City of Neenah

Public Services and Safety Committee Agenda

Tuesday, November 10, 2026 at 5:00 PM
Neenah City Hall – 211 Walnut Street
Hauser Room

I. Call to Order

II. Roll Call

III. Public Appearances

Speakers must state their name and residential address and are allowed five minutes to speak on any topic.

IV. Approval of Minutes

- A. Approval of the Minutes from the October 27, 2026, meeting of the Public Services and Safety Committee

V. New Business

- A. Fire Department
  - 1. Safe Haven Baby Box—Fire Station No.31
- B. Police Department
  - 1. Amendment to Ordinance to Appoint Humane Officer & Establish Abatement Procedures
  - 2. 2026 Third Quarter Police Statistics
- C. Public Works Department
  - 1. Punch Card Changes in 2027 (Informatioanl Only)

VI. Unfinished Business

- A. GFL Contract

VII. Public Works General Construction and Department Activity Report

- A. Public Works General Construction and Department Activity Report Ending November 6, 2026

VIII. Announcements and Future Agenda Items

IX. Adjournment

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

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the

ADA, please call the Clerk's Office (920) 886-6100 or e-mail clerk@neenahwi.gov at least 48 hours prior to the scheduled meeting or event to request an accommodation.

CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Tuesday, October 27, 2026

Call to Order

Chairperson Weber called the meeting of the Public Services and Safety Committee meeting to order at 5:00 PM.

Roll Call

Public Works Office Manager took roll. Alderman Defferding, Linski, Pollnow, Steiner, and Weber we in attendance.

Also Present**:** Mayor Borchardt, City Attorney Rashid, Interim Public Works Director Rohloff, City Community Development and Assessment Director Nieforth, Police Captain Wagner, CSA Supervisor Bedora, Alderman Neuman and Bruno, and Citizens, Scott Becher and Frank Cuthert

Public Appearances

No one in attendance spoke at the Public Appearances.

New Business

Approval of Minutes

Approval of the Regular Meeting Minutes of the October 13, 2026, Public Services and Safety Committee meeting.

Motion by Pollnow, seconded by Defferding to approve the minutes of the Regular October 13,2026 meeting of the Public Services and Safety Committee.

Call for vote by Chairperson Weber

Motion vote 5/0

Motion Carried

NEW BUSINESS

Amendment to Ordinance to Consolidate & Combine Parking Penalties & Fees

Director Nieforth stated that the current parking violation system was approved following the 2015 Carl Walker parking analysis. As a result of that study, a tiered fine structure

consisting of Classes A, B, C, and D was implemented in 2017. Because warning requirements vary among the classes, staff have experienced confusion when issuing parking citations.

Director Nieforth stated that, following staff discussion, staff is recommending removing the provision in the City's existing parking penalties and fees code that allows a warning for a first infraction. She explained that the warning provision was intended to change drivers' parking behavior but has instead created confusion among parking enforcement officers.

CSA Supervisor Bedora highlighted that many residents visiting the downtown and people working downtown who have permits ignore the initial warnings instead of rectifying permit issues until they receive an actual citation, increasing administrative work during appeals.

Report

Motion by Pollnow seconded by Defferding to recommend the Common Council approve amending Ordinance Chapter 16 Article III, Section 16-149, combining two prior subjections.

Alderperson Defferding asked whether the parking signage is clear to users. Director Nieforth stated that, to prevent confusion, staff intends to conduct an inventory of all parking zone markings and time-limit signs before implementing the change.

Motion vote 5/0

Motion Carried

OLD BUSINESS

Overhead Door Repairs and Replacement

Interim Director of Public Works Rohloff reported that a deep dive into invoices for overhead door repairs revealed no budget adjustments are necessary; items were simply miscoded into accounts.

Alderman Pollnow noted that this raised concerns with him regarding historical financial irregularities from previous administration period sand questioned if a more comprehensive audit is required to ensure no other funds were misappropriated. City Attorney Rashid stated that staff did review the accounts and found no obvious evidence of fraud.

No action was taken by the Committee

GFL Contract

No action was taken. Item will be on the November 10, 2026 meeting of the Public Services and Safety Committee.

Public Works General Construction and Department Activity Report

1) Contract 1-26 (Elm, Reed, Laudan Utilities/Street)
   a) Elm Street: The contractor is finishing sidewalk construction.
   b) Reed Street: : The contractor is finishing sidewalk construction.
   c) Laudan Boulevard: : The contractor is finishing sidewalk construction.
2) Contract 2-26 (Henry, Sterling, Winneconne)
   a) Sterling/Greenfield: Completed
   b) Henry- South of Winneconne: The contractor is scheduled to finish sidewalk and apron construction.
   c) Winneconne Ave: The contractor is scheduled to finish sidewalk and apron construction.
3) Contract 4-26 (Misc. Concrete Pavement/Sidewalk Repair): Areas for repair have been marked. Contractor should be in town the week 10/26/2026.
4) Contract 5-26 (Misc. Asp/halt Pavement Repair): Contractor should be in town the week of 11/2/2026.
5) Contract 6-26 Pavement Marking: The contractor will be finishing up the week of 10/26/2026.
6) Contract 7-26 S. Commercial Street Tree Planting: Project is being advertised on 10/30/2026 and 11/6/2026. Bid opening is 11/13/2026.
7) City Hall Master Plan: Nothing new to report.
8) Freedom Acres/Homes at Freedom Meadows: D&D Landscaping will be filling in potholes and fixing other areas of the roads on Friday, October 23. Public works received 13 requests from residents to have the city contractor install terraces and be billed. Residents that did not respond have until November 1, 2026, to install their terraces. If they don't the city will install and residents will be billed accordingly.
9) Church St Ramp: Contractor mobilized the week of 10/19/2026. Work will begin the week of 10/26/2026.
10) Storm Water Management Study: Contract is under review by the City Attorney. Waiting for documents from McMahon.
11) N. Commercia St./Nicolet Blvd./First St. Intersection Control Evaluation: Phase I was completed and submitted to WisDot for review because part of the intersection is STH 114. WisDot recommended a multi-lane roundabout. MSA recommended modified traffic signals or a single lane roundabout. Director Merten directed MSA to

move to Phase II which will provide baseline information, depth of impact of the recommendations, a 30% design of MSA's recommendations, and cost estimates.

Alderman Pollnow requested an update on the Baldwin Street sidewalks. Interim Public Works Director Rohloff apologized that he did not yet have an update, noting that he hadn't spoken with Engineer Eckhart and would provide information at the next meeting.

Alderman Pollnow requested a copy of the Intersection Control Evaluation. Interim Public Works Director Rohloff stated that he would email it to him.

Announcements and Future Agenda Items

None

Adjournment

Motion by Pollnow, seconded by Defferding to adjourn at 5:22 PM.

Call for vote by Chairperson Weber

Motion vote 5/0

Motion Carried

Respectfully submitted,

Lisa Mroczkowski

Lisa Mroczkowski
Public Works Office Manager

Memorandum

TO: Public Services and Safety Committee

FROM: Chief Teesch TT

DATE: November 2, 2026

RE: **Safe Haven Baby Box – Fire Station 31**

This memorandum provides an update on the installation of a Safe Haven Baby Box at Fire Station 31, 1080 Breezewood Lane, and requests approval of the associated Lease and Service Agreement.

Safe Haven Baby Boxes, Inc. has returned its signed agreement for the device, which will provide an additional option for the safe surrender of an infant.

The agreement includes an initial five-year term, an initial fee of $16,500, and an annual fee of $600. Subsequent five-year terms require mutual agreement and include a $600 renewal fee. Shipping, installation, monitoring, and other applicable expenses are additional. Safe Haven Baby Boxes retains ownership of the device.

Station 31 is a City of Neenah facility, and all associated expenses will be borne by Neenah. NMFR will coordinate installation, personnel training, alarm monitoring, and operating procedures before placing the device in service.

I recommend that the **Public Services and Safety Committee approve the Lease and Service Agreement with Safe Haven Baby Boxes, Inc., including Exhibits A and B, for Fire Station 31 and authorize the Mayor and City Clerk to execute the agreement.**

EXHIBIT A
SAFE HAVEN BABY BOXES, INC.
POLICIES AND PROCEDURES

I. Purpose:

A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a newborn safety device provided under Wisconsin Safe Haven Law, and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station, EMS station, police station, or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

II. Policies:

A. A Provider is a hospital or site, such as fire; police; or EMS stations, staffed by an emergency services provider on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.

B. The Baby Box is designed with three independent alarms and is activated:
   1. When the door is accessed from the outside.
   2. When the newborn is placed in the box and activates the motion sensor.
   3. When electrical failure occurs to the Baby Box.

III. Generic procedures when the Baby Box is Activated:

A. Emergency Personnel, including, Firefighters, Police Officers, EMT's, and Paramedics must perform the act of retrieving a newborn and taking said newborn into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn.

B. Emergency Personnel who take custody of a newborn shall perform any act necessary to protect the child's health and safety.

C. Emergency Personnel must respond every time an alarm is activated at the Baby Box to verify whether a newborn has been dropped off.

D. Emergency personnel may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened, and the newborn may be inside the bassinet.

E. Newborns will be evaluated by medical personnel at the location and immediately transported to the closest hospital for further evaluation. The

evaluation at the hospital may include screenings and examinations by physicians as determined by hospital policy and procedure.

F. EMS transporting newborn to hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Safe Haven Law.

G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

IV. Additional Procedures for designated Providers:

A. All Baby Boxes must be leased from Safe Haven Baby Boxes, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Boxes, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Boxes, Inc.

B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".

C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.

D. The Baby Box will be delivered in accordance the following:

i Initial fee has been paid to Safe Haven Baby Boxes.

ii Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.

iii Provider understands delivery of the Baby Box will be scheduled approximately 8 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.

E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go “live” prior to the official unveiling/blessing of the Baby Box. The unveiling/blessing date must be agreed upon between only the Provider and SHBB prior to “going live”.

F. The “Go-Live” date will be determined after the following:

i Installation is completed and the alarm system is ready for testing.

ii Seven consecutive days of successful alarm testing is completed. The first day of testing must be completed with the appropriate SHBB personnel present either over the phone or via video streaming.

iii Training of staff is completed via online certification and in-person by SHBB.

iv Final Inspection is completed via video conference or pictures sent electronically.

G. Each Provider must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice.
   i If a Provider has the service discontinued without Safe Haven Baby Boxes, Inc.'s knowledge, the location is subject to liability.

H. Pending notice or drop of security monitoring, Safe Haven Baby Boxes, Inc. will uninstall the non-conforming location. Each Provider will provide safe haven registry information and a copy of parents' rights located in the orange bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door so that it will fall out when the door is opened.

I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Boxes, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test. A scanned copy of the alarm logs shall be sent to logs@safehavenbabyboxes.com

J. Provider will ensure that no video monitoring will occur facing the Baby Box to capture the act of surrendering an infant.

K. Provider must perform daily checks of the Baby Box to ensure:
   i The presence of a clean fitted bassinet sheet and a blanket
   ii The bassinet sensor has the green light only illuminated
   iii Heater fan is operating
   iv Alarm system is powered on and ready

L. Provider must ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.

M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. This training will be provided by SHBB via an online platform. Provider is responsible for sending names and email addresses to SHBB of all staff members that need the training.

