



City of Neenah
Public Services and Safety Committee Agenda
Tuesday, October 13, 2026 at 5:00 PM
Neenah City Hall – 211 Walnut Street
Hauser Room

- I. Call to Order
- II. Roll Call
- III. Public Appearances
Speakers must state their name and residential address and are allowed five minutes to speak on any topic.
- IV. Approval of Minutes
 - A. Approve minutes of the September 29, 2026 Public Services and Safety Committee (Attachment)
 - B. Approve minutes of the October 7, 2026, Special Public Services and Safety Committee meeting (Attachment)
- V. New Business
 - A. Public Works
 - 1. Engineering Services Church Street Parking Ramp (Attachment)
 - 2. Repair and Replacement of Overhead Doors and Openers at the City Services Building (Attachment)
 - 3. GFL Service Agreement for Drop-Off Site Dumpsters (Attachment)
 - B. Community Development
 - 1. Eminent Development Corporation's Wisconsin Economic Development Corporation (WEDC) Community Development Investment(CDI) Grant Application for \$250,000 (Attachment)
 - C. Special Event Permits for October 13, 2026
- VI. Public Works General Construction and Department Activity Report
 - A. Public Works General Construction and Activity Report for week ending October 9, 2026
- VII. Announcements and Future Agenda Items
- VIII. Adjournment

Notice: Pursuant to the requirements of Wis. Stats. Sec. 19.84 (Open Meeting Notice Law), a majority of the Neenah Common Council may be present at this meeting. Common Council members may be present to gather information about a subject on which they have decision-making responsibility. This may constitute a meeting of the Neenah Common Council and must be noticed as such. The Council will not take any formal action at this meeting.

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
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Tuesday, September 29, 2026**

Call to Order

Vice Chairman Pollnow called to order the meeting of the Public Services and Safety Committee meeting at 5:00 PM.

Roll Call

Public Works Office Manager took roll. Alderman Defferding, Linski, Pollnow, and Steiner present. Alderman Weber excused.

Also Present: Mayor Borchardt, City Attorney Rashid, Interim Public Works Director Rohloff, Clerk Nagel, Assistant Police Chief Bernice, Community Development and Assessment Director Nieforth, Police Captain Van Sambeek, Deputy Finance Director Kahl, Building Manager Benson, Public Works Office Manager Mroczkowski, Alderman Neumann, Alderman Bruno, James Merten, Becky Heidke Kwiatkowski, Scott Becher, and Scott Francis

Public Appearances

No one in attendance spoke at the Public Appearances.

New Business

Approval of Minutes

Approval of the Amended Regular Meeting Minutes of the August 25, 2026

Motion by Defferding, seconded by Linski to approve the amended minutes of the August 25, 2026 meeting of the Public Services and Safety Committee meeting.

Call for vote by Vice Chairman Pollnow

Motion vote 4/0.

Motion Carried.

Approval of the Regular Meeting Minutes of the September 8, 2026

Motion by Steiner, seconded by Defferding to approve the minutes of the September 8, 2026, meeting of the Public Services and Safety Committee meeting.

Call for vote by Vice Chairman Pollnow

Motion vote 4/0.

Motion Carried.

New Business

Police Squad Buyback Replacement

Captain Van Sambeek stated that Squad 8, a 2025 hybrid Police Interceptor, has been out of service for more than 90 days. After ongoing reliability issues, Ford agreed to replace it under Wisconsin's buyback guidelines. A 2026 gas-model Police Interceptor has been located and is preferred due to concerns with hybrid models. The replacement will be provided at no cost to the department, and Ford will also cover all upfitting expenses. The current vehicle has about 19,300 miles, and the replacement's specifications meet department needs, with only a \$25 difference in MSRP. If the City had to pay for upfitting, costs would be around \$10,000, but funds are available if needed—though this is expected to be unnecessary.

Motion by Linski, seconded by Defferding to recommend the Common Council approve Police Department participation in the buyback process for Squad 8, allowing Ford to replace it with a 2026 gas model Poice Interceptor, and authorize up to \$10,000 for upfitting costs if required through the Capital Equipment Fund Reserve.

Call for vote by Vice Chairman Pollnow

Motion vote 4/0.

Motion Carried.

Amendment to Parking Lease Agreement with Alta Realty, LLC

Community Development and Assessment Director Nieforth stated that Alta Realty requested a lease rate adjustment for their long-term parking ramp agreement, so their rates match other major leaseholders. They will continue leasing 531 stalls under a tiered rate schedule that increases annually until reaching market rate in 2030. The City and CDA support maintaining parking for downtown businesses while covering ramp costs. After earlier council discussions.

