



City of Neenah
Public Services and Safety Committee Agenda
Tuesday, June 9, 2026 at 5:00 PM
Neenah City Hall – 211 Walnut Street
Council Chambers

- 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. Approval of Minutes of the meeting of May 26, 2026
- V. New Business
 - A. Licenses
 - 1. Approve the Renewal Pawnbroker/Secondhand Jewelry Dealer Application to Mega Media Xchange, 1152 Westowne Drive, Neenah, Robert Settecasse, Agent
 - B. Police Department
 - 1. Flock Cameras Update
 - C. Department of Legal and Administrative Services
 - 1. Repealing and Replacing 11-86 Sale and Discharge of Fireworks Restricted
 - D. Public Works
 - 1. Nicolet Boulevard Roundabout Intersection Control Evaluations - Intermunicipal Agreement
- VI. Unfinished Business
 - A. Open Item List
- VII. Public Works General Construction and Department Activity Report
 - A. Public Works General Activity
- VIII. Announcements and Future Agenda Items
- IX. 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, May 26, 2026

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

Excused:

Also Present: Mayor Borchardt, City Attorney Rashid, Public Works Director Kaiser, City Clerk Nagel, Office Manager Mroczkowski, Alderman Bruno, Frank Cuthert, Mark Newman, Debbie Ludka, Marilyn Fahrenkrug, Nathaniel Miller, Gloria DeGrave, and Danielle Falesnik

Chairman Weber called the meeting to order at 5:00 PM

Public Appearances

Nathaniel Miller, 981 Grove Street, Neenah – Mr. Miller spoke on Flock cameras being used by the City of Neenah Police Department. He encouraged the City to rescind their contract with Flock. He stated that the cameras cause a public safety threat because of the misuse of the data.

Gloria DeGrave, 981 Grove Street, Neenah – Ms. DeGrave spoke on Flock cameras being used by the City of Neenah Police Department. She stated that Flock cameras are not safe, and she feels scared knowing that they are being used by the police department. She stated that the City of Menasha had an employee use the data inappropriately for their own benefit.

Debbie Ludka, 324 Castle Oak Drive, Neenah – Ms. Ludka stated that she is attending the meeting as an interested citizen and plans to be an applicant for the open alderman seat in District 2.

Mark Newman, 509 Chatham Court, Neenah – Mr. Newman stated that he is attending the meeting to meet the people that make this city good. He stated that he hopes to contribute at some point in the future.

Marilyn Fahrenkrug, 1543 E Paynes Point Rd, Neenah – Ms. Fahrenkrug spoke on Flock cameras being used by the City of Neenah Police Department. She stated that she encourages the City to cancel the contract with Flock. She stated that her opposition is the potential for abuse of the data, data security, and the erosion of personal privacy. Ms. Fahrenkrug stated that she objects to the city using her tax dollars for mass surveillance.

Danielle Falesnik, 614 Cleveland Street, Neenah – Ms. Falesnik spoke on Flock cameras being used by the City of Neenah Police Department. She stated that she is opposed to Flock cameras and asks that the City Council cancel the Flock contract. She stated that the data is being shared with government agencies for illegal and discriminatory purposes.

Chairperson Weber closed Public Appearances at 5:12 PM

Chairperson Weber stated that the Flock cameras will be an agenda item at the June 9, 2026, Public Services and Safety Committee meeting.

Approval of Minutes of the Regular Meeting of May 12, 2026

Motion by Pollnow, Seconded by Linski to approve the minutes of the Regular Meeting of May 26, 2026.

Call for vote by Chairman Weber

Motion Carried. All voting Aye. 5/0

NEW BUSINESS

Cemetery Zero Turn Mower Proposals

Report **Motion by Pollnow, Seconded by Defferding to recommend the Common Council approve the purchase of the 52” Scag Tiger Cat II Mower from Joe’s Power Center in the amount of \$11,578.95.**

Call for vote by Chairman Weber

Motion Carried. All voting Aye. 5/0

Liquor License Quota

Clerk Nagel stated there were two changes made during the 2025-2026 licensing year. She stated the first was that a full year “Class A” Fermented Malt Beverages in convenience stores, and an ordinance amendment that eliminated having a separate entrance and cash register for the sale of intoxicating liquor.

