website.

Aldersperson Borchardt asked what the temperature of the Galloway water discharge will be. Director Kaiser stated that he would have to check with the Galloway Company.

Aldersperson Stevenson asked what the funding source is for this contract. Director Kaiser stated that we are using the Detention Pond Capital budget account.

Following Discussion: Motion/Second/Carried by Hillstrom/Stevenson to recommend the Common Council to approve the contract with Westwood Professional Services for design services on the Douglas Pond at a cost of \$45,300.00. All voting aye.

Public Works General Construction and Department Activity Report

- 1) Contract 7-21 (Harrison Pond): Storm and sanitary sewer work is complete and the pond is functioning. Stone work on the water feature is complete. Pumps were installed 11/15. We are awaiting the meter socket for the electric service. A number of punchlist items remain to be completed – retaining wall staining, overseeding along Harrison Street and trail grading. Trees that have not survived will be replaced in spring 2024.
- 2) Contract 1-23 (Chestnut, Burr, Dieckhoff, Laudan Utility and Street Construction): Utility work, curb/gutter installation and landscaping are complete. A binder course of asphalt has been paved. The top-coat of asphalt will be paved in spring 2024.
- 3) Contract 7-23 (High, River Utility and Street Construction): Utility work, curb/gutter repairs and landscaping are complete. A binder course of asphalt has been paved. The top-coat of asphalt will be paved in spring 2024.
- 4) Neenah Creek Bridge: The bridge railings were placed but other work is halted until spring. The remaining work is parapet staining, the east approach paving and trail repairs.
- 5) Contract 1-24 (Belmont Ct, Belmont Av, Cedar St, Stevens St- Utilities and Street): Bids were opened on 2/5/2024. The Board of Public Works will review the bids at their 2/13 meeting.
- 6) Contract 2-24 (E. Doty Av - Utilities and Street): Bids are scheduled for opening on 2/28/2024.
- 7) Contract 3-24 (Bayview Rd, Commercial St Water Crossings, Quarry Ln, Reed St - Utilities and Street): Bids are scheduled for opening on 2/28/2024.
- 8) Contract 4-24 (S. Park Avenue Easement – Utilities): Bids are scheduled for opening on 2/28/2024.
- 9) North St, Utilities and Street – This project involves both Neenah and Fox Crossing. A draft intergovernmental agreement has been provided to Fox Crossing for review. The agreement used with Menasha for the Abby Avenue project was used as a template for the North Street project.

10)Automated Truck Replacement – The automated truck purchase that was approved at the Feb. 7 Council meeting should be arriving in the next week or two.

The 2023-2027 CIP includes the replacement of another automated collection truck in 2025 (page 111). Similar to what happened with the recent truck purchase, Superintendent Radtke was informed by the vendor that they have two chassis for that truck that will be available by the end of 2024 that the vendor needs to claim, or they will be assigned elsewhere. The vendor has asked if we are interested in claiming one of them. Last year, the consensus of the committee was to confirm our interest with the vendor provided there was an ability to back out. We were able to work that out with the vendor. We would like to take the same approach this year.

The Committee's consensus was to secure at least one chassis and directed staff to discuss acquiring the second one that is currently available with vendor.

Director Kaiser stated that staff met with TDS Telecom today regarding their ongoing fiber project in Neenah. He stated that they are going to be slowing down the work in Neenah and focusing on service drops.

Director Kaiser stated that the 2024 punch cards will be mailed out to residents the week of February 19.

The Public Services & Safety Committee may convene into closed session pursuant to Wis. Stat. §19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or the conducting of other specified public business as long as competitive or bargaining reasons required closed session related to land acquisition adjacent to or in the vicinity of the downtown area.

Motion/Second/Carried by Stevenson/Borchardt for the Public Services & Safety Committee may convene into closed session in the pursuant to Wis. Stat. §19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or the conducting of other specified public business as long as competitive or bargaining reasons required closed session related to land acquisition adjacent to or in the vicinity of the downtown area. The Public Services and Safety Committee may reconvene into open session to take action on the item discuss in closed session, all voting in a voice vote of aye.

The Public Services & Safety Committee may reconvene into open session pursuant to Wis. Stats. § 19.85(2) to consider or act on closed session recommendation(s).

The Public Services and Safety Committee went into closed session at 7:48 PM. Discussion was held for the purpose of developing strategy related to potential land acquisition adjacent to or in the vicinity of the downtown.

The Committee adjourned in closed session at 8:54 PM Motion/Second/Carried Stevenson/Weber. All voting aye.

Respectfully submitted,

A handwritten signature in cursive script that reads "Lisa Mroczkowski".

Lisa Mroczkowski
Public Works Office Manager



FINAL RESOLUTION NO. 2024-01

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

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

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

Installation of sanitary sewer laterals and water services for properties served on the following streets:

- | | |
|--|--|
| 1. Belmont Ave. (Stevens St. to Cedar St.) | 2. Belmont Ct. (Belmont Ave. to Terminus) |
| 3. Cedar St. (E. Doty Ave. to Winnebago Heights) | 4. E. Doty Ave. (Commercial St. to Pine St.) |
| 5. North St. (Green Bay Rd. to Western Ave.) | 6. Quarry Ln. (Higgins Ave. to Reed St.) |
| 7. Stevens St. (Winnebago Heights to Laudan Blvd.) | 8. S. Park Ave. Utility Easement |
| 9. Bayview Rd. (S. Park Ave. to Bayview Ln.) | |

2. The Common Council determines that the above improvements constitute an exercise of the police power and the amount assessed each parcel abutting on the above named street shall be on a reasonable basis as approved by the Common Council which is in effect at the time of installation in accordance with special assessment procedures set forth in provisions of Section 13-1, Neenah Municipal Code.

3. The assessments against any parcels of land shall be paid as provided in the City of Neenah Municipal Code, Section 13-2 and 13-3.

4. The Public Services and Safety Committee shall with respect to the items mentioned at paragraph 1 above prepare a report consisting of:

- Preliminary or final plans and specifications of the improvements.
- An estimate of the entire cost of the proposed work or improvements.
- A schedule of the proposed assessments as to each parcel of property affected.
- A statement that the properties against which the assessments are proposed are benefited and that the improvements constitute an exercise of the police power.

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

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

Recommended by:
Public Services and Safety Committee

CITY OF NEENAH, WISCONSIN

Moved: _____

Jane Lang, Mayor

Passed: _____

Charlotte Nagel, City Clerk



NEENAH POLICE DEPARTMENT



Chief Aaron L. Olson

Memo

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

From: Assistant Chief Jeffrey Bernice

Date: 1/16/2024

Re: Barrier System Purchase - CIP

The Neenah Police Department is respectfully requesting \$250,000.00 to assist in the purchase of a vehicle barrier system. The Police Department is serving as the lead agency in the purchase of these devices, but the overall project is a collaborative effort among several City of Neenah departments: Public Works, the Neenah-Menasha Fire Department and Parks & Recreation. The funds for this project have been approved through the City of Neenah 2024 Capital Improvements Plan Budget.

The City of Neenah hosts many large-scale community events such as: CommunityFest, Fox Cities Marathon, A Very Neenah Christmas, Summer Kick Off Concert, Boogie Downtown, Udderly Euro, and numerous concerts, festivals, farmer's markets, family events and parades. Many of these venues are assisted with a not-for-profit civic development organization called Future Neenah. This independent, non-profit 501(c)(3) organization is community driven and dedicated to promoting the economic and cultural vitality of the City of Neenah.

A primary responsibility and duty of the Neenah Police Department is the protection of the community. The Neenah Police Department serves as the community guardians that stand between peace and peril to keep the community safe. The men and women of this fine agency are the warriors against evil, defenders of life, protectors of rights and friends of the people.

The term community does not just define citizens that live in our jurisdiction, but the comprehensive congregation of all individuals that come to the City of Neenah to live, work and play. Like any other city or town, leaders and organizers focus on bringing the community together by means of events, festivals, parades, concerts and other venues.

Securing the perimeter of these activities is a major component of a safety plan and the responsibility of our jurisdiction. This task is the primary focus of law enforcement that utilizes other key players to support the mission. Developing mitigation strategies to deter harmful events is the top priority since all demographics of the community, from children to the elderly, attend these special events.

Unfortunately, we live in a world of criminals, radicalized individuals and hostile groups who wish to harm innocent citizens, typically at public gatherings which are considered "soft targets." A "soft target" is defined as a location easily accessible to the public and relatively unprotected, making it vulnerable to an attack.

One tactic that these crazed individuals are using is a vehicle which serves as a deadly weapon to target groups of individuals in open areas. These vehicle-borne attacks target pedestrians, breach physical security measures and can deliver unconventional secondary carnage such as explosives or active shooter engagements in some cases.

We have seen incidents such as those listed above over the last two decades. In the last five years, there have been over 70 of these incidents worldwide. A few examples of these tragic episodes are listed below:

- On July 14, 2016, in Nice, France, a man deliberately drove a 19-ton cargo truck into a crowd of pedestrians that were celebrating Bastille Day. This incident killed 86 people and injured approximately 434 others.
- On August 17, 2017, in Barcelona, Spain, a man intentionally drove a van through a tourist district zone, killing 13 and injuring 130.
- On October 31, 2017, in New York City, a subject drove a rented pickup truck down a bike path where cyclists and runners were enjoying their day. This incident resulted in eight people dying and 11 being injured.
- In September of 2020, a woman rammed a vehicle into a gathering of protestors and counter protestors on a six-lane highway in Yorba Linda, California. This incident injured two. This attack may have been motivated by political ideology.

One recent incident that happened less than two years ago and approximately 90 miles away from the City of Neenah was the Waukesha Christmas Parade Attack. This incident occurred on November 21, 2021, where a delusional individual drove a sport utility vehicle through the city's annual Christmas parade. This horrible act killed six people and injured over 60. This incident overwhelmed the community's first responder professionals and area medical facilities. The community is still trying to recover from this horrific event.

Special events are unique because we do not want extreme defensive measures to create a negative atmosphere, but rather a positive and encouraging environment. Members of the Neenah Police Department, Public Works Department, the Neenah-Menasha Fire Department and Parks & Recreation have been successful and ahead of many other communities by positioning city-owned vehicles along strategic avenues of approach. Main roads are concentrated on, but entrance into these special events is still possible.

Over the past several years, it has been more common to see vehicles entering a City of Neenah special event because of intoxicated, elderly or confused drivers who do not have criminal or terrorist motives. The following are a few recent examples:

- Unknown Year (within last five years): An intoxicated driver joined the high school homecoming parade on Wisconsin Avenue. Law enforcement officers intervened before any catastrophic situations occurred.
- 2018 or 2019: a wrong-way elderly driver drove into the Labor Day parade on Wisconsin Avenue; the driver was trying to get to the City of Menasha and was very confused. Again, this act was deterred moments before a disastrous event occurred.
- 2021: a vehicle attempted to drive into the Labor Day parade from Church Street and was stopped by a police officer and a public official.
- 2021: an intoxicated driver hit a City of Neenah vehicle that was positioned as a defensive barrier during the streetball event at West Wisconsin and South Commercial Streets. If this protective measure was not put in place, it would be certain that young children would have been injured or killed.

- There have been many other occasions which could be considered as near-misses during the Fox Cities Marathon, CommunityFest and A Very Neenah Christmas. Most of these actions were based on elderly or confused drivers that insisted going around primitive barriers, (road closure signs, traffic cones, plastic or wooden a-frames, etc.) and continue into the special event site which contained a concentrated population of people.

Both criminal and unintentional situations can result in catastrophic damages and that is why proper mitigation efforts must be utilized. One primary tool is the vehicle barrier system which goes by many terms - anti-vehicle devices, vehicle control barricades and hostile barrier mitigation barriers. The goal of these platforms is to restrict access from the exterior perimeter into the main location which could be a facility or, in our case, a community event. The majority of these barriers have been tested and certified through oversight groups to stop an attack from an automobile traveling while in motion. The barriers that the Neenah Police Department has been researching are mobile, meaning they can be deployed and disassembled typically by a small team and do not require heavy machinery or construction apparatuses. Military installation, federal government buildings and other high value targets may have permanent barriers installed within their grounds. Since the City of Neenah has both static special events, (meaning a designed street footprint) and mobile venues, (such as parades), we would focus on a deployable system. Finally, these devices allow a secure vehicle perimeter, but still permit ingress and egress points for emergency response units and authorized vehicles.

As mentioned before, the City of Neenah has been ahead of most jurisdictions by placing city-owned vehicles at significant avenues of approach as a protective deterrent and measure. There are many positives associated with this tactic, but also problems, disadvantages and complications.

These vehicles have the potential to deter similar sized automobiles, but may be insignificant for larger vehicle platforms, such as large pickup trucks, commercial vehicles and construction equipment. Occasionally, a larger vehicle, such as a Public Works vehicle, (sanitation truck, snowplow and even fire apparatus) will be deployed as a protective measure during these events. These are costly to place, stage and recover. They can have a significant impact on daily operations if one of these vehicles is damaged, even slightly. Also, once any vehicle is in place and a situation should evolve, access to that location may be reduced since this secured vehicle now acts as an obstacle if that driver with the keys is unavailable or incapacitated. The placement and removal of these vehicles is a multi-person operation to facilitate. Finally, there is discussion among insurance companies that these vehicles used as anti-vehicle barriers may not be covered or insured during the civil legal proceedings afterward, because the vehicle is not being used for its intended purpose.

The Neenah Police Department has performed research on several barrier systems and determined that the Meridian Archer 1200 Barrier would be the most cost-effective protective device that would serve the city's need and requirements.

The Meridian Archer 1200 Barrier is unanchored and a "Drop and Stop" device that serves as a security system for entry points, roadways and perimeters. These ballistic rated barriers are made of 100% American steel and are ranked as the strongest mobile steel barrier in the world. The Archer 1200 Barrier is the barrier of choice for Hostile Vehicle Mitigation (HVM) by many law enforcement agencies and federal government organizations. This barrier system is rapidly deployable in sets of eight in under ten minutes. They are easily installed by one person without the use of cranes or heavy equipment. They are simply off-loaded and placed for almost instant protection. No anchors or assembly is required. Finally, the Archer 1200 Barrier solution allows for pedestrian access and emergency vehicle access for every deployment option.

Other local jurisdictions (City of Oshkosh, City of Appleton and several communities in the Green Bay area) have recently purchased or are in the process of purchasing these barriers. Depending on the timing of an event or venue, a collaboration among communities can occur to provide as a force multiplier by sharing these protective tools.

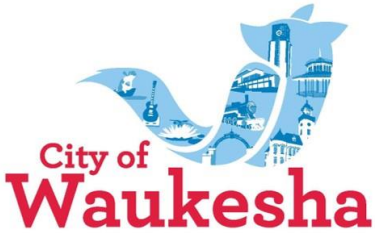
It is not about if a situation will occur here in the City of Neenah, but when. Only with proper mitigation and collaboration among organizations can we create a truly safe environment for our communities. We owe it to our citizens, business owners and tourists to prepare for any possible incident that could impact their safety and well-being. If we fail to acquire proper mitigation measures, it can be detrimental to the future of the City of Neenah. This negative impact can be from complex lawsuits to the extreme cost of losing innocent lives.

I have included a quote from Meridian Rapid Defense Group, (dated January 16, 2024) for \$245,860.09 for the following items:

- 28 Archer 1200 Mobile Barriers
- 2 Meridian Drop Deck Trailers
- 2 Archer Manual Hauler devices
- 2 Archer Field Tow Bars
- Cables, Training and Shipping

Meridian Rapid Defense Group is the sole source for these products.

Recommendation: Authorize the Neenah Police Department to purchase 28x Meridian Archer 1200 barriers, two Meridian Drop Down Trailers and miscellaneous accessories at the cost of \$245,860.09 from the 2024 Capital Improvement Plan Funds.



POLICE DEPARTMENT

1901 Delafield Street
Waukesha, Wisconsin 53188-3633
Telephone: (262) 524-3761 Fax: (262) 524-3914

DANIEL P. THOMPSON

Chief of Police

June 28, 2023

Chief Aaron Olson
Neenah Police Department
2111 Marathon Avenue
Neenah, WI 54956

Subject: Recommendation for Support in Acquiring Vehicle Barriers (VBs) for Public Safety during Special Events

Dear Chief Olson:

I hope this letter finds you in good health and high spirits. As a Police Chief and a staunch advocate for community safety, I am writing to strongly support the Neenah Police Department's recommendation in acquiring vehicle barriers for the purpose of ensuring public safety during special events.

In recent years, there has been an unfortunate rise in vehicle-related incidents targeting large gatherings and public spaces. Specifically, on November 21, 2021, the Waukesha Christmas Parade Attack was a tragic event that no community should have to endure. Granted, no matter how much security measures are in place, critical and catastrophic events happen. In the worst event I saw the best. I saw the best in our first responders and saw the best from the Waukesha community. That incident of intentional harm necessitated the implementation of effective security measures to protect our community during special events. Vehicle barriers have emerged as a vital tool in safeguarding our public spaces. Subsequent parades, such as the Memorial Day parade of 2022 for example, the Waukesha Police Department utilized VBs. You could visibly see the confidence by the citizens in feeling safer and more relaxed due to the presence of the barriers. I strongly believe that the acquisition and deployment of MVBs would be a significant step towards further ensuring the safety and well-being of Neenah residents and visitors. That is our primary responsibility for our citizens: **SAFETY.**

Vehicle barriers offer several key advantages that make them an ideal solution for enhancing security during special events:

1. **Enhanced Protective Measures:** These barriers provide a robust physical deterrent against unauthorized vehicles, effectively preventing them from entering crowded areas and mitigating the risk of deliberate harm to innocent bystanders.
2. **Adaptability:** With their design, these barriers can be easily deployed and customized to suit the unique needs of each event and venue. They offer the ability to configure different layouts, ensuring maximum protection while maintaining the smooth flow of pedestrian traffic.
3. **Swift Response and Emergency Access:** In the event of an emergency or security breach, vehicle barriers can be quickly repositioned or removed, facilitating rapid response by emergency personnel and allowing them to access the area promptly.
4. **Cost-Effective Solution:** Compared to permanent physical structures, vehicle barriers offer a cost-effective alternative that can be reused for multiple events, reducing the need for recurring expenses and maximizing the value of the investment.

I respectfully highly recommend city government support and advocate in acquiring the necessary resources and funding to implement vehicle barriers for special events in Neenah. Your leadership and collaboration with key stakeholders, such as the City Council, event organizers, and community leaders, will be crucial in highlighting the importance of this initiative and expediting its implementation.

