



**City of Neenah**  
**COMMON COUNCIL AGENDA**  
**Wednesday, January 19, 2022 - 7:00 p.m.**  
**Neenah City Hall – 211 Walnut Street**  
**Council Chambers**  
**Hybrid Virtual / In Person Meeting**

**Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting will occur both virtually and in person in Council Chambers at City Hall. The virtual meeting can be accessed by the below link or conference call. Committee members and the public should use the following information:**

Link: <https://global.gotomeeting.com/join/919118725> OR

Conference Telephone Number (AUDIO ONLY): +1 (872) 240-3212  
Access Code: 919-118-725

- **Members of the public who join the meeting will be asked for their name and address and whether they wish to speak during the Public Forum.**
- **The web link or conference call-in number may be accessed from any location.**

I. Roll Call and Pledge of Allegiance

II. Recognition of Retirees

1. Amy Books, Library Technical Services, 43 years of service.
2. Lisa Moede, Police Department Records Coordinator, nearly 30 years of service.
3. Peter Anderson, Neenah-Menasha Fire Rescue Shift Commander, 27 years of service.

III. Introduction and Confirmation of Mayor's Appointment(s)

1. Mayor Kaufert's appointment of Merrie Schmaberger to fill the expired term of Amy Kester on the Sustainable Neenah Committee three-year term ending December 2024. (Motion to confirm) **(UC)**

IV. Approval of Council Proceedings

- A. Approval of the Council Proceedings of December 15, 2021 regular session. **(UC)**

V. Public Hearings

- A. Consider Ordinance 2022-01 ThedaCare Medical Center Community Health District Master Plan amendment #1-22 and Project Plan Approval #1-22.

VI. Plan Commission report pertaining to the Public Hearings

- A. Plan Commission meeting of January 11, 2022: (Ald. Lang) (Minutes can be found on the City web site)
  - 1. Commission recommends Council approve Ordinance 2022-01 for the ThedaCare Medical Center Community Health District Master Plan Amendment #1-22 and a Project Plan Approval #1-22. **(RollCall-Pro)**
  
- VII. Public Forum
  - A. Speakers should give their name and residential address (not mailing address) and are allowed five minutes to speak on any topic.
  
- VIII. Mayor/Council consideration of public forum issues
  
- IX. Consent Agenda
  - A. Approve the Street Use Permit for the Kids Triathlon, sponsored by City of Neenah Parks & Recreation Department, Neenah WI, to be held on August 6, 2022. **(PSSC)**
  - B. **(UC)**
  
- X. Reports of standing committees
  - A. Regular Public Services and Safety Committee meeting of January 11, 2022: (Chairperson Bates/Vice Chairperson Lang) (Minutes can be found on the City web site)
    - 1. Committee recommends Council approve the 2022-2026 Comprehensive Outdoor Recreation Plan. **(RollCall-Pro)**
    - 2. Committee recommends Council approve the agreement with Parkitecture and Planning to complete the Construction Administration Services for Shattuck Park Redevelopment project in an amount not to exceed \$15,000.00. **(RollCall-Pro)**
    - 3. Committee recommends Council approve the agreement with Parkitecture and Planning for the Design and Engineering Phase I at Kimberly Point in an amount not to exceed \$16,140.00. **(RollCall-Pro)**
    - 4. Committee recommends Council approve the agreement with the University of Wisconsin Milwaukee to complete the Archaeological Services for Step 1 and 2 for Kimberly Point Phase I in the amount not to exceed \$3,200.00. **(RollCall-Pro)**
    - 5. Committee recommends Council approve the Police Department purchase of the DJI Mavic 2 Enterprise Advance public safety bundle from the Title Town Drones in an amount of \$7,179.00 using Capital Equipment and Preparedness Grant Funds. **(RollCall-Pro)**
    - 6. Committee recommends Council approve the Police Department purchase the Cellebrite System at a cost of \$16,925.00 using 2022 Capital Improvement Program funds. **(RollCall-Pro)**
  - B. Special Finance and Personnel Committee meeting of January 19, 2022:

1. Consideration of Committee recommendation regarding Resolution 2022-03 Authorizing the Issuance and Sale of \$16,230,000 General Obligation Promissory Notes, Series 2022A. **(RollCall-Pro)**
  2. Consideration of Committee recommendation regarding Resolution 2022-04 Authorizing the Issuance and Sale of \$10,170,000 Taxable General Obligation Refunding Bonds, Series 2022B. **(RollCall-Pro)**
  - C. Regular Finance and Personnel Committee meeting of January 10, 2022: (Chairperson Erickson/Vice Chairperson Boyette) (Minutes can be found on the City web site)
    1. Committee recommends Council's authorization to enter into an agreement with One Source Technologies to provide IP cameras, licensing, cabling materials and labor for an implementation along Wisconsin Avenue at a cost not to exceed \$16,500 with the funding source being Smart Cities funds approved in Information Systems 2020 Capital Equipment Budget. **(RollCall-Pro)**
    2. Committee recommends Council approve the 2022 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing. **(RollCall-Pro)**
    3. Committee recommends Council approve Resolution 2022-02 Authorized Representatives to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund. **(RollCall-Pro)**
    4. Committee recommends Council approve the Tentative Agreement with the Neenah Professional Police Association for contract terms from January 1, 2022 to December 31, 2025 and authorize preparation and execution of amended contracts reflecting the changes outlined in the Tentative Agreement between the City and Union. **(RollCall-Pro)**
- XI. Reports of special committees and liaisons and various special projects committees
- A. Regular Plan Commission meeting of January 11, 2022: (Council Rep Lang) (Minutes can be found on the City web site) - **No report.**
  - B. Board of Public Works meeting of December 21, 2021: (Vice Chairperson Hillstrom) (Minutes can be found on the City web site)
    1. Information Only Items:
      - a) The Board approved Pay Estimate No. 2, Contract 7-21, Harrison Street Stormwater Pond, MCC. Inc., Appleton WI in the amount of \$285,630.97.
    2. Council Action Items:
      - a) The Board recommends Council award Contract to Janke General Contractors, Athens, WI in the amount of \$319,326 (base) and \$132,759 (alternative) for a total cost of \$452,085 for Shattuck Park Fountain and Concrete Reconstruction Project. **(RollCall-Pro)**
  - C. Community Development Authority
    1. Report from the CDA – Director Haese
  - 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 Lang
  - G. Sustainable Neenah Committee
    - 1. Report from the Sustainable Neenah Committee – Alderperson Borchardt
  - H. Reports on neighborhood groups.
    - 1. Business Improvement District Board (BID Board) – Alderperson Lang
  - I. Bergstrom Mahler Museum
    - 1. Report from the Bergstrom Mahler Museum – Alderperson Erickson
  - J. Park Commission
    - 1. Report from the Park Commission – Alderperson Borchardt
- XII. Presentation of petitions
- A. Any other petition received by the City Clerk’s Office after distribution of the agenda.
    - 1. Annexation No. 225 - Part of Lot 2 of CSM 5779 as recorded in Volume 1 of CSMs as Document No. 1368620 Woodenshoe Road, Town of Vinland.
    - 2. Annexation No. 226 - Lot 2 of CSM No. 4426 as recorded in Document No. 1081788 CTH G, Town of Neenah.
- XIII. Council Directives
- XIV. Unfinished Business
- XV. New Business
- A. Any announcements/questions that may legally come before the Council.
- XVI. 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) 886-6106 or e-mail [attorney@ci.Neenah.wi.us](mailto:attorney@ci.Neenah.wi.us)** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

City of Neenah  
Application For Appointment



Name Merrie Schamberger  
Address [REDACTED]  
City, ST Zip Neenah, WI 54956

Date 1/4/2022

Employer U.S. Dept. of Agriculture

Eve. Phone [REDACTED]  
E-mail [REDACTED]

Day Phone [REDACTED]  
Fax [REDACTED]

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

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

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

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

Currently I am working as the District Conservationist for the Natural Resources Conservation Service, a department under USDA. I work with farmers and private landowners to solve their conservation needs. At my own home I have a natural landscaped front yard to encourage native pollinators. We compost our kitchen waste to use in our gardens. I'd like to encourage other residents ->

Please Sign and Date: Merrie Schamberger 1/4/2022

Please return to the Neenah City Clerk's Office

- to either compost on their own or look into the city collecting kitchen waste + composting it on a larger scale. That could be sold to gardeners and farmers for soil amending. I'd also like to encourage people to stop using unnecessary lawn chemicals which add to the blue-green algae problem in our waterways.

**Proceedings of the Neenah Common Council**  
**Wednesday, December 15, 2021—7:00pm**

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00pm, December 15, 2021, in the Council Chambers of Neenah City Hall. This was a hybrid in-person/virtual meeting.

Mayor Kaufert was the chair.

Present In-Person: Alderpersons Boyette, Hillstrom, Lendrum, Borchardt, Lang, Skyrms, Erickson, and Stevenson, Director of Finance Easker, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, and City Clerk Nagel.

Present Virtually: Alderperson Bates and City Atty. Westbrook

Also Present: Bradley Viegut, Baird Financial Services, Kelly Bhrman Mayoral Candidate, Daniel Steiner District 2 Aldermanic Candidate, Ed Hudak Winnebago County Republican Party Chairman, Kay Hudak, and Dewight Kerr.

Mayor Kaufert called the meeting to order at 7:02pm

I. **Roll Call and Pledge of Allegiance.**

The Clerk called a voice roll call, followed by the Pledge of Allegiance lead by Council President Stevenson.

II. **Introduction and Confirmation of Mayor's Appointments.**

A. Appoint Patricia Goodman, Mary Jo Nackers, Susan Antonneau, and Joshua Kutney to the Committee on Aging. (Motion to confirm) **(UC)**

Mayor Kaufert explained that Patricia Goodman and Mary Jo Nackers are new appointments and Susan Antonneau and Joshua Kutney are re-appointments.

**MS Stevenson/Borchardt to confirm the appointments of the Committee of Aging. Motion approved by unanimous consent.**

III. **Approval of Council Proceedings**

A. Approval of the Council Proceedings of December 1, 2021 regular session.

**MS Lendrum/Erickson to approve the Council Proceedings as written. Motion was approved by unanimous consent.**

IV. **Consent Agenda**

A. Approve Temporary Class "B" Picnic License Application for the sale of fermented malt beverages for Art After Dark, Bergstrom Mahler Museum of Glass, 165 N Park Drive, to be held on December 16, 2021 from 5:00 PM to 8:00 PM. **(PSSC)**

B. Approve the renewal of the Secondhand Dealer Application for J. Anthony Jewelers, 220 S. Commercial Street for 2022 licensing year. **(PSSC)**

- C. Approve the renewal of the Secondhand Dealer Application for Blind Tiger Games, 675 S Green Bay Road for the 2022 licensing year. **(PSSC)**
- D. Approve the Secondhand Dealer Application for ecoATM, LLC, 1530 S. Commercial Street (Kroger #124), 828 Fox Point Plaza (Kroger #412), and 1115 W. Winneconne Avenue (Walmart) for the 2022 licensing year. **(PSSC)**

**MSCRP Stevenson/Skyrms to approve the Consent Agenda as presented, the motion was approved by unanimous consent.**

V. **Reports of standing committees**

- A. Regular Public Services and Safety Committee meeting of December 7, 2021: (Chairperson Bates/Vice Chairperson Lang) (Minutes can be found on the City web site)
  - 1. Committee recommends Council approve Preliminary Resolution 2022-01: Sanitary Sewer Lateral Construction on S. Commercial Street, Dieckhoff Street and Grove Street.  
**MSCRP Bates/Stevenson to approve Preliminary Resolution 2022-01: Sanitary Sewer Lateral Construction on S. Commercial Street, Dieckhoff Street and Grove Street, all voting aye.**
  - 2. Committee recommends Council approve the purchase of a 31-CY New Way Sidewinder Automated Collection Truck from Envirotech Equipment, Lannon WI, in the amount of \$288,721.00.  
**MSCRP Bates/Hillstrom to approve the purchase of a 31-CY New Way Sidewinder Automated Collection (aka garbage/recycling truck) Truck from Envirotech Equipment, Lannon WI, in the amount of \$288,721.00, all voting aye.**
  - 3. Committee recommends Council approve the Cities of Appleton and Neenah Memorandum of Agreement for Weights and Measures Services.  
**MSCRP by Erickson/Stevenson to approve the Cities of Appleton and Neenah Memorandum of Agreement for Weights and Measures Services, all voting aye.**

VI. **Reports of special committees and liaisons and various special projects committees**

None.

VII. **Presentation of petitions**

None.

VIII. **New Business**

A. Mayor Kaufert's nominations to the City of Neenah 2022-23 Elections Board.  
(Motion to confirm).

**MSCRCP Bates/Stevenson to confirm Mayor Kaufert's nominations to the City of Neenah 2022-23 Elections Board.**

**AMENDED MOTION by Bates/Stevenson (friendly second) to remove (not appoint) those with the single asterisk from the list and to allow those with second and third asterisks to affiliate with the party indicated to staff, all voting aye.**

**MOTION RESTATED BY CLERK NAGEL: MSCRP Bates/Stevenson to confirm Mayor Kaufert's nominations to the City of Neenah 2022-23 Elections Board by removing the names of the single asterisk nominees who indicated they did not want to be election inspectors and to honor the affiliation wishes of both the double and triple asterisk nominees, all voting aye.**

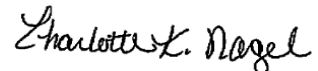
B. Approve Resolution 2021-22 Adjusting the 2021 Levy Pursuant to Wis. Stats. §66.0602(3)(f).

**MSCP Stevenson/Skyrms to approve Resolution 2021-22, all voting aye.**

IX. **Adjournment**

**MS Boyette/Hillstrom to adjourn. With no objections, the motion was approved by unanimous consent. Meeting adjourned at 8:35pm.**

Respectfully submitted,



Charlotte K. Nagel  
City Clerk

**Common Council Minutes**  
**Wednesday, December 15, 2021—7:00pm**

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00pm, December 15, 2021, in the Council Chambers of Neenah City Hall. This was a hybrid in-person/virtual meeting.

Mayor Kaufert was the chair.

Present In-Person: Alderpersons Boyette, Hillstrom, Lendrum, Borchardt, Lang, Stryms, Erickson, and Stevenson, Director of Finance Easker, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, and City Clerk Nagel.

Present Virtually: Alderperson Bates and City Atty. Westbrook

Also Present: Bradley Viegut, Baird Financial Services, Kelly Behrmann Mayoral Candidate, Daniel Steiner District 2 Aldermanic Candidate, Ed Hudak Winnebago County Republican Party Chairman, Kay Hudak, and Dewight Kerr.

Mayor Kaufert called the meeting to order at 7:02pm

- I. The Clerk called roll call, followed by the Pledge of Allegiance led by the Council President Stevenson.
- II. Introduction and Confirmation of Mayor's Appointments.
  - A. Appoint Patricia Goodman, Mary Jo Nackers, Susan Antonneau, and Joshua Kutney to the Committee on Aging. (Motion to confirm)  
Mayor Kaufert explained that Patricia Goodman and Mary Jo Nackers are new appointments and Susan Antonneau and Joshua Kutney are re-appointments.  
**MS Stevenson/Borchardt to confirm the appointments of the Committee of Aging. Motion approved by unanimous consent.**
- III. Approval of Council Proceedings
  - A. Approval of the Council Proceedings of December 1, 2021 regular session.  
**MS Lendrum/Erickson to approve the Council Proceedings as written. Motion was approved by unanimous consent.**
- IV. Public Forum
  - A. Ed Hudak, 1207 Skyview Drive.  
Mr. Hudak is speaking as the Chairman of the Republican Party of Winnebago County. Mr. Hudak spoke on the appointment of Republican Election Inspector Nominee List submitted to the Clerk. Mr. Hudak advised that the Clerk's Office was contacting the nominees on the list asking them questions about working the polls. Mr. Hudak advised of an e-mail he received from the Clerk indicating that 17 nominees have changed their mind about working the polls or claim to have never been contacted by the Republican Office. Mr. Hudak stated that the Clerk is recommending that

those nominees not be appointed as election Inspectors. Mr. Hudak would like the Council to appoint all 56 nominees on the list and if any nominee would rather not work the elections, they would simply not take the oath of office. By not taking the oath of office, those nominees would not become election inspectors.

Mr. Hudak thanked the Council for their service.

- B. Dewart Kerr, 434 High Street  
Spoke on the Loop the Lake Trail that runs by his house. There are issues with trail users are leaving dog droppings on the front yards of bordering properties as well as allowing dogs on long leashes to go up the front doors. Some incidents were captured on personal trail cameras that have been forwarded to the Council. Incidents are occurring on both W. North Water Street and on High Street.

Mr. Kerr also thanked Mayor Kaufert for his years of service to the city as well as the remainder of the Council.

After additional calls for comments there were no appearances and Mayor Kaufert declared Public Forum closed at 7:11pm.

- V. Mayor/Council consideration of public forum issues
  - A. Mayor Kaufert advised that he received Mr. Kerr's trail-cam pictures and has passed them along to the Chief of Police for additional patrol of the trail.
  - B. Alderperson Boyette – Asked the Clerk if taking or not taking the oath would solve the issue of appointing election inspector nominees. Clerk Nagel answered that an oath of office is required to be an election inspector and that the Council has the authority to appointment. The Clerk is to bring forth the information to the Council who ultimately makes the appointments.
  - C. Council allowed Mr. Hudak to respond to Alderperson Boyette's question. Mr. Hudak understands that election inspectors must take the oath at which time they become election inspectors. If the oath is not taken, then they are not election inspectors.
  - D. Alderperson Bates – Asked if there could be a picture display of "Bad dog/Bad owner....please pick up dog waste" at the entrance to the city from the Loop the Lake Trail near Mr. Kerr's property.
  - E. Mayor Kaufert – Is conferring with staff to install some signs up along the trail to remind dog owners to pick up their dog waste.
- VI. Consent Agenda
  - A. Approve Temporary Class "B" Picnic License Application for the sale of fermented malt beverages for Art After Dark, Bergstrom Mahler Museum of

Glass, 165 N Park Drive, to be held on December 16, 2021 from 5:00 PM to 8:00 PM. **(PSSC)**

- B. Approve the renewal of the Secondhand Dealer Application for J. Anthony Jewelers, 220 S. Commercial Street for 2022 licensing year. **(PSSC)**
- C. Approve the renewal of the Secondhand Dealer Application for Blind Tiger Games, 675 S Green Bay Road for the 2022 licensing year. **(PSSC)**
- D. Approve the Secondhand Dealer Application for ecoATM, LLC, 1530 S. Commercial Street (Kroger #124), 828 Fox Point Plaza (Kroger #412), and 1115 W. Winneconne Avenue (Walmart) for the 2022 licensing year. **(PSSC)**

**MSCRП Stevenson/Skyrms to approve the Consent Agenda as presented, the motion was approved by unanimous consent.**

VII. Reports of standing committees

A. Regular Public Services and Safety Committee meeting of December 7, 2021: (Chairperson Bates/Vice Chairperson Lang) (Minutes can be found on the City web site)

- 1. Committee recommends Council approve Preliminary Resolution 2022-01: Sanitary Sewer Lateral Construction on S. Commercial Street, Dieckhoff Street and Grove Street.

**MSCRП Bates/Stevenson to approve Preliminary Resolution 2022-01: Sanitary Sewer Lateral Construction on S. Commercial Street, Dieckhoff Street and Grove Street, all voting aye.**

- 2. Committee recommends Council approve the purchase of a 31-CY New Way Sidewinder Automated Collection Truck from Envirotech Equipment, Lannon WI, in the amount of \$288,721.00.

**MSCRП Bates/Hillstrom to approve the purchase of a 31-CY New Way Sidewinder Automated Collection (aka garbage/recycling truck) Truck from Envirotech Equipment, Lannon WI, in the amount of \$288,721.00, all voting aye.**

Discussion: Director of Public Works Kaiser advised there was about a 13% increase in price of truck since the last one purchased in 2018.

Stevenson noted that the truck is going to be paid for through the 2022 CIP Budget, page 333, budgeted amount of \$300,000.

Boyette inquired about the replacement cycle of these trucks, which is about 8-10 years.

B. Regular Finance and Personnel Committee meeting of December 6, 2021:  
(Chairperson Erickson/Vice Chairperson Boyette) (Minutes can be found on  
the City web site)

1. Committee recommends Council approve Resolution No. 2021-20  
Providing for the Sale of Approximately \$16,230,000 General  
Obligation Promissory Notes.  
**MSCRP Erickson/Boyette to approve Resolution No. 2021-20  
Providing for the Sale of Approximately \$16,230,000 General  
Obligation Promissory Notes, all voting aye.**

Discussion: Bradley Viegut with Baird Financial Services explained that this resolution is to fund the city's Capital Improvement Program (CIP). The CIP supports levy improvement projects, Tax Increment Financing projects, sewer and storm water projects. Debt from 2012 is also being refinanced to save on interest rates. These loans will be repaid over a ten year period with an estimated interest rate of 1.96%. By combining the refinancing with borrowing money, it saves the city \$70,000, and brings the cost per dollar borrowed down which is attractive to the city.

2. Committee recommends Council approve Resolution 2021-21  
Providing for the Refunding of the Community Development Lease  
Revenue Refunding Bonds, Series 2013.  
**MSCRP Erickson/Skyrms to approve Resolution 2021-21  
Providing for the Refunding of the Community Development  
Lease Revenue Refunding Bonds, Series 2013, all voting aye.**

Discussion: Bradley Viegut with Baird Financial Services explained the resolution is refinancing money borrowed for TIF #8. Two avenues of refinancing were considered, General Obligation Bonds and Lease Revenue Bonds. It was determined that General Obligation Bonds are going to generate a larger savings due to a lower issuance cost and a lower interest rate than Lease Revenue Bonds. The savings available with the issuance of GO Bonds is nearly \$380,000. The repayment time of the bonds is not extended, the annual payment made will be of a lower amount.

Mr. Viegut confirmed the cost of issuance for the refunding bonds is approximately \$150,000 and the cost of issuance for the General Obligation Bonds is approximately \$190,000. The saving estimates are of net savings; therefore the total overall net savings for the 2013 Series bonds and General Promissory Notes above is approximately \$450,000.

Lendrum wanted to make it clear that the term refunding in the documents really mean refinancing. This is for the benefit of the layperson reading the documents to understand that this is really refinancing debt.