Clerk Nagel stated that the city has reached its quota of (38) Regular “Class B” intoxicating liquor licenses issued; only (9) reserve “Class B” Intoxicating Liquor licenses remain. She stated that the reserve licenses require a \$10,000 non-refundable deposit. She stated that the deposit goes into the general fund for the city to spend as it sees fit.

Report **Motion by Linski, Seconded by Steiner to recommend the Common Council approve Exhibit “A”, 2026-2027 Liquor License renewal applications**

Alderman Defferding asked who sets the amount for the non-refundable deposit for the reserve licenses. Clerk Nagel stated that it is a state statute.

Chairperson Weber called for vote.

Motion on vote 4/1/0 (Pollnow abstained)

Motion Carried.

Solid Waste Ordinance Update – Ordinance 2026-10

Director Kaiser reviewed his memo of May 26, 2026. He stated that the latest annual recycling report to the WDNR came a requirement to update local ordinances to address the WDNR's recently updated administrative rules. He stated that the changes in Ordinance 2026-10 brings the city into compliance with the new rules and clarifies other language in the code. Director Kaiser stated that most of the recycling-related changes reflect language from the WDNR model ordinance.

Report

Motion by Linski, Seconded by Steiner, to recommend the Common Council approve Ordinance 2026-10 Solid Waste Collection and Disposal.

The Committee discussed the required changes, the purpose for the changes, the expectation and burden it places on landlords in notifying their tenants, and language change specifically for multi-family properties.

Alderman Pollnow stated that the changes from the WDNR are not fair to landlords and will not be supporting Ordinance 2026-10.

Chairperson Weber called for vote.

Motion on vote 3/2 (Pollnow & Defferding).

Motion Carried.

UNFINISHED BUSINESS

None

Public Works General Construction and Department Activity Report

- 1) Contract 4-25 (Misc Concrete Pavement/Sidewalk Repair): Work is complete. Final quantities are being prepared.
- 2) Contract 5-25 (Misc Asphalt Pavement Repair): Some work items have been carried over to 2026.
- 3) Contract 12-25 (Courtside Fields Pond): The contractor is using the remaining stone to prepare the basin for clay liner installation. The remaining storm sewer work will be done after the clay liner is in place.
- 4) Contract 1-26 (Elm, Reed, Laudan Utilities/Street):
 - a) Elm St: Water main installation is complete. Sanitary sewer is being installed south of Division. Laterals are being installed as main is placed. Staff and the contractor are evaluating if there is a need to add storm sewer main for a section south of Laudan Boulevard.

- b) Reed St: Sanitary sewer installation is complete. Water main is being installed south of Division.
- 5) Contract 2-26 (Henry, Sterling, Winneconne): Water main and sewer main installation are complete on Greenfield and Sterling. There is about another week of lateral installation remaining. The contractor plans to move to work on Henry St around Memorial Day. On May 7, staff held a meeting with businesses on Henry St to review the work schedule and discuss property access.
- 6) Contract 3-26 (Tullar Garage Roof Repair – Vehicle Storage Bays): Work is complete. A final pay request is being brought to the Board of Public Works.
- 7) Contract 4-26 (Misc. Concrete Pavement/Sidewalk Repair): A schedule has not been set.
- 8) Contract 5-26 (Misc. Asphalt Pavement Repair): A schedule has not been set.
- 9) City Hall Master Plan: The consultant has held interviews with all departments and completed building measurements. An updated floor plan is being prepared after which they'll prepare alternate layouts.

Director Kaiser stated that concepts plans are ready and staff will be sitting down with the consultant on Monday, June 1.

- 10) Epoxy Pavement Marking: Quotes are being solicited for the work.

Director Kaiser stated that one quote has been received for \$90,000. He stated staff is waiting for one more to be submitted by a contractor.

- 11) City Hall HVAC Upgrade: Energy Control & Design is completing work on the first floor. Work on the basement units will follow.

Alderman Pollnow asked what the process is for creating the miscellaneous asphalt bid each year. Director Kaiser stated that the list is compiled all year long. He stated the list is reviewed to verify areas that our street crew can repair instead of having a contractor repair them.

Alderman Pollnow asked about the open items list. Chairperson Weber asked for it to be put on the next agenda as old business.

