AMENDED
City of Neenah

Public Services and Safety Committee Agenda

Tuesday, November 24, 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 November 10, 2026, meeting of the Public Services and Safety Committee

V. New Business

A. Community Development

1. Amendment to Professional Services Agreement with EPLEX, LLC (E-Plan Exam)

B. Police Department

1. TruNarc Delta Model with 5-Year Warranty

C. Liquor Licenses

1. Approve a Temporary Class "B" (Picnic) License Application to Future Neenah, Inc, for a Very Neenah Christmas/Christmas Market
2. Approve a Temporary Class "B" (Picnic) License Application to Fox Valley Community Learning Center for Game Show Night Fundraiser

VI. Unfinished Business

A. GFL Contract

VII. Public Works General Construction and Department Activity Report

A. **Public Works General Construction and Activity Report ending November 20, 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, November 10, 2026

Call to Order

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

Roll Call

Public Works Office Manager Mroczkowski took roll. Alderman Defferding, Linski, Pollnow, and Steiner were in attendance. Alderman Weber was excused.

Also Present**:** Mayor Borchardt, City Attorney Rashid, Public Works Director Schroeder, Police Chief Olson, Assistant Police Chief Bernice, Human Resource Director Barber, Finance Director Rasmussen, Fire Chief Teesch, Public Works Street Superintendent Beyer, Police Captain Wagner, CSA Supervisor Bedora, Public Works Office Manager Mroczkowski, Alderman Neuman and Bruno, and Citizens, Scott Becher, Frank Cuthert, Becky Heidke Kwiatkowski, and Marybeth Matzek

Public Appearances

Scott Becher, 1061 Green Acres Ln., Neenah – Mr. Becher commended the Mayor on making the decision to mail out the punch cards in 2027.

New Business

Approval of Minutes

Approval of the Regular Meeting Minutes of the October 27, 2026, Public Services and Safety Committee meeting.

Motion by Linski, seconded by Steiner to approve the minutes of the Regular October 27,2026 meeting of the Public Services and Safety Committee.

Call for vote by Vice Chairperson Pollnow

Motion vote 4/0

Motion Carried

NEW BUSINESS

Safe Haven Baby Box-Fire Station No.31

Fire Chief Teesch reported that a Safe Haven Baby Box (SHBB) was incorporated into the design for the remodel of Fire Station No. 31. The initial fee of $16,500 will be funded through donations from a nonprofit organization. The annual fee of $600 will be included in the Fire Department's operating budget. SHBB will retain ownership of the device. Before the device is placed into service, Neenah Fire Department staff will coordinate its installation, personnel training, alarm monitoring, and operating procedures.

Motion by Defferding seconded by Steiner to recommend the Common Council the lease and service agreement with Safe Haven Baby Box, Inc., with an initial fee of $16,500 to paid for from a non-profit organization and an annual fee of $600 to paid for from the Fire Departments operating budget.

Alderperson Defferding asked about additional installation or shipping costs. Chief Teesch said the wall opening is complete and would be sealed if the project is not approved. He was unaware of any shipping costs.

Alderman Defferding asked how the box would be monitored. Chief Teesch explained that the box is equipped with an alarm connected to the 911 emergency system. If the box is opened, the alarm will notify the 911 center, which will then notify staff. The box will be inspected weekly, and staff will be trained in all facets of the applicable procedures.

Alderman Steiner asked how the public would be notified of the Safe Haven Baby Box. Chief Teesch said a press release would be issued, the box would be promoted annually in April during Family Awareness Month, and its location would be listed on the Safe Haven Baby Box website.

The Committee discussed the terms of the contract and agreement at length. By consensus, the Committee suggested tabling the item and directed City Attorney Rashid to contact SHBB regarding proposed revisions to better protect the City's interests.

Motion by Steiner, seconded by Defferding to table the item until the November 24, 2026, Public Services and Safety Committee meeting.

Call for vote by Vice Chairperson Pollnow

Motion vote 4/0

Motion Carried

Amendment to Ordinance to Appoint Humane Officer & Establish Abatement Procedures

CSA Supervisor Bedora stated this proposed ordinance amendment will provide enforcement tools for the Humane Officer. This allows for abatement orders regarding animal injuries or potential harm, serving as a step below criminal charges. She stated that if owners fail to comply with specific timelines, they face harsher misdemeanor penalties.

