



City of Neenah
COMMON COUNCIL AGENDA
Wednesday, January 18, 2023 - 7:00pm
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. None.
- III. Approval of Council Proceedings
 - A. Approval of the Council Proceedings of January 4, 2023 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. Approve the Cigarette & Tobacco Products License Application for Grainworks Old & New, 200 Main Street, Neenah WI, agent, Brian Duncan. **(PSSC)**
 - B. Approve the Cigarette & Tobacco Products License Application for Commercial Petro, 521 S. Commercial Street, Neenah WI, agent, Manisha Balami. **(PSSC)**
 - C. Approve Class A Combination Liquor/Beer Application for Grainworks Old & New, LLC, 200 Main Street, Neenah WI, agent Brian Duncan. **(PSSC)**
 - D. Approve Class B Combination Liquor/Beer Application for Double Tree by Hilton Neenah, WP Neenah SPE OPS, LLC, 123 E Wisconsin Avenue, Neenah WI, agent Debbie Becklund. **(PSSC)**
 - E. Approve Change of Agent/Trade Name for Ultimate Mart, LLC, Pick 'N Save #124, 1530 S Commercial Street, Neenah WI. **(PSSC)**
 - F. Approve the renewal Secondhand Dealer Application for J. Anthony Jewelers, 220 S Commercial Street for the 2023 licensing year. **(PSSC)**
 - G. Approve the renewal Secondhand Dealer Application for ecoATM, LLC, located inside Walmart at 1155 W Winneconne Ave for the 2023 licensing year. **(PSSC)**
 - H. **(UC)**
- VII. Reports of standing committees
 - A. Regular Public Services and Safety Committee meeting of January 10, 2023: (Chairperson Lendrum/Vice Chairperson Hillstrom) (Minutes can be found on the City web site)

1. Committee recommends Council approve the placement of 82 Historical Doty Island signs on the street name signs, with the City of Neenah donating the labor to install the signs. **(RollCall-Pro)**
 2. Committee recommends Council approve the SRO contract between the Neenah Joint School District and the City of Neenah. **(RollCall-Pro)**
 3. Committee recommends Council approve the lease amendment with Youth Go Inc., for the Cecil Street Garage with a start date of April 1, 2023. **(RollCall-Pro)**
 4. Committee recommends Council approve the 2023 budget amendments as outlined in the table in Director Kaiser, January 3, 2023 memo. **(RollCall-Pro)**
- B. Regular Finance and Personnel Committee meeting of January 9, 2023: (Chairperson Erickson/Vice Chairperson Skyrms) (Minutes can be found on the City web site)
1. Committee recommends Council approve 2023 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing. **(RollCall-Pro)**
 2. **Committee recommends Council approve the purchase of parking enforcement software and parking enforcement hardware (13 printers and 1 tablet) at a cost not to exceed \$16,500, funded by the Downtown Parking carry forward in TIF 8. (RollCall-Pro)**
 3. Committee recommends Council approve the carry forward of 2022 Information Systems operating funds to 2023 as follows: \$8,000 from Outside Software Services, \$10,000 from Computer Software Outlay, and \$2,000 from Computer Hardware Outlay. **(RollCall-Pro)**
 4. Committee recommends Council approve the 2023 Contract for Interim Market Update Assessment Services with Associated Appraisal in the amount of \$50,000. **(RollCall-Pro)**
 5. Committee recommends Council approve Resolution 2023-01: Fee Schedule Change. **(RollCall-Pro)**
 6. Committee recommends Council approve Resolution 2023-02: Weights and Measures Fees. **(RollCall-Pro)**
- VIII. Reports of special committees and liaisons and various special projects committees
- A. Regular Plan Commission meeting of January 10, 2023: (Council Rep Steiner) (Minutes can be found on the City web site)
 1. No report.
 - B. Board of Public Works meeting of January 10, 2023: (Vice Chairperson Hillstrom) (Minutes can be found on the City web site)
 1. Information Only Items:
 - a) The Board approved Change Order No. 2 for Contract 11B-22 Water Service Replacement Hunt Avenue, Madison Street, and Nicolet Boulevard from Carl Bowers & Sons Construction Company in the amount of \$11,235.00.

- b) The Board approved Pay Request No. 1 for Contract 11B-22 Water Service Replacement Hunt Avenue, Madison Street, and Nicolet Boulevard for the amount of \$321,277.12 to Bowers & Sons Construction, Kaukauna, WI.
 - c) The Board approved Pay Request No. 1, Arrowhead Park Phase 1B – Pier contract from Lunda Construction Company, Black River Falls, WI in the amount of \$170,725.74 material purchased to complete pier.
 - 2. Council Action Items: None.
 - C. Reports on neighborhood groups
 - 1. Business Improvement District Board (BID Board) – Alderperson S kyrms
 - D. Library Board
 - 1. Report from the Library Board – Alderperson Erickson
 - E. Neenah Arts Council
 - 1. Report from the Neenah Arts Council – Alderperson Erickson
 - F. Landmarks Commission
 - 1. Report from the Landmarks Commission – Alderperson Steiner
 - G. Parks & Recreation Commission
 - 1. Report from the Park Commission – Alderperson Borchardt
- IX. Presentation of petitions
- A. Any other petition received by the City Clerk’s Office after distribution of the agenda.
- X. Council Directives
- A. Status update on Doty Island convenience store/gas station opportunities. (Alderperson Erickson)
- XI. Unfinished Business
- XII. New Business
- A. Any announcements/questions that may legally come before the Council.
- XIII. Adjournment

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Clerk’s Office (920) 886-6100 or the **City’s ADA Coordinator at (920) 886-6110 or e-mail clerk@ci.Neenah.wi.us** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

**Proceedings of Neenah Common Council
Wednesday, January 4, 2023—7:00 PM**

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00 PM, January 4, 2023, in the Council Chambers of Neenah City Hall.

Mayor Lang is the chair.

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

Also present were Eric Maggio and family, Alexander M. Collins, Bethanie Gengler, Donald Beckham.

Mayor Lang called the meeting to order at 7:00 PM.

- I. The Mayor/Alderpersons recorded their attendance on the RollCall-Pro System as the Clerk called the roll. Alderperson Steiner led the Pledge of Allegiance.
- II. Introduction and Confirmation of Mayor's Appointment(s)
 - A. Appoint Eric Maggio to the Parks & Recreation Commission for a three year term ending December 2025. **(UC)**
 - B. Swearing in – Clerk Nagel swore Eric Maggio into the Parks & Recreation Commission.

There being no objections the Mayor's appointments were ordered approved by unanimous consent.

Mr. Maggio addressed the Council by stating the he and his family are Neenah natives. The entire Maggio family utilizes the parks and recreation system. He is looking forward to giving back to the community and serving on the Parks & Recreation Commission.

- III. Approval of Council Proceedings
 - A. Approval of the Council Proceedings of December 21, 2022 regular session. **(UC)**

There being no objections the Council Proceedings of December 21, 2022 was ordered approved as written by unanimous consent.

IV. Public Forum

V. Consent Agenda – None.

VI. Reports of standing committees

- A. NMFR Joint Finance & Personnel Committee meeting of December 19, 2022: (Alderperson Borchardt) (Minutes can be found on the City web site)
 1. Committee recommends Council approve the purchase of a UTV, skid unit and trailer for a cost not to exceed \$50,000.00. **(RollCall-Pro)**
MSRCP Borchardt/Boyette to approve as recommended by committee, all voting aye.
 2. Committee recommends Council approve the carry forward of \$9,547.00 from NMFR's 2022 All Other Equipment CIP budget (180-2481-712-8133). **(RollCall-Pro)**

MSCR P Borchardt/Boyette to approve as recommended by Committee, all voting aye.

3. Committee recommends Council approve the carry forward request of \$10,000 from NMFR's maintenance of software budget (180-2301-712-0218). **(RollCall-Pro)**
MSCR P Borchardt/Boyette to approve as recommended by Committee, all voting aye.

VII. Closed Session

- A. The Council may convene into closed session pursuant to Wis. Stats §19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session relating to the Southpark Industrial Park Expansion Area. **(RollCall-Pro)**
MSCR P Stevenson/Borchardt for the Council to convene into closed session pursuant to Wis. Stats §19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session relating to the Southpark Industrial Park Expansion Area. The Council may reconvene into open session to take action on the item discussed in closed session, all voting aye in a voice vote.
- B. The Council may reconvene into open session pursuant to Wis. Stats. § 19.85(2) to consider or act on closed session recommendation(s).

After a brief recess, the Council convened into closed session at 7:30 PM. The Council adjourned the meeting in closed session.

VIII. Adjournment

MSC Stevenson/Borchardt to adjourn, all voting aye. Meeting adjourned at 8:18 PM.

Respectfully submitted,



Charlotte Nagel, City Clerk

Common Council Minutes
Wednesday, January 4, 2023—7:00 PM

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00 PM, January 4, 2023, in the Council Chambers of Neenah City Hall.

Mayor Lang is the chair.

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

Also present were Eric Maggio and family, Alexander M. Collins, Bethanie Gengler, Donald Beckham.

Mayor Lang called the meeting to order at 7:00 PM.

- I. The Mayor/Alderpersons recorded their attendance on the RollCall-Pro System as the Clerk called the roll. Alderperson Steiner led the Pledge of Allegiance.
- II. Introduction and Confirmation of Mayor's Appointment(s)
 - A. Appoint Eric Maggio to the Parks & Recreation Commission for a three year term ending December 2025. **(UC)**
 - B. Swearing in – Clerk Nagel swore Eric Maggio into the Parks & Recreation Commission.

There being no objections the Mayor's appointments were ordered approved by unanimous consent.

Mr. Maggio addressed the Council by stating the he and his family are Neenah natives. The entire Maggio family utilizes the parks and recreation system. He is looking forward to giving back to the community and serving on the Parks & Recreation Commission.

- III. Approval of Council Proceedings
 - A. Approval of the Council Proceedings of December 21, 2022 regular session. **(UC)**

There being no objections the Council Proceedings of December 21, 2022 was ordered approved as written by unanimous consent.

- 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.

Alexander Collins, 331 E. Wisconsin Avenue – Introduced himself as a District 1 Alderman candidate for the Spring Election.

Donald Beckham, 113 N. John Street – Would like to have the bus shelter from the Church Street location moved to the current location on Doty Street. That shelter is heated which is much more desirable in the winter. Mr. Beckham understands there is some question as to whether or not the Doty Street location will be the permanent transfer station but would like to see the heated shelter moved.

Don Nussbaum, 665 Dartmouth Drive, County Board Supervisor – Brought forth the Winnebago County Board Scholarship Program to the Council. There are nine \$1,000 scholarship available and the deadline to submit paperwork is March 31st.

After additional calls for comments there were no appearances. Mayor Lang closed the public forum at 7:07 PM.

- V. Mayor/Council consideration of public forum issues
Director Kaiser addressed the concern regarding the heated bus shelter and bus route. The city has been working with both East Central Regional Planning and Valley Transit who are in the process of hiring a consultant, of which part of the scope of the contract is to do a study of the best location for the conjunction of the bus routes in downtown Neenah. The results of the completed study will be presented to the Council for final decision on a permanent location.
- VI. Consent Agenda – None.
- VII. Reports of standing committees
- A. Regular Public Services and Safety Committee meeting of December 27, 2022: (Chairperson Lendrum/Vice Chairperson Hillstrom) (Minutes can be found on the City web site)
1. Meeting cancelled, no report.
- B. Regular Finance and Personnel Committee meeting of December 26, 2022: (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 December 19, 2022: (Aldersperson Borchardt) (Minutes can be found on the City web site)
1. Committee recommends Council approve the purchase of a UTV, skid unit and trailer for a cost not to exceed \$50,000.00. **(RollCall-Pro)**
MSRCP Borchardt/Boyette to approve as recommended by committee, all voting aye.

Discussion: Aldersperson Stevenson pointed out that a grant was the funding mechanism for the purchase of the UTV, skid unit and trailer, and asked Fire Chief Kloehn to explain.

Fire Chief Kloehn explained State of Wisconsin EMS Safety Grant award around \$120,000 to NMFR. The grant money could be used in a variety of ways. The current UTV is used by both cities in parades, special events, on trails, and in various other ways. The current UTV is about 18 years old and is due to be replaced in the next two years in the CIP. This UTV is a bigger than the current one and also has the appropriate trailer. The department is researching other EMS equipment for the remainder of the funds.

Aldersperson Stevenson explained that purchasing the UTV now will save taxpayers borrowed money two years from now, and the replacement will be removed from the CIP as part of the next approval process.

Aldersperson Lendrum was hoping the department would keep the current UTV to use in multiple call situations. Chief Kloehn advised the current UTV will be used as a trade-in with a value between \$6,000 to \$7,000. The machine is also starting to have mechanical issues, plus the department can

borrow from an Oshkosh business if an additional UTV is needed for special events. With that said, the department felt that trading-in the current UTV was the best option.

2. Committee recommends Council approve the carry forward of \$9,547.00 from NMFR's 2022 All Other Equipment CIP budget (180-2481-712-8133). **(RollCall-Pro)**
MSCRP Borchardt/Boyette to approve as recommended by Committee, all voting aye.

No discussion.

3. Committee recommends Council approve the carry forward request of \$10,000 from NMFR's maintenance of software budget (180-2301-712-0218). **(RollCall-Pro)**
MSCRP Borchardt/Boyette to approve as recommended by Committee, all voting aye.

No discussion.

- VIII. Reports of special committees and liaisons and various special projects committees
 - A. Regular Plan Commission meeting of December 27, 2022: (Council Rep Steiner) (Minutes can be found on the City web site)
 1. Meeting cancelled, no report.
 - B. Community Development Authority
 1. Report from the CDA – Director Haese
 - a. No report.
 - C. Sustainable Neenah Committee
 1. Report from the Sustainable Neenah Committee – Alderperson Borchardt
 - a. No report.
 - D. Bergstrom Mahler Museum
 1. Report from the Bergstrom Mahler Museum – Alderperson Steiner
 - a. Report from the meeting of December 28, 2022.
 - b. Thursdays the museum hosts guided meditations at 6:00pm.
 - c. Night at the Museum Fundraiser will take place on March 11, 2023.
 - E. Parks & Recreation Commission
 1. Report from the Park Commission – Alderperson Borchardt
 - a. No report.
- IX. Presentation of petitions
 - A. Any other petition received by the City Clerk's Office after distribution of the agenda.
 1. No petitions.
- X. Council Directives
 - A. Alderperson Erickson would like an update on the feasibility and opportunities to attract a convenience store/gas station on Doty Island directive next meeting.

XI. Unfinished Business

XII. New Business

- A. Any announcements/questions that may legally come before the Council.

XIII. Closed Session

- A. The Council may convene into closed session pursuant to Wis. Stats §19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session relating to the Southpark Industrial Park Expansion Area. **(RollCall-Pro)**

MSCRP Stevenson/Borchardt for the Council to convene into closed session pursuant to Wis. Stats §19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session relating to the Southpark Industrial Park Expansion Area. The Council may reconvene into open session to take action on the item discussed in closed session, all voting aye in a voice vote.

- B. The Council may reconvene into open session pursuant to Wis. Stats. § 19.85(2) to consider or act on closed session recommendation(s).

After a brief recess, the Council convened into closed session at 7:30 PM. The Council adjourned the meeting in closed session.

XIV. Adjournment

MSC Stevenson/Borchardt to adjourn, all voting aye. Meeting adjourned at 8:18 PM.

Respectfully submitted,



Charlotte Nagel, City Clerk



Application for Cigarette and Tobacco Products License

MUNICIPAL USE ONLY

License Number
Period Covered
Date of Issuance

Applicant's Wisconsin 15-digit Sales Tax Account Number 456-1029938138-02
(Must be issued in the same Legal Name of the licensee below)

Legal Name (corporation, limited liability company, partnership or sole proprietorship) <u>Grainworks Old & New LLC</u>			Federal Employer Identification No. (FEIN) <u>81-5410235</u>	
Trade of Business Name <u>Grainworks Old + New</u>			Telephone Number <u>920-841-7543</u>	
Business Address (Permit Location) <u>200 Main St</u>		Business Located In <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town	Business Telephone <u>920-841-7543</u>	
City <u>Neenah</u>	State <u>WI</u>	ZIP Code <u>54956</u>	County <u>Winnebago</u>	
Mailing Address (if different than business address) <u>1055 Pilgrim Rd</u>		City <u>Neenah</u>	State <u>WI</u>	ZIP Code <u>54956</u>

Organization (check one)

- Sole Proprietor
- Partnership
- Other (describe) _____
- Wisconsin Corporation – Enter date incorporated: _____
- Out-of-State Corporation – Are you registered to do business in Wisconsin? YES NO

- YES NO
 - YES NO
 - YES NO
 - YES NO
 - YES NO
 - YES NO
 - YES NO
 - YES NO
 - YES NO
- Does the applicant understand that they must purchase cigarettes only from, distributors, jobbers, or subjobbers who hold a permit with the Wisconsin Department of Revenue?
 - Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-261-6435.)
 - Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
 - Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<http://witobaccocheck.org>)
 - Does the applicant understand that they may not sell, give, or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
 - Does the applicant understand that they may not sell single cigarettes?
 - Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premise for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal Penalties, including loss of cigarette/tobacco products?
 - Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?
 - Does applicant owe any delinquent taxes, assessments or other claims in whole or part to the City or any delinquent forfeiture resulting from a violation of any City Ordinance.

Cigarettes/Tobacco **MUST** be sold Over the Counter

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Brian Duncan
(Signature: Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

Copy Application To Health Dept.

Brian Duncan
Print Name

Cigarette License Fee: \$100 per year
All Licenses expire on June 30, 2023

CTP-200 (R. 9-19)

Applicable Laws and Rules: This document provides statements or interpretations of the following laws and regulations in effect as of September 19, 2019: Sections 134.65, 134.66, 139.321, 139.79, 139.76, 995.10, and 995.12, Wis. Stats.

F:\CLERK\WPDATA\Licenses\Cigarette\CTP-200 Application for Cigarette and Tobacco Products License updated 10-2019.doc



Application for Cigarette and Tobacco Products License

MUNICIPAL USE ONLY

Applicant's Wisconsin 15-digit Sales Tax Account Number 456 1031182796-04
(Must be issued in the same Legal Name of the licensee below)

License Number
Period Covered
Date of Issuance

Legal Name (corporation, limited liability company, partnership or sole proprietorship) <u>Mahabai LLC</u>			Federal Employer Identification No. (FEIN) <u>92-1326764</u>	
Trade of Business Name <u>Commercial Petro</u>			Telephone Number <u>9207504571</u>	
Business Address (Permit Location) <u>521 S. Commercial Petro</u>		Business Located In <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town	Business Telephone <u>9207504571</u>	
City <u>Neenah</u>	State <u>WI</u>	ZIP Code <u>54956</u>	County <u>Winnebago</u>	
Mailing Address (if different than business address) <u>Same</u>		City	State	ZIP Code

Organization (check one)

- Sole Proprietor Wisconsin Corporation – Enter date incorporated: _____
- Partnership Out-of-State Corporation – Are you registered to do business in Wisconsin? YES NO
- Other (describe) Single member LLC

- YES NO 1. Does the applicant understand that they must purchase cigarettes only from, distributors, jobbers, or subjobbers who hold a permit with the Wisconsin Department of Revenue?
- YES NO 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-261-6435.)
- YES NO 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- YES NO 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<http://witobaccocheck.org>)
- YES NO 5. Does the applicant understand that they may not sell, give, or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- YES NO 6. Does the applicant understand that they may not sell single cigarettes?
- YES NO 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premise for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal Penalties, including loss of cigarette/tobacco products?
- YES NO 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?
- YES NO 9. Does applicant owe any delinquent taxes, assessments or other claims in whole or part to the City or any delinquent forfeiture resulting from a violation of any City Ordinance.