	TVs	CPUs	Monitors	Freon	Electronics	Appliances, Small Electronics & Printers	Total
Spring 2019	11,068	1,398	710	2,325	3,621	7,758	26,880
Fall 2019	7,025	1,322	234	3,004	2,024	5,156	18,765
Spring 2020	12,759	3,350	1,147	2,211	4,403	8,468	32,338
Fall 2020	11,028	1,581	722	3,532	5,233	8,300	30,396
Spring 2021	7,246	1,551	543	2,432	3,485	7,060	22,317
Fall 2021	5,272	860	349	1,611	2,798	4,480	15,370
Spring 2022	6,702	943	668	2,179	4,312	5,240	20,044
Fall 2022	6,288	1,759	716	1,557	3,476	4,100	17,896
Spring 2023	5,090	1,482	598	1,666	3,687	6,360	18,883
Fall 2023	3,811	1,090	254	2,591	3,859	4,860	16,465
Spring 2024	4,921	1,594	504	2,638	4,380	6,587	20,624
Fall 2024	5,493	2,165	511	3,989	4,753	6,570	23,481
Spring 2025	5,816	1,847	334	2,127	5,145	7,169	22,438
Fall 2025	4,040	1,176	372	1,516	3,834	3,600	14,538
Spring 2026	4,469	1,526	414	2,090	5,216	5,840	19,555

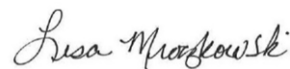
Adjournment

Motion by Pollnow, Seconded by Defferding to adjourn at 5:38 PM.

Call for vote by Chairman Weber

Motion Carried. All voting Aye. 5 /0

Respectfully submitted,



Lisa Mroczkowski
Public Works Office Manager

Public Services & Safety Committee

June 9, 2026

Pawnbroker/Secondhand Dealer Application

New/Renewal	Applicant	Trade Name	Address of Business	Appropriate Motion
Renewal	Robert Settecase	Mega Media Xchange	1152 Westowne Drive	Recommend Council approve the Secondhand Jewelry Dealer for Mega Media Xchange



LICENSE APPLICATION

For
PAWNBROKER
SECONDHAND JEWELRY DEALER
SECONDHAND ARTICLE DEALER

CHECK ALL THAT APPLY:

<input checked="" type="checkbox"/> Original Application	<input type="checkbox"/> Renewal
TYPE: <input type="checkbox"/> Pawnbroker	<input type="checkbox"/> Secondhand Jewelry Dealer CODE: AO
<input checked="" type="checkbox"/> Secondhand Article Dealer	
<input type="checkbox"/> Temporary Location: _____	
Temporary Event Dates: _____	
<input checked="" type="checkbox"/> Permanent License: Expires 12/31/2019	

INSTRUCTIONS:

INDIVIDUAL LICENSE – Complete Sections 1, 2, 3 and 6
 PARTNERSHIP LICENSE – Complete Sections 1, 2, 3, 4 and 6
 CORPORATE LICENSE – Complete Sections 1, 2, 3, 5 and 6

(SECTION 1) APPLICANT INFORMATION

Applicant Name (Last, First, MI) <i>Settecase, Robert A</i>				
Street Address <i>109 E. Wilson St. Apt 1305</i>	City <i>Madison</i>	State <i>WI</i>	Zip Code <i>53703</i>	Home Telephone Number

(SECTION 2) CONVICTION RECORD

Have you, or any other person listed on this application, been convicted of any of the following:
 A FELONY WITHIN THE LAST TEN (10) YEARS? YES NO

WITHIN THE LAST TEN (10) YEARS OF:

A misdemeanor? YES NO

A statutory violation punishable by forfeiture? YES NO

A County or Municipal Ordinance violation? YES NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction information:
6.14.21 speedometer Violations

(SECTION 3) BUSINESS INFORMATION

Business Name <i>Mega Media Exchange</i>	Street Address <i>1152 West Town Dr.</i>	City <i>Neenah</i>	State <i>WI</i>	Zip Code <i>54956</i>	Telephone Number
Owner's Name <i>Robert Settecase</i>	Street Address <i>109 E. Wilson St.</i>	City <i>Madison</i>	State <i>WI</i>	Zip Code <i>53703</i>	Telephone Number
Business Manager's Name <i>Drew Warnke</i>	Street Address	City	State	Zip Code	Telephone Number
Building Owner's Name <i>DH Prime Development</i>	Street Address <i>41 Kensington Ct.</i>	City <i>Appleton</i>	State <i>WI</i>	Zip Code <i>54915</i>	Telephone Number