N. After retrieving a newborn from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.

O. After retrieving a newborn from the Baby Box, the Provider must reset the alarm system after deactivation.

P. All safe surrenders are required to be reported to Safe Haven Baby Boxes, Inc. by phone at 888-742-2133 #700 and to your local Maryland Department of Social Services office within two (2) hours of the surrender.

Q. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and

expenses of removing respective Baby Boxes at Provider location(s).

R. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.

V. Documentation (Documents & Forms):

A. Documents

1. Weekly Safe Haven Baby Box alarm system checks
2. All Safe Surrenders by date and time

By signing below, the undersigned agrees to the terms and conditions set forth in Exhibit A.

Provider:

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT B

SAFE HAVEN BABY BOXES, INC.
SERVICES, FEES, AND EXPENSES SCHEDULE

Initial Fee: $16,500.00

1. "Pre-installation" Services:
    a. Assistance with Baby Box location placement;
    b. Administrative resources;
    c. Consultation on programs; and
    d. Fundraising assistance to support the cost of the Baby Box (optional).
2. Installation Services:
    a. Inspection of installation via pictures sent electronically; and
    b. Training to all emergency personnel via online certification modules.
3. Post Installation Services:
    a. Marketing of the Baby Box to include the Provider's location in the SHBB.org locator;
    b. 24/7 hotline available to the community;
    c. Advertising of the Baby Box; and
    d. Efforts to support raising awareness on a local, state, and national level supporting the Baby Box in each community.

Annual Fee: $600.00

1. Annual Fee Services
    a. Recertification of the Baby Box by an authorized SHBB technician;
    b. Maintenance of the Baby Box for damage or malfunctions that are the result of normal wear and tear;
    c. Unlimited and exclusive repairs and parts replacements due to malfunction that is the result of normal wear and tear (excluding negligence and vandalism); repairs and any restoration of the Baby Box that are not the result of normal wear and tear are at Provider's expense under Section 7 of the Agreement; and
    d. Annual review training for all emergency personnel via online certification modules.

Term Renewal: $600.00

1. For the renewal of the Agreement at the end of the Initial Term or any renewals term.

OTHER COSTS TO CONSIDER NOT INCLUDED IN INITIAL FEE:

1. **Delivery:** Provider is responsible for paying all costs associated with delivery of the Baby Box. Provider may pick the Baby Box up at SHBB's Woodburn, Indiana facility to waive the delivery charge. (This must be prescheduled.)
2. **Installation:** Provider is responsible for paying for the installation of the Baby Box.
3. **Electrical and Alarm:** Provider must hook up the Baby Box to their internal alarm system, which must alert 911 dispatch.
4. **Annual Alarm Service:** Provider may incur costs associated with alarm monitoring.
5. **Permits:** Provider must obtain required permits or other requirements prior to construction.
6. **Internal Camera (required in Wisconsin):** The Baby Box comes pre-installed with the Amazon Blink™ camera and requires a third-party membership to activate. Provider's Premises must have a Wi-Fi connection. Wis. Stat. § 48.195(1r)(a)5. and (1r)(b) require a surveillance system that allows Provider's employees to monitor the inside of the Baby Box twenty-four (24) hours per day and require Provider to use it, so the interior camera is required for a Wisconsin Baby Box. **Alternatives may apply. Please contact SHBB for more information.*

By signing below, the undersigned agrees to the terms and conditions set forth in this Exhibit B.

"PROVIDER"

Signature: _____

Printed Name: _____

Date: _____

LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT ("Agreement") is made and entered into effect as of _____, 202_ by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation, ("SHBB") and the Neenah Menasha Fire Rescue ("NMFR"), a joint fire department of the Wisconsin municipal corporations for Neenah and Menasha, Wisconsin ("Provider").

RECITALS

WHEREAS, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn infant safety devices ("Safety Device") (as that term is defined under Wisconsin law), and awareness related to preventing child abandonment.

WHEREAS, Wisconsin Citation: Wis. Stat. § 48.195, ch. DCF 39, Wis. Adm. Code, *et seq* (the "Safe Haven Laws"), provides certain protections to local fire departments that install a newborn safety device (the "Safety Device");

WHEREAS, Provider desires to install a Safety Device on Provider's premises pursuant to the Safe Haven Laws; and

WHEREAS, SHBB is agreeable to placing a Safety Device to the Provider's premises and undertaking certain services in relation thereto;

WHEREAS, the Parties acknowledge that the Safety Device and the related services provided under this Agreement are intended to support, and not replace or expand, Provider's statutory obligations, operational responsibility, or response protocols under applicable law; and

WHEREAS, Provider has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated and made a substantive part of this Agreement, and the mutual terms and premises contained herein and for other good and valuable consideration, the parties agree as follows:

Section 1. Installation. SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises located at Neenah-Menasha Fire Station 31, 1080 Breezewood Lane, Neenah, WI 54956. Delivery of the Safety Device shall be at the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and Provider agree to cooperate with respect

to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider's facility. Provider is to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device. Provider agrees to abide by the policies and procedures for installation as outlined in Exhibit **"A"** (the "Policies and Procedures") of this Agreement, which is hereby made a substantive part of this Agreement by reference.

Section 2. Services by SHBB. SHBB shall provide annual services related to the performance of this Agreement. Such services shall include:

A. Providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider;
B. Operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto;
C. Educating emergency services personnel related to the use of the Safety Device;
D. Providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness;
E. Provide at minimum annual inspection and maintenance on the Safety Device; and
F. Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement.

(Section 2A-F collectively hereinafter referred to as the "Services").

Section 3. Lease and Service Term. The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties

Section 4. Consideration. In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Sixteen Thousand Five Hundred Dollars ($16,500.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Six Hundred and 00/100 Dollars ($600.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Six Hundred and 00/100 Dollars ($600.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees

and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "**B**".

Section 5. Obligations of Provider. In addition to any and all other obligations of the Provider set forth herein, Provider agrees:

A. To follow all policies and procedures provided by SHBB which may change from time to time. SHBB shall provide thirty (30) days' prior Notice to Provider. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgement and receipt of the Policies and Procedures.

B. To maintain the Safety Device in good working order, the costs of which are to be borne by Provider.

C. To not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB.

D. To use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB.

E. To immediately notify SHBB of any modification to the Safety Device. Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials.

F. To accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party.

G. Provider shall refer to the Safety Device as a "Safe Haven Baby Box".

H. Provider shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable. Should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality. SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.

THAT IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY

HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.

I. To access https://www.shbb.org/firstresponders to obtain and use the most up to date documents required to be placed in the Safety Device as set forth in Exhibit A.

J. To cause its current and any future employees who will be using, maintaining, operating, or testing the Safety Device to complete SHBB's online training at https://safehavenbabyboxes.talentlms.com/plus/login or any successor training site designated by SHBB.

K. Not to install or operate any video recording device in a manner that captures or monitors the exterior of the Safety Device.

L. To notify SHBB of any malfunction of the Safety Device, any interruption or disconnection of the monitoring service, or any damage, alteration, or modification to the Safety Device in no event later than twenty-four (24) hours after discovery.

M. In the event of any malfunction or monitoring interruption, to post conspicuous notice that the Safety Device is unavailable and to keep the Safety Device closed to public use until SHBB approves its return to service.

N. Without limiting Exhibit A, and in addition to any more frequent checks or tests that Exhibit A requires, to satisfy at all times the requirements of Wis. Stat. § 48.195(1r) with respect to the Safety Device, including that: (i) the fire station in which the Safety Device is installed is staffed twenty-four (24) hours per day with an emergency medical services practitioner; (ii) the Safety Device is and remains physically part of the fire station building, with its temperature control and ventilation functions maintained in working order; (iii) the Safety Device's dual alarm system is connected to the physical location of the Safety Device and automatically triggers an alarm inside the building when a newborn infant is placed in the Safety Device; (iv) Provider uses the Safety Device's interior surveillance system to monitor the inside of the Safety Device twenty-four (24) hours per day; (v) the interior point of access is located in an area that is conspicuous and visible to Provider's employees; (vi) the Safety Device displays the quick response code linking to the video recording described in Wis. Stat. § 48.195(7), using signage furnished or approved by SHBB; and (vii) Provider physically checks the Safety Device at least twice daily and tests the Safety Device at least weekly to ensure that the alarm system is in working order, and keeps a written record of those checks and tests available to SHBB upon request.

Section 6. Representations and Warranties.

A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the

jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls. Provider acknowledges that it has not relied on SHBB for legal, regulatory, insurance, or risk-management advice in making such determination and accepts sole responsibility for ongoing compliance with applicable law. Provider further agrees and acknowledges that the Safety Device is intended solely to facilitate the voluntary relinquishment of a newborn infant pursuant to the Safe Haven Laws; that Provider is solely responsible for training its personnel, adopting internal policies, staffing, and understanding, interpreting, and complying with the Safe Haven Laws, including ch. DCF 39, Wis. Adm. Code, and all related child-welfare, mandatory-reporting, and emergency-response requirements applicable to Provider's operations; that SHBB does not provide legal advice and makes no representation or warranty regarding Provider's compliance with law or eligibility for any statutory immunity; and that this Agreement and the provision of the Safety Device do not create, expand, or modify any legal duty, standard of care, or statutory obligation beyond those imposed by applicable law, and SHBB does not guarantee any immunity, protection, or outcome under the Safe Haven Laws.

B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

Section 7. Insurance. Provider represents that it has in full force and effect, and will at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of $10,000,000 per occurrence, related to the Safety Device's placement and operation in or about

Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the City of Neenah's (Provider's insurance provider) general liability policy. SHBB's liability as to the Safety Device in relation to the Provider under this Agreement is covered under the City of Neenah's general liability policy, as additional named insured. Provider shall furnish SHBB with reasonable evidence of such coverage upon SHBB's written request.

Section 8. Indemnification. Subject to the protection provisions of §893.80, Wis. Stat., Provider agrees to defend and indemnify, protect and hold harmless SHBB, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying Provider's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises. Moreover, notwithstanding the indemnification duty described hereinabove, nothing in the exercise of such duty shall in any manner impair or diminish Provider's ability to invoke and rely upon the claims or defenses for immunity or other limitations of actions afforded it pursuant to the provisions of §893.80, Wis. Stat., and all common law determinations made thereunder. Provider's indemnification obligation under this Section shall apply only to the extent a Claim is not satisfied by the proceeds of the insurance described in Section 7. The foregoing indemnification applies to the extent permitted by the Constitution and laws of the State of Wisconsin, including §893.80, Wis. Stat. If and to the extent applicable law does not permit Provider to indemnify SHBB, Provider shall instead maintain the insurance described in Section 7 with SHBB named as an additional insured and, if Provider carries property coverage on the Safety Device, with SHBB named as loss payee. If applicable law does not permit Provider to name SHBB as an additional insured, Provider shall maintain, at its own cost and expense and to the extent permissible under applicable law, a policy of insurance covering the Safety Device for its full replacement value and covering SHBB against liability arising out of the presence and operation of the Safety Device at Provider's premises. In no event shall SHBB be obligated to indemnify, defend, or hold harmless Provider.