Motion by Linski seconded by Defferding to recommend the Common Council approve an amendment to the Parking Ramp Lease Agreement with Alta Realty, LLC

The Committee discussed the costs of maintaining the parking ramp and making sure that our permit fee is at market value compared to area communities.

Alderman Pollnow asked for language clarification on page 2 of the agreement with regards to Right of First Refusal for Additional Stalls and what constitutes “notifying” the CDA.

Call for vote by Vice Chairman Pollnow

Motion vote 4/0.

Motion Carried.

\$300,000 Outdoor Recreation Legacy Partnership Grant Program (ORLP) Submittal.

Community Development and Assessment Director Nieforth stated that City staff identified a federal ORLP grant that uniquely funds basic infrastructure for public parks—costs normally not covered by state grants. The grant requires a 50/50 match and allows applications between \$300,000 and \$15 million. Staff propose applying for the minimum amount to support essential infrastructure improvements at Arrowhead Park, including road paving, drainage work, vegetation clearing, parking, and trail connections. These improvements align with DNR requirements for maintaining the closed landfill and would make the park safer, more accessible, and more inviting.

Although the Council previously asked staff to pause broader master plan implementation at Arrowhead Park, staff believe this grant is in the city’s best interest to address necessary site management, and infrastructure needs already approved by the DNR. The anticipated project cost is around \$600,000–\$650,000. Per city policy, grants over \$25,000 require approval from both the Commission of Jurisdiction and the Common Council.

Report

Motion by Steiner, seconded by Linski to recommend the Common Council approve the submittal of a \$300,000 grant application through the ORLP to assist the city with costs to install infrastructure and complete site prep at Arrowhead Park to improve public access and park utilization.

Alderman Defferding asked if there would be any additional DNR testing requirements to perform these complete this work. Director Nieforth stated no. She stated that these tasks have been approved by the DNR.

Alderman Steiner asked if this work would eventually have to be done. Director Nieforth stated yes, but that would be up to the Council. She stated that completing this work would open up a lot of opportunities for the community to start using this space as a park.

The Committee discussed concerns that the grant request had not been vetted by the Parks & Recreation Commission, concerns that the Park and Recreation Commission would want other tasks completed with the grant money than those listed in the application, and the match side of this grant funding was not included in the CIP

Alderman Steiner stated that he supports the grant funding with the items that are listed in the application.

Alderman Pollnow stated that his main concern is that the Park & Recreation Commission using these funds for other work so he cannot support.

Alderman Steiner motioned to amend to include the proposed Arrowhead Park Improvements A through F as outlined in the memo provided by Director Nieforth, seconded by Linski

Call for vote by Vice Chairman Pollnow

Motion vote 2/2 (Nay votes Defferding & Pollnow)

Motion Fails

Call for vote by Vice Chairman Pollnow on original motion

Motion vote 2/2 (Nay votes Defferding & Pollnow)

Motion Fails

Notification of Wisconsin Economic Development Corporation (WEDC) Site Assessment Grant (SAG) Award for \$150,000 (Informational Only)

Director Nieforth stated that the City received a \$150,000 grant from the Wisconsin Economic Development Corporation. The grant will be used to demolish the warehouse building on Millview Drive and prepare the site for redevelopment.

Alderman Pollnow asked when demolition would begin. Director Nieforth stated that work had already begun. She added that she worked with Building Manager Benson to solicit quotes for demolition and asbestos removal.

Special Event for September 29, 2026

No discussion.

E. Forest Avenue

James Merten, former City of Neenah Traffic Engineer, provided the Committee with a history of the pavement markings on East Forest Avenue between Third Street and Bond Street. The Committee noted that additional stakeholders should be included in the discussion and asked City Attorney Rashid for guidance on how to proceed. Attorney Rashid suggested that Alderman Defferding request that the matter be considered as a Council directive. The Committee discussed this option and agreed that it would be the best way to ensure that all interested parties were included in the discussion.

No further discussion was held.

Public Works General Construction and Department Activity Report

1) Contract 1-26 (Elm, Reed, Laudan Utilities/Street):

- a) Elm Street: Concrete curb, sidewalk, and driveway construction should be completed by 10/2/2026. Landscaping has started and should take 2 to 3 weeks. Fine grading and paving is scheduled to start the middle of October.
- b) Reed Street: Concrete curb, sidewalk, and driveway construction should be completed by 10/2/2026. Landscaping has started and should take 2 to 3 weeks. Fine grading and paving is scheduled to start the middle of October.
- c) Laudan Boulevard: Concrete curb, sidewalk, and driveway construction should be completed by 10/2/2026. Landscaping has started and should take 2 to 3 weeks. Fine grading and paving is scheduled to start the middle of October.