3. Committee recommends Council approve the Cities of Appleton and Neenah Memorandum of Agreement for Weights and Measures Services.

**MSCRIP by Erickson/Stevenson to approve the Cities of Appleton and Neenah Memorandum of Agreement for Weights and Measures Services, all voting aye.**

Discussion: Director Haese explained that when the City of Neenah combined their Health Department with Winnebago County Health Department, weights and measures came to the Department of Community Development. State statute requires the city to provide weights and measures services. Historically, this was a part-time position. Over time, the weights and measures position was combined with the Code Enforcement position. Recently the Code Enforcement position was moved to the Police Department. Studies were completed regarding hiring a part-time employee vs contracting with another municipality. Taking into consideration the time to hire, the time to manage, and the time to train of a part-time employee versus contracting for these services, it was determined to be more cost effective to contract with the City of Appleton for weights and measures services. The City of Appleton has the staff and the equipment to fully provide these services. The City of Appleton contracts with many municipalities to provide weights and measures services.

Aldersperson Stevenson commented that over the years with the shifting of the weights and measures responsibilities to different departments, this is the best option to assure these services are being provided. Over the course of the next couple of years, data for these services should to be tracked and analyzed both on the private sector and the government sector to make sure this is the most efficient option to provide these services. Aldersperson Stevenson commends Director Haese for bringing this solution forward as it is currently the best option.

Aldersperson Bates inquired on vehicles tied to this position. Director Haese advised that the vehicles used in the past were Public Works trucks so that gasoline fumes weren't carried inside in the cabin of a car. There was a trailer that was acquired which the trailer is still part

of the Public Works vehicle fleet. The City of Appleton uses a fuel truck to test multiple pumps at one time.

- VIII. Reports of special committees and liaisons and various special projects committees
- A. Regular Plan Commission meeting of December 7, 2021: (Council Rep Lang) (Minutes can be found on the City web site)
1. Alderperson Lang advised that the Plan Commission approved four site plans at their last meeting. One of those site plans was for the vacant land on W. Winneconne and Tullar Road.
- B. Community Development Authority
1. Report from the CDA – Director Haese
    - a. There is no report.
- C. Library Board
1. Report from the Library Board – Alderperson Erickson
    - a. Board of Trustees met today, December 15, 2021 at 4:00pm.
    - b. Neenah’s Immigration Stories in coordination with the Neenah Historical Society will be held Thursday, January 20, 2022 at 7:00pm at the Library.
    - c. Speed Puzzling Tournament, registration opens January 1, 2022 with the event taking place Friday, February 25, 2022 from 5:30-7:00pm. Teams are assigned a new unopened 1000 piece puzzle and have 150 minutes to finish the puzzle.
    - d. Take homemade craft kits with all the material needed to make a homemade craft project are available at the Resource Desk. Reservations are appreciated.
    - e. Visit the Library website for additional activities and to checkout books.
- D. Neenah Arts Council
1. Report from the Neenah Arts Council – Alderperson Erickson
    - a. Neenah Arts Council participated in A Very Neenah Christmas Event. There were family art projects and it was a highly successful event.
    - b. Neenah Arts Council and Neenah Library are joining together for the first ever Neenah Photo Contest. Rules are available on the Library’s website and photos can be submitted there as well.
- IX. Presentation of petitions
- A. Any other petition received by the City Clerk’s Office after distribution of the agenda. **None.**
- X. Council Directives
- XI. Unfinished Business

- A. Alderperson Stevenson recognized and thanked Local 275, Neenah-Menasha Fire Rescue Group, for the wonderful Santa Float again this year for the Cities of Menasha and Neenah. The number of comments received this year was overwhelming. The Local 275 puts on this program with zero cost to the taxpayers. Alderperson Stevenson also thanked the sponsors who donated to the program, specifically Levenhagen Oil Company for donating all the fuel for the trailer and the lead vehicle. Santa received many monetary donations as he made his way through the cities; it was important to residents to have and participate with this program. Thank you to everyone who participated, sponsored or donated to the Santa Float Program.
- B. Alderperson Skyrms asked for an update on the downtown parking structure. Director Haese advised that there are conceptual plans being reviewed to see how the structure lays out on the property and to see if there are any conflicts that may add costs the project; i.e. utilities, potential relocation costs, etc. Director Haese hopes to have a more comprehensive package together in the early part of next year.

XII. New Business

- A. Any announcements/questions that may legally come before the Council.  
Moved to after Item C.
- B. Mayor Kaufert's nominations to the City of Neenah 2022-23 Elections Board.  
(Motion to confirm).  
**MSCRIP Bates/Stevenson to confirm Mayor Kaufert's nominations to the City of Neenah 2022-23 Elections Board.**

Discussion:

Alderperson Lendrum asked City Atty. Westbrook if the nominations needed to go before committee prior to Council action. Atty. Westbrook advised historically the nominees have not gone to committee prior to Council action. State statute requires the nominees be appointed prior to January 1<sup>st</sup>. Since this is the last Council meeting for 2021, the appointments need to be made at this meeting.

Alderperson Lendrum believes the nominations seem to have more controversy surrounding them this year, so she wants to make clear how the process works.

Atty. Westbrook clarified that he does not feel this year has any more controversy than in years past. The difference is that in 2019 the nominees were approved as submitted. When the Clerk went to schedule those appointed nominees, nominee's feedback was, "How did I get on that list I don't want to be on that list, take me off that list". This year, staff proactively reached out to the nominees ahead of time to avoid the same situation.

Consultation with the Wisconsin Elections Commission, as well with numerous other city attorneys, was done, all advising that the Clerk could remove those who indicated they did not want to be election inspectors (poll workers) from the list. However, staff thought it would be better to bring the information forward to the Council who ultimately appoints. The thought with the preemptive contact with the nominees was to make the expectations clear so that only those who wanted to be appointed were appointed and those who wanted to work knew up front what the responsibilities are.

It should be noted that the term election inspector and poll worker are used interchangeably.

The proactive survey consisted of six questions regarding the responsibility of the election inspectors such as: "In the City of Neenah we require election inspectors to work a full day beginning at 6:30am ending at 9:00pm or later." Questions of that sort of nature were asked. The last question was, "Knowing the expectations, do you want to be a poll worker?" This gave the participant an opportunity to answer yes or no. Of those on the Republican list, 17 answered no, they do not want to be a poll worker; of the Democratic list 1 answered no, they do not want to be a poll worker.

There was nothing unusual about this process; this process has always been in place through the statutes, the only difference from this year is that staff proactively contacted nominees in attempts to clarify any confusion regarding the responsibilities they were signing up for.

No one was removed from the list presented to Council tonight. The asterisk (\*) represents nominees who directly indicated that they did not want to be an election inspector. Those who answered yes they want to be an election inspector but could not work all elections or work all day were kept on the list for replacement workers. Mr. Hudak is correct in that the Council could appoint all nominees on the list and staff would have to contact those nominees again during the scheduling process.

Atty. Westbrook continued advising that state law says that every election inspector shall serve every election during the election cycle they are appointed to. This question came up during COVID. Atty. Westbrook reached out to the attorney of the Wisconsin Elections Commission along with many other city attorneys to confirm that Neenah interpretation was correct, and indeed it was. In order to be qualified, all election inspectors have to be willing and able to work all elections in the election cycle. The reason for this is party affiliated election inspectors only wanted to work the partisan elections. Spring Elections are not partisan elections and do not have nearly the turn out as Fall General Elections. So in order to avoid having people sign up to work only the partisan elections with no one to work the Spring Election the state law said all election inspector shall serve all six elections in the election cycle. To be

very clear, none of the single asterisk names indicated that they did not want to work all six elections. There are nominees on both lists who said yes to being an election inspector but do not want to work all six elections.

Mayor Kaufert made it clear that the City Clerk is in charge of elections. She utilizes the City Attorney as counsel for legal questions, so when the attorney speaks in terms of we, it is the Clerk utilizing the City Attorney for legalities.

Attorney Westbrook concurred and explained that with legal challenges stemming from the last General Election more clerks are consulting with attorneys so the term "we" is frequently used. However, all election decisions are within the clerk's authority.

Aldersperson Boyette asked if the unaffiliated nominees were contacted as well?

Atty. Westbrook answered that a survey was sent out to all the current poll workers (300 plus) early in October to see if they wanted to remain on this list of upkeep. As a result of that first survey, some election inspectors were eliminated. Once the party lists were received, the Deputy Clerk contacted those on the party lists as well as those on the unaffiliated list to ask the same preemptive questions.

Aldersperson Boyette made contact with a nominee on the unaffiliated list who did not receive a survey, who was not contacted, and who does not want to be on the list of poll workers but is still on this list. Clearly there is a problem with all the lists.

Aldersperson Bates does not agree with the partisan nomination lists because it put those who are experienced unaffiliated poll workers at a disadvantage. However state law has the jurisdiction and we have to make due with the process.

Aldersperson Bates has worked the polls for a long time and swearing in takes place at the first training session. However, Aldersperson Bates is amenable to appointing all the nominees on the list and figuring it from there who should be sworn in after the appointments are made.

Aldersperson Bates also recognized that there are many names on the unaffiliated list who are Chief Inspectors. The role of Chief Inspector requires additional training and is a specialized position. She would like to see those chief inspectors retained as chief inspectors for the upcoming election cycle.

Aldersperson Stevenson asked for clarification of the motion because if it is to appoint everyone on the list after the staff has proactively contacted them, then it is government at its worst. Stevenson suggested that the list be

approved with the single asterisk nominees removed, with the double and triple asterisk nominees be identified as they have indicated to staff.

Aldersperson Bates would rather take the extra step of having the nominees fill out and sign the oath than to remove them from the appointment list especially given Mr. Hudak's position. Aldersperson Bates would rather error on the side of caution than to remove nominees from the list. Aldersperson Stevenson advised he would not support the motion as stated as this is government at its best.

Aldersperson Erickson worked the polls once about seven years ago. She enjoyed it, however, for commitment reasons, is unable to work the polls again. She believes the Clerk is trying to clean up the lists so that she knows who she has for poll workers.

Aldersperson Bates asked if Mr. Hudak could speak on what he believed went wrong with staff contacting the list of nominees. See no objections, Mr. Hudak was allowed to speak.

Mr. Hudak advised that the Republican Party started contacting their list of nominees in August using the term poll worker. Mr. Hudak believes that it was the Clerk's Office use of the term Election Inspector which caused confusion with those contacted. Mr. Hudak believes that the confusion is because many thought the term election inspector meant chief inspector. Mr. Hudak believes additional confusion was because the party started calling people in August and finished in September and may be the nominee forgot they were contacted by the party.

Mr. Hudak also questioned when the oath was to be given. Mr. Hudak thought the oath was mailed to the appointed election inspectors who had ten days to sign and return the oath.

Clerk Nagel advised that the oath is given at the first election training session. At the first training the oath is administered, payroll paperwork is completed, and training is given.

Aldersperson Boyette understands Aldersperson Stevenson's point of view in that government does not want to harass these election inspectors, however she has concerns because she contacted someone on the list who claim they were not contacted by the Clerk's Office. There was clearly people on these lists who haven't been called, therefore Aldersperson Boyette agrees with Aldersperson Bates and does not want someone taken of the list mistakenly or because someone thought they made phone call and they did not.

Atty. Westbrook confirmed that no one came off the list. The single asterisk depict nominees who indicated to staff that they do not want to be a poll

worker. Even then they were not removed from the list, a single asterisk was placed by their name.

Alderson Boyette reiterated that there were issues with all three lists and she would hate to take someone off the list that wanted to be an election inspectors.

**CURRENT MOTION CLARIFICATION: The motion as restated which was to appoint everyone on the list.**

There was clarification given by the Clerk that the Wisconsin Elections Commission changed the term poll worker to election inspector many, many years ago. However, the layperson probably knows the term poll worker as the common term. Clerk Nagel did clarify that the terms election inspector and poll worker were used interchangeably during the proactive survey conversations with the nominees.

Alderson Borchardt agrees with Alderson Stevenson in that repeated contacts with the election inspectors who are not interested in continuing to serve is inefficient. There was discussion regarding poll watchers who are there to observe the election process on Election Day at the polls which is separate process from appointments of election inspectors.

After hearing discussion that the principal phone call was done by the parties and that the Clerk's Office gave a clarifying preemptive phone call of the actual exceptions of election inspectors and what that meant, Alderson Bates indicated that she would not be supporting her own motion.

Atty. Westbrook advised that the current motion could be withdrawn altogether or that the current motion could be amended with a friendly second.

**AMENDED MOTION by Bates/Stevenson (friendly second) to remove (not appoint) those with the single asterisk from the list and to allow those with second and third asterisks to affiliate with the party indicated to staff.**

Alderson Boyette inquired on the process is after tonight's appointments are made. Clerk Nagel indicated that a letter is ready to be mailed to the appointed election inspectors recapping the survey, indicating they will be sworn in at the first training sessions along with completing payroll paperwork, and when to report to the first training.

Mayor Kaufert asked that the Clerk explain the number of poll workers needed to work the polls.

Clerk Nagel explained that there are six polling location within the City along with Central Count. Statute requires seven election inspectors to work at each polling location. Therefore forty-nine election inspectors are needed. Of those forty-nine election inspectors needed, twenty-one will be Republican affiliated, 28 will be Democratic affiliated because the party who won the last General Election at that specific polling location will have the majority of election inspectors. In Neenah, all polling locations were won by the Democratic Party.

There are not enough Democratic affiliated election inspectors to fill all those positions, so the remaining Democratic positions will be filled by unaffiliated election inspectors. This also means that not all Republican appointed or unaffiliated appointed election inspectors will work all the elections. However, should a Republican election inspectors scheduled to work the election be ill or cannot work on Election Day, that position will be filled by another Republican election inspectors. This is also explained in the letter being mailed to appointed election inspectors after tonight's meeting.

Mayor Kaufert summarized that in theory if the Democrats submitted a list of twenty-eight nominees, there would be no room for unaffiliated poll workers. In theory, there could be all new poll workers and in theory there could be all new chief inspectors as well. That is not the case but in theory it is possible to have no seasoned election inspectors or chief inspectors work on Election Day.

Mayor Kaufert wanted the process outlined up front so that everyone knows how it works. The process is not perfect but it is the current process.

**Roll Call Vote on the Amended Motion: Lang – aye, Skyrms – aye, Erickson – Aye, Stevenson – aye, Boyette – aye, Bates – aye, Hillstrom – aye, Lendrum – abstain, Borchardt – aye. Motion carried in a roll call vote, 8 ayes – 0 nays with 1 abstention.**

**MOTION RESTATED BY CLERK NAGEL: MSCRP Bates/Stevenson to confirm Mayor Kaufert's nominations to the City of Neenah 2022-23 Elections Board by removing (not appointing) those with the single asterisk from the list and to allow those with second and third asterisks to affiliate with the party indicated to staff.**

**Roll Call Vote on Original Motion: Skyrms – aye, Erickson – Aye, Stevenson – aye, Boyette – aye, Bates – aye, Hillstrom – aye, Lendrum – abstain, Borchardt – aye, Lang – aye. Motion carried in a roll call vote, 8 ayes – 0 nays with 1 abstention.**

- C. Approve Resolution 2021-22 Adjusting the 2021 Levy Pursuant to Wis. Stats. §66.0602(3)(f).  
Director Easker advised this is a housekeeping issue that was inadvertently not included at the budget hearing. State law and Neenah ordinance requires a resolution adjusting the levy limit when the levy limit is exceeded. Exceeding the levy limit comes from exempting a specific amount from Neenah-Menasha Fire Rescue Levy, and a decision to carry forward any unused levy limit to another year requires a resolution. Historically, for efficiency purposes, this was done in one combined resolution. However, last year it was split into two separate resolutions which then did not come forth to the budget hearing. This was discovered during submitting the levy limit statement to the state.

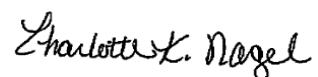
**MSCP Stevenson/Skyrms to approve Resolution 2021-22, all voting aye.**

- A. Any announcements/questions that may legally come before the Council
1. Luminary Night with Cookie Crawl downtown tomorrow, December 16, 2021.
  2. Downtown Very Neenah Christmas as very successful event.
  3. Committees are scheduled to meet between Christmas and New Year's. Mayor Kaufert is asking Committee leaders if there is no urgent business, to not meet during that week. If there are no committee meetings during the holiday week, there may not be a Council Meeting on January 5, 2022 as it would not be necessary. Stay tuned for details.
  4. Watch the Council Meeting air on the Oshkosh PEG Channel on Thursday and Sunday nights.
  5. Drop-off center closes for the winter months at the end of the year.
  6. Mayor Kaufert wishes everyone a Merry Christmas and a Happy New Year! There is so much to be thankful for in Neenah, and it's a magical time of the year with all the community Hallmark moments. Positive comments are being received about what a wonderful place the City of Neenah is live, work, and play. Enjoy the holidays!

XIII. Adjournment

**MS Boyette/Hillstrom to adjourn. With no objections, the motion was approved by unanimous consent. Meeting adjourned at 8:35pm.**

Respectfully submitted,



Charlotte K. Nagel  
City Clerk

**CITY OF NEENAH  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that a Public Hearing will be held by the City of Neenah to consider an amendment to the ThedaCare Medical Center Community Health District Master Plan and consider a project plan for the following projects at 130 Second Street, Neenah, Wisconsin:

- Relocation of helipad to northwest portion of property.
- Building addition on north side of property to accommodate a larger Emergency Department.

The Public Hearing will be held at the City's Administration Building, 211 Walnut Street, Neenah, Wisconsin.

Plan Commission Informal Hearing – Tuesday, January 11, 2022  
4:15 P.M.  
Council Chambers

Council Formal Hearing – Wednesday, January 19, 2022  
7:00 P.M.  
Council Chambers

**NOTICE IS FURTHER GIVEN** that applicant and interested persons may appear at said hearing and be heard for or against the project approval request.

Charlotte Nagel  
City Clerk  
Neenah, Wisconsin

Publish: January 7<sup>th</sup> and January 10<sup>th</sup>, 2022

**MINUTES OF THE NEENAH PLAN COMMISSION**  
**Tuesday, January 11, 2022**  
**4:15 p.m.**

**Present:**

Mayor Dean Kaufert, Chairman	PRESENT	Gerry Kaiser, Director of Public Works	PRESENT	David Williams	ABSENT
Kate Hancock-Cooke	ABSENT	Karen Genett	PRESENT	Betsy Ellenberger	ABSENT
Gerry Andrews	PRESENT	Ald. Jane Lang, Vice Chairperson	PRESENT		

**Also present:**

Brad Schmidt, Deputy Director of Community Development	Rachael Eiting, Administrative Assistant, Department of Community Development	ThedaCare Project Manager, Gary Karls
Graef, Christine Pichler	Cari Lendrum, Neenah Alderperson	John Skyrms, Neenah Alderperson

**Minutes:** MSC Andrews/Kaiser the Plan Commission to approve the December 7, 2021 meeting minutes. Motion passed.

**Public Appearances:**

Mayor Kaufert opened the public appearance section. No one from the public spoke.

**Public Hearings:**

- A. Community Health District – Master Plan Amendment #1-22
- B. Community Health District - Project Plan Approval #1-22

Mayor Kaufert opened the public hearings. No one attendance spoke.

**Action Items:**

- A. Community Health District – Master Plan Amendment #1-22
- B. Community Health District - Project Plan Approval #1-22

**These two items were discussed simultaneously but voted on separately.**

ThedaCare, Inc. has submitted a request to amend the Community Health District Master Plan and requests approval of a project plan for the construction of a building addition to accommodate a larger Emergency Department and to construct a new helipad on the north side of the campus adjacent to the expanded Emergency Department at its ThedaCare Regional Medical Center – Neenah facility located at 130 2nd Street.

The Community Health (CH) District was created in 1991 for the purpose of assuring growth related to the ThedaCare Regional Medical Center - Neenah was planned in an orderly fashion and to recognize the long-term goal of preserving the adjacent residential neighborhoods. The CH District includes roughly 27 acres of land between First Street, Forest Avenue, Fourth Street, and Clark Street. To ensure consistent, quality development of the hospital, no new development, reconstruction or alteration can occur until a project approval has been granted by Common Council. The project approval requires consistency with the associated Master Plan for the CH District.

The Master Plan was originally adopted in 1991 in conjunction with the CH District with the goal of creating a planning framework which provides an orderly growth pattern, establishing a technical approach to infrastructure needs, addressing traffic impacts and parking needs, and ensuring that new building massing, location and landscape treatments are sensitive to the surrounding residential neighborhoods. Since its adoption, the Master Plan has been amended four times.

## Plan Commission Minutes

January 11, 2022

Page 2

Mayor Kaufert asked about the location of the generators and the chiller. Where will they be located and how are they being screened?

Deputy Director Schmidt indicated on a digital rendering where the generators and chiller will be located and also answered they will be screened from view by fence and landscaping.

Member Genett asked about the parking for the emergency department. She shared concerns that the new helipad will limit parking.

Gary, the project manager for this project from ThedaCare, shared with the commission that the majority of the parking in that location is dedicated to employees for the Children's Hospital of Wisconsin Clinic. They will be vacating the second floor of the hospital and will no longer require those parking spots.

Member Andrews brought up potential downdraft and wash issues from the helipad being so close to 2<sup>nd</sup> Street.

Gary answered that those issues have been thoroughly considered and are being mitigated with thoughtful shrubbery and a grass buffer area around the helipad.

Member Andrews asked if there was any consideration to putting the biofilter in the grass buffer area around the helipad.

Christine, a representative from Graef, the contracted engineer for the project, answered that they would need to look into that to provide an answer on its feasibility.

Member Genett inquired about what will be occupying the second floor once the Children's Hospital of Wisconsin Clinic vacates the space.

Gary answered that ThedaCare's long term plan includes facilitating a medical teaching component. That space is slotted to become the first phase of that plan.

Alderman Lang asked for clarification on which portions of the Children's Hospital of Wisconsin would be leaving ThedaCare.

Gary clarified it would only be the clinic, pediatrics and the NICU would be remaining at ThedaCare.

Alderman Lang inquired about the proposed location for the Emergency Room drop off.

Deputy Director Schmidt indicated on the digital renderings where drop off is proposed to be located.