Report

Motion by Steiner, seconded by Linski to recommend Council approve to adopt the Ordinance Amending Chapter 3 of Article III, adding two new sections.

City Attorney Rashid stated that the amendment provides a proactive tool for risks not yet designated as dangerous animals.

Call for vote by Vice Chairperson Pollnow

Motion vote 4/0

Motion Carried

2026 Third Quarter Police Statistics

Police Captain Wagner noted that parking enforcement numbers for 2026 are currently above 2024 and 2025 numbers.

C.A.

Motion by Defferding, seconded by Linski to Receive and Place on file the 2026 Third Quarter Police Statistics.

Call for vote by Vice Chairperson Pollnow

Motion vote 4/0

Motion Carried

Punch Card Changes in 2027 (Informational Only)

Mayor Borchardt reported that, following this year's distribution of punch cards at City Hall, staff met to review punch card distribution, drop-off site operations and potential changes. To simplify the process during the leadership transition, punch cards will again be mailed to residents. Mailing the cards is expected to reduce the significant staff time previously required for in-person distribution.

Mayor Borchardt also noted that staff also discussed the drop-off sites continuing operating losses and the need to balance fee increases with maintaining services. The City remains the only municipality in the Fox Valley offering household item disposal. Future changes will focus on preserving this service while improving collection

efficiency, controlling tipping fees, tracking what is being disposed of, and preventing contractors from improperly unloading materials.

Alderman Pollnow clarified that the Drop-Off site, like other Public Works services, is not intended to generate revenue. The primary purpose of the facility was to eliminate monthly large-item pickup days, thereby reducing labor, personnel, and vehicle demands. Alderman Pollnow noted that the Drop-Off site is a popular and widely used public service and cautioned against allowing isolated misuse to determine whether the service should continue.

Mayor Borchardt noted any decisions made will be carefully made, rather than through a sweeping change. Appropriate directors' involvement will be included and supporting data will be shared throughout the year to help inform future decisions.

Alderman Pollnow questioned the increase from $30 to $50 for additional punch cards. Office Manager Mroczkowski stated that rates have remained unchanged since 2020, higher tipping fees, dumpster costs, and hauling demands provide a reasonable basis for an increase.

Alderman Defferding asked whether punch cards could be included with the spring Park and Recreation mailer. Office Manager Mroczkowski stated that other distribution options had been discussed. She noted that punch cards are available only to residents of single-family through four-family residences, while other mailing lists include nonprofits, businesses, and landlords, which are not eligible for the program.

OLD BUSINESS

GFL Contract

Motion by Steiner, seconded by Defferding to remove item from the table for discussion.

Call for vote by Vice Chairperson Pollnow

Motion vote 4/0

Motion Carried

Office Manager Mroczkowski reported that, in 2022, the City issued a request for proposals for dumpster-hauling services at the Drop-Off Site. Prior to 2022, hauling services had been provided by Orion Services, Inland Services, and Waste Management. Following review of the proposals received, staff selected and this Committee approved LRS as the service provider. The resulting service agreement had an initial three-year term and included an option for extension by mutual agreement. In April 2025, LRS was acquired by GFL. In mid-2026, the GFL account representative assigned to Neenah contacted the City to establish a new service agreement, which was presented to the Committee for approval.

Attorney Rashid stated that his opinion remains unchanged from when the matter was first presented. He indicated that the risk of the parties' relationship deteriorating to the point at which the agreement's terms would become material was minimal.

Alderman Steiner stated that the City should make an effort to negotiate contracts, regardless of the size of the corporation involved or the type of the contract. He expressed concerns regarding several provisions of the agreement and recommended contacting GFL to request revisions.

The Committee continued to talk about the terms of the agreement and whether these services should be sent out for bid.

Motion by Steiner, seconded by Defferding to direct City Attorney Rashid to negotiate with GFL and requests revisions to the terms to better protect the city in regard to the recommendations on indemnification, insurance, cost cap, 60-day notice provisions, and others identified by Committee members.

Alderman Linski stated he does not agree with the issues with the agreement. It is a standard agreement that we enter into for many services. He stated that going back and forth, putting it on the table and now deferring it again is a waste of time. He is concerned that GFL will pull their dumpsters if we push back to hard.