2) Contract 2-26 (Henry, Sterling, Winneconne):

- a) Sterling/Greenfield: The project is complete.
- b) Henry (Douglas to Monroe): Contractor will begin paving the west side of Henry Street the week of 9/28/2026. Concrete curb and gutters will begin the week of 10/5/2026.
- c) Winneconne Ave: The eastbound lane of Winneconne Avenue has been paved. The contractor will be removing the existing concrete and installing a new gravel road base on the westbound lane the week of 9/28/2026. Paving is scheduled for the week of 10/5/2026.

3) Contract 4-26 (Misc. Concrete Pavement/Sidewalk Repair): A schedule has not been set.

4) Contract 5-26 (Misc. Asphalt Pavement Repair): A schedule has not been set to complete the rest of the work.

5) City Hall Master Plan: Consultant is working on revisions based on the feedback from departments.

- 6) Freedom Acres/Homes at Freedom Meadows: There is an information meeting scheduled for September 30th at the Library from 5:30 to 7:00. Letters were sent to all residents in the Freedom Acres and Homes at Freedom Meadow Subdivision along with area landscapers.
- 7) Church St Ramp: The contractor that Building Manager Benson was working with has closed. He is working to find another contractor to do the work.

Announcements and Future Agenda Items

None

Adjournment

Motion by Linski, Seconded by Defferding to adjourn at 6:32 PM.

Call for vote by Vice Chairman Pollnow

Motion vote 4/0.

Motion Carried.

Respectfully submitted,



Lisa Mroczkowski
Public Works Office Manager

**CITY OF NEENAH
SPECIAL PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Wednesday, October 7, 2026**

Present: Chairman Weber, Aldermen Defferding, Linski, Steiner, and Pollnow

Excused: None

Also Present: Mayor Borchardt, Interim Public Works Director Rohloff, City Clerk Nagel, Building Maintenance Supervisor Benson, Aldermen Neuman and Bruno, Citizens Andrew Leonard and Scott Frances.

Chairman Weber called the meeting to order at 5:45 PM

NEW BUSINESS

Approve Church Street Repairs

Report **Motion by Pollnow, Seconded by Defferding to recommend the Common Council approve the contract with RSI Restoration Systems in the amount of \$50,000 to conduct the work listed in their proposal.**

Interim Director Rohloff presented RSI Restoration Systems proposal to address immediate maintenance needs at the Church Street Parking Ramp. The project focuses on repairing vectors, metal pieces between precast panels, to ensure a smooth driving surface to prevent edge chipping during snow removal.

Due to the immediate nature of the repairs, staff asked committee and council to approve the contract without formal bidding. More extensive repairs, including addressing corbels (haunches) and Type A condition issues identified in the Graef survey are planned for next year.

Building Maintenance Supervisor Benson intends to create a preventative maintenance plan for future maintenance needs.

Motion Carried. All voting Aye. 5/0

Adjournment

Motion by Pollnow, Seconded by Defferding to adjourn at 5:52 PM.

Call for vote by Chairman Weber

Motion Carried. All voting Aye. 5 /0

Respectfully submitted,

Charlotte K. Nagel

Charlotte Nagel, City Clerk



PROPOSAL

DATE: October 7, 2026

TO: Mr. Mark Rohloff, Interim Public Works Director
211 Walnut Street
Neenah, WI 54956
Via email to mrohloff@neenahwi.gov

FROM: Mr. Will Kroncke, Project Engineer

RE: Proposal for Engineering Services
Church Street Parking Ramp
2026 Construction Observation

American Structurepoint, Inc. (ASI) is pleased to provide the City of Neenah (Neenah) this proposal for professional engineering services in support of ongoing structural repair work at the Church Street Parking Ramp in Neenah, Wisconsin. It is our understanding that the City of Neenah has established a construction budget of \$50,000 to perform repairs during the 2026 calendar year. Neenah forwarded an engineering assessment report outlining the recommended repairs, along with a contractor proposal for the work to be performed in 2026 to ASI, via email, on September 24, 2026. Neenah subsequently retained ASI to assist in identifying and recommending a qualified, restoration contractor to perform the 2026 repairs.