Mayor Kaufert asked both Gary and Christine if they felt comfortable with the distance from 1<sup>st</sup> St and the sidewalk there. Will they be able to effectively shield the street and sidewalk?

Both Christine and Gary affirmed that careful consideration was put into the design and location to protect the public. Flight patterns for the new helipad were reviewed.

Alderman Lendrum asked about the Biofilter that is being proposed. How will it be maintained?

Christine clarified that biofilters require careful maintenance. Gary answered that ThedaCare will carefully maintain it as directed.

Member Andrews asked about Roosevelt Elementary School closing and what the hospital has planned for that space.

Gary answered that there is no solid plan for that land at this time, he agreed the Island does not need more concrete (i.e. another parking lot).

**MSC Lang/Andrews, the Plan Commission recommends Council approve Ordinance #2022-01, approving CH District Master Plan Amendment #1-22 All aye. Motion passed.**

**MSC Andrews/Genett, the Plan Commission recommends Council approve Project Plan Approval #1-22 for the ThedaCare Medical Center Community Health District, allowing for the construction of a building addition for the Emergency Department and the construction of a helipad on the north side of the campus located at 130 2nd Street. All aye. Motion passed.**

**Discussion Items:**

**a. Snow Shoveling.**

Member Genett asked that the city remind the public of their responsibility to shovel snow withing 24 hours of it falling.

Mayor Dean answered that he would make sure information is shared via social media and digital message board pertaining to snow shoveling.

**Announcements and Future Agenda Items:**

The Homes at Freedom Acres, the second phase of the new development will be discussed at the next meeting.

Next meeting: January 25, 2022.

**Adjournment: The Commission adjourned its meeting at 5:06 PM MSC Kaiser/Genett. All Aye. Motion passed.**

Respectfully Submitted,



Rachael Eiting  
Administrative Assistant, Community Development



211 Walnut Street  
Neenah, WI 54956

AN ORDINANCE: By the Neenah Plan Commission  
Re: ThedaCare Medical Center Community Health  
District Master Plan Amendment #1-22 and  
Project Plan Approval #1-22.

ORDINANCE NO. 2022-01

Introduced: \_\_\_\_\_

Committee/Commission Action: \_\_\_\_\_

**RECOMMENDED FOR PASSAGE**

## AN ORDINANCE

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

**Section 1.** That pursuant to Section 26-417 of the Neenah Municipal Code, the Common Council of the City of Neenah approves the following ThedaCare Medical Center Community Health District Master Plan Amendment, as detailed in the attached Exhibit "A", which is incorporated herein by reference.

**Section 2.** That pursuant to Section 26-417 of the Neenah Municipal Code, the Common Council of the City of Neenah approves the following ThedaCare Medical Center Community Health District Project Plan to allow the relocation of a heliport to north side of the campus and approve a building addition for the expansion of the Emergency Department.

**Project Plan Approval #1-22, which is detailed in the attached Exhibits "B" and "C" and are incorporated herein by reference.**

**Section 3. Severability.** In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

**Section 4. Repeal and Effective Date.** All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Adopted: \_\_\_\_\_

Approved:

Published: \_\_\_\_\_

\_\_\_\_\_  
Dean R. Kaufert, Mayor

Attest:

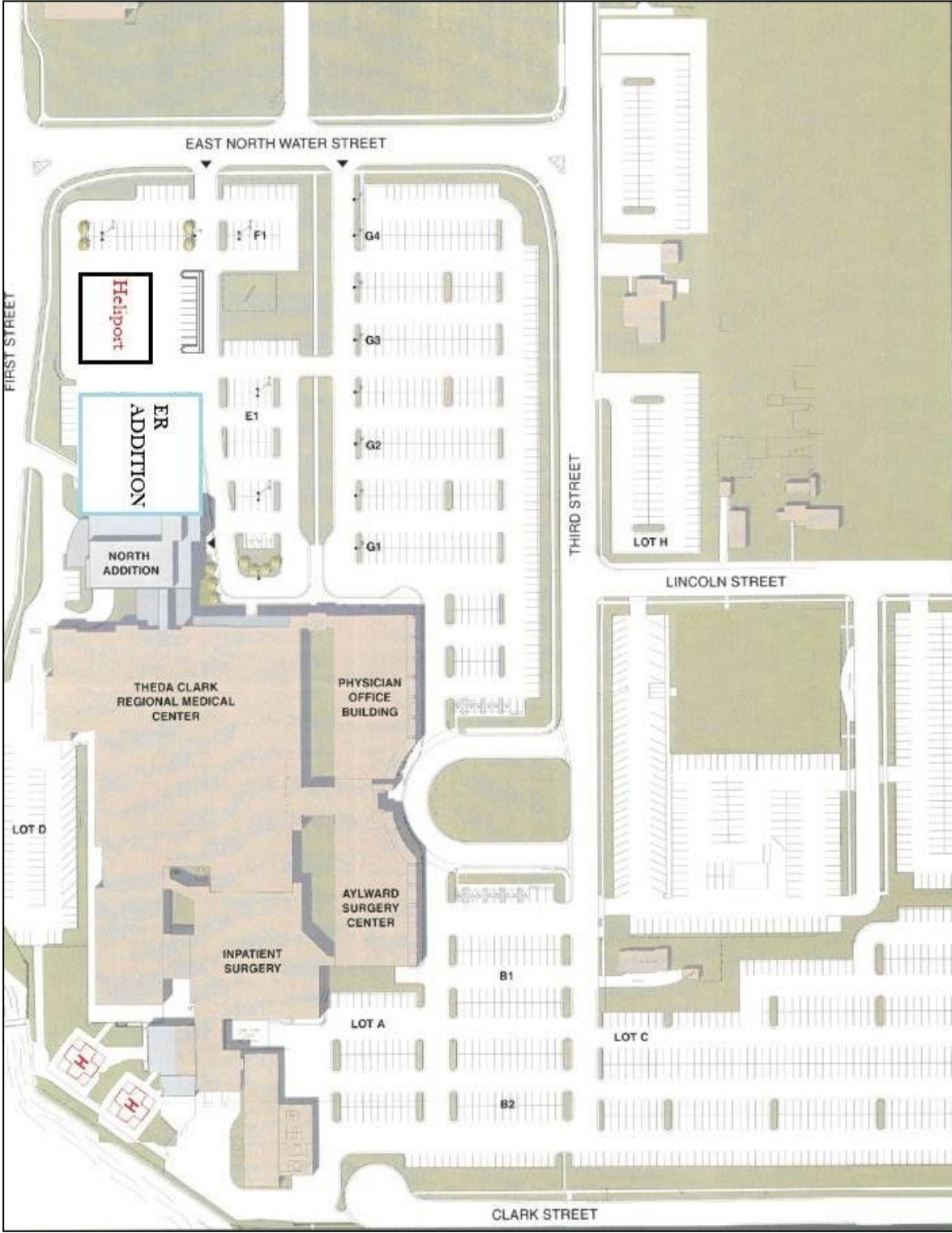
\_\_\_\_\_  
Charlotte Nagel, City Clerk

**Community Health District Master Plan Amendment #1-22**  
**THEDACARE MEDICAL CENTER**

The Master Plan, originally approved on August 14, 1991, and subsequently amended on January 19, 1994, December 5, 1996, April 4, 2001, and May 1, 2002, is hereby amended per the attached Exhibit A. This amendment adds to the campus development plan a building addition for the Emergency Department on the north side of the campus and the relocation of a heliport to the north side of the campus. All of these amendments are incorporated in Project Plan Approval #1-22.

Exhibit A  
Ordinance No. 2022-01  
January 19, 2022

Master Plan Amendment #1-22  
THEDACARE MEDICAL CENTER



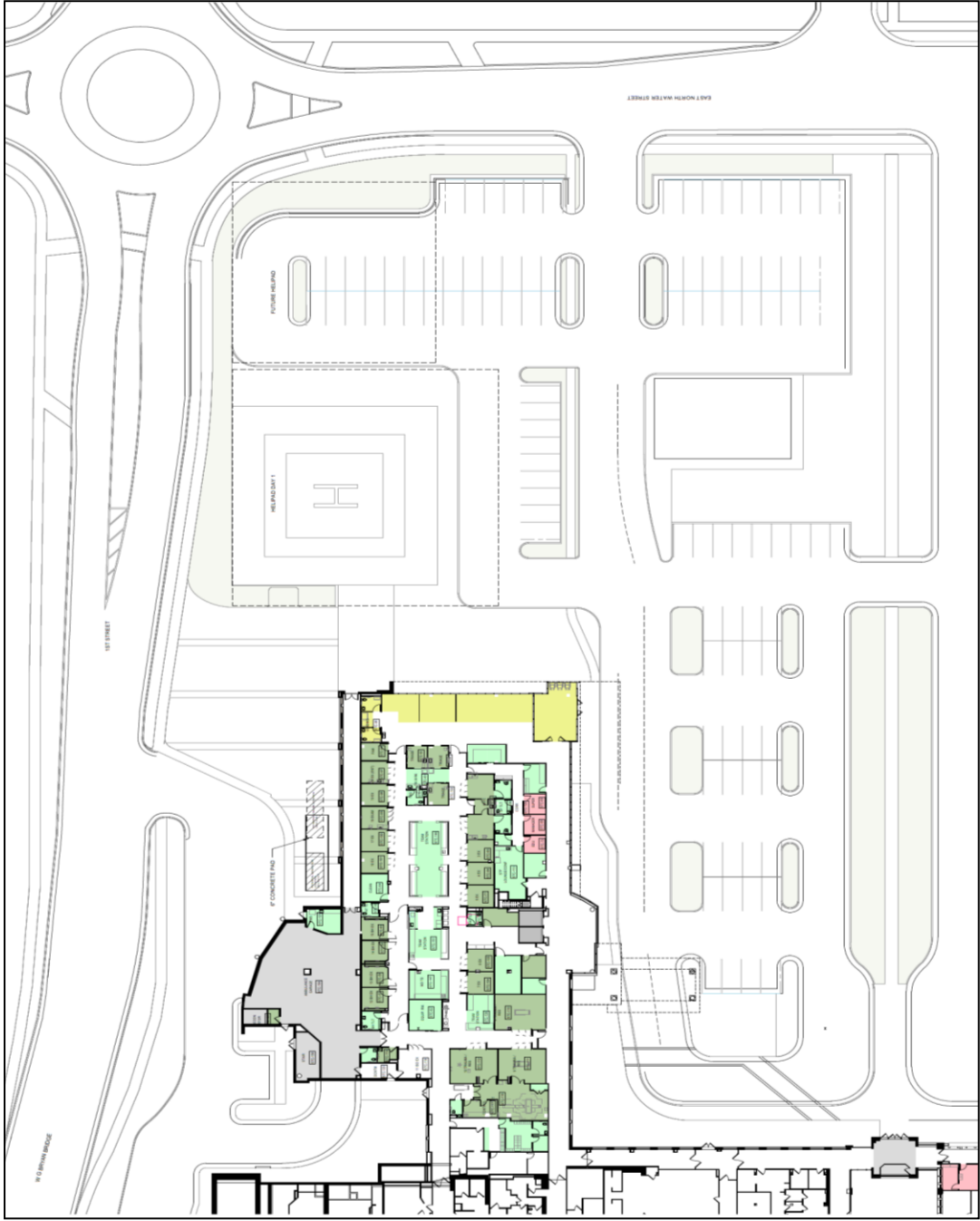
**Plan Commission – January 11, 2022**  
**Common Council – January 19, 2022**

**Exhibit B**  
**Ordinance No. 2022-01**  
**January 19, 2022**

**Project Plan Approval #1-22**  
**THEDACARE MEDICAL CENTER**

Relocation of heliport to the north portion of the campus and a building expansion to facilitate a larger Emergency Department.

Exhibit C  
Ordinance No. 2022-01  
January 19, 2022





# Neenah Special Event Permit Application

Event

Name NEENAH PARKS KIDS TRIATHLON

Webpage Neenahgov.org

Description

- Festival/Concert/Exhibition     Parade/March     Other:   
 Tournament     Competitive Race  
 Assembly/Rally     Non-Competitive Run/Walk

List the event activities to take place (or attach brochure):

Kids Triathlon for kids 6-14 years of age. Event includes swimming, biking and running.

Schedule

Date(s)	Setup Time	Start Time	End Time	Cleanup Time
<u>8/6/22</u>	<u>6:00 am</u>	<u>8:00 am</u>	<u>10:00 am</u>	<u>11:00 am</u>

Attendance

List estimated quantities:

Participants 100

Spectators 300

List any entry fees:

\$30.00 per participant

Location

- Park/Public Property: Neenah Pool, Kimberly Point and Riverside Parks
- Public Street/Sidewalk/Trail: S. Park Ave., Lakeshore Ave, N. Park Ave, Riverside Park Trail, E. Wisconsin Ave.
- Private Property/Other:

Applicant

Name Jim Kluge Daytime Phone 920-886-60

Email jkluge@ci.neenah.wi.us Cell Phone 920-209-94

Organization

Name Neenah Parks & Recreation Department Tax Exempt No. 377026

Email jkluge@ci.neenah.wi.us Phone 920-886-60

Address 211 Walnut Street

City Neenah State WI Zip Code 54956

The organization shall incur all City service and equipment costs associated with the event. 501(c) organizations with a valid tax exempt certificate receive reduced rates for services/equipment provided by the City. See Municipal Code §14-129(g) for details.



Neenah  
WISCONSIN

# Special Event Permit Application

## Police Department

Contact: Lieutenant Jon Kuffel

Phone: +1 (920) 886-6018

Address: 2111 Marathon Ave. Neenah, WI 54956

Email: [jkuffel@ci.neenah.wi.us](mailto:jkuffel@ci.neenah.wi.us)

1. Will you be using the Emergency Response Protocol supplied by the city? (See supplement.)  Yes  No
- The protocol is a set of procedures to be used for various crises including inclement weather, medical emergencies, and disorderly conduct scenarios. It establishes responsibilities and expectations between the event organizer and emergency services in the event of a crisis. If you choose not follow the protocol provided by the city, attach a crisis management plan to this application. All plans must be approved by Neenah Police and Neenah-Menasha Fire Rescue.

2. List at least two Event Coordinator contacts who will be on-site during the event to address issues that might arise.  
Event Coordinators are responsible for executing the Emergency Response Protocol.

Name Jim Kluge Phone 920-209-94

Name Steph Schott Phone 920-851-12

3. Will there be security/crowd control services on-site? If so, please list contractor:  Yes  No

Name \_\_\_\_\_ Phone \_\_\_\_\_

4. Will there be first aid/emergency responders on site? If so, please list contractor:  Yes  No

Name \_\_\_\_\_ Phone \_\_\_\_\_

5. Describe the communication method/equipment that will be used to notify event staff/volunteers of emergencies:

Parks & Recreation Department special event walkie talkies, staff cell phones.

6. Describe the communication method/equipment that will be used to notify event attendees of emergencies:

Speaker sound system, Neenah Pool Sound system, walkie talkies, cell phones.

7. Identify the locations of the following (be specific):

Locations may instead be located on a map submitted with this permit. If a service is not provided or is not applicable, write in "N/A".

Loudspeaker/PA System Neenah Pool Parking Lot

Lost Child Recovery Site Neenah Pool Parking Lot

Severe Weather Shelter(s) Neenah Pool Building, Riverside Park Shelter

First Aid Station(s) Neenah Pool Building, Riverside Park Shelter

Enclosed/Fenced Area(s) N/A

Enclosed areas are required for alcohol consumption. Entrances and exits must be numbered and labeled for any enclosed/fenced areas.



# Neenah Special Event Permit Application

## Neenah-Menasha Fire Rescue

Contact: Assistant Chief Vernon Green Phone: +1 (920) 886-6201  
Address: 125 E. Columbian Ave. Neenah, WI 54956 Email: [vgreen@nmfire.org](mailto:vgreen@nmfire.org)

- 8. Will there be any pyrotechnics or open burning?  Yes  No  
A [Fireworks/Open Burning Permit](#) is required. Applications should be filed separately with Neenah-Menasha Fire Rescue.
- 9. Will there be any generators used?  Yes  No
- 10. Will there be any cooking operations?  Yes  No
- 11. Will there be any tents or canopies?  Yes  No
- 12. Will there be any use of drones?  Yes  No

## Winnebago County Health Department

Contact: Env. Health Specialist Jennifer Bonzelet Phone: +1 (920) 232-3000  
Address: 112 Otter St. Oshkosh, WI 54901 Email: [jbonzet@co.winnebago.wi.us](mailto:jbonzet@co.winnebago.wi.us)

- 13. Will there be any food or beverages prepared or served?  Yes  No  
If yes, contact the Winnebago County Health Department.
- 14. Will there be any portable toilets and/or wash stations?  Yes  No
- 15. Will there be any water activities (ie. dunk tanks, water slides)?  Yes  No
- 16. Will there be any animals?  Yes  No

## Clerk's Office

Contact: City Clerk Patty Sturn Phone: +1 (920) 886-6100  
Address: 211 Walnut St. Neenah, WI 54956 Email: [psturn@ci.neenah.wi.us](mailto:psturn@ci.neenah.wi.us)

- 17. Will there be amplified music or announcements used for the event?  Yes  No
- 18. Will amplified sound be within 7 am - 10 pm on weekdays & 10 am - 11 pm on weekends/holidays?  Yes  No  
If not, a special exemption must be requested and approved as part of this application. List the intended hours of amplified sound (per day, if applicable):  
Start Time 8:00 am End Time 11:00 am
- 19. Will there be any alcohol served?  Yes  No  
A [Temporary Class B Picnic License](#) is required. Applications should be filed separately with the Clerk's Office.
- 20. Will there be any vendors/concessions? If so, please list:  Yes  No  
Vendors will need to have a [Solicitor Permit](#) filed with the Clerk's Office.



# Neenah Special Event Permit Application

## Traffic Department

Contact: Traffic Engineer James Merten  
Address: 211 Walnut St. Neenah, WI 54956

Phone: +1 (920) 886-6243  
Email: [jmerten@ci.neenah.wi.us](mailto:jmerten@ci.neenah.wi.us)

21. Will the event close any street/sidewalk/trail (or portions thereof) to traffic?  Yes  No  
Any adjacent properties must be notified by the applicant 5 weekdays in advance of the event. A copy of the notification must be submitted and approved by the City Traffic Engineer.
22. Will you be providing volunteers to direct traffic?  Yes  No  
All volunteers must be properly equipped, trained, and supplied with the [Volunteer Flagger Instructions](#). (See attached.)
23. Is any city traffic control equipment or services being requested? If so, check all that apply:  Yes  No
- Barricade/Sign Equipment  
Check if you are requesting equipment to be delivered to the event grounds. Equipment will need to be moved to their placement locations during the event.
  - Barricade/Sign Placement  
Check if you are requesting equipment to be placed by the City during the event times.
  - Flaggers to Direct Traffic  
Availability of community service aides (CSAs) and/or police officers are not guaranteed.
  - Traffic Signal Programming  
Check if modifications to the traffic signal timing plans may be needed for the event.
  - Message Boards  
Message boards may be used to give advanced notification of street closures for the event.
24. Will a private contractor be used for barricading/signing equipment or services? If so, please list contractor:  Yes  No  
Any traffic control plan not supplied by the City must be approved by the Traffic Department.
- Name \_\_\_\_\_ Phone \_\_\_\_\_
25. List any shuttle services (including route locations) being provided for the event:  

N/A
26. List any locations to be used for either attendee or event staff parking:  

Neenah Pool Parking Lot
27. Please identify handicap accessible parking locations and accommodations:  

Designated Park stalls are located near the entrance of the pool.



Neenah  
WISCONSIN

# Special Event Permit Application

## Parks & Recreation Department

Contact: Parks & Recreation Office  
Address: 211 Walnut St. Neenah, WI 54956  
Phone: +1 (920) 886-6060  
Email: [parkrec@ci.neenah.wi.us](mailto:parkrec@ci.neenah.wi.us)

## Public Works Department

Contact: Traffic Engineer James Merten  
Address: 211 Walnut St. Neenah, WI 54956  
Phone: +1 (920) 886-6243  
Email: [jmerten@ci.neenah.wi.us](mailto:jmerten@ci.neenah.wi.us)

28. Will there be any equipment requiring ground anchoring (ie. tents, fences)? If so, please list locations:  Yes  No

Public Park/Property: \_\_\_\_\_

Public Street/Trail: \_\_\_\_\_

Other: \_\_\_\_\_

Any stakes or ground anchoring systems proposed on public property must be approved for their locations. Diggers Hotline (Website: [www.diggershotline.com](http://www.diggershotline.com), Phone: 811) must be contacted a minimum of 4 working days before any ground anchors are placed.

29. If there are any portable toilets or wash stations (Question #14), identify proposed locations:

Public Park/Property: \_\_\_\_\_

Public Street/Trail: \_\_\_\_\_

Other: \_\_\_\_\_

30. Have the park shelters been pre-reserved with the Park & Recreation Department?  Yes  No  
Park reservations must be completed before submittal of this application.

31. Are you requesting any street sweeping services to be provided by the city?  Yes  No

32. Will there be any dumpsters and/or portable trash receptacles provided?  Yes  No

32. Will the event utilize environmentally conscious practices and/or provide recycling receptacles?  Yes  No

33. What tasks will be conducted to ensure the event site remains clean throughout (and after) the event?

These facilities are managed by the Parks & Recreation Department. We will have our pool staff and parks staff clean, restock supplies and maintain and clean environment after the event is completed.

34. Please list any additional equipment or services requested to be provided by the city:

N/A



# Neenah Special Event Permit Application

## Checklist

---

Required to process application:

- Application filed with the Mayor's Office within 45 days prior to the event (or 10 days, if there is no full/partial street closure).  
Special exceptions must be approved by the Special Events Task Force and the Mayor.
- \$75 application fee. (Not applicable if there is no full/partial street closure.) Receipt No: \_\_\_\_\_  
Payment can be made at the Department of Legal & Administrative Services, 211 Walnut Street Neenah, WI 54956.
- Reservation of park facilities.  
Reservations may be made at the Parks & Recreation Office, 211 Walnut Street Neenah, WI 54956. See Question #30.
- Supplemental permits filed.  
See Questions #8 (Fireworks/Open Burning Permit), #13 (Food Vending Permit), #19 (Temporary Class B Picnic License), and #20 (Vendor/Solicitor License).
- A detailed map of the event site/route.  
A map identifying the event footprint and layout must be submitted with this application.
- A crisis management plan.  
Required when not following the Emergency Response Protocol that is provided by the City. See Question #1.