Cigarettes/Tobacco **MUST** be sold Over the Counter

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature: Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

Copy Application To Health Dept.

manisha Balam
Print Name

Cigarette License Fee: \$100 per year
All Licenses expire on June 30, 2023

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning January 19 20 23 ;
ending June 30 20 23 ;

TO THE GOVERNING BODY of the: Town of }
 Village of } Neenah
 City of }

County of Winnebago Aldermanic Dist. No. _____ (if required by ordinance)

1. The named Individual Partnership Limited Liability Company
 Corporation / Nonprofit Organization

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Brian James Duncan
Grainworks Old & New LLC Chad Steven Duncan

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name (Last, First, M.I.)	Home Address	Post Office & Zip Code	Date of Birth
President/Member	<u>Duncan Brian J</u>	<u>1055 Pilgrim Rd Neenah WI</u>	<u>54956</u>	
Vice President/Member	<u>Duncan Chad S</u>	<u>W5077 Quarry Rd Appleton WI</u>	<u>54913</u>	
Secretary/Member				
Treasurer/Member				

3. Trade Name Retail shop (Grainworks Old+New) Business Phone Number 920-841-7543
4. Address of Premises 200 Main St Neenah WI Post Office & Zip Code 54956

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 12/6/2022 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 3000 sqft retail space with storage in basement

10. Legal description (omit if street address is given above): 200 Main St Neenah WI 54956
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued?

12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]. Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No
15. Does the applicant owe any delinquent taxes, assessments or other claims in whole or part to the City or any delinquent forfeitures resulting from a violation of any City Ordinance? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Applicant's WI Seller's Permit No.: <u>456-1029938138-02</u> FEIN Number: <u>81-5410235</u>	
LICENSE REQUESTED	
<input checked="" type="checkbox"/> Class A beer	\$ <u>89.00</u>
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$ <u>178.00</u>
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>125.00</u>
TOTAL FEE	\$ <u>332.00</u>

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Duncan		Brian		James	
Home Address (street/route)		Post Office	City	State	Zip Code
1055 Pilgrim Rd			Neenah	WI	54956
Home Phone Number		Age	Date of Birth	Place of Birth	
[REDACTED]					

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- _____ of _____
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
 which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 45 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
 [REDACTED]
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending. _____
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. _____
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

(Signature of Named Individual)

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of Neenah County of Winnebago City

The undersigned duly authorized officer(s)/members/managers of Grainworks Old & New LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Grainworks Old & New: Bourbon Barrel Boutique
(trade name)

located at 200 Main St Neenah WI 54956

appoints Brian Duncan
(name of appointed agent)
1055 Pilgrim Rd Neenah WI 54956
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 45 years

Place of residence last year Neenah WI

For: Grainworks Old & New LLC
(name of corporation/organization/limited liability company)

By: Brian Duncan
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Brian Duncan, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Brian Duncan 12/6/2022 Agent's age [REDACTED]
(signature of agent) (date)
1055 Pilgrim Rd Neenah WI 54956 Date of birth [REDACTED]
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(date) (signature of proper local official) (town chair, village president, police chief)

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning January 19 20 23 ;
 ending June 30 20 23

TO THE GOVERNING BODY of the: Town of }
 Village of } Neenah
 City of }

County of Winnebago Aldermanic Dist. No. NA (if required by ordinance)

1. The named Individual Partnership Limited Liability Company
 Corporation / Nonprofit Organization

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): WP Neenah SPE OPS LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name (Last, First, MI)	Home Address	Post Office & Zip Code	Date of Birth
President/Member	<u>Crawford, Brent</u>	<u>95 N. Riverview #512</u>	<u>Dublin, Ohio 43017</u>	[REDACTED]
Vice President/Member				
Secretary (Member)	<u>Batra, Jatin</u>	<u>7469 Overland Trail</u>	<u>Delaware Oh 43015</u>	[REDACTED]
Treasurer/Member				
Agent	<u>Debbie Becklund</u>	<u>619 Hunters Point Rd</u>	<u>Neenah, WI 54956</u>	
Directors/Managers	<u>Ron Caldwell</u>	[REDACTED]		

3. Trade Name Double Tree by Hilton Neenah Business Phone Number 920-725-8441
 4. Address of Premises 123 E Wisconsin Ave Post Office & Zip Code Neenah 54956

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
 8. (a) Corporate/limited liability company applicants only: Insert state Ohio and date 3/15/22 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Sportsbar, dining room, meeting rooms, public spaces/outdoors
 10. Legal description (omit if street address is given above):
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued?
 12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]. Yes No
 13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No
 15. Does the applicant owe any delinquent taxes, assessments or other claims in whole or part to the City or any delinquent forfeitures resulting from a violation of any City Ordinance? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Batra</u>		(first name) <u>Jatin</u>		(middle name)	
Home Address (street/route) <u>7469 Overland Trail</u>		Post Office	City <u>Delaware</u>	State <u>Oh</u>	Zip Code <u>43035</u>
Home Phone Number		Age	Date of Birth	Place of Birth	
[REDACTED]				[REDACTED]	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.

_____ of _____
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

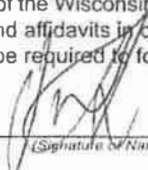
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 0
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. Yes DoubleTree Appleton - and Four Points Appleton
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
[REDACTED]			

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.



(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Becklund		Deborah		J.	
Home Address (street/route)		Post Office	City	State	Zip Code
619 Hunters Pt. Rd.			Neenah	WI	54956
Home Phone Number		[REDACTED]			

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Agent of WP Neenah SPE OPS LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
- which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 35 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers:

Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Deborah Becklund
(Signature of Named Individual)

DEPARTMENT OF THE TREASURY
 ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB)
Alcohol Dealer Registration – For Use On and After July 1, 2008
 (Please read instructions carefully before completing this form)

SECTION 1 – IDENTIFYING INFORMATION

Complete all fields in section 1 to correctly identify your business

NAME (Last, First, Middle) or CORPORATE NAME (If Corporation) WP Neenah S&P OPS LLC		EMPLOYER IDENTIFICATION NUMBER (See Instructions) 88-3238605	
MAILING ADDRESS (Street address or P.O. Box) 123 E Wisconsin Ave		CITY Neenah	STATE WI
		ZIP CODE 54956	

SELECT BOX a, b, or c:

- a. NEW BUSINESS
- b. OUT OF BUSINESS

12/27/22

DATE OF CHANGE, OR OF ENTRY INTO BUSINESS, OR OF TERMINATION OF BUSINESS (mm/dd/yyyy)

c. EXISTING BUSINESS WITH CHANGE IN: (complete items below)

- NAME / TRADE NAME
 - ADDRESS / LOCATION
 - BUSINESS CLASS
 - PHONE
 - OWNERSHIP INFO
 - EMPLOYER IDENTIFICATION NUMBER
- (OLD: 47-2987276)
(NEW: 88-3238605)

SECTION 2 – BUSINESS CLASS(ES) AND PREMISES LOCATIONS

Enter information below for each business location, using the appropriate class code

DEALER CLASS	SUBCLASS	CLASS CODE
RETAIL DEALER (Anyone who sells, or offers for sale, beverage alcohol products to any person other than a dealer. Examples are package stores, restaurants, bars, private clubs, fraternal organizations, grocery stores or supermarkets which sell such beverages.)	Liquors (Distilled Spirits, Wine or Beer)	11
	Beer Only	12
	Liquors (Distilled Spirits, Wine or Beer) – At Large*	15
	Beer Only – At Large*	16
WHOLESALE DEALER (Anyone who sells, or offers for sale, beverage alcohol products to another dealer. An IMPORTER must register as a wholesaler if he or she sells beverage alcohol products to other dealers.)	Liquors (Distilled Spirits, Wine, or Beer)	31
	Beer Only	32

* A retail dealer at large is one whose business requires him to move from place to place, such as a circus or carnival.

CLASS CODE	TRADE NAME	PREMISES ADDRESS STREET NUMBER AND NAME	CITY, STATE, ZIP CODE	TELEPHONE NUMBER
11	DoubleTree by Hilton Level One	123 E Wisconsin Neenah, WI 54956	Neenah, WI 54956	(920) 725-5441
				()
				()
				()
				()

Under penalties of perjury, I declare that the statements in this registration are true and correct to the best of my knowledge and belief; that this registration applies only to the specified business and location or, where the registration is for more than one location, it applies only to the businesses at the locations specified on the attached list.

SIGNATURE Connie Baum	TITLE Acctg. Specialist	DATE 11/30/22
---------------------------------	-----------------------------------	-------------------------

SECTION 3 – OWNERSHIP INFORMATION

INDIVIDUAL OWNER PARTNERSHIP CORPORATION LLC OTHER (Specify)

FULL NAME John Batra	RESIDENCE ADDRESS 7469 Overland Trail Delaware Ohio 43015	POSITION Partner
FULL NAME Brent Crawford	RESIDENCE ADDRESS 95N Riverview #512 Dublin, Ohio 43017	POSITION Partner
FULL NAME Robert Hoying	RESIDENCE ADDRESS 9233 Highland Cross Plain City Ohio 43064	POSITION Partner
FULL NAME	RESIDENCE ADDRESS	POSITION
FULL NAME	RESIDENCE ADDRESS	POSITION

INSTRUCTIONS

GENERAL INSTRUCTIONS

This registration is for use on and after July 1, 2008. If you are engaged in one or more of the alcohol activities listed on this form, you are required to file this form before beginning business. If there is a change in your business, you need to report it on or before the next July 1 (see CHANGES IN OPERATIONS, below). You may file one registration to cover several locations or several types of activity operating under the same Employer Identification Number (EIN).

NOTE: The special (occupational) tax on producers and marketers of alcohol beverages was repealed by Section 11125 of Public Law 109-59, effective July 1, 2008. However, tax liability and the registration requirement for periods before that date remain. If you need to file a delinquent or amended registration for a period through June 30, 2008, please use TTB Form 5630.5a, Alcohol Special (Occupational) Tax Registration and Return – For Periods Ending On or Before June 30, 2008.

SIGNING YOUR REGISTRATION

This form must be signed by the individual owner, a partner, or, in the case of a corporation or LLC, an individual authorized to sign on behalf of the corporation or LLC.

SECTION 1 – IDENTIFYING INFORMATION

Complete Section 1, Identifying Information, as specified on the form. Your registration must contain a valid Employer Identification Number (EIN). The EIN is a unique number for business entities issued by the Internal Revenue Service (IRS). You must have an EIN whether you are an individual owner, partnership, corporation, LLC, or a government agency. If you do not have an EIN, contact the Internal Revenue Service immediately to obtain one. While TTB may assign a temporary identification number (beginning with XX) to allow initial processing of a return which lacks an EIN, do not delay submission of your registration pending receipt of your EIN. If you have not received a number by the time you file this return, write "number applied for" in the space for the number. Submit your EIN by separate correspondence after receipt from the IRS.

PAPERWORK REDUCTION ACT NOTICE

This request is in accordance with the Paperwork Reduction Act of 1995. This information is used to ensure compliance with Section 11125 of Public Law 109-59, and the Internal Revenue Laws of the United States.

The estimated average burden associated with this collection of information is .8 hour per respondent or record keeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be addressed to the Reports Management Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau, Washington, D.C. 20220.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current, valid OMB control number.

SECTION 2 – PREMISES LOCATIONS

Enter the requested information in Section 2 for each premises location even if this repeats the business information listed in Section 1. If you are reporting a change, enter the date of the change in the appropriate space in Section 1. If additional sheets are needed, make a copy of page 1 of this form or enter the requested information on a separate sheet of paper with your EIN and Company's name.

SECTION 3 – OWNERSHIP INFORMATION

Please complete the ownership information in Section 3. Supply the information specified for each individual owner, partner or responsible person. For a corporation, partnership or association, a responsible person is anyone with the power to control the management policies or buying or selling practices pertaining to alcohol. For a corporation, association, or similar organization, it also means any person owning 10 percent or more of the outstanding stock in the business.

CHANGES IN OPERATIONS

If there is a change of your company's name, trade name, address, premises location, telephone number, ownership information, type of business, or EIN, complete TTB F 5630.5d and submit it no later than the next July 1 after the change. Check the box, Existing Business with Change(s), complete all fields in Section 1, and complete Sections 2 and 3 as necessary to show any changes there. Upon going out of business, submit TTB F 5630.5d within 30 days, checking box b in Section 1. If you are still in business but there are no changes since your last registration, this form does not need to be submitted.

MAILING INSTRUCTIONS

Please sign and date this registration and mail it to:

Alcohol and Tobacco Tax and Trade Bureau
550 Main Street, Suite 8002
Cincinnati, OH 45202-5215.

CONTACT INFORMATION

For further assistance, contact TTB National Revenue Center at 1-800-937-8864 or 1-877-882-3277; or email to ttbtaxstamp@ttb.gov. Additional information is also available at our Web site, www.ttb.gov.

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Kersten		Daniel		R	
Home Address (street/route)	Post Office	City	State	Zip Code	
612 School Court	Menasha	Menasha	WI	54952	
Home Phone Number	Age	Date of Birth	Place of Birth		
[Redacted]					

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
 - A member of a partnership which is making application for an alcohol beverage license.
 - Agent of Ultimate Mart, LLC
- (Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 30 months
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
[Redacted]
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
[Redacted]			

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

X Daniel R. Kersten
(Signature of Named Individual)

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of Neenah County of Winnebago
 City

The undersigned duly authorized officer/member/manager of Ultimate Mart, LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Pick 'n Save #124

(Trade Name)
located at 1530 S Commercial St Neenah, WI 54956

appoints Daniel Kersten
(Name of Appointed Agent)
612 School Court Menasha, WI 54952
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? _____

Place of residence last year Same as Above

For: Ultimate Mart, LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Daniel Kersten, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 12/1/22
(Signature of Agent) (Date)

Agent's age [Redacted]

612 School Court Menasha, WI 54952
(Home Address of Agent)

Date of birth [Redacted]

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Appointment of Successor Agent – Retail Licenses

Submit this form to your licensing authority with a \$10 processing fee.

If there is a change in agent, each club, corporation, or limited liability company that holds a retail license to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent and have the appointment approved by the licensing authority pursuant to sec. 125.04(6), Wis. Stats. The following questions must be answered by the agent, and the appointment must be signed by an officer of the corporation/organization or one member of the limited liability company (only one signature is required).

Section 1: Licensee Information and Acknowledgement

Licensee Name

Ultimate Mart, LLC DBA Pick 'n Save #124

Reason for Cancellation of Appointed Agent

Transfer of Current Agent

The undersigned appoints Daniel Kersten as agent in accordance with sec. 125.04(6), Wis. Stats.

Ann Helen Krumholz
Signature of President / Member

12/5/2022
Date

Section 2: Agent Information and Acknowledgement

Agent Name

Daniel Kersten

Mailing Address

612 School Court

City or Post Office

Menasha

State

WI

Zip Code

54952

Agent Questions

Yes No

1. Are you of legal drinking age? Yes No
2. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? Yes No
3. Have you ever been convicted of a federal law violation? Yes No
4. Have you ever been convicted of a state law violation? Yes No
5. Have you ever been convicted of a local ordinance violation? Yes No
6. Have you completed the required responsible beverage server training course per sec. 125.04(5)(a)5, Wis. Stats.? Yes No

UNDER PENALTY OF LAW, I declare that my answers above are true and correct to the best of my knowledge and belief.

I hereby accept appointment as agent for Ultimate Mart, LLC DBA Pick 'n Save #124 and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Daniel R. Kersten
Signature of Agent

12/1/22
Date

Section 3: Licensing Authority Approval

Municipality Name

City of Neenah

Signature of Official

Date

Title of Official



LICENSE APPLICATION

For
PAWNBROKER
SECONDHAND JEWELRY DEALER
SECONDHAND ARTICLE DEALER

CHECK ALL THAT APPLY:

<input type="checkbox"/> Original Application	<input checked="" type="checkbox"/> Renewal
TYPE: <input type="checkbox"/> Pawnbroker	<input checked="" type="checkbox"/> Secondhand Jewelry Dealer CODE: AO
<input 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>Ziembra, Ben, J</i>		Sex	Race	Date of Birth	Place of Birth (City & State)
Street Address <i>17998 Old Pond Ct</i>		City <i>Sherwood</i>	State <i>WI</i>	Zip Code <i>54169</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:

(SECTION 3) BUSINESS INFORMATION

Business Name <i>J. Anthony Jewelers</i>	Street Address <i>220 S. Commercial St</i>	City <i>Neenah</i>	State <i>WI</i>	Zip Code <i>54956</i>	Telephone Number <i>920 729 1642</i>
Owner's Name <i>Ben Ziembra</i>	Street Address <i>17998 Old Pond Ct</i>	City <i>Sherwood</i>	State <i>WI</i>	Zip Code <i>54169</i>	Telephone Number
Business Manager's Name <i>" "</i>	Street Address <i>" "</i>	City <i>" "</i>	State <i>" "</i>	Zip Code <i>" "</i>	Telephone Number <i>" "</i>
Building Owner's Name <i>JAZ LLC</i>	Street Address <i>3209 West Field Rdg</i>	City <i>Neenah</i>	State <i>WI</i>	Zip Code <i>54956</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: Precious Metal Castings Inc.

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
Ziemba, Ben J	M	W		10998 Old Ford Ct	Sherburne	WI	54169
Ziemba, Sarah L	W	W		"	"	"	"

(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 Neenah 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: _____

Benjamin Ziemba

Print Name of Applicant: _____

Benjamin Ziemba

FOR ADMINISTRATIVE USE ONLY

Date of Application <u>12/14/22</u>	Date Effective	License Expiration <u>12/31/20 23</u>	Clerk Signature <i>Luca Anderson</i>
--	----------------	--	---

FEE RECEIVED: Pawnbroker Bond \$500.00
 Pawnbroker License \$210.00

Secondhand Article License \$80.00
 Secondhand Jewelry License \$80.00

Code: AO

TOTAL FEE: \$ 80.00

Receipt number: 81303

BACKGROUND CHECK INFORMATION

Recommend Approval Recommend Denial (Attach Explanation)

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

No outstanding Court fines (Patty K)

Police Background Check / CCAP completed (Laurie K.)

No outstanding parking tickets (Tina L)

No Delinquent Water Bill (Julie R.)

No delinquent claims (Patie F)

(SECTION 4) LIMITED LIABILITY COMPANY INFORMATION

Limited Liability Company Name: ecoATM, LLC

List name, address, and date of birth (DOB) of all members. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	ZIP
Harris, Kevin, C - Chief Legal Officer	[REDACTED]	942 Begonia Court	Carlsbad	CA	92011

(SECTION 5) PARTNERSHIP INFORMATION

Partnership Name:

List name, address, and date of birth (DOB) of all partners. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	ZIP

(SECTION 6) CORPORATE INFORMATION

Corporation Name:

State of Incorporation:

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

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

(SECTION 7) 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. Stat. §§ 134.71, 943.34, 948.62 or 948.63.

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: 

Print Name of Applicant: Sean Flaherty

FOR ADMINISTRATIVE USE ONLY

Licensing Authority	License Number Assigned	Date Effective	Clerk
<u>City of Meenah</u>			
FEES RECEIVED: Pawnbroker Bond \$ _____		Secondhand Article License \$ <u>80.00</u>	
Pawnbroker License \$ _____		Secondhand Dealer Mall/Flea Market License \$ _____	
Secondhand Jewelry License \$ _____		TOTAL FEE: \$ <u>80.00</u>	

FOR LAW ENFORCEMENT USE ONLY

Recommend Approval Recommend Denial (Attach explanation.)