The Neenah Police Department is at the forefront of protecting and serving their community. By proactively investing in measures such as vehicle barriers, you can significantly enhance the security of your community during special events, reassuring both residents and visitors alike.

Thank you for considering my recommendation. I am more than willing to provide any additional information or assistance required to support this endeavor. Please do not hesitate to reach out to me at 262-894-5578 or dthompson@waukesha-wi.gov.

Yours sincerely,

Daniel Thompson

Daniel Thompson
Chief of Police



Meridian Rapid Defense Group Sales LLC
 177 E. Colorado Blvd
 Suite 200
 Pasadena CA 91105
 United States

Quote
#QUO-S-10110
 01/16/2024

Bill To
 Jeffrey Paul Bernice
 Neenah Police Department
 2111 Marathon Avenue
 Neenah WI 54956
 United States

Ship To
 Jeffrey Paul Bernice
 Neenah Police Department
 2111 Marathon Avenue
 Neenah WI 54956
 United States

Date	Expires	Shipping Method	Sales Rep
01/16/2024	04/15/2024	Freight Out	Logan Dowell

Item	Price Level	Quantity	Rate	Amount
AB1200 Archer 1200 Mobile Barrier	GSA	28	\$6,513.75	\$182,385.00
ADDT008 Meridian 8-Barrier Drop Deck Trailer		2	\$23,155.18	\$46,310.36
AMHA003-2 Archer Manual Hauler 2.0	GSA	2	\$1,925.175	\$3,850.35
AFTB001 Archer Field Tow Bar	GSA	2	\$574.175	\$1,148.35
AAC4F001-2 Archer Arrestor Cable – 4 ft.	GSA	2	\$574.175	\$1,148.35
MRDG-CT Certified Training	GSA	1	\$1,442.68	\$1,442.68
Freight-Out Freight-Out		1	\$9,575.00	\$9,575.00

Subtotal	\$245,860.09
Tax (0%)	\$0.00
Total	\$245,860.09

Notes:



QUO-S-10110



M E M O R A N D U M

DATE: February 5, 2024
TO: Chairman Lendrum and Public Services and Safety Committee Members
FROM: Samantha Jefferson, Community Development Specialist
RE: **Houses Into Homes (Affordable Housing Program)**

Wisconsin Tax Incremental Finance (TIF) law was modified in 2009 to allow communities to extend the life of a Tax Incremental District (TID) by one year for the purposes of benefiting affordable housing and improving the housing stock of their community. The extension allows a community to collect one additional year of tax increment and utilize at least 75% of those funds to benefit affordable housing. The remaining 25% can be used to improve the housing stock of the community.

City of Neenah TIF Districts 5 and 6 successfully closed in 2023 after an allowed one-year extension. The extension provided more than \$800,000 to fund a dedicated affordable housing initiative that can be used for things such as:

- Housing studies
- Affordable housing projects
- Housing stock improvement programs
- Subdivision development (limited)
- Infrastructure for low and moderate income households

The Community Development Department has worked to create an effective and sustainable program that would aid in affordable housing projects in defined areas of the community. Objectives of the program are the following:

- Improve the quality and choice of affordable housing in established neighborhoods.
- Stabilize property values in affordable residential neighborhoods.
- Encourage investment in Neenah's existing housing stock.
- Enhance the quality of life, attractiveness, and positive community impact of affordable residential neighborhoods.
- Decrease issues of residential non-conformity with the City of Neenah Municipal Code.

The Houses Into Homes program would consist of two sub-programs: Curb Appeal and Refresh and Renew. The Curb Appeal program would be for projects that are primarily exterior and could include landscaping, roofing, windows, siding, painting and front stoop repair/replacement. Successful applicants with eligible projects at qualified properties (as defined in the program manual) would receive a grant to reimburse up to 50% of project costs for owner-occupied properties and up to 25% of project costs for residential investment properties. This grant would provide a maximum match of \$5,000. Landscaping projects would have a maximum match of \$250.

CITY OF NEENAH
Dept. of Community Development

February 9, 2024 – Page 2

The Refresh and Renew program is for larger, comprehensive projects that could include projects that exceed the grant amounts in the Curb Appeal project and could also include mechanical upgrades and kitchen and bath remodels. Applicants would apply for a loan through the city which would provide eligible projects with 0% interest, deferred mortgage loans for up to 50% of project costs (owner-occupied) and 25% of project costs to investment properties. The Loan Assistance Board will have final determination on approval and loan details for the Refresh and Renew portion of the program. Loan repayment would be required at the time the property sells. Refinancing will be reviewed on a case-by-case basis.

The budget for the program will be included in the City's Operating Budget. Any grant funds that were awarded but not utilized will be reappropriated back into the program fund.

Specifics regarding how the program will be administered and implemented can be found in the attached handbook.

Appropriate action at this time is to recommend Council approve the creation of the Houses Into Homes program as recommended by the Department of Community Development and funded with proceeds from the affordable housing tax incremental district one-year extension.



**HOUSES INTO
HOMES
PROGRAM**

**2024
Handbook**

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PROGRAM OVERVIEW

The City of Neenah **Houses Into Homes Program** is an initiative aimed at helping residents improve eligible single and two-family residential properties by providing both grants and loans.

Funds for this program are derived through a Tax Incremental Financing (TIF) extension called the "Affordable Housing Extension" which allows for TIF to improve a municipality's housing stock.

Program Goals

- Improve the quality and choice of affordable housing in established neighborhoods.
- Stabilize property values in affordable residential neighborhoods.
- Encourage investment in Neenah's existing housing stock.
- Enhance the quality of life, attractiveness, and positive community impact of affordable residential neighborhoods.
- Reduce municipal code non-conformities or violations related to residential properties.

Administration

The Community Development Department administers the City of Neenah **Houses Into Homes Program**. Administration includes, but is not limited to, promoting and advertising the program, accepting and reviewing completed applications, interpreting program guidelines, and reviewing reimbursement requests.

Applications will be accepted on a rolling basis and application review completed in about ten (10) business days. Qualified projects will be approved on a first come - first serve basis. The City of Neenah Loan Assistance Board will have final determination on approval and loan details for the Refresh and Renew portion of the program.

Any grant funds that were awarded but not utilized (in full or partially) will be reappropriated back into the **Houses Into Homes Program** fund.

The budget for the program is included in the City of Neenah's annual Operating Budget.

CURB APPEAL

Program Details

Provides eligible projects with a grant to reimburse up to 50% of project costs for owner-occupied properties and up to 25% of project costs for non-owner-occupied properties. Projects shall meet minimum housing standards (as defined by the U.S. Department of Housing and Urban Development).

Maximum \$5,000 city match and minimum total project cost of \$1,000 (minimum \$500 city match). City match for landscaping projects shall not exceed \$250.

Applications are accepted up to twice per calendar year, per property. Total City match provided cannot exceed \$5,000 over a 5-year period per property and/or property owner.

All work must meet local, state and national standards including but not limited to lead and asbestos standards for the project area. Projects must be substantially completed within six (6) months of grant approval.

Eligible Properties

Property eligibility during the pilot period of this program will be dependent on location and assessed value as determined by the City of Neenah. The property must be located within the Program Eligibility Map (see Appendix A) and the total assessed property value must be at \$209,000 or lower (1-unit structure) or \$267,000 or lower (2-unit structure).

Properties with open municipal code violations, unpaid special assessments, and/or unpaid property taxes are ineligible until violations are corrected, or taxes are paid. Projects addressing building code violations may be considered on a case-by-case basis.

Eligible Projects

1. Removal and replacement of front porches, stoops and railings, and exterior lighting.
2. Re-roofing and re-siding of the dwelling, garages and accessory buildings.
3. Exterior painting of dwelling, garage and accessory buildings.
4. Replacement of gutters, soffit, fascia, windows and exterior doors on dwelling and garage, and lead hazard removal.
5. Exterior restoration of architectural and historic building features.
6. Front yard landscaping projects; Removal and planting of trees (maximum city match of \$250).

Ineligible projects include projects initiated prior to City of Neenah approval.

REFRESH AND RENEW

Program Details

Provides eligible projects with 0% interest, deferred mortgage loans for up to 50% of project costs (owner-occupied) and 25% of project costs for non-owner-occupied properties. Projects shall meet minimum housing standards (as defined by the U.S. Department of Housing and Urban Development).

Maximum \$15,000 loan and minimum project cost of \$3,000 (minimum \$1,500 loan). 100% maximum total housing debt to after renovation value.

Applications are accepted up to twice per calendar year, per property. Total loan amount provided cannot exceed \$15,000 over a 5 year period, per property and/or owner. Non-refundable application fee = \$100.

All work must meet local, state and national standards including but not limited to lead and asbestos standards. Projects must be substantially completed within twelve (12) months of grant approval.

Eligible Properties

Property eligibility during the pilot period of this program will be dependent on location and assessed value as determined by the City of Neenah. The property must be located within the Program Eligibility Map (see Appendix A) and the total assessed property value must be at \$209,000 or lower (1-unit structure) or \$267,000 or lower (2-unit structure).

Properties with open municipal code violations, unpaid special assessments, and/or unpaid property taxes are ineligible until violations are corrected, or taxes are paid. Projects addressing building code violations may be considered on a case-by-case basis.

Eligible Projects – Conversions

Conversion of multi-family structure to single-family home.

Eligible Projects – Interior

Interior heating, electrical and plumbing projects, including kitchen and bathroom remodeling projects. New appliances are not an eligible expense.

Eligible Projects - Exterior

1. Removal and replacement of front porches, stoops and railings, and exterior lighting.
2. Re-roofing and re-siding of the dwelling, garages and accessory buildings.
3. Exterior painting of dwelling, garage and accessory buildings.
4. Replacement of gutters, soffit, fascia, windows and doors on dwelling and garage, lead hazard removal, and foundation repair projects.
5. Exterior restoration of historically-significant residences.
6. Repair, replacement, and installation of paved driveways (maximum city match of \$2,500)
7. Garage construction.

Ineligible projects include projects initiated prior to City of Neenah approval.

ADDITIONAL PROGRAM DETAILS

Eligible Property Requirements

Property eligibility during the pilot period of this program will be dependent on location and assessed value as determined by the City of Neenah. The property must be located within the Program Eligibility Map (see Appendix A) and the total assessed property value must be at \$209,000 or lower (1-unit structure) or \$267,000 or lower (2-unit structure).

Ineligible Properties

A property which has any one or more of the following conditions is ineligible for the **Houses Into Homes Program**:

- A. The property is not located within the municipal boundaries of the City of Neenah.
- B. The owner of the property is delinquent on any debt, fees or taxes owed to the City of Neenah.
- C. A property that has an open Code/Building/Zoning Enforcement case(s). Applications that are submitted for projects that will lead to the closure of such cases may be considered on a case-by-case basis.

Tax-exempt properties will be considered on a case-by-case basis.

Eligible Projects

Eligible projects shall be comprehensive and may include the following items, but are not limited to:

- A. Bringing non-compliance features up to code.
- B. Replacing the roof.
- C. Repair/Replacing windows.
- D. Exterior masonry repair/replace.
- E. Front porch repair.
- F. Replace/repair existing siding.
- G. Install guards and handrails.
- H. Paving driveways that are currently non-conforming.
 - I. Demolition and removal of structures deemed dilapidated by the City Building Inspector as part of a larger project.
- J. Repair or replacement of gutters, trim, soffit and/or fascia as part of a comprehensive exterior renovation including but not limited to siding and/or roof.
- K. Lead and asbestos remediation.
- L. Shrubs and Trees within the front yard.
- M. Other projects may be eligible for reimbursement upon approval of the Community Development Department.
- N. Additions or added architectural features that will enhance the character of the home.
- O. Paint/Stain projects. For these projects, applicants are required to scrape and prime all surfaces prior to painting or staining. Photo documentation of the finished prep work is required.
- P. Additional projects permitted for Refresh and Renew Program include foundation repair, interior remodel, and upgrading electrical, plumbing and, mechanical systems.

Properties with historically significant features may be required to retain these property characteristics.

Matching Funds

Applicants may use any non-City source for matching funds which includes other loans or grants. Note: maximum total housing debt to after renovation value will be considered during the application review process.

Program Budget

The Community Development Department will determine a yearly program budget. At the full expenditure of these budget funds, no other applications will be approved until the next budget cycle.

Ineligible Grant/Loan Expenditures

Items/projects that are not eligible for reimbursement under the program include, but are not limited to, the following:

- A. The repair or replacement of dog houses or any other structure for animals.
- B. Any interior project to the detached garage or accessory building.
- C. Rental companies or other organizations may not use this program to reimburse their own staff's labor expenses.
- D. Materials that have been purchased or projects that are underway prior to the issuance of a signed Contract for Services and Award Letter by Community Development Staff.
- E. The purchasing of permanent equipment or tools (ladder, paint sprayers, etc.).
- F. Proposed projects that are solely demolition.
- G. Project costs that demolish a structure or part of a structure and do not replace the structure in kind.

Labor

Any Refresh and Renew Program project or any Curb Appeal Program project valued above \$2,500 must employ professional labor. Projects done by non-professional labor (besides Curb Appeal Program projects under \$2,500) shall not be considered for loan/grant dollars.

- A. All receipts or invoices must be submitted by or on behalf of the contractor selected for the project.
- B. Professional labor is considered work done by an individual who is trained and engaged in such work for a career.

All work must meet local, state and national standards including but not limited to lead and asbestos standards.

Loan Assistance Board Approval

The Loan Assistance Board shall review and approve all applications that meet minimum qualifications for the Refresh and Renew Program. The Community Development Department will make a recommendation to the Loan Assistance Board on all projects. The recommendation will be considered by the Loan Assistance Board for approval or denial of the project. The following criteria will be taken into consideration by the Community Development Department and the Loan Assistance Board:

- The applicant's financial history.
- The project scope and quality.
- The neighborhood impact of the project.

Comprehensive Projects

All Refresh and Renew loans must be tied to a comprehensive project. A comprehensive project is a project that has one area of the home or a singular goal for renovation. For example, a kitchen remodel or home addition would be comprehensive projects. Projects that cover many areas of the home and do not achieve a singular home renovation goal may not be allowed.

Project Extensions

Upon request of the property owner of an approved project, the Community Development Department may consider granting a 6-month extension providing extenuating circumstances are documented. A property owner must notify the Community Development Department prior to the end of the contractual timeline.

Marketing Funds

Funds shall be budgeted annually within the Community Development operating budget to market and advertise the Houses Into Homes Program.

Program Amendments

The Community Development Department may make periodic updates or changes to the program as appropriate.

Application Process: Curb Appeal

The Community Development Department will ensure that applications are complete and inform applicant of status throughout the project completion process.

- Applicant submits Eligibility Application to the Community Development Department which must include current photos of the project area.
- The Community Development Department contacts applicant to discuss project and qualifications within 10 (ten) days of application submission.
- For Curb Appeal projects valued up to \$2,500, applicant provides a cost estimate for the project. For Curb Appeal projects valuing over \$2,500, applicant obtains and provides minimum of two quotes for professional labor. A timeline must be submitted. The Community Development Department will approve/deny Curb Appeal application.
- If project application is approved:
 - Owner completed projects (projects valued at no more than \$2,500):
 - Owner executes grant contract and obtains all necessary permits.
 - After work is completed, applicant informs the Community Development Department. The Community Development Department will coordinate an inspection of the completed project which could include inspections by Building Inspections and Assessments.
 - Applicant provides project receipts to the Community Development Department.
 - After work is fully completed and inspections approved, the Community Development Department coordinates final payment to applicant.
 - Contractor completed projects:
 - Owner executes grant contract with preference to the lowest qualified contractor quote.
 - Contractor submits proof of insurance and obtains all necessary permits.
 - After work is completed, applicant informs the Community Development Department who will coordinate an inspection of the completed project which could include inspections by Building Inspections and Assessments.
 - Applicant provides proof of 50% payment to contractor.
 - The Community Development Department coordinates final payment to contractor.

Application Process: Refresh and Renew

The Community Development Department will ensure that applications are complete and inform applicant of status throughout the project completion process.

- Applicant submits Eligibility Application to the Community Development Department which must include current photos or project area.
- The Community Development Department contacts applicant to discuss project and qualifications within 10 (ten) days of application submission.
- Applicant obtains and provides minimum of two quotes for contractor labor. A timeline must be submitted along with \$100 application fee.
- Application packets that meet minimum qualifications shall be presented to the Loan Assistance Board for approval/denial.
- If project is approved:
 - Owner executes mortgage and loan information with preference to the lowest qualified contractor quote.
 - Contractor submits proof of insurance and obtains all necessary permits.
 - After work is completed, applicant informs the Community Development Department who will coordinate an inspection of the completed project which could include inspections by Building Inspections and Assessments.
 - Applicant provides proof of 50% payment to contractor.
 - The Community Development Department coordinates final payment to contractor.
- If project is denied:
 - The Community Development Department will inform applicant within 48 hours after the Loan Assistance Board meeting.

APPENDIX A: PROGRAM ELIGIBILITY MAP





M E M O R A N D U M

TO: Mayor Lang and Members of the Common Council
FROM: James Merten, Traffic Engineer
DATE: February 9, 2024
RE: S. Commercial St. Reconstruction Project – Storm Sewer Amendment Request

Westwood Professional Services, design consultant for the 2025 S. Commercial Street reconstruction project, prepared a storm sewer design for the S. Commercial Street reconstruction project based on design standards required for Wisconsin Department of Transportation (WisDOT) highways. This resulted in a severe increase in the amount of proposed storm sewer infrastructure, adding significant cost to the project and maintenance over the long-term. City staff negotiated with WisDOT to adjust criteria to help reduce the number of structures while still providing adequate flood control. As this requires Westwood to make substantial changes to the model they have prepared, Westwood has put forth the attached change order in the amount of \$10,560. This amendment also includes revisions to a street corner to avoid a private sign relocation and real estate acquisition.

For reference, I've also attached a summary of the contract budget containing a list of project amendments approved to date.

Staff recommends authorizing Westwood Professional Services to perform a redesign of the storm sewer for the S. Commercial Street reconstruction project for an amount not to exceed \$10,560, which shall be funded with the S. Commercial Street design account.

Westwood

Westwood Infrastructure, Inc. Project Change Order Number 4

PROJECT NAME: S Commercial Street Reconstruction
PROJECT NUMBER: R3001439.00
CLIENT NAME: City of Neenah
DATE OF CHANGE ORDER: November 8, 2023
PROJECT MANAGER: Peggy Hawley

This Project Change Order between Client and Westwood is set forth pursuant to our Agreement to provide professional services effective *November 8, 2023*. The purpose of this Project Change Order is to modify the conditions and the scope of work as defined in the originally proposed services dated *January 7, 2022, and amended October 20, 2022, April 7, 2023 and June 27, 2023*.