(SECTION 4) PARTNERSHIP INFORMATION

Partnership Name:

List Name, address, sex, race and date of birth (DOB) of all partners. Attach additional sheets, if necessary

Name (Last, First, MI)	Sex	Race	DOB	Street Address	City	State	Zip

(SECTION 5) CORPORATE INFORMATION

Corporation Name:

MM6 LLC

State of Incorporation:

WI

List Name, address, sex, race and date of birth (DOB) of all corporation officers and directors. Attach additional sheets, if necessary

Name (Last, First, MI)	Sex	Race	DOB	Street Address	City	State	Zip Code
<i>Settecase, Robert A</i>				<i>109 E. Wisconsin^{North 1123} ST</i>	<i>Madison</i>	<i>WI</i>	<i>53703</i>

(SECTION 6) PENALTY NOTICE

I understand that this license may be denied or revoked for fraud, misrepresentation or false statement contained in the application or for any violation of Wis. Stats. §§ 134.71, 943.34 or 948.63.

I certify that I have no delinquent taxes, assessments, or other claims in whole or part owed to neither the City of Neenan nor any delinquent forfeiture resulting from a violation of any City ordinance.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge. I agree to inform the clerk within ten (10) days of any change in the information supplied in this application.

Signature of Applicant:

[Handwritten Signature]

Print Name of Applicant:

Robert Settecase

FOR ADMINISTRATIVE USE ONLY

Date of Application	Date Effective	License Expiration <i>12/31/20</i>	Clerk Signature
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FEES RECEIVED: Pawnbroker Bond \$500.00 Secondhand Article License \$80.00 Code: **AO**
 Pawnbroker License \$210.00 Secondhand Jewelry License \$80.00

TOTAL FEE: \$ _____

Receipt number:

BACKGROUND CHECK INFORMATION

Recommend Approval Recommend Denial (Attach Explanation)

Applicant meets guidelines for issuance of Pawnbroker, Secondhand Jewelry Dealer and/or Secondhand Article Dealer

- No outstanding Court fines (Patty K)
- No outstanding parking tickets (Tina L)
- No delinquent claims (Patie F)
- Police Background Check / CCAP completed (Laurie K.)
- No Delinquent Water Bill (Julie R.)



Memorandum

Date: June 9, 2026

To: Mayor Borchartd and Members of the Public Services and Safety Committee Meeting

From: City Attorney Raschid, Police Chief Aaron Olson & Fire Chief Travis Teesch

RE: Repealing and Replacing 11-86 Sale and Discharge of Fireworks Restricted

The City of Neenah's current ordinance regarding the sale and discharge of fireworks needs reform to not only clearly set forth the City's expectations regarding the sale and discharge of fireworks but to also work congruently with our sister city Menasha.

The purpose of this updated ordinance is to clearly define what the City regards as fireworks, the sale of appropriate fireworks, how one can obtain a permit to sell fireworks within the City, what is considered proper storage and handling, liability and finally, how the City will treat violations of this ordinance.

APPROPRIATE ACTION WOULD BE A MOTION TO RECOMMEND TO COUNCIL THAT IT ADOPT THE ORDINANCE AS PROPOSED.

Attachments:

1. Firework Ordinance



211 Walnut Street
Neenah, WI 54956

AN ORDINANCE: Plan Commission
Re: Repealing and Replacing Chapter 11 Article IV
Section 11-86 Sale and Discharge of Fireworks
Restricted

ORDINANCE NO. 2026-11

Introduced: _____

Committee/Commission Action: _____

AN ORDINANCE

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

Section 1. Chapter 11 ARTICLE IV OFFENSES INVOLVING PUBLIC PEACE, SAFETY AND ORDER, SECTION 11-86 – SALE AND DISCHARGE OF FIREWORKS RESTRICTED of the Code of Ordinances of the City of Neenah are repealed and replaced in its entirety.