Investigating Office Signature:  Date: 12/20/12

Print Name of Investigating Officer: Becca Andraschko

CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Tuesday, January 10, 2023, 6:30 PM

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

Excused:

Also Present: Mayor Lang, City Attorney Rashid, Public Works Director Kaiser, Police Chief Olson, Utility Director Mach, City Clerk Nagel, Traffic Engineer Merten, Public Works Office Manager Mroczkowski, and Jace Park

Approval of Minutes of the Meetings of December 13, 2022

Motion/Second/Carried by Hillstrom/Borchardt to approve the minutes of the December 13, 2022 meeting. All voting aye

Public Appearances:

NONE

Doty Island Sign Proposal

Jace Park, President of the Doty Island Development Council (DIDC) requested permission to have the city install "Historic Doty Island" signs above street sign locations on Doty Island. She stated that this project has been in the works for two years. She stated that the City of Menasha has approved the signs and she is looking for approval from the City of Neenah to install the specialty signs. She stated the initial cost of the signs and brackets will be paid for by the DIDC. Ms. Parks stated that the signs are being constructed per Federal and State sign regulations. She also noted that DIDC will prove replacement for signs that are stolen or damaged.

Traffic Engineer Merten stated that the labor to install the signs will be donated by the city.

The Committee discussed costs of the project and how to prevent the signs from being stolen.

Following Discussion: Motion/Second/Carried by Borchardt/Hillstrom to recommend Council approve the placement of 82 Historical Doty Island signs on the street name signs, with the City of Neenah donating the labor to install the signs. All voting aye.

C.A.

SRO Agreement with Neenah Joint School District

Aldersperson Stevenson outlined his concern with the proposed contract. He stated that he has concerns regarding the funding percentage that has been included in the contract. He stated that with the School District and Village of Fox Crossing negotiations on going, he hoped that the city could have negotiated a better funding percentage.

The committee discussed the funding percentage, the need for 2 SRO's, and if the City should wait until the Village of Fox Crossing SRO contract is negotiated with the school district.

Report

Following Discussion: Motion/Second/Carried Borchardt/Hillstrom to recommend Council approve the SRO contract between the Neenah Joint School District and the City of Neenah. Vote 4/1 (Nay vote from Aldersperson Stevenson)

Cecil Street Garage Lease with Youth Go

Director Kaiser stated that, while Youth Go is discontinuing the haunted house event at the Cecil Street Garage, Youth Go has expressed interest to still lease space in the garage. He stated that the current lease price of \$292 per month has been in place since 2005. Director Kaiser stated that with the decrease in leased square footage of Youth Go the proposed new monthly lease agreement price is \$100.

Report

Following Discussion: Motion/Second/Carried Borchardt/Hillstrom to recommend Council approve the lease amendment with Youth Go Inc., for the Cecil Street Garage with a start date of April 1, 2023. All voting aye.

Public Works-2023 Capital Budget Amendments

Director Kaiser stated that with the uncertainty of the Shattuck Development Project, staff is recommending to focus construction efforts on other areas in the city that were in need of work. He stated that the proposed changes eliminates three streets in the current CIP, Elm Street (Cecil to Division), Reed Street (Cecil to Division), and Laudan Boulevard (Elm to Reed).

Director Kaiser stated that staff is proposing to replace those projects with projects on Laudan Boulevard (Oak to Elm), River Street (Forest to Edna), High Street (River to Center), Brantwood Drive (Marathon to Parkwood), Brantwood Ct, and Columbian Avenue (Elm to Congress). He stated that all of these streets have deficiencies either with sanitary sewer, water facilities, or pavement.

Report

Following Discussion: Motion/Second/Carried Stevenson/Borchardt to recommend Council approve the 2023 budget amendments as outlined in the table in Director Kaiser, January 3, 2023 memo. All voting aye.

Current CIP

	Project	Streets	Sanitary Sewer	Storm Sewer	Water	Total
1.	Elm St (Cecil - Division)	0	600,000	210,000	511,000	1,321,000
2.	Reed St (Cecil - Division)	0	620,000	150,000	454,000	1,224,000
3.	Laudan Blvd (Elm - Reed)	0	84,000	70,000	89,000	243,000
	TOTALS	0	1,304,000	430,000	1,054,000	2,788,000

Proposed budget amendment

	Project	Streets	Sanitary Sewer	Storm Sewer	Water	Total
1.	Laudan Blvd (Oak - Elm)	114,000	0	26,000	128,000	268,000
2.	River St (Forest - Edna) High St (River - Center)	133,000	180,000	50,000	196,000	559,000
3.	Brantwood Dr (Marathon - Parkwood)	236,000	0	34,000	262,000	532,000
4.	Brantwood Ct	59,000	0	4,000	37,000	100,000
5.	Columbian Av (Elm - Congress)	345,000	210,000	97,000	200,000	852,000
	TOTALS	887,000	390,000	211,000	823,000	2,311,000

Approval of Special Assessment Report-Installation of Sanitary Sewer Laterals and Water Services Construction on Burr Avenue, Chestnut Street, Dieckhoff Street, Laudan Boulevard, River Street, High Street, and Columbian Avenue

Report

Following Discussion: Motion/Second/Carried Stevenson/Hillstrom to authorize the Chairman to sign the assessment report for Preliminary Resolution 2022-22 for installation of sanitary sewer and water service construction on Burr Avenue, Chestnut Street, Dieckhoff Street, Laudan Boulevard, River Street, High Street, and Columbian Avenue. All voting aye.

Licenses

Approve the Cigarette & Tobacco Products License Application for Purdy Clean Detail, 1617 S. Commercial Street, Neenah WI, agent, Michael Purdy

Approve the Cigarette & Tobacco Products License Application for Grainworks Old & New, 200 Main Street, Neenah WI, agent, Brian Duncan

Approve the Cigarette & Tobacco Products License Application for Commercial Petro, 521 S. Commercial Street, Neenah WI, agent, Manisha Balami

Approve Class A Combination Liquor/Beer Application for Grainworks Old & New, LLC, 200 Main Street, Neenah WI, agent Brian Duncan

Approve Class B Combination Liquor/Beer Application for Double Tree by Hilton Neenah, WP Neenah SPE OPS, LLC, 123 E Wisconsin Avenue, Neenah WI, agent Debbie Becklund

Approve Change of Agent/Trade Name for Ultimate Mart, LLC, Pick 'N Save #124, 1530 S Commercial Street, Neenah WI

Approve the renewal Secondhand Dealer Application for J. Anthony Jewelers, 220 S Commercial Street for the 2023 licensing year

Approve the renewal Secondhand Dealer Application for ecoATM, LLC, located inside Walmart at 1155 W Winneconne Ave for the 2023 licensing year

Following Discussion: **Motion/Second/Carried Stevenson/Borchardt to recommend Common Council approve the licenses 8a through 8h as presented on agenda.**

All voting aye. (*After review it was found that the address of 1617 S. Commercial Street for the Cigarette and Tobacco License is in the Town of Neenah)

C.A.

Public Works General Construction and Department Activity

- 1) Contract 7-21 (Harrison Pond): Stones continue to be placed for the water feature on the east side of the pond. The contractor will be installing the last pieces of storm and sanitary sewer at the Monroe/Union intersection in the next week or two.
- 2) Contract 2-22 (Utility and Street Construction on Grove and Dieckhoff): A final pay request is being prepared.
- 3) Contract 11-22A (Lead service line replacement – Zemlock/Reddin): 93 services have been replaced.
- 4) Contract 11-22B (Lead service line replacement – Hunt/Madison/Nicolet): 63 of 100 service replacements have been completed.
- 5) 27 Spot Lead Line Service Replacements were completed in 2022.
- 6) Contracts for 2023: Work is proceeding on projects programmed for 2023. The contract list is:
 - 1-23 Chestnut, Burr, Dieckhoff, Laudan - Utilities and Streets.
 - 2-23 Charles, Hughes, Memorial, Patrick, Brantwood Dr/Ct - Water Utility and Streets.
 - 3-23 Misc. Concrete Pavement and Sidewalk Repairs
 - 4-23 Misc. Asphalt Repairs
 - 5-23 Liberty Heights, Integrity Acres, Cardinal and Arthur Plat – Final Streets
 - 6-23 Columbian Avenue - Utilities and Street
 - 7-23 High St and River St - Utilities and Streets
 - 8-23 Tullar Garage Roof Replacement
 - 9-23 Epoxy Pavement Marking

- 7) ECWRPC/Valley Transit Study: Staff met with ECWRPC and Valley Transit staff to interview staff from SRF, the firm that submitted a response to the RFP regarding an operations and fare analysis for Valley Transit along with the Neenah Transfer Station location evaluation.

Director Kaiser stated that he was contacted today by East Central Regional Planning that they have come to an agreement with SRF Consulting for the route analysis study for Valley Transit. He stated he expects results sometime this summer.

Alderperson Borchardt asked if there is anything else that can be done to help with the weather exposure in the bus shelter. Director Kaiser stated that he and Facility Manager Benson have been discussing options.

Director Kaiser noted that he has been in contact with a resident on Beaulieu Drive regarding the repaving of the private road. He stated that he has asked to be kept up to date as to the timing as there is a sanitary line that will need to be replaced prior to the road paving.

Announcements/Future Agenda Items

Chairperson Lendrum stated that moving forward meetings will be held in the Hauser room.

Adjournment: **Motion/Second/Carried Hillstrom/Stevenson to adjourn at 7:38 PM.**
All voting aye.

Respectfully submitted,



Lisa Mroczkowski
Public Works Office Manager

DOTY ISLAND STREET SIGNS PROPOSAL

December 29, 2022

City of Neenah
 Public Services & Safety Committee
 211 Walnut Street
 Neenah, WI 54956

To Whom It May Concern,

The Doty Island Development Council (DIDC) would like to purchase and donate street signs for the Neenah community on Doty Island. The design was finalized utilizing Menasha’s street sign requirements in December 2022 after more than two years of negotiation.

SIGN CONSTRUCTION

- 8” Height x 16” Length
- Black background with white lettering.
- Font: DOT, Style B. All capitalized letters.
- Construction: Aluminum with vinyl.
- See *Photo 1: Sign Design*



Photo 1: Sign Design

MOUNTING & PLACEMENT

- One sign per intersection.
- WG, Inc. will make the signs and supply the connecting clips/brackets for each sign.
- There are currently two types of mounts (listed below).
 - Street sign - Two brackets are used to hold the sign in place. See *Photo 2: Stacked Street Signs*
 - Telephone pole sign - One long L-shaped brace is used to hold the sign. See *Photo 3: Telephone Pole Sign*

MENASHA STREET SIGNS

- In April 2022, Menasha City Council finalized the Street Sign Policy (*See Attachment: Menasha’s Street Sign Policy*).
- In December 2022, Menasha City Council approved placement of these same signs.
 - Menasha will be creating their own signs in-house. They will not create any signs other than for their city.



Photo 2: Stacked Street Signs

Photo 3: Telephone Pole Signs

DIDC'S PROPOSAL TO CITY OF NEENAH

- DIDC will purchase the signs and brackets needed for each sign from WG, Inc, not to exceed \$7,000 for the entire project. Funding for this project was donated by Mowry Smith II, a long-term board member of DIDC, specifically for Doty Island signage.
- The City of Neenah will place the signs, when convenient, at each intersection of Doty Island (Neenah). One sign per intersection. *See Attachment: Street Sign Placement Map*
- Placement of the signs will face the more utilized street. For instance, on the corner of Bond Street and Commercial Street, the sign would face Commercial Street.
- **Due to state regulations and the non-utilization of telephone poles for signage, Neenah Public Works will eliminate the use of telephone poles.**

OPEN QUESTIONS

1. Will DOT allow the placement of sign toppers along Hwy 114 (N. Commercial Street)? If not, what can DIDC do to bring this visibility outside of the neighborhood and into the business district of Doty Island?
2. Is Public Works willing to eliminate the telephone poles? If yes, will DIDC be responsible for purchasing those brackets as well?

Thank you for the opportunity to display community pride. The Doty Island Development Council's mission is to improve the lives of Doty Island residents and to help to preserve the vitality of a historic district of Neenah and Menasha. DIDC is a 501c3 non-profit organization.. The Board Members plan and execute a variety of programs throughout the community including beautification, education, and community pride. DIDC communicates with the public through mailings (newsletter, postcards, etc), our Facebook page and our website. DIDC works with the City of Neenah and the City of Menasha to accomplish many of the programs and projects.

Please let us know if you need additional documentation.

Sincerely,

Jacy Park
Doty Island Development Council – President
181 E. North Water Street, Suite 222
Neenah, WI 54956
Website: www.dotyisland.net
Email: dotyisland@gmail.com
Phone: (920) 479-0894

Attachment: Street Sign Placement Map
Attachment: Menasha's Street Sign Policy



MEMORANDUM

DATE: January 6, 2023

TO: Public Services & Safety Committee

From: City Attorney David Rashid

RE: SY 2023-2024 SRO Contract

Please recall that last Fall this committee considered a draft contract for the provision of SRO (formerly school liaison officer) services to be provided by our Police Department to the Neenah Joint School District (District). The main issue that necessitated the renegotiation of this agreement for the coming school year was the fact that because the high school was relocated outside the City's limits, the District had balked at funding as many SRO's as in years past.

We have persuaded the District to continue to fund two SRO's, but not at the same level as before.

The included working draft of the agreement attends to three primary concerns: 1) Updating language to reflect the change in the name of the program; 2) The funding formula that the District has now agreed to (i.e. 75% of two officers' pay/cost for 39 of 52 weeks); and 3) More explicit understandings of Program Goals and how they're to be measured.

The Common Council has, late last year, approved the necessary, budgetary funding for the cost-sharing formula referenced in item #2 above.

It's the recommendation of myself and the negotiating team that the substance of the working draft be approved by the Council.

MEMORANDUM AGREEMENT

DRAFT

Between

Neenah Joint School District

And

Neenah Police Department

And

City of Neenah

In support of the

SCHOOL RESOURCE OFFICER (SRO) PROGRAM ~~(f/k/a "Police School Liaison Officer Program")~~

The Neenah Joint School District ("District"), the Neenah Police Department ("Department") and the City of Neenah ("City") enter into this Memorandum Agreement ("MA" or "Agreement") in order to maintain a School Resource Officer ("SRO") ~~(f/k/a the Police School Liaison Officer)~~ program in their respective venues.

1. PURPOSE OF THE AGREEMENT

The parties enter into this agreement for the purpose of supplying school resource officers to the ~~district-District~~ during the staffs working school year. The Agreement outlines governance, management, expectations, roles, and responsibilities for both parties to ensure the success of the SRO program.

2. DEFINITIONS

For purposes of this Agreement, the following terms have the definitions found under Section 118.125 of the Wisconsin Statutes.

"Law enforcement agency" as defined under Sec.118.125 (1) (be), Wis. Stats.

"Law enforcement unit" as defined under Sec. 118.125 (1)(bL), Wis. Stats;

"Law enforcement unit records" as defined under Sec. 118.125 (1)(bs), Wis. Stats;

"Pupil records" as defined under Sec. 118.125 (1)(d), Wis. Stats;

"Record" as defined under Sec. 118.125(1)(e), Wis. Stats.

3. MISSION

The two-part mission of the Neenah SRO Program is to make all Neenah schools safe and conducive to learning, while fostering positive relations between police employees and ~~DISTRICT-District~~ staff and students.

4. PROGRAM GOALS

- Improve school safety for students and staff
- Provide a school environment conducive to learning
- Reduce crime by and against students
- Discover unreported crimes
- Present a positive role model
- Increase trust and understanding between youth and police
- Provide information about other resources to students, parents, and staff
- Inform other Department members about crime trends affecting youth
- Establish juvenile crime experts within Department

Commented [MOU1]: I would like to have a discussion about how these things will be measured. This may take a little time, but I feel that if we are establishing goals, they should be measured.
Chief Olson & his team have addressed these and once reviewed & approved these will be conveyed to the NJSD. (DCR)

5. ROLE OF THE SCHOOL RESOURCE OFFICER

SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. A determination of whether an activity rises to the level of a law enforcement activity shall be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

The SRO will generally perform duties in "plainclothes" rather than in a police uniform. The SRO will remain armed with badge visible in this assignment. While enforcement is a role of SROs, alternatives to custodial arrest should be used whenever possible, and arrest of students should be based on practical need. The SROs discretion to act remains the same as that of any other police officer.

SRO duties include:

- Maintain safe schools conducive to learning
- De-escalate incidents with potential for violence
- Enforce local ordinances and state law
- Investigate crimes on school grounds
- Investigate crimes off school grounds, but reported by students
- Provide input or assistance on school discipline issues
- Intervene when any subject in the school presents a threat to safety
- Assist in developing, maintaining, and training school safety plans
- Provide classroom instruction as a representative of public safety
- Respond to other ~~DISTRICT~~ District schools as needed and available

~~Respond to parochial schools within the City as needed and available~~

Attend special school events, including dances, sporting events, and assemblies as pre-approved by the District. Overtime will be paid as per the contract.

~~Participate in~~Participate in suspension/expulsion processes and hearings

Participate in school staff meetings as requested

Provide law enforcement information to students and staff

6. ROLE OF THE DEPARTMENT

Equip SROs with a squad, computer, and necessary policing equipment

Equip SROs with a body-worn video camera¹

Maintain all employer responsibilities (payroll, insurance, workers comp, etc.)

Evaluate SRO performance

Maintain training, qualification, and certification of the SRO

Correct SRO performance/behavior as necessary

Maintain all employee files of SROs

7. ROLE OF THE DISTRICT

Provide office space in at least one location for each SRO

Provide access student enrollment information

Allow building access through keys/keycards/codes

Maintain primary role in school discipline issues

Cooperate with SRO investigations

Prepare and practice school safety plans

Reimburse the City of Neenah for SRO services per the terms of this Agreement

Provide in-school leadership and guidance to SRO

Train each SRO in school policy, disciplinary processes, and organizational structure

8. SHARED ROLES

Participate in the process of selecting SROs

Provide daily input to define SRO tasks

Jointly resolve any issues or problems that arise within the program

Promote the program to students, parents, staff, and citizens in general

Agree upon final selection for SRO appointment

9. ASSIGNMENT OF PERSONNEL

QUALIFICATIONS: The Department will establish minimum qualifications for the position of ~~School Resource Officer~~SRO with input from the District and the City of Neenah's Human Resources department.

SELECTION: The Department will post for the position when a vacancy occurs. Eligible candidates will be interviewed by a panel made up of at least one member of the Department and at least one member of the District. Both parties will have input regarding the candidates. Final selection will be made jointly and announced by the Department.

DURATION OF ASSIGNMENT: Normal duration for assignment to school resource officer is five (5) years, with an option to extend in one (1) year increments with the approval of the Department and District for exceptional circumstances.

SUBSTITUTION: The Department reserves the option ~~but has no obligation~~ to substitute police officers when any regularly scheduled school resource officer is not available for the program for absences of less than two weeks. For longer absences, the Department, in consultation with the District, will provide an interim SRO.

Commented [MOU2]: I would like discuss this time frame.
THIS HAS BEEN DISCUSSED w/NJSD (DCR)

REMOVAL: The Department reserves the right to remove/re-assign any school resource officer immediately for personnel-related matters. A replacement will be made pursuant to either the "SELECTION" paragraph above or as otherwise mutually agreed upon by the parties.

10. SCHEDULE AND REPORTING

DAILY: The District and Department agree that assigned SROs shall be available and present at the school(s) whenever school is in session, and ~~will normally~~ report first to the police department and then deploy to their assigned schools. This may change as needed. ~~The workday will approximate the school day, but with flexibility to work later shifts or extended hours to accommodate evening functions paid for by the appropriate agency or organization requiring the need for the later shift or extended hours.~~

OVERTIME: The District will control the assignment of school-related overtime for anticipated activities, such as athletic events and other special programs. Overtime charges will be itemized and reviewed quarterly.