Required to approve application:

- Liability insurance certificate.  
Policy must include \$1,000,000 of general liability per occurrence (no exclusions) naming the City of Neenah, its officers, council members, agents, employees, and authorized volunteers as additional insured(s).
- Street closure notification letter.  
Required when properties adjacent to or are enclosed within a closed street or street network. Letters must be pre-approved by the City and must be delivered 5 days working days before the event start date.
- Participant waiver forms.  
Any waivers of liability signed by participants of the event must also include the City of Neenah (using the same language as for the liability insurance certificate).
- Traffic control plan.  
Required when a contractor is providing traffic control services. Traffic control plans must be approved by the Traffic Department.
- Follow through with any contingencies required for approval of this permit application.  
Contingencies are determined upon approval of the permit application. The City reserves the right to revoke a permit if any contingency is not met.

## Provisions & Terms

---

This permit is intended to clarify the working relationship between the Applicant of the special event and the City of Neenah. The Applicant agrees to abide by the terms of this permit and all existing policies governing use of City facilities unless specifically noted in the permit. Regulations in Municipal Code §14-125 through §14-132 shall apply to this permit.

Once filed with the Department of Legal & Administrative Services, this permit will be reviewed by the Special Events Task Force. Upon task force recommendation for approval, per Municipal Code §14-129(b)(1), Class B permit applications are approved by the Public Works Director or designee and Class C permit applications are approved by the Public Services & Safety Committee and the City Council. A copy of an approved application will be sent to the Applicant as confirmation of the approved permit. The Applicant is responsible for complying with any contingencies applied to this permit. Failure to do so shall void this permit.

No changes may be made by the Applicant, regarding items included in this agreement, unless written permission is attached to this document. When questions regarding this agreement arise, they should be directed to the appropriate Department. If questions arise during the event and the Department representative is unavailable, the decision of City Staff on duty shall prevail.

Staff and equipment needed to run the event are the responsibility of the Applicant. City services and equipment may be provided at the discretion of the appropriate Department. The Applicant shall be responsible for the City's reasonable service and/or equipment cost associated with the event. The charges are determined from actual cost as outlined in Municipal Code §14-129(g). An invoice detailing charges for City services and/or damages will be sent to the sponsoring organization following the event. Payment is due within 30 days of the date of the invoice.



# Neenah Special Event Permit Application

## Legal Notice

I, as an authorized member of the organization sponsoring this event, verify that the information contained in this application is true, correct, and complete to the best of my knowledge. I agree to all provisions and terms of this agreement and acknowledge that no changes may be made to this agreement, unless authorized written permission is granted.

I understand the filing of this application does not ensure the issuance of this permit. I also understand that all event organizers, staff, volunteers, participants, and spectators must comply with all applicable city ordinances, traffic rules, park rules, state health laws, fire codes, and liquor licensing regulations. Fees for park facilities, food sales permits, tent, and fireworks permits are in addition to the fees submitted for the Special Event Permit Application. I further understand that an incomplete application may be cause for denial of the event.

### Hold harmless indemnification and defense.

For good and valuable consideration the applicant and/or the organization agrees to indemnify, defend and hold harmless the City of Neenah and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney fees arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

Signature Jane R. Hugg

Date 9-28-2021

Completed applications should be filed with the Department of Legal & Administrative Services, Neenah City Hall, 211 Walnut Street Neenah, WI 54956. For any questions regarding this application or the permitting process, contact Joni Heinz: Phone: +1 (920) 886-6104 Email: [jheinz@ci.neenah.wi.us](mailto:jheinz@ci.neenah.wi.us)

### OFFICE USE ONLY

Cost Estimate	Total Cost	Sponsor Cost
Parks & Recreation _____	_____	_____
Public Works/Traffic _____	_____	_____
Police _____	_____	_____
NM Fire _____	_____	_____
<b>Total</b>	_____	_____

**Approvals**

Special Events Task Force

Signature Joni Heinz Date \_\_\_\_\_

Class B: Director of Public Works or Designee    Class C: Public Services & Safety Committee / City Council

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Contingencies of Permit**

**CITY OF NEENAH**  
**PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES**  
**Tuesday January 11, 2022, 6:30 PM**

**Present:** Alderpersons Bates, Hillstrom, Lang, Lendrum and Stevenson

**Excused:**

**Also Present:** Mayor Kaufert, City Attorney Westbrook, Public Works Director Kaiser, Parks & Recreation Director Kading, Police Chief Olson, Captain Van Sambeek, City Clerk Nagel, Public Works Office Manager Mroczkowski, Kelly Behrmann, and Michelle Loula

Approval of Minutes of the meeting for the December 7, 2021 meeting

**Motion Second/Carried Hillstrom/Lang to approve the minutes of the Meeting of December 7, 2021.** All voting aye.

Public Appearances:

Kelly Behrmann, 985 Bridgewood Dr. Ms. Behrmann stated that she is a mayoral candidate. She stated that her family has lived in Neenah 21 years. She stated that she wants to continue to make sure that Neenah is a safe and beautiful city to live in and raise a family.

**Motion Second/Carried Stevenson/Hillstrom to amend the agenda to consider the 2022-2026 Comprehensive Outdoor Recreation Plan.**

2022-2026 Comprehensive Outdoor Recreation Plan

Director Kading reviewed his memo of December 21, 2021. He stated that the purpose of the Comprehensive Outdoor Recreation Plan (CORP) is to ask for feedback from the community for a document that benchmarks the Parks and Recreation current status and provides an outlook to the future. He stated that the CORP is a guide for developing and outlining projects that may be grant eligible.

Director Kading stated that the Parks & Recreation Commission has reviewed and recommends adoption of the 2022-2026 Comprehensive Outdoor Recreation Plan.

Alderperson Lang stated that there is a lot of good and important information in the plan and thanked Director Kading for all of the work putting the CORP together.

Alderperson Stevenson stated that he also thinks this is a good document and a necessary one. He noted that passage of the plan by the council is a recommendation of the CORP and not an approval of the CORP recommendations and benchmarks.

Report Following discussion: **Motion/Second/Carried Hillstrom/Lang to recommend Council to approve the 2022-2026 Comprehensive Outdoor Recreation Plan.** Roll call vote. All voting aye.

Appeal of a Beverage Operator's License Application Denial Michelle Loula

Ms. Loula stated that she is almost 50 years old. She stated her first OWI happened when she was 21, her second she was 29 and the latest was in 2017. Ms. Loula stated that she is hoping that the committee will reconsider the denial and approve her bartender's license. She stated that she is very sorry and has always been a very responsible bartender. She stated that she has been bartending since she was 21 years old and has held a bartender's license in the City of Neenah before with no issues. Ms. Loula stated that she is embarrassed by the third OWI and has done everything that she possibly could to put it behind her. She stated that because of what she has gone through, that she would be more responsible taking care of the customers and making sure that they are not doing foolish things that she did. She stated that she tries to be very responsible and she cares about the people that she serves. Ms. Loula stated she would greatly appreciate the committee's reconsideration.

Aldersperson Bates asked Ms. Loula where she had been drinking when she received her most recent OWI. Ms. Loula stated that she had been drinking at Sherry Town.

Aldersperson Lendrum stated that she thinks alcohol goes to the part of our brain that says I can drive just fine. She stated there are statistics that show that people with OWI's have driven hundreds and hundreds of times before getting caught. Aldersperson Lendrum stated that she hopes that Ms. Loula would be able to guarantee that she would take an Uber and not get behind the wheel of a car. She further stated that she wants to make sure that OWI's stay down in the City of Neenah. Aldersperson Lendrum stated that she is just asking for reassurance that Ms. Loula will take this getting a Bartender's Operator's License seriously.

Ms. Loula stated that it has been four years since her last OWI and she has changed.

Mayor Kaufert asked why the ignition lock was not installed until 2020 when her last OWI was in 2017. Ms. Loula stated she did not have a vehicle until 2020.

Mayor Kaufert asked if the ignition lock is still installed on her vehicle. Ms. Loula stated no.

Following discussion: **Motion by Stevenson to recommend approval of the Bartenders Operator's License for Michelle Loula.**

There being no Second, the motion failed

Denial of license upheld.

Director Kading stated that this is the Construction Administration Agreement from Parkitecture and Planning for Shattuck Park. The scope of the agreement is to install the new water play feature as well as dealing with the concrete underneath the pavilion and throughout the park. The agreement is in the amount of \$15,000 which equals 2.8% of the overall project cost.

Director Kading stated that the Parks & Recreation Commission has reviewed and recommends accepting the agreement with Parkitecture and Planning for \$15,000 to perform the construction administration services at Shattuck Park.

Aldersperson Bates asked if the city has worked with Parkitecture in the past. Director Kading stated that they were the principal planners and engineer on the Washington Park project. The owners of Parkitecture were with Ayres Associates at that time and have since broken off and developed their own company. Director Kading stated that they have also assisted with conceptual master plan at Kimberly Point and have done behind the scenes work for this project.

Aldersperson Stevenson stated that Aldersperson Skrym sent out an email regarding the propensity that council is seeing more frequently of negotiated contracts versus bid contracts. He stated that staff needs to be very cognizant of maximizing the city's leverage when entering into these contracts and agreements.

Aldersperson Bates asked Director Kading to provide the construction administrative percentage for the Washington Park project before the next Common Council meeting.

Report

Following discussion, **Motion/Seconded/Carried Lang/Hillstrom to recommend Council approve the agreement with Parkitecture and Planning to complete the Construction Administration Services for Shattuck Park Redevelopment project in an amount not to exceed \$15,000.00.** All voting aye.

#### Kimberly Point Phase I Design and Engineering

Director Kading reviewed his memo of December 27, 2021 regarding the master plan study that was done for Kimberly Point. He stated the master plan study considers shoreline erosion and ongoing fishing deck damage caused by acts of nature, ADA restroom accessibility in the lighthouse and vehicle, bike and pedestrian movement through the park.

Director Kading stated that the proposal is for Design and Engineering of Phase I which includes the vehicular pedestrian and bicycle movement, as approved in the 2022 Capital Improvement Plan. The Parks and Recreation Commission has reviewed and recommends approval in the amount of \$16,140.00.

Aldersperson Lang stated that she does agree with Aldersperson Stevenson that when we have multiple bids we are being given the opportunity to see where others other companies rank and that other avenues were pursued. She stated that multiple quotes would help her feel more comfortable approving these contracts.

Report

Following discussion, **Motion/Seconded/Carried Lang/Hillstrom to recommend Council approve the agreement with Parkitecture and Planning for the Design and Engineering Phase I at Kimberly Point in an amount not to exceed \$16,140.00**  
Vote 4/1 (Stevenson voting nay)

#### Kimberly Point Phase I Archaeological

Director Kading stated that this proposal was taken all the way through to construction. He stated that he was not comfortable with that plan. He stated that he recommended to the Parks and Recreation Commission that we only do steps 1 and 2 until we know the direction and how this project is going to be designed and engineered. Director Kading stated that steps 3 and 4 require field study. He stated that instead of guessing where something is going to go, he would rather wait and know for sure so the cost of this contract does not increase.

Aldersperson Stevenson asked if we are considering reconfiguring the road to Kimberly Point. Director Kading stated that what is being looked at is what happens in the middle of the park to control traffic flow from a one-way to a two-way in and out of the park on the west end as well as on the east end.

Report

Following discussion, **Motion/Seconded/Carried Stevenson/Lang to recommend Council approve the agreement with the University of Wisconsin Milwaukee to complete the Archaeological Services for Step 1 and 2 for Kimberly Point Phase I in the amount not to exceed \$3,200.00** All voting aye.

#### Purchase of Thermal Drone Package

Captain Van Sambeek stated that the Police Department currently has two aerial drones. One is the original drone which requires two people to fly and the other is a DJI Maverick Pro which is similar in size to the one we are asking approval to purchase.

Captain Van Sambeek stated that the drone being requested has thermal imaging capability, speakers, spotlight and strobe light. He stated there would be very little training as it has similar software and programs.

Aldersperson Hillstrom asked how many cameras are on the drone. Captain Van Sambeek stated that there are two cameras which allow both the thermal image and picture to be displayed at the same time.

Aldersperson Bates asked how long this equipment lasts. Captain Van Sambeek stated that the only item that can be an issue are batteries. We have only had to replace one battery between the two current drones that we have.

Alderson Stevenson stated that he was glad to see that an effort was made to get the best pricing on the accessories and is in full support of this purchase.

Report  
Following discussion, **Motion/Seconded/Carried Stevenson/Hillstrom to recommend Council approve purchase of the DJI Mavic 2 Enterprise Advance public safety bundle from the Title Town Drones in an amount of \$7,179.00 using Capital Equipment and Preparedness Grant Funds.** All voting aye.

#### Approval to Purchase Cellebrite from 2022 CIP Budget

Police Chief Olson reviewed his memo of January 4, 2022 regarding the purchase of the Cellebrite system that analyzes and extracts information off of cell-phones. He stated that the department has worked with the City of Menasha, Division of Criminal Investigation (DCI) and Town of Grand Chute for this service. Chief Olson stated that the Town of Grand Chute and DCI have become too busy and are unable to accept our phones when we need a phone to be analyzed and City of Menasha no longer is paying for the service. He stated that when we need to have a phone analyzed we have to go to Madison or Milwaukee.

Chief Olson stated that there is one change to the memo. He stated that we are purchasing a 2-year certification with this system so the annual recertification fee of \$100 is not applicable. He stated the new cost for the Cellebrite system is \$16,925.00. He stated he is recommending approval of the purchase of the Cellebrite system at a cost of \$16,925.00 from funds in the 2022 Capital Improvements Plan.

Alderson Stevenson asked for clarification on the funding sources. Chief Olson stated that we are using 2022 and 2023 funds. He stated that the 2022 annual subscription is included in this package. He stated that we would like to also purchase the 2023 annual subscription with 2022 funds to save money because the price will most likely increase in 2023.

Alderson Hillstrom asked if we will be training someone in a back-up capacity. Chief Olson stated that he intends to have several officers to be trained.

Alderson Stevenson asked that Chief Olson look into whether department staff can train officers in the future or if attending the course certification is mandatory.

Report  
Following discussion, **Motion/Seconded/Carried Lang/Stevenson to recommend Council approve the City of Neenah Police Department purchase the Cellebrite System at a cost of \$16,925.00 using 2022 Capital Improvement Program funds.** All voting aye.

#### Neenah Parks Triathlon

Director Kading stated that this the same blueprint as the 2021 event. He stated that the event was very successful last year.

C.A. Following discussion, **Motion/Second/Carried Lendrum/Lang to recommend the Council approve the Street Use Permit for the Kids Triathlon, sponsored by City of Neenah Parks & Recreation Department, Neenah WI, to be held on August 6, 2022.** All voting aye.

Approval of Special Assessment Report-Installation of Sanitary Sewer Laterals and Water Service Construction on Grove Street, Dieckhoff Street, and S. Commercial Street

Following discussion **Motion/Second/Carried Stevenson/Lendrum to authorize the Chairman to sign the assessment report for Preliminary Resolution 2021-01: for installation of sanitary sewer laterals and water service construction on S. Commercial Street, Dieckhoff Street and Grove Street.** All voting aye.

Discontinuous Sidewalk on Overlay Streets

Director Kaiser stated that staff is looking for committee input on completing sidewalk installation on a group of streets programmed for resurfacing on the west side of the city. Director Kaiser stated that in this area, we have several streets where sections of sidewalk are missing and are not continuous. He stated that all of these streets will have water main installation, street resurfacing, spot curb and gutter repair and replacement of existing damaged sidewalks.

Director Kaiser stated that staff wanted to make the committee aware to see if there is interest in pursuing the installation of the remaining sidewalks as outlined in the memo as part of this year's contract.

Aldersperson Stevenson asked when was the last time there has been open dialogue between the city and the school district regarding safe sidewalk routes to schools. Director Kaiser stated that it has been awhile.

Aldersperson Stevenson stated this might be a good opportunity for that dialogue. He stated we need to find out who, and potentially how many, may use the sidewalks.

Aldersperson Stevenson asked Director Kaiser if the completion of sidewalk is a policy or an ordinance. Director Kaiser stated it is a policy.

Aldersperson Lang asked if there is a deadline for letting staff know the committee's decision. Director Kaiser stated this project will go out for bid on March 2, 2022.

Director Kaiser stated he will discuss with Traffic Engineer Merten and also mention it at the Public Informational meeting that is set for February 2, 2022 for any residents that attend from these streets.

Public Works General Construction and Department Activity

- 1) Contract 3-20 (Street - Van, Monroe, Gillingham)
  - a) Gillingham, Van, Monroe, Cavalry – Work is complete.
  - b) Shootingstar – The Shootingstar extension has been graded and graveled. Grading on Armstrong Street and paving on both will be done in spring.
- 2) Contract 1-21 (Marathon Av) – Work is complete. Final quantities are being calculated.
- 3) Contract 2-21 (Fairview, Laudan) - Work is complete. Final quantities are being calculated.
- 4) Contract 3-21 (Winneconne, Washington, Olive, Isabella) – Work is complete. Final quantities are being calculated.
- 5) Contract 4-21 (Epoxy Pavement Marking) – About 75% of the work under this contract has been completed. The remaining work will be carried over to next year.
- 6) Contract 5-21 (Misc. Asphalt Repairs) – Work is complete. Final quantities are being calculated.
- 7) Contract 6-21 (Misc. Concrete Pavement, Sidewalk Repairs) – Work under this contract was not completed. The remaining work is primarily sidewalk repair within the target area. That will be carried over to next year.
- 8) Contract 7-21 (Harrison Pond) – Pond excavation is ongoing. The current level of excavation is roughly at the finished static water level of the pond. Most of the storm sewer installation is complete. Due to environmental concerns, more low-hazard soil was hauled to the Arrowhead Park site than was anticipated in the bid. That haul has a higher unit price than common excavated material. However, less contaminated soil needed to be landfilled than was originally estimated.
- 9) Contract 8-21 (Jewelers Park Drive Trail) – Pile placement for the boardwalk started the week of January 3.
- 10) Contract 1-22 (Primrose, Meadow, Honeysuckle, Green Acres, Wild Rose, Frederick utilities) – Plans are being prepared.
- 11) Contract 2-22 (Grove, Dieckhoff) – Plans are being prepared.
- 12) Contract 3-22 (Primrose, Meadow, Honeysuckle, Green Acres, Wild Rose, Frederick, Apple Blossom, Farm Ridge, Cherry, Blueberry, Fresh Air Park, Southview basketball court paving) – Plans are being prepared.
- 13) Contract 4-22 (S. Commercial Street sanitary sewer) - Design work is ongoing.
- 14) Contract 5-22 (CB/JJ utilities) – Plans are being prepared for sanitary sewer and water utility adjustments to be done prior to construction of the roundabout project.
- 15) Drop-Off Center Metal Collection – Proposals are being evaluated for providing metal collection service for the drop-off center. An RFP is being prepared to provide

refuse and recycling collection service at the drop-off center. The committee discussed drop-off site center operationsm

Announcements/Future Agenda Items

None

Adjournment: **Motion/Second/Carried Hillstrom/Bates to adjourn at 8:34 PM.** All voting aye.

Respectfully submitted,

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

Lisa Mroczkowski  
Public Works Officer Manager



## Department of Parks & Recreation

---

**TO:** Mayor Kaufert, Chair Bates, and Members of the Public Services and Safety Committee

**FROM:** Michael T. Kading, Director of Parks & Recreation *mk*

**DATE:** December 21, 2021

**RE:** 2022-2026 Comprehensive Outdoor Recreation Plan (CORP)

The purpose of the CORP is to solicit community feedback in preparing a document that bench marks the Parks and Recreation current status with future outcomes while providing guidance for development and outlining projects that may be grant eligible.

Over the course of 2021 the Parks and Recreation Department and Commission has been working to revise and update the CORP. Work included conducting a public survey, commissioner park review, staff review of current state and national bench mark mechanisms.

The document includes:

- A comprehensive list of recreation resources (Chapter 3)
- A review of accessible parklands vs inaccessible parklands (Chapter 4)
- Comparisons of National / Local Bench Marks (Chapter 4)
- New to the CORP is a list of accomplishments found on pages 6-1 – 6-2.
- Recommendations (Chapter 6 & 7) include continuing to implement the Capital Improvement Plan, review of new parklands in areas of the city that are void of parklands and new subdivisions

A previous email has been sent with a link to the draft plan on the city's web site or follow the provided link below. If you would like a hard copy please contact our department.

[https://www.ci.neenah.wi.us/wp-content/uploads/2021/12/DraftPlan\\_CNeenahCORP2022\\_2026\\_Dec2021PrintWithMapsV2.pdf](https://www.ci.neenah.wi.us/wp-content/uploads/2021/12/DraftPlan_CNeenahCORP2022_2026_Dec2021PrintWithMapsV2.pdf)

The Parks and Recreation Commission has reviewed and recommends adoption of the 2022 – 2026 Comprehensive Outdoor Recreation Plan.

**Suggested Action:** Adoption of the 2022 – 2026 Comprehensive Outdoor Recreation Plan

---

*Creating Community Through People, Parks & Programs*



Department of  
Parks & Recreation

**TO:** Mayor Kaufert, Chair Bates, and Members of the Public Services and Safety Committee  
**FROM:** Michael T. Kading, Director of Parks & Recreation  
**DATE:** December 27, 2021  
**RE:** Shattuck Park Construction Administration Agreement

Parkitecture and Planning has submitted a proposed agreement to complete construction administration services for the Shattuck Park concrete and water play feature replacement project in an amount not to exceed \$15,000. Parkitecture and Planning representatives Blake Theisen and Katie McDonald have been instrumental in developing the Shattuck Park plans and were part of the team that oversaw the successful installation of the Washington Park Splash Pad.

The proposed \$15,000 represents 2.8% of the overall project cost.

**Summary of Projected Costs**

Base Bid	\$319,326
Alternative	\$132,759
Equipment	\$84,791
Construction Administration	<u>\$15,000</u>
<b>Total Project Costs</b>	<b>\$551,876</b>

**Summary of Funding**

Carry Forward	\$296,000
2022 CIP	\$100,000
2022 Donation	<u>\$200,000</u>
<b>Total Funding</b>	<b>\$596,000</b>

The Parks and Recreation Commission has reviewed and recommends the agreement with Parkitecture and Planning to complete Construction Administration Services in an amount not to exceed \$15,000.