These services will be rendered on behalf of Neenah to provide an independent engineering oversight of the proposed repairs and verify the repairs are being carried out in general conformance with standard industry practices, applicable codes, and the owner's interests. At the request of Neenah, ASI will provide technical guidance and recommendations to the restoration contractor, Restoration Systems Inc. as necessary, during the course of the work.

Scope of Work

We propose the following scope of work for the project:

1. Review original structural drawings, engineering assessment reports and survey notes, repair plans, submittals, proposals, schedules and any other details associated with the project. We assume all project-related documentation is available from Neenah.
2. Coordinate with RSI on the repair scope as outlined by Neenah from a previously issued proposal.

3. Perform **one** site visit to observe the contractor's work during the remaining construction phase in order to assure compliance with the repair locations, on a priority basis, and work items where agreed to with Neenah. ASI will notify and obtain written approval from Neenah prior to performing any visits beyond those listed in the Scope of Work.
4. Provide review and recommendations related to repair methods, materials, and approach, and resolve technical issues in the field with the contractor as deemed necessary.
5. Prepare field report following the site visit to document any changes or field modifications discussed on site, follow-up on previously identified construction issues, and provide an overall progress update.
6. Perform one virtual progress project meeting with RSI and Neenah during construction.

Fee Proposal

We propose the following hourly, not-to-exceed fee for professional engineering services. Any estimated and construction-related reimbursable expenses (travel, meals, reproductions) will be included in the not-to-exceed fee proposed.

Engineering Services

\$ 4,500.00

Additional Services:

Additional services would be performed on a fixed fee basis, or for those services where the extent of the scope is difficult to quantify, American Structurepoint will perform its services on an hourly basis in accordance with our standard hourly rate chart included below.

Senior Consultant.....	\$ 325.00/hour
Senior Project Manager/Fire Investigator	\$ 275.00/hour
Project Manager/Fire Investigator	\$ 250.00/hour
Project Engineer/Architect.....	\$ 225.00/hour
Staff Engineer/Architect/Senior Technician	\$ 200.00/hour
Mileage	Current Federal Rate

The following services are not included in ASI's Scope of Work, but can be included at the Client's request and billed at the hourly rates as specified above.

1. Pre-Construction or Punchlist site meetings.
2. Defining the project work scope, and performing oversight of the outlined repairs

Exclusions:

1. Permit fees of any kind or Preparation of public filings or permits.
2. Redesign of any structural elements. repair documents, sketches, details, or technical specifications, of any kind.
3. Construction means and methods.
4. New design of any MEPFP systems (mechanical, electrical, plumbing, fire protection).

Terms and Conditions

This proposal is valid for 30 days and is predicated on the Terms and Conditions provided by the City of Neenah that will form the basis of our Agreement upon your authorization to proceed.

If this proposal is acceptable, please sign and date below and email the entire document to us at your earliest convenience. We will consider the receipt of the signed document or receipt of any applicable retainer acceptance of the terms and our notice to proceed. We appreciate this opportunity to be of service to you. If you have any questions, please do not hesitate to call.

Offered by:
American Structurepoint, Inc.

Accepted by Client:

10/7/2026

(Signature) (Date)

Will Kroncke
Project Engineer

(Signature) (Date)

Printed name & title



Department of Public Works
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426
Phone 920-886-6241 • e-mail: gkaiser@neenahwi.gov
MARK ROHLOFF
INTERIM DIRECTOR OF PUBLIC WORKS

M E M O R A N D U M

DATE: October 13, 2026
TO: Mayor Borchardt and Members of the Public Services and Safety Committee
FROM: Mark Rohloff, Interim Director of Public Works
RE: Repair and Replacement of Overhead Doors and Openers at the City Service Building

In the 2026 Capital Improvement Facility Budget, \$12,000 was appropriated for the repair and replacement of the overhead doors and openers at the City Service Building. An additional \$6,030 was carried forward from 2025 and approved in the 2027–2031 Capital Improvement Plan, bringing the total available funding to \$18,030.

Building Manager Benson contracted Overhead Door Company of Appleton to repair the openers at a cost of \$7,342.00. Upon reviewing the account, he discovered that former Public Works Superintendent Radtke had spent \$15,447.88 on other repairs, creating a funding shortfall of \$4,759.88. After consulting with Director Rasmussen, Benson identified a remaining balance of \$120,115.51 in the roof repair project and requested to use a portion of those funds to cover the deficit. Director Rasmussen approved reallocating roof repair funds to complete the overhead door and opener replacement.