SPECIAL EVENTS: SROs may frequently be expected to attend special events at the school or at other venues required by the school. SROs are expected to attend events as requested by the District when given advance notification. The SRO may solicit other police officers to attend the event in their place, typically from personnel in the Investigative Services Unit (ISU) section of DEPARTMENT.

VACATIONS: The SRO is expected to work the same days as school staff, with few exceptions. The bulk of vacation time should be used during winter break, spring break, or during the summer.

SUMMER: The SRO will normally be assigned to the Investigative Services Unit² (ISU) during the summer break months and the SROs may use the majority of their vacation during the summer. The Operations Captain may occasionally assign the SRO to patrol or other duties during the summer to accommodate department needs.

EXTENDED LEAVES: In the case of an extended leave for FMLA or other purposes, the Operations Captain will assign, after consulting with the District, an interim SRO so as to provide coverage for all SRO hours.

11. SUPERVISION

Officers assigned to work in District schools as ~~police-School-Resource-Officers~~SROs will remain employees of the City of Neenah and continue to be governed by State Statutes, Neenah ordinances, as well as the applicable rules, directives, and policies of the Department. The City of Neenah will be responsible for the issuance of all payroll checks and benefit payments to those officers.

The SRO will be accountable to the Department's Investigative Services Unit Sergeant and Lieutenant. However, while at the school, the SRO will be additionally accountable to the principal. The officer is expected to cooperate with school officials, including administrators and faculty. The SRO will abide by school policy that is not in conflict with Department policy and respond to the requests of school officials. Any concerns about conflicting orders or requests outside the scope of this agreement should be brought to the attention of the Department's Investigative Services Unit Sergeant and/or Lieutenant.

12. PERFORMANCE EVALUATIONS

Performance evaluations of ~~officers assigned to the school resource program~~SROs are the responsibility of the Department. The principal of the primary school where the officer is assigned will always be contacted for input during the preparation of the evaluation. The District and Department will not share their employee's performance evaluations with each other.

Commented [MOU3]: Does this happen?
Per Chief Olson, this DOES in fact occur, and he will be discussing the specifics w/NJSD Superintendent (DCR)

13. EXCHANGE OF INFORMATION

The parties understand and agree that this Agreement, pursuant to 938.396(1)(c)4, authorizes the Neenah Police Department to routinely disclose information to the District as allowed by sections 938.396(1)(b)2 and (c)3 of the Wisconsin Statutes (relating to the confidential exchange of information between a law enforcement agency and officials of the public or private school attended by the juvenile). A school official who obtains information under this subdivision shall keep the information confidential as required under s. 118.125. Under this section, information may be shared at the request of a school district administrator, designee of a school district administrator, or on the department's own initiative.

Pursuant to 118.127, the Neenah Joint School District may disclose information from law enforcement officers' records obtained under s. 938.396 (1) (c) 3. only to persons employed by the District who are required by the department under s. 115.28 (7) to hold a license and to other school district officials who have been determined by the school board to have legitimate educational interests, including safety interests, in that information. In addition, if that information relates to a pupil of the District, the District may also disclose that information to those employees of the school district who have been designated by the school board to receive that information for the purpose of providing treatment programs for pupils enrolled in the District. The District may not use law enforcement officers' records obtained under s. 938.396 (1) (c) 3. as the sole basis for expelling or suspending a pupil or as the sole basis for taking any other disciplinary action against a pupil, but may use law enforcement officers' records obtained under s. 938.396 (1) (c) 3. as the sole basis for taking action against a pupil under the District's Code of Conduct.

Pursuant to Section 118.125(2)(d), the parties agree that the District shall make pupil records available to officers of the Department who have been individually designated by the District and assigned to the District (SRO's) and who have legitimate educational interests, including safety interests, in the pupil records.

The parties agree that any disclosure of pupil records that is made by the District to Department officials, not covered by 118.125(2)(d), shall be made only (1) to appropriate parties in connection with an emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual, (2) when the disclosure is for the purpose of providing services to a pupil involved in the Juvenile Justice System, (3) pursuant to a valid court order, or (4) as the law may otherwise permit.

The parties also agree that, in the event the District makes any disclosure of pupil records pursuant to this Agreement, the person to whom such records are disclosed will not disclose the records to any other person or party, except as permitted by law.

Police recordings on District property are considered a "law enforcement unit record" and will not be considered a pupil record maintained by the District unless such records are obtained by the District pursuant to this Agreement or as otherwise authorized by Wisconsin law. If the District does obtain a police recording, it will be treated as a "behavioral record" and be maintained separately from a pupil's other pupil records.

14. REIMBURSEMENT OF COSTS

The parties will jointly assume the cost of the program.

The District will reimburse the City one hundred percent (100%) of overtime for direct SRO services (i.e. extended shifts, special events, and other overtime as directed by the district), subject to the following:

- ~~DISTRICT~~District will pay for 100% of overtime for pre-scheduled events and activities, such as athletic events, dances, conferences, and other special programs as determined by the District.
- ~~On days school is in session and students are present, DISTRICT will pay 100% of overtime accrued during the regular work day which shall be from 7:30am — 4:00pm. This means DISTRICT will pay for 30 minutes of overtime per officer per day on days when school is in session and students are present. On days when school is not in session or students are not present, no overtime shall be paid by DISTRICT.~~
- ~~DEPARTMENT~~Department will pay for 100% of all other overtime not listed above. This includes any overtime accrued after 4:00pm, before 7:30pm, or any other time not pre-scheduled by the ~~school-district~~District.
- ~~District will pay \$80,000 for the first year with adjustments to be made relative to salary/benefit adjustments over the next three years.~~

In addition, the District will reimburse the City ~~in the amount aforementioned~~, seventy-five percent (75%)* of the following annual costs, for Thirty-Nine (39) of the Fifty-Two (52) weeks each year:

Regular wages

Holiday pay

Health/dental insurance premiums

Retirement

*Note: The actual amount using the formula is \$78,750 over the calculated amount

Formatted: Tab stops: 1.25", Left

Social Security/Medicare
Workers' Compensation insurance
Cellular phone service
Training/conferences for duties related to the District
Information Services fees
Car allowance of \$1383 per quarter

The District will not be responsible for any portion of the following costs:

Overtime unrelated to program duties
Firearms certification pay
Life insurance
Uniform allowance
Dry cleaning allowance
Training/conferences for duties not related to the District
Tuition reimbursement
Longevity & Professional Improvement Pay
Other fringe benefits
Policing equipment (uniforms, insignia, leather, defense/arrest tools, body armor, police radio, and all equipment unique to the role of patrol officer)

The Department will administer and provide all benefits and salary for the school Resource officers. The City of Neenah Finance Department will invoice the District quarterly for the reimbursements. All invoices will be due and payable within 30 days after receipt.

15. GOVERNING LAW

The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Agreement. The rights and remedies herein granted are cumulative and are in addition to any given by statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

16. INDEMNIFICATION

The District and the City, having determined the SRO program is essential to the safe operation of their schools, agree both the District and the City will fully indemnify the police School Resource Officers when proceeded against in their official capacities, or individually, because of acts committed while carrying out the duties of police School Resource Officer within the District. Both the District and the City agree they will maintain sufficient insurance coverage to pay for any judgments for acts committed

carrying out the duties of a School Resource Officer under the provisions of section 895.46 of the Wisconsin Statutes.

In addition, both the District and the City agree to indemnify and hold harmless the other from and against any and all claims, damages, causes of action and demands for their respective actions or inactions taken in the performance of the SRO program.

17. INSURANCE

The Department, through the City, shall provide the following insurance and it shall remain in force during the term of the Agreement:

General Liability Policy with a minimum policy of \$1,000,000

Full Auto Coverage for any vehicle operated by the SRO program officer

Workers Compensation Insurance as required by the State of Wisconsin

18. CONFLICT RESOLUTION

Unforeseen conflicts or questions will be resolved by negotiation between the Superintendent of the Neenah Joint School District and the Neenah Chief of Police, or their respective designees.

For the Neenah Police Department

For the Neenah Joint School District

BY : _____ BY _____
Aaron L. Olsen, Chief Mary B. Pfeiffer Superintendent

Dated: _____ Dated: _____

For the City of Neenah

Approved as to form

BY: _____

David C. Rashid, City Attorney

Dated: _____

** * BODY CAMERA VIDEO: The District and Department approve the use of body cameras by law enforcement officers on District property for ensuring safety on school property, and responding to calls for service. The District will notify, parents through the student manual that body cameras may be used by law enforcement officers on District property.
Officers equipped with body worn cameras in the schools shall follow Department policy (see policy #417, Field Audio Video Recordings).*



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: January 4, 2023
TO: Mayor Lang and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: Cecil Street Garage Lease with Youth Go

As was publicized late last year, Youth Go is discontinuing the haunted house event held at the Cecil Street Garage. The City has had a lease with them since 2005. With the end of that event, staff and Youth Go representatives have discussed building use and lease modifications. Attached are:

1. A proposed lease amendment.
2. The current lease entered into in 2005.
3. A drawing of the lease areas.

The lease amendment provides Youth Go with continued use of the storage room located above the lunch room, which they will use for costume and prop storage for “The Hallows” event that they now hold at Memorial Park. In addition, it allows them continued use of the former tool room. They have indicated that they expect to vacate that space in the next year.

The lease amount is currently \$292 per month. This amount has remained unchanged since 2005. The amendment proposes a lease amount of \$100 per month. This puts them on a comparable level with the cost per square foot that Kids Kart Club is paying. It also, I think, fairly reflects the reduced intensity of their use.

Youth-Go is currently in the process of dismantling the maze and removing the props used in the haunted house. They have made a good start but have much work remaining. The spaces that they are vacating will be used by us for centralized storage of equipment that sees seasonal or periodic use such as bypass pumps, fountains, snowblowers, and traffic control. This will provide us with some space in the Tullar Garage vehicle bays, which have gotten tight. In addition, the former office area is being partitioned to provide a separate, secure storage area for the Neenah Library.

Staff requests that the Committee recommend Common Council approval of the lease amendment with Youth Go, Inc., for the Cecil Street Garage.

CITY OF NEENAH to YOUTH GO INC.
AMENDMENT to Lease Agreement

This Amendment to Agreement entered into the 20th of July, 2005, by and between the City of Neenah, a Wisconsin municipal corporation, hereinafter referred to as "CITY" and Youth Go Inc., hereinafter referred to as "LESSEE", shall be effective the 15th day of December, 2022, and pertains to the modification (and reduction) of leased space use of portions of the property commonly known as "the old City garage" located at 333 West Cecil Street, Neenah, Wisconsin. This Amendment amends the original lease in the following particulars:

A. The terms of the original lease shall be modified and amended as hereinafter stated:

1. Facility: Shall be amended so as to now read as follows:

The facility to be used by the lessee shall be at the "Old City Garage" site (333 West Cecil Street) and is limited to the following: the "tool" room (±393 sq. ft.), and the "mezzanine" storage area above the lunch room and bathroom (±727 sq. ft.). The foregoing areas shall be used only for storage of equipment, material, tools, and other items used for the Youth Go Inc. organizational activities.

At no time shall the lessee's operation and activities block access to: the east and west gates to the fenced area, the water truck fill-up station on the east wall of the building, the waste oil drop off site, the bins for compost and bark chips and the westerly garage door to the barrel roof section.

2. Use: Shall be amended so as to now read as follows:

The use of the above mentioned facility shall be restricted to the organization's reasonable storage needs and access into and out of said "Old City Garage" to facilitate same. The lessee agrees to provide adequate adult supervision at all times that any minors affiliated with the Lessee, or otherwise, are present on the premises. The lessee agrees and understands the City's concern for the potential of noise and traffic congestion related to storage related to Lessee's activities. Lessee agrees to curtail in every way possible the amount of excessive noise generated from Lessee's activities. The lessee further understands that, in the event the City receives noise related or any other documented legitimate complaints, this Lease Agreement may be terminated pursuant to Paragraph 3 below.

3. Term: Shall be amended so as to now read as follows:

The term of this Agreement shall be for a one (1) year automatically renewable leases terms commencing on December 15, 2022, and terminating pursuant to the terms of this paragraph 3. The City reserves the right to terminate this Agreement for any reason with twenty eight (28) days written notice. Lessee may terminate this lease for any reason upon sixty (60) days written notice to the City.

Subletting any or all of the leased spaces shall not be permitted without the written approval of the Director of Public Works.

4. Maintenance: Shall be amended so as to now read as follows:

The responsibility for maintenance of these facilities shall be divided as follows:

- a. The lessee shall be responsible for routine cleaning and maintenance of the leased indoor space and any other space used for the Lessee’s activities. Any permanent alterations to the building shall be preapproved by the City. The lessee shall clean up all nails and screws from the areas used.
- b. Maintenance of the HVAC system, plumbing system, electrical system and structure (roof system, etc.) shall be the responsibility of the City.

Paragraphs 5 through 8 are unchanged hereby.

9. Rent: Shall be amended so as to now read as follows:

The rent for the above referenced areas shall be \$100.00 per month for the twelve (12) months of the renewable term. January 2023 payment shall be due and payable at the time of signing of this Agreement. Remaining rent payments shall be due and payable on the first day of each month and shall be received by the City Finance Department on or before the fifth day of each month.

Failure to produce payment by the fifth day of the month shall result in a late payment charge of \$50.00 being assessed. Payment shall be made by check to the "City of Neenah Treasurer", 211 Walnut Street, Neenah, Wisconsin, 54956.

The City agrees that in the event the Agreement is terminated pursuant to paragraph 3 above, the City shall pro-rate the rent paid and return the unused amount to lessee.

Paragraphs 10 through 16 are unchanged hereby.

B. All other provisions of said Lease, inclusive of paragraphs 1 through 16 thereof, not otherwise amended as hereinabove stated, shall remain in full force and effect as originally drafted and approved when duly executed July 20, 2005.

YOUTH GO INC.

By: _____

Date: _____

CITY OF NEENAH

By: _____
Mayor

Date: _____

By: _____
City Clerk

Date: _____

This Agreement was approved as to form by the City Attorney.

CITY OF NEENAH

Lease Agreement

This Agreement entered into this 20 day of July, 2005, by and between the City of Neenah, a Wisconsin municipal corporation, hereinafter referred to as "CITY" and Youth Go Inc., hereinafter referred to as "LESSEE". This Agreement pertains to the lessee's use of a portion of the property commonly known as "the old City garage" located at 333 West Cecil Street, Neenah, Wisconsin. This lease is based upon the following terms and conditions:

1. **Facility:** The facility to be used by the lessee shall be at the "Old City Garage" site (333 West Cecil Street) and is limited to the following: the bathroom area (+220 sq. ft. to be shared with other tenants), the easterly street department "shop" area (+2800 sq. ft.), the "tool" room (+520 sq. ft.), the office area (+440 sq. ft.), the north ½ of the "meter" room (+220 sq. ft.), the "mezzanine" storage area above the lunch room (+700 sq. ft.), the "tire" storage area (both upper and lower levels at +250 sq. ft. each). The above areas shall be used only for storage of equipment, material, tools, props and walls used for the Youth Go "Haunted House", and for constructing and conducting tours of the "Haunted House".

Additional area that may temporarily be used for approximately the month of October and the first two weeks of November to conduct the tours through the "Haunted House" are the "paint booth", the easterly 50 feet of the barrel roof section of the garage, the outside area south of the easterly 80 feet of the garage and portions of the easterly parking lot. The east parking lot shall be used by the lessee for his general parking needs.

At no time shall the lessee's operation and activities block access to: the east and west gates to the fenced area, the water truck fill-up station on the east wall of the building, the waste oil drop off site, the bins for compost and bark chips and the westerly garage door to the barrel roof section.

The lessee shall also maintain at all time a 6' wide clear access from the door of the meter room to the east service door of the shop area (6' x 50'). The lessee shall also maintain at all times a 10' wide access from the west garage door of the "shop" area to the overhead furnace (10' x 60'). With permission from the Public Works Superintendent, the above mentioned access ways may be temporarily blocked with props and walls from 3 p.m. to 7 a.m. while the "Haunted House" maze is being constructed, the tours are being conducted, and the props and walls disassembled (approximately mid-October to mid-November).

2. **Use:** The use of the above mentioned facility shall be restricted to organized lessee activities namely fabricating, assembling and storing props and conducting "Haunted House" tours. The lessee agrees to provide adequate adult supervision at all times. The lessee further agrees that outside activities will not be conducted past 8:30 p.m. except during the 1-2 week period when "Haunted House" tours are being conducted. Major lessee activities will not extend past 11:00 p.m. The lessee agrees and understands the City's concern for the potential of noise and traffic congestion related to outside activities. Lessee agrees to curtail in every way possible the amount of excessive noise generated from outside activities. The lessee further understand that, in the event the City receives noise related or any other documented legitimate complaints, this Lease Agreement may be terminated pursuant to Paragraph 3. below.
3. **Term:** The term of this Agreement shall be for a one (1) year renewable lease commencing on June 1, 2005, and terminating on May 31, 2006. The City reserves the right to terminate this Agreement for any reason with twenty eight (28) days written notice.

Subletting any or all of the leased spaces shall not be permitted without the written approval of the Director of Public Works.

4. **Maintenance:** The responsibility for maintenance of these facilities shall be divided as follows:
 - a. The lessee shall be responsible for routine cleaning and maintenance of the leased indoor space and any outside space used for the tours or other outside activities. Any permanent alterations to the building shall be preapproved by the City. The lessee shall clean up all nails and screws from the areas used.
 - b. Maintenance of the HVAC system, plumbing system, electrical system and structure (roof system, etc.) shall be the responsibility of the City.
5. **Security:** The lessee shall gain entry to the building using only the easterly overhead garage door and the easterly service door. The lessee shall keep these doors closed and locked at all times when not in use. The lessee may install his own locks on the doors to the "tool" room and the "office" area to provide for a more secure storage area for tools, equipment, supplies, etc. If the lessee elects to lock these doors, he shall provide one key to the Public Works Superintendent and one key to the Director of Public Works. The City reserves the right to permit appropriate officials to enter all of the leased portion of the building at any time.
6. **Equipment and Supplies:** All equipment and supplies owned, rented and/or used by the lessee shall be the responsibility of the lessee. All materials and props shall be stored in a neat and orderly manner. No gasoline or other flammable materials shall be stored in any area of the leased premises. All storage methods and practices shall comply with the requirements of the Neenah Fire Department.
7. **Keys:** All original exterior door keys and duplicate keys shall be returned to the City by 4:00 p.m. on the last day of the lease term.
8. **Insurance Certificate:** The lessee shall provide a general liability insurance certificate providing a minimum of \$1,000,000 coverage per occurrence. Said certificate shall name the City of Neenah and its officials as "an additional insured" and shall be filed in the office of the City Clerk with an additional copy filed in the office of the Director of Public Works.
9. **Rent:** The rent for the above referenced areas shall be \$292.00 per month for the twelve (12) months of the renewable term. June 2005 payment shall be due and payable at the time of signing of this Agreement. Remaining rent payments shall be due and payable on the first day of each month and shall be received by the City Finance Department on or before the fifth day of each month.


Failure to produce payment by the fifth day of the month shall result in a late payment charge of \$50.00 being assessed. Payment shall be made by check to the "City of Neenah Treasurer", 211 Walnut Street, Neenah, Wisconsin, 54956.

The City agrees that in the event the Agreement is terminated pursuant to paragraph 3 above, the City shall pro-rate the rent paid and return the unused amount to lessee.