**Suggested Action:** Motion to accept agreement with Parkitecture and Planning to complete the Construction Administrative Services for the Shattuck Park Redevelopment project in an amount not to exceed \$15,000.

---

*Creating Community Through People, Parks & Programs*

December 9, 2021

Mike Kading  
Director of Parks and Recreation  
City of Neenah  
211 Walnut Street  
Neenah, WI 54956



RE: Shattuck Park Splashpad Post Design Assistance

Dear Mike:

Thank you for the opportunity to provide this proposal for post design assistance for the Shattuck Park fountain replacement. Your continued confidence in the Parkitecture + Planning team is not taken lightly. We are excited to see this project through to fruition.

We will provide you with the support needed to successfully oversee the implementation of the redesign of this important public space. This project will not only fix some of the existing water ponding issues, but provide the public with a much improved aquatic recreational amenity.

The project schedule is anticipated to begin construction in spring of 2022 and conclude by June of 2022.

Thank you very much for this opportunity!

Sincerely,

A handwritten signature in black ink, appearing to read 'Blake Theisen', written in a cursive style.

Blake Theisen, PLA, ASLA  
Principal

**Parkitecture + Planning**

901 Deming Way, Suite 102  
Madison, WI 53717

E [blake@parkitecture.org](mailto:blake@parkitecture.org)  
P 608.886.6808

## SCOPE OF SERVICES

### Post Design Assistance

- ◆ Construction Administration
  - Modify original design plans to incorporate minor plan and specification changes
  - Repackage the design plans for bidding release
  - Facilitate bid opening and provide bid tabulation
  - Attend and facilitate regular construction meetings
  - Review submittals and shop drawings for design elements of the project
  - Monitor contractor compliance with issued permits and contract documents
  - Administer contractor pay requests
  - Assist with splashpad commissioning
  - Complete final walk-through and punch list at completion of project
  - Provide closeout documentation at completion of project (contractor as-builts and O/M manuals)

<b>OUTCOMES</b>	
<b>Meetings</b>	
#1	Facilitate Bid Opening
#2 – #9	Facilitate Construction Meetings (8 anticipated)
#10	Attend Splashpad Commissioning
#11	Final walk-through & punch list
<b>Construction Administration Documentation</b>	
#1	Bid Tabulation & Recommendation Memo
#2	Construction Meeting Agendas, Meeting Minutes & Progress Photos (8 meetings anticipated)
#3	Review Submittals & Shop Drawings
#4	Administer contractor pay requests
#5	Final walk-through punch list
#6	Project closeout documents (contractor as-builts and O/M Manuals)

#34044

## TERMS AND CONDITIONS

### **Payment Terms**

Progress invoices will be sent monthly or as otherwise discussed for work completed; payment of invoices is due within 30 days after receipt. Parkitecture + Planning (P+P) shall reserve the right to stop work or withhold deliverables until payment is current.

### **Reimbursable Expenses**

Reimbursable expenses will be billed at cost plus five percent (5%) unless otherwise included in the fixed fee. Mileage shall be charged at the current Federal rate unless otherwise included in the fixed fee.

### **Ownership of Documents**

Upon the making of final payment, as required by this Agreement, the Client shall assume ownership of the deliverables as described above. Use of the documents without further involvement of P+P shall be at the sole risk of the Client. The Client shall defend, indemnify and hold harmless P+P, sub-consultants, and the agents, officers, Principals, and employees of each from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or resulting from such use of the documents.

### **Limitation of Liability**

In recognition of the relative risks and benefits of the project to both the Client and P+P, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of P+P. This applies to any and all allegations, claims, losses, costs, damages of any nature, or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of P+P shall not exceed the total fee for services rendered under this contract.

### **Authorization and Notice to Proceed**

Signing of this document signifies an agreement to the fees and serves as authorization to commence work. If the terms in this fee proposal are acceptable, please sign and return one a signed copy to P+P.

### **Schedule**

Work provided under this Agreement shall commence upon receipt of a signed copy of this document. P+P shall work with Client to meet specified deadlines within a reasonable expectation.

### **Client's Responsibilities**

Client shall provide P+P with all relevant information for the project including but not limited to program statement, prior design files, subsurface exploration information, utility plans, current survey documents (AutoCAD format), and any other past planning documents. Client will review incremental progress documents and provide feedback to P+P in a timely manner. Client shall bear responsibility for any costs and or loses arising from discovery of unforeseen conditions or inaccuracies of existing condition documents.





Department of  
Parks & Recreation

**TO:** Mayor Kaufert, Chair Bates, and Members of the Public Services and Safety Committee  
**FROM:** Michael T. Kading, Director of Parks & Recreation  
**DATE:** December 27, 2021  
**RE:** Kimberly Point Phase 1 Design and Engineering

*MAK*

The Parks and Recreation Department / Commission has completed a master plan study to consider shoreline erosion and ongoing fishing deck damage caused by acts of nature, ADA restroom accessibility in the lighthouse and vehicle, bike and pedestrian movement through the park.

The proposed Phase 1 includes vehicle, pedestrian and bicycle movement and was approved in the 2022 Capital Improvement Plan. The plan is to extend the Lakeshore Ave trail through the park, and connect to a future sidewalk on the west side of the park and address vehicle movement in the park.

In accordance to the archaeological findings from the redevelopment of Lakeshore Ave and trail staff will also recommend engaging an archaeological firm to assist in the development phase (separate contract).

**Project Time Frame:**

Approval	December / January
Design, Engineering and permitting	February – June
Bidding	July
Field Study (separate contract)	July / August
Award	August
Construction	September 19 - October

**Summary of Current Proposed Costs**

<u>Design and Engineering</u>	\$16,140
Archaeological Steps 1 and 2	\$3,200

**Summary of Funding**

2022 CIP	\$175,000
----------	-----------

The Parks and Recreation Commission has reviewed and recommends the agreement with Parkitecture and Planning to complete Design and Engineering Services for Kimberly Point Phase 1 in an amount not to exceed \$16,140.

**Suggested Action:** Motion to accept agreement with Parkitecture and Planning to complete the Design and Engineering Service for Kimberly Point Phase 1 in the amount not exceed \$16,140.

*Creating Community Through People, Parks & Programs*

October 19, 2021

Mike Kading  
Director of Parks and Recreation  
City of Neenah  
211 Walnut Street  
Neenah, WI 54956



Dear Mike:

Thank you for the opportunity to provide this proposal for design assistance for the Phase 1 of the Kimberly Point Park. Following the conceptual planning stage, the first phase will implement the multi-modal trail network throughout the park and reconfigure the north parking area. This will build on the recent roadway replacement and trail project to provide connectivity within the rest of the park. The general scope shall follow the Exhibit 2 dated 9/10/21 as included in the Conceptual Study Summary Report.

We will provide a schematic layout for approval, and plans/details documents for bidding. The City will use their specifications and contract documents as well as solicit bids. The anticipated schedule includes design during the winter of 2021/22 and construction in the fall of 2022. Construction Administration/Post Design Assistance may be added as an additional service assuming favorable bidding.

Thank you very much for this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read 'Blake Theisen', written in a cursive style.

Blake Theisen, PLA, ASLA  
Principal

Parkitecture + Planning  
901 Deming Way, Suite 102  
Madison, WI 53717

E [blake@parkitecture.org](mailto:blake@parkitecture.org)  
P 608.886.6808

## SCOPE OF SERVICES

### Design Assistance

- ◆ Prepare design development plans for initial review. This will be accompanied by a table of estimated quantities.
- ◆ Prepare construction plans for City use. Elements to be addressed include:
  - Demolition plan
  - Parking lot and bumpout layout plan
  - Trail alignment and layout plan
  - Detour/closure plan
  - Site grading and erosion control plan
  - Restoration plan
  - Construction details
- ◆ Attend virtual review meetings with City Staff.
- ◆ Develop opinion of probable construction costs.
- ◆ Coordinate with arch/historic consultant (under separate contract) during design.
- ◆ Prepare final construction documents (plans and special provisions) for public bidding by City.
- ◆ Answer bidder questions as needed.

OUTCOMES		
<b>Construction Documents</b>		
#1	Design Development Drawings	11x17 pdf
#2	Estimate of Probable Construction Costs	8.5x11 pdf
#3	Construction Plans and Special Provision Specifications	11x17 pdf

### Responsibilities of Owner and Others

The City shall supply Parkitecture with any existing plans and soil reports if available for use in matching grades with the proposed project improvements. A topographic survey file shall be provided by the City.

### Proposed Fee

For completion of the scope of services presented above, our proposed fees are broken down by task. **Design Assistance \$16,140**

The fees identified above shall be fixed unless substantial changes in the scope of work occur. P+P shall notify Client of substantial changes to the agreed upon scope of work and obtain approval prior to commencement of additional work. Refer to Terms and Conditions for billing and payment information.

Signature below shall serve as notification to proceed.

Accepted by:

Date:

\_\_\_\_\_  
City of Neenah

## **TERMS AND CONDITIONS**

### **Payment Terms**

Progress invoices will be sent monthly or as otherwise discussed for work completed; payment of invoices is due within 30 days after receipt. Parkitecture + Planning (P+P) shall reserve the right to stop work or withhold deliverables until payment is current.

### **Reimbursable Expenses**

Reimbursable expenses will be billed at cost plus five percent (5%) unless otherwise included in the fixed fee. Mileage shall be charged at the current Federal rate unless otherwise included in the fixed fee.

### **Ownership of Documents**

Upon the making of final payment, as required by this Agreement, the Client shall assume ownership of the deliverables as described above. Use of the documents without further involvement of P+P shall be at the sole risk of the Client. The Client shall defend, indemnify and hold harmless P+P, sub-consultants, and the agents, officers, Principals, and employees of each from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or resulting from such use of the documents.

### **Limitation of Liability**

In recognition of the relative risks and benefits of the project to both the Client and P+P, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of P+P. This applies to any and all allegations, claims, losses, costs, damages of any nature, or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of P+P shall not exceed the total fee for services rendered under this contract.

### **Authorization and Notice to Proceed**

Signing of this document signifies an agreement to the fees and serves as authorization to commence work. If the terms in this fee proposal are acceptable, please sign and return one a signed copy to P+P.

### **Schedule**

Work provided under this Agreement shall commence upon receipt of a signed copy of this document. P+P shall work with Client to meet specified deadlines within a reasonable expectation.

### **Client's Responsibilities**

Client shall provide P+P with all relevant information for the project including but not limited to program statement, prior design files, subsurface exploration information, utility plans, current survey documents (AutoCAD format), and any other past planning documents. Client will review incremental progress documents and provide feedback to P+P in a timely manner. Client shall bear responsibility for any costs and or loses arising from discovery of unforeseen conditions or inaccuracies of existing condition documents.



Department of  
Parks & Recreation

**TO:** Mayor Kaufert, Chair Bates, and Members of the Public Services and Safety Committee  
**FROM:** Michael T. Kading, Director of Parks & Recreation  
**DATE:** December 27, 2021  
**RE:** Kimberly Point Phase 1 Archaeological Agreement

In accordance to the archaeological findings from the redevelopment of Lakeshore Ave and trail, staff recommends engaging UW-Milwaukee to assist in the development and permitting phase.

Staff has recommended and representatives from UW –Milwaukee agree to only complete Step 1 (design consult) and 2 (permitting) at this time. A separate agreement and approval will be needed moving forward for field study and on site construction monitoring

**Project Time Frame:**

Approval	December / January
Design, Engineering and permitting	February – June
Bidding	July
Field Study (separate contract)	July / August
Award	August
Construction	September 19 - October

**Summary of Current Proposed Costs**

Design and Engineering	\$16,140
<u>Archaeological Steps 1 and 2</u>	<u>\$3,200</u>

**Summary of Funding**

2022 CIP	\$175,000
----------	-----------

The Parks and Recreation Commission has reviewed and recommends the agreement with UW-Milwaukee to complete Archaeological Services Steps 1 and 2 for Kimberly Point Phase 1 in an amount not to exceed \$3,200.

**Suggested Action:** Motion to accept agreement with UW-Milwaukee to complete the Archaeological Services Steps 1 and 2 for Kimberly Point Phase 1 in the amount not exceed \$3,200.

---

*Creating Community Through People, Parks & Programs*



Archaeological Research Laboratory  
Center  
*Cultural Resource Management*

November 5, 2021

Michael Kading  
Director of Parks and Recreation  
City of Neenah Parks & Recreation Dept  
(920) 886-6062

Sabin Hall, Rm 290  
PO Box 413  
Milwaukee, WI  
53201-0413  
414-229-3078  
[www.uwm.edu](http://www.uwm.edu)  
[www.uwm.edu/archaeology-laboratory/](http://www.uwm.edu/archaeology-laboratory/)

**RE: Kimberly Point Park Improvements**  
City of Neenah Parks & Recreation Dept  
Winnebago County, Wisconsin  
UWM-CRM 2021-0780

Dear Mr. Kading,

The Cultural Resource Management program (Archaeological Research Laboratory Center) at the University of Wisconsin-Milwaukee (UWM) is pleased to offer a scope of work and estimated cost to conduct cultural resource investigations for the above referenced project.

The City of Neenah Parks & Recreation Department is planning to add improvements to Kimberly Point Park in the City of Neenah. The proposed improvements (hereafter, Project) include the installation of a multi-use trail around the park near the shore of Lake Winnebago, bump outs from the parking lot to the trail, and a sidewalk on the west side of the park along N. Park Ave. The linear measurement of the trail, bump outs, and sidewalk is approximately 1100 linear feet (384 linear meters).

The project area falls within the Entire Road archaeological site (47WN0562/BWN-0213), an expansive pre-contact Native American village and cemetery that encompasses Neenah Point (Haas et al. 2021; Mason 1994; Sterner and Haas 2020). The site is protected under Wis. Stats. §157.70 as an uncatalogued burial site, with portions of the site that have been catalogued. Previous archaeological investigations were conducted in Kimberly Point Park and along Lakeshore Avenue, which runs south of the park along the west shore of Lake Winnebago. These investigations have demonstrated the presence of an expansive pre-contact American Indian village (circa AD 900 to 1650) that remains largely intact beneath a layer of surficial fill and former plowzone horizon. Given that cultural features, including burials, were encountered in intact soils below a shallow plowzone along Lakeshore Avenue and in the Park in 2019 and 2020, the probability of encountering similar cultural deposits within the Kimberly Point Park Improvements project area is very high.

### Authority

As the project is coincident with the uncatalogued portion of the catalogued burial site Entire Road (47WN0562/ BWN-0213), the project is subject to Wisconsin Statutes §157.70. The methods and techniques used during the study will follow those standards promulgated in the *Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation* and the *Guide for Public Archaeology in Wisconsin*. Federal and/or state (example, WisDNR) funding/permitting is not anticipated for the project. As such, this scope does not address cultural resource compliance activities relative to Section 106 of the National Historic Preservation Act and/or Wis. Stat. §44.40.

### Scope of Work

Given the presence of burial site 47WN0562/ BWN-0213 Entire Road (catalogued and uncatalogued) and to address compliance requirements pertaining to Wis. Stats. §157.70, the following work plan is proposed for the project. The work plan is designed to identify burial features that may be impacted by the Project as well as to prioritize preservation in place of identified/potential burial features and archaeological deposits.

- (1) **Design Consultation.** UWM will work closely with the project design team to minimize the overall footprint of ground disturbance associated with the project, especially with regard to the maximum depth of disturbance. Previous archaeological investigation within the park area suggest that the cultural deposits are beneath approximately 30 cm (11.8 in) of fill.
- (2) **Permitting and Wisconsin Historical Society Consultation.**
  - a. **Request to Disturb Documentation.** UWM will secure permission from the Wisconsin Historical Society (WHS) both to conduct archaeological investigations within the burial site, as required by Wis. Stats. §157.70, as well as for the City's construction related activities.
  - b. **Burial Contract.** Given the high probability of encountering human remains and burial related features, we are anticipating that the WHS will require the completion of a "Burial Contract" as a pre-emptive measure. UWM will prepare the burial contract; This document will include an inadvertent discovery protocol and treatment plan (see 5, below). The inadvertent discovery protocol and treatment plan will align with the documentation prepared for the Lakeshore Avenue street reconstruction project. This approach prioritizes preservation in the place over burial excavation and re-internment.
  - c. **Wisconsin Public Lands Permit.** UWM will also secure a Public Lands Permit, signed by the property owner (City of Neenah) and submitted to the WHS, for archaeological investigations on municipal lands (Wis. Stats. §44.40).
- (3) **Investigation of the Final Designed Project Area (Pre-Construction).** UWM will conduct archaeological investigations within the project area in advance of the construction activities to identify burial related features that may be impacted by the project. The archaeological field investigations will consist of mechanical stripping of the construction footprint to the depth needed for the project (heavy equipment provided by the City) to identify cultural features. If cultural features are identified, then they will be further excavated to assess whether or not they are burials and/or burial related features. If the project construction activities would extend to a depth that would impact the archaeological deposits, we estimate approximately that 300 cultural features could be present in the project area. Materials recovered during the investigations would be inventoried and analyzed, with all investigations documented in a formal report.
- (4) **Monitoring.** Prior to construction activities, UWM will secure permission for the construction work within the burial site from the WHS, as required by Wis. Stats. §157.70. A condition of

the WHS permission is monitoring by a Qualified Archaeologist during construction. During ground disturbing construction related activities, UWM will provide a Qualified Archaeologist to monitor the activities. The monitoring activities are documented in a technical report, submitted to the Wisconsin Historical Society.

- (5) **Inadvertent Discoveries and Consultation.** If human remains and/or burial features are encountered during the project, UWM will consult with the City, WHS, and Native American Tribes to facilitate the process for inadvertent discoveries under Wis. Stats. §157.70, and following the Inadvertent Discovery and Treatment Plan completed in (2) above.

### Estimated Costs

The estimated costs for the project are provided below.

The estimated costs are as follows:

Design Consult	\$2,000
Permitting	\$1,200
Field Investigations (up to 300 features), Analysis & Report	\$TBD <sup>1</sup>
Monitoring & Report	\$5,000
Inadvertent Discoveries & Consultation	TBD <sup>2</sup>

<sup>1</sup>estimated cost is \$75,000 to \$141,000 dependent on total number of features identified.

<sup>2</sup>estimated cost is \$2,000 per burial.

The official institution name used in contracts, grants, and other official agreements is: The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee. If awarded, we respectfully request the ability to negotiate the terms and conditions from the sponsor. Please note that as an agency of the State of Wisconsin and an academic institution the following conditions are required:

1. We are self-insured under secs. 895.46, 893.82 and 20.505(2)(k) of the Wisconsin Statutes.
2. We are not permitted, by law, to indemnify or defend any sponsor.
3. We require the right to publish or use information, data, writings, or materials resulting from research for educational and research purposes.

If you would like a copy of our standard research agreement to review our language in more detail, please feel free to visit [UWM Standard Terms and Conditions](#).

If there are questions or concerns regarding the scope of work, or to further discuss the project, please do not hesitate to contact me at (414) 251-7061 or at [sethas@uwm.edu](mailto:sethas@uwm.edu).

Sincerely,



Seth A. Schneider, Ph.D., RPA

Principal Investigator

And

Jennifer R. Haas, Ph.D., Director

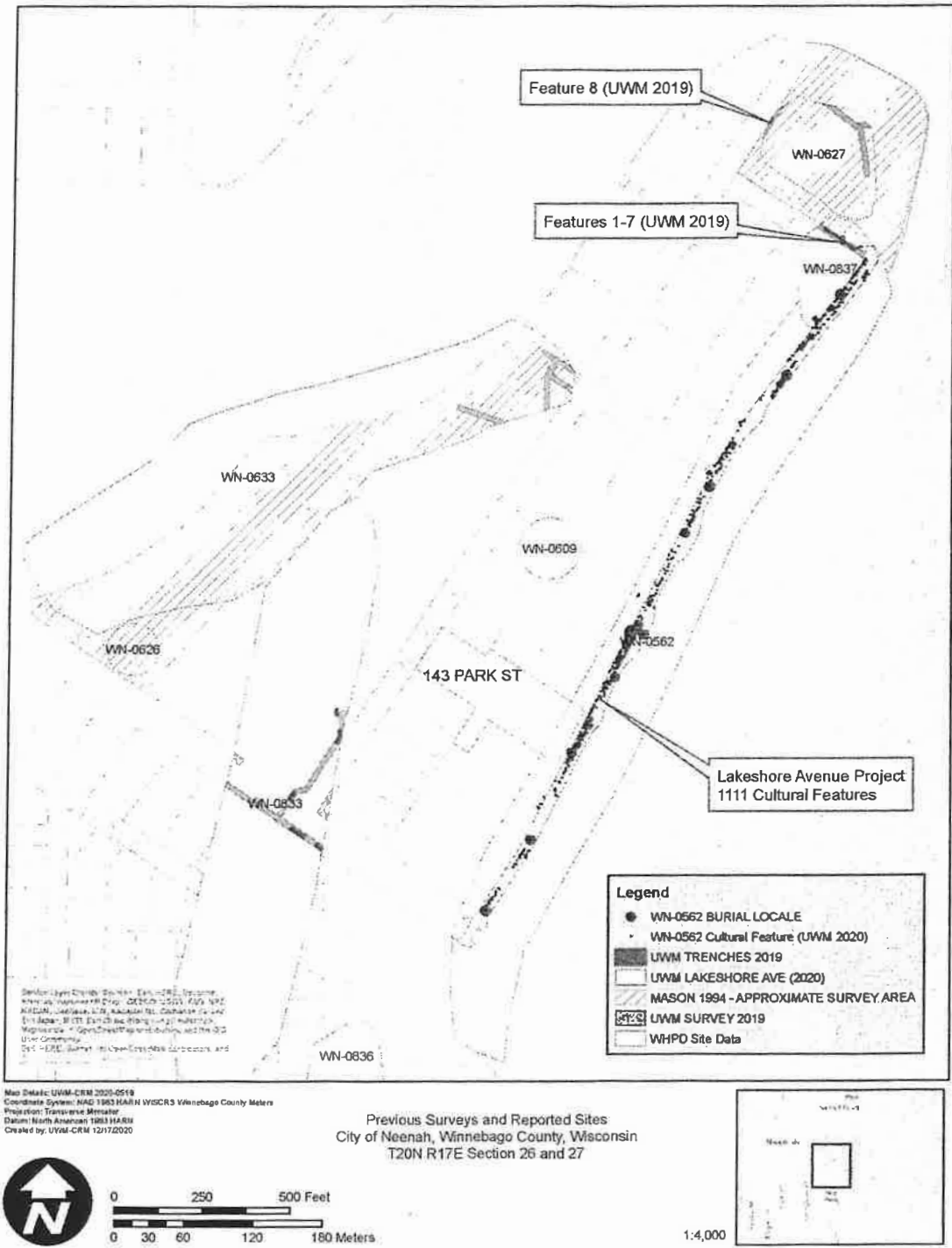
### References Cited

Haas, Jennifer R., Kerri A. Christensen, Seth A. Schneider, and Megan E. Thornton  
2021 *Results of the Archaeological Investigations Along Neenah's Lakeshore Avenue: The Cemetery and Related Contexts Entire Road Site (47WN0562 BWN-0213) Winnebago County, Wisconsin*. Report of Investigations No. 561, Archaeological Research Laboratory, University of Wisconsin-Milwaukee, Milwaukee, Wisconsin.