Sec 11-86

(a) **DEFINITION.** In this Section, "fireworks" means anything manufactured, processed or packaged for exploding, emitting sparks or combustion which does not have another common use, but does not include any of the following:

- (1) Fuel or a lubricant.
- (2) A firearm cartridge or shotgun shell.
- (3) A flare used or possessed or sold for use as a signal in an emergency or in the operation of a railway, aircraft, watercraft or motor vehicle.
- (4) A match, cigarette lighter, stove, furnace, candle, lantern or space heater.
- (5) A cap containing not more than one-quarter (1/4) grain of explosive mixture, if the cap is used or possessed or sold for use in a device which prevents direct bodily contact with a cap when it is in place for explosion.
- (6) A toy snake which contains no mercury.
- (7) A model rocket engine.
- (8) Tobacco and a tobacco product.
- (9) A sparkler on a wire or wood stick not exceeding thirty-six (36) inches in length or 0.25 inch in outside diameter which does not contain magnesium, chlorate or perchlorate.
- (10) A device designed to spray out paper confetti or streamers and which contains less than one-quarter (1/4) grain of explosive mixture.
- (11) A fuseless device designed to produce audible or visible effects or audible and visible effects, and that contains less than one-quarter (1/4) grain of explosive mixture.
- (12) A device that is designed primarily to burn pyrotechnic smoke-producing mixtures, at a controlled rate, and that produces audible or visible effects, or audible and visible effects. (Police distraction devices are exempt)

- (13) A cylindrical fountain that consists of one or more tubes and that is classified by the federal department of transportation as a Division 1.4 explosive, as defined in 49 CFR 173.50.
- (14) A cone fountain that is classified by the federal department of transportation as a Division 1.4 explosive, as defined in 49 CFR 173.50.
- (15) A novelty device that spins or moves on the ground.
- (b) **SALE.** No person may sell or possess with intent to sell fireworks, except:
 - (1) By appropriate permit issued under Subsection (c)(3);
 - (2) To a municipality; or
 - (3) For a purpose specified under Subsection (c)(2)b-f.
- (c) **USE.**
 - (1) Permit Required. No person may possess or use fireworks without a permit from the Mayor or from an official or employee of the City as designated by the Mayor following a recommendation from the Fire Chief or their designee. No person may use fireworks or a device listed under Subsection (a)(5)-(7) and (9)-(15) while attending a fireworks display for which a permit has been issued to a person listed under Subparagraph (c)(3)a-e or g or under Subparagraph (c)(3)f if the display is open to the general public. A person transporting fireworks is required to obtain a permit under this Subsection if in the course of transporting the fireworks through the City of Neenah, the person remains in the City of Neenah for a period of at least 72 hours.
 - (2) Permit Exceptions. Subparagraph (c)(1) above does not apply to:
 - a. The City, except that City fire and law enforcement officials shall be notified of the proposed use of fireworks at least two (2) days in advance.
 - b. The possession or use of explosives in accordance with rules or general orders of the Wisconsin Department of Safety and Professional Services.
 - c. The disposal of hazardous substances in accordance with rules adopted by the Wisconsin Department of Natural Resources.
 - d. The possession or use of explosive or combustible materials in any manufacturing process.
 - e. The possession or use of explosive or combustible materials in connection with classes conducted by educational institutions.
 - f. A possessor or manufacturer of explosives in possession of a license or permit under 18 U.S.C. 841 to 848 if the possession of the fireworks is authorized under the license or permit.
 - g. Except as provided in Subsection (c)(1), the possession of fireworks in the City of Neenah while transporting the fireworks to a city, town or village where the possession of the fireworks is authorized by permit or ordinance.
 - h. The possession of fireworks by a person who is not a resident of this state if the person does not use the fireworks in this state.
 - (3) Who May Obtain Permit. A permit under this subsection may be issued only to the following:
 - a. A public authority.
 - b. A fair association.
 - c. An amusement park.
 - d. A park board.
 - e. A civic organization.
 - f. An agricultural producer for the protection of crops from predatory birds or animals.
 - g. Any individual or group of individuals. A permit issued to a group of individuals confers the privileges under the permit to each member of the group.