Alderman Steiner expressed concern that the agreement's terms were unfavorable to the City and stated that the matter warranted some pushback.

Call for vote by Vice Chairperson Pollnow

Motion vote 3/1 Linski

Motion Carried

<u>Public Works General Construction and Department Activity Report</u>

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.

c) 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.

3) Contract 4-26 (Misc. Concrete Pavement/Sidewalk Repair): Contractor started on Wednesday 11/4/2026

4) Contract 5-26 (Misc. Asp/halt Pavement Repair): Contractor should be in town the week of 11/9/2026.

5) Contract 6-26 Pavement Marking: The contractor has some crosswalks left to complete.

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: Building Manager Benson is going to contact the consultant to get an update.

8) 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.

9) Church St Ramp: Work is complete

10) Storm Water Management Study: Consultant continuing to review documents.

11) 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.

12) 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.

Alderman Pollnow inquired to the status of the Baldwin sidewalk easement. Attorney Rashid stated that it has been signed and will be dropped this week and then recorded at the register of deeds.

<u>Announcements and Future Agenda Items</u>

None

Adjournment

Motion by Defferding, seconded by Linski to adjourn at 6:00 PM.

Call for vote by Vice Chairperson Pollnow

Motion vote 4/0

Motion Carried

Respectfully submitted,

Lisa Mroczkowski

Lisa Mroczkowski
Public Works Office Manager

Memorandum

Date: November 24, 2026

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

From: Kelly Nieforth, Director of Community Development and Assessment

RE: Amendment to Professional Services Agreement with EPLEX, LLC (E-Plan Exam)

Background:
In 2023, the City was delegated authority from the State of Wisconsin Department of Safety and Professional Services to perform commercial building code enforcement in the City, which included plan review and inspections. Commercial includes manufacturing, retail, multifamily, all other uses besides single family residential and healthcare. The city submitted a request for delegated authority in an effort to provide options for developers, engineers, contractors, and architects to obtain building, plumbing, HVAC plan approvals quicker than they would by going through the State of Wisconsin's plan review process. Being delegated authority is a privilege and not all municipalities have this authority.

In response to the delegated authority by the State, that same year the City of Neenah entered into a professional services agreement (PSA) with E-Plan Exam to provide the city with building, plumbing, and HVAC plan reviewing services as an architect is required to review commercial building plans over a certain size per state codes. With no architect on city staff, city staff can only review very minor commercial projects, so an architect was required to assist the city with plan reviews. At the same time, E-Plan Exam also started reviewing fire suppression and fire alarm plans for the Neenah-Menasha Fire Rescue as well. The PSA with E-Plan Exam outlined the tasks that would be provided, including a fee schedule for the services provided. The fees included in the original PSA were the same amount as what the applicant would pay if they sent their plans to the State for review, but instead of sending the fees to the State, they sent the plans, plan review application, and fees to E-Plan Exam for review. This arrangement did not require the city to pay E-Plan Exam for their services, but it did produce a very small amount of revenue of approximately $9,000 for the city since 2023 to cover the city's administration costs. The greater benefit to the city was that E-Plan Exam offered a quicker path for businesses to obtain plan approvals, so our businesses could start their projects earlier than anticipated.

Analysis:
Since 2023, city staff have been satisfied with E-Plan Exam's services and assistance. In addition to providing plan review services to the city, E-Plan Exam also keeps city staff up to date on legislative changes related to the building code and offers input on complex projects.

In the spring of 2026, city staff met with representatives from E-Plan Exam to discuss the fees, as the State has not updated their fee schedule for many years and the costs incurred by the city and E-Plan Exam related to reviewing plans were not being covered by the fees submitted by the applicant. It was decided that the fees would be increased to cover the costs of E-Plan Exam and the city. The proposed increases amount to a 12% plan review fee increase and will generate additional revenue for the city. In the past four years, the average plan review fee for the city's commercial projects has been $681. With this increase, that fee would be $764. City staff also ensured that the proposed plan review fees align with the fees that our neighboring municipalities charge as well.

Increasing the fees will allow the city and E-Plan Exam to maintain the same level of service and cover the administrative costs. Staff believe that this increase will not negatively impact commercial plan reviews as we've heard from many business owners, contractors, developers, architects, etc. that they would rather pay additional money to obtain approval quicker so they can move forward with the project rather than going through the State.