Mason, Carol L.  
1994 *The 1993 Fur Trade Era Survey of the Fox River Corridor in Northeastern Wisconsin*. Reports of Investigations Number 5, Archaeology Laboratory, University of Wisconsin-Oshkosh. Oshkosh, Wisconsin.

Sterner, Katherine M. and Jennifer R. Haas  
2020 *Archaeological Mitigation for the Neenah Phase 4 Project, 47WN0627, 47WN0833, and 47WN0837, Winnebago County, Wisconsin*. Report of Investigations No. 561, Archaeological Research Laboratory, University of Wisconsin-Milwaukee, Milwaukee, Wisconsin.

Attachment 1. Previous Archaeological Survey within and adjacent to Kimberly Point Park



**Titletown Drones**  
 4771 Michelle Drive  
 Suamico, WI 54173 US  
 +1 9206194164  
 accounts@titletowndrones.com



## Estimate

### ADDRESS

Capt Tom Van Sambeek  
 Neenah Police Department  
 2111 Marathon Ave.  
 Neenah, WI 54956

### SHIP TO

Capt Tom Van Sambeek  
 Neenah Police Department  
 2111 Marathon Ave.  
 Neenah, WI 54956

ESTIMATE # 1505

DATE 12/28/2021

EXPIRATION DATE 01/28/2022

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
12/28/2021	<b>DJI Mavic 2 Enterprise Advanced Public Safety Bundle</b>	DJI Mavic 2 Enterprise Advanced complete starter package	1	7,179.00	7,179.00
	<b>DJI Mavic 2 Enterprise Advanced</b>	DJI mavic 2 Enterprise Advanced Drone with thermal	1	6,500.00	
	<b>DJI Self Heating Battery for Mavic 2 Enterprise</b>	Intelligent flight battery for the Mavic 2 Enterprise series. Includes heating feature. Genuine DJI product.	3	189.00	
	<b>3 Port Rapid Charger for Mavic 2</b>	Charges up to 3 batteries simultaneously at up to 70 watts per channel. Includes 2 USB ports for peripheral devices.	1	53.00	
	<b>DJI Mavic 2 Low-Noise Propeller</b>	Compatible with all Mavic 2 series aircraft including Mavic 2 Enterprise, Mavic 2 Pro, Mavic 2 Zoom	2	15.00	
	<b>Sandisk Extreme 128G Micro SD memory Card</b>	San Disk Extreme 128 High Speed Micro SD memory card. Ideal for drones.	1	29.00	

Quote is valid for 30 days. If this quote is expired, please contact me for an updated quote. Thank you.

SUBTOTAL	7,179.00
TAX	0.00
<b>TOTAL</b>	<b>\$7,179.00</b>

Cellebrite Inc.  
7 Campus Drive  
Suite 210  
Parsippany New Jersey 07054  
United States



**Cellebrite**

Digital intelligence  
for a safer world

Tel. +1 800 942 3415  
Fax. +1 201 848 9982  
Tax ID#: 22-3770059  
DUNS: 033095568  
CAGE: 4C9Q7  
Company Website:  
<http://www.cellebrite.com>

## Quote

**Quote#** Q-223674-1  
**Date:** Nov 18, 2021

### Billing Information

Neenah Police Department  
2111 Marathon Avenue  
Neenah, Wisconsin 54956  
United States  
**Contact:** Austin Riska  
**Phone:** 7158512369

### Delivery Information

Neenah Police Department  
2111 Marathon Avenue  
Neenah, WI 54956  
United States  
**Contact:** Austin Riska  
**Phone:** 7158512369

Click [here](#) to process with Credit Card payment

By clicking the link above and accepting this quote,  
You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00049478	Dec 18, 2021	Net 30	USD	Nick Piacenza

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price
B-UFD-10-001	UFED 4PC Ultimate Subscription	1	Nov 18, 2021	Nov 17, 2022		6,100.00	6,100.00
F-KAS-00-001	UFED Dongle Kit	1				75.00	75.00
F-UFD-05-003	UFED 4PC HW Kit	1				600.00	600.00

SubTotal	USD 6,775.00
Shipping & Handling	USD 0.00
Sales Tax (0.00%)	USD 0.00
<b>Total</b>	<b>USD 6,775.00</b>

Comments:

Terms and conditions:

- Freight Terms: FCA
- Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- Quote is subjected to regulation approval.
- General: Purchases of any products sold by Cellebrite are governed by <http://legal.cellebrite.com/us/index.html>
- EULA: Software is licensed by Cellebrite in accordance with an end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
- Advanced Services (CAS): Purchases of Cellebrite Advanced Services are governed by <http://legal.cellebrite.com/CB-us-us/index.html>.
- Premium: The following terms apply only to the following products: Cellebrite Premium <http://legal.cellebrite.com/intl/PremiumUS.htm>
- Pathfinder: <https://legal.cellebrite.com/AE-Addendum.html>
- Training Services: Subject to the terms and conditions at <http://legal.cellebrite.com/intl/Training.htm>
- SaaS: <https://legal.cellebrite.com/Cellebrite-SaaS-Terms-of-Service-October-18-2021.htm>

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

Quote Number: Q-223674-1

Prepared by Nick Piacenza

Page 1 of 2

\*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Order on behalf the engaging company ("Company"), and I hereby approve that my signature is legally binding upon the Company. By signing this Order I hereby confirm and approve that the terms and conditions with respect to the services described in this Order are the only terms and conditions that apply in this regard, and no other documents and/or forms and/or other terms and conditions shall apply.

**Signature & Stamp:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

Please sign and email to Nick Piacenza at [nick.piacenza@cellebrite.com](mailto:nick.piacenza@cellebrite.com)



## Cellebrite Certified Operator + Cellebrite Certified Physical Analyst

Date: 21 - 25 Feb 2022 Days: Mon-Fri Hours: 9:00 AM - 5:00 PM

Course type: Instructor Led

Region: North America

Location: New Berlin, WI, United States

Capacity: Open

Enroll by: 21 Feb 2022

Log in to see the options to register for this course. If you do not already have an account, create your FREE account. Creating an account does not obligate you to enroll or pay for classes.

[Log in Create Account](#)

The Cellebrite Certified Mobile Examiners Course is designed for the intermediate and advanced investigator / digital forensic examiner. This 5-day course combines the curriculum from the Cellebrite Certified Operator (CCO) and the Cellebrite Certified Physical Analyst (CCPA) Courses providing the participant with an intense exposure to Cellebrite UFED, Physical Analyzer Software and all of the core competencies associated with the examination of mobile devices using Cellebrite's

Tools and methodology. During the course, written exams and practical skill assessments will be administered. After successfully passing these exams, students earn the Cellebrite Certified Operator (CCO) and the Cellebrite Certified Physical Analyst (CCPA) certification credentials. Successful class completion results in a certificate of completion and demonstration of mastery of these concepts is one of the prerequisites for students desiring to take the Cellebrite Certified Mobile Examiner (CCME) certification examination. Students considering the CCME Certification are required to complete the Cellebrite Mobile Forensic Fundamentals (CMFF) course, Cellebrite Certified Operator (CCO) course and the Cellebrite Certified Physical Analyst (CCPA) course.

### **Cellebrite Certified Operator**

Upon successful completion of this class, the student will be able to:

- Install and configure UFED Touch, UFED Touch 2 or UFED 4PC and Physical Analyzer software.
- Exhibit how to open extractions using Physical Analyzer.
- Summarize how to conduct basic searches using Cellebrite Physical Analyzer.
- Outline how to create reports using Cellebrite Physical Analyzer.
- Demonstrate proficiency of the above learning objectives by passing a knowledge test and practical skills assessment with a score of 80% or better.
- Explain the best practices for the on-scene identification, collection, packaging, transporting, examination and storage of digital evidence data and devices.
- Display best practice when conducting cell phone extractions.
- Identify functions used within UFED Touch, UFED Touch 2 or UFED 4PC to perform supported data extractions.

### **Cellebrite Certified Physical Analyst**

Upon successful completion of this class, the student will be able to:

- Conduct advanced mobile device forensic analysis using the UFED Physical Analyzer software.
- Recall techniques used for authentication and validation of data parsed and collected as evidence.
- Identify functions within Physical Analyzer software which allow examination of various types of data.
- Recognize Physical Analyzer's capabilities to generate custom reports in an organized manner.
- Demonstrate proficiency of the above learning objectives by passing a knowledge test and practical skills assessment with a score of 80% or better.

## **Class details**

TRAINING VENUE ADDRESS  
New Berlin Police Department

16300 W. National Avenue

New Berlin, WI 53151

Parking: Park on west side of public safety building. Entrance on southwest corner of PD.

RECOMMENDED AIRPORT(S)

Mitchell International Airport

RECOMMENDED HOTEL(S)

Holiday Inn Express: 15451 W. Beloit Rd. New Berlin, WI

La Quinta Inn & Suites: 15300 W. Rock Ridge Rd. New Berlin, WI



**RESOLUTION NO. 2022-03**

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF  
\$16,230,000 GENERAL OBLIGATION PROMISSORY NOTES,  
SERIES 2022A**

WHEREAS, on December 15, 2021, the Common Council of the City of Neenah, Winnebago County, Wisconsin (the "City") adopted a resolution providing for the sale of general obligation promissory notes for public purposes, including paying the cost of projects included in the City's 2022 Capital Improvement Program (the "Project") and refinancing certain outstanding obligations of the City, specifically, the General Obligation Community Development Bonds, dated June 27, 2012 (the "Refunded Obligations") (the "Refunding");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service savings;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes (the "Notes") for such public purposes and to refinance its outstanding obligations; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell such Notes to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of SIXTEEN MILLION TWO HUNDRED THIRTY THOUSAND DOLLARS (\$16,230,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of SIXTEEN MILLION TWO HUNDRED THIRTY THOUSAND DOLLARS (\$16,230,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2022A"; shall be issued in the aggregate principal amount of

\$16,230,000; shall be dated March 1, 2022; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2022. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on March 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2028 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2022 through 2031 for the payments due in the years 2022 through 2032 in the amounts set forth on the Schedule. The amount of tax levied in the year 2022 shall be the total amount of debt service due on the Notes in the years 2022 and 2023; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Notes in the year 2022.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Notes, amounts levied to pay debt service on the Refunded Obligations or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Notes coming due in 2022 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2022A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies

as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Notes and the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the

Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on March 1, 2022 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded this \_\_\_\_\_ day of January, 2022.

Recommended by: Finance and Personnel  
Committee

CITY OF NEENAH, WISCONSIN

Moved: \_\_\_\_\_

\_\_\_\_\_  
Dean R. Kaufert, Mayor

Passed: \_\_\_\_\_

\_\_\_\_\_  
Charlotte K. Nagel, City Clerk



**RESOLUTION NO. 2022-04**

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF  
\$10,170,000 TAXABLE GENERAL OBLIGATION REFUNDING  
BONDS, SERIES 2022B**

WHEREAS, on December 15, 2021, the Common Council of the City of Neenah, Winnebago County, Wisconsin (the "City") adopted a resolution providing for the sale of taxable general obligation refunding bonds for the public purpose of advance refunding certain outstanding obligations of the City, specifically, the Community Development Authority's Community Development Lease Revenue Refunding Bonds, Series 2013, dated September 10, 2013, maturing in the year 2024 and thereafter (the "Refunded Obligations") (the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service savings;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds (the "Bonds") to refinance its outstanding obligations;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such Bonds on a taxable rather than tax-exempt basis; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell such Bonds to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its bond purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of TEN MILLION ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$10,170,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Bonds aggregating the principal amount of TEN MILLION ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$10,170,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds, Series 2022B"; shall be issued in the aggregate principal amount

of \$10,170,000; shall be dated March 1, 2022; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on September 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2022. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds are not subject to optional redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2022 through 2027 for the payments due in the years 2022 through 2028 in the amounts set forth on the Schedule. The amount of tax levied in the year 2022 shall be the total amount of debt service due on the Bonds in the years 2022 and 2023; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of and interest on the Bonds in the year 2022.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Bonds, amounts available to pay debt service on the Refunded Obligations or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Bonds coming due in 2022 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Refunding Bonds, Series 2022B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. In order to accomplish the purpose for which the Bonds are issued, proceeds of the Bonds shall be transferred to the Escrow Account, as provided below. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously

thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 15. Escrow Agent; Escrow Agreement; Escrow Account. Associated Trust Company, National Association, Green Bay, Wisconsin, is hereby appointed escrow agent for the City, for the purpose of ensuring the payment of the principal of and interest on the Refunded Obligations (the "Escrow Agent").

The Mayor and City Clerk, or other appropriate officers of the City, are hereby authorized and directed to execute an escrow agreement (the "Escrow Agreement") with the Escrow Agent, for the purpose of effectuating the provisions of this Resolution.

The Bond Proceeds allocable to refunding the Refunded Obligations, other than any premium not used for the Refunding and accrued interest which shall be deposited in the Debt Service Fund Account created above, shall be deposited in a refunding escrow account which is hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of retaining the required amount of cash, if any, and acquiring the United States obligations provided for in the Escrow Agreement.

Section 16. SLGS Subscriptions. The Escrow Agent and appropriate officers and agents of the City are authorized to submit subscriptions for United States Treasury Securities -

State and Local Government Series and to purchase other U.S. government securities on behalf of the City in such amount as is necessary in order to carry out the Refunding.

Section 17. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on December 1, 2023 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with the Escrow Agent to cause timely notice of redemption, in substantially the form to be attached to the Escrow Agreement (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded this \_\_\_\_\_ day of January, 2022.

Recommended by: Finance and Personnel  
Committee

CITY OF NEENAH, WISCONSIN

Moved: \_\_\_\_\_

\_\_\_\_\_  
Dean R. Kaufert, Mayor

Passed: \_\_\_\_\_

\_\_\_\_\_  
Charlotte K. Nagel, City Clerk



*Information Systems*  
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426  
Phone 920-886-6174 • e-mail: jwenninger@ci.neenah.wi.us  
JOSEPH L. WENNINGER  
INFORMATION SYSTEMS DIRECTOR

---

## M E M O R A N D U M

---

**DATE:** Wednesday, January 5, 2022  
**TO:** Chairperson Erickson and Members of the Finance and Personnel Committee  
**FROM:** Joseph L. Wenninger, Information Systems Director  
**RE:** Purchase and Installation of Security Cameras for Downtown (Smart Cities)

---

**I am looking for authorization to enter into an agreement with One Source Technologies to provide IP Cameras, licensing, cabling materials and labor for an implementation along Wisconsin Avenue at a cost not to exceed \$16,500.00 with the funding source being Smart Cities funds approved in Information Systems 2020 Capital Equipment Budget.**

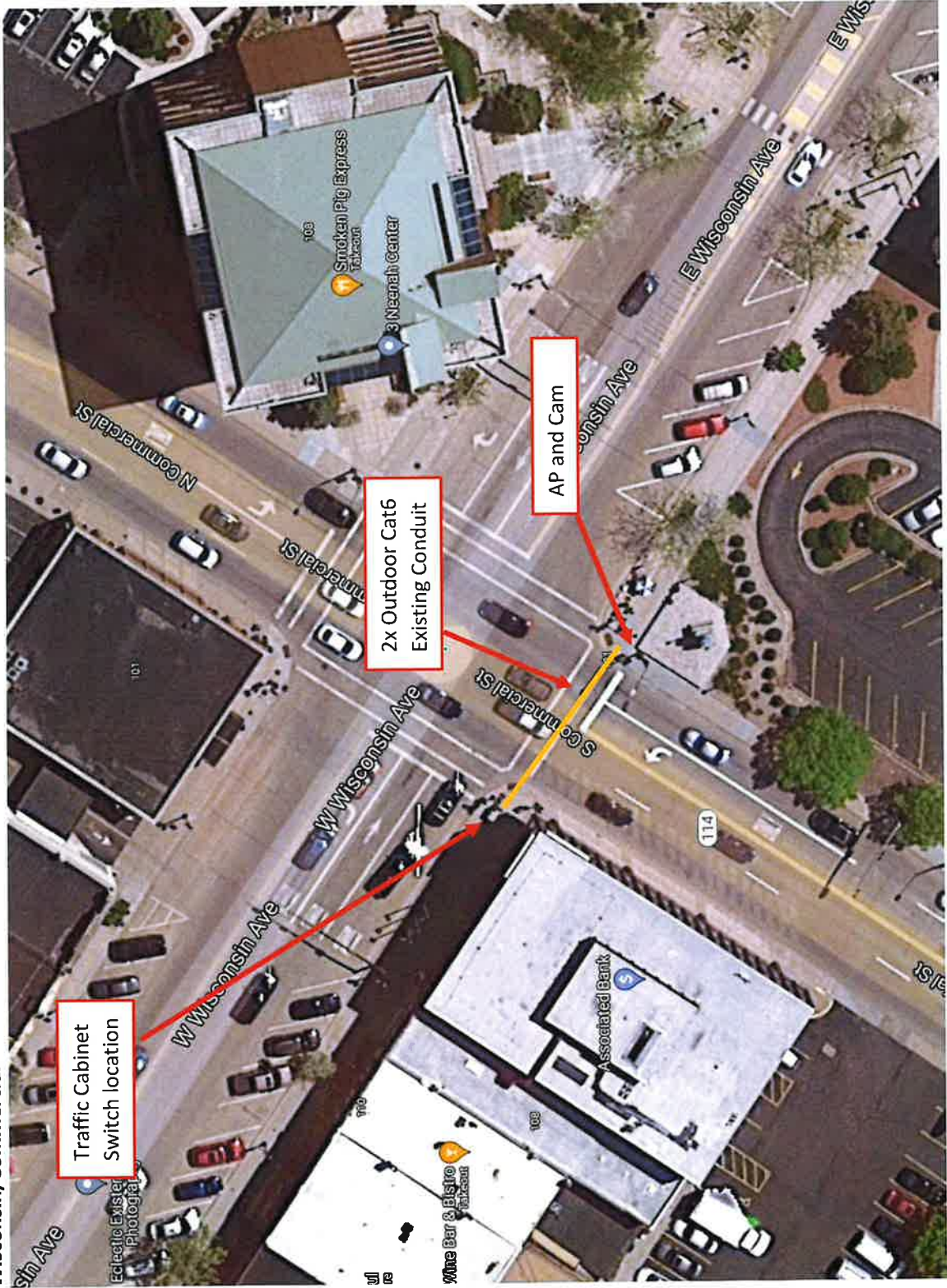
As you are all aware security camera implementation at strategic locations has been an element of the Smart Cities initiative since its inception. After several discussions with Police Department staff, downtown businesses and One Source Technologies, staff and I feel the following implementation plan provides the best coverage of Wisconsin Avenue between Commercial Street and Main Street:

- 1 IP 360° camera located at the intersection of Commercial/Wisconsin
- 1 IP 360° camera located at the intersection of Church/Wisconsin
- 1 IP bullet camera located at the intersection of Commercial/Wisconsin pointing west
- 1 IP bullet camera located at the intersection of Church/Wisconsin pointing east
- 1 IP bullet camera located at the intersection of Church/Wisconsin pointing west

Since these cameras will directly tie into the City's current Genetec Security solution, I only solicited a quote from One Source Technologies as they are Genetec's Northeast Wisconsin Business Partner and have been assisting the City with managing and expanding our environment since the initial implementation over 10 years ago.

If you have any questions please feel free to contact me at your leisure or I will be in attendance at the January 10, 2021 Finance and Personnel Committee meeting to address them at that time. Thanks.