1. REVISION REQUESTED BY: *James Merten*

2. REQUESTED REVISIONS:
 - A. *Redesign storm sewer with revised criteria.*
 - B. *Redesign the northwest quadrant of the Commercial St/Wright Ave intersection.*

3. REVISION TO FEES:

ITEM	METHOD	FEE	PROJECT
<i>CO #4</i>	<i>Lump Sum</i>	<i>\$10,560.00</i>	<i>R3001493.00</i>
<i>CO #3</i>	<i>Lump Sum</i>	<i>\$ 10,900.00</i>	<i>R3001493.02</i>
<i>CO #2 Title searches</i>	<i>Lump Sum</i>	<i>\$ 14,000.00</i>	<i>R3001493.00</i>
<i>CO #2 Commercial St and Winneconne Design</i>	<i>Lump Sum</i>	<i>\$ 38,900.00</i>	<i>R3001493.02</i>
<i>CO #1</i>	<i>Lump Sum</i>	<i>\$ 10,180.00</i>	<i>R3001493.00</i>
<i>Original Contract – Design Services</i>	<i>Lump Sum</i>	<i><u>\$421,840.00</u></i>	<i>R3001493.00</i>
<i>New Design Services Total</i>	<i>Lump Sum</i>	<i>\$506,380.00</i>	
<i>Real Estate Acquisition</i>	<i>Unit Price</i>	<i><u>\$135,600.00</u></i>	<i>R3001493.01</i>
<i>NEW CONTRACT TOTAL</i>		<i><u>\$641,980.00</u></i>	

4. COMMENTS/ASSUMPTIONS: See Attachment A

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this Change Order to the Agreement shall serve and may be relied upon as an original.

WESTWOOD INFRASTRUCTURE, INC.

Signature 

Name: Barry Morgan

Date: November 8, 2023

CITY OF NEENAH

Signature _____

Name: _____

Date: _____

Project Description

The Commercial Street Reconstruction project requires changes to the storm sewer and the northwest quadrant of the intersection of Commercial Street and Wright Avenue.

Project Scope

Westwood will provide the following professional services for the project.

Storm Sewer Design

- Redesign storm sewer to flood the edge of the two-way left turn lane instead of half the driving lane.
- Update storm sewer models
- Update storm sewer sheets

Commercial Street and Wright Avenue

- Redesign northwest quadrant using 17' radius to avoid impacting sign.
- Update horizontal design.
- Update paving grades.
- Update curb ramp design.
- Update right of way plat.

Schedule

- No change to the project schedule.

2025 South Commercial Street Reconstruction Project

Budget Summary

Description	Account	2022	2023	2024	2025	Sum	Contract Allocation	Expenses Paid to Date
S Commercial St Design	012-4322-743-0236	\$ 250,000	\$ 250,000	\$ 100,000		\$ 600,000	\$ 552,595	\$ 471,466
S Commercial St Real Estate	012-4322-743-0644			\$ 150,000		\$ 150,000	\$ 135,600	\$ 11,609
S Commercial St Construction	012-4322-743-0236				\$ 2,210,000	\$ 2,210,000	\$ -	\$ -
Commercial/Winneconne Real Estate	012-4332-743-0644		\$ 115,000			\$ 115,000	\$ 10,900	\$ -
Commercial/Winneconne Construction	012-4332-743-0236			\$ 100,000		\$ 100,000	\$ -	\$ -
Sum	---	\$ 250,000	\$ 365,000	\$ 350,000	\$ 2,210,000	\$ 3,175,000	\$ 699,095	\$ 483,075

Contract Summary

Description	Consultant	Approval Date	Amount	Account	Budget Item
Original Contract - Design	Westwood Infrastructure	01/07/22	\$ 421,840	012-4322-743-0236	S Commercial St Design
Original Contract - Real Estate	Westwood Infrastructure	01/07/22	\$ 135,600	012-4322-743-0644	S Commercial St Real Estate
WisDOT Oversight Services^	WisDOT	---	\$ 22,000	012-4322-743-0236	S Commercial St Design
Archaeology Survey	Westwood Infrastructure	10/19/22	\$ 10,180	012-4322-743-0236	S Commercial St Design
Commercial/Winneconne ICE	MSA Professional Services	10/19/22	\$ 13,800	012-4322-743-0236	S Commercial St Design
Additional Title Fee Searches	Westwood Infrastructure	04/05/23	\$ 14,000	012-4322-743-0236	S Commercial St Design
Commercial/Winneconne - Design	Westwood Infrastructure	04/05/23	\$ 38,900	012-4322-743-0236	S Commercial St Design
Commercial/Winneconne - Real Estate*	Westwood Infrastructure	04/05/23	\$ 10,900	012-4332-743-0644	Commercial/Winneconne Real Estate
Hazardous Materials Investigation	MSA Professional Services	04/21/23	\$ 31,875	012-4322-743-0236	S Commercial St Design
Storm Sewer Adjustments	Westwood Infrastructure	Requested	\$ 10,560	012-4322-743-0236	S Commercial St Design

^ WisDOT charges for oversight services for local projects. WisDOT has indicated these fees shall not exceed \$22,000 for this project.

* Council approval specified account #012-4322-743-0236, however account #012-4332-743-0644 was already provided for real estate acquisition associated with this project.



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: February 9, 2023
TO: Mayor Lang and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: Bridge over Neenah Creek – Consultant Contract Amendment

During design work on the Neenah Creek Bridge for the Bridgewood Apartment development, some discrepancies were encountered among the various hydraulic models used along Neenah Creek that needed to be resolved in order to get the bridge permitted. The work needed was outside of the original scope of services on the bridge design contract because the expectation was that existing models would correspond. That was not the case.

Attached is Amendment #1 for the additional hydrologic work that was needed for us to get DNR approval and eventually FEMA approval. The total amendment is for \$31,600.

The original contract with GRAEF for design and construction administration was for \$149,878.39. With the amendment, the revised contract amount is \$181,478.39.

Staff recommends Council approve Contract Amendment 1 for design and construction administration services on the Neenah Creek Bridge with GRAEF-USA, Inc. in the amount of \$31,600.

AMENDMENT NO. 1
TO
AGREEMENT
BETWEEN
CITY OF NEENAH (CLIENT)
AND
GRAEF-USA INC. (GRAEF)
FOR
PROFESSIONAL SERVICES

This Amendment No. 1 to the Basic Agreement dated July 19, 2022, by and between Graef-USA Inc., (GRAEF) and City of Neenah, CLIENT, provides for additional scope of services, revisions to date of completion of services, and payment for additional services, in addition to those provided in Basic Agreement, for the project identified as Neenah Creek Bridge, and referred to hereinafter as the "Project."

1.1 SCOPE OF SERVICES

1.1.1 Scope of Services to be provided by GRAEF to CLIENT in addition to those included in the Basic Agreement is hereby amended to add the following services:

- 1.1.1.1 4. Preliminary Design
- b. Hydraulic analysis
 - 1.) Complete review of Jewelers Park Trail and Bridgewood Subdivision hydraulic reports.
 - 2.) Combine Neenah Creek Bridge, Jewelers Park Trail and Bridgewood Subdivision hydraulic models into one model for submission to FEMA.
 - 3.) Prepare graphic easement.
 - 4.) Submit CLOMR Based on New Hydrology, Bridge, Culvert, Channel or Combination (\$6500 FEMA fee)
 - 5.) Submit LOMR Based on As-Built Information Submitted as a Follow-up to a CLOMR to FEMA (\$8000 FEMA fee)

1.2 RESPONSIBILITIES OF CLIENT

1.2.1 Responsibilities of CLIENT included in Basic Agreement are hereby amended to provide the following additional items in a timely manner so as not to delay the services of GRAEF:

1.2.1.1 Client is responsible for any additional FEMA fees as required for the CLOMR and LOMR submittals. CLOMR application fee is expected to be \$6,500.00. LOMR application and review fee is expected to be \$8,000.00. See table below from FEMA website.

Requests for Map Changes Requiring Special Technical Review	Paper Form Fee	Online LOMC Fee
CLOMR Based on New Hydrology, Bridge, Culvert, Channel or Combination Thereof	\$6,750	\$6,500
CLOMR Based on Levee, Berm or Other Structural Measures	\$7,250 (plus \$60/hr)	\$7,000 (plus \$60/hr)
LOMR Based on Bridge, Culvert, Channel, Hydrology, or Combination Thereof	\$8,250	\$8,000
LOMR Based on Levee, Berm or Other Structural Measures	\$9,250 (plus \$60/hr)	\$9,000 (plus \$60/hr)
LOMR Based on As-Built Information Submitted as a Follow-up to a CLOMR	\$8,250	\$8,000
LOMR Based Solely on Submission of More Detailed Data	Free	Free
LOMR/CLOMR Based on Structural Measures on Alluvial Fans	\$7,250 (plus \$60/hr)	\$7,000 (plus \$60/hr)

1.3 SCHEDULE OF SERVICES

1.3.1 Schedule to provide services as stated in Basic Agreement and Amendments thereto shall be amended and the completion date for Basic Agreement shall be extended to June 30, 2024.

1.4 PAYMENT FOR SERVICES

1.4.1 Compensation for review of Jewelers Park Trail and Bridgewood Subdivision hydraulic reports and creating an overall hydraulic model of Neenah Creek Bridge, Jewelers Park Trail and Bridgewood Subdivision, an addition cost of \$18,100.00.

1.4.2 Compensation for preparing prepare graphic easement, FEMA CLOMR application and support documentation, FEMA LOMR application and support documentation, an additional cost of \$13,500.00.

1.4.3 Total compensation for Amendment #1 is \$31,600.00.


1.4.4 The additional services outlined in this Amendment #1 are covered by the Terms and Conditions that were attached to the original executed contract.

To accept this proposal for additional Basic Services, please sign and date and return one copy to us.
Please call us at 920-405-3825, if you have any questions regarding this proposal.

City of Neenah

Graef-USA Inc.

(Signature)



(Signature)

(Title)

Vice President

(Title)

(Date)

11/16/2023

(Date)



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: February 9, 2024
TO: Mayor Lang and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: Douglas Pond – Contract for Design Services

On February 2, I provided Council with a review of the professional services used to date for analysis and plan development for the Douglas Pond. I had authorized contracting with Westwood Professional Services for those services because of their knowledge of the Commercial Street area due to their storm sewer and street design work along with their knowledge of the Harrison Pond watershed due to their assistance with hydraulic modelling on that project.

In the last couple of weeks, we have been in discussion with them regarding additional work needed due to design changes resulting from the discussions with the Parks & Recreation Commission and continued staff evaluation of the project. Given the additional work and the concerns expressed at the January 30 PSSC meeting about the approval process used for contracted services, we arranged with Westwood to end the prior agreement and start fresh with a contract for services necessary to bring the final plans and specifications to completion. The scope of work and fee proposal sections of the contract are attached.

The scope provided involves changes both to the pond layout and to the storm sewer piping leading to the pond – including changes to the S. Commercial Street storm sewer design. The scope also includes submittals for the permitting necessary to construct the project.

Staff recommends that Council approve the contract with Westwood Professional Services for design services on the Douglas Pond at a cost of \$45,300.

EXHIBIT A SCOPE OF WORK & FEE PROPOSAL

SCOPE OF SERVICES

Please see the attached concept plan for a visual of the scope of work.

1. Storm sewer changes:
 - a. Reroute the storm sewer along Commercial Street from Division Street to Douglas Street to flow south.
 - i. Revise Commercial Street (State Project ID 4993-01-01) plan sheets to reflect these changes.
 - b. Design an inlet into the pond from Douglas Street through the Douglas Park entrance.
 - c. Revise the design for the pond inlet/outlet storm sewer through the Galloway semi-parking area based on:
 - i. Changes to the general pond concept,
 - ii. Changes to the Commercial Street storm sewer layout,
 - iii. The wetland delineation and other new identified design parameters, and
 - iv. Future Galloway semi parking area.
2. Forcemain rerouting design of new C900 pipe and abandoning approximately 265 LF of ductile iron pipe from the intersection of Division Street and Commercial Street through the Galloway semi-parking area to the park.
3. Sanitary sewer rerouting design along Douglas Street for approximately 325 LF.
4. Pond and general site changes:
 - a. Revise overall design concept from dry pond to a wet pond without a forebay.
 - b. Adjust location and geometry of the pond based new design parameters including:
 - i. The wetland designation and impacting less than 10,000 SF of wetlands.
 - ii. Trees to be saved.
 - iii. Revisions to the trail layout and elevation requirement of 1-ft below existing grades or in an appropriate manner to maintain drainage to the pond.
 - iv. The parking addition in the Galloway semi parking area, and
 - v. The new storm sewer configurations for the pond inlets and outlet.
 - vi. Additional storm sewer in the southeast area of the parcel and north of the existing playground to drain existing low areas, if applicable.
 - c. Additional grading, typical sections, and/or other details for trails constructed beyond the general pond grading limits.

5. Prepare Specifications not covered by City of Neenah Standard Specifications, Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, Current Edition, or Standard Specifications for Sewer & Water Construction in Wisconsin.
 - a. Aluminum Fence
 - a. Ledgerrock for Hot Water Discharge
 - b. Rock landscaping at Galloway
 - c. Apron Endwall Trash Guard

6. Permit Submittals
 - a. WDNR sanitary sewer extension permit for forcemain and gravity sewers.
 - b. ECWRCP Water Quality Management Plan '208'
 - c. WDNR Stormwater Construction Permit (NOI)

ADDITIONAL SCOPE OF WORK

The following services are not initially included in this proposal, but should they be required, could be provided with email authorization at the rates listed below. Additional work scope items would be as follows:

1. Design storm sewer into and out of the northwest corner of pond.
2. Study or design related to hot water discharge pipe effect on the pond.
3. Boundary survey.
4. Topographical Survey.
5. Post construction topographic surveys.
6. Specifications not listed in Scope.
7. Bidding documents.
8. Environmental engineering.
9. Soil Borings per Wet Detention Pond WDNR Technical Standard 1001.
10. Clay liner design.
11. Geotechnical engineering.
12. Property or easement acquisition.
13. Utility coordination.
14. Construction services including, but not limited to, staking and inspections.
15. Construction traffic control plan.
16. Project revisions due to a change in scope by Client or Owner.
17. Any other services not listed in the Scope of Services.

CLIENT RESPONSIBILITIES

The City shall perform and/or provide the following in a timely manner so as not to delay the Services of the Consultant. Unless otherwise provided in this scope, Client shall bear all costs incidental to compliance with the following:

1. Provide land use and storm sewer mapping.
2. Provide access to the site.
3. Prepare and file permits necessary for construction with the exception of those listed in the Scope of Work.
4. Answer questions and provide input.
5. Provide additional information for the utilities along Douglas Street as well as a topographical survey.
6. Provide sewer and water lateral information along Douglas Street.
7. Provide all utility coordination associated with the project.
8. Provide input on specifications listed in the Scope.
9. Provide City of Neenah Standard Specifications.
10. Provide and/or coordinate with Galloway to obtain/determine the following:
 - a. All required easements/permits associated with work for/through the Galloway semi parking area/property.
 - b. Where applicable, identify areas that are to be fully and permanently restored as part of this project compared to areas that will be restored with temporary “patching” until completed with the Commercial Street project.
 - c. Proposed cross sections for asphalt and concrete pavement and subgrade. Provide permanent and temporary restoration conditions if applicable.
 - d. Proposed landscaping/hardscape in landscape island near Commercial Street sidewalk. Provide permanent and temporary restoration conditions if applicable.
11. The City shall provide input on general wet pond design standards that are desired in addition to or in place of the typical DNR standard specifications. These could include, but are not limited to, the desired pond depth (max/min), pond slopes (above and below the permanent pool), safety shelf specifications, additional safety measures, etc.
12. Provide all review fees required by any agency or reimburse Westwood at cost.

DELIVERABLES

The following shall be prepared:

Package 1: Pipes under Galloway Parking Lot – NE pipe plan set

1. Prepare and furnish construction plans for the NE inlet and outlet pipes under Galloway parking lot, in AutoCAD 2022 (xml files) and .pdf format, for the following:
 - a. Coversheet
 - b. General Layout and Site Plan

- c. Forcemain Plan and Profile from Division Street to park connection.
- d. Storm Sewer Plan and Profile
 - i. Pond outlet pipe: from the temporary manhole on Commercial Street to the upstream manhole located outside of the Galloway semi parking area.
 - ii. Pond inlet pipe: from a stub in the Commercial Street right-of-way to the downstream manhole located outside of the Galloway semi parking area.
- e. Erosion Control Plan
- f. Construction Details
2. Prepare Specifications for Rock landscaping at Galloway.
3. Prepare plan Quantities and project probable cost.
4. Prepare and submit Permit applications for ECWRPC and WDNR for the forcemain.