- (4) Crop Protection Signs. A person issued a permit for crop protection shall erect appropriate warning signs disclosing the use of fireworks for crop protection.
- (5) Insurance. The Mayor or Mayor's designee issuing a permit under this Subsection shall require the applicant to provide a certificate of liability insurance evidencing minimum limits of \$2,000,000 coverage per person for personal injury and not less than \$1,000,000 for property damage per occurrence for bodily injury and property damage and naming the City of Neenah and the property owner, if different, as additional insureds. Such certificate shall be issued by an insurance company approved and licensed by the state office of the commissioner of insurance to do business in this state. .
- (6) Required Information for Permit. A permit under this Subsection shall specify all of the following:
 - a. The name and address of the permit holder.
 - b. The date on and after which fireworks may be purchased.
 - c. The general kind and approximate quantity of fireworks which may be purchased.
 - d. The date or dates and location of permitted use.
 - e. Other special conditions prescribed by ordinance.
 - f. Confirmation of receipt of payment of permit fee in the amount listed in the City Fee Schedule.
 - g. The permit holder's agreement to pay the actual cost of public safety services provided by the City as determined by the Fire Chief and the Police Chief. The Chiefs shall provide an estimate of costs within 14 days of receipt of all information required herein.
- (7) Copy of Permit. A copy of a permit under this Subsection shall be given to the Fire Chief and Chief of Police at least two (2) days before the date of authorized use.
- (8) Minors Prohibited. A permit under this Subsection may not be issued to a minor.
- (9) Compliance with Law. A permit holder shall comply with all requirements of this Code, State Statutes, the provisions of the International Fire Code pertaining to Fireworks adopted hereunder and any conditions of permit issuance. Failure to comply with any of these requirements shall be considered a violation of this section.
- (d) **STORAGE AND HANDLING.**
 - (1) Fire Extinguishers Required. No wholesaler, dealer or jobber may store or handle fireworks on the premises unless the premises are equipped with fire extinguishers approved by the Fire Chief or their designee.
 - (2) Smoking Prohibited. No person may smoke where fireworks are stored or handled.
 - (3) Fire Chief to be Notified. A person who stores or handles fireworks shall notify the Fire Chief or their designee of the location of the fireworks.
 - (4) Storage Distance. No wholesaler, dealer or jobber may store fireworks within five hundred (500) feet of a dwelling.
 - (5) Restrictions on Storage. No person may store fireworks within five hundred (500) feet of a public assemblage or place where gasoline or volatile liquid is sold in quantities exceeding one (1) gallon.
- (e) **PARENTAL LIABILITY.** A parent or legal guardian of a minor who consents to the use of fireworks by the minor is liable for damages caused by the minor's use of the fireworks.
- (f) **MUNICIPAL LIABILITY.** The City of Neenah is not civilly liable for damage to any person or property caused by fireworks for the sole reason that the City of Neenah issued a permit in accordance with the requirements of sub. (c) and any applicable requirements authorized under this Section, that authorized the purchase, possession, or use of the fireworks.
- (g) **VIOLATIONS.**

- (1) A person who violates any Section of this ordinance shall forfeit not less than \$100.00 nor more than \$1,000, together with the costs of prosecution and, in default of payment thereof, to imprisonment in the county jail for a period of time determined by the Judge of the Municipal Court. Each day of violation of this division shall constitute a separate offense.
- (2) A parent or legal guardian of a minor who consents to the use of fireworks by the minor shall forfeit not less than \$100.00 nor more than \$1,000, together with the costs of prosecution and, in default of payment thereof, to imprisonment in the county jail for a period of time determined by the Judge of the Municipal Court.
- (3) Schedule of Fireworks Ordinance Forfeitures:
 - a. For Juveniles (not less than)
 - See City of Neenah Bond Schedule
 - b. For Adults: (not less than)
 - 1st Offense: \$125 + \$170 Court Costs = \$295
 - 2nd Offense: \$225 + \$196 Court Costs = \$421
 - 3rd Offense: \$1000 + \$397.50 Court Costs = \$1,397.50
 - (For Third or subsequent offense within 36 months of Conviction)

Section 2. Severability. In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

Section 3. Repeal and Replaced and Effective Date. All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Moved by: _____
 Adopted: _____
 Approved: _____
 Published: _____

Approved:

 Brian D. Borchardt, Mayor

Attest:

 Charlotte Nagel, City Clerk

THIS INSTRUMENT WAS DRAFTED BY:
 City Attorney David C. Rashid
 211 Walnut Street

Neenah, WI 54956
State Bar No. 1056542



Memorandum

Date: June 9, 2026

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

From: Gerry Kaiser, Director of Public Works

RE: Nicolet Boulevard Roundabout Intersection Control Evaluations - Intermunicipal Agreement

As the next step in evaluating potential roundabouts at the intersections of Nicolet/Commercial/Washington and Nicolet/Ahnaip/Third, the Cities of Neenah and Menasha are interested in preparing intersection control evaluations.