Section 9. Termination. Either Party may terminate this Agreement upon sixty (60) days prior written notice. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the

expenses of which shall be borne by SHBB, so long as expenses do not exceed $500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider. Provider is solely responsible, at its own cost and expense, for restoring its premises following removal of the Safety Device.

Section 10. Remedies.

A. **Option to Cure.** Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

B. **Attorneys' fees.** Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

Section 11. Ownership of Safety Device. Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB. Title to the Safety Device shall at all times remain with SHBB, and Provider shall acquire no right, title, or interest in the Safety Device except the limited right of use during the Term and any renewal terms; this Agreement constitutes a true lease and not a sale, financing, or security interest. To the extent the Safety Device or the Services generate data, logs, or records (collectively, "System Data"), SHBB shall own the System Data, provided that any patient, personal, or protected health information is excluded or handled in accordance with applicable privacy laws, including HIPAA where applicable and the confidentiality requirements of Wis. Stat. § 48.195(2). Each Party shall comply with applicable data protection and privacy laws and shall implement reasonable

administrative, technical, and physical safeguards to protect confidential information.

Section 12. Disclaimer and Limitation of Warranties.

A. SHBB has a policy of testing the Safety Device at its principal office prior to delivery of Safety Device to Provider in order to ensure it is functioning properly. SHBB also has a policy of testing the Safety Device once it is installed on the Premises to ensure it is functioning properly. SHBB's testing of the Safety Device is strictly limited to ensuring it functions properly and is further limited by the limitations and disclaimers on all warranties, express or implied, set forth in this Agreement regarding disclaimer and limitation of warranties.

B. SHBB IS ONLY THE ASSEMBLER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER OF ANY KIND, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS.

C. **DUE DILLIGENCE BY PROVIDER**. IF PROVIDER HAS NOT INSPECTED DEVICE AND CHOOSES TO, PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER HAS THIRTY (30) DAYS FROM THE AGREED-UPON INSTALLATION DATE TO INSPECT THE SAFETY DEVICE AND ADVISE SHBB OF ANY OPERATIONAL DEFECTS, OTHERWISE ON THE THIRTY-FIRST (31ST) DAY PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER HAS WAIVED SAID OPPORTUNITY TO PERFORM ITS OWN DUE DILLIGENCE AS TO ANY APPARENT OR LATENT DEFECT(S) OR FAULT(S).

(PROVIDER, BY: Brian D. Borchardt, ITS Mayor).

D. IN ALL CIRCUMSTANCES, PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER ACCEPTS, TAKES, AND/OR OTHERWISE LEASES THE SAFTEY DEVICE CONTEMPLATED BY THIS AGREEMENT ON AN "AS-IS" AND "WITH ALL FAULTS" BASIS.

E. SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the use, maintenance, operation, or installation of the Safety Device nor this lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These

warranties shall not apply to the Safety Device or improvements, restoration, repair, servicing, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

Section 13. Miscellaneous.

A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

Safe Haven Baby Boxes
Attn: Monica Kelsey
P.O. Box 185
Woodburn, IN 46797

Provider Notice shall be given to:

Charlotte K. Nagel, City Clerk
211 Walnut Street
Neenah, WI 54956
Copy to: City Attorney, 211 Walnut Street, Neenah, WI 54956

B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld. SHBB may assign this Agreement, without Provider's consent, to a successor nonprofit organization or entity that assumes SHBB's charitable mission and obligations under this Agreement upon written notice to Provider.

C. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Wisconsin without regard to its conflict-of-laws rules. Each Party waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement or the transactions contemplated by it in any Wisconsin court in Winnebago County, State of Wisconsin or Indiana court in Allen County, State of Indiana, United States of America, depending upon the

circumstances of the claims made herein. Parties agree that any and all claims of any kind arising out of and relating to this Agreement if brought by Provider against SHBB in a Court shall be brought in a court in Allen County, State of Indiana, United States of America, and if brought by SHBB in a Court shall be brought in a court in Winnebago County, State of Wisconsin, United States of America. Each party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such respective court. Each party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.

D. Dispute Resolution; Mediation. Before either Party files an action under Section 13(C), the Parties shall first attempt in good faith to resolve the dispute through non-binding mediation before a mutually agreed mediator, with the mediator's fees shared equally. If the dispute is not resolved within sixty (60) days after a Party's written request for mediation, either Party may proceed under Section 13(C). Nothing in this Section requires either Party to arbitrate any dispute or prevents a Party from seeking temporary or injunctive relief to protect the Safety Device or the safety of an infant.

E. Integration. This Agreement along with the attached exhibits is the final written expression of the parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.

F. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.

G. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.

H. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.

I. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

J. Risk of Loss; Delivery. Delivery of the Safety Device shall be at Provider's sole cost and expense. Risk of loss, damage, or destruction shall transfer to Provider upon delivery of the Safety Device to the carrier for shipment to Provider. Provider may, at its sole option and expense, procure insurance coverage for the Safety Device during shipment, delivery, and thereafter. In the event of loss or damage during shipment, SHBB may, at its election, pursue or cooperate in pursuing any available carrier or insurance claims, provided that any recovery shall be applied first to repair or replacement of the Safety Device or otherwise allocated as the Parties may reasonably agree. Nothing in this Section shall be construed to impose on SHBB any obligation to insure the Safety Device or to assume risk of loss beyond that expressly stated herein.

K. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than payment obligations that accrued prior to the force majeure event) to the extent such failure or delay is caused by circumstances beyond its reasonable control, including without limitation acts of God, natural disasters, fire, flood, power or utility outages, failures of communications or monitoring networks, epidemics or pandemics, public health emergencies, acts of terrorism, civil unrest, labor disputes, governmental orders or actions, or failures of third-party service providers. Performance shall be excused for the duration of the force majeure event, and the affected Party shall use commercially reasonable efforts to resume performance as soon as practicable. A force majeure event shall not be deemed beyond a Party's reasonable control if caused by the acts or omissions of that Party, or its employees, officers, agents, or affiliates.

L. Preservation of Immunities. The Parties acknowledge that SHBB is acting as an independent contractor in furtherance of Provider's governmental or public functions relating to child welfare and safe haven services. Nothing in this Agreement shall be construed to waive, limit, or impair any governmental, sovereign, statutory, qualified, or derivative immunity, defense, or limitation of liability that may be available to SHBB under applicable federal or state law by virtue of its status as a contractor performing services on behalf of a governmental entity, including any immunity recognized under common law or statute for government contractors. This Agreement shall not be construed to create duties, standards of care, or liabilities for SHBB greater than

those imposed by applicable law, nor to expand SHBB's liability beyond that which would exist in the absence of this Agreement.

M. Lease and Service Only. The Parties expressly acknowledge and agree that this Agreement is a lease and service agreement and is not, and shall not be construed as, a construction contract or an agreement for construction services under any applicable state or local law. SHBB does not perform, supervise, or control any construction, alteration, or improvement to Provider's premises. Any construction, structural modification, or installation work required at Provider's premises shall be performed solely pursuant to a separate agreement between Provider and one or more independent third-party contractors, and SHBB shall have no responsibility or liability for such work. Nothing in this Agreement shall be interpreted to trigger or be subject to any statute governing construction contracts or construction-related indemnity limitations.

N. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered electronically, by PDF, or through an electronic signature platform shall be deemed original signatures and shall be binding for all purposes.

O. E-Verify. SHBB represents that it complies with applicable federal and state employment eligibility and verification laws.

P. Construction; Headings. This Agreement shall be construed according to its plain meaning and as a whole, and not for or against any Party by reason of authorship. Section headings are included solely for convenience of reference and shall not affect the interpretation or construction of this Agreement.

Q. No Debt Against the State. This Agreement shall be interpreted and enforced so as to avoid the creation of any prohibited debt or obligation under applicable state law, and any provision that could be so construed shall be deemed modified to the minimum extent necessary to preserve its validity.

R. Publicity; Use of Name and Marks. Provider shall refer to the Safety Device solely as a "Safe Haven Baby Box" or "Baby Box." Subject to applicable public-records, open-meetings, and transparency laws, Provider shall not issue press releases, public announcements, or marketing materials relating to the Safety Device or this Agreement without the prior written consent of SHBB, except as required by law. Provider grants SHBB a limited, non-exclusive, royalty-free right during the Term and any renewal terms to identify Provider by name

and logo as a participating site in SHBB's nonprofit, educational, or awareness-raising materials. Nothing in this Agreement shall be construed to permit use of either Party's name, trademarks, or logos in a manner that implies sponsorship, political advocacy, or commercial endorsement without express written approval.

S. Intellectual Property. "Safe Haven Baby Boxes" and its associated logo, an illustration of a baby footprint, are trademarks of SHBB. Any use of SHBB's trademarks is prohibited except as expressly authorized (i) under this Agreement, (ii) through the use of SHBB-licensed signage in compliance with this Agreement, or (iii) pursuant to SHBB's prior written consent.

T. Survival. All provisions of this Agreement that by their nature should survive expiration or termination, including without limitation provisions relating to ownership, risk of loss, indemnification, limitation of liability, data and confidentiality, termination obligations, and this Section 13, shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

"**SHBB**"

By:_____

Monica Kelsey, Founder / CEO
Safe Haven Baby Boxes, Inc.

"**PROVIDER**"

By:_____

Brian D. Borchardt, Mayor

By:_____

Charlotte K. Nagel, City Clerk

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: drashid@neenahwi.gov
DAVID C. RASHID
CITY ATTORNEY

MEMORANDUM

DATE: November 10, 2026

TO: Public Services & Safety Committee Chair S. Weber, Members: B. Defferding, J. Linski, B. Pollnow, & D. Steiner.

From: City Attorney David Rashid

CC: Chief A. Olson, Humane Officer M. Bedora, Mayor B. Borchardt

RE: Amendment to Ordinance to Appoint Humane Officer & Establish Abatement Procedures

Committee: Last winter, at Chief Olson's and my urging, you appointed Michaela Bedora to be the City's humane officer.

That appointment entailed our amending the ordinances to make that appointment official, as well as to establish a process (mirroring the State's statutory scheme) whereby the Humane Officer could abate incidents indicating injury to an animal and affording a subject (respondent) individual procedural rights relative to hearings and appeals.

The within Amendment accomplishes these goals, bestowing upon the city the power to appointment the humane officer, allowing the person to request a hearing before this committee, just as they would for a dangerous dog case, and to appeal to circuit court for judicial review were they unsatisfied with this committee's determination.

APPROPRIATE ACTION WOULD BE A MOTION TO RECOMMEND TO COUNCIL THAT IT ADOPT THE ORDINANCE AMENDING CHAPTER 3 OF ART. III, ADDING TWO NEW SECTIONS.

F:\CITY_ATTORNEY_Police\Humane Officer\Ordinance Amendment MEMO ~ 10.14.26.docx

Memorandum

Date: November 10, 2026

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

From: Captain Amy Wagner

RE: 2026 Third Quarter Police Statistics

Attached are the third quarter statistics for the Neenah Police Department.