Package 2: Wet Detention Pond

1. Prepare and furnish construction plans for the pond, in AutoCAD 2022 (xml files) and .pdf format, for the following:
 - a. Coversheet
 - b. General Layout and Site Plan
 - c. Grading Plan and Pond Cross Sections
 - d. Storm Sewer Plan and Profiles
 - e. Douglas Street Sanitary Sewer Plan and Profile
 - f. Erosion Control Plan
 - g. Construction Details
2. Prepare DNR WDNR Stormwater Construction Permit (NOI).
3. Prepare and submit Permit applications for ECWRPC and WDNR for the storm sewer.
4. Prepare plan Quantities and project probable cost.
5. Stormwater Management Report for Douglas Pond and Updated Harrison Pond
6. Prepare Specifications not covered by City Standard Specifications or Standard Specifications for Sewer & Water Construction in Wisconsin.
 - a. Aluminum fence
 - d. Ledgerrock for Hot Water Discharge
 - e. Apron Endwall Trash Guard

PROJECT SCHEDULE

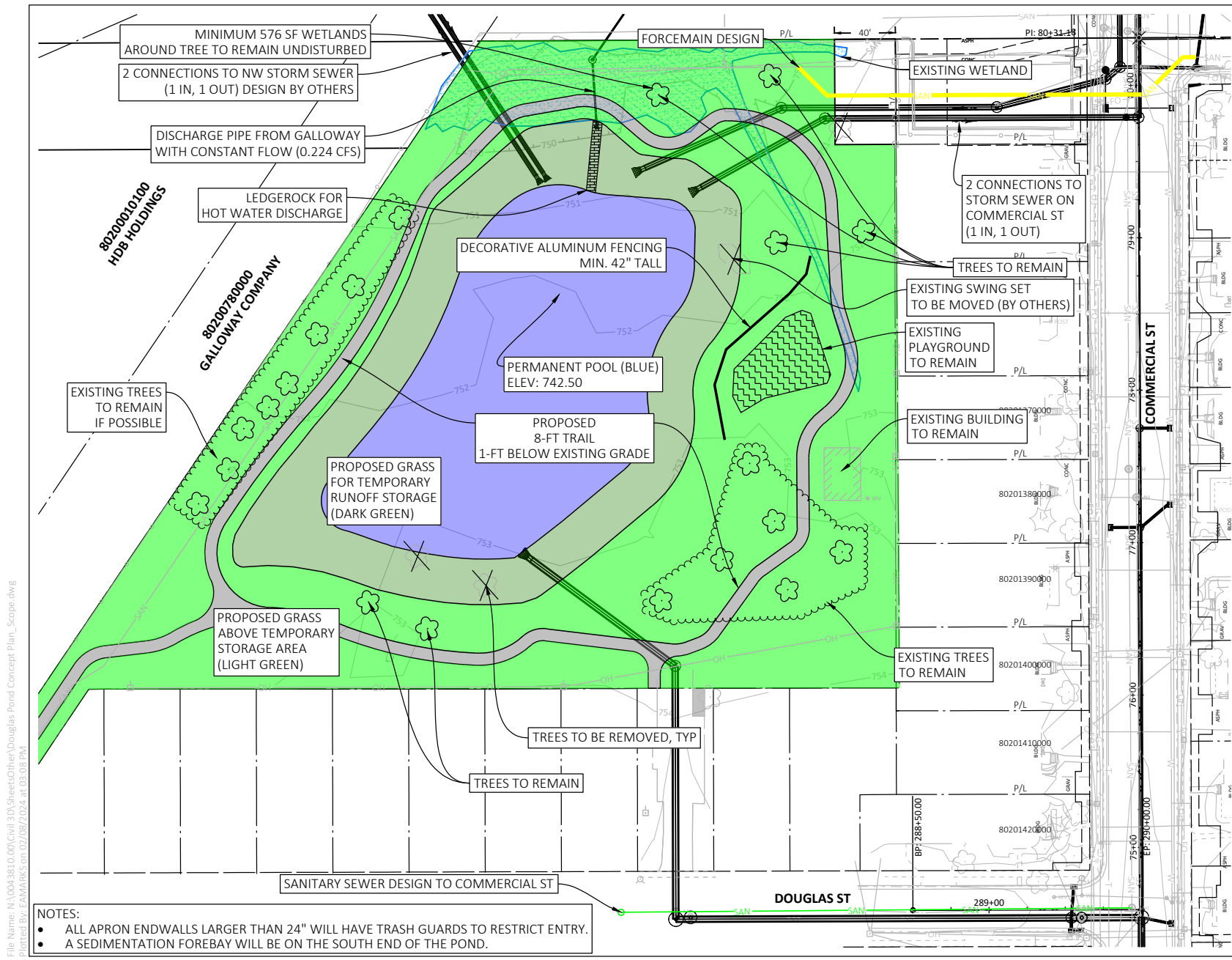
1. Notice to Proceed is understood to be this Project Change Order signed, dated, and fully executed by both Client and Westwood.
2. Package 1:
 - a. Plans, quantities, opinion of probably cost, and specifications shall be submitted to Client 10 business days after the Notice to Proceed.
 - b. Water Quality Management Plan '208' application shall be submitted to ECWRPC 5 business days after the Notice to Proceed.
 - c. WDNR sanitary sewer extension permit application for forcemain shall be submitted within 3 business days of receiving ECWRPC's Water Quality Management Plan '208.'

3. Package 2:

- a. WDNR sanitary sewer extension permit application for gravity sewer shall be submitted by March 15, 2024.
- b. Plans, quantities, opinion of probably cost, specifications, and Stormwater Management Report shall be submitted to Client by April 5, 2024.
- c. WDNR Stormwater Construction Permit (NOI) application shall be submitted by April 5, 2024.

PROJECT FEES

Based on our current schedule of fees, Westwood professional Services perform the scope of services for a lump sum fee of \$45,300.00. Client is responsible for all review fees required by any agency or reimburse Westwood at cost.



- NOTES:**
- ALL APRON ENDWALLS LARGER THAN 24" WILL HAVE TRASH GUARDS TO RESTRICT ENTRY.
 - A SEDIMENTATION FOREBAY WILL BE ON THE SOUTH END OF THE POND.

File Name: N:\0043810.00\Civil\3D\Sheets\Other\Douglas Pond Concept Plan_Scope.dwg
 Plotted By: EAMARKS on 02/08/2024 at 03:08 PM

Westwood
 800 735 6600 One Science Drive
 920 850 0100 Appleton, WI 54914-1654
 www.westwood-engineers.com
 Westwood Infrastructure, LLC

**DOUGLAS PARK POND
 SITE DEVELOPMENT
 NEENAH, WI**

REV.	DATE	DESCRIPTION

CONCEPT PLAN

PROJECT MANAGER
EAM

PROJECT NO.
0043810.00

DATE
02/08/2024

SHEET NO.

0 30 60
SCALE - FEET

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**CITY OF NEENAH
FINANCE AND PERSONNEL COMMITTEE MEETING
Monday, February 12, 2024 – 6:00 pm
Hauser Room, Neenah City Administration Building
211 Walnut Street, Neenah, Wisconsin**

MINUTES

The meeting was called to order by Chairman Erickson at 6:01 pm.

Present: Chairman Erickson; Aldermen Borchardt, Boyette, Skyrms, and Steiner, Mayor Lang, Director of Finance Rasmussen, Director of Community Development Haese, City Attorney Rashid, and City Clerk Nagel. Also present was Alderman Lendrum

Absent/Excused: None.

Public Appearances: None.

Minutes: Motion/Second/Carried Borchardt/Steiner to approve the minutes from January 8, 2024 Regular Meeting and January 17, 2024 Special Meeting as presented. All voting aye.

Tax Incremental District #12 Development Agreement (Attachments) (Haese)

Motion/Second/Carried Borchardt/Skyrms to recommend Council approve Tax Incremental District #12 Development Agreement Development Agreement with Bridgewood Holdings of Neenah, LLC to assist with the construction of 40 new guest rooms and ancillary improvements to the Bridgewood Resort Hotel and Conference Center at 1000 Cameron Way as presented. All voting aye.

Report

Discussion: The proposed development agreement is for the planned expansion of the Bridgewood Resort Hotel and Conference Center at 1000 Cameron Way. The project will add 40 rooms to the existing 95 room facility. The three-story addition will extend easterly from the approximate midpoint of the building. The overall project will also include a small addition to the Batley Bar and Grill, a secondary elevator, remodeling of the hotel lobby and additional parking. A five-foot sidewalk will also be constructed from the hotel, adjacent to Cameron Way, to the Jeweler's Drive Trail. Due to the unsuitable soil conditions and the need to mitigate wetlands and floodplain challenges, Bridgewood Holdings has requested Tax Incremental Financing assistance to ensure a financially feasible project.

Overall, the city will provide Tax Incremental Financing (TIF) to support the development. The but-for test criteria were discussed. This project has the challenge of wetland and flood plan mitigation due to the construction of the previous golf course. TIF 12 is a successful TIF with no reason to believe that it will not continue to be. Bridgewood Resort is the city's number 1 tourist attraction bring with it many ancillary benefits to the city as a whole.

2024 Special Assessment Interest Rate (Attachments) (Rasmussen)

Motion/Second/Carried Borchardt/Skyrms to recommend Council approve an interest rate of 5% for 2024 special assessments paid in installments. All voting aye.

Report

Discussion: Per the direction of the 2015 Common Council, the Finance and Personnel Committee, together with the Council, shall review, by March of each year, the special assessment installment interest rate. The economic and interest rate environments have changed to significantly higher rates are than this time last year. Considering the City's cost of money for its own borrowed funds for 2024, there would be an unnecessary burden to affected property

owners with an interest rate at said level. However, the rate should generally reflect the change in the interest rate environment over the past year and the increase of the City's cost to borrow money. With the fluctuating market, the recommendation is to remain stable at an interest rate of 5% for 2024 special assessments paid in installments. The 5% interest rate recommendation is in line with surrounding Winnebago County municipalities.

Fiscal Matters: November 2023 Vouchers (Attachments) (Rasmussen)

Motion/Second/Carried Borchardt/Steiner to approve and place on file the November 2023 vouchers as presented. All voting aye.

Motion/Second/Carried Borachardt/Skyrms to adjourn the meeting 6:26 pm. All voting aye.

Respectfully submitted,



Charlotte Nagel
City Clerk

Info



M E M O R A N D U M

DATE: February 7, 2024
TO: Chairman Erickson and Finance and Personnel Committee Members
FROM: Chris A. Haese, Director of Community Development and Assessment
RE: **Tax Incremental District #12 Development Agreement**

Attached for your review and consideration is a proposed Development Agreement for the planned expansion of the Bridgewood Resort Hotel and Conference Center at 1000 Cameron Way. The project will add 40 rooms to the existing 95 room facility. The three-story addition will extend easterly from the approximate midpoint of the building. The overall project will also include a small addition to the Batley Bar and Grill, a secondary elevator, remodeling of the hotel lobby and additional parking. A five-foot sidewalk will also be constructed from the hotel, adjacent to Cameron Way, to the Jeweler's Drive Trail. Due to the unsuitable soil conditions and the need to mitigate wetlands and floodplain challenges, Bridgewood Holdings has requested Tax Incremental Financing assistance to ensure a financially feasible project.

In summary, the proposed Development Agreement contains the following points:

- Bridgewood Holdings will construct a 40-room addition to the hotel that will achieve a minimum value of \$1.5 million and an anticipated overall incremental value of \$3 million.
- Project construction will begin in 2024 and completed within 12-18 months.
- Bridgewood Holdings will construct and own a five-foot sidewalk from the development site, along the north side of Cameron Way, to the Jeweler's Drive Trail.
- The City will provide a maximum of \$630,000 of Tax Incremental Finance assistance to support the development. The assistance will be provided in an annual payment from the additional tax revenue collected on the project. Payments are projected to continue for 17 years.

Appropriate action is to recommend Council approve the Tax Incremental District No.12 Development Agreement with Bridgewood Holdings of Neenah, LLC to assist with the construction of 40 new guest rooms and ancillary improvements to the Bridgewood Resort Hotel and Conference Center at 1000 Cameron Way.

**TAX INCREMENT DISTRICT NO. 12
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is dated as of the ____ day of February 2024 by and between Bridgewood Holdings of Neenah, LLC / B and L Holdings of Neenah LLC , Wisconsin companies (the “Developer”) and the CITY OF NEENAH, a Wisconsin municipal corporation (the “City”).

RECITALS

City and Developer acknowledge the following:

A. Developer owns real property located within the City and described on Exhibit A, attached hereto (the “Property”). The Property is comprised of approximately 14.3 acres of improved property that includes a 95 room hotel, conference space and attached full-service restaurant. The property requires significant grading, infrastructure improvements and subsoil modifications prior to further development.

B. In 2022 the City created Tax Increment District No. 12 (the “District” or “TID 12”) pursuant to Section 66.1105, Wis. Stat. (the “Tax Increment Law”) and approve a plan for the redevelopment of the District (the “District Plan”). The Property is included within the boundaries and plans for redevelopment of Tax Increment District No. 12.

C. Subject to obtaining assistance set forth herein, the Developer intends to undertake further development of their Property (the “Development Project”) that will increase its value and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole. The Development Projects will be consistent with the District Plan for TID No. 12.

D. The City desires to encourage economic development including the elimination of slum and blight, expand its tax base, and create new jobs within the City, the District and the Property. The City finds that the further development of the Property and the fulfillment, generally, of the terms and

conditions of this Agreement are in the vital and best interests of the City and its residents and serve a public purpose in accordance with state and local law.

E. The Development Project would not occur as shown on Exhibit B without the use of Tax Incremental Financing. The City, pursuant to Common Council Action dated _____, has approved this Agreement and authorized the execution of the Agreement by the proper City officers on the City's behalf.

F. The Developer has approved this Agreement and authorized Richard Batley, Member, to execute this Agreement on the Developer's behalf.

G. All terms that are in upper case but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

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.

ARTICLE 1 PURPOSES - DEFINITIONS

1.1 Purpose of Agreement. The parties have agreed upon a plan for redevelopment of the Development Area (the "Development"). The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the land will take place.

1.2 Definitions. The terms listed below shall be defined for the purposes of this Agreement as follows:

1.2.1. **"City"** means the City of Neenah, a Wisconsin Municipal Corporation. The City may also be referred to as the City of Neenah.

1.2.2. **“Contribution” or “City Contribution”** means the Tax Increment Revenue Financing payment made to the Developer by the City pursuant to Section 4.4 upon the satisfactory completion, on the part of all parties, of all undertakings as specified in Articles 3 and 4 as related to the Development Project.

1.2.3. **“Developer”** means Bridgewood Holdings of Neenah, LLC / B and L Holdings of Neenah LLC , Wisconsin Limited Liability Companies. .

1.2.4. **“Development Projects” or “Projects”** means the overall construction of the improvements and uses anticipated by the Development Plan and this Agreement for the Development Area.

1.2.5. **“Development Area”** means the sum of all property described in Exhibit A, and constitutes the total boundaries of the project for which this Agreement is provided.

1.2.6. **“Development Plan”** means the Development as shown on Exhibit B as improved by the site improvements outlined in Exhibit C and as further described by this Agreement.

1.2.7. **“Development Phase”** means remediation, site preparation work including site grading and wetland/floodplain mitigation, construction of site improvements and development as hereinafter described in Section 3.5.

1.2.8. **“Minimum Total Tax Value”** means the minimum Tax Increment Value required for the Development to be eligible for a City Contribution. The Minimum Total Tax Value for this Project is \$1.5 million (projected to be \$3 million total equalized assessed value).

1.2.9. **“Minimum Contribution”** means the minimum amount of the Contribution made by the City to the Project.

1.2.10. **“Site Plan”** means the specific physical layout of the Development Area as shown on the Development Plan as shown on Exhibit B attached hereto.

1.2.11. **“Tax Increment Base Value”** means the equalized value of Real and Personal Property of the Development Area on January 1, 2023 as certified by the State with the filing of Tax Incremental District No. 12, projected at \$8,588,000.

1.2.12. **“Tax Increment Value”** means the equalized value above the Tax Increment Base Value established for the Development Area as determined by the City of Neenah assessor. The equalized value is calculated by taking the assessed value reported by the City of Neenah Assessor that is certified by the State Department of Revenue times the aggregate ratio.

1.2.13. **“Tax Increment Revenue”** means the personal and real property tax revenue (as defined in Section 66.1105(2)(i) of the Wisconsin Statutes) generated by the Tax Increment Value generated by the Project.

1.2.14. **“TID #12”** means Tax Incremental District No. 12.

1.2.15. **“Zoning Code”** means Chapter 26 of the Code of Ordinances of the City of Neenah. The Zoning Code may also be referred to as the “Code”

ARTICLE 2 DESCRIPTION OF DEVELOPMENT AND CONTINGENCY FOR TID #12 CREATION

2.1 Development Area. The Development includes the land area described in full in Exhibit A as previously defined in the Agreement as the Development Area. The Development Area will be redeveloped and improved with a 40-room hotel addition, bar/restaurant expansion, sidewalk to Jewelers Mutual Trail, and ancillary improvements, with site improvements as described and depicted in the attached Exhibit C, on a timetable and with estimated property valuation as described in the attached Exhibit D.

**ARTICLE 3
UNDERTAKINGS OF THE DEVELOPER**

The Developer agrees that it shall:

3.1 Initiate, or cause to initiate by third parties, the Development Project and complete it in accordance with all applicable City zoning and building codes, fire codes, ordinances and regulations. The general components of the Development Project and the estimated timetable for completion of each component are set forth on Exhibit D, attached hereto. All project costs expended by Developer, including costs incurred before the date of this Agreement, and which are eligible for funding pursuant to §66.1105 of the Wisconsin Statutes, are referred to as “Developer Costs”. Developer Costs shall include, without limitation, costs for the construction of improvements, including hard and soft construction costs, professional fees, architectural fees, construction period interest, civil engineering fees, general contractor fees, infrastructure improvements, environmental remediation costs, demolition, parking facilities, and the clearing, grading and construction of the Development Project, and other costs permitted pursuant to Section 66.1105, Wis. Stat.

3.2 Developer warrants and represents to the City that but for the assistance to be provided by the City under Article 4, herein, Developer would not be able to proceed with the Project as specified on Exhibit B.

3.3 Developer or others shall prepare site plans, specifications, development timetables, and budgets for redevelopment and construction work to be undertaken in Development Phase.

3.4 Developer or others has presented an Implementation Plan for the Development Project, which is attached as Exhibit D.

3.5 Developer or others will implement or cause to be implemented the Development Project in the appropriate location of the Development Area as provided in Exhibits D that will have an estimated Tax Increment Value as follows:

3.5.1 Development Phase

<u>Project Name</u>	<u>Building Type</u>	<u>Legal Description</u>	<u>Estimated Increased Tax Increment Value</u>
	Hotel, Restaurant		\$3 million
Total			\$3 million

3.6 The City recognizes that in the current economic environment, approval of a Tax Increment District and approval of a Development Agreement may be necessary prior to the Developer obtaining full financing for this project. For the purpose of facilitating this joint approval process, the City will approve this Development Agreement with the contingency that prior to the City incurring any obligation to the Developer pursuant to the terms of this Agreement, the Developer shall:

3.6.1 Cooperate with the City to facilitate the City’s performance under Article 4.

3.6.2 Developer or others shall be responsible for obtaining all permits.

3.6.3 The Developer or others shall be solely responsible for the costs of the installation and maintenance of utilities and improvements within the Development Area, including, but not limited sanitary sewer, storm sewer, municipal water, gas, electric, cable TV, phone, street, curb, gutter and sidewalk. The Developer or others shall be solely responsible for complying with the State of Wisconsin’s prevailing wage rates where for all portions of the Development Plan that are to be dedicated to the public.

3.6.4 Developer or others shall provide to the City’s Community Development Director documentation from the Developer’s bank and/or other funding sources confirming that the Developer or others has the ability to permanently finance the Development Project before it commences.