Attached is an Intermunicipal Agreement with the City of Menasha for these studies. Menasha will serve as the lead on the project and Neenah will share in the cost on a 50/50 basis. Neenah will also pay a 10% administration fee. The estimated Neenah cost is \$6,500.

At their meeting on June 1, 2026, the Menasha Board of Public Works recommended approval by their Council.

Staff recommends that Council authorize the appropriate city officials to sign the Intergovernmental Cooperation Agreement for the Nicolet Boulevard Intersection Control Evaluations.

Attachments:

1. IMA_Nicolet RBT ICE Report 2026052

**NICOLET BOULEVARD – COMMERCIAL STREET
INTERSECTION CONTROL EVALUATION**

**INTERMUNICIPAL AGREEMENT
CITY OF NEENAH - CITY OF MENASHA**

THIS AGREEMENT is entered into under Wis. Stat., § 66.0301(2) & (7) between the City of Neenah, a Wisconsin Municipal Corporation, located in Winnebago County, State Wisconsin (hereafter “Neenah”); and the City of Menasha, a Wisconsin Municipal Corporation, located in Winnebago County, State of Wisconsin (hereafter “Menasha”) (collectively, the “Parties”).

Recitals

WHEREAS, Neenah and Menasha hereby agree to evaluate the intersections of Nicolet Boulevard/Commercial Street/Washington Street/First Street/Sanford Street and Nicolet Boulevard/Ahnaip Street/Third Street, which are partially located in both cities, by conducting Intersection Control Evaluations (Studies); and

WHEREAS, the intersections lie on the border of Menasha and Neenah; and

WHEREAS, a change in traffic control at the intersections impact both cities; and

WHEREAS, Neenah and Menasha had previously conducted roundabout feasibility analyses at the intersections, which concluded that it would be possible to construct a roundabout at each intersection; and

WHEREAS, it is in the Parties’ interest to contract with MSA Professional Services, Inc., the consultant who conducted the feasibility study, given their familiarity with the project and the overlapping nature of the work with the Studies; and

WHEREAS, Neenah and Menasha have negotiated an arrangement whereby Menasha will be the lead jurisdiction for the Studies, and the Parties will share in their costs as set forth below.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, the exchange of mutual promises given, one city to the other, and for other good and valuable consideration the receipt of which is acknowledged, the Parties hereby agree as follows:

1. Menasha shall be solely responsible for negotiating and entering into a contract with MSA Professional Services, Inc. for the Studies. The Parties shall share the costs of such contract and related activities as set forth in Paragraph 4 below.
2. While both Parties will be ultimately responsible for paying the Studies’ costs as set forth below, Menasha shall be initially responsible to pay the consultant performing the Studies. Upon receipt of the completed Studies’ reports (or as otherwise provided in the prospective contract therefor) Menasha shall invoice Neenah for its proportionate (50%) share of the costs. The invoices shall only require payment for that portion of the Work then in place at the time the invoice is submitted. Neenah shall pay, as and for reimbursement, Menasha’s invoices within 30 days of their respective receipt.

3. The Parties agree to share all costs in the following manner:
 - a. Each City will pay for half (50%) of the cost of the Study.
 - b. Menasha shall review and recommend action on contract amendments related to the Study in consultation with Neenah. The decision of Menasha regarding such amendments shall be final. Menasha shall notify Neenah of said actions.
 - c. The Parties agree that the final invoice submitted to Neenah shall include an administrative charge equal to 10% of Neenah's total cost share.

4. To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, and their respective elected officials, officers, employees, insurers and agents from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, and statutory court costs (together "Claim") arising out of or resulting from or in connection with the performance of the Work, provided that either party's obligation under this section applies only to the extent of its negligence or intentional acts. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution that would otherwise exist and pertain.