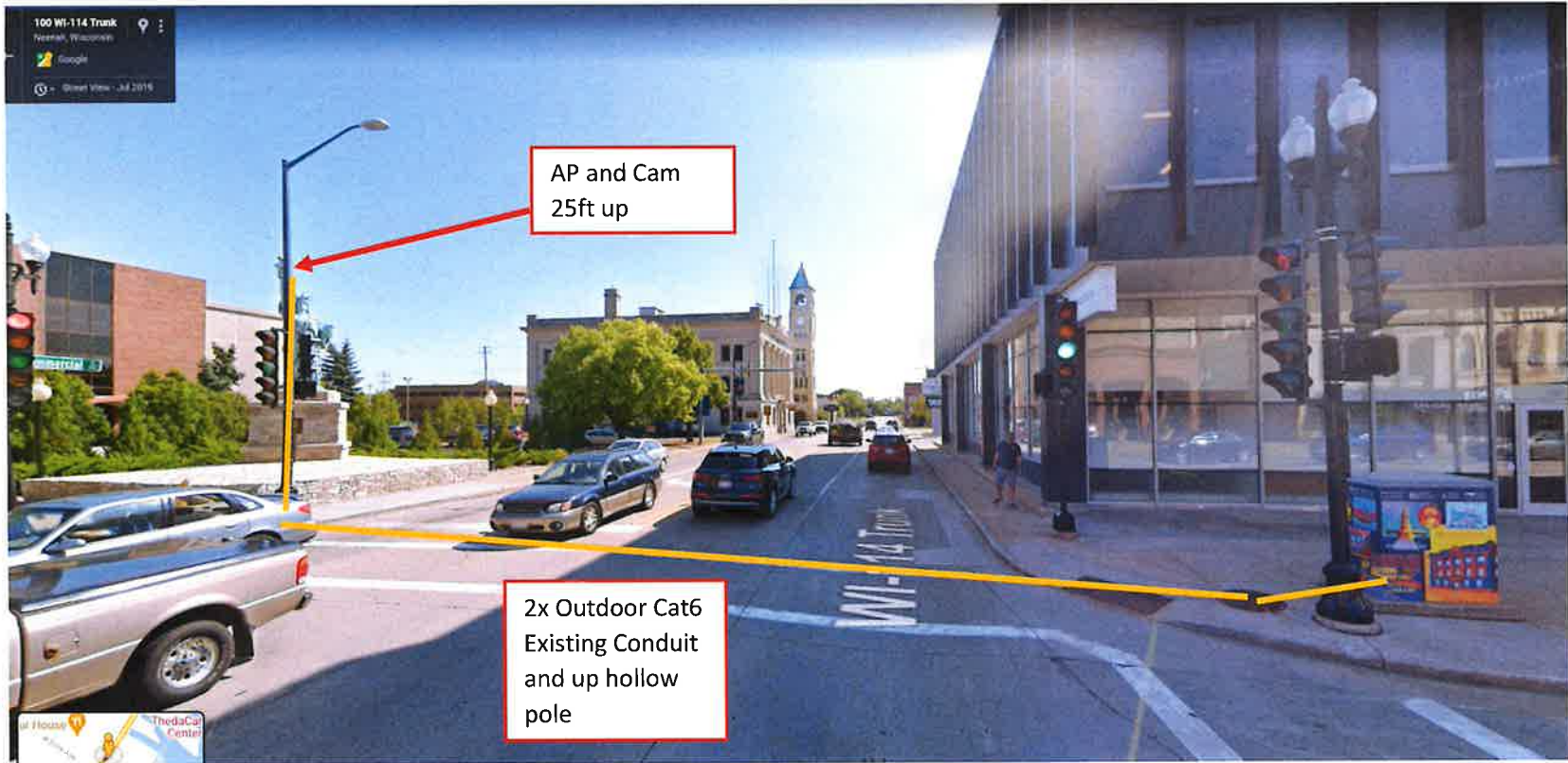
Wisconsin/Commercial



Traffic Cabinet  
Switch location

2x Outdoor Cat6  
Existing Conduit

AP and Cam



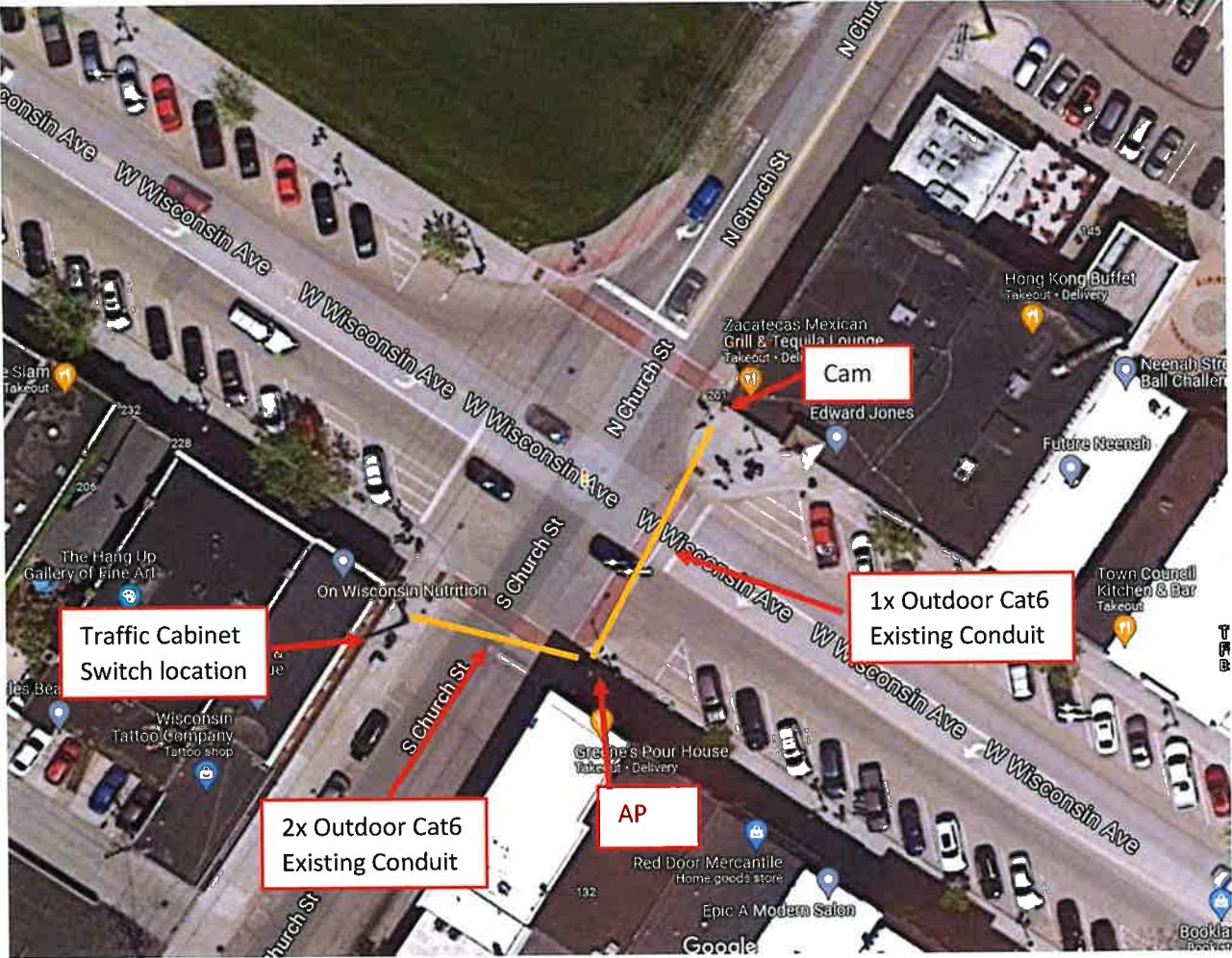
100 WI-114 Trunk  
Neenah, Wisconsin  
Google  
Street View - Jul 2016

AP and Cam  
25ft up

2x Outdoor Cat6  
Existing Conduit  
and up hollow  
pole

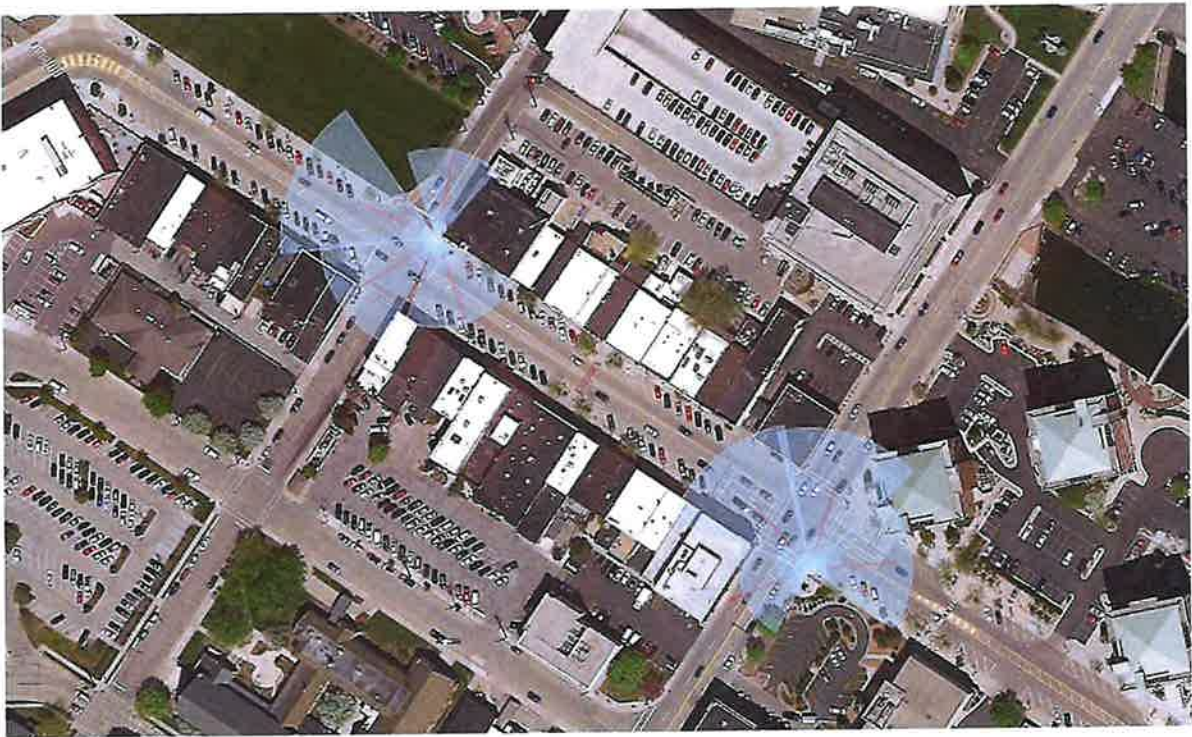


Wisconsin/Church





**Camera Coverage Overview**



**2022 INTERMUNICIPAL AGREEMENT PURSUANT TO SECTION 66.0301  
OF THE WISCONSIN STATUTES BETWEEN THE CITIES OF  
APPLETON AND NEENAH AND THE VILLAGE OF FOX CROSSING,  
SAID AGREEMENT TO PROVIDE FOR COST-SHARING  
OF TRANSIT SERVICES FOR THE ELDERLY**

**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.

**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 2022. Cost estimates are as follows:

	<b><u>Breakdown by Municipality of Total Costs</u></b>		
	<b><u>Total Program Cost</u></b>	<b><u>Neenah/Menasha (6,800 rides)</u></b>	<b><u>Village of Fox Crossing (2000 rides)</u></b>
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 2022.

\*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 2022. 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:

<b>Coverage</b>	<b>Limit</b>
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.

**CITY OF APPLETON**

By: \_\_\_\_\_  
JACOB WOODFORD, MAYOR

By: \_\_\_\_\_  
KAMI LYNCH, CITY CLERK

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,  
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM

\_\_\_\_\_  
ANTHONY D. SAUCERMAN, FINANCE DIRECTOR

\_\_\_\_\_  
CHRISTOPHER BEHRENS, CITY ATTORNEY

**CITY OF NEENAH**

BY: \_\_\_\_\_  
DEAN KAUFERT, MAYOR

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHARLOTTE NAGEL, CITY CLERK

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
ADAM J. WESTBROOK, CITY ATTORNEY

**VILLAGE OF FOX CROSSING**

BY: \_\_\_\_\_  
DALE YOUNGQUIST, VILLAGE PRESIDENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
DARLA M. FINK, VILLAGE CLERK

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
ANDY ROSSMEISSI, VILLAGE ATTORNEY  
CL: A19-1110



**RESOLUTION NO. 2022-02**

**AUTHORIZED REPRESENTATIVES TO FILE APPLICATIONS FOR FINANCIAL ASSISTANCE FROM STATE OF WISCONSIN ENVIRONMENTAL IMPROVEMENT FUND**

WHEREAS, it is the desire of the City of Neenah, Wisconsin, a municipal corporation, to file several applications for state financial assistance for its water utility facilities under the Wisconsin Environmental Improvement Fund (ss. 281.58, 281.59, 281.60, and 281.61, Wis. Stats.);

WHEREAS, it is necessary to designate a representative for filing said applications;

BE IT THEREFORE RESOLVED by the Common Council of the City of Neenah that the Finance Director is hereby appointed as the authorized representative for the City of Neenah for the purposes of filing these applications, and that the representative is further authorized and empowered to do all things necessary in connection with said applications.

Recommended by:  
Public Services and Safety Committee

CITY OF NEENAH, WISCONSIN

Moved: \_\_\_\_\_

\_\_\_\_\_  
Dean Kaufert, Mayor

Passed: \_\_\_\_\_

\_\_\_\_\_  
Charlotte Nagel, City Clerk

Published: \_\_\_\_\_



---

## MEMORANDUM

---

**DATE:** January 10, 2022  
**TO:** Chairwoman Erickson, members of the Finance & Personnel Committee  
**FROM:** City Attorney Adam Westbrook  
**RE:** Tentative Agreement for Collective Bargaining Agreement Between the City and the Neenah Professional Police Association, 2022 – 2025.

---

On December 15, 2021 the bargaining team for the city of Neenah reached a tentative agreement with the Neenah Professional Police Association for a new four (4) year contract running from January 1, 2022 through December 31, 2025. A copy of the TA is attached to this memo.

The major highlights of the agreement follow:

### **Wages**

2022: create an additional step for patrol officers and adjust Investigator and Sergeant pay accordingly.

2023: 2.25% increase on 1/1/2023

2024: 2.25% increase on 1/1/2024

2025: 2.5% increase on 1/1/2025

### **Additional Pay**

The City and the Union agree to remove the gun certification, clothing allowance, and dry cleaning payments and include that sum into their yearly base pay.

### **Military Pay**

The city agreed to pay officers who are actively deployed the difference between their military pay and their regular paycheck during the time that they are on active duty.

### **MOU Regarding Possible Schedule Change**

The City and the union will create a committee to possibly enter into a new schedule starting in year 2024.

CITY OF NEENAH  
Office of the City Attorney  
RE: TA with NPPA  
January 6, 2022 – Page 2

**An appropriate motion would be for the Committee to recommend Council approve the Tentative Agreement with the Neenah Professional Police Association for contract terms from January 1, 2022 to December 31, 2025 and authorize preparation and execution of amended contracts reflecting the changes outlined in the Tentative Agreement between the City and Union.**



Dept. of Legal & Administrative Services  
Office of the City Attorney  
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426  
Phone 920-886-6106 • Fax 920-886-6109  
e-mail: jwestbrook@ci.neenah.wi.us  
ADAM JAMES WESTBROOK  
CITY ATTORNEY

December 15, 2021

Vicki Strebels  
President  
NPPA  
2111 Marathon Ave  
Neenah, WI 54956

Thomas Schrank  
Business Agent  
WPPA

Tentative Agreement between City of Neenah and Neenah Professional Police Officers Association

- 1. Adjust the base pay to include gun certification, clothing allowance, and dry cleaning, and remove those three payments from the contract:** The City proposes increasing the clothing allowance by \$113.50 and taking the \$613.50 clothing allowance, the firearm differential (\$1516.50 for 2022 hours), and the \$170 dry cleaning payment out of the contract and add \$2300.00 directly to the salary. This will help the City in recruiting as it increases the starting wage, and is a benefit to the Union as it will increase as their pay increases. Contract will reflect that these amounts were removed in the 2022 contract for posterity.
- 2. MOU Regarding Possible Schedule Change:** Union and City will enter into an MOU creating a five-member committee made up of two Union representatives, two City representatives, and one neutral party to develop a potential new schedule. Committee meetings would happen while officers are on duty or officers would be paid for the time spent working for the committee. Committee would present recommendations to be voted on by both Union and City before June 1, 2023.
- 3. Military Pay:** For non-voluntary days where an employee is receiving pay from the federal government for military duties, the employee can elect to use comp time and keep their full military pay, or submit their military pay to the city (minus the housing and food stipend) and the City will pay them their normal pay for the days the employee was paid by the federal government. In no event will the City pay for travel or prep time for an employee's military leave.
- 4. Language Cleanup:** The City will propose language revisions during negotiations intended to eliminate obsolete, contradictory, or inconsistent language, including language that is contrary to law. Additionally the City will update language and dates to match current policies.
- 5. Contract Term & Wages:** The City proposes a four-year contract with the new pay schedule attached as Exhibit A being implemented in 2022, a 2.25% increase in 2023, a 2.25% increase in 2024, and a 2.5% increase in 2025.

For the Union:

For the City:

**Exhibit A - Salary Schedule January 1, 2022**

*Biweekly paychecks are determined by dividing the annual rate by 26. Hourly rates are determined by dividing annual rate by annual hours (2022 for 12 hour shifts & 2028 for 5-2 shifts)*

Sergeant	Wage Rate Basis	Hire	1 Year	2 Years	3 Years	4 Years	5 Years			
	Method	3.5% Above 3 YR Patrol	5.5% Above 3 YR Patrol	5.5% Above 4 YR Patrol	5.5% Above 5 YR Patrol	5.5% Above 6 YR Patrol	5.5% Above 7 YR Patrol			
	Annual	\$ 71,000	\$ 72,372	\$ 75,246	\$ 78,140	\$ 80,994	\$ 83,829			
	Hourly - 12 Hours (2022 Hours)	\$ 35.1137	\$ 35.7923	\$ 37.2135	\$ 38.6447	\$ 40.0566	\$ 41.4586			
	Hourly - 5/2 (2028 Hours)	\$ 35.0098	\$ 35.6864	\$ 37.1034	\$ 38.5304	\$ 39.9381	\$ 41.3359			
Investigator	Wage Rate Basis	Hire	1 Year	2 Years	3 Years	4 Years	5 Years			
	Method	3% Above 3 YR Patrol	5% Above 3 YR Patrol	5% Above 4 YR Patrol	5% Above 5 YR Patrol	5% Above 6 YR Patrol	5% Above 7 YR Patrol			
	Annual	\$ 70,657	\$ 72,029	\$ 74,889	\$ 77,769	\$ 80,611	\$ 83,432			
	Hourly - 5/2 (2028 Hours)	\$ 34.8407	\$ 35.5172	\$ 36.9276	\$ 38.3478	\$ 39.7488	\$ 41.1400			
Patrol	Wage Rate Basis	Hire	1 Year	18 Months	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
	Annual	\$ 57,720	\$ 60,428	\$ 63,152	\$ 65,876	\$ 68,599	\$ 71,323	\$ 74,066	\$ 76,772	\$ 79,459
	Hourly - 12 Hours (2022 Hours)	\$ 28.5460	\$ 29.8853	\$ 31.2324	\$ 32.5796	\$ 33.9263	\$ 35.2735	\$ 36.6301	\$ 37.9683	\$ 39.2972

**Exhibit A - Salary Schedule January 1, 2023 - 2.25%**

*Biweekly paychecks are determined by dividing the annual rate by 26. Hourly rates are determined by dividing annual rate by annual hours (2022 for 12 hour shifts & 2028 for 5-2 shifts)*

Sergeant	Wage Rate Basis	Hire	1 Year	2 Years	3 Years	4 Years	5 Years			
	Method	3.5% Above 3 YR Patrol	5.5% Above 3 YR Patrol	5.5% Above 4 YR Patrol	5.5% Above 5 YR Patrol	5.5% Above 6 YR Patrol	5.5% Above 7 YR Patrol			
	Annual	\$ 72,597	\$ 74,000	\$ 76,939	\$ 79,898	\$ 82,817	\$ 85,715			
	Hourly - 12 Hours (2022 Hours)	\$ 35.9038	\$ 36.5976	\$ 38.0508	\$ 39.5142	\$ 40.9579	\$ 42.3914			
	Hourly - 5/2 (2028 Hours)	\$ 35.7976	\$ 36.4893	\$ 37.9383	\$ 39.3973	\$ 40.8367	\$ 42.2660			
Investigator	Wage Rate Basis	Hire	1 Year	2 Years	3 Years	4 Years	5 Years			
	Method	3% Above 3 YR Patrol	5% Above 3 YR Patrol	5% Above 4 YR Patrol	5% Above 5 YR Patrol	5% Above 6 YR Patrol	5% Above 7 YR Patrol			
	Annual	\$ 72,247	\$ 73,650	\$ 76,574	\$ 79,519	\$ 82,424	\$ 85,309			
	Hourly - 5/2 (2028 Hours)	\$ 35.6246	\$ 36.3164	\$ 37.7585	\$ 39.2106	\$ 40.6432	\$ 42.0657			
Patrol	Wage Rate Basis	Hire	1 Year	18 Months	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
	Annual	\$ 59,019	\$ 61,788	\$ 64,573	\$ 67,358	\$ 70,142	\$ 72,928	\$ 75,732	\$ 78,499	\$ 81,247
	Hourly - 12 Hours (2022 Hours)	\$ 29.1883	\$ 30.5577	\$ 31.9352	\$ 33.3127	\$ 34.6897	\$ 36.0671	\$ 37.4542	\$ 38.8226	\$ 40.1814

**Exhibit A - Salary Schedule January 1, 2024 - 2.25%**

*Biweekly paychecks are determined by dividing the annual rate by 26. Hourly rates are determined by dividing annual rate by annual hours (2022 for 12 hour shifts & 2028 for 5-2 shifts)*

Sergeant	<b>Wage Rate Basis</b>	<b>Hire</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>			
	<b>Method</b>	3.5% Above 3 YR Patrol	5.5% Above 3 YR Patrol	5.5% Above 4 YR Patrol	5.5% Above 5 YR Patrol	5.5% Above 6 YR Patrol	5.5% Above 7 YR Patrol			
	<b>Annual</b>	\$ 74,231	\$ 75,665	\$ 78,670	\$ 81,695	\$ 84,680	\$ 87,644			
	<b>Hourly - 12 Hours (2022 Hours)</b>	\$ 36.7116	\$ 37.4210	\$ 38.9070	\$ 40.4033	\$ 41.8794	\$ 43.3452			
	<b>Hourly - 5/2 (2028 Hours)</b>	\$ 36.6030	\$ 37.3103	\$ 38.7919	\$ 40.2838	\$ 41.7555	\$ 43.2170			
Investigator	<b>Wage Rate Basis</b>	<b>Hire</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>			
	<b>Method</b>	3% Above 3 YR Patrol	5% Above 3 YR Patrol	5% Above 4 YR Patrol	5% Above 5 YR Patrol	5% Above 6 YR Patrol	5% Above 7 YR Patrol			
	<b>Annual</b>	\$ 73,872	\$ 75,307	\$ 78,297	\$ 81,308	\$ 84,279	\$ 87,229			
	<b>Hourly - 5/2 (2028 Hours)</b>	\$ 36.4262	\$ 37.1335	\$ 38.6080	\$ 40.0928	\$ 41.5576	\$ 43.0122			
Patrol	<b>Wage Rate Basis</b>	<b>Hire</b>	<b>1 Year</b>	<b>18 Months</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>	<b>6 Years</b>	<b>7 Years</b>
	<b>Annual</b>	\$ 60,347	\$ 63,178	\$ 66,026	\$ 68,874	\$ 71,721	\$ 74,569	\$ 77,436	\$ 80,266	\$ 83,075
	<b>Hourly - 12 Hours (2022 Hours)</b>	\$ 29.8450	\$ 31.2452	\$ 32.6537	\$ 34.0622	\$ 35.4702	\$ 36.8787	\$ 38.2970	\$ 39.6961	\$ 41.0855

**Exhibit A - Salary Schedule January 1, 2025- 2.5%**

*Biweekly paychecks are determined by dividing the annual rate by 26. Hourly rates are determined by dividing annual rate by annual hours (2022 for 12 hour shifts & 2028 for 5-2 shifts)*

Sergeant	Wage Rate Basis	Hire	1 Year	2 Years	3 Years	4 Years	5 Years			
	Method	3.5% Above 3 YR Patrol	5.5% Above 3 YR Patrol	5.5% Above 4 YR Patrol	5.5% Above 5 YR Patrol	5.5% Above 6 YR Patrol	5.5% Above 7 YR Patrol			
	Annual	\$ 76,087	\$ 77,557	\$ 80,637	\$ 83,738	\$ 86,797	\$ 89,835			
	Hourly - 12 Hours (2022 Hours)	\$ 37.6294	\$ 38.3566	\$ 39.8797	\$ 41.4134	\$ 42.9264	\$ 44.4288			
	Hourly - 5/2 (2028 Hours)	\$ 37.5181	\$ 38.2431	\$ 39.7617	\$ 41.2909	\$ 42.7994	\$ 44.2974			
Investigator	Wage Rate Basis	Hire	1 Year	2 Years	3 Years	4 Years	5 Years			
	Method	3% Above 3 YR Patrol	5% Above 3 YR Patrol	5% Above 4 YR Patrol	5% Above 5 YR Patrol	5% Above 6 YR Patrol	5% Above 7 YR Patrol			
	Annual	\$ 75,719	\$ 77,189	\$ 80,255	\$ 83,341	\$ 86,386	\$ 89,409			
	Hourly - 5/2 (2028 Hours)	\$ 37.3368	\$ 38.0618	\$ 39.5732	\$ 41.0952	\$ 42.5966	\$ 44.0875			
Patrol	Wage Rate Basis	Hire	1 Year	18 Months	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
	Annual	\$ 61,855	\$ 64,757	\$ 67,676	\$ 70,596	\$ 73,514	\$ 76,433	\$ 79,372	\$ 82,272	\$ 85,152
	Hourly - 12 Hours (2022 Hours)	\$ 30.5911	\$ 32.0264	\$ 33.4701	\$ 34.9138	\$ 36.3569	\$ 37.8006	\$ 39.2544	\$ 40.6885	\$ 42.1126

**Minutes of the Board of Public Works Meeting  
Tuesday, December 21, 2021, 12:00pm Noon**

**MEMBERS PRESENT:** Mayor Kaufert, City Attorney Westbrook, Director of Public Works Kaiser, Director of Finance Easker, and Alderpersons Hillstrom and Bates. Director of Community Development & Assessment Haese was excused.