3.6.5 Developer shall construct a sidewalk of five feet in width, minimum, from the westerly terminus of the project's parking area, west to intersect with the public trail (Jeweler's Mutual Trail) located adjacent to Neenah Creek and Jewler's Park Drive.

ARTICLE 4 UNDERTAKINGS OF THE CITY

The City agrees that it shall:

4.1 Appropriate sufficient funds for the performance of its obligations under this Agreement as described in this section.

4.2 City shall cooperate with Developer throughout the implementation of the Development Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

4.3 Make a Contribution to the Project, subject to all of the terms, covenants and conditions of the Agreement and applicable provisions of law, and as inducement by the City to Developer to carry out the Development Project, the City will provide payments to the Developer to assist with the Developer Costs, as provided below.

4.3.1 *Developer Costs –Development Project.* The City will provide payments to the Developer solely from future tax increments from the Development Area only to assist with Developer Costs. Upon approval of financing as outlined in Paragraph 3.6, TIF eligible expenditures incurred subsequent to the date of this agreement may be counted as reimbursable expenses. City and Developer agree that there will be no reimbursement for any activities prior to the date of this agreement, except as permitted by Wis. Stat. 66.1105.

4.3.2 *Development Cost Invoices.* The Developer shall submit to the City's Director of Community Development copies of original invoice documentation of eligible Developer Costs

to support \$1,500,000 for Development Phase for documentary support of the City's contribution from Tax Increment Revenue.

4.3.3 *Source of City Contribution.* As the sole source for payment of the City Contribution, the City agrees to pay Developer eighty percent (80%) of the Tax Increment Revenue attributable to the Property pursuant to this Agreement, based on taxes accrued through a date (the "Expiration Date") which shall be the earliest to occur of: (i) the date on which the City Contribution has been paid in full; or (ii) September 1, 2042.

4.3.4 *Maximum City Contribution.* The City's total contribution for Developer Costs shall be limited to a maximum of \$630,000 or 80% of the Tax Increment Revenue attributable to the Development Project through January 1, 2041, whichever is less, payable in installments over 17 years as provided hereunder. The City's Contribution will be provided to the Developer as follows: Each year beginning September 1, 2026 and continuing each September 1 thereafter until September 1, 2042, the City will pay to the Developer 80% of the Tax Increment Revenue received by the City attributable to the Development through 2041, provided that the Tax Increment Value of the Development Project also exceeds the Minimum Total Tax Value (\$1.5 million) defined in section 1.2.8 or the Developer enters into a payment in lieu of taxes (PILOT) agreement.

4.3.5 *City Contribution a Special and Limited Obligation.* Payments pursuant to this Agreement shall be a special and limited obligation of the City and not a general obligation.

4.4 *Developer Acknowledgment.* Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the City Contribution, Developer's recovery of the full amount of the City Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Development Project, the failure of the Development Project to generate the Tax Increment Revenue at the rate expected by Developer, reduction in Tax Increment

Revenue caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

4.5 City covenants to Developer that:

4.5.1 City shall not utilize more than twenty percent (20%) of the Tax Increment Revenue collected until such time the City Contribution has been paid in full, as previously indicated.

4.5.2 Until the City Contribution has been paid in full, or a sum sufficient to pay off the City Contribution has been set aside to cover payment of the City Contribution, the City shall not close the District prior to the Expiration Date. Upon the Expiration Date, or payment in full of (or a sum sufficient set aside to pay in full) the City Contribution, the City will be entitled to close the District and no liability shall remain from the City to the Developer upon expiration of the District.

4.6 This Section intentionally left blank.

4.7 This Section intentionally left blank.

**ARTICLE 5
TAX STATUS**

5.1 As long as the District is in existence, the Development Project including the land and all buildings and improvements thereon shall be owned and taxable for real estate tax, special assessment purposes and personal property taxes. The City may waive the above restriction upon execution of a payment in lieu of taxes (PILOT) agreement, on a form acceptable to the City, made between the City and the owner or lessee of an exempt Development Project.

**ARTICLE 6
NO PARTNERSHIP OR VENTURE**

6.1 Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

**ARTICLE 7
CONFLICT OF INTEREST**

7.1 No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

**ARTICLE 8
WATER AND WATER RELATED PUBLIC IMPROVEMENTS**

8.1 The City has already furnished water to the boundary of the Development. The Developer shall be solely responsible for the installation and maintenance of utility improvements to provide water service within the Development Project. Water service within the Development Project will be a public service. Public hydrants cannot be used for any purposes other than fire protection.

8.2 All plans and specifications for the design of the infrastructure and water improvements within the boundaries of the Development shall be subject to the approval of the City's Water Utility and, where necessary, Building Inspections, prior to the beginning of construction. Such approval shall not be unreasonably withheld.

8.3 Developer shall provide necessary easements for the maintenance and repair of the water distribution system.

**ARTICLE 9
SANITARY SEWER**

9.1 The City has already provided sanitary sewer to the boundary of the Development. The Developer shall be solely responsible for installing and maintaining sanitary sewer infrastructure on the Development including any necessary lift stations, force mains and other improvements from the Development to the City's existing infrastructure. Sanitary sewer service within the Development shall remain a private service.

9.2 Under any of the circumstances set forth herein, the City shall permit the Owner/Developer to connect with the City's sanitary sewer system at such reasonably accessible and economically feasible locations as determined by the City.

9.3 All plans and specifications for the design of the infrastructure and sanitary sewer improvements within the boundaries of the Development shall be subject to the approval of the City's Department of Public Works & Utilities and, where necessary, Building Inspections, prior to the beginning of construction. Such approval shall not be unreasonably withheld.

**ARTICLE 10
STORMWATER MANAGEMENT**

10.1 The Developer shall follow all applicable State and City Stormwater Ordinances. The Developer shall be solely responsible for installing and maintaining all on-site stormwater management practices in accordance with City specifications. Stormwater management within the Development Area shall remain private.

10.2 All plans and specifications for the design of the infrastructure and stormwater sewer improvements within the boundaries of the Development shall be subject to the approval of the City's

Department of Public Works & Utilities and, where necessary, Building Inspections, prior to the beginning of construction. Such approval shall not be unreasonably withheld.

**ARTICLE 11
STREET IMPROVEMENTS**

Intentionally Left Blank

**ARTICLE 12
WRITTEN NOTICES**

12.1 Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE CITY:

City of Neenah
Community Development Department
211 Walnut Street
Neenah, WI 54956
Attention: Chris A. Haese

With a copy to:

City of Neenah
City Attorney's Office
211 Walnut Street
Neenah, WI 54956
Attn: Attorney David Rashid

DEVELOPER:

Bridgewood Holdings of Neenah, LLC /
B and L Holdings of Neenah LLC

Attn: Richard Batley
1000 Cameron Way
Neenah, WI 54956

With a copy to:

Attorney Brian A. Krause
Krause & Krause
51 Park Place, Suite 300
Appleton, WI 54914

ARTICLE 13 MISCELLANEOUS

13.1 *Assignment.* No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party except as otherwise provided for in this Agreement. Notwithstanding the foregoing, Developer may: (i) assign its rights and obligations under this Agreement to an entity that holds title to the Project and that is controlled by Developer or by one or more of the principals of Developer. The City shall not be bound to any such assignment until it has received written notice.

13.2 *Nondiscrimination.* The Developer agrees that neither the Development Area nor any portion thereof, shall be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed ethnic origin or identity, color, gender, religion, marital status, age, handicap, or national origin and that construction, redevelopment, improvement, and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination or any of the foregoing grounds.

13.3 *Financial Reports.* The Developer agrees to maintain records such that actual project expenditures in the Development may be ascertained. Upon reasonable notice from the City, authorized representatives of the City shall be entitled to examine such records at the Developer's Development to verify the amount of construction expenditures that have been incurred by the Developer.

13.4 *Cost Overruns.* Except, as provided herein, all work, undertakings, or other actions to be taken by a specific party hereto shall be completed at the sole cost and expense of such party. Without

limiting the foregoing, all cost overruns of any work, undertaking, or other action to be taken by City hereunder shall be borne by City. Likewise, and without limiting the foregoing, all cost overruns of any work, undertaking, or other action to be taken by the Developer hereunder shall be borne by Developer.

13.5 *No Third Party Beneficiaries.* This Agreement is made solely for the benefit of the parties hereto and their permitted assignees, and no other party shall acquire or have any rights under this Agreement or by virtue of this Agreement.

13.6 *No Personal Liability.* Under no circumstances shall any shareholder, partner, member, officer, director, employee, contractor, or agent of City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability against any such party.

13.7 *Force Majeure.* No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, or by any other cause not within the control of the party whose performance was interfered with, and which, by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, (collectively, "events of force majeure") and the time for performance shall be extended by the period of delay occasioned by any such cause.

13.8 *Governing Law.* The laws of the State of Wisconsin shall govern this Agreement.

13.9 *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. No amendment of this Agreement shall be effective unless in writing and signed by the party to be bound thereby.

13.10 *Severability.* If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance shall not have the effect of rendering the

provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of City, including, but not limited to, their powers under the Tax Increment Law, § 66.1105, Wis. Stats, and the Blight Elimination and Slum Clearance Act, § 66.1333, Wis. Stats., to achieve its intended purpose. Reference is made to Chapter 105, Laws of 1975 § 4, and to § 66.1333(17), Wis. Stats., which provide that the Tax Increment Law and the Blight Elimination and Slum Clearance Act should be construed liberally to effectuate their purposes.

13.11 *Further Assurances.* The parties shall enter into all such further agreements and instruments and shall take all such further actions as may be reasonably necessary or desirable to give further force or effect to this Agreement.

13.12 *Time is of the Essence.* Time is of the essence as to all dates and time periods set forth in this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF NEENAH:

By:

Jane Lang, Mayor

ATTEST:

By:

Charlotte Nagel, City Clerk

I hereby certify that the necessary funds have been provided to pay the liability incurred by the City of Neenah on the within Contract.

Vicky Rasmussen, Director of Finance

APPROVED AS TO FORM:

David Rashid, City Attorney

DEVELOPER:

Bridgewood Holdings of Neenah, LLC

B and L Holdings of Neenah LLC
By: Bridgewood Holdings of Neenah, LLC,
Its Sole Member

By: _____
Richard Batley, Member

By: _____
Richard Batley, Member

SCHEDULE OF EXHIBITS

- A. Legal Description of the Property
- B. Development Plan
- C. Site Improvements
- D. Project Timetable
- E. Estimated Property Values

**Exhibit A
Development Area
CSM and the Descriptions**

Lot 4 and Lot 5 of Certified Survey Map #7957, document #1890465

Property Id. Nos: 80606500000 and 80606480200

Exhibit B

Development Plan

EXTERIOR ELEVATIONS



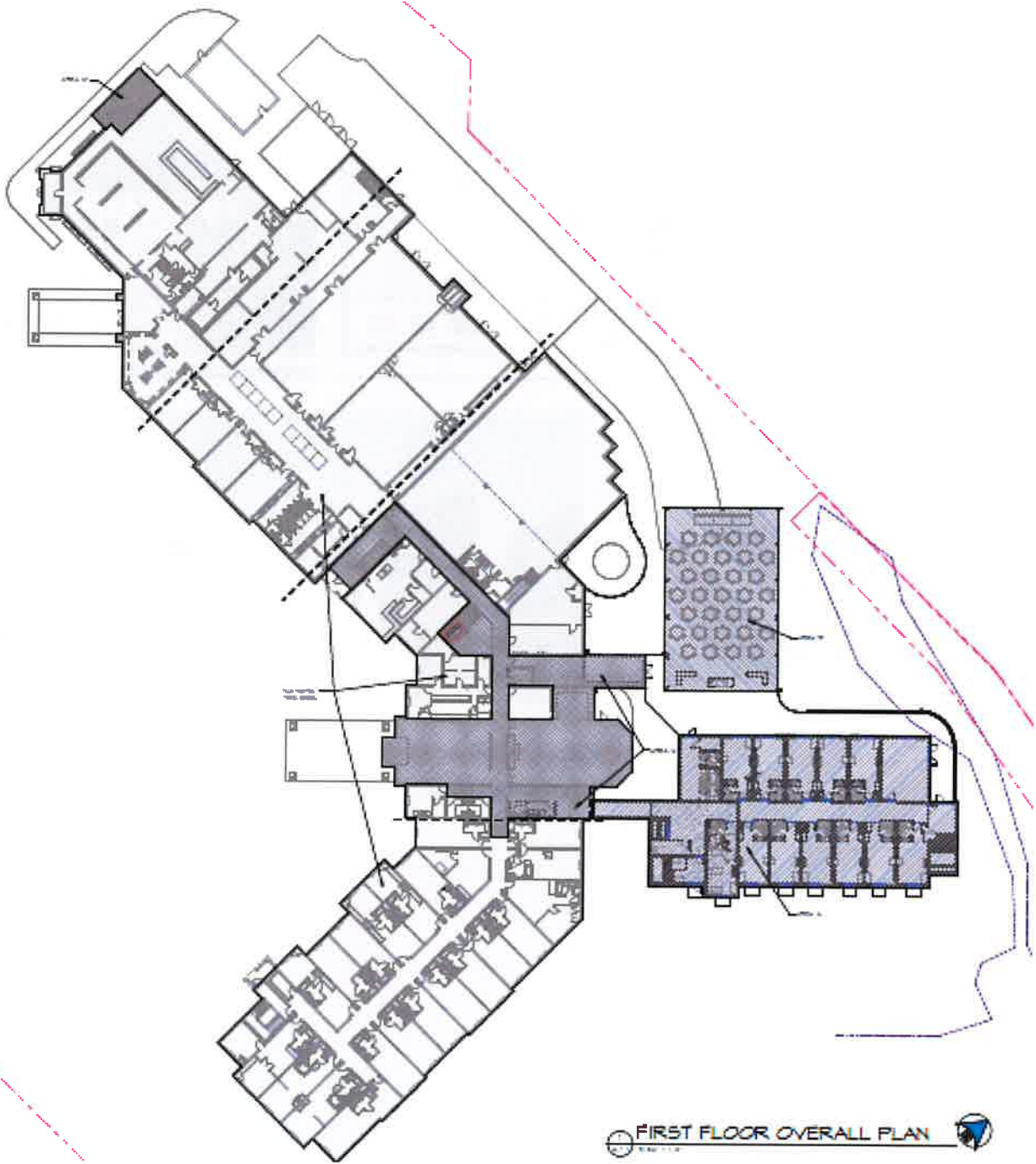
1/18/2024

BRIDGEWOOD HOTEL EXPANSION



Exhibit C

Site Improvements




FIRST FLOOR OVERALL PLAN 

Exhibit D

Development Plan Time Table & Property Valuation

Major Milestone	Estimated Date	Estimated Value as of Estimated Date (cumulative)
Initiation of construction	June 1, 2024	\$0
Completion of 40-room addition and bar/restaurant modifications	May 31, 2025	\$3,000,000
Installation of approximately 600 feet of five-foot wide sidewalk along the north side of Cameron Way from the Bridgewood hotel parking lot to the Jewelers Mutual Trail.	May 31, 2025	\$0



Finance Department
211 Walnut St. • Neenah WI 54957-0426
Phone 920-886-6140 • Fax: 920-886-6150
E-mail: vrasmussen@neenahwi.gov
Vicky K. Rasmussen, CPA
Director of Finance

M E M O R A N D U M

TO: Mayor Lang, Chairman Erickson and Members of the Finance & Personnel Committee

FROM: Vicky Rasmussen, CPA, Director of Finance

DATE: February 12, 2024

RE: 2024 Special Assessment Interest Rate

As directed by the Common Council in 2015, the Committee and Council shall review by March of each year the interest rate for special assessments paid in installments. The Council set the rate at 5% in 2015 and it remained the same each year through 2020. In 2021 the Council approved reducing the rate to 3% in response to the changing interest rate environment, and the rate remained at 3% in 2022. In 2023, the rate was increased back to 5% to reflect the market conditions.

The economic and interest rate environments have once again changed since the Committee and Council last reviewed this rate, as rates are significantly higher than they were at the same time last year. Accordingly, the City's cost to borrow money for 2024 lands at 4.14%, compared to 2.90% at roughly the same time in 2023.

For context, prior to 2019 the Prime Rate was used as the basis for establishing the rate in an effort to make a connection to the external lending environment. As of Feb. 8, that rate is 8.5%, and comparable loans at local financial institutions are priced at that rate or higher. In my opinion, it would be unnecessary to burden affected property owners with an interest rate at that level, considering the City's cost of money for its own borrowed funds for 2024. However, the rate should generally reflect the change in the interest rate environment over the past year and the increase in the City's borrowing cost.

In addition, I surveyed surrounding communities in Winnebago County. For 2024, Oshkosh is using a 6% interest rate, and Fox Crossing is using a 7% interest rate.

With the fluctuating market, my recommendation is to remain stable at an interest rate of 5% for 2024 special assessments paid in installments.

An appropriate motion would be for Committee to recommend Council approve an interest rate of 5% for 2024 special assessments paid in installments.

**Minutes of the Board of Public Works Meeting
Tuesday, February 13, 2024 at 11:00 AM**

MEMBERS PRESENT: Mayor Lang, Director of Community Development & Assessment Haese, Public Works Director Kaiser, City Attorney Rashid, and Aldermen Hillstrom and Lendrum. Director of Finance Rasmussen was excused.

ALSO PRESENT: Water Distribution Manager Jens and City Clerk Nagel.

CALL TO ORDER: Mayor Lang called the meeting to order at 11:04 AM.

- I. Approval of the minutes of the January 23, 2024 meeting. (Minutes can be found on the city website)
MSC Hillstrom/Lendrum to approve the meeting minutes as presented, all voting aye.
- II. Appearances.
None.
- III. Unfinished Business.
None.
- IV. New Business.
 - A. Public Works
 1. Pay Request No.2, Contract 7-23, Sanitary & Storm Sewer, Water Main, and Street Construction, on High Street and River Street, to Carl Bowers & Sons Construction Co., Inc., in the amount of \$98,095.33. (Attachment)
MSC Kaiser/Hillstrom to approve Pay Request No. 2 as presented, all voting aye.

Discussion: Pay Request No. 2 is not a final pay request. A binder course of asphalt has been paved. The top-coat of asphalt will be paved in spring 2024.