5. Prior to its beginning the Work, Menasha shall require evidence acceptable to it necessary proof that the provider of the Studies has secured and will maintain adequate insurance coverage as follows:

- Worker's Compensation: Statutory Limits
- Employer's Liability:
 - Bodily Injury By Accident \$500,000 Each Accident
 - Bodily Injury By Disease \$500,000 Policy Limit
 - Bodily Injury By Disease \$500,000 Each Employee
- Comprehensive Auto Liability Each Occurrence \$500,000
 Comprehensive Auto Liability insurance required under this paragraph shall be written on an "any auto" or Symbol 1 basis.
- Umbrella Coverage \$2,000,000
- Commercial General Liability
 - Each Occurrence Limit \$1,000,000
 - Personal/Advertising Injury Limit \$1,000,000
 - Products/Completed Operations Aggregate Limit \$2,000,000
 - Per Project General Aggregate Limit \$2,000,000

All insurance coverages shall be on a primary and non-contributing basis. In addition, a certificate of insurance shall be issued and provided to Menasha naming it and Neenah as additional insureds on the consultant's policy.

6. This Agreement represents the entire integrated agreement between the Parties. This Agreement may only be amended by the written agreement of both Parties.

7. Notices under this agreement shall be sent to the following addresses:

If to the City of Neenah:
City Clerk
City of Neenah
211 Walnut Street
Neenah, WI 54956

If to the City of Menasha:
City Clerk
City of Menasha
100 Main Street, Suite 200
Menasha, WI 54952

Dated this _____ of _____, 2026.

CITY OF NEENAH

CITY OF MENASHA

By: _____
Brian D. Borchardt, Mayor

By: _____
Austin R. Hammond, Mayor

Attest: _____
Charlotte K. Nagel, City Clerk

Attest: _____
Kaija Snyder, City Clerk

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

By: _____
Director of Finance

Approved as to form:

David C. Rashid, Neenah City Attorney

Approved as to form:

Margaret J. Struve, Menasha City Attorney



M E M O R A N D U M

DATE: June 5, 2026
TO: Mayor Borchardt and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: Public Works General Activity

- 1) Contract 4-25 (Misc Concrete Pavement/Sidewalk Repair): Work is complete. Final quantities are being prepared.
- 2) Contract 5-25 (Misc Asphalt Pavement Repair): Some work items have been carried over to 2026.
- 3) Contract 12-25 (Courtside Fields Pond): The contractor is shaping the bowl of the pond in preparation for clay liner installation. The remaining storm sewer work will be done after the clay liner is in place.
- 4) Contract 1-26 (Elm, Reed, Laudan Utilities/Street):
 - a) Elm St: Water main tie-ins will be done at Division and at the school. Storm sewer main and laterals will be installed the week of 6/8 between Division and Laudan. A change order is being processed for additional storm sewer piping south of Laudan.
 - b) Reed St: Sanitary sewer installation is complete. Watermain installation will be completed the week of 6/8. Work on the storm sewer main and utility services between Laudan and Division will be done following watermain installation.
- 5) Contract 2-26 (Henry, Sterling, Winneconne):
 - a) Sterling/Greenfield: The pipebursting contractor is onsite replacing sewer laterals and water services from the property line to the house.
 - b) Henry: Water main installation is done from Douglas to Jackson.
- 6) Contract 4-26 (Misc. Concrete Pavement/Sidewalk Repair): A schedule has not been set.
- 7) Contract 5-26 (Misc. Asphalt Pavement Repair): A schedule has not been set.
- 8) City Hall Master Plan: Staff is scheduled to meet with the consultant on 6/8 to review the data collection and initial layout concepts.
- 9) Stormwater Management Plan Update: The RFP for the update to the Stormwater Management Plan was distributed to seven firms on 5/27. Proposals are due on 6/19 with a selection recommendation scheduled to come to Committee on 7/7.
- 10) Woodenshoe Road: Staff met with the Town of Neenah to review some of their upcoming work plans. One of their projects is a mill and resurface on Woodenshoe Road from CTH G to a point about ½ mile north. A small portion of that road is in the City. I've prepared an agreement for their review that will come to a future meeting.