During the Budget Workshop on Monday, November 9th, staff indicated that as part of the 2027 Operating Budget preparation, fees were reviewed and, in some cases, proposed to be increased starting 1-1-2027 to align with similar fees in surrounding municipalities. The anticipated increased revenue was included in the 2027 Operating Budget that was approved on 11/17/2026.

In addition to the fees being increased in the proposed amendment, staff also made some minor typographical corrections, changed the names listed under the Notices and included email as an official notice for communication. City Attorney Rashid reviewed the proposed amendment and the original PSA and included additional language under the Invoice and Payment Structure section to ensure that there are proper protections for the City if fees to be paid are disputed.

Recommendation:
Appropriate action is to recommend Council approve the amendment to the professional services agreement with EPLEX, LLC.

Attachments:
1. E-Plan Exam Amendment and Original PSA

Amendment to Professional Services Agreement
Plan Review

This Amendment is by and between the City of Neenah, 211 Walnut St, Neenah, WI 54956, referred to as the Client; and EPLEX, LLC, 12605 W North Ave., PMB 189, Brookfield, WI 53005, referred to as Consultant. Together the Client and Consultant are referred to as the Parties.

Recitals

On April 17th, 2023 the Parties entered into a Professional Services Agreement, referred to herein as the Contract or the Agreement, for Consultant to provide commercial plan review services to the Client. The Parties now wish to add and/or modify the following provisions to the services outlined in that Contract.

Now, therefore, in consideration of the mutual promises of the Parties herein, the Client and Consultant agree to amend the Contract as follows:

- **Housekeeping Corrections.** The following typographical errors on page 1 of the Contract are corrected: "NOW THEREFOR" in the Recitals shall read "NOW THEREFORE," and "preformed" and "Co `nsultant" in Section 1, Scope of Services, shall read "performed" and "Consultant."

- **Section 6 – Invoice & Payment Structure.** Section 6 of the Contract is amended by adding the following sentence at the end of the section:
  "In the event that a dispute over fees to be paid cannot be resolved after 45 days, the parties agree to submit the matter to mediation and/or non-binding arbitration by resort to the National Arbitration and Mediation (NAM) organization and its then applicable rules and procedures."

- **Section 19 – Notices.** Section 19 of the Contract shall be repealed and replaced with the following:
  "Any Notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented, sent pre-paid, first class United States Mail, or sent by electronic mail, addressed as follows:

  <u>If to the Client:</u>
  Director of Community Development and Assessment
  211 Walnut St.
  Neenah, WI 54956
  knieforth@neenahwi.gov

  <u>If to the Consultant:</u>
  David Adam (DA) Mattox
  12605 W North Ave., PMB 189
  Brookfield, WI 53005
  damattox@eplanexam.com

  Notice sent by electronic mail shall be deemed given on the date sent, provided the sender does not receive an automated notice of delivery failure. Either Party may change its notice contact or address by written notice to the other Party."

- **Exhibit A.** Exhibit A shall be repealed and replaced with the following:

Exhibit A – Plan Review Services

1. PLAN REVIEW SERVICES
   Plan review is limited to Building, HVAC, Plumbing, Fire Alarm, and Fire Sprinkler trades/disciplines for Accepted Projects.