1. Incident Report
2. Traffic Report
3. Traffic Crash Report
4. Traffic Crash Map
5. Unified Crime Report
6. Parking Report
7. Overdose Report
8. Open Records Report
9. Dangerous Animals
10. Code Enforcement
11. Behavioral Health Officer Report
12. K-9 Deployment Detection and Summary

Attachments:

1. Quarter 3 Report 2026

2026 QUARTER 3 REPORT

Neenah Police Department

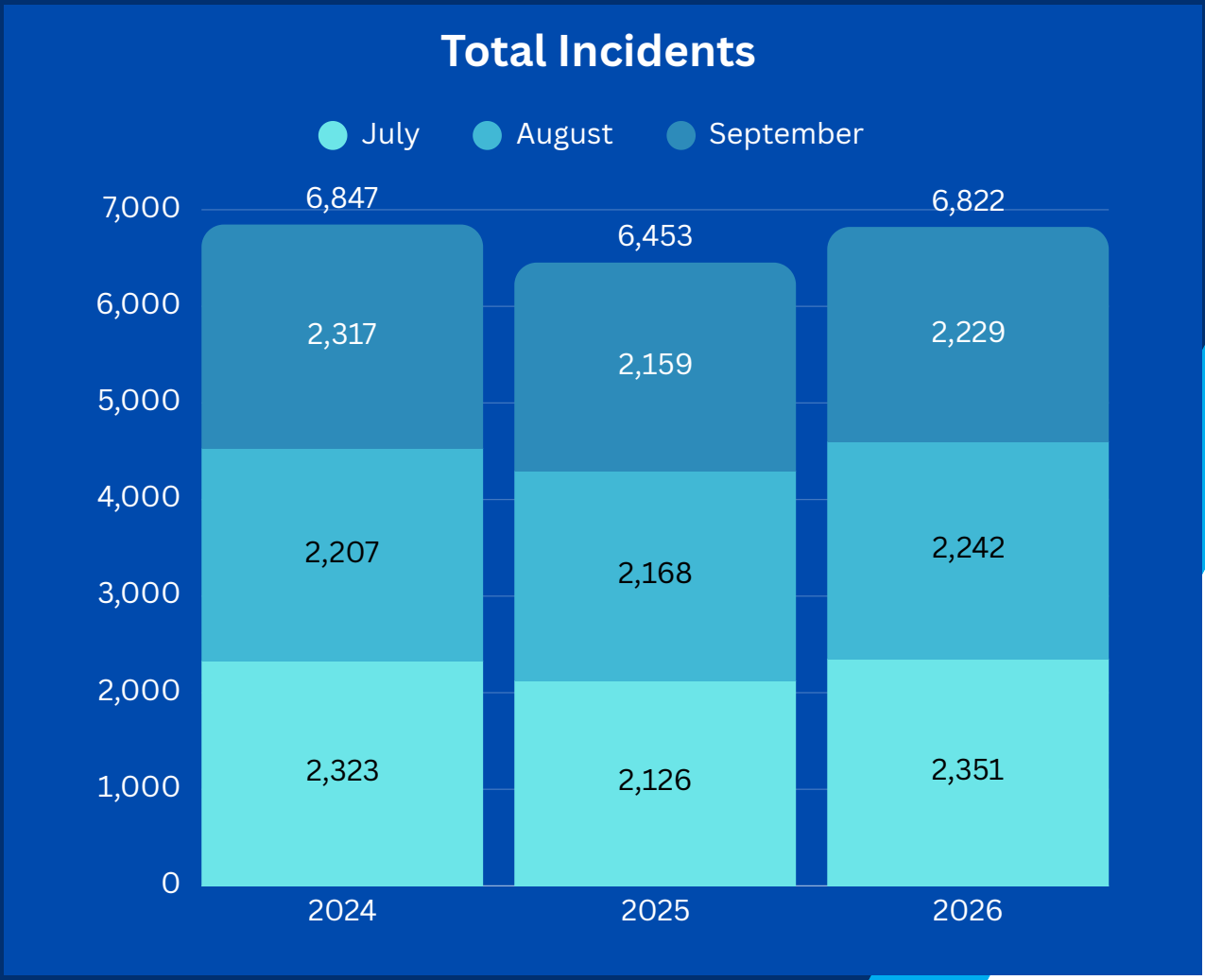


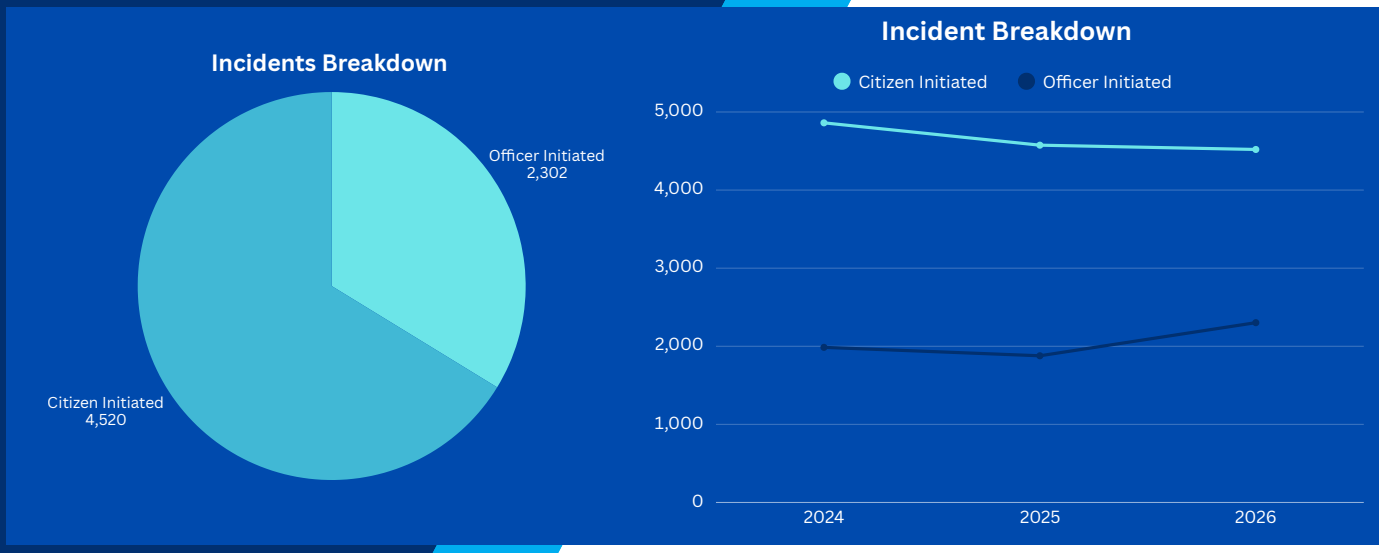
Prepared by

Austin Riska

920-886-6000

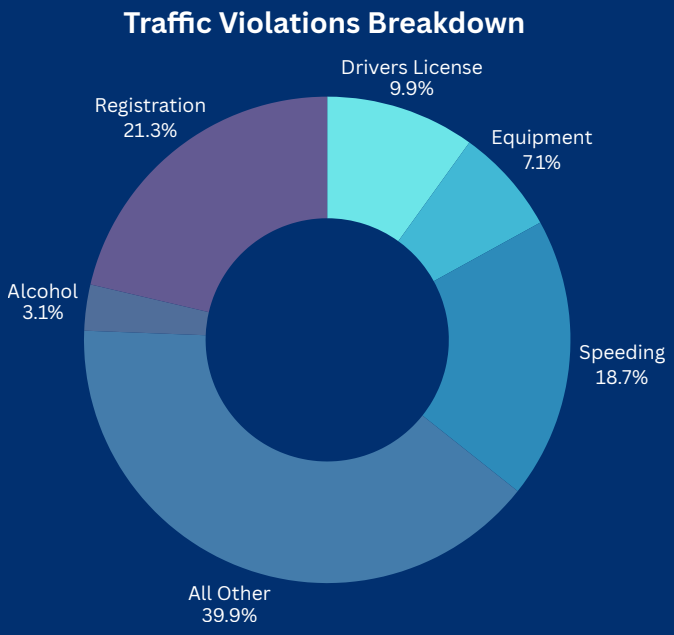
INCIDENT REPORT

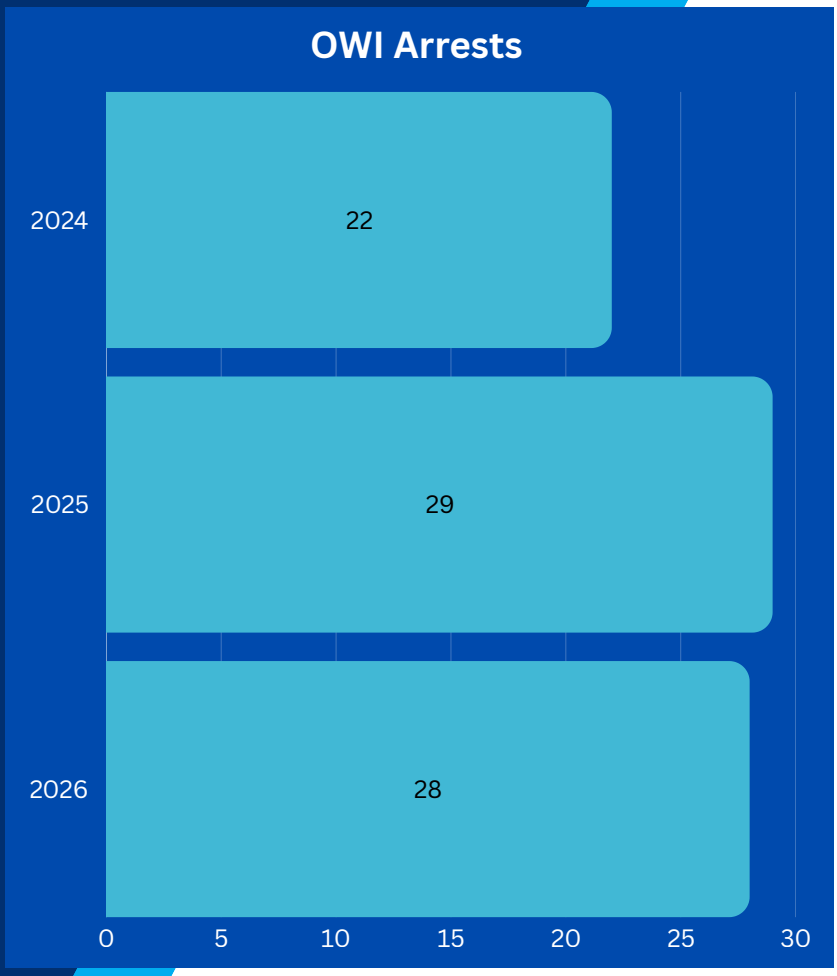




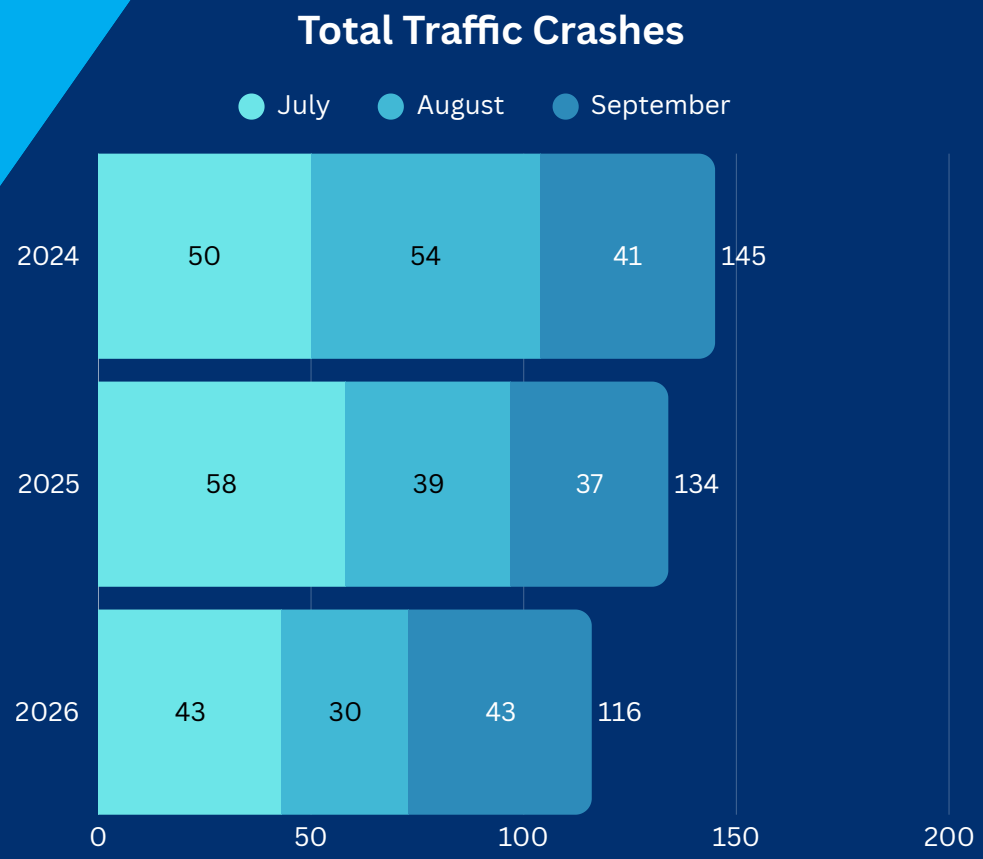
TRAFFIC REPORT

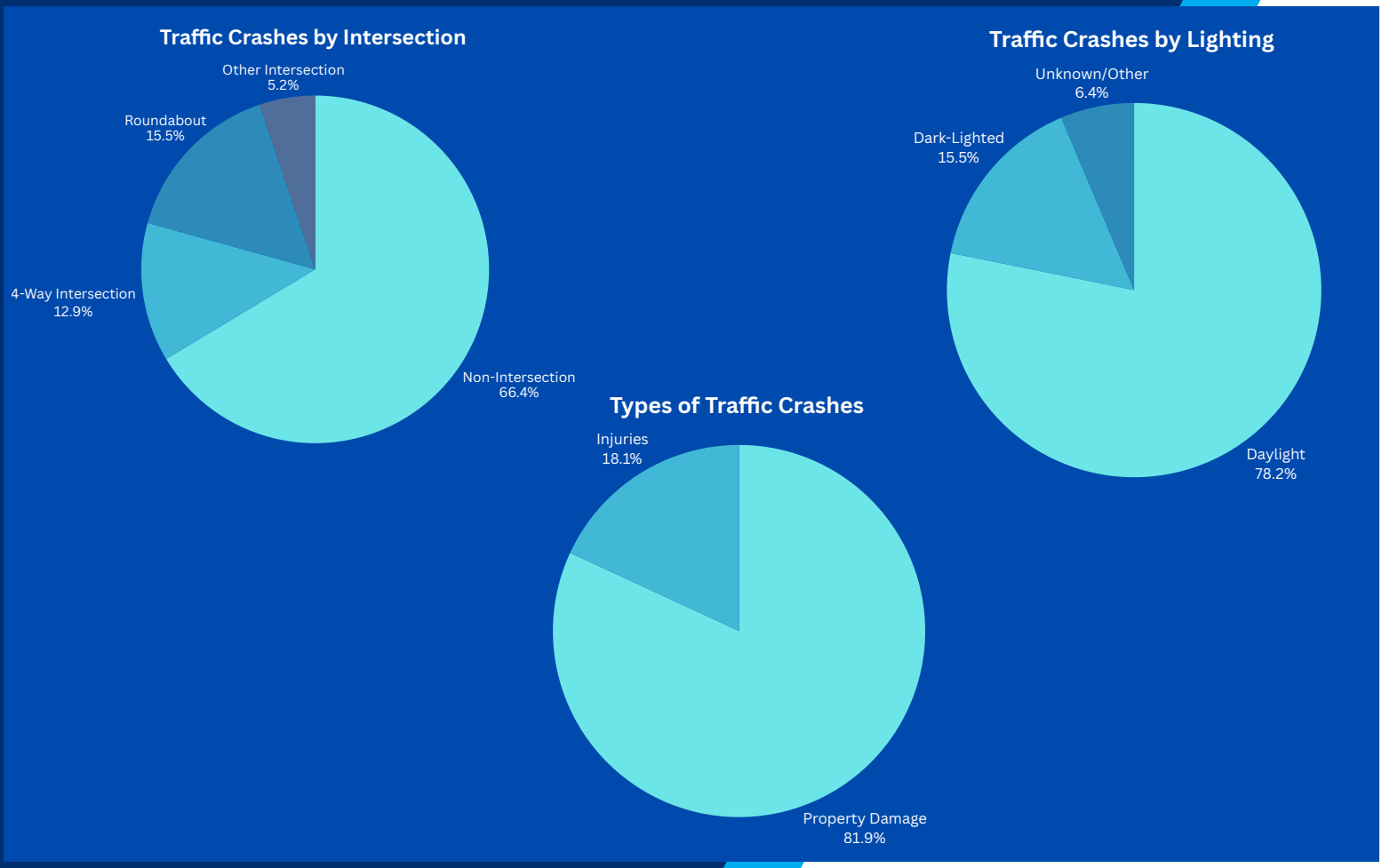




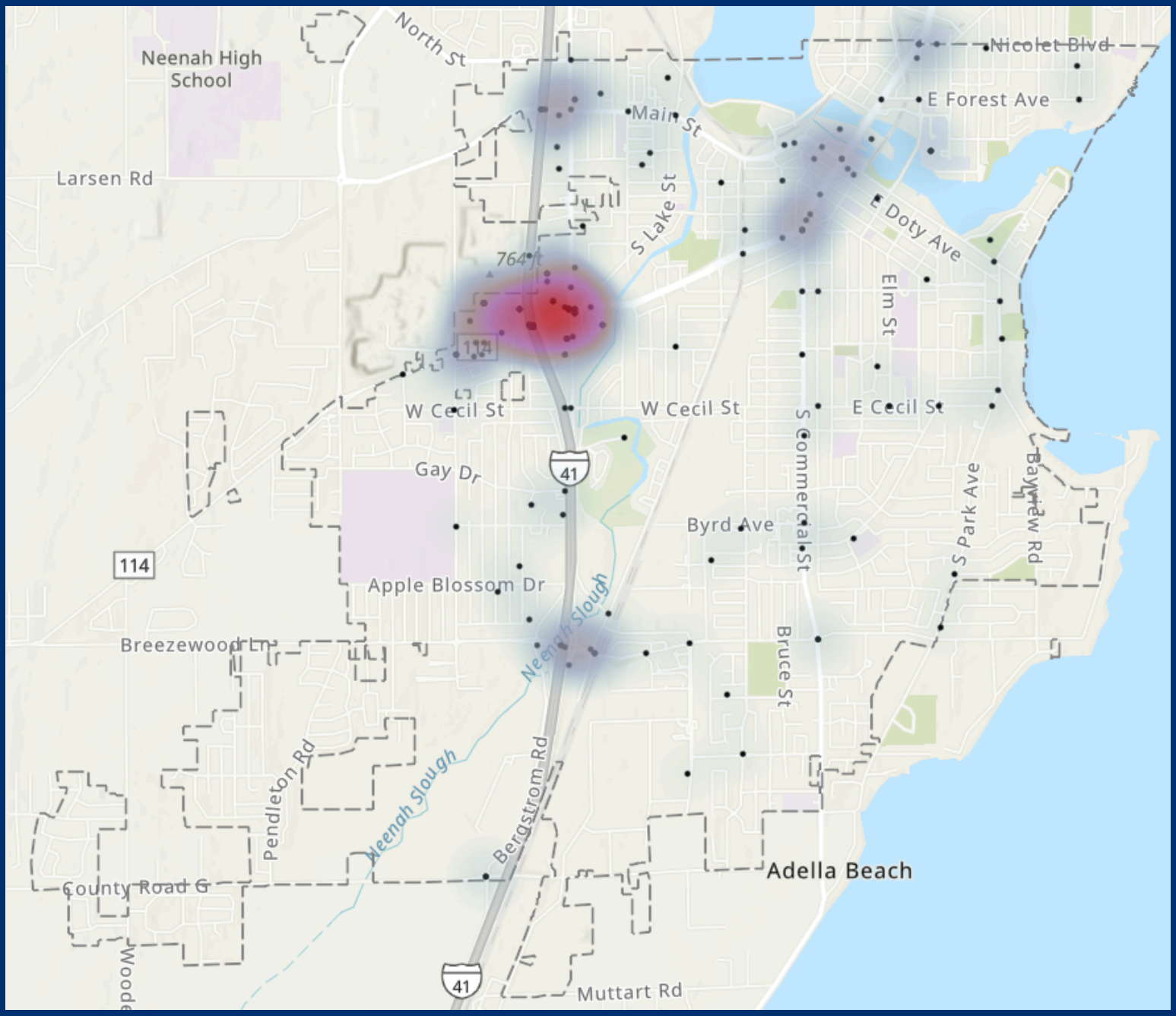


TRAFFIC CRASH REPORT





TRAFFIC CRASH MAP