Info

2. Award Contract 1-24, Sanitary Sewer & Laterals, Storm Sewer, Water Main & Services and Street Construction, to David Tenor Corporation, using concrete pavement alternate in the amount of \$3,295,454.70. (Attachment)
MSC Kaiser/Hillstrom to recommend Council award contact 1-24, Sanitary Sewer & Laterals, Storm Sewer, Water Main & Services and Street Construction on Belmont Avenue, Belmont Court, Cedar Street, and Stevens Street, using the concrete pavement alternative, to David Tenor Corporation in the amount of \$3,295,454.70, all voting aye.

Report

Discussion: The contract was base bid of asphalt pavement with an alternate of concrete for street pavement. A life-cycle cost analysis of the two options was performed which factors the initial cost and the on-going 50-year maintenance/repair cost for the pavement to develop a present worth roadway cost. Through this process, it was determined that the concrete pavement option has a slightly lower overall cost for the life of the pavement.

Included in the contract is new sidewalk along both sides of Cedar Street (Laudan Boulevard to Fairview Avenue) and the south side of Belmont Avenue (Belmont Ct – Cedar). The other sections of Belmont Avenue and Cedar Street along with Stevens Street already have sidewalk so the contract will replace any panels that are defective.

- B. Water Utility
 1. Pay Request No. 2, Contract 2-23W West Side Booster Station Building Construction, to RJM construction, LLC., in the amount of \$12,622.65. (Attachment)
MSC Kaiser/Haese to approve Pay Request No. 1, Contract 2-23W, in the amount of \$98,144.50 as presented, all voting aye.

Info

Discussion: Pay Request No. 2 covers some flat work. The water and sewer main were installed last week, along with the building foundation.

V. Any announcements/questions for the Board.

VI. Adjournment.

MSC Haese/Hillstrom to adjourn, all voting aye. Meeting adjourned at 11:29 AM.

Respectfully Submitted,



Charlotte Nagel
City Clerk

**City of Neenah
Department of Public Works
Contractor Request for Payment**

Contractor Name: Carl Bowers & Sons Construction Co., Inc.		Contract No.	7-23
Address: N1844 Malone Rd		Contract Amount	\$442,925.00
City Kaukauna WI 54130			
Name of Project	Sanitary & Storm Sewer, Water Main and Street Construction		
Location of Project	High Street & River Street		
Pay Request No.	2	For Period	October 1, 2023 to January 22, 2024

CONTRACT SUMMARY

Original Contract Amount	\$442,925.00
Net Amount of Change Order	\$0.00
Adjusted Contract Amount	<u>\$442,925.00</u>

WORK PERFORMED TO DATE




Work Performed to Date	\$381,957.24
Less Retainage of 5%. If different indicate here	\$19,097.86
Net Amount Earned to Date	\$362,859.38
Less Previous Payments	\$264,764.05
BALANCE DUE THIS PAYMENT	<u>\$98,095.33</u>

CONTRACT BREAKOUT

	Account Numbers	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Sanitary Sewer-Various Repairs	046-5056-743-0236	\$180,000.00	\$33,600.00	\$0.00	\$23,303.50
Street Constr - High St/River St	012-4338-743-0236	\$133,000.00	\$166,985.00	\$97,192.83	\$2,987.75
Storm Constr- Various Repairs	049-5203-743-0236	\$227,000.00	\$42,430.00	\$0.00	\$40,835.75
Water Main Constr-High St	400-0000-207-0524	\$130,480.00	\$138,030.00	\$760.00	\$113,888.85
Water Main Constr-River St	400-0000-207-0520	\$65,520.00	\$61,880.00	\$142.50	\$83,748.20
		<u>\$736,000.00</u>	<u>\$442,925.00</u>	<u>\$98,095.33</u>	<u>\$264,764.05</u>

CERTIFICATION OF CONTRACTOR:

I certify that the foregoing is just and correct and the amount claimed is legally due after showing all just credits

Certified by Engineer		Date: 1-24-24
Certified by Public Works		Date: 1-24-2024
Certified by Water Utility		Date: 1/24/2024
Certified by Contractor		Date:
	Approved BPW	Date:
	Approved Common Council (Final Payments Only)	Date:

Sanitary Storm Sewer, Water Main, and Street Construction on River Street and High Street

							Pay Request No.1				Pay Request No.2			
Item Code	Item Description	UofM	QTY	Unit Price	Extension	Contractor Completed This Period		Retainage	Due this	Contractor Completed This Period		Retainage	Due this	
						QTY	\$	Due this Period	Estimate	QTY	\$	Period	Estimate	
1	102.3	Furnish and Relay 6 inch Sanitary Lateral in ROW	Lin. Ft.	260	\$110.00	\$28,600.00	223.00	\$24,530.00	\$1,226.50	\$23,303.50	0	\$0.00	\$0.00	\$0.00
2	102.6	Reconnect Lateral to Main	Each	2	\$500.00	\$1,000.00	0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
3	105.2	Adjust Sanitary Manhole	Each	5	\$800.00	\$4,000.00	0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
Total Base Bid Sanitary Sewer						\$33,600.00		\$24,530.00	\$1,226.50	\$23,303.50		\$0.00	\$0.00	\$0.00
4	201.1.1	Furnish & Install 6-inch PVC C-900 Main	Lin. Ft.	10	\$175.00	\$1,750.00	22.00	\$3,850.00	\$192.50	\$3,657.50	0	\$0.00	\$0.00	\$0.00
5	201.1.2	Furnish & Install 8-inch PVC C-900 Main	Lin. Ft.	910	\$99.00	\$90,090.00	901.00	\$89,199.00	\$4,459.95	\$84,739.05	0	\$0.00	\$0.00	\$0.00
6	9999	Furnish and install 16-inch steel casing pipe - jack and bore	Lin. Ft.	62	\$635.00	\$39,370.00	70.00	\$44,450.00	\$2,222.50	\$42,227.50	0	\$0.00	\$0.00	\$0.00
7	202.1.2	Furnish & Install 1.25-inch PE Water Service in ROW by Trenching	Lin. Ft.	250	\$78.00	\$19,500.00	230.00	\$17,940.00	\$897.00	\$17,043.00	0	\$0.00	\$0.00	\$0.00
8	202.1.4	Furnish & Install 2-inch PE Water Service in ROW by Trenching	Lin. Ft.	50	\$80.00	\$4,000.00	60.00	\$4,800.00	\$240.00	\$4,560.00	0	\$0.00	\$0.00	\$0.00
9	202.2.2	Furnish & Install 1.25-inch PE Water Service in ROW by Pulling	Lin. Ft.	0	\$85.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
10	202.3.2	Furnish & Install 1.25-inch PE Water Service in ROW by Drilling	Lin. Ft.	0	\$100.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
11	202.9.2	Furnish & Install 1.25-inch Service Brass Set	Each	11	\$750.00	\$8,250.00	12.00	\$9,000.00	\$450.00	\$8,550.00	0	\$0.00	\$0.00	\$0.00
12	202.9.4	Furnish & Install 2-inch Service Brass Set	Each	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00	\$75.00	\$1,425.00	0	\$0.00	\$0.00	\$0.00
13	203.1.1	Furnish & Install Cathodic Protection to Water Service	Each	3	\$150.00	\$450.00	2.00	\$300.00	\$15.00	\$285.00	3	\$450.00	\$22.50	\$427.50
14	203.1.6	Abandon Valve Box	Each	7	\$500.00	\$3,500.00	5.00	\$2,500.00	\$125.00	\$2,375.00	1	\$500.00	\$25.00	\$475.00
15	204.2.4	Furnish & Install 8-inch MJRW Valve and Box	Each	6	\$3,000.00	\$18,000.00	7.00	\$21,000.00	\$1,050.00	\$19,950.00	0	\$0.00	\$0.00	\$0.00
16	205.1	Furnish & Install Hydrant, Lead and Valve	Each	1	\$8,000.00	\$8,000.00	1.00	\$8,000.00	\$400.00	\$7,600.00	0	\$0.00	\$0.00	\$0.00
17	205.2	Abandon Hydrant	Each	1	\$1,000.00	\$1,000.00	1.00	\$1,000.00	\$50.00	\$950.00	0	\$0.00	\$0.00	\$0.00
18	9999	Coordinate Water Main and Roadway Crossing with Railroad (Including Fees)	Lump Sum	1	\$4,500.00	\$4,500.00	1.00	\$4,500.00	\$225.00	\$4,275.00	0	\$0.00	\$0.00	\$0.00
Total Base Bid Water						\$199,910.00		\$208,039.00	\$10,401.95	\$197,637.05		\$950.00	\$47.50	\$902.50
19	301.4	Furnish and Relay 10-inch Storm Sewer	Lin. Ft.	80	\$96.00	\$7,680.00	110.00	\$10,560.00	\$528.00	\$10,032.00	0	\$0.00	\$0.00	\$0.00
20	301.5	Furnish and Relay 12-inch Storm Sewer	Lin. Ft.	140	\$95.00	\$13,300.00	135.00	\$12,825.00	\$641.25	\$12,183.75	0	\$0.00	\$0.00	\$0.00
21	305.1	Furnish and Install Catch Basin	Each	4	\$3,000.00	\$12,000.00	5.00	\$15,000.00	\$750.00	\$14,250.00	0	\$0.00	\$0.00	\$0.00
22	305.8	Adjust Storm Catch Basin	Each	8	\$400.00	\$3,200.00	0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
23	305.9	Remove Storm Catch Basin	Each	3	\$750.00	\$2,250.00	4.00	\$3,000.00	\$150.00	\$2,850.00	0	\$0.00	\$0.00	\$0.00

Sanitary Storm Sewer, Water Main, and Street Construction on River Street and High Street

							Pay Request No.1			Pay Request No.2				
Item Code	Item Description	UofM	QTY	Unit Price	Extension	Contractor Completed	Retainage	Due	Contractor Completed	Retainage	Due			
						This Period	Due this	this	This Period	this	this			
						QTY	\$	Estimate	QTY	\$	Estimate			
24	306.8	Adjust Storm Manhole	Each	6	\$400.00	\$2,400.00	0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
25	308.2.4	Install and Maintain Type "D" Inlet Protection	Each	16	\$100.00	\$1,600.00	16.00	\$1,600.00	\$80.00	\$1,520.00	0	\$0.00	\$0.00	\$0.00
Total Base Bid Storm						\$42,430.00		\$42,985.00	\$2,149.25	\$40,835.75		\$0.00	\$0.00	\$0.00
26	402.2.6.2	Remove Existing Pavement and Maintain Utility Trench	Lin. Ft.	1300	\$1.00	\$1,300.00	1,300.00	\$1,300.00	\$65.00	\$1,235.00	0.00	\$0.00	\$0.00	\$0.00
27	405.1	Sawcut Existing Bituminous Pavement	Lin. Ft.	400	\$2.00	\$800.00	0.00	\$0.00	\$0.00	\$0.00	400.00	\$800.00	\$40.00	\$760.00
28	402.2.6.1	Remove Existing Bituminous Pavement	Sq. Yd.	3300	\$3.00	\$9,900.00	0.00	\$0.00	\$0.00	\$0.00	3,300.00	\$9,900.00	\$495.00	\$9,405.00
29	403.2.5.1	Remove Concrete Curb and Gutter	Lin. Ft.	350	\$14.00	\$4,900.00	0.00	\$0.00	\$0.00	\$0.00	324.60	\$4,544.40	\$227.22	\$4,317.18
30	404.4.5	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	2500	\$1.25	\$3,125.00	0.00	\$0.00	\$0.00	\$0.00	1,236.00	\$1,545.00	\$77.25	\$1,467.75
31	402.1.7.4	Unclassified Excavation	Cu. Yd.	500	\$14.00	\$7,000.00	0.00	\$0.00	\$0.00	\$0.00	150.00	\$2,100.00	\$105.00	\$1,995.00
32	402.1.4.11	Furnish and Install Geogrid	Sq. Yd.	800	\$2.00	\$1,600.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
33	401.1.1	Furnish and Install Crushed Aggregate Base	Ton	850	\$16.40	\$13,940.00	0.00	\$0.00	\$0.00	\$0.00	350.00	\$5,740.00	\$287.00	\$5,453.00
34	403.2.1.1	Furnish and Install Concrete Curb & Gutter	Lin. Ft.	500	\$65.00	\$32,500.00	0.00	\$0.00	\$0.00	\$0.00	324.60	\$21,099.00	\$1,054.95	\$20,044.05
35	404.1.1	Furnish and Install 4" Concrete Sidewalk	Sq. Ft.	1500	\$6.60	\$9,900.00	0.00	\$0.00	\$0.00	\$0.00	912.00	\$6,019.20	\$300.96	\$5,718.24
36	404.3.2	Furnish and Install 6-inch Concrete Sidewalk/Driveway	Sq. Ft.	1000	\$7.60	\$7,600.00	0.00	\$0.00	\$0.00	\$0.00	324.00	\$2,462.40	\$123.12	\$2,339.28
37	706.2	Install Detectable Warning Fields (supplied by City)	Each	8	\$52.50	\$420.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
38	402.1.5.3	Furnish and Install 1/2-inch rods	Lin. Ft.	100	\$6.30	\$630.00	0.00	\$0.00	\$0.00	\$0.00	100.00	\$630.00	\$31.50	\$598.50
39	9999	Fine Grade Roadway	Sq. Yd.	3300	\$2.10	\$6,930.00	0.00	\$0.00	\$0.00	\$0.00	3,300.00	\$6,930.00	\$346.50	\$6,583.50
40	402.2.3.1	Furnish and Install HMA Pavement (4-inch)	Ton	740	\$81.00	\$59,940.00	0.00	\$0.00	\$0.00	\$0.00	435.04	\$35,238.24	\$1,761.91	\$33,476.33
41	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	200	\$12.00	\$2,400.00	0.00	\$0.00	\$0.00	\$0.00	100.00	\$1,200.00	\$60.00	\$1,140.00
42	706.1	Install and Maintain Traffic Control	Lump Sum	1	\$4,100.00	\$4,100.00	0.45	\$1,845.00	\$92.25	\$1,752.75	1.00	\$4,100.00	\$205.00	\$3,895.00
Total Base Bid Street						\$166,985.00		\$3,145.00	\$157.25	\$2,987.75		\$102,308.24	\$5,115.41	\$97,192.83
Total						\$442,925.00		\$278,699.00	\$13,934.95	\$264,764.05		\$103,258.24	\$5,162.91	\$98,095.33

Pay To: RJM Construction LLC
601 W Forest Street
Black Creek WI 54106

Contract No. 2-23W West Side Booster Station Building Construction
McMahon N0002-09-22-00496-A

Date: January 29, 2024

Pay Request No. 2

<u>Account Description</u>	<u>Account #</u>	<u>Payment</u>
Retainage		\$13,287.00
West Side Booster Station	400-0000-207-0506	<u>(\$664.35)</u>
		\$12,622.65

Approved by Water Utility January 29, 2024 

Approved by Board of Public Works February 6, 2023

Approved by Water Commission N/A

Number of Attachments 4

City of Neenah
Water Utility
Contract Payment Form

**CERTIFICATE FOR
 PAYMENT**

NEENAH WATER UTILITY
 211 Walnut Street
 Neenah, WI 54956

Contract No. N0002-09-22-00496-A
 Project File No. N0002-09-22-00496
 Certificate No. Two (2)
 Issue Date: January 22, 2024
 Project: NEENAH WATER UTILITY
Water Booster Station
Building Construction

This Is To Certify That, In Accordance With The Contract Documents Dated: August 1, 2023

RJM CONSTRUCTION, LLC
 601 W. Forest Street
 Black Creek, WI 54106

Is Entitled To Partial Payment For Work Performed Through: January 18, 2024

- Contractor's Application for Payment Attached
- Itemized Cost Breakdown Attached

Original Contract	<u>\$501,150.00</u>	Completed To Date	<u>\$116,597.00</u>
Net Change Orders	<u>\$0.00</u>	Retainage 5%	<u>\$5,829.85</u>
Current Contract Amount	<u>\$501,150.00</u>	Subtotal	<u>\$110,767.15</u>
		Previously Certified	<u>\$98,144.50</u>

Amount Due This Payment: \$12,622.65

Please process and forward payment to RJM Construction, LLC.

Certified By:
McMAHON ASSOCIATES, INC.
 Neenah, Wisconsin


 Jeffrey A. Kellner, P.E.
 Associate / Senior Construction Manager

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 4 PAGES

TO OWNER: PROJECT: APPLICATION NO: 2
 NEENAH WATER UTILITY/CITY OF NEENAH Neenah Booster Pump Building
 211 WALNUT ST
 NEENAH WI 54956

FROM CONTRACTOR: VIA ARCHITECT:
 RJM Construction LLC MCMAHON ASSOCIATES
 601 W Forest St 1445 MCMAHON DR
 Black Creek WI 54106 NEENAH WI 54956

CONTRACT FOR: Neenah Booster Pump Building

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: 1/18/2024

PROJECT NOS: N0002-09-22-00496-A

CONTRACT DATE: 7/26/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>501,150.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>501,150.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>116,597.00</u>
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	<u>5,829.85</u>
b. 5 % of Stored Material (Column F on G703)	\$	<u>0.00</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>5,829.85</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>110,767.15</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>98,144.50</u>
8. CURRENT PAYMENT DUE	\$	<u>12,622.65</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>390,382.85</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR:

By: [Signature] Date: 1/18/2024

State of: Wisconsin County of: Outagamie
 Subscribed and sworn to before me this 18th day of JANUARY 2024
 Notary Public: [Signature]
 My Commission expires: 1/21/2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

By: _____ Date: _____

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



M E M O R A N D U M

DATE: February 9, 2024
TO: Mayor Lang and Members of the Board of Public Works
FROM: Gerry Kaiser, Director of Public Works
RE: Award Recommendation for Contract 1-24.

Attached to this memo is the bid tabulation for Contract 1-24: Belmont Avenue, Belmont Court, Cedar Street and Stevens Street Utility and Street Construction. The table below summarizes the bid result and compares the bid components to the budgets for each of the types of work within this contract.