2. PLAN REVIEW FEE:
   - Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler plan review Fees shall be based upon the fee schedule set forth on **Exhibit A**.
   - Base Fees will be split with Client as follows:
     - **90%** of Base Fees that are collected by Consultant are retained by Consultant and **10%** are remitted to Client, in each case in accordance with the terms of the Agreement.
       - Out of Consultant's retained Base Fees, Consultant shall be responsible for fees due to the Department as required by and set forth in the applicable provisions of Section SPS 302.31(g) and Section SPS 302.31(h) of the Wisconsin Administrative Code.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION				
1. New construction, additions, relocated buildings, repairs & alteration plan review fees are computed per this table. Fees for Projects are calculated based on the total gross floor area of the structure.				
2. A separate plan review fee is charged for each type of plan review.				
Base Fee Schedule ("Commercial Plan Base Fees")				
Area (Square Feet)	**Building Plans**	**HVAC Plans**	**Fire Alarm System Plans**	**Fire Suppression System Plans**
Less than 500 sf	$200	$150	$150	$150
501 sf - 2,500	$300	$180	$150	$150
2,501 - 5,000	$350	$250	$150	$150
5,001 – 7,500	$600	$350	$150	$150
7,501 - 10,000	$750	$400	$200	$200
10,001 – 15,000	$850	$500	$200	$200
15,001 - 20,000	$1,100	$550	$200	$200
20,001 - 30,000	$1,350	$600	$250	$250
30,001 - 40,000	$1,700	$1,000	$450	$450
40,001 - 50,000	$2,300	$1,350	$600	$600
50,001 - 75,000	$3,200	$1,700	$850	$850
75,001 - 100,000	$4,000	$2,400	$1,200	$1,200
100,001 - 200,000	$6,500	$3,200	$1,450	$1,450
200,001 - 300,000	$11,400	$7,300	$3,600	$3,600
300,001 - 400,000	$16,800	$10,600	$5,300	$5,300
400,001 - 500,000	$20,000	$13,000	$6,700	$6,700
Over 500,000	$22,000	$14,500	$7,700	$7,700
BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION FEE SCHEDULE NOTES				
Note:	1. A Plan Entry Fee of $100.00 shall be paid to Consultant with each submittal of plans in addition to the plan review and inspection fees.			
	2. Upon mutual agreement of Client's Supervisor of Building Inspection and Consultant's Plans Examiner, Commercial Plan Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.			
Determination of Floor Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Floor area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.			
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is $250.00 per plan with an additional $100.00 plan entry fee per each plan set.			
Permission to Start	In addition to the other Fees due hereunder, the plan review fee for permission to start construction shall be $150.00.			
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed $3,000.00.			
Resubmittals & revisions to approved plans	When deemed by Consultant's Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee relating to the minor revision shall be $75.00. Any significant changes or alterations beyond minor amendments as determined by Consultant's Plan Examiner and Client's Inspection Services Department may result in additional charges as appropriate			

Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of $250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
Multiple Identical Buildings	Multiple Identical Buildings (the exact same buildings with no changes including mirroring, located on the same site, and submitted at the same time) may take a reduction in the plan review fees after the first building. The plan review fees for Identical buildings after the first one shall be computed on the basis of an area equal to 2,500 square feet plus the plan entry fee.

Plumbing Plan Review Fee Schedule	
Plumbing Site work - Stormwater Review Base Fees ("Stormwater Base Fees")	
Acres (area of drained to a plumbing system)	Fee
up to 5	$400.00
greater than 5 up to 10	$600.00
greater than 10 up to 15	$750.00
Each acre beyond 15 (rounded up)	$750.00 base plus $50.00 per acre
Plumbing Sanitary Drain and Water Supply Laterals Base Fees ("Exterior Plumbing Base Fees")	
$45.00 per combined inch of pipe size (diameter pipe rounded up to nearest inch)	
Interior Plumbing Plan Review Fee Base Fees ("Interior Plumbing Base Fees")	
For all interior plumbing as well as miscellaneous fixtures that necessitate review per SPS 382	
Base Plumbing Plan Review fee	$250.00 + $4.00 per fixture
Plumbing Plan Review Fee Schedule Notes	
All individually submitted plumbing plan sets plan entry fee. (applies to site work and laterals if submitted separately as well)	$100.00
Resubmittals & revisions to approved plans	When deemed by Consultant's Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee shall be $75.00. Any significant changes or alterations beyond minor amendments as mutually determined by Consultant's Plan Examiner and Client's Building Inspection Department may result in additional charges as appropriate.
Early Start	The plan review fee for permission to start construction shall be $150.00 for all structures.

Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of $250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and Base Fees applied to a Project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
Upon mutual agreement of Client's Supervisor of Building Inspection and Consultant's Plans Examiner, Stormwater Base Fees, Exterior Plumbing Base Fees and/or Interior Plumbing Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.	

3. Supplemental Services as Required by Client:
   - The hourly rate for services not included in the Services that are requested in writing to be performed by Client, and agreed in writing to be performed by Consultant, shall be performed at $225.00 per hour, and the performance for which shall be subject to the terms and conditions of the Agreement in all respects.
     - This hourly rate is not intended for plan review services, but rather for incidental supplemental "on call" professional engineering services as required beyond the scope as outlined in services defined throughout the balance of Exhibit A.