Staff is recommending that Council approve reallocating \$4,759.88 from the City Services Roof Repair project to the Overhead Door and Opener Replacement to address the shortage created by overspending within the original account.

an overweight fine Customer shall reimburse Contractor for the costs of such fine. Customer shall pay an extra yardage and pickup fee for Waste Material not properly contained and any fees for contaminated recyclables. Customer shall maintain the Equipment and surrounding areas in a clean manner to enable Contractor to service the Equipment safely and efficiently. Customer shall secure the Equipment at all times to prevent unauthorized access and accepts sole responsibility for all losses and damage related to the Equipment, normal wear and tear excepted. Unless otherwise agreed in writing, where Customer fails to use Contractor's Equipment for the disposal of Waste Materials for ten days or more, Customer authorizes Contractor to remove the Equipment and terminate this Agreement on notice to Customer or to charge Customer a fixed rental fee of \$10.00 per day.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all materials to be collected by Contractor are nonhazardous solid waste and Recyclables ("Waste Materials") and will not contain: (i) any hazardous, biohazardous, infectious, radioactive, flammable, explosive, biomedical, or toxic waste as defined by applicable laws or regulations, including, without limitation, any hazardous waste regulated under the Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 *et seq.* and associated regulations, 40 C.F.R. Part 261; and the Toxic Substance Control Act, 15 U.S.C. §§ 2601 *et seq.* and associated regulations, 40 C.F.R. Part 761 (including PCBs in any concentration); (ii) other materials, that because of their chemical or physical state, pose a risk to human health or the environment; or (iii) materials that require special handling or disposal due to weight, size or composition such as tree stumps, concrete, appliances or similar types of materials ("Excluded Waste"). Recyclables shall include all materials that may be recycled or recovered provided that Recyclables deemed contaminated by the receiving facility shall be charged to Customer as Waste Material plus a re-routing fee for the cost of routing the contaminated Recyclables from a recycling facility to a waste facility. Customer shall remove Excluded Waste from the Equipment or other property, but if such materials are not removed by Customer immediately then Contractor may arrange for lawful disposal at the sole cost and expense of Customer. Title to and liability for Excluded Waste shall at all times remain with Customer. Customer shall be responsible for all costs associated with Excluded Waste, including, but not limited to, handling, loading, preparing, exhuming, transporting, storing, and disposing of Excluded Waste and any materials contaminated therewith. Title to Waste Materials (as defined above) including any value received in connection therewith, shall vest with Contractor upon collection. Customer shall at its expense provide any requested chemical characterization of waste to be collected and provide prior notice of any changes in the waste characteristics or generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or recycling.

INDEMNITY. Customer shall defend, hold harmless and indemnify Contractor, its officers, directors, members, affiliates, employees, and representatives from and against any and all damage to persons, property or both (including death) or other liabilities (including, but not limited to, reasonable investigation and legal expenses) resulting from the Customer's (or its employees, invitees or subcontractors) negligence or misconduct, violation of law, use of Equipment or breach of this Agreement.

ACCESS. Customer shall provide unobstructed access to the Waste Materials on the day of collection. If such access is not provided then Customer will be notified and Contractor may make additional collection attempts, subject to "extra pick-up" or additional charges. Contractor shall be excused from providing service if precluded from doing so due to reasons beyond its control. All enclosures must meet Contractor's enclosure standards. Customer represents and warrants that any right-of-way used by Contractor to access the Equipment is sufficient to bear the weight of the Equipment and Contractor's vehicles. Contractor shall not be responsible for any damage to any curb, driveway or subsurface or enclosure.

CHARGES & PAYMENT. Customer agrees to pay all invoice charges within ten days of the date of the invoice. If payment is not made when due, Customer agrees that Contractor may charge a late charge for which Customer is responsible in any amount up to the maximum amount allowed by applicable law. Contractor may suspend service or remove its Equipment if payment is late or for any other breach by Customer without prejudice to any of Contractor's other rights, and such suspension or removal shall not constitute termination of this Agreement unless Contractor so elects. Customer shall pay any applicable franchise fees, suspension and reinstatement related charges, container exchange and relocation charges, charges for payments rejected due to non-sufficient funds, and any environmental, fuel, compliance and business impact, administrative and other charges included on Customer's invoice whether implemented on or after the Effective Date. Contractor may, in its sole discretion, increase rates and charges to Customer for: (i) any new or change in law, regulation, permit or approval, including any fees, taxes, franchise fees, tolls, host charges or similar charges related to Contractor's business; (ii) any increase in processing, recycling, treatment, disposal or transportation costs; (iii) any increase in the Consumer Price Index or successor index; (iv) weights of Waste Material being higher than those estimated; or (v) change in Contractor's charges or rate programs. In addition, Contractor may increase or impose additional charges for reasons other than those set forth above upon prior written notice (which notice may be contained in an invoice) and consent by Customer which may be evidenced verbally, in writing, or by the actions and practices of the parties including payment. Customer shall have conclusively agreed to any Change in Terms or any invoiced amounts upon the earlier of: (i) payment of the invoice; or (ii) failure of Customer to deliver a written objection within thirty days after the notice date. If Customer does not consent to such increase, Contractor may terminate this Agreement upon written notice to Customer. Customer acknowledges and agrees that any rate or charge assessed or increased is not represented to be an offset or pass through of Contractor's costs, and that such rates or charges may actually reflect an amount for profit or margin.