2024 Contract Summary Contract 1-24					Base Amount Over (Under) Budget	Alt. Amount Over (Under) Budget
Belmont Av, Belmont Ct Cedar, Stevens		Budget	Base Bid	Alt. Bid		
Street	\$ 1,282,000.00	\$ 1,068,901.08	\$ 1,315,312.20	\$ (213,098.92)	\$ 33,312.20	
Water	\$ 865,000.00	\$ 922,388.00	\$ 922,388.00	\$ 57,388.00	\$ 57,388.00	
Sanitary	\$ 1,200,000.00	\$ 823,792.00	\$ 823,792.00	\$ (376,208.00)	\$ (376,208.00)	
Storm	\$ 210,000.00	\$ 233,962.50	\$ 233,962.50	\$ 23,962.50	\$ 23,962.50	
Total	\$ 3,557,000.00	\$ 3,049,043.58	\$ 3,295,454.70	\$ (507,956.42)	\$ (261,545.30)	

As shown, Contract 1-24 had a base bid of asphalt pavement and an alternate bid of concrete pavement for the street paving. A life-cycle cost analysis of the two options was performed which factors the initial cost and the ongoing 50-year maintenance/repair cost for the pavement to develop a present worth roadway cost. This calculation developed a present worth roadway cost per foot of \$275.11 for the asphalt pavement option and \$268.69 for the concrete pavement option. The lower present worth cost indicates that the concrete pavement option has a slightly lower overall cost for the life of the pavement.

Also, the contract includes the construction of new sidewalk along both sides of Cedar Street (Laudan Boulevard to Fairview Avenue) and the south side of Belmont Avenue (Belmont Ct – Cedar). The other sections of Belmont Avenue and Cedar Street along with Stevens Street already have sidewalk so the contract will replace any panels that are defective. The new sidewalk installation is about \$75,000 of the Street bid.

Staff recommends award of Contract 1-24 using the concrete pavement alternate to David Tenor Corporation in the amount of \$3,295,454.70.

Bid Tabulation
Contract 1-24
Sanitary Sewer & Laterals, Storm Sewer, Water Main and Services and Street Construction
Belmont Avenue, Belmont Ct, Cedar St, and Stevens Street

Line Item	Item Code	Item Description	UofM	Quantity	David Tenor Corporation		Don E. Parker Excavating Inc		Dorner Inc.		Don Hietpas and Sons Inc.		PTS Contractors, Inc		Kruczek Construction Inc.		Carl Bowers & Sons Const		De Groot, Inc		Robert Immel Excavating	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	101.3	Furnish and Relay 8-inch PVC Sanitary Sewer	Lin. Ft.	4,465.00	\$80.00	\$357,200.00	\$78.15	\$348,939.75	\$88.00	\$392,920.00	\$91.00	\$406,315.00	\$85.00	\$379,525.00	\$80.00	\$357,200.00	\$93.00	\$415,245.00	\$90.76	\$405,243.40	\$86.75	\$387,338.75
2	102.3	Furnish and Relay 6 inch Sanitary Lateral in ROW	Lin. Ft.	2,000.00	\$85.00	\$170,000.00	\$81.80	\$163,600.00	\$71.00	\$142,000.00	\$89.00	\$178,000.00	\$74.00	\$148,000.00	\$104.00	\$208,000.00	\$90.00	\$180,000.00	\$80.19	\$160,380.00	\$88.85	\$177,700.00
3	102.4	Furnish and Relay 6 inch Sanitary Lateral ROW to House	Lin. Ft.	100.00	\$60.00	\$6,000.00	\$61.60	\$6,160.00	\$58.00	\$5,800.00	\$50.50	\$5,050.00	\$71.00	\$7,100.00	\$73.00	\$7,300.00	\$90.00	\$9,000.00	\$95.95	\$9,595.00	\$65.00	\$6,500.00
4	102.6	Reconnect Lateral to Main	Each	5.00	\$450.00	\$2,250.00	\$211.00	\$1,055.00	\$699.00	\$3,495.00	\$606.00	\$3,030.00	\$1,160.00	\$5,800.00	\$360.00	\$1,800.00	\$400.00	\$2,000.00	\$1,515.00	\$7,575.00	\$755.00	\$3,775.00
5	103.1	Furnish and Pipeburst 4-inch Sanitary Lateral	Lin. Ft.	1,900.00	\$5.15	\$9,785.00	\$5.25	\$9,975.00	\$5.20	\$9,880.00	\$5.05	\$9,595.00	\$5.30	\$10,070.00	\$5.00	\$9,500.00	\$5.00	\$9,500.00	\$5.30	\$10,070.00	\$5.10	\$9,690.00
6	103.2	Furnish and Pipeburst 6-inch Sanitary Lateral	Lin. Ft.	200.00	\$7.21	\$1,442.00	\$7.35	\$1,470.00	\$7.20	\$1,440.00	\$7.07	\$1,414.00	\$7.40	\$1,480.00	\$7.00	\$1,400.00	\$7.00	\$1,400.00	\$7.42	\$1,484.00	\$7.15	\$1,430.00
7	103.3	Reconnect Sanitary Lateral at Foundation - Pipeburst	Each	4.00	\$2,060.00	\$8,240.00	\$2,100.00	\$8,400.00	\$2,060.00	\$8,240.00	\$2,020.00	\$8,080.00	\$2,110.00	\$8,440.00	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00	\$2,121.00	\$8,484.00	\$2,040.00	\$8,160.00
8	103.4	Reconnect Under Basement Floor - Pipeburst	Each	72.00	\$2,575.00	\$185,400.00	\$2,625.00	\$189,000.00	\$2,576.00	\$185,472.00	\$2,525.00	\$181,800.00	\$2,650.00	\$190,800.00	\$2,600.00	\$187,200.00	\$2,500.00	\$180,000.00	\$2,651.25	\$190,890.00	\$2,550.00	\$183,600.00
9	103.5	Extra Hole - Pipeburst	Each	3.00	\$515.00	\$1,545.00	\$525.00	\$1,575.00	\$515.00	\$1,545.00	\$505.00	\$1,515.00	\$525.00	\$1,575.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$530.25	\$1,590.75	\$510.00	\$1,530.00
10	103.6	Remove Building Footing to allow Pipeburst	Each	10.00	\$103.00	\$1,030.00	\$105.00	\$1,050.00	\$103.00	\$1,030.00	\$101.00	\$1,010.00	\$105.00	\$1,050.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$106.05	\$1,060.50	\$105.00	\$1,050.00
11	104.1	Furnish and Install Standard Manhole	Lin. Ft.	120.00	\$564.00	\$67,680.00	\$530.00	\$63,600.00	\$726.00	\$87,120.00	\$605.00	\$72,600.00	\$685.00	\$82,200.00	\$600.00	\$72,000.00	\$500.00	\$60,000.00	\$811.62	\$97,394.40	\$660.00	\$79,200.00
12	105.2	Adjust Sanitary Manhole	Each	2.00	\$450.00	\$900.00	\$950.00	\$1,900.00	\$665.00	\$1,330.00	\$707.00	\$1,414.00	\$875.00	\$1,750.00	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$858.50	\$1,717.00	\$985.00	\$1,970.00
13	105.6	Remove Sanitary Manhole	Each	18.00	\$400.00	\$7,200.00	\$200.00	\$3,600.00	\$543.00	\$9,774.00	\$405.00	\$7,290.00	\$290.00	\$5,220.00	\$240.00	\$4,320.00	\$800.00	\$14,400.00	\$505.00	\$9,090.00	\$765.00	\$13,770.00
14	106.1	Clean and Televiser Sewer (Sanitary only)	Lump Sum	1.00	\$5,120.00	\$5,120.00	\$5,250.00	\$5,250.00	\$6,330.00	\$6,330.00	\$5,050.00	\$5,050.00	\$5,290.00	\$5,290.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,893.25	\$6,893.25	\$5,250.00	\$5,250.00
Sanitary Base Bid						\$823,792.00		\$805,574.75		\$856,376.00		\$882,163.00		\$848,300.00		\$866,220.00		\$888,045.00		\$911,467.30		\$880,963.75
15	201.1.1	Furnish & Install 6-inch PVC C-900 Main	Lin. Ft.	30.00	\$205.00	\$6,150.00	\$274.05	\$8,221.50	\$199.00	\$5,970.00	\$161.60	\$4,848.00	\$200.00	\$6,000.00	\$180.00	\$5,400.00	\$100.00	\$3,000.00	\$190.72	\$5,721.60	\$240.00	\$7,200.00
16	201.1.2	Furnish & Install 8-inch PVC C-900 Main	Lin. Ft.	2,975.00	\$83.00	\$246,925.00	\$85.05	\$253,023.75	\$91.00	\$270,725.00	\$91.50	\$272,212.50	\$93.00	\$276,675.00	\$100.00	\$297,500.00	\$99.00	\$294,525.00	\$95.37	\$283,725.75	\$103.85	\$308,953.75
17	201.1.5	Furnish & Install 16-inch PVC C-900 Main	Lin. Ft.	1,738.00	\$163.00	\$283,294.00	\$161.40	\$280,513.20	\$157.00	\$272,866.00	\$184.50	\$320,661.00	\$163.00	\$283,294.00	\$167.00	\$290,246.00	\$164.00	\$285,032.00	\$167.42	\$290,975.96	\$183.00	\$318,054.00
18	202.1.2	Furnish & Install 1.25-inch PE Water Service in ROW by Trenching	Lin. Ft.	1,700.00	\$62.00	\$105,400.00	\$56.40	\$95,880.00	\$51.00	\$86,700.00	\$65.65	\$111,605.00	\$60.00	\$102,000.00	\$70.00	\$119,000.00	\$80.00	\$136,000.00	\$67.84	\$115,328.00	\$70.00	\$119,000.00
19	202.2.2	Furnish & Install 1.25-inch PE Water Service in ROW by Pulling	Lin. Ft.	50.00	\$28.00	\$1,400.00	\$35.00	\$1,750.00	\$30.90	\$1,545.00	\$50.50	\$2,525.00	\$31.00	\$1,550.00	\$83.00	\$4,150.00	\$31.00	\$1,550.00	\$85.85	\$4,292.50	\$70.00	\$3,500.00
20	202.3.2	Furnish & Install 1.25-inch PE Water Service in ROW by Drilling	Lin. Ft.	50.00	\$30.90	\$1,545.00	\$31.50	\$1,575.00	\$30.90	\$1,545.00	\$30.30	\$1,515.00	\$31.00	\$1,550.00	\$30.00	\$1,500.00	\$31.00	\$1,550.00	\$31.82	\$1,591.00	\$31.00	\$1,550.00
21	202.4.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Trenching	Lin. Ft.	50.00	\$30.00	\$1,500.00	\$35.00	\$1,750.00	\$40.00	\$2,000.00	\$35.35	\$1,767.50	\$66.00	\$3,300.00	\$40.00	\$2,000.00	\$31.00	\$1,550.00	\$31.82	\$1,591.00	\$50.00	\$2,500.00
22	202.5.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Pulling	Lin. Ft.	50.00	\$30.90	\$1,545.00	\$31.50	\$1,575.00	\$30.90	\$1,545.00	\$30.30	\$1,515.00	\$31.00	\$1,550.00	\$30.00	\$1,500.00	\$31.00	\$1,550.00	\$31.82	\$1,591.00	\$31.00	\$1,550.00
23	202.6.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Drilling	Lin. Ft.	50.00	\$30.90	\$1,545.00	\$31.50	\$1,575.00	\$30.90	\$1,545.00	\$30.30	\$1,515.00	\$31.00	\$1,550.00	\$30.00	\$1,500.00	\$31.00	\$1,550.00	\$31.82	\$1,591.00	\$31.00	\$1,550.00
24	202.7.1	Furnish & Install 1.25-inch PE Service from ROW to Structure by Pulling w/Sanitary Sewer Pipeburst	Lin. Ft.	1,400.00	\$5.15	\$7,210.00	\$5.25	\$7,350.00	\$5.20	\$7,280.00	\$5.05	\$7,070.00	\$5.30	\$7,420.00	\$5.00	\$7,000.00	\$6.00	\$8,400.00	\$5.30	\$7,420.00	\$5.25	\$7,350.00
25	202.8.1	Furnish & Install 1.25-inch PE Service from ROW to Structure by Excavation in same Trench as Sanitary Lateral	Lin. Ft.	50.00	\$10.00	\$500.00	\$15.00	\$750.00	\$24.00	\$1,200.00	\$5.05	\$252.50	\$66.00	\$3,300.00	\$33.00	\$1,650.00	\$31.00	\$1,550.00	\$6.06	\$303.00	\$10.00	\$500.00
26	202.9.2	Furnish & Install 1.25-inch Service Brass Set	Each	76.00	\$619.00	\$47,044.00	\$752.00	\$57,152.00	\$928.00	\$70,528.00	\$600.00	\$45,600.00	\$705.00	\$53,580.00	\$584.00	\$44,384.00	\$650.00	\$49,400.00	\$1,145.22	\$87,036.72	\$635.00	\$48,260.00
27	203.1.1	Furnish & Install Cathodic Protection to Water Service	Each	18.00	\$450.00	\$8,100.00	\$175.00	\$3,150.00	\$138.00	\$2,484.00	\$130.00	\$2,340.00	\$103.00	\$1,854.00	\$68.00	\$1,224.00	\$100.00	\$1,800.00	\$75.75	\$1,363.50	\$165.00	\$2,970.00
28	203.1.3	Water Service Connection to Structure	Each	54.00	\$515.00	\$27,810.00	\$525.00	\$28,350.00	\$515.00	\$27,810.00	\$505.00	\$27,270.00	\$525.00	\$28,350.00	\$500.00	\$27,000.00	\$500.00	\$27,000.00	\$530.25	\$28,633.50	\$525.00	\$28,350.00
29	203.1.4	Water Service Extra Hole (Curb Stop Connection)	Each	3.00	\$515.00	\$1,545.00	\$525.00	\$1,575.00	\$515.00	\$1,545.00	\$505.00	\$1,515.00	\$525.00	\$1,575.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$530.25	\$1,590.75	\$525.00	\$1,575.00
30	203.1.6	Abandon Valve Box	Each	8.00	\$200.00	\$1,600.00	\$200.00	\$1,600.00	\$130.00	\$1,040.00	\$250.00	\$2,000.00	\$115.00	\$920.00	\$164.00	\$1,312.00	\$500.00	\$4,000.00	\$202.00	\$1,616.00	\$225.00	\$1,800.00