4. PLAN REVIEW FEE – includes the following services:
   - ✓ One optional remote code consultation meeting after conclusion of the first review.
   - ✓ Consultation via phone during duration of Project regarding reviews performed.
   - ✓ Changes to plans after conditional approval is granted may result in resubmittal plan examination fees to be assessed.
   - ✓ Free code consultation with all inspectors/municipal staff, both employed directly and under contract, serving the Client for the entirety of the duration of any Project reviewed by Consultant. This free consultation period shall extend prior to any formal submission of any plan documents to the conclusion of any Project reviewed or termination of this Agreement (whichever occurs first).

5. CONSULTANT CONTACT

   Consultant will provide a qualified professional to oversee this project. They are available by phone and email using the contact information listed below.

   Plan Review Management Contact
   David Adam Mattox, P.E.
   O: 414-296-2144
   D: 414-635-3274
   damattox@eplanexam.com

   - **Remainder Unchanged.** All other terms and conditions of the Contract remain unchanged and in effect.

This Amendment shall be effective January 1, 2027, provided it has been fully executed by both Parties on or before that date. If this Amendment is fully executed after January 1, 2027, it shall be effective on the latest date on which it is fully executed by both Parties.

By _____

Date: _____

By _____

Date: _____

By _____

Date: _____

By _____

Date: _____

By David Adam Mattox, President of EPLEX, LLC

Date: _____

This Professional Services Agreement ("Agreement") is entered into by and between the City of Neenah ("Client") and EPLEX, LLC (DBA as E-Plan Exam) ("Consultant"). The Client and the Consultant shall be jointly referred to as the "Parties".

RECITALS

WHEREAS the Client is seeking the Consultant to perform services listed in Exhibit A – Plan Review Services and Fee Schedule, ("Services");

NOW THEREFOR, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Client and Consultant agree as follows:

1. SCOPE OF SERVICES

   Consultant will provide the Services to the Client using qualified professionals licensed in the State of Wisconsin to perform work outlined both in this Agreement and Exhibit A.

   Consultant will perform Plan Examination services in accordance with the Adopted Building Codes that are enforced by the State of Wisconsin as well as the Authority Having Jurisdiction's municipal building codes in accordance with Services.

   Consultant will perform work at a level of competency in accordance with industry standards, applicable in the State and Municipality for which the Services are proposed.

   It shall be up to the sole discretion of the Client as the Authority Having Jurisdiction as to what will be required for the ability to have any building project commence. This includes any potential additional documentation, approvals, permits, bonds, compliance with local zoning, historical review, architectural review board requirements, and/or other requirements not herein specified but otherwise required by the Client as the Authority Having Jurisdiction.

   Due to the nature of the delegated agent/appointed agent program as set forth by the State of Wisconsin Department of Safety and Professional Services, any plan review exceeding the size thresholds for a "Certified Municipality" for Building and HVAC reviews, as well as any and all other types of reviews that rely upon the licensure of Consultant (i.e. Fire Alarm, Fire Sprinkler, Plumbing, etc.), shall be reviewed by Co`nsultant. Client retains the right, should they desire, to perform plan review services of essential drawings, calculations, and specifications for buildings that the Client would have been able to examine without the existence of this agreement.

   Due to the nature of the delegated agent/appointed agent program as set forth by the State of Wisconsin Department of Safety and Professional Services, Client may at any point in time request that the State of Wisconsin perform any plan review in lieu of Consultant. Client is not bound to accept Consultants approval or disapproval of plans and at its sole discretion may seek another entity, such as the State of Wisconsin Department of Safety and Professional Services, to perform such services. In any event, Consultant shall be entitled to full payment for plan review services for all plans Consultant reviewed, regardless of whether the Client accepts the review preformed or not.

   Consultant is not obligated to perform services beyond what is required by this agreement.

2. TIMELINE FOR EXECUTION OF SERVICES
   Proposed services as part of this Agreement and outlined in Exhibit A, shall be go into full effect at the time and date of this fully executed Agreement.

3. CHANGES TO SCOPE OF SERVICES
   Any Changes to Services that are mutually agreed upon between the Client and Consultant shall be made in writing, which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to this Agreement.

4. FEE STRUCTURE
   In consideration of the Consultant providing services, the Client shall pay the Consultant for the services performed in accordance with Exhibit A – List of Plan