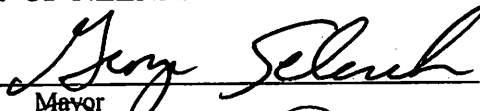
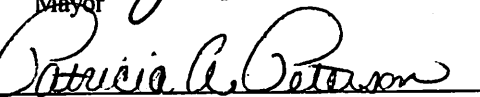
10. **Utility Costs:** All utility costs, including gas, electricity and water, shall be the responsibility of the City. The City shall maintain a minimum temperature of 40 degrees Fahrenheit during the year except from October 1 to November 15, the City shall maintain a minimum temperature of 65 degrees Fahrenheit.

11. Hold Harmless: The lessee, its officers, members and employees hereby agree to indemnify and hold harmless the City and its officials from any and all claims, actions, and causes of action arising out of the lessee's use of the leased premises. The lessee recognizes the fact that the heating system is old and may be unreliable. The lessee shall indemnify the hold harmless the City from any and all claims that may result from failure of the heating system.
12. INDIVIDUAL LIABILITY WAIVERS: All participants involved in the activities of the lessee, including parents and their children, shall be required to sign individual liability waivers holding the City harmless. Said liability waivers shall be on a form provided by the lessee and acceptable to the City.
13. No Smoking: No smoking shall be permitted in the building.
14. "As Is" Condition: The lessee has examined the facility and agrees to rent the leased portion in "as is" condition.
15. Damage by Casualty: If the premises are damaged by fire, mechanical failure of the heating system, or other casualty to a degree which renders them untenable, lessee may terminate the lease or vacate the premises and rent shall abate until the premises are restored to a condition comparable to their prior condition. The City shall have the option to repair the premises and if repairs are not made this lease shall terminate. If the premises are damaged to a degree which does not render them untenable the City shall repair them as soon as reasonably possible.
6. Use by Others: Lessee understands and agrees that the City has rented portions of the building and may use or rent other portions of this facility to others provided these activities do not interfere with Lessee's operations.

YOUTH GO INC.

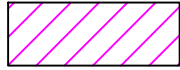
By: Date: 7/18/05


CITY OF NEENAH

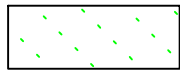
By: 
MayorDate: 7-13-05By: 
City ClerkDate: 7-20-05

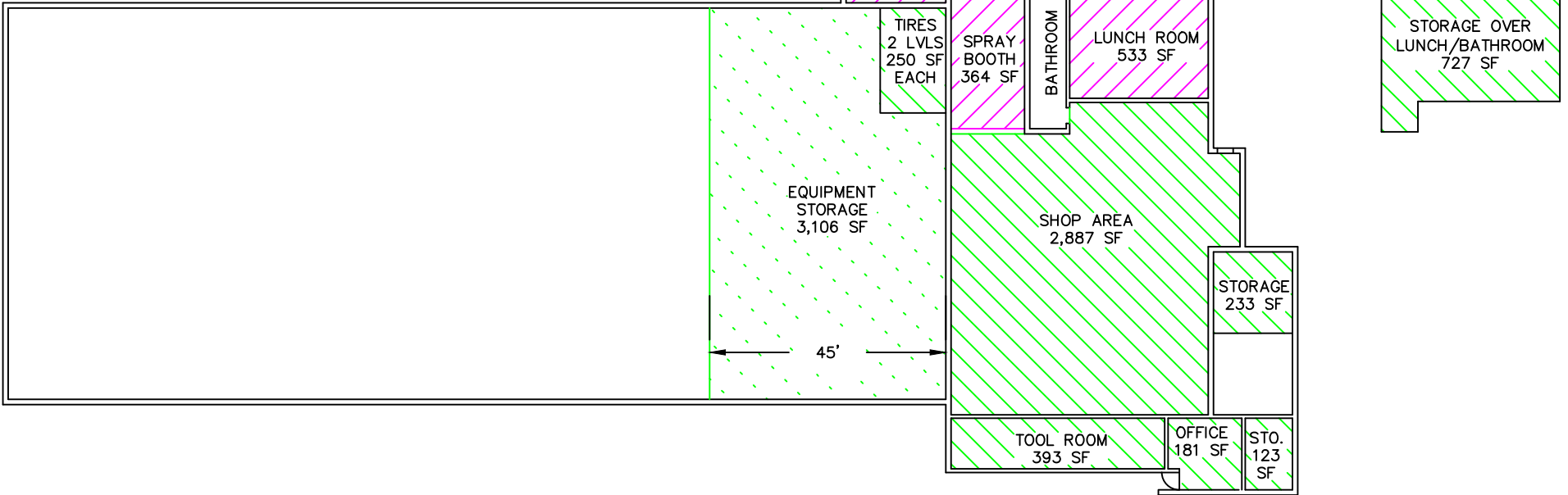
This Agreement was approved as to form by the City Attorney.



 KIDS KART CLUB LEASE AREA
+/- 3,117 SF

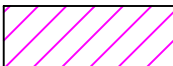
 YOUTH GO, INC. LEASE AREA
+/- 5,050 SF


 YOUTH GO, INC. STORAGE
OUTSIDE OF LEASE AREA
+/- 3,106 SF

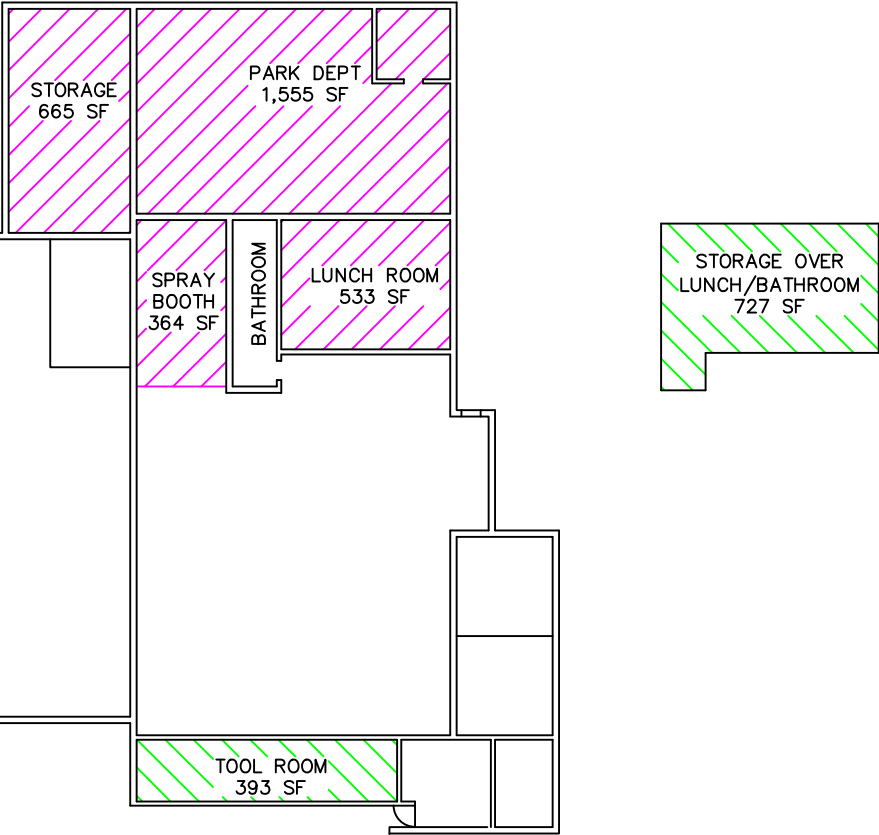


Proposed Leases



 KIDS KART CLUB LEASE AREA
+/- 3,117 SF

 YOUTH GO, INC. LEASE AREA
+/- 1,120 SF





M E M O R A N D U M

DATE: January 3, 2023
TO: Mayor Lang and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
 Tony Mach, Director of Neenah Water Utility
RE: Public Works – 2023 Capital Budget Amendments

A number of the projects included in the 2023 capital improvement program were intended to be completed in coordination with the redevelopment of Shattuck Middle School to address needs on adjacent streets. With recent Council action halting that project and given uncertainties around the future of that site, staff feels that it is advisable to focus construction efforts on other areas this year. The proposed changes eliminate the following projects listed in the CIP:

	Project	Streets	Sanitary Sewer	Storm Sewer	Water	Total
1.	Elm St (Cecil - Division)	0	600,000	210,000	511,000	1,321,000
2.	Reed St (Cecil – Division)	0	620,000	150,000	454,000	1,224,000
3.	Laudan Blvd (Elm - Reed)	0	84,000	70,000	89,000	243,000
	TOTALS	0	1,304,000	430,000	1,054,000	2,788,000

In order to continue to make progress on our street and utility needs, staff proposes to replace those projects with the following:

	Project	Streets	Sanitary Sewer	Storm Sewer	Water	Total
1.	Laudan Blvd (Oak - Elm)	114,000	0	26,000	128,000	268,000
2.	River St (Forest – Edna) High St (River – Center)	133,000	180,000	50,000	196,000	559,000
3.	Brantwood Dr (Marathon – Parkwood)	236,000	0	34,000	262,000	532,000
4.	Brantwood Ct	59,000	0	4,000	37,000	100,000
5.	Columbian Av (Elm – Congress)	345,000	210,000	97,000	200,000	852,000
	TOTALS	887,000	390,000	211,000	823,000	2,311,000

In addition, the storm sewer on the Chestnut Street/Dieckhoff Street/Burr Avenue, which has been budgeted at \$52,000, was found to need much more work than anticipated. That work has a revised estimate of \$182,000, an increase of \$132,000. Staff asks that the budget also be amended to reflect that increase. The revised 2023 project summary is attached.

Interim Finance Director Kahl has been in contact with Baird Financial about this proposal. We have been advised that no further action relative to the approved borrowing is needed, however the financing plan will need updating to address the decrease in utility borrowing and increase in levy borrowing. Upon a recommendation of approval by PSSC, Interim Director Kahl will provide the updated financing plan from Baird prior to the January 18 Council meeting.

Staff requests that Committee recommend that Council approve the 2023 budget amendments as outlined.

ORIGINAL		2021			2023								Estimated
	PASER	Length	Type	Pavement	STREET	Length	Laterals	SANITARY	STORM	WATER	TOTAL	Borrowing	
1	Chestnut Street (Oak - Division)/Dieckhoff	3	2,590	REC	Asphalt	\$710,000	2,437	70	\$680,000	\$52,000	\$449,000	\$1,891,000	\$1,442,000
2	Elm Street (Cecil - Division)	2	2,600			\$0	2,600	48	\$600,000	\$210,000	\$511,000	\$1,321,000	\$810,000
3	Reed Street (Cecil - Division)	2	2,600			\$0	2,643	52	\$620,000	\$150,000	\$454,000	\$1,224,000	\$770,000
4	Laudan Blvd Realignment (Elm - Reed)	5	580			\$0	640	6	\$84,000	\$70,000	\$89,000	\$243,000	\$154,000
5	Dieckhoff Street (Oak - Chestnut)	3	370	RES2	Asphalt	\$61,000	267	2	\$50,000	\$6,000	\$56,000	\$173,000	\$117,000
6	Burr Avenue (Chestnut - Elm)	3	317	REC	Asphalt	\$89,000	328	4	\$70,000	\$30,000	\$66,000	\$255,000	\$189,000
7	Hughes/Memorial/Charles/Patrick Courts	2,3	1,235	RES3	Asphalt	\$309,000	0	0	\$0	\$25,000	\$203,000	\$537,000	\$334,000
8	S. Commercial Street Design (Stanley - Winneconne)	3.6	8,135	REC	Concrete	\$250,000	0	0	\$0	\$0	\$0	\$250,000	\$250,000
9	Commercial/Winneconne Intersection Improvement			REC	Concrete	\$115,000	0	0	\$0	\$0	\$0	\$115,000	\$115,000
10	Liberty Heights Subdivision		9,230	NEW	Asphalt	\$2,031,000	0	0	\$0	\$0	\$0	\$2,031,000	\$2,031,000
11	Integrity Acres Subdivision		3,377	NEW	Asphalt	\$743,000	0	0	\$0	\$0	\$0	\$743,000	\$743,000
12	Arthur Plat Subdivision		585	NEW	Asphalt	\$129,000	0	0	\$0	\$0	\$0	\$129,000	\$129,000
13	Cardinal Plat Subdivision		1,650	NEW	Asphalt	\$363,000	0	0	\$0	\$0	\$0	\$363,000	\$363,000
14	Fox River Crossing									\$500,000	\$500,000	\$0	
TOTALS			33,269			\$4,800,000	8,915	182	\$2,104,000	\$543,000	\$2,328,000	\$9,775,000	\$7,447,000

OPTION 9: Revised Base + Brantwood Dr/Ct, Columbian Av		2021			2023								Estimated
	PASER	Length	Type	Pavement	STREET	Length	Laterals	SANITARY	STORM	WATER	TOTAL	Borrowing	
1	Chestnut Street (Oak - Division)/Dieckhoff	3	2,590	REC	Asphalt	\$710,000	2,437	70	\$680,000	\$182,000	\$449,000	\$2,021,000	\$1,572,000
2	Laudan Blvd (Oak - Elm)	2	687	RES2	Asphalt	\$114,000	0	0	\$0	\$26,000	\$128,000	\$268,000	\$140,000
3	Dieckhoff Street (Oak - Chestnut)	3	370	RES2	Asphalt	\$61,000	267	2	\$50,000	\$26,000	\$56,000	\$193,000	\$137,000
4	Burr Avenue (Chestnut - Elm)	3	317	REC	Asphalt	\$89,000	328	4	\$70,000	\$23,000	\$66,000	\$248,000	\$182,000
5	Hughes/Memorial/Charles/Patrick Courts	2,3	1,235	RES3	Asphalt	\$309,000	0	0	\$0	\$25,000	\$203,000	\$537,000	\$334,000
6	River St (Forest - Edna), High (River - Center)	3.5	950	RES1	Asphalt	\$133,000	711	15	\$180,000	\$50,000	\$196,000	\$559,000	\$363,000
7	Brantwood Drive (Marathon - Parkwood)	4	1,689	RES1	Asphalt	\$236,000	0	0	\$0	\$34,000	\$262,000	\$532,000	\$270,000
8	Brantwood Court	4	211	REC	Asphalt	\$59,000	0	0	\$0	\$4,000	\$37,000	\$100,000	\$63,000
9	Columbian Avenue (Elm - Congress)	2	1,215	REC	Asphalt	\$345,000	647	24	\$210,000	\$97,000	\$200,000	\$852,000	\$652,000
10	S. Commercial Street Design (Stanley - Winneconne)	3.6	8,135	REC	Concrete	\$250,000	0	0	\$0	\$0	\$0	\$250,000	\$250,000
11	Commercial/Winneconne Intersection Improvement			REC	Concrete	\$115,000	0	0	\$0	\$0	\$0	\$115,000	\$115,000
12	Liberty Heights Subdivision		9,230	NEW	Asphalt	\$2,031,000	0	0	\$0	\$0	\$0	\$2,031,000	\$2,031,000
13	Integrity Acres Subdivision		3,377	NEW	Asphalt	\$743,000	0	0	\$0	\$0	\$0	\$743,000	\$743,000
14	Arthur Plat Subdivision		585	NEW	Asphalt	\$129,000	0	0	\$0	\$0	\$0	\$129,000	\$129,000
15	Cardinal Plat Subdivision		1,650	NEW	Asphalt	\$363,000	0	0	\$0	\$0	\$0	\$363,000	\$363,000
16	Fox River Crossing									\$500,000	\$500,000	\$0	
TOTALS			32,241			\$5,687,000	4,390	115	1,190,000	467,000	2,097,000	9,441,000	7,344,000

**Report of the Committee of Public Services and Safety
on Proposed Assessments**

In accordance with the (preliminary) Resolution No. 2022-22, and the requirements of §66.0703(5), Wis. Stats., we herewith submit our report on the improvements and the assessment of benefits under the police power for the improvements to be made in the streets or portions of streets listed below.

The plans and specifications have been approved by the Committee and are on file with the Director of Public Works.

The descriptions of the improvement and the estimate of the entire cost of the proposed improvements and the benefits and damages, which estimate of benefits and damages have been made from a view of each parcel, are as follows:

Installation of sanitary sewer laterals for properties served by sanitary sewers on the following streets:

	Street	No. of Served Properties	Est. Construction Costs (1)	Est. Assessable Costs (1)	Est. City Costs
1.	Burr Ave (Chestnut St to Elm St)	3	\$18,000	\$9,000	\$9,000
2.	Chestnut St (Oak St to Division St)	74	\$444,000	\$222,000	\$222,000
3.	Dieckhoff St (Oak St to Chestnut St)	2	\$12,000	\$6,000	\$6,000
4.	Laudan Blvd (Oak St to Elm St)	0	\$0	\$0	\$0
5.	River St (Forest Ave to Edna Ave)	8	\$48,000	\$24,000	\$24,000
6.	High St (River St to Center St)	7	\$42,000	\$21,000	\$21,000
7.	Columbian Ave (Elm St to Congress St)	24	\$144,000	\$72,000	\$72,000

Installation of water services for properties served by potable water on the following streets:

	Street	No. of Served Properties	Est. Construction Costs (1)	Est. Assessable Costs (1)	Est. City Costs
1.	Burr Ave (Chestnut St to Elm St)	5	\$73,000	\$7,000	\$0
2.	Chestnut St (Oak St to Division St)	72	\$549,800	\$100,800	\$0
3.	Dieckhoff St (Oak St to Chestnut St)	3	\$60,200	\$4,200	\$0
4.	Laudan Blvd (Elm St to Reed St)	1	\$129,400	\$1,400	\$0
5.	River St (Forest Ave to Edna Ave)	8	\$77,200	\$11,200	\$0
6.	High St (River St to Center St)	9	\$142,600	\$12,600	\$0
7.	Columbian Ave (Elm St to Congress St)	19	\$226,600	\$26,600	\$0

Damages - Nil

(I) Sewer lateral construction only. Includes 10% engineering and administration fees

A schedule of the properties benefited by the improvements is on file with the Director of Public Works. The properties benefited will be assessed pursuant to Sec. 13-1, Neenah Code, according to the following rates.

Estimated Schedule of Assessment Rates

Single-Family / Two-Family Residence District \$ 3,000 per sewer lateral

Single-Family / Two-Family Residence District \$ 1,400 per water service

Multi-Family /Commercial / Industrial District \$ 1,400per water service

Public Services and Safety Committee

Dated: _____

By: _____
Chairman

FINANCE AND PERSONNEL COMMITTEE MEETING
Monday, January 9, 2023 – 6:00 p.m.
Council Chambers, Neenah City Administration Building
211 Walnut Street, Neenah, Wisconsin

MINUTES

Present: Chairman Erickson; Aldermen Boyette (6:33 pm), Skyrms, Steiner (via phone) and Stevenson; Mayor Lang, Interim Director of Finance Kahl, City Attorney Rashid.

Others Present: Assistant Planner Kasimor, Director of Information Systems Wenninger, Director of Community Development Haese, Deputy Director of Community Development Schmidt, Property Appraiser Engelbreth, Director of Public Works Kaiser, Community Development Coordinator Jefferson.

Absent/Excused: None.

Public Appearances: None.

Minutes: Motion/Second/Carried Skyrms/Stevenson to approve the minutes from the December 12, 2022 Regular Meeting and December 21, 2022 Special Meeting. All voting aye.

2023 Intermunicipal Agreement for Dial-A-Ride

Committee reviewed memo of Assistant Planner Kasimor seeking approval of the 2023 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing. The agreement allows for the use of State and Federal funds received by Valley Transit towards Dial-A-Ride program costs incurred by City residents. Valley Transit estimates 2023 program costs of \$44,677 between Neenah and Menasha. The 2023 Dial-A-Ride program budget contains an estimated \$53,440 in resources, including \$12,000 from the City of Neenah.

Committee discussed various aspects of the proposed agreement. Items discussed included the funding relationship between Neenah and Menasha and Neenah's annual contribution to the program.