31	203.1.7	Abandon Valve Manhole	Each	1.00	\$500.00	\$500.00	\$650.00	\$650.00	\$326.00	\$326.00	\$500.00	\$500.00	\$290.00	\$290.00	\$526.00	\$526.00	\$750.00	\$750.00	\$505.00	\$505.00	\$680.00	\$680.00
32	204.2.4	Furnish & Install 8-inch MJRW Valve and Box	Each	11.00	\$2,800.00	\$30,800.00	\$2,849.00	\$31,339.00	\$3,111.00	\$34,221.00	\$2,610.00	\$28,710.00	\$2,770.00	\$30,470.00	\$3,200.00	\$35,200.00	\$3,000.00	\$33,000.00	\$3,087.57	\$33,963.27	\$2,705.00	\$29,755.00
33	9999.1	Furnish & Install 16-inch Horizontal Gate Valve and Box	Each	5.00	\$17,450.00	\$87,250.00	\$16,648.00	\$83,240.00	\$18,937.00	\$94,685.00	\$16,500.00	\$82,500.00	\$17,565.00	\$87,825.00	\$20,500.00	\$102,500.00	\$18,000.00	\$90,000.00	\$17,978.00	\$89,890.00	\$16,650.00	\$83,250.00
34	205.1	Furnish & Install Hydrant, Lead and Valve	Each	8.00	\$7,450.00	\$59,600.00	\$7,780.00	\$62,240.00	\$8,589.00	\$68,712.00	\$7,800.00	\$62,400.00	\$8,550.00	\$68,400.00	\$9,500.00	\$76,000.00	\$7,000.00	\$56,000.00	\$8,641.81	\$69,134.48	\$8,935.00	\$71,480.00
35	205.2	Abandon Hydrant	Each	3.00	\$375.00	\$1,125.00	\$250.00	\$750.00	\$390.00	\$1,170.00	\$350.00	\$1,050.00	\$405.00	\$1,215.00	\$233.00	\$699.00	\$500.00	\$1,500.00	\$454.50	\$1,363.50	\$235.00	\$705.00
Water Base Bid							\$922,388.00	\$924,009.45		\$955,442.00		\$979,371.50		\$962,668.00		\$1,021,791.00		\$1,001,207.00		\$1,029,227.53		\$1,040,532.75
36	301.4	Furnish and Relay 10-inch Storm Sewer	Lin. Ft.	500.00	\$60.00	\$30,000.00	\$59.70	\$29,850.00	\$53.00	\$26,500.00	\$68.00	\$34,000.00	\$85.00	\$42,500.00	\$64.00	\$32,000.00	\$72.00	\$36,000.00	\$62.58	\$31,290.00	\$59.00	\$29,500.00
37	301.5	Furnish and Relay 12-inch Storm Sewer	Lin. Ft.	1,500.00	\$57.00	\$85,500.00	\$58.90	\$88,350.00	\$52.00	\$78,000.00	\$60.00	\$90,000.00	\$63.00	\$94,500.00	\$59.00	\$88,500.00	\$72.00	\$108,000.00	\$58.15	\$87,225.00	\$64.50	\$96,750.00
38	301.6	Furnish and Relay 15-inch Storm Sewer	Lin. Ft.	242.00	\$58.00	\$14,036.00	\$60.10	\$14,544.20	\$53.00	\$12,826.00	\$61.00	\$14,762.00	\$61.00	\$14,762.00	\$62.00	\$15,004.00	\$75.00	\$18,150.00	\$60.36	\$14,607.12	\$71.50	\$17,303.00
39	301.7	Furnish and Relay 18-inch Storm Sewer	Lin. Ft.	268.00	\$63.00	\$16,884.00	\$63.35	\$16,977.80	\$57.00	\$15,276.00	\$75.00	\$20,100.00	\$66.00	\$17,688.00	\$65.00	\$17,420.00	\$80.00	\$21,440.00	\$64.32	\$17,237.76	\$77.50	\$20,770.00
40	303.1	Furnish and Install 4-inch Storm Sewer Lateral	Lin. Ft.	350.00	\$49.00	\$17,150.00	\$55.00	\$19,250.00	\$52.00	\$18,200.00	\$51.00	\$17,850.00	\$65.00	\$22,750.00	\$43.00	\$15,050.00	\$75.00	\$26,250.00	\$50.05	\$17,517.50	\$59.85	\$20,947.50
41	304.1	Furnish and Install Sump pump Pit (separate)	Each	3.00	\$772.50	\$2,317.50	\$787.50	\$2,362.50	\$773.00	\$2,319.00	\$757.50	\$2,272.50	\$790.00	\$2,370.00	\$765.00	\$2,295.00	\$750.00	\$2,250.00	\$795.38	\$2,386.14	\$765.00	\$2,295.00
42	304.2	Furnish and Install Sump Pump pit w/ Sanitary Pipeburst	Each	7.00	\$515.00	\$3,605.00	\$525.00	\$3,675.00	\$515.00	\$3,605.00	\$505.00	\$3,535.00	\$525.00	\$3,675.00	\$500.00	\$3,500.00	\$500.00	\$3,500.00	\$530.25	\$3,711.75	\$525.00	\$3,675.00
43	305.1	Furnish and Install Catch Basin	Each	16.00	\$1,980.00	\$31,680.00	\$2,050.00	\$32,800.00	\$2,711.00	\$43,376.00	\$2,500.00	\$40,000.00	\$2,225.00	\$35,600.00	\$2,630.00	\$42,080.00	\$2,800.00	\$44,800.00	\$2,632.12	\$42,113.92	\$2,810.00	\$44,960.00
44	305.8	Adjust Storm Catch Basin	Each	4.00	\$475.00	\$1,900.00	\$400.00	\$1,600.00	\$687.00	\$2,748.00	\$300.00	\$1,200.00	\$476.00	\$1,904.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$858.50	\$3,434.00	\$550.00	\$2,200.00
45	305.9	Remove Storm Catch Basin	Each	12.00	\$300.00	\$3,600.00	\$250.00	\$3,000.00	\$387.00	\$4,644.00	\$300.00	\$3,600.00	\$528.00	\$6,336.00	\$200.00	\$2,400.00	\$600.00	\$7,200.00	\$353.50	\$4,242.00	\$500.00	\$6,000.00
46	306.1	Furnish and Install Storm Manhole	Lin. Ft.	31.00	\$590.00	\$18,290.00	\$631.00	\$19,561.00	\$763.00	\$23,653.00	\$625.00	\$19,375.00	\$950.00	\$29,450.00	\$1,200.00	\$37,200.00	\$700.00	\$21,700.00	\$1,016.35	\$31,506.85	\$1,315.00	\$40,765.00
47	306.8	Adjust Storm Manhole	Each	2.00	\$400.00	\$800.00	\$1,000.00	\$2,000.00	\$665.00	\$1,330.00	\$785.00	\$1,570.00	\$520.00	\$1,040.00	\$625.00	\$1,250.00	\$500.00	\$1,000.00	\$858.50	\$1,717.00	\$575.00	\$1,150.00
48	306.9	Remove Storm Manhole	Each	8.00	\$350.00	\$2,800.00	\$250.00	\$2,000.00	\$490.00	\$3,920.00	\$400.00	\$3,200.00	\$290.00	\$2,320.00	\$180.00	\$1,440.00	\$750.00	\$6,000.00	\$454.50	\$3,636.00	\$500.00	\$4,000.00
49	309.5	Clean and Televiser Sewer (Storm only)	Lump Sum	1.00	\$3,200.00	\$3,200.00	\$3,282.00	\$3,282.00	\$5,310.00	\$5,310.00	\$3,160.00	\$3,160.00	\$3,300.00	\$3,300.00	\$2,772.00	\$2,772.00	\$3,125.00	\$3,125.00	\$3,605.70	\$3,605.70	\$3,280.00	\$3,280.00
50	308.2.4	Install and Maintain Type "D" Inlet Protection	Each	22.00	\$100.00	\$2,200.00	\$73.50	\$1,617.00	\$95.00	\$2,090.00	\$100.00	\$2,200.00	\$84.00	\$1,848.00	\$117.00	\$2,574.00	\$100.00	\$2,200.00	\$84.84	\$1,866.48	\$80.00	\$1,760.00
Storm Water Base Bid							\$233,962.50	\$240,869.50		\$243,797.00		\$256,824.50		\$280,043.00		\$265,485.00		\$303,615.00		\$266,097.22		\$295,355.50
51	402.2.6.2	Remove Existing Pavement and Maintain Utility Trench	Lin. Ft.	14,000.00	\$0.50	\$7,000.00	\$0.88	\$12,320.00	\$1.80	\$25,200.00	\$1.50	\$21,000.00	\$1.70	\$23,800.00	\$2.20	\$30,800.00	\$0.50	\$7,000.00	\$1.11	\$15,540.00	\$0.75	\$10,500.00
52	405.1	Sawcut Existing Bituminous Pavement	Lin. Ft.	700.00	\$2.76	\$1,932.00	\$1.55	\$1,085.00	\$2.30	\$1,610.00	\$2.50	\$1,750.00	\$2.10	\$1,470.00	\$2.00	\$1,400.00	\$2.00	\$1,400.00	\$2.53	\$1,771.00	\$2.10	\$1,470.00
53	402.2.6.1	Remove Existing Bituminous Pavement	Sq. Yd.	18,000.00	\$0.77	\$13,860.00	\$0.01	\$180.00	\$1.80	\$32,400.00	\$0.75	\$13,500.00	\$1.00	\$18,000.00	\$1.00	\$18,000.00	\$1.75	\$31,500.00	\$0.80	\$14,400.00	\$1.25	\$22,500.00
54	403.2.5.1	Remove Concrete Curb and Gutter	Lin. Ft.	400.00	\$2.80	\$1,120.00	\$2.89	\$1,156.00	\$3.70	\$1,480.00	\$2.75	\$1,100.00	\$6.90	\$2,760.00	\$6.63	\$2,652.00	\$8.00	\$3,200.00	\$2.92	\$1,168.00	\$2.80	\$1,120.00
55	404.4.5	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	14,000.00	\$0.41	\$5,740.00	\$0.42	\$5,880.00	\$0.70	\$9,800.00	\$0.40	\$5,600.00	\$0.85	\$11,900.00	\$0.80	\$11,200.00	\$1.00	\$14,000.00	\$0.42	\$5,880.00	\$0.42	\$5,880.00
56	402.1.7.4	Unclassified Excavation	Cu. Yd.	8,100.00	\$10.71	\$86,751.00	\$11.02	\$89,262.00	\$15.90	\$128,790.00	\$10.50	\$85,050.00	\$15.80	\$127,980.00	\$15.25	\$123,525.00	\$15.00	\$121,500.00	\$11.14	\$90,234.00	\$10.70	\$86,670.00
57	402.1.4.11	Furnish and Install Geogrid	Sq. Yd.	15,200.00	\$2.14	\$32,528.00	\$2.21	\$33,592.00	\$1.50	\$22,800.00	\$2.10	\$31,920.00	\$2.10	\$31,920.00	\$2.00	\$30,400.00	\$1.60	\$24,320.00	\$2.23	\$33,896.00	\$2.15	\$32,680.00
58	401.1.1	Furnish and Install Crushed Aggregate Base	Ton	14,000.00	\$16.07	\$224,980.00	\$16.54	\$231,560.00	\$14.50	\$203,000.00	\$15.75	\$220,500.00	\$17.00	\$238,000.00	\$16.50	\$231,000.00	\$14.95	\$209,300.00	\$16.71	\$233,940.00	\$16.05	\$224,700.00
59	403.2.1.7	Furnish and Install 30-inch Concrete Curb and Gutter (continuous)	Lin. Ft.	7,500.00	\$15.23	\$114,225.00	\$16.22	\$121,650.00	\$15.90	\$119,250.00	\$15.45	\$115,875.00	\$16.25	\$121,875.00	\$15.75	\$118,125.00	\$15.00	\$112,500.00	\$16.38	\$122,850.00	\$15.90	\$119,250.00
60	403.2.1.8	Furnish and Install 30-inch Concrete Curb and Gutter (repair)	Lin. Ft.	400.00	\$60.90	\$24,360.00	\$44.10	\$17,640.00	\$43.30	\$17,320.00	\$42.00	\$16,800.00	\$44.40	\$17,760.00	\$43.35	\$17,340.00	\$60.00	\$24,000.00	\$44.54	\$17,816.00	\$43.25	\$17,300.00
61	404.3.2	Furnish and Install 6-inch Concrete Sidewalk/Driveway	Sq. Ft.	12,400.00	\$7.67	\$95,108.00	\$8.14	\$100,936.00	\$6.60	\$81,840.00	\$7.75	\$96,100.00	\$6.80	\$84,320.00	\$6.60	\$81,840.00	\$6.25	\$77,500.00	\$8.22	\$101,928.00	\$7.98	\$98,952.00
62	404.1.1	Furnish and Install 4" Concrete Sidewalk	Sq. Ft.	18,500.00	\$7.21	\$133,385.00	\$7.41	\$137,085.00	\$6.10	\$112,850.00	\$7.05	\$130,425.00	\$6.30	\$116,550.00	\$6.00	\$111,000.00	\$6.00	\$111,000.00	\$7.47	\$138,195.00	\$7.25	\$134,125.00
63	706.2	Install Detectable Warning Fields (supplied by City)	Each	16.00	\$76.13	\$1,218.08	\$78.75	\$1,260.00	\$77.30	\$1,236.80	\$75.00	\$1,200.00	\$79.00	\$1,264.00	\$77.00	\$1,232.00	\$75.00	\$1,200.00	\$79.54	\$1,272.64	\$77.25	\$1,236.00
64	402.1.5.3	Furnish and Install 1/2-inch rods	Lin. Ft.	600.00	\$2.03	\$1,218.00	\$1.32	\$792.00	\$1.30	\$780.00	\$1.25	\$750.00	\$1.30	\$780.00	\$1.25	\$750.00	\$2.00	\$1,200.00	\$1.32	\$792.00	\$1.30	\$780.00
65	402.1.7.5	Fine Grade Roadway	Sq. Yd.	17,500.00	\$1.53	\$26,775.00	\$1.58	\$27,650.00	\$1.50	\$26,250.00	\$1.52	\$26,600.00	\$1.60	\$28,000.00	\$1.50	\$26,250.00	\$1.50	\$26,250.00	\$1.60	\$28,000.00	\$1.55	\$27,125.00
66	402.2.3.1	Furnish and Install HMA Pavement (4-inch)	Ton	3,800.00	\$67.27	\$255,626.00	\$69.25	\$263,150.00	\$67.90	\$258,020.00	\$66.61	\$253,118.00	\$69.75	\$265,050.00	\$67.25	\$255,550.00	\$65.95	\$250,610.00	\$69.94	\$265,772.00	\$67.90	\$258,020.00
67	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	7,500.00	\$5.41	\$40,575.00	\$7.41	\$55,575.00	\$8.50	\$63,750.00	\$7.30	\$54,750.00	\$8.10	\$60,750.00	\$6.00	\$45,000.00	\$8.25	\$61,875.00	\$7.47	\$56,025.00	\$8.60	\$64,500.00
68	706.1	Install and Maintain Traffic Control	Lump Sum	1.00	\$2,500.00	\$2,500.00	\$26,401.00	\$26,401.00	\$7,727.00	\$7,727.00	\$9,900.00	\$9,900.00	\$10,350.00	\$10,350.00	\$8,440.00	\$8,440.00	\$9,800.00	\$9,800.00	\$10,392.90	\$10,392.90	\$35,190.00	\$35,190.00
Street-HMA Base Bid							\$1,068,901.08	\$1,127,174.00		\$1,114,103.80		\$1,085,938.00		\$1,162,529.00		\$1,114,504.00		\$1,088,155.00		\$1,139,872.54		\$1,141,998.00
Total Base Bid							\$3,049,043.58	\$3,097,627.70		\$3,169,718.80		\$3,204,297.00		\$3,253,540.00		\$3,268,000.00		\$3,281,022.00		\$3,346,664.59		\$3,358,850.00

69	402.1.6.11	Remove Existing Pavement and Maintain Utility Trench	Lin. Ft.	14,000.00	\$0.50	\$7,000.00	\$0.88	\$12,320.00	\$1.80	\$25,200.00	\$1.50	\$21,000.00	\$0.01	\$140.00	\$2.20	\$30,800.00	\$0.50	\$7,000.00	\$1.11	\$15,540.00	\$0.75	\$10,500.00
70	405.1	Sawcut Existing Bituminous Pavement	Lin. Ft.	700.00	\$2.76	\$1,932.00	\$1.55	\$1,085.00	\$2.30	\$1,610.00	\$2.50	\$1,750.00	\$2.10	\$1,470.00	\$2.00	\$1,400.00	\$2.00	\$1,400.00	\$2.53	\$1,771.00	\$2.10	\$1,470.00
71	402.2.6.1	Remove Existing Bituminous Pavement	Sq. Yd.	18,000.00	\$0.92	\$16,560.00	\$0.01	\$180.00	\$1.80	\$32,400.00	\$0.90	\$16,200.00	\$0.01	\$180.00	\$0.01	\$180.00	\$1.75	\$31,500.00	\$0.96	\$17,280.00	\$1.40	\$25,200.00
72	403.2.5.1	Remove Concrete Curb and Gutter	Lin. Ft.	400.00	\$2.19	\$876.00	\$2.26	\$904.00	\$3.70	\$1,480.00	\$2.15	\$860.00	\$8.50	\$3,400.00	\$8.00	\$3,200.00	\$8.00	\$3,200.00	\$2.28	\$912.00	\$2.25	\$900.00
73	404.4.5	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	14,000.00	\$0.38	\$5,320.00	\$0.37	\$5,180.00	\$0.70	\$9,800.00	\$0.35	\$4,900.00	\$0.80	\$11,200.00	\$0.77	\$10,780.00	\$1.00	\$14,000.00	\$0.37	\$5,180.00	\$0.37	\$5,180.00
74	402.1.7.4	Unclassified Excavation	Cu. Yd.	7,000.00	\$10.71	\$74,970.00	\$11.02	\$77,140.00	\$15.90	\$111,300.00	\$10.50	\$73,500.00	\$21.40	\$149,800.00	\$20.60	\$144,200.00	\$16.00	\$112,000.00	\$11.14	\$77,980.00	\$10.70	\$74,900.00
75	402.1.4.11	Furnish and Install Geogrid	Sq. Yd.	15,200.00	\$2.14	\$32,528.00	\$2.21	\$33,592.00	\$1.50	\$22,800.00	\$2.10	\$31,920.00	\$2.85	\$43,320.00	\$2.75	\$41,800.00	\$1.60	\$24,320.00	\$2.23	\$33,896.00	\$2.15	\$32,680.00
76	401.1.1	Furnish and Install Crushed Aggregate Base	Ton	10,000.00	\$16.07	\$160,700.00	\$16.54	\$165,400.00	\$14.50	\$145,000.00	\$15.75	\$157,500.00	\$15.30	\$153,000.00	\$14.75	\$147,500.00	\$14.95	\$149,500.00	\$16.71	\$167,100.00	\$16.05	\$160,500.00
77	402.1.1.4	Concrete Pavement 7-Inch	Sq. Yd.	12,800.00	\$46.67	\$597,376.00	\$48.28	\$617,984.00	\$46.30	\$592,640.00	\$45.98	\$588,544.00	\$47.60	\$609,280.00	\$45.75	\$585,600.00	\$82.00	\$1,049,600.00	\$52.13	\$667,264.00	\$50.62	\$647,936.00
78	403.2.1.1	Furnish and Install Concrete Curb & Gutter	Lin. Ft.	550.00	\$52.00	\$28,600.00	\$49.35	\$27,142.50	\$48.40	\$26,620.00	\$47.00	\$25,850.00	\$49.70	\$27,335.00	\$47.75	\$26,262.50	\$47.00	\$25,850.00	\$62.57	\$34,413.50	\$60.75	\$33,412.50
79	404.3.2	Furnish and Install 6-inch Concrete Sidewalk/Driveway	Sq. Ft.	12,400.00	\$7.67	\$95,108.00	\$8.62	\$106,888.00	\$7.00	\$86,800.00	\$8.10	\$100,440.00	\$7.20	\$89,280.00	\$7.00	\$86,800.00	\$6.25	\$77,500.00	\$8.22	\$101,928.00	\$7.95	\$98,580.00
80	404.1.1	Furnish and Install 4" Concrete Sidewalk	Sq. Ft.	18,500.00	\$7.21	\$133,385.00	\$7.41	\$137,085.00	\$6.00	\$111,000.00	\$6.95	\$128,575.00	\$6.20	\$114,700.00	\$6.00	\$111,000.00	\$6.00	\$111,000.00	\$7.47	\$138,195.00	\$7.20	\$133,200.00
81	402.1.5.3	Furnish and Install 1/2-inch rods	Lin. Ft.	600.00	\$2.03	\$1,218.00	\$2.10	\$1,260.00	\$2.10	\$1,260.00	\$2.00	\$1,200.00	\$2.10	\$1,260.00	\$2.00	\$1,200.00	\$2.00	\$1,200.00	\$1.32	\$792.00	\$1.30	\$780.00
82	402.1.7.5	Fine Grade Roadway	Sq. Yd.	5,300.00	\$3.01	\$15,953.00	\$3.10	\$16,430.00	\$3.00	\$15,900.00	\$1.55	\$8,215.00	\$3.10	\$16,430.00	\$1.60	\$8,480.00	\$2.95	\$15,635.00	\$3.13	\$16,589.00	\$3.05	\$16,165.00
83	402.2.3.1	Furnish and Install HMA Pavement (4-inch)	Ton	1,180.00	\$83.59	\$98,636.20	\$86.05	\$101,539.00	\$84.40	\$99,592.00	\$71.25	\$84,075.00	\$87.00	\$102,660.00	\$73.00	\$86,140.00	\$81.95	\$96,701.00	\$86.91	\$102,553.80	\$84.40	\$99,592.00
84	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	7,500.00	\$5.46	\$40,950.00	\$7.46	\$55,950.00	\$8.50	\$63,750.00	\$7.35	\$55,125.00	\$8.70	\$65,250.00	\$6.00	\$45,000.00	\$8.25	\$61,875.00	\$7.53	\$56,475.00	\$9.20	\$69,000.00
85	706.1	Install and Maintain Traffic Control	Lump Sum	1.00	\$4,200.00	\$4,200.00	\$27,401.00	\$27,401.00	\$7,727.00	\$7,727.00	\$9,900.00	\$9,900.00	\$10,350.00	\$10,350.00	\$8,440.00	\$8,440.00	\$9,800.00	\$9,800.00	\$10,392.90	\$10,392.90	\$9,995.00	\$9,995.00
Concrete-Alt Bid						\$1,315,312.20		\$1,387,480.50		\$1,354,879.00		\$1,309,554.00		\$1,399,055.00		\$1,338,782.50		\$1,792,081.00		\$1,448,262.20		\$1,419,990.50
Concrete-Alt Bid Sanitary/Water/Storm						\$3,295,454.70		\$3,357,934.20		\$3,410,494.00		\$3,427,913.00		\$3,490,066.00		\$3,492,278.50		\$3,984,948.00		\$3,655,054.25		\$3,636,842.50