**ALSO PRESENT:** City Clerk Nagel, Director of Parks & Recreation Kading, and Forrest Bates.

Mayor Kaufert called the meeting to order at 12:01pm.

**MINUTES:** MSC Westbrook/Kaiser to approve the minutes from the November 23, 2021 meeting as written, all voting aye.

**APPEARANCES:** None.

**UNFINISHED BUSINESS:** None.

**NEW BUSINESS:**

**Public Works:**

1. Pay Estimate No. 2, Contract 7-21, Harrison Street Stormwater Pond, MCC. Inc., Appleton WI in the amount of \$285,630.97.

The pay request includes continued excavation and storm sewer installation. More low hazard contaminated material has been transported to Arrowhead Park than anticipated in the project bid which is likely to increase the overall costs.

The Board would like the contractor to keep up with the cleaning of the mud from the route traveled to Arrowhead Park as there have been many complaints. Attorney Westbrook advised that if there was an accident caused by the mud on the pavement MCC, Inc. would be liable.

**MSC Kaiser /Westbrook to approve Pay Estimate No. 2, Contract 7-21, Harrison Street Stormwater Pond, MCC. Inc., Appleton WI in the amount of \$285,630.97, all voting aye.**

**Parks & Recreation:**

1. Award Contract to Janke General Contractors, Athens, WI in the amount of \$319,326 (base) and \$132,759 (alternative) for a total cost of \$452,085 for Shattuck Park Fountain and Concrete Reconstruction Project.

Parks & Recreation Director Michael Kading presented the project to the Board along with conceptual drawings. There was discussion regarding the proximity of the splash pad to the Fox River. Recognizing that all accidents cannot be prevented the Mayor asked about a possible aesthetically pleasing barrier between the splash pad and the bank of the Fox River. Director Kading would like to walk the project area during construction to have that conversation. The depth of the water at the location of the splash pad is approximately 2 to 2 ½ feet deep.

Info Only

Report

There was discussion regarding the project budget and the use of donated dollars. The projected costs are \$551,879 with \$596,000 available funds of which \$200,000 is a donation. Finance Director Easker explained that city funds would be the first dollars used until exhausted at which time donation money would be used. Should the project stay within budget there would be approximately \$45,000 surplus of donated funds. Director Kading would like to use the remaining donated funds for concrete and door repair to the pavilion that simply was not able to be included in the 2022 CIP. The additional concrete and door work would be done under a separate contract.

The project is scheduled to be completed by June 3, 2022.

**MSC Westbrook/Hillstrom to recommend Council Award Contract to Janke General Contractors, Athens, WI in the amount of \$319,326 (base) and \$132,759 (alternative) for a total cost of \$452,085 for Shattuck Park Fountain and Concrete Reconstruction Project, all voting aye.**

**ADJOURNMENT**

**MSC Hillstrom/Easker to adjourn at 12:20 p.m., all voting aye.**

Respectfully Submitted,



Charlotte K. Nagel, City Clerk



Department of  
Parks & Recreation

**TO:** Mayor Kaufert and Members of the Board of Public Works  
**FROM:** Michael T. Kading, Director of Parks & Recreation *mk*  
**DATE:** December 17, 2021  
**RE:** Shattuck Park – Fountain and Concrete Reconstruction Bids

Construction Specifications were advertised and bids opened for the Shattuck Park Fountain and Concrete Reconstruction Project on Tuesday, December 7 at 2:00 pm. Two qualified bids were received and opened. A bid summary and recommendation letter from Parkitecture and Planning recommending awarding the lowest qualified bid to Janke General Contractors, Athens, WI in the amount of \$319,326 base bid and \$132,759 for the alternative for a total of \$452,085 utilizing CIP Carry Forwards and 2022 CIP funding.

**Summary of Projected Costs:**

Base Bid	\$319,326
Alternative	\$132,759
Equipment	\$84,791
Construction Administration	<u>\$15,000</u>
<b>Total Project Costs</b>	<b>\$551,876</b>

**Summary of Funding:**

Carry Forwards	\$296,000
2022 CIP	\$100,000
2022 Donation	<u>\$200,000</u>
<b>Total Funding</b>	<b>\$596,000</b>

The Parks and Recreation Commission reviewed and recommends awarding the lowest qualified bid to Janke General Contractors, Athens, WI in the amount of \$319,326 (base) and \$132,759 (alternative) for a total cost of \$452,085.

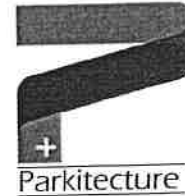
**Recommended Action:** Awarding the lowest qualified bid to Janke General Contractors, Athens, WI in the amount of \$319,326 (base) and \$132,759 (alternative) for a total cost of \$452,085.

---

*Creating Community Through People, Parks & Programs*

Shattuck Park Fountain Reconstruction  
Recommendation of Bid Results

December 14, 2021



Michael Kading  
Director of Parks and Recreation  
City of Neenah  
211 Walnut Street  
Neenah, WI 54956

Dear Michael:

This memo is in reference to the bid opening for the Shattuck Park Fountain Reconstruction that took place Tuesday December 14, at 2 PM.

We have reviewed the two bids received, and found both to be complete Bids ranging from \$452,085.00 to \$489,663.30 including the informational bid items. Janke General Contractors submitted the low bid. Janke has built several similar projects recently and is qualified for this project. We have recent working project experience with them, high confidence in their abilities to perform the project scope, and we have verified the scope of work and assumptions with them via phone call.

Our opinion of probable cost for the base bid project was \$303,985.00 and Janke's low bid was \$319,326.00. The total project estimate including informational bid items was \$404,560.00, and the total low bid including informational bid items was also provided by Janke for \$452,085.00. While the bid is slightly higher than the OPC, we recognize the fluctuations in the current bidding climate and find the results acceptable.

After reviewing the bid price and discussing the bid with the contractor, it is our opinion that the City should accept the Janke bid as received. We have reviewed the unit pricing submitted and find the costs to be reasonable for industry standards.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Blake Theisen', written in a cursive style.

Blake Theisen, PLA, ASLA  
Principal

Parkitecture + Planning  
901 Deming Way, Suite 102  
Madison, WI 53717

E blake@parkitecture.org  
P 608.886.6808



Project: Shattuck Park Fountain Reconstruction  
Date: December 14, 2021, 2pm

**BID TABULATION**

**BASE BID ITEMS**

Item #	Item	Qty.	Unit	ENGINEER'S ESTIMATE		JANKE GENERAL CONTRACTORS		VINTON	
				Unit cost	Item Total	Unit cost	Item Total	Unit cost	Item Total
1	MOBILIZATION	1	LS	\$25,000.00	\$25,000.00	\$26,000.00	\$26,000.00	\$45,000.00	\$45,000.00
2	EROSION CONTROL	1	LS	\$3,000.00	\$3,000.00	\$915.00	\$915.00	\$3,500.00	\$3,500.00
3	DEMOLITION	1	LS	\$45,000.00	\$45,000.00	\$24,000.00	\$24,000.00	\$50,000.00	\$50,000.00
4	EARTHWORK	1	LS	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$47,000.00	\$47,000.00
5	DENSE GRADED BASECOURSE	480	TN	\$20.00	\$9,600.00	\$32.00	\$15,360.00	\$0.01	\$4.80
6	CONCRETE PAVEMENT - 5" COLORED (AREA 4)	1700	SF	\$12.00	\$20,400.00	\$15.75	\$26,775.00	\$12.00	\$20,400.00
7	CONCRETE PAVEMENT - 6" REINFORCED, COLORED	4120	SF	\$18.00	\$74,160.00	\$16.75	\$69,010.00	\$20.85	\$85,902.00
8	CONCRETE 18" RIBBON CURB REPLACEMENT	40	LF	\$40.00	\$1,600.00	\$145.00	\$5,800.00	\$70.00	\$2,800.00
9	RESET GRANITE COLUMNS	1	LS	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	\$30,000.00	\$30,000.00
10	8" SOLID DRAIN PIPE	23	LF	\$75.00	\$1,725.00	\$142.00	\$3,266.00	\$98.00	\$2,254.00
11	STORM INLET	2	EA	\$3,500.00	\$7,000.00	\$5,800.00	\$11,600.00	\$2,535.00	\$5,070.00
12	STORM SEWER CONNECTION	1	LS	\$3,000.00	\$3,000.00	\$2,100.00	\$2,100.00	\$3,000.00	\$3,000.00
13	WATER LATERAL AND CONNECTION - 1.5"	1	LS	\$5,000.00	\$5,000.00	\$3,900.00	\$3,900.00	\$2,900.00	\$2,900.00
14	SPLASHPAD PLUMBING AND EQ INSTALLATION	1	LS	\$70,000.00	\$70,000.00	\$70,900.00	\$70,900.00	\$62,500.00	\$62,500.00
15	SPLASHPAD SIGNAGE	1	LS	\$1,000.00	\$1,000.00	\$3,200.00	\$3,200.00	\$1,200.00	\$1,200.00
16	ELECTRIC SERVICE CONNECTION	1	LS	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00
17	RESTORATION	1	LS	\$7,500.00	\$7,500.00	\$13,500.00	\$13,500.00	\$12,500.00	\$12,500.00

<b>BASE BID TOTAL</b>	<b>\$303,985.00</b>	<b>BASE BID TOTAL</b>	<b>\$319,326.00</b>	<b>BASE BID TOTAL</b>	<b>\$379,030.80</b>
-----------------------	---------------------	-----------------------	---------------------	-----------------------	---------------------

**INFORMATIONAL BID ITEMS**

Item #	Item	Qty.	Unit	ENGINEER'S ESTIMATE		JANKE		VINTON	
				Unit cost	Item Total	Unit cost	Item Total	Unit cost	Item Total
I-1	CONCRETE REMOVAL	6705	SF	\$3.00	\$20,115.00	\$4.05	\$27,155.25	\$4.00	\$26,820.00
I-2	CONCRETE REPLACEMENT - 5" COLORED	6705	SF	\$12.00	\$80,460.00	\$15.75	\$105,603.75	\$17.50	\$83,812.50
				<b>INF BID TOTAL</b>	<b>\$100,575.00</b>	<b>INF BID TOTAL</b>	<b>\$132,759.00</b>	<b>INF BID TOTAL</b>	<b>\$110,632.50</b>
				<b>PROJECT TOTAL</b>	<b>\$404,560.00</b>	<b>PROJECT TOTAL</b>	<b>\$452,085.00</b>	<b>PROJECT TOTAL</b>	<b>\$489,663.30</b>



---

## MEMORANDUM

---

**DATE:** January 12, 2022

**TO:** Board of Education  
Director of Finance Easker  
Director of Public Works Kaiser  
Dir. of Water Utility Mach  
Dir. of Comm. Dev. & Assessment Haese  
City Plan Commission  
Park and Recreation Commission  
Police Chief Olson  
Fire Chief Kloehn  
City Attorney Westbrook  
Town of Vinland, Clerk Karen Brazee

**FROM:** Charlotte Nagel, City Clerk

**RE:** **Annexation No. 225 - Part of Lot 2 of CSM 5779 as recorded in Volume 1 of CSMs as Document No. 1368620 Woodenshoe Road, Town of Vinland, Winnebago County Annexation Petition**

---

Please be advised that a Petition for Annexation Pursuant to Section 66.0217(2) Wisconsin Statutes has been filed in the Clerk's Office for property in the Town of Vinland. The City of Neenah are the owner of the land with a population of zero. In accordance with Section 26-29 of the Municipal Code.

**Please submit your report to Deb Calabrese in the Finance Office  
no later than Wednesday, January 19, 2022.**

Committee and Council consideration of this annexation will be as follows:

**Committee Approval and Recommendation to Council:**

Finance and Personnel Committee meeting January 24, 2022

Plan Commission meeting January 25, 2022

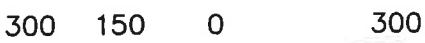
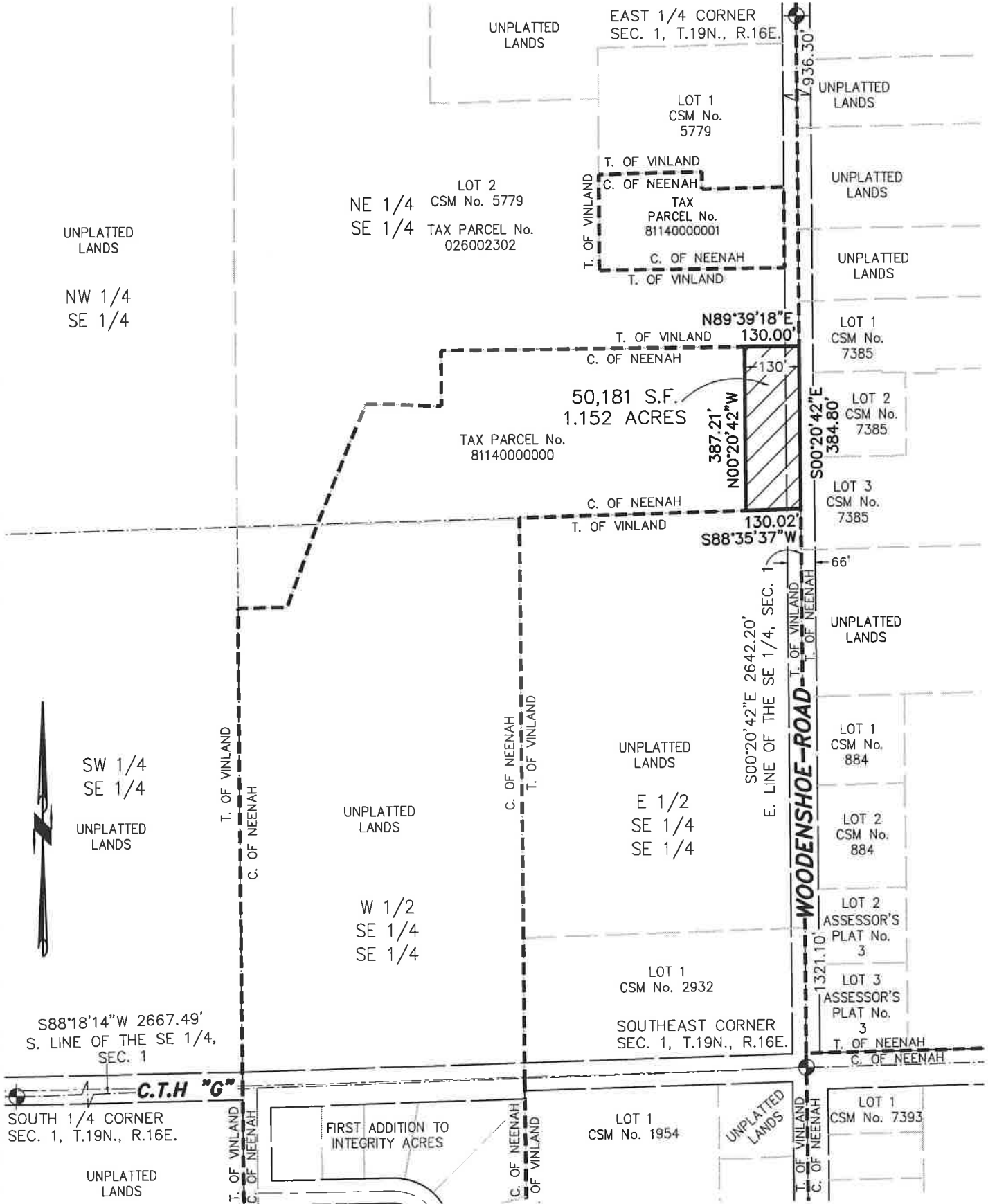
**Final Council Approval:**

Council meeting February 2, 2022

Attached is a copy of the petition and map showing the area proposed to be annexed.

cc: Deb Calabrese, Finance





SCALE - FEET

DESCRIPTION OF LANDS TO BE ANNEXED TO THE CITY OF NEENAH

A part of Lot 2 of Certified Survey Map No. 5779 as recorded in Volume 1 of Certified Survey Maps on Page 5779 as Document No. 1368620, located in the Northeast 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, all in the Town of Vinland, Winnebago County, Wisconsin containing 50,181 square feet (1.152 acres) of land and more particularly described as follows:

Commencing at the East 1/4 corner of said Section 1; thence S00°20'42"E, 936.30 feet along the East line of the Southeast 1/4 of said Section 1 to the Point of Beginning; thence S00°20'42"E, 384.80 feet along said East line to the Easterly extension of the South line of Lot 2 of said Certified Survey Map No. 5779; thence S88°35'37"W, 130.02 feet along said Easterly extension and the South line of said Lot 2; thence N00°20'42"W, 387.21 feet parallel with and 130.00 feet Westerly of the East line of the Southeast 1/4 of said Section 1; thence N89°39'18"E, 130.00 feet to the Point of Beginning.



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  
CHARLOTTE NAGEL, WCMC

---

## MEMORANDUM

---

**DATE:** January 12, 2022

**TO:** Board of Education  
Director of Finance Easker  
Director of Public Works Kaiser  
Dir. of Water Utility Mach  
Dir. of Comm. Dev. & Assessment Haese  
City Plan Commission  
Park and Recreation Commission  
Police Chief Olson  
Fire Chief Kloehn  
City Attorney Westbrook  
Town of Neenah, Clerk Ellen Administrator-Clerk-Treasurer

**FROM:** Charlotte Nagel, City Clerk

**RE:** **Annexation No. 226 - Lot 2 of CSM No. 4426 as recorded in Document No. 1081788  
CTH G, Town of Neenah, Winnebago County**

---

Please be advised that a Petition for Annexation Pursuant to Section 66.0217(2) Wisconsin Statutes has been filed in the Clerk's Office for property in the Town of Neenah. The Way to Succulents Properties, LLC, Wei Ying Member Manager is the owner of the land with a population of zero. In accordance with Section 26-29 of the Municipal Code.

**Please submit your report to Deb Calabrese in the Finance Office  
no later than Wednesday, January 19, 2022.**

Committee and Council consideration of this annexation will be as follows:

**Committee Approval and Recommendation to Council:**

Finance and Personnel Committee meeting January 24, 2022

Plan Commission meeting January 25, 2022

**Final Council Approval:**

Council meeting February 2, 2022

Attached is a copy of the petition and map showing the area proposed to be annexed.

cc: Deb Calabrese, Finance

PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL  
PURSUANT TO SECTION 66.0217(2), WISCONSIN STATUTES (NO ELECTORS)


We, the undersigned, constituting all of the owners of the real property in which no electors reside in the following territory of the Town of Neenah, Winnebago County, Wisconsin, lying contiguous to the City of Neenah petition the Honorable Mayor and Common Council of the City of Neenah to annex the territory described below and shown on the attached scaled maps to the City of Neenah, Winnebago County, Wisconsin.

LOT 2 OF CERTIFIED SURVEY MAP NO. 4426 AS RECORDED IN DOCUMENT NO.1081788, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 17 EAST, TOWN OF NEENAH, WINNEBAGO COUNTY, WISCONSIN.

This parcel of land has been assigned tax parcel number 01001680101

The current population of such territory is 0.

We the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexations, incorporations, or consolidations proceedings, if any.

Signature of Petitioner	Date of Signing	Owner	Petition Address
 Wei Ying Member Manager	<u>12/30/2021</u>	The Way to Succulents Properties LLC	900 KEYES STREET MENASHA, WI 54952