Motion/Second/Carried Skyrms/Stevenson to recommend Council approve the 2023 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing. All voting aye.

T2 Parking Enforcement Hardware Purchase

Committee reviewed memo of Director Wenninger seeking approval to purchase parking enforcement hardware at a cost not to exceed \$16,500. New hardware is necessary due to the acquisition of NuPark, the City's previous parking enforcement software provider, by T2 Systems. Carried forward Downtown Parking funds from TIF 8 would be used to fund the purchase.

REPORT

Committee discussed various aspects of the proposed purchase. Items discussed included an upcoming LPR replacement, the quantity and use of printers by Police staff, and the transition from NuPark to T2.

REPORT **Motion/Second/Carried Stevenson/Skyrms to recommend Council approve the purchase of parking enforcement software at a cost not to exceed \$16,500, funded by the Downtown Parking carry forward in TIF 8. All voting aye.**

Information Systems Operating Budget Carry Forward Request

Committee reviewed memo of Director Wenninger requesting to carry forward \$20,000 in operating budget funds from 2022 to 2023 as follows: \$8,000 from Outside Software Services, \$10,000 from Computer Software Outlay, and \$2,000 from Computer Hardware Outlay. Director Wenninger would intend to use the funds to procure consulting services to expand and fine tune the City's Citrix environment and purchase additional thin client devices.

Committee discussed various aspects of the carry forward request. Items discussed included the use of funds for hardware versus software.

REPORT **Motion/Second/Carried Steiner/Skyrms to recommend Council approve the carry forward of 2022 Information Systems operating funds to 2023 as follows: \$8,000 from Outside Software Services, \$10,000 from Computer Software Outlay, and \$2,000 from Computer Hardware Outlay. All voting aye.**

Interim Market Update Assessment Services Contract

Committee reviewed memo of Deputy Director Schmidt recommending approval of the 2023 agreement for Interim Market Update assessment services with Associated Appraisal in the amount of \$50,000. State law requires municipalities to assess real estate to +/- 10% of market value, and the City's assessment ratio currently stands at 86.8% (13.2% below market value). The City last conducted a revaluation in 2019, and since that time the City's median home value has increased 35%. The Interim Market Update proposed will help ensure all property owners are paying their fair proportional share of real estate property taxes, consistent with market conditions.

Associated Appraisal has provided assessment services for the City since 2013, including assistance with the 2019 revaluation. Staff intends to complete work by late summer 2023, at which time a notice of assessment letter would be sent to all property owners.

Committee discussed various aspects of the proposed contract. Items discussed included the frequency of revaluations, the terms of insurance in the agreement, the "open book" review period, and the Board of Review process.

REPORT

Motion/Second/Carried Skyrms/Stevenson to recommend Council approve the 2023 Contract for Interim Market Update Assessment Services with Associated Appraisal in the amount of \$50,000. All voting aye.

Resolution 2023-01: Fee Schedule Changes

Committee reviewed memo of Interim Director Kahl seeking the approval of various changes to the fee schedule. Among the changes requested are: the Amusement Device License (\$35 per machine increase annually), the Additional Residential Refuse Cart (\$20 per cart increase annually), and Residential Dumpster Rental increases per collection. Other proposed increases would impact new storm water infrastructure development and street/right-of-way excavation.

Committee discussed various aspects of the proposed Resolution. Items discussed included the residential dumpster service and charge, the possibility of tying certain fee increases to inflation, and reviewing the fee schedule on a regular basis to avoid large increases.

REPORT

Motion/Second/Carried Stevenson/Skyrms to recommend Council approve Resolution 2023-01: Fee Schedule Changes. All voting aye.

Resolution 2023-02: Weights and Measures Fees

Committee reviewed memo of Community Development Coordinator Jefferson recommending the addition of several Weights and Measures fees to the City's fee schedule. As in 2022, the City will again contract with the City of Appleton Health Department for Weights and Measures field services in 2023, and the proposed changes to the fee schedule are made in an effort to improve efficiency and more closely align with Appleton's.

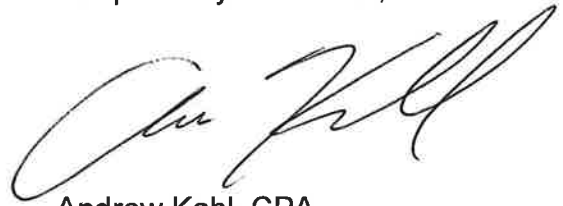
Committee discussed various aspects of the proposed Resolution. Items discussed included the potential revenue impact of the additional fees

REPORT

Motion/Second/Carried Stevenson/Skyrms to recommend Council approve Resolution 2023-02: Weights and Measures Fees. All voting aye.

Motion/Second/Carried Stevenson/Skyrms to convene into closed session at 6:48 pm pursuant to Wis. Stat. §19.82(2) to confer with City Attorney, who will render advice concerning strategies with respect to pending or impending litigation involving the City. All voting aye.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Andrew Kahl". The signature is fluid and cursive, with a large initial "A" and "K".

Andrew Kahl, CPA
Interim Director of Finance



Department of Community Development
211 Walnut St., P.O. Box 426, Neenah, WI 54957-0426
Phone: 920-886-6125 Fax: 920-886-6129
website/e-mail: www.ci.neenah.wi.us

MEMORANDUM

TO: Chairman Erickson and members of the Finance and Personnel Committee

FROM: Carol Kasimor, Assistant Planner

DATE: January 5, 2023

SUBJ: 2023 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing

The attached intermunicipal agreement with the City of Appleton allows use of State and Federal funds received by Valley Transit for Dial-A-Ride program costs for City residents. The Village of Fox Crossing also operates a program for their residents and costs are detailed for each program in the agreement.

The estimated contribution by the City of Neenah for Dial-A-Ride services is on page 1 of the agreement. Valley Transit has estimated the local share of the cost for the program in the Cities of Neenah and Menasha to be \$44,677. We have budgeted resources totaling \$53,440 for the Neenah-Menasha program funded primarily from the two Cities, Winnebago County, and United Way Fox Cities.

There are no other major changes from the 2022 agreement.

The Department recommends approval of the 2023 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing.

**2023 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITIES OF APPLETON AND NEENAH AND THE VILLAGE OF FOX CROSSING,
TO PROVIDE FOR COST-SHARING OF TRANSIT SERVICES FOR THE ELDERLY**

I. THE PARTIES

The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

The City of Neenah, a Wisconsin municipal corporation, doing business at 211 Walnut Street, Neenah, Wisconsin 54956 ("Neenah").

The Village of Fox Crossing, a Wisconsin municipal corporation, doing business at 2000 Municipal Drive, Neenah Wisconsin 54956 ("Fox Crossing").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the City of Appleton, the owner of Valley Transit, assumes responsibility for and direction of its operations, and

WHEREAS, the City of Neenah and the Village of Fox Crossing operate Northern Winnebago Dial-A-Ride, a transportation program (hereinafter referred to as "DIAL-A-RIDE") for the benefit of the elderly of the Cities of Neenah and Menasha, and the Village of Fox Crossing, and

WHEREAS, the Cities of Appleton and Neenah and the Village of Fox Crossing wish to coordinate services to maximize outside revenue sources.

III. THE AGREEMENT

NOW, THEREFORE, the Cities of Appleton and Neenah and the Village of Fox Crossing by their respective representatives, do hereby agree as follows:

1. **COST-SHARING AGREEMENT.**

Expenses for the Dial-A-Ride program will be shared based on the following formula:

$$\begin{aligned} & \text{Dial-A-Ride x Contract Cost} \\ & - \text{Federal Share} \\ & - \text{State Share} \\ & - \text{Farebox Revenues} \\ & + \text{Administrative Charge} \\ & = \text{City of Neenah and Village of Fox Crossing Estimated Contribution} \end{aligned}$$

Valley Transit, the City of Neenah and the Village of Fox Crossing estimate that there will be 8,800 rides in 2023. Cost estimates are as follows:

**Breakdown by Municipality of Total
Costs**

	<u>Total Program Cost</u>	Neenah/Menasha <u>(6,800 rides)</u>	Village of Fox Crossing <u>(2000 rides)</u>
Cost for Dial-A-Ride (8,800 X \$17.85)	\$157,080	\$121,380	\$35,700
Federal Share	(38,125)	(31,051)	(7,074)
State Share	(43,990)	(33,990)	(10,000)
Fares (\$3.50)	(30,800)	(23,800)	(7,000)
Administrative Charge	<u>15,708</u>	<u>12,138</u>	<u>3,570</u>
City of Neenah and Village of Fox Crossing Estimated Contribution*	\$59,873	\$44,677	\$15,196

Actual costs will be based on actual ridership, federal share, state share, and fares in 2023.

*This cost figure is illustrative given that the amounts used in the formula are estimates.

2. **METHOD OF PAYMENT.** Payment by Valley Transit to the contractor will be made monthly based on ridership information provided by the City of Neenah and the Village of Fox Crossing to Valley Transit. Valley Transit will invoice the City of Neenah and the Village of Fox Crossing for its contribution on a monthly basis.
3. **LENGTH OF AGREEMENT.** This agreement shall be for the calendar year 2023. Renewal shall occur upon mutual agreement by the parties 30 days prior to the termination date of this contract.
4. **PROGRAM ADMINISTRATION AND REPORTING.** Valley Transit, the City of Neenah and the Village of Fox Crossing shall be responsible for administration of the Dial-A-Ride Program.
5. **INSPECTION.** Both parties agree to allow inspection of each other's records and books so far as permitted by law. Record inspection shall be allowed upon reasonable notice in order to confirm compliance with the terms and conditions of this agreement.
6. **AUDIT.** Any audits required for Dial-A-Ride services will be added to the total cost of those services, and the City of Neenah's and the Village of Fox Crossing's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
7. **INDEMNIFICATION.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
8. **INSURANCE.** The Cities of Appleton and Neenah and the Village of Fox Crossing agree at all times during the existence of this Agreement to keep in force the following insurance coverages:

<u>Coverage</u>	<u>Limit</u>
Worker's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 Each Occurrence
Auto Liability	\$1,000,000 CSL

9. **DISCRIMINATION.** In connection with the performance of work under this agreement, the Cities of Appleton and Neenah and the Village of Fox Crossing agree not to discriminate against any

employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, development disability as defined in §5101 (5), Wis. Stats., national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.

10. **CONDITIONS**. This agreement is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the Cities of Appleton and Neenah and the Village of Fox Crossing shall serve to terminate this agreement.

11. **MODIFICATION/TERMINATION**. Failure to comply with any material part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by a written addendum signed by the authorized representatives of each party.

12. **ELECTRONIC SIGNATURES**. This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2022.

SIGNATURES APPEAR ON THE FOLLOWING PAGE



M E M O R A N D U M

DATE: Wednesday, January 4, 2023
TO: Chairperson Erickson and Members of the Finance and Personnel Committee
FROM: Joseph L. Wenninger, Information Systems Director
RE: Request to Purchase Necessary Hardware to Migrate to T2 Systems for Parking Enforcement

I am requesting approval to expend \$16,500 on necessary hardware to migrate the City's parking enforcement solution from NuPark to T2 Systems, with Downtown Parking Funds in TIF 8 utilized for the expenditure.

Hardware devices being acquired at this time are replacement mobile printers for vehicles and replacement tablet in the Parking Enforcement vehicle.

<u>Description</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Replacement of Zebra iMZ320 printers in vehicles with Zebra ZQ320 printers.	13	\$775.00	\$10,075.00
Replacement of the Panasonic Tablet in the LPR Vehicle with a Panasonic Enforcement Tablet. Delivered with software installed and configured. (LPR replacement likely in 2025.)	1	\$6,400.00	\$6,400.00
		Hardware Costs	\$16,475.00

If you have any questions please feel free to reach out to me at your leisure or I will be happy to address them during the January 9th Finance and Personnel Committee meeting. Thanks.



M E M O R A N D U M

DATE: Wednesday, January 4, 2023
TO: Chairperson Erickson and Members of the Finance and Personnel Committee
FROM: Joseph L. Wenninger, Information Systems Director
RE: Request to Carry 2022 Operating Funds Forward to be Expended in 2023

I am requesting approval to carry forward the following unspent 2022 Operating Budget funds. \$8,000 from account 043-1701-708-0235 (Outside Software Services), \$10,000 from account 043-1781-708-8114 (Computer Software Outlay) and \$2,000 from account 043-1781-708-8115 (Computer Hardware Outlay).

I had intended to utilize these funds prior to the end of 2022 to procure consulting services to expand and fine tune the City's Citrix environment and to purchase additional thin client devices to deploy but with staff efforts concentrated on the O365 migration and staff time off during the holiday I did not get this accomplished.

Again, a Citrix Environment is a Virtual desktop infrastructure (VDI) environment where desktops are hosted on a central server. Images run within virtual machines (VMs) and are delivered to end clients over a network. Those endpoints in the City's environment are thin client or chrome book devices. The benefits of a virtual environment are:

Cost savings

VDI software can also be a strong cost-saving measure, because the majority of processing in VDI is server-based eliminating relatively expensive devices as endpoints. VDI access can instead take place from an inexpensive thin client, reducing the need to make frequent new endpoint device purchases.

Centralized management

Administrators can apply software patches and updates, change configurations, and enforce policies for all virtual desktops across the deployment. In this way, VDI software allows for fine-tuned control and secure isolation of OS images from a central server, which is a less complicated setup than managing desktops and laptops running OS locally.

Improved security

VDI offers security improvements compared with running everything locally. All data from a VDI connection lives on the server, not the device. So, if an endpoint is ever stolen, there's nothing to

CITY OF NEENAH
Information Systems Department

January 5, 2023 – Page 2

exfiltrate from its local storage. In addition, the VDI environment is fully and centrally controlled from a datacenter. With centralized management of patches and updates the City's IS staff has total control over the patch and update process.

If the carry forward request is approved, Information Systems will have expended 94% of their 2022 Operating Budget.

If you have any questions please feel free to reach out to me at your leisure or I will be happy to address them during the January 9th Finance and Personnel Committee meeting. Thanks.



M E M O R A N D U M

DATE: January 9, 2023
TO: Chairman Erickson and Members of the Finance & Personnel Committee
FROM: Brad Schmidt, AICP, Deputy Director of Community Development
RE: Contract for Interim Market Update Assessment Services – Associated Appraisal

Request

The Community Development and Assessment Department is requesting approval of a contract with Associated Appraisal Consultants, Inc. to conduct an interim market update revaluation for all taxable real estate in the City. The last revaluation occurred in 2019.

Revaluation Rationale

The real estate market has been very strong since our last revaluation in 2019. Housing supply conditions have been, and remain, extremely low. Builders have also faced an economic fallout of the pandemic with delays in material delivery, rising cost of raw material, and difficulty in hiring construction workers. This has resulted in the City's median home value increasing 35% from 2019 to 2022. Even with less sales activity and an increase in interest rates since 2019, home prices remain high due to the housing supply remaining low. Neenah is not an abnormality as the entire country has experienced similar conditions.

Assessed property values in the City are significantly lower than market values based on recent sales. As provided by the Wisconsin Department of Revenue, the 2022 assessment ratio is 86.8% (13.2% below market value). Without a revaluation, the City's 2023 assessment ratio is projected to be below 80%. State law requires municipalities to assess real estate to +/- 10% of market value.

Analysis of real estate property sales has shown there are geographic inequities due to sale prices rising at different rates for different types of homes. Starter homes, rentals and newly constructed homes have shown the highest inflation of values while higher-end homes have not seen as dramatic of an increase. It is important that all properties are assessed consistently with the market in order to have equitable values, ensuring all property owners are paying their fair share of real estate property taxes.

An interim market revaluation does not require an interior physical inspection of properties. Only properties that were newly constructed or have had interior or exterior improvements in 2022, will be physically inspected. Once inspections are completed, all real property in the City will have their assessments adjusted to market value. All property owners will receive a notice of assessment letter in late summer 2023.

Contract and Timing

Associated Appraisal has provided assessment services for the City since 2013. Mark Brown, President of Associated Appraisal, has been the City's project manager since 2013 and will lead the interim market update revaluation. Associated Appraisal and Mr. Brown have significant experience and knowledge of Neenah's real estate market. In addition, Mr. Brown assisted the City of Neenah with the revaluation in 2019.

In order to complete the necessary data collection, value analysis and review of data, City staff will begin immediately in order to achieve a completion date of late summer 2023.

Funding for this request is budgeted in the 2023 Operating Budget and more specifically, with ARPA one-time expenditures.

Recommendation

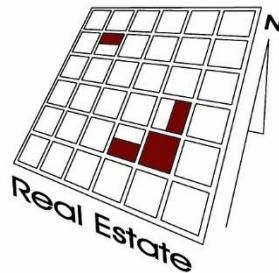
An appropriate recommendation at this time is to recommend Common Council approve the 2023 *Contract For Interim Market Update Assessment Services* with Associated Appraisal in the amount of \$50,000.

**CONTRACT FOR
INTERIM MARKET UPDATE
ASSESSMENT SERVICES**

Prepared for the
City of Neenah
Winnebago County

By

***Associated Appraisal
Consultants, Inc.***



**Appleton Office
W6237 Neubert Rd. | P.O. Box 291
Greenville, WI 54942-0291
Phone (920) 749-1995/Fax (920) 731-4158**

Lake Geneva Office
Walworth County
Lake Geneva, WI 53147

Ironwood, Michigan Office
Ironwood, MI 49938

Hurley Office
Iron County
P.O. Box 342
Hurley, WI 54534-0342

**SECTION I
GENERAL AGREEMENTS**

This Contract is by and between the **City of Neenah, Winnebago County, State of Wisconsin**, a municipal corporation (hereinafter "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

1. SCOPE OF SERVICE:

Assessor shall provide "expert help" for an interim market update revaluation of all taxable real estate in the City of Neenah, Winnebago County, State of Wisconsin, pursuant to Wisconsin Statutes 70.055, for the assessment year of **2023**, for which service the Municipality agrees to pay Assessor the sum of compensation outlined in Section V of this Contract. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the Wisconsin Property Assessment Manual and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this Contract. Additional detail of the duties performed by the Assessor and Municipality are further described in Appendix A that is attached hereto and incorporated herein by reference.

2. ASSIGNMENT OF CONTRACT:

Assessor will not assign, subcontract, or transfer this Contract or any part of this Contract without written approval from the Municipality.

3. PERSONNEL:

Assessor shall provide certified, experienced, and competent employees of good character to perform all work necessary during the various phases of the revaluation program. All field staff members shall carry a photo identification tag and drive a vehicle clearly marked with our Assessor name. If the Municipality shall at any time during the program consider the services of any employee to be unsatisfactory, Assessor shall immediately remove such employee upon written request.

4. INSURANCE AND INDEMNITY:

Assessor shall maintain during the term of this Contract full insurance coverage to protect and hold harmless the Municipality. Insurance shall include: (a) worker's compensation in compliance with state laws, (b) comprehensive general and public liability covering operation, (c) comprehensive automobile liability and property damage with coverage to include owned, hired, and non-hired motor vehicles used by Assessor, and (d) proper and sufficient insurance to cover loss of records withdrawn from the Municipality by Assessor for its use as well as records in process under this Contract. Assessor shall not be responsible for loss of records destroyed by fire, theft, or Act of God while kept in the office supplied by the Municipality.

Limits of liability shall not be less than:

(a) Workers Compensation

State of Wisconsin requirements

(b) General Liability

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit	\$ 1,000,000
-----------------------	--------------

The Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums. The insurance provider will be authorized to transact business in the State of Wisconsin.

Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.

The Municipality agrees to defend and indemnify and save harmless the Assessor, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes, brought or recovered against, whether based in contract, negligence or otherwise. Neither party shall be liable to the other for consequential, indirect, or incidental damages, including but not limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise.