DISPUTES, ARBITRATION, JURY TRIAL & CLASS ACTION WAIVER. Except for claims by Contractor for collection of its fees or indemnity or claims by Customer against Contractor for damage to real property or improvements thereon, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy arising between them (WHETHER RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction. Customer acknowledges the service Contractor provides to it impacts interstate commerce and agrees that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provides adequate consideration therefor. THE PARTIES EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE AND FURTHER WAIVE THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION, ANY ACTION ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE PARTIES AGREE THAT NO ACTION MAY BE MAINTAINED AS A CLASS ACTION OR PURSUED ON A CONSOLIDATED BASIS IN ARBITRATION OR OTHERWISE. Any action (including arbitration) by Customer against Contractor whether related to this Agreement or any prior Agreement, must be brought within one year from the date of any alleged wrongful act. Any proceedings shall be conducted in the location where services are rendered by Contractor to the Customer and governed by the laws of that state. Customer shall promptly notify Contractor in writing via certified mail of any alleged breach by Contractor and allow Contractor a reasonable period of time to cure, but in any event no less than ten days. Customer's failure to give notice of an alleged breach as required by this section shall be deemed a waiver of any such claim. If any proceeding is brought by Contractor in connection with this Agreement Contractor shall be entitled to recover its legal fees and costs leading up to and incurred in that action in addition to any other relief to which it may be entitled. Contractor shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate amount paid to Contractor by Customer for the prior twelve month period, regardless of the recovery sought. This paragraph and Customer's representations, warranties and indemnification shall survive termination of the Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Contractor and Customer agree that Contractor may change the preprinted terms and conditions of this Agreement in the future.

MISCELLANEOUS. CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL ARE EXPRESSLY DISCLAIMED. If there is a conflict in this Agreement between terms which are preprinted and those which are handwritten, the handwritten language shall govern. If there is a conflict between this Agreement and any other agreement or purchase order between Customer and Contractor, the terms of this Agreement shall govern. Customer consents and agrees that Contractor may monitor and record calls and that any contact information provided by Customer, including, but not limited to, telephone numbers and e-data, may be used by Contractor and its affiliates, and their respective employees, agents and service providers, for any and all communications (including, but not limited to: service issues, marketing and debt collection), which consent may not be unilaterally or orally revoked without the mutual written agreement of both parties. Customer represents that it is the subscriber or user of any contact information provided to Contractor by Customer. This Agreement is binding on the parties and their successors and assigns, provided Customer may not assign this Agreement without the prior written consent of Contractor. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior negotiations. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions.



Memorandum

Date: October 13, 2026

To: Mayor Borchardt, Chairperson Weber, and Members of the Public Services and Safety Committee

From: Kelly Nieforth, Director of Community Development and Assessment

RE: Eminent Development Corporation's Wisconsin Economic Development Corporation (WEDC) Community Development Investment(CDI) Grant Application for \$250,000 (Attachment)

Eminent Development Corporation is proposing to submit a \$250,000 CDI grant application to the WEDC to assist with the costs to redevelop the former Harn's Furniture site on South Commercial Street. The intent of the WEDC CDI Grant Program is to encourage investment in the business districts within communities and support shovel-ready projects.

The Community Development Authority of the City of Neenah owns the property and sent out a Request for Proposals in the summer of 2025 and chose Eminent Development Corporation's proposal to construct fifty (50) workforce housing units and commercial space on the two-acre site within the South Commercial Street Business District. Construction is anticipated to start in the spring of 2027 and be completed in 2028.