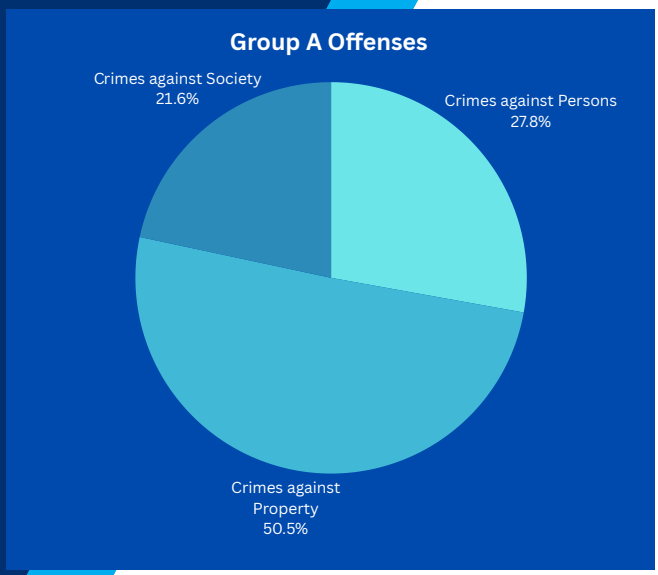


Map includes all reportable and non-reportable traffic crashes this quarter

UNIFIED CRIME REPORT

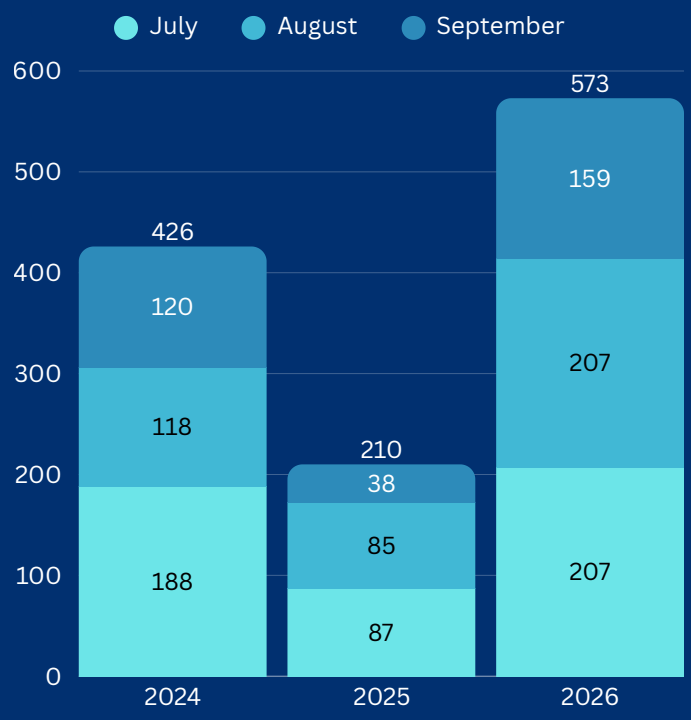
Group A Crime Offenses						
Categories	Offenses	Victims	Clearances	Adult Arrests	Juvenile Arrests	Total Arrests
Crimes against Persons	54	54	48	34	4	38
Crimes against Property	98	101	52	32	12	44
Crimes against Society	42	42	35	25	1	26
Total Group A	194	197	135	91	17	108

Group B Arrests			
Categories	Adult Arrests	Juvenile Arrests	Total Arrests
Bad Checks	0	0	0
Curfew/Loitering/Vagrancy	0	0	0
Disorderly Conduct	20	5	25
Driving Under the Influence	24	0	24
Family Offense, Nonviolent	1	0	1
Liquor Law Violations	6	3	9
Trespass of Real Property	4	1	5
All Other Offenses	69	9	78
Total Group B Arrests	124	18	122