5. ROLE OF ASSESSOR:

As Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to Section 19.01, Wis. Stats. and be filed with the Municipal Clerk prior to commencing duties. Assessor shall assume the appointed office of City Assessor as per Wisconsin Statutes secs. 62.09 (1)(c) and 70.05(1) for the duration of this Contract and shall perform all statutory duties appertaining to such office. The Assessor shall be considered a public officer and afforded the protection from civil liability under sec. 895.46(1), Wis. Stats. for carrying out duties while acting within the scope of the Assessor's employment as an officer of the Municipality. As such, and except for those claims and liabilities based upon intentional acts of Assessor, Municipality shall hold harmless Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under Wisconsin Statutes secs. 74.35, 74.37 and circuit court claims, unless otherwise specified in this Contract.

6. PUBLIC RELATIONS:

Assessor and Municipality shall carry on, during the revaluation, a suitable program of public information in a manner dictated by experience to be most effective and productive. Upon written request, Assessor agrees to meet with the governing body of the Municipality to discuss areas of work such as public relations, procedures, progress, valuations, and concerns.

7. DURATION:

Assessor shall complete all work on or before October 30th of the year in which the revaluation services are contracted for. If unforeseen circumstances delay the completion of work, an extension of 30 days will be granted upon mutual consent and are further described in Appendix B that is attached hereto and incorporated herein by reference

Assessor with the assistance of Municipality staff shall timely respond to all open records requests received by Assessor. In so doing, Assessor and Municipality shall comply with the confidentiality provisions of the Wisconsin Statutes, including but not limited to Wis. Stat. § 70.35(3) regarding the personal property return, Wis. Stat. 70.47(7)(af) regarding income and expense information, and Wis. Stat. 77.265 regarding the real estate transfer return. Assessor shall timely communicate to Municipality any open records inquiries or issues raised by a property owner directly to Assessor which may require additional follow-up by the Municipality. Assessors shall also otherwise cooperate with Municipality in responding to open records requests.

8. AVAILABILITY:

The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week from 8:00 a.m. to 4:30 p.m. excluding holidays and Assessor paid time off. Internet communication is available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within two working days or sooner. The Assessor shall copy the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor.

9. COMPLETION OF ASSESSMENT ROLL AND REPORTS:

Assessor with the assistance of Municipality staff shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the Wisconsin Property Assessment Manual. Roll transmittal and reception must be made and maintained in accordance with Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year, and follow any County or Municipality prescribed business formats as provided under Wis. Stat. § 70.09(3)(c). Assessor shall provide final assessment figures for each property to Municipality, and the roll shall be totaled to exact balance. Assessor shall timely prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue. Assessor shall prepare and submit the Agricultural Land Conversion Charge form to the County as required. Postage and mailing services are at the Municipality's expense.

SECTION II DATA COLLECTION & APPRAISAL

1. PROPERTY RECORDS:

(a) Assessor and Municipality shall create a complete computer database of all parcels within the municipality, including information on each property's ownership, class, land size and use, and improvement information. The database shall be created using Municipality provided CAMA software and shall include digital photographs of primary improvements.

(b) Municipality's existing records shall be used as a basis for analysis of sales and calculation of assessed values. Any errors found in existing records shall be corrected.

(c) Property record cards shall be updated with computer-generated data sheets, showing the property information used as a basis for the revaluation, including the measurements of all primary building improvements. Assessment records shall include all data and material obtained and/or used for the valuation of properties.

(d) All records prepared or maintained about assessments in the Municipality shall always be and remain the sole property of the Municipality.

2. FIELD INSPECTIONS:

The Assessor may make occasional field inspections when deemed necessary by the Assessor or Municipality. All such inspections will be conducted between the hours of 8:00 AM and 7:00 PM, Monday through Friday, excluding legal holidays. Existing property records will be used as a basis for analysis of sales and computation of assessed values.

3. DWELLING DATA:

When appraising single-family and multi-family dwellings, Assessor shall consider the physical characteristics and condition of the dwelling. Such characteristics shall include the type of dwelling, story height, square footage, basement area, wall construction, siding type, roof, floors, interior finish, heating system, fireplaces, plumbing fixtures, number of rooms, age, physical condition, overall quality of construction, and attachments such as garages, decks, and porches. Sales data and rental information will be documented and considered when applicable. All information collected will be recorded as a permanent part of the property records.

4. VACANT LANDS:

Parcels of vacant land will be viewed by way of recent aerial photography. Sales data for vacant lands will be collected and compiled based on neighborhoods or geographic locations within the municipality. Land values will be derived from vacant and improved sales and will consider all factors that may affect resale value, such as location, size, shape, topography, zoning, utilities, current use, and other factors. In developing land values, all forms, maps, and land valuation tables shall be left with the Municipality. All maps such as plat maps, zoning maps or other maps needed to accurately value land will be supplied by Municipality or obtained at the Municipality's expense.

5. APPROACH TO VALUE:

Assessor with the assistance of Municipality staff shall assess all taxable real estate per market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach, and the income approach in the valuation of all taxable property.

(a) Sales Comparison Approach. Assessor with the assistance of Municipality staff will collect, compile, and analyze all available sales data for the municipality to become familiar with the prevailing market conditions and activity. A detailed analysis of sales data will be prepared, including a picture book of recent residential and agricultural sales. Vacant land sales will also be compiled and analyzed. In valuing property by the sales comparison approach, subject properties will be appraised through a detailed comparison to similar properties that have recently sold, making careful consideration of similarities and differences between the subject and comparable sale properties.

(b) Cost Approach. The cost approach to value will be considered for all taxable improved property. Replacement costs for residential and agricultural improvements will be calculated per Volume II of the *Wisconsin Property Assessment Manual*. Replacement costs for commercial improvements will be calculated using Marshall & Swift valuation service. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence will be accurately documented and deducted from current replacement costs.

(c) Income Approach. Consideration of the income approach to value will be made when the income or potential income generated by the real estate is deemed likely to affect the property's resale value. Data to be analyzed will include economic rents, typical vacancy rates and typical operation expense ratios. In the valuation of property by the income approach, adequate records will be prepared, showing a reconstruction of income and expenses, as well as all calculations used to arrive at market value, including formulas and capitalization rates as appropriate to the type of property being appraised.

SECTION III NOTIFICATION & DEFENSE OF ASSESSMENTS

1. ASSESSMENT NOTICES:

A notice of assessment shall be mailed for each taxable parcel of property whose assessed value has changed from the previous year. Assessor and Municipality shall be responsible for the preparation and timely mailing of all assessment notices by First Class Mail. The Municipality shall be responsible for the cost of all postage and mailing services.

2. OPEN BOOK:

At the completion of the revaluation work and following statutory requirements, the Assessor and Municipality shall hold informal hearings referred to as the Open Book, prior to the Board of Review. During the Open Book, interested property owners may view the assessment roll and discuss their individual appraisals. Municipality shall take the phone calls to schedule appointments for the open book conference. In addition to Municipality staff, the Assessor shall provide adequate staff as deemed necessary by the Municipality and Assessor to accommodate the projected attendance. Assessor shall work with the Municipality to determine the date when the Open Book will take place. The Municipality will provide an appropriate area to conduct the Open Book. Unless otherwise specified in this Contract, the informal hearings will be held for as many days needed. Open book assistance from the Assessor exceeding (4) days shall require additional compensation.

3. BOARD OF REVIEW:

Assessor shall furnish a representative for as many days as needed to provide sworn oral testimony at the Board of Review in support of all assessed values being formally challenged. Municipality shall comply with state statutes and Department of Revenue training requirements about Board of Review hearings. Municipality agrees that all Board of Review appeals must be made in a formal manner, by filing a completed Form of Objection with the Clerk at least 48 hours before the opening of the Board of Review. In the event of any appeal beyond the Board of Review to the Department of Revenue or to the Courts, Assessor shall provide a representative to furnish testimony in defense of the values established by the revaluation for all such cases within the first 90 days after adjournment of the Board of Review for up to eight (8) employee hours per parcel. Testimony more than eight (8) employee hours per parcel will require an addendum to this Contract. The Municipality agrees to be responsible for the Assessor's attendance at all hearings of the Board of Review, and to testify under oath regarding the assessed values. All Board of Review appeals must be made in a formal manner, which complies with the State Statutes governing the assessment process. This includes filing with the Clerk, prior to the Board of Review, a properly completed objection form. Any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.

SECTION IV ITEMS TO BE PROVIDED BY MUNICIPALITY

1. MEETING SPACE:

Municipality shall furnish a suitable space in which to hold the Open Book conference and the Board of Review at no cost to Assessor.

2. ACCESS TO RECORDS:

Municipality shall allow access and make available to Assessor municipal records such as, but not limited to, previous assessment records and rolls, sewer, and water layouts, building permits, tax records, zoning ordinances and documentation pertaining to future land use planning.

3. MAPS:

Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, or other maps currently in the possession of the municipality. If such maps necessary for our work are not in the possession of the municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

4. MAILING SERVICES COSTS:

Municipality shall be responsible for the cost of all mailing services and postage associated with the revaluation program. This cost includes, but is not limited to, a general informational mailing, requests for income and expenses, written requests to view property, notices of assessment, and mailing of documents such as maps and assessment rolls. If Municipality requires Assessor to send letters by certified mail, Municipality shall be responsible for the mailing services and postage costs of certified mail.

**SECTION V
COMPENSATION & TERMS OF PAYMENT**

1. COMPENSATION:

Payment shall be made monthly for services and expenses incurred during the previous month. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the Board of Review. All payments shall be made to: Associated Appraisal Consultants, Inc., P.O. Box 291, Greenville, Wisconsin, 54942-0291.

2. COST OF SERVICES:


Assessor shall perform all the services stated in the above Contract for the assessment year of **2023**, per to the terms specified herein for the sum of: **Fifty Thousand Dollars (\$50,000.00)**.

(a) This Contract runs simultaneously with the 2021-2025 Contract for Maintenance Assessment Services dated and signed by the Assessor on June 16, 2020, and the Municipality on December 3, 2020. The Municipality shall continue to pay the Assessor **Thirty-Six Thousand Five Hundred Dollars (\$36,500.00)** for 2023 assessment year. Compensation will continue to be paid in monthly installments throughout the 2023 assessment years.

(b) Municipality shall not be billed for supplies, mileage, or any other additional travel expenses, unless otherwise specified in this Contract and/or addenda.

(c) Additional compensation that may be due to the Assessor as a result of services requested by the Municipality that are beyond the scope of this Contract will be invoiced in the month subsequent to the month in which the services were provided.

3. SIGNATURES:



Mark Brown
President
Associated Appraisal Consultants, Inc.

01/05/2023
Date

Authorized Municipality Signature
City of Neenah – Winnebago County

Date

APPENDIX A
SCOPE OF SERVICE DETAILS

This Appendix A is attached to and incorporated into the Contract for Interim Market Update Assessment Services made by the **City of Neenah, Winnebago County, State of Wisconsin**, a municipal corporation (hereinafter “Municipality”) and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as “Assessor”).

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

I. Assessment Duties of the Assessor:

- 1) The Assessor will generally be responsible for the oversight, review and validation of assessment functions performed by the Municipality. The Assessor shall continue to be the statutory Assessor for the 2023 assessment year and shall ultimately be responsible for the completion and defense of all necessary documents pursuant to and in accord with Chapter 70 of the Wisconsin Statute, as amended from time to time.
- 2) The Assessor shall provide office hours one day per week. Said days shall be mutually agreed upon and shall take place at a location approved by the Municipality.
- 3) The Assessor will generally act in an advisory capacity to Municipality Assessment staff, including providing guidance and training to personnel with respect to assessment information, practices, procedures customarily utilized by the Assessor. Such training shall be accomplished with a reasonable time of need and within the Assessor’s regular office hours during the term of this Contract.
- 4) The Assessor shall be responsible for all listing, valuation, and processing of appeals for all property classified as Commercial under Wisconsin Statutes 70.32(2) and all waterfront property classified as Residential under Wisconsin Statutes 70.32(2).
- 5) The Assessor with support of Municipality staff will recalibrate all CAMA tables for both vacant land and improved taxable real estate and personal property parcels or accounts. Descriptive and inferential statistics will be used to calibrate the CAMA model. New market calibrated depreciation tables will be specified for residential properties as obtained through a sales analysis of the calendar year 2020 through 2022 arm’s-length valid vacant and improved sales in the City of Neenah.
- 6) The Assessor will review as needed any real estate valuation proposals prepared by the Municipality utilizing its CAMA system and standard market modified cost approach techniques and make recommendations as necessary for modification of values.
- 7) The Assessor shall prepare for the Municipality approval, practices, procedures, and an implementation strategy to utilize an income approach for the valuation of commercial class property.

- 8) The Assessor shall review and as necessary modify personal property value recommendations prepared by the Municipality.
- 9) The Assessor shall conduct and process all Open Book reviews and any other reviews as assigned in cooperation with Municipality staff, for all property classified as Commercial under Wisconsin Statutes 70.32(2) and all waterfront property classified as Residential. The Assessor shall assist Municipality staff for all property classified as Residential.
- 10) The Assessor shall defend and/or assist Municipality staff on all assessment roll valuation hearings before the Board of Review. In the event of a subsequent appeal of a Board of Review decision to the Wisconsin Department of Revenue or the Courts, the Assessor shall appear as necessary to continue their defense of any appealed value. Assessor shall be available upon request of the Municipality to furnish testimony in defense of the values determined for up to eight (8) employee hours per parcel. Testimony more than eight (8) employee hours will require an addendum to this Contract.
- 11) The Assessor with support of Municipality staff shall be responsible for the completing and filing of all required reports to the Wisconsin Department of Revenue by the required deadline.
- 12) The Assessor shall provide at its own cost all transportation requisite to perform the responsibilities related to Assessor staff.
- 13) The Assessor shall be available to attend, upon request of the Municipality, Committee and/or Council meetings or other miscellaneous prescribed meetings upon reasonable prior notice. These meetings shall not exceed more than six (6) hours.
- 14) The Assessor shall provide a local telephone number and email address to be used by Municipality personnel to contact the Assessor (assessor) during normal business hours for any matter.
- 15) The assessor shall present a positive, professional image in both conduct and dress while working with Municipality staff and the public.
- 16) The Assessor with support of Municipality staff shall create a timeline for completion of significant events of the project such as the completion of field inspections, sales analysis, and CAMA table updates.

II. Assessment Duties of the Municipality:

- 1) The Municipality generally remains responsible for the administration of the assessment process and the assessment roll.
- 2) The Municipality shall assist the Assessor as needed with the preparation of materials associated with mandatory reporting requirements.
- 3) The Municipality shall respond to normal and customary internal and external requests for assessment information and correspondence.
- 4) The Municipality shall provide personnel assistance to the Assessor in accomplishing assessment related activities.
- 5) The Municipality shall maintain the CAMA database of all real and personal property.
- 6) The Municipality shall conduct residential Open Book sessions in cooperation with the Assessor.
- 7) The Municipality shall assist the Assessor with preparing necessary documentation needed to defend assessment roll valuations before the Board of Review.
- 8) The Municipality shall complete property discovery and valuation activities for both real estate and personal property as required or not previously specified.
- 9) The Municipality shall complete property listing activities for both real and personal property, and preliminary review of requests for property tax exemption.
- 10) The Municipality shall conduct preliminary valuation activities (i.e., sales, building permits, new construction) and report to the Assessor for review, validation and recommendation as needed.
- 11) The Municipality shall, in cooperation with the Assessor, prepare the annual assessment roll and associated notices of assessment change in accordance with Chapter 70 Wisconsin Statutes.
- 12) The Municipality shall facilitate the automation of property records utilizing a computerized system of valuation.
- 13) The Municipality shall provide the Assessor suitable office space and all necessary accessories to perform the functions related to property assessment.
- 14) The Municipality shall assist the Assessor as needed with final parcel valuation reviews during and after the recalibration of CAMA valuation tables to ensure all parcels are assessed at full market value in a fair and equitable manner from the best information available using professionally accepted appraisal practices.

APPENDIX B
2023 INTERIM MARKET REVALUATION TIMELINE

This Appendix B is attached to and incorporated into the Contract for Interim Market Update Assessment Services made by the **City of Neenah, Winnebago County, State of Wisconsin**, a municipal corporation (hereinafter “Municipality”) and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as “Assessor”).

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

Neighborhood and Neighborhood Group Delineation **January/February 2023**

- Review current neighborhood and neighborhood group delineations and revise as needed.

Land Valuation **January thru October 2023**

- Establish new front foot, square foot, lot, buildable and acreage unit prices/tables throughout the City for each delineated neighborhood.
- Review and apply influence factors on existing properties.
- Apply updated land tables in the CAMA system to provide uniform and equitable valuations for all locally taxable classifications.

Cost/Depreciation Analysis & Model Calibration **January thru April 2023**

- Analyze sales and construction costs of new homes to determine a local modifier for existing cost tables or applied to the 2018 Wisconsin Department of Revenue Vol. II cost tables.
- Using sales residual techniques, analyze existing depreciation tables and update as needed.
- Document and adjust tables as needed to local sales information and market conditions.
- Establish new valuation models for both residential and commercial properties.

Estimated Reports submitted to WIDOR **April/May 2023**

- All estimated versions of required WIDOR forms such as the MAR will be submitted.

Residential Final Value Review**April 2023 thru June 2023**

- Once the valuation model is completed, a final “drive-by review” will be conducted using the CAMA system for each parcel and changed to “Reviewed” status.
- Each residential property will have a comparable sales grid created showing three or more recent sales that could be used in the defense of the updated 2023 assessment.

Commercial Final Value Review**January thru June 2023**

- Once the valuation model is completed, a final drive-by review will be conducted for each parcel and changed to “Reviewed” status.
- Each commercial class property will have a comparable sale (showing three or more recent sales if available), cost approach or income grid created that could be used in the defense of the updated 2023 assessment.

Assessment Notices Mailed**June/July 2023**

- Each taxable parcel will receive a notice of assessment change with the 2023 value along with an informational insert letter outlining the open book review period.

Open Book Conferences**July/August 2023**

- An open book period will be provided for all property owners to review, compare, and ask questions about the new valuations.

Board of Review**September/October 2023**

- A Board of Review session(s) will be held for property owners who want to appeal their assessments after the open book process.

Final Reports submitted to WIDOR**October 2023**

- All final versions of required WIDOR forms such as MAR, and SOA will be submitted.



Finance Department
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426
Phone 920-886-6140 • Fax: 920-886-6150
e-mail: akahl@ci.neenah.wi.us
ANDREW KAHL, CPA
Interim Director of Finance

M E M O R A N D U M

DATE: January 6, 2023
TO: Mayor Lang, Chairman Erickson and Members of the Finance & Personnel Committee
FROM: Andrew Kahl, CPA, Interim Director of Finance
RE: Changes to the Fee Schedule

In December 2022 I requested departments review their fees for appropriateness and competitiveness and provide me with any requested changes for Committee and Council review. Resolution 2023-01, attached below, contains the suggested changes. They include one change from DOLAS and several changes from Public Works. Attached below the resolution are memos from each department justifying the proposed fee adjustments. Staff will also be on hand at the 1/9 committee meeting to further discuss.

Please let myself or applicable staff know if you have any questions.



RESOLUTION NO. 2023-01

A RESOLUTION AMENDING THE FEE SCHEDULE OF THE CITY OF NEENAH.