WEDC allows a private developer or a municipality to submit a grant application for the CDI Grant Program but requires the municipality to provide a resolution of support if the private developer submits the grant application. The City or the CDA will not be required to provide funds to assist with the grant match but may assist with drafting certain elements of the grant application.

Recommendations

Appropriate action is to recommend Council approve the resolution to support Eminent Development Corporation's \$250,000 Community Development Investment Grant application to the Wisconsin Economic Development Corporation for the redevelopment of the former Harn's Furniture site owned by the Community Development Authority of the City of Neenah.

Attachments:

1. Res 2026-XX CDI Grant Support
2. Exhibit A for WEDC Grant Resolution

RESOLUTION NO. 2026-XX

**A RESOLUTION SUPPORTING THE SUBMITTAL OF AN APPLICATION
FOR THE WEDC COMMUNITY DEVELOPMENT INVESTMENT GRANT PROGRAM
FOR THE ASSISTANCE OF REDEVELOPMENT AT THE FORMER HARN'S FURNITURE
SITE**

WHEREAS, the City of Neenah is committed to supporting private redevelopment efforts aimed at redeveloping blighted and underutilized sites; and

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) provides Community Development Investment (CDI) Grants up to \$250,000 in support of urban shovel-ready projects with an emphasis on investments in business districts; and

WHEREAS, the Community Development Authority (CDA) of the City of Neenah released a Request for Proposals in the Summer of 2025 and chose a proposal from Eminent Development Corporation to construct fifty (50) workforce housing units and commercial space on CDA-owned property (also known as the Harn's Furniture redevelopment site further described in Exhibit A); and

WHEREAS, it is the desire of Eminent Development Corporation to pursue up to \$250,000 of CDI Grant monies for the redevelopment of this property to construct fifty (50) workforce housing units and commercial space within the South Commercial Street corridor; and

WHEREAS, the Community Development Authority of the City of Neenah and the City of Neenah are not responsible for providing funds to meet the minimum dollar match for the grant and are not responsible for the submittal of the CDI grant application; and

IT IS, THEREFORE RESOLVED THAT, the Community Development Authority of the City of Neenah and the City of Neenah support the submittal of a CDI Grant application to the WEDC by Eminent Development Corporation for the redevelopment of the former Harn's Furniture redevelopment site and will comply with state and federal rules for the program; and

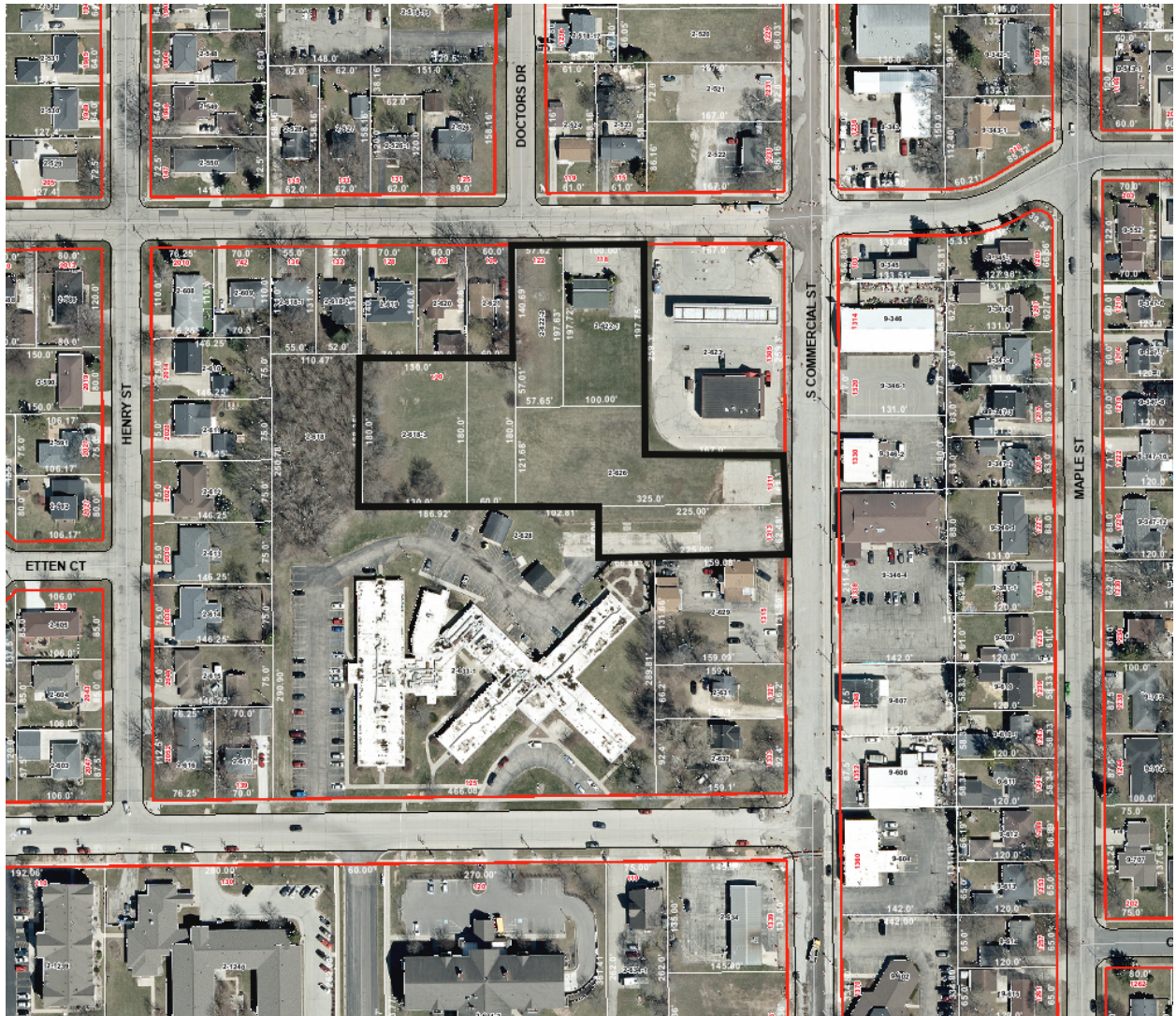
HEREBY AUTHORIZES city staff to assist with the grant process as deemed necessary by the WEDC.