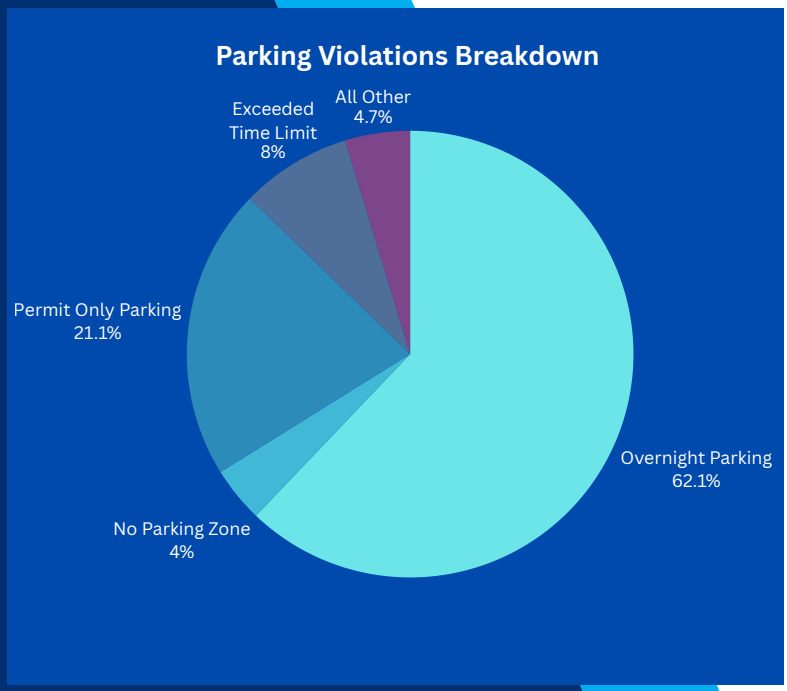


PARKING REPORT

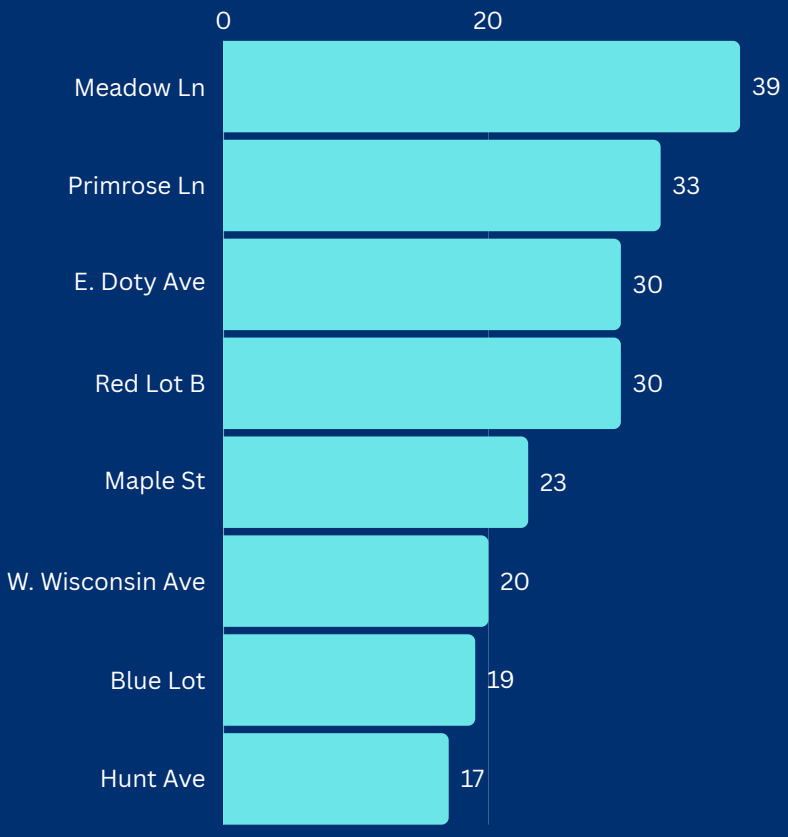
Total Parking Citations



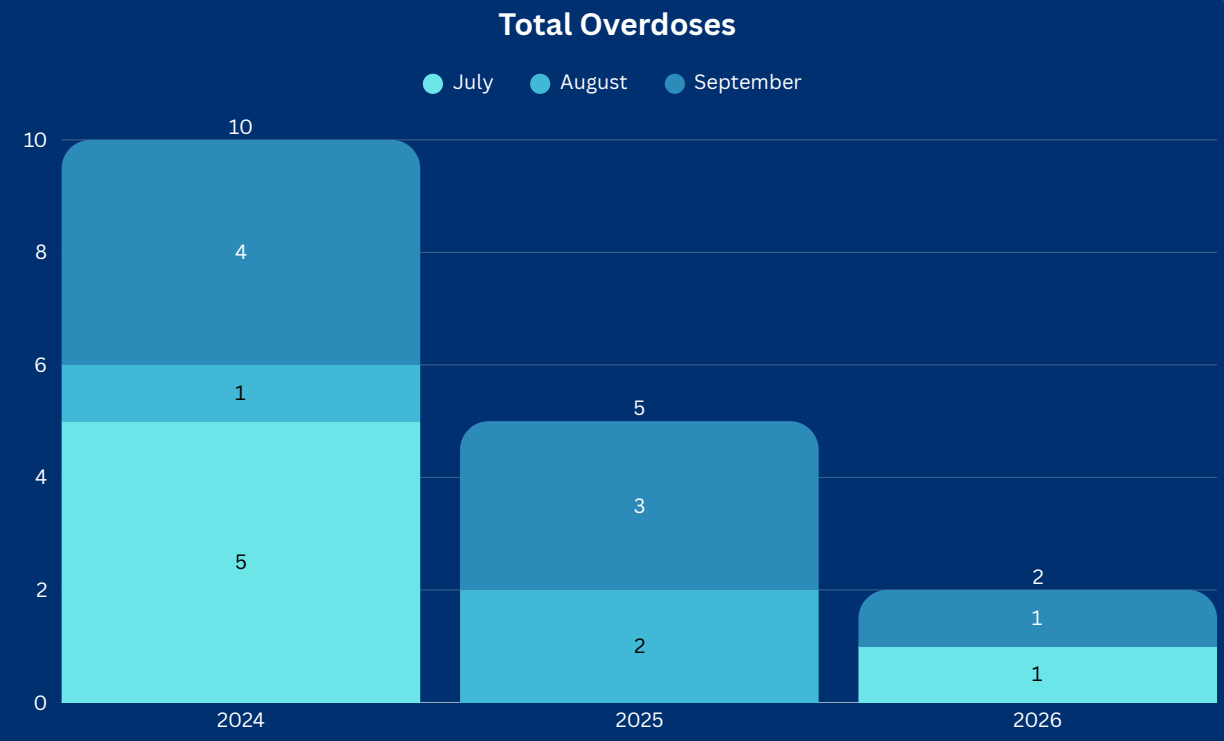
Parking Violations Breakdown

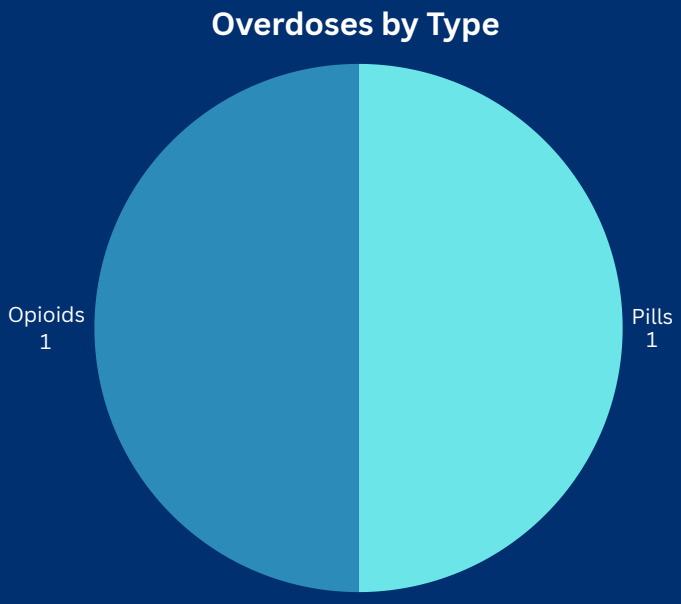


Locations with 15+ Parking Citations



OVERDOSE REPORT



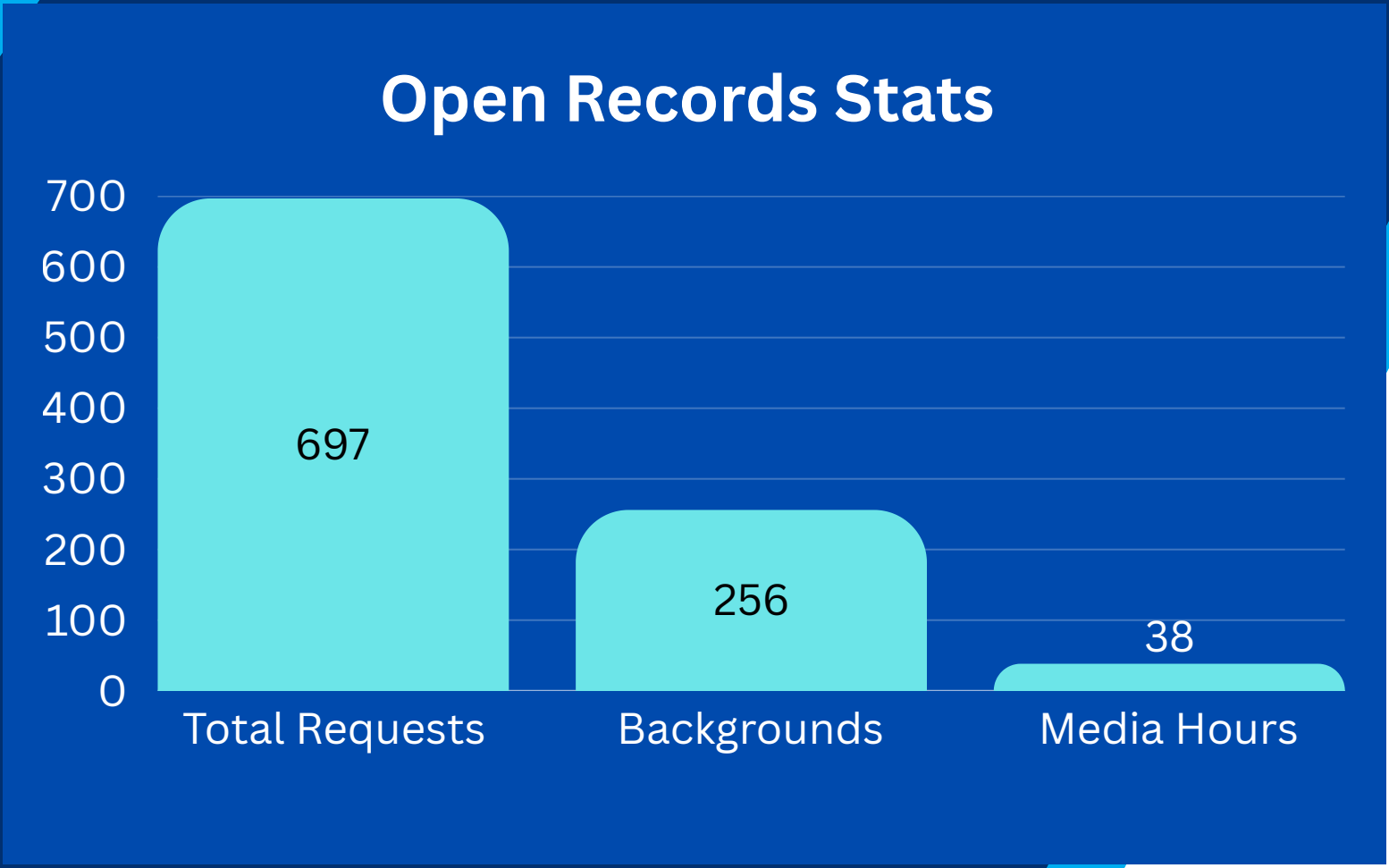


Overdoses can be caused by multiple substances.

Fatal Overdoses

There were no fatal overdoses this quarter.

OPEN RECORDS REPORT

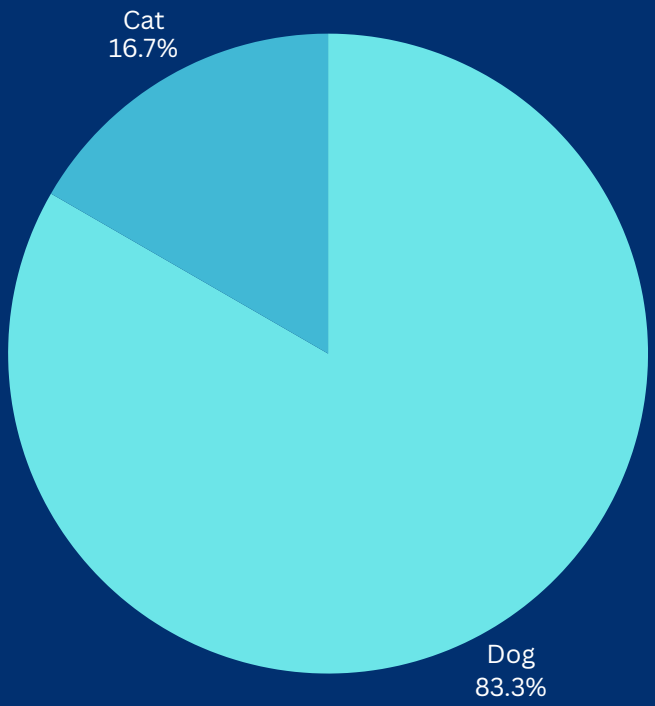


The average turnaround time for record requests this quarter was .81 days.

DANGEROUS ANIMALS

Dangerous Animal Stats			
Total Animal Incidents	No Action Taken	Dangerous Animal Declaration	Prohibited Animal Declaration
36	34	1	1

Type of Animal Investigated

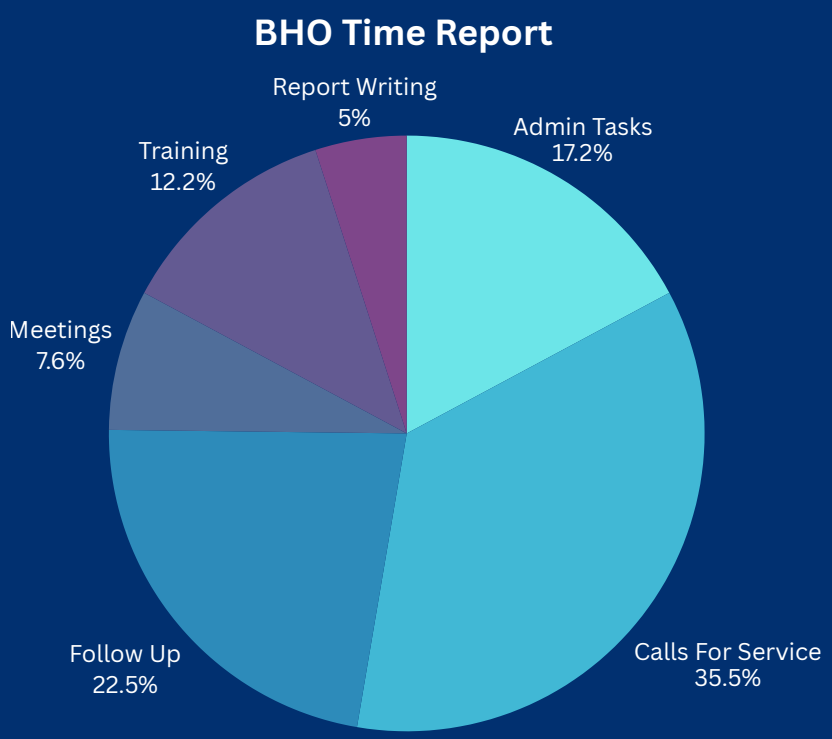


There are currently no dangerous animal licenses active.

CODE ENFORCEMENT

Code Enforcement Stats					
	Total Inspections	Initial Inspections	**Citations Issued**	**$50 Service Fees**	**$100 Service Fees**
Quarterly Totals	727	141	3	14	7

BEHAVIORAL HEALTH OFFICER



Behaviroal Health Officer Statistics

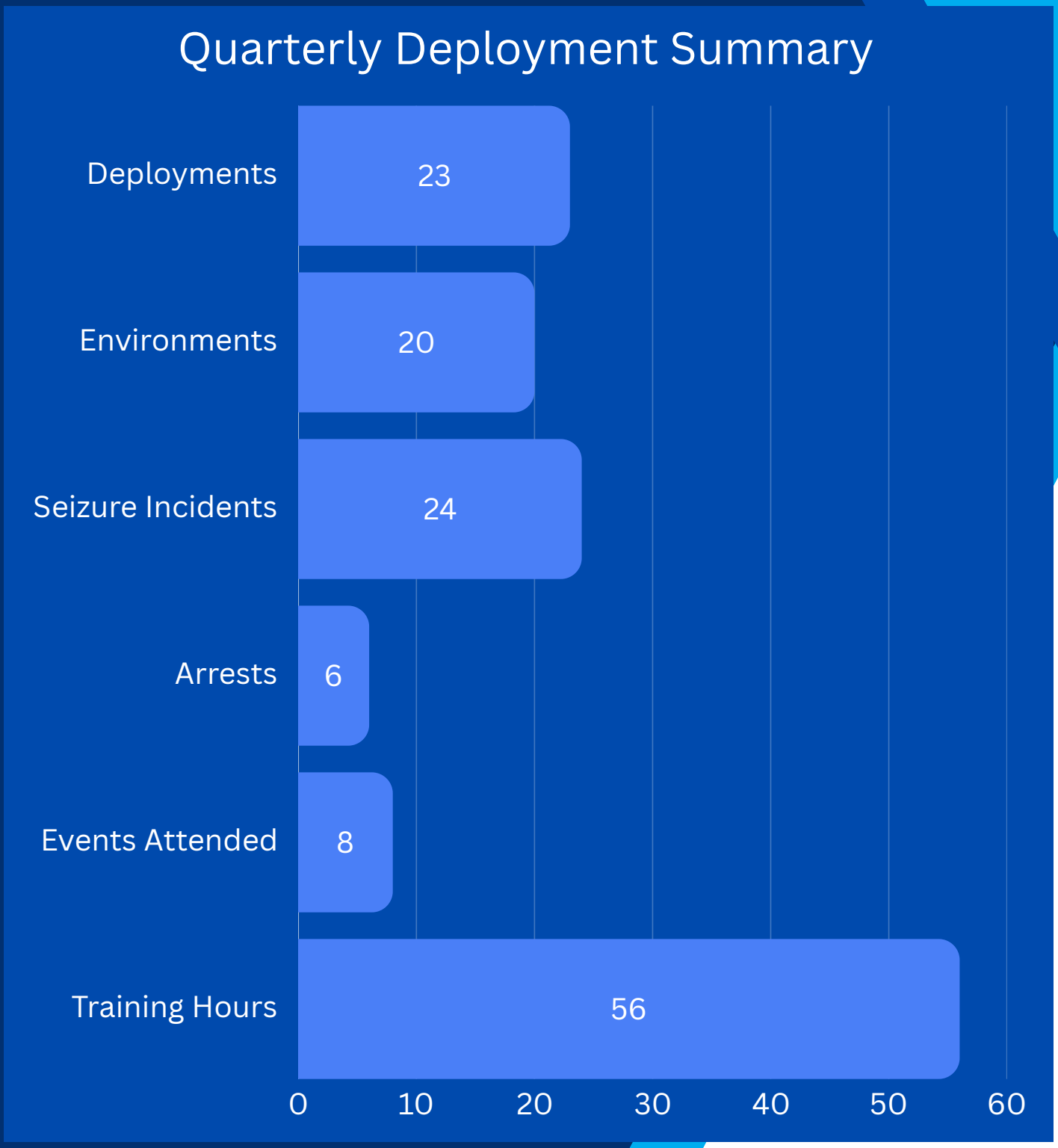
Categories	July	August	September	Total
BHO Contacts	97	71	112	309
Patrol Officers Relieved	23	14	9	56

Department Holds

Categories	Total
Chapter 51.15	9
Voluntary	22
Saftey Plan	4
Alcohol Incap.	2
Chapter 55	2

The BHO being available to assist with mental health calls has saved approximately 38 hours of the patrol division's time this quarter.

K-9 DEPLOYMENTS



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

M E M O R A N D U M

DATE: November 6, 2026

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

FROM: Mark Rohloff, Interim Director of Public Works

RE: Punch Card Changes in 2027

Mayor Borchardt and Public Works staff met to review the 2026 punch card process and any changes for 2027.

As a result of that discussion, several changes will take effect in 2027. Punch cards will once again be mailed to eligible residents, and each card will continue to include three punches. Residents may purchase one additional punch card rather than two, and the cost of an additional card will increase from $30 to $50.

Changes will also apply to Single-Use Cards, which are available to landlords and renters who are not eligible for a regular punch card, as well as to homeowners. Single-Use Cards currently cost $10 each and are limited to two per purchase. However, misuse has increased, with some residents using a Single-Use Card to dispose of more material than the standard three-punch allowance permits. To discourage misuse, the cost of each Single-Use Card will increase from $10 to $25.

The group also discussed the future of the drop-off site and potential measures to reduce costs and improve efficiency for City staff and residents. Mayor Borchardt directed staff to evaluate new processes and options for possible implementation in 2028.

Memorandum

Date: November 10, 2026

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

From: City Attorney David Rashid

RE: GFL Contract

All:

When this matter was last discussed, substantively, I was unable to attend the Committee meeting due to a prior engagement, and the following meeting was just days after the passing of my mother in Iowa.

There was apparently much prior discussion concerning the advisability of our signing this agreement, given the perception of its “lopsided” terms, favoring the vendor.

After my review of the two-page agreement back in September, I advised the DPW folks about my eight points of concern, but that the risk seemed quite minimal that the relationship would ever devolve to a point where the terms of the agreement would matter.

I’m still of that same opinion.

This agreement is “boilerplate”, and what’s known as a “contract of adhesion”, meaning the terms are essentially offered on a “take it or leave it” basis.

My role as legal counsel is to assess risk, minimize it, and protect the city’s interests.

Neither Travis Beyer, Mark Rohloff nor I believe this contract poses any serious threat to our interests, and in fact represents very minimal risk under the circumstances.
Even during the initial 36-month term, if the vendor is performing poorly and won’t rectify it, we can end the contract on threat of a non-jury suit/arbitration (either party can choose this) claim for breach of contract. In every contract in Wisconsin there exists an implied term of good faith and fair dealing – if GFL were to breach that term, they’re in default and can be held to account.

Sup. Beyer assures me that ever since GFL took over for the prior vendor, services have improved greatly. He is pleased, so far, with their performance of services under the arrangement. He doesn't anticipate this to change.

Notwithstanding all the above, if the Committee/Council directs us to "pushback" on the conglomerate's legal team for improved terms, we'll endeavor to do so. In such case, my experience tells me that that would likely bear little meaningful fruit.

APPROPRIATE ACTION IS TO RECOMMEND TO COUNCIL IT AUTHORIZE THE DIRECTOR OF PUBLIC WORKS OR THE SUPERINTENDENT TO APPROVE THE CONTRACT, AS PROPOSED.

Attachments:

1. GFL Drop Off Site Dumpster Agreement City of Neenah Public Works 9.24.26

SALESPERSON # JK FEL _____ REL _____ ROL _____ PO #_____

SERVICE AGREEMENT

CUSTOMER #: U4 68122 **SITE #:**_____

New Account _____ Service Increase_____ Service Decrease _____ Cancel _____

Rate Increase _____ Rate Decrease _____ Other _____ Reason Code _____

CUSTOMER MASTER/BILLING INFORMATION

LEGAL NAME: City of Neenah

ADDRESS LINE 1: 1495 Tullar Rd

ADDRESS LINE 2:_____

CITY: Neenah STATE: WI

ZIP CODE: 54956 PHONE: (___) - _____ - _____

EMAIL: tbeyer@neenahwi.gov

CONTACT NAME: Travis Beyer

SITE MASTER MAINTENANCE/SERVICE LOCATION

NAME:_____

ADDRESS LINE 1:_____

ADDRESS LINE 2:_____

CITY:_____ STATE:_____

ZIP CODE:_____ PHONE: (920) - ____ - _____

EFFECTIVE DATE OF AGREEMENT: 11/1/26

	SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL RATE	BASE DISPOSAL CHARGE	MONTHLY BASE CHARGES
NEW	1	Recycle	7	8 YD	N	N	3XWK			$2,547.00
	1	Waste	6	30 YD	N	N	5XWK	$135.00		
OLD										

OTHER CHARGES: ~~Fuel, Environmental, Administrative, Compliance and Business Impact and other charges as shown on invoice~~

This Service Agreement ("Agreement") together with the Terms and Conditions set forth herein is a legally binding contract between Contractor and Customer, and the individuals executing this Agreement have all power and authority to do so. This Agreement may be executed in counterparts and by electronic transmission.

GFL Solid Waste Midwest LLC
("Contractor")
By: _____
Print Name:_____

City of Neenah
("Customer")
By: _____
Print Name: Travis Beyer

TERMS AND CONDITIONS

SERVICES. Customer grants Contractor the exclusive right to collect and dispose all of Customer's Waste Materials (as defined below). Contractor agrees to furnish the services and Equipment specified above, subject to the terms and conditions of this Agreement. Changes in collection frequency and type of Equipment may be agreed to orally or in writing, provided that no terms and conditions added by Customer shall be binding upon Contractor unless expressly accepted in writing by the Contractor's authorized officer. Contractor reserve the right to substitute similar but equivalent services. These terms and conditions supersede any customer issued agreements and/or purchase orders.

TERM. The term of this agreement is 36 months commencing on the effective date and shall automatically renew for additional twelve month terms thereafter, unless either party provides notice to the other of non-renewal at least 60 days but not more than 120 days prior to the expiration of the then current term. If Customer terminates this Agreement other than as provided above, or if Contractor terminates due to Customer's breach (including nonpayment), Customer shall pay to Contractor, in addition to Contractor's legal fees, if any, liquidated damages in an amount equal to the average of the Customer's invoices for the prior twelve months multiplied by the number of months remaining in the term; or if Customer has not been serviced for twelve months, an amount equal to Customer's most recent monthly charge multiplied by the number of months remaining in the term. Customer acknowledges that Contractor has dedicated certain Equipment, personnel and/or incurred other debts/commitments to service Customer and has a right to profit in good faith in its relationship with the Customer. Customer acknowledges that the actual damages to Contractor in the event of termination are difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Contractor resulting from such termination, and is a genuine pre-estimate of Contractor's anticipated damages and is not imposed as a penalty. The liquidated damages amount set out in this section do not include costs for removing the Equipment which will be billed as a separate charge by Contractor. Contractor may terminate this Agreement at any time with not less than ten (10) days' prior notice to Customer. Contractor shall have the right to match any offers given to Customer by a competitor.

EQUIPMENT. All equipment furnished to Customer or used by Contractor ("Equipment") shall remain Contractor's exclusive property and shall be used only for the purposes intended by this Agreement. Customer shall not encumber, alter, move or overload the Equipment (by weight or volume), or compact Waste Materials once placed in the Equipment or otherwise utilize the Equipment for any purpose other than for the disposal of Waste Materials without Contractor's approval. If Contractor is assessed

(Additional Terms And Conditions On The Following Page)

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

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

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

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

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

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

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

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

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

M E M O R A N D U M

DATE: November 6, 2026

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

FROM: Mark Rohloff, Interim Director of Public Works

RE: Public Works General Activity

1) Contract 1-26 (Elm, Reed, Laudan Utilities/Street)
   a) Elm Street: The contractor paved the initial layer of asphalt on Thursday. Will pave the final layer of asphalt next week and work on punch-list items.
   b) Reed Street: : The contractor paved the initial layer of asphalt on Thursday. Will pave the final layer of asphalt next week and work on punch-list items.
   c) Laudan Boulevard: : The contractor paved the initial layer of asphalt on Thursday. Will pave the final layer of asphalt next week and work on punch-list items.
2) Contract 2-26 (Henry, Sterling, Winneconne)
   a) Sterling/Greenfield: Completed
   b) Henry- South of Winneconne: The contractor will complete the punch-list items and final landscaping this week. Cleanup and barricade removal are expected to be completed by the end of next week.
3) Winneconne Ave: The contractor will complete the punch-list items and final landscaping this week. Cleanup and barricade removal are expected to be completed by the end of next week.
4) Contract 4-26 (Misc. Concrete Pavement/Sidewalk Repair): Contractor started on Wednesday 11/4/2026
5) Contract 5-26 (Misc. Asp/halt Pavement Repair): Contractor should be in town the week of 11/9/2026.
6) Contract 6-26 Pavement Marking: The contractor has some crosswalks left to complete.
7) Contract 7-26 S. Commercial Street Tree Planting: Project is being advertised on 10/30/2026 and 11/6/2026. Bid opening is 11/13/2026.
8) City Hall Master Plan: Building Manager Benson is going to contact the consultant to get an update.
9) Freedom Acres/Homes at Freedom Meadows: There has been good cooperation from residents with the terrace installation and erosion control. Reclaimed asphalt has been put down on Liberty Avenue.
10) Church St Ramp: Work is complete
11) Storm Water Management Study: Consultant continuing to review documents.
12) N. Commercia St./Nicolet Blvd./First St.: Director Merten shared with Engineer Eckhart that this project will be pushed back to 2029 in the City of Menasha's CIP.

13) Baldwin Street Sidewalk: The sidewalk at Jeff Burow's property, 834 Baldwin Street, will be repaired under this year's Contract 4-26, Concrete Pavement and Sidewalk Repairs. Work under the contract has begun, and the repairs are expected to take place within the next couple of weeks. The City Attorney is waiting for a response from the property owner's attorney regarding the easement needed to install the sidewalk on the west side of Baldwin Street.