WHEREAS, by Resolution #7185, the Common Council adopted a uniform fee schedule; and,

WHEREAS, administrative responsibilities have increased resulting in the current fee failing to cover the cost;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NEENAH, WISCONSIN this 18th Day of January 2023 that the uniform fee schedule established by Resolution #7185 is amended by adding the highlighted language and removing the stricken language as stated below:

CLERK	FEES	BASIS	CODE/ORD/RES
LICENSES			
Amusement Device	\$40 \$75/machine	Annual – expires 6/30	Code §4-172 Res. No. 2013-37 2023-01
PUBLIC WORKS			
AUTOMATED COLLECTION CART FEES			
Additional Refuse Cart (Residential)	\$185.00 \$205.00 per cart	Annual	Ch 12, Res 2019-06 2023-01
NEW DEVELOPMENT			
Public Storm Water Infrastructure	\$5,000.00 \$9,000.00	Acre	Code §13-7
GARAGE SERVICES (EQUIPMENT ONLY) (MULTIPLY HOURLY RATE X 1-1/2 FOR "NON-CITY" WORK)			
Grader	\$55.00	Hour	EQUIPMENT RATES ON FILE WITH THE PUBLIC WORKS SUPERINTENDENT
Vac-All	\$55.00	Hour	
Street Sweeper	\$70.00	Hour	
Sewer Jet Machine	\$70.00	Hour	
Boom Truck	\$45.00	Hour	
Rubber Tire Roller	\$35.00	Hour	
Front End Loader	\$55.00	Hour	
Flusher	\$35.00	Hour	
Refuse Trucks	\$45.00	Hour	
5-Yard Dump Truck	\$35.00	Hour	

10-Yard-Dump-Truck	\$40.00	Hour
One-Ton-Dump-Truck	\$25.00	Hour
Air-Compressor	\$25.00	Hour
Chipper	\$25.00	Hour
Tractor-with-Mower	\$30.00	Hour
Tractor-or-Jeep-with-Snowplow	\$30.00	Hour
4-Inch-Pump	\$20.00	Hour
Under-4-Inch-Pump	\$15.00	Hour
Flat-Bed-Trailer	\$15.00	Hour
Pickup-Truck	\$15.00	Hour
Chain-Saw	\$12.50	Hour
Loader-with-Blower	\$75.00	Hour
Mower-Weed-Eater	\$10.00	Hour
Bobcat-Loader	\$30.00	Hour
Milling-Machine-and-Bobcat	\$40.00	Hour
Park-Loader-(590)	\$35.00	Hour
Backhoe	\$35.00	Hour
Utility-Gart	\$10.00	Hour

EQUIPMENT RATES ON FILE WITH THE PUBLIC WORKS SUPERINTENDENT

CITY OF NEENAH GARAGE SERVICES (GENERAL) (LABOR & EQUIPMENT)

Residential Dumpster Rental (1 CY)	\$30 \$85	Per Collection
Residential Dumpster Collection (2 CY)	\$50 \$130	Per Collection

STREET / RIGHT OF WAY EXCAVATION PERMIT

	2018	2019	2020	2021	2022		2023	2024	2025	2026	2027	
4" or 6" Sidewalk or Apron (Incl. Colored)	\$11.50	\$12.00	\$12.50	\$13.00	\$13.50	Sq. Ft.	16.00	16.50	17.00	17.50	18.00	Ch. 14, Div II, Res. 2017-33 2023-01
Curb and Gutter	\$58.00	\$60.00	\$62.00	\$64.00	\$66.00	Lin. Ft.	72.50	75.00	77.50	80.00	82.50	Ch. 14, Div II, Res. 2017-33 2023-01
Concrete Pavement - Final Patch	\$16.00	\$16.50	\$17.00	\$17.50	\$18.00	Sq. Ft.	20.00	20.50	21.00	21.50	22.00	Ch. 14, Div II, Res. 2017-33 2023-01
Asphalt Pavement/Oil & Chip - Final Patch	\$12.00	\$12.50	\$13.00	\$13.50	\$14.00	Sq. Ft.	12.00	12.50	13.00	13.50	14.00	Ch. 14, Div II, Res. 2017-33 2023-01
Terrace or Grass Turf Area	\$2.10	\$2.20	\$2.30	\$2.40	\$2.50	Sq. Ft.	2.50	2.60	2.70	2.80	2.90	Ch. 14, Div II, Res. 2017-33 2023-01
	2018-2022	2023-2027										
Street Degradation Base Fee	\$4.00					Sq. Ft.						Ch. 14, Div II, Res. 2017-33 2023-01
Permit Fee	\$200.00					Each						Ch. 14, Div II, Res. 2017-33 2023-01

Recommended by:

CITY OF NEENAH, WISCONSIN

Moved: _____

Jane B. Lang, Mayor

Passed: _____

Charlotte K. Nagel, City Clerk



Dept. of Legal & Administrative Services
Office of the City Clerk
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426
Phone 920-886-6100 • Fax 920-886-6109
e-mail cnagel@ci.neenah.wi.us
CHAR NAGEL, WCMC

MEMORANDUM

DATE: January 5, 2023
TO: Mayor Lang and Members of the Finance & Personnel Committee
FROM: Char Nagel, City Clerk
RE: Res. No. 2023-01 Amending the Fee Schedule for the City of Neenah

Below is a brief explanation for the recommendation to change the annual licensing fee for amusement devices:

- A local business owner approached the Council on June 1, 2022 regarding amusement devices in Class A licensed Neenah establishments paying winnings in exchange for the use of video gaming devices. At the time, the Council tasked the City Attorney to research and report back the legalities of paying out customers for the use of video gaming devices.
- At the next Council Meeting, June 15, 2022, the City Attorney provided a memo regarding video gaming device enforcement. Per the memo, no establishments are allowed to have video gaming devices to payout, it is illegal in the State of Wisconsin unless the establishment is a tribal gaming facility. Per Neenah code, only Class B establishments are allowed to have up to five gaming devices but they cannot give anything of value in exchange for the use of the gaming devices. The Department of Revenue has jurisdiction on enforcement of video gaming devices in Class B establishments. Other establishments, like a gas station for example, can be enforced by the local police department.
- There was discussion with the Police Chief regarding enforcement of video gaming devices. It was determined that, due to staffing and storage concerns, enforcement of video gaming devices is not likely to occur at this time. With this in mind, the consensus of the Council was to look at the amusement device annual licensing fee during the budget process.
- The amusement device annual licensing fee was discussed during the budget process. The overall opinion of the Council was that if licensed establishments are paying out cash for the use of the devices with no enforcement an increase to the annual licensing fee is in order.

- The following fees are being charged by the larger local municipalities:
 - City of Appleton \$15/device up to 15 devices, then a flat fee of \$250
 - City of Oshkosh \$20/device
 - City of Menasha \$10/device
 - Village of Fox Crossing just increased their amusement device permit from \$100/year, \$50/six months to \$150/year, \$75/six months

Everything being considered, staff recommends an annual fee increase to \$75/device. The annual licensing fee is due on or before July 1st.



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: December 8, 2022
TO: Mayor Lang and Members of the Finance & Personnel Committee
FROM: Gerry Kaiser, Director of Public Works
RE: Fee Schedule Changes – Public Works

Below are brief explanations of the changes requested by Public Works to the Fees for Services Schedule.

- 1) Additional Refuse Cart, Increase to \$205/year from \$185/year. The main reason behind the change in the fee is the increase in the tipping fee at the Winnebago County Landfill since the fee was enacted in 2019.
- 2) Public Storm Water Infrastructure, Increase to \$9,000/acre from \$5,000/acre. This fee was last adjusted in 2003. At that point, it was increased from \$3,500 to \$5,000. The proposed charge was calculated by averaging the inflation adjusted cost for public storm water infrastructure installed in new subdivisions since 2006.
- 3) Equipment Rates. I had previously discussed removing these rates from the fee schedule with former Director Easker. We follow the equipment rates used by Winnebago County and supplement those with rates used by WisDOT when the County rates don't have a good match for our equipment description.
- 4) Residential Dumpster Rental. These rates were not previously listed. Prior to 1997, the City provided dumpster collection for commercial properties using 1 CY and 2 CY containers. At that point, we started contracting for this service, a practice that continues to this day. We made that inventory of 1 CY and 2 CY containers available for rent to residential properties. The rental rates have never been adjusted as near as I can tell. We currently charge \$30 for a 1 CY container - which includes drop-off, collection and tipping fees - and \$50 for a 2 CY container. Using the collection time and tipping fees, the rates should be adjusted to \$85 per collection for a 1 CY container and \$130 per collection for a 2 CY container.
- 5) Street/Right of Way Excavation Permit. These charges are adjusted for inflation every four years.



M E M O R A N D U M

DATE: January 9, 2023
TO: Chairman Erickson and Finance Committee Members
FROM: Samantha Jefferson, Office Manager of Community Development
RE: **Weights and Measures Fees (Ord. 2023-02)**

Attached for your review and consideration is a table of proposed fee additions for Weights and Measures services. In 2022, the City of Appleton Health Department began their contract to manage Weights and Measures field services while Community Development staff continued to provide administrative support for the program. The Department will continue with this contract into 2023. To help with efficiency, we are proposing these changes to more closely align our fee schedule with Appleton's. The proposed fee amounts were provided by Appleton and were calculated based on average fees in neighboring communities. All other Weights and Measures fees were reviewed in 2021 and will remain as they are currently.

Fees that are not currently included in the City of Neenah Fee Schedule that would be added are as follows:

Licensable Item Description	Recommended Fee
Scales 1001 – 10,000 lbs	\$60.00 (per unit)
Scales 10,001 lbs+	\$85.00 (per unit)
High Accuracy Scale	\$60.00
Prepack Scale	\$100.00
Person Weighing Scale	\$50.00
Hopper Scales	\$150.00
Vehicle Scales	\$150.00
Rules	\$3.00

Recommendation

Appropriate action at this time is to recommend Council approve Ordinance 2023-02 adding Weights and Measures fees as listed.



RESOLUTION NO. 2023-02

A RESOLUTION AMENDING THE FEE SCHEDULE OF THE CITY OF NEENAH TO PROVIDE FOR ADDITIONAL WEIGHTS AND MEASURES FEES CHARGED BY THE DEPT. OF COMMUNITY DEVELOPMENT

WHEREAS, by Resolution #7185, the Common Council adopted a uniform fee schedule; and,

WHEREAS, administrative responsibilities necessitate additional Weights and Measures fees to cover costs and improve efficiency;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NEENAH, WISCONSIN this 18th Day of January 2023 that the uniform fee schedule established by Resolution #7185 is amended by adding the language as stated below:

COMMUNITY DEVELOPMENT WEIGHTS AND MEASURES				
Scales 1,001 to 10,000 lbs.	\$60 (per unit)	Annual	§ 98.04	Sec. 4-30
Scales 10,001 lbs.+	\$85 (per unit)	Annual	§ 98.04	Sec. 4-30
High Accuracy Scale	\$60	Annual	§ 98.04	Sec. 4-30
Prepack Scale	\$100	Annual	§ 98.04	Sec. 4-30
Person Weighing Scale	\$50	Annual	§ 98.04	Sec. 4-30
Hopper Scales	\$150	Annual	§ 98.04	Sec. 4-30
Vehicle Scales	\$150	Annual	§ 98.04	Sec. 4-30
Rules	\$3	Annual	§ 98.04	Sec. 4-30

Recommended by:

CITY OF NEENAH, WISCONSIN

Moved: _____

Jane B. Lang, Mayor

Passed: _____

Charlotte K. Nagel, City Clerk

**Minutes of the Board of Public Works Meeting
Tuesday, January 10, 2023 at 10:00 a.m.**

MEMBERS PRESENT: Mayor Lang, Director of Public Works Kaiser, Deputy Director of Finance Kahl, Director of Community Development & Assessment Haese, City Attorney Rashid and Alderpersons Lendrum and Hillstrom.

ALSO PRESENT: City Clerk Nagel.

CALL TO ORDER: Mayor Lang called the meeting to order at 10:06 a.m.

I. Approval of the minutes of the December 16, 2022 meeting. (Minutes can be found on the City web site)

MSC Hillstrom/Kaiser to approve the meeting minutes as written, all voting aye.

II. Appearances.
None.

III. Unfinished Business.
None.

IV. New Business.

A. Water Utility

1. Change Order No. 2 for Contract 11B-22 Water Service Replacement Hunt Avenue, Madison Street, and Nicolet Boulevard from Carl Bowers & Sons Construction Company in the amount of \$11,235.00.

MSC by Haese/Hillstrom to approve Change Order No. 2 for Contract 11B-22 from Carl Bowers & Sons Construction Company in the amount of \$11,235.00, all voting aye.

Discussion: Director Mach advised this was for relocation of utilities on corner lots. The relocation was done in order to co-locate both water and sewer on the same side of the corner lot for better service to the property and easier access to the system.

2. Pay Request No. 1 for Contract 11B-22 Water Service Replacement Hunt Avenue, Madison Street, and Nicolet Boulevard for the amount of \$321,277.12 to Bowers & Sons Construction, Kaukauna, WI.

MSC by Lendrum/Kaiser to approve Pay Request No. 1 for Contract 11B-22 in the amount of \$321,277.12 to Bowers & Sons Construction, all voting aye.

Discussion: Director Mach advised the project is close to being completed.

B. Park & Recreation

1. Pay Request No. 1, Arrowhead Park Phase 1B – Pier contract from Lunda Construction Company, Black River Falls, WI in the amount of \$170,725.74 material purchased to complete pier.

MSC Lendrum/Kaiser to approve Pay Request No. 1, Arrowhead Park Phase 1B – Pier contract from Lunda Construction Company, Black River Falls, WI in the amount of \$170,725.74 material purchased to complete pier, all voting aye.

Info. Only

Info. Only

Info. Only

Discussion: Director Kading advised the pay request is for the materials to be purchased and stored by Lunda Construction. The project itself was put on hold pending the final location decision.

IV. Any announcements/questions for the Board.
A. None.

V. Adjournment.
MSC Hillstrom/Kaiser to adjourn, all voting aye. Meeting adjourned at 10:12 a.m.

Respectfully Submitted,



Charlotte Nagel
City Clerk

Change Order No: 2

Contract: 11B-22

Project: Water Service Replacement Hunt Avenue, Madison Street & Nicolet Boulevard

Contractor: Carl Bowers & Sons Construction Co
N1844 Maloney Road
Kaukauna WI 54130

Current Contract: \$525,150.00

Change Ordered Herewith:	Account Number	
1. Relaying Utility side service		\$11,235.00
2.		
3.		
4.		
5.		
TOTAL		\$11,235.00

Reason for Change:

1. Better to relocate Utility side than relocate private side

2. _____

3. _____

4. _____


5. _____

<u>Contract Amount</u>		<u>Contract Time (Calendar Days)</u>	
Original:	<u>\$525,150.00</u>	Original:	<u>12/30/2022</u>
Previous C.O.'s (+/-):	<u>\$11,235.00</u>	Previous C.O.'s (+/-):	_____
This C.O. (+/-):	_____	This C.O. (+/-):	_____
Revised:	<u>\$536,385.00</u>	Revised:	<u>4/30/2022</u>

This document shall become an amendment to the contract and all stipulations and covenants of the contract shall apply hereto.

Contractor: _____ Date: _____

Department: _____ Date: _____

Water Department Tim Jones Date: 12/21/2022 

(If applicable) _____

Board of PW: _____ Date: _____



INVOICE

Carl Bowers & Sons Construction

Date: 12/5/2022
INVOICE # 103

From: Carl Bowers and Sons Construction
1844 Maloney Road
Kaukauna, WI, 54130
Phone: (920) 766-2629
Email: carlbowersconstruction@newbc.rr.com

To

City of Neenah

Extras on city project B-22

Description	Line Total
1101 Nicolet Boulevard	
Labor	\$500.00
Equipment	\$1,500.00
Material	\$1,360.00
819 Nicolet Boulevard	
Labor	\$250.00
Equipment	\$675.00
Material	\$1,020.00
401 Nicolet Boulevard	
Labor	\$375.00
Equipment	\$1,350.00
Material	\$1,240.00
317 Nicolet Boulevard	
Labor-water	\$375.00
Equipment-water	\$1,200.00
Material-water	\$1,120.00
Sanitary Sewer	\$7,300.00
Total	\$18,535.00

DEPARTMENT	Water
EXT. BY	[Signature]
APPR. BY	[Signature]
DATE	12/8/2022
DISTRIBUTION	
ACCT. NO.	AMOUNT
400-1000-207-0492	\$ 11,235.00
DESCRIPTION	MISC. SERVICE - Water

public works ??

pd 12/15

PW
Sending
their portion
for payment
Separate

cks payable to From: Carl Bowers and Sons Construction

Thank you for your business!



INVOICE

Carl Bowers & Sons Construction

Date: 12/5/2022
INVOICE # 100

To

City of Neenah

City Project B-22

Description	Unit of Measurement	Quantity	Unit Price	Line Total
Furnish & Install Service from ROW to House	Linear Feet	2,895	\$54.00	\$156,330.00
Furnish and Install 1.25 Inch Service Brass set	Each	63	\$1,000.00	\$63,000.00
Furnish and Install Cathodic Protection to Water Service	Each	63	\$500.00	\$31,500.00
Water Service Connection to Structure Including Concrete Repair and Regrounding	Each	63	\$1,850.00	\$116,550.00
Water Service Extra Hole (Curb Stop Connection)	Each	14	\$600.00	\$8,400.00
Furnish Install and Maintain Traffic Control	Lump Sum	1	\$3,100	\$3,100.00
Furnish, Install and Maintain Inlet Protection	Each	24	\$100.00	\$2,400.00
			Total	\$381,280.00 \$ 318,280

Make all checks payable to Company Name

Thank you for your business!

Company Name 1844 Maloney Road, Kaukauna, WI, 54130 Phone: (920) 766-2629 Email
carlbowersconstruction@newbc.rr.com



*Department of
Parks & Recreation*

TO: Mayor Lang and members of the Board of Public Works
FROM: Michael T. Kading, Director of Parks & Recreation *mk*
DATE: January 5, 2022
RE: Arrowhead Park Phase 1B - Pier Pay Request #1 Lunda Construction

Attached you will find Pay Request #1 from Lunda Construction, Black River Falls, WI in the amount of \$170,725.74 for material purchased to complete the pier.

Construction Status:

- Helical piling has been purchased.

Recommended Action: A motion to approve Pay Request #1 from Lunda Construction Company, Black River Falls, WI in the amount of \$170,725.74 material purchased to complete the pier.

If you have any questions, please contact me.

Creating Community Through People, Parks & Programs

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

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

LUNDA CONSTRUCTION

620 Gebhardt Road
PO Box 669
Black River Falls, WI 54615
Ph: (715) 284-9491
www.lundaconstruction.com

INVOICE

Customer Acct. No. 561872
Sold To: CITY OF NEENAH
211 WALNUT STREET
NEENAH WI 54956-3026

Application Date: 12/31/2022
Invoice No. 16045900-01
Terms: Net 20 Days
Subcontract # NEENA 159067 14.00
Lunda Job No. 16045900

Attn: Trevor Frank
Project Engineer
E-Mail: tfrank@sehinc.com

RE: Arrowhead Park Pier - Pier Construction

Contract Billing Summary			
Work Performed thru	12/31/2022	\$	170,725.74
Amount Due This Invoice		\$	<u>170,725.74</u>

Miscellaneous Summary

Description	Amount
Job # 16045900 Progress Payment Request 16045900-01	
1 Partial Payment (MOH1 - Helical)	\$ 170,725.74

INVOICE TOTAL \$ 170,725.74

THANK YOU

Payment Terms: Due Net 20 Days after Invoice Date

STATUS OF COUNCIL DIRECTIVES ISSUED DECEMBER 7, 2022

Date: January 18, 2023

Date of Directive: December 7, 2022

Item: Directing staff to research and then present to Council opportunities to attract a convenience store/gas station on Doty Island.

Requesting Party: Ald. Erickson

Status: pending