Adopted this 21st day of October 2026

By a vote of: () in favor, () opposed, and -0- abstain

BY: _____ Clerk of the City of Neenah, WI

Exhibit A



Public Services & Safety Committee

October 13, 2026

Approved Special Event Permits (Informational Only)

Applicant	Name of Event	Class of Event	Location	Alcohol	Date(s)	Approved
Brehmer Law LLC	5th Anniversary Celebration	Class B less than 200 attendees, no travel lane closures	117 W Wisconsin	DORA Hours	11/3/26 3-6 pm	10/9/2026



M E M O R A N D U M

DATE: October 9, 2026
TO: Mayor Borchardt and Members of the Public Services and Safety Committee
FROM: Mark Rohloff, Interim Director of Public Works
RE: Public Works General Activity

- 1) Contract 1-26 (Elm, Reed, Laudan Utilities/Street):
 - a) Elm Street: All aprons are in. Landscaping and manhole adjustments will take place the week of 10/12/26. Grading and paving is scheduled the week of the 10/19/2026.
 - b) Reed Street: : All aprons are in. Landscaping and manhole adjustments will take place the week of 10/12/26. Grading and paving is scheduled the week of the 10/19/2026.
 - c) Laudan Boulevard: : All aprons are in. Landscaping and manhole adjustments will take place the week of 10/12/26. Grading and paving is scheduled the week of the 10/19/2026.
- 2) Contract 2-26 (Henry, Sterling, Winneconne):
 - a) Sterling/Greenfield: Completed
 - b) Henry: South of Winneconne: The contractor paved the other side of Henry and Winneconne on 10/8/2026. Curb, apron, sidewalks and landscaping will take place the week of 10/19/26
- 3) Winneconne Ave: Curb, apron, sidewalks and landscaping will take place the week of 10/19/26
- 4) Contract 4-26 (Misc. Concrete Pavement/Sidewalk Repair): Contractor should be in town the week of 10/19/26 or 10/26/2026.
- 5) Contract 5-26 (Misc. Asp/halt Pavement Repair): Contractor should be in town the week of 10/19/26 or 10/26/2026.
- 6) Pavement Marking: Waiting for Winneconne to be complete. Contractor will then place pavement markings from Harrison Street to Henry St.
- 7) City Hall Master Plan: Nothing new to report.
- 8) Freedom Acres/Homes at Freedom Meadows: Letters were sent to all residents with a link to a webpage designed specifically for Freedom Acres and Homes at Freedom Meadows residents. The website will have a FAQ, development agreements, grading maps and other pertinent information for residents. Terrace restorations notices were mailed to those residents who do not have their terraces planted yet. The residents will have the option of having the city contractor to the work. If they chose this option, they will be billed accordingly.
- 9) Church St Ramp: Contractor will begin work the week of 10/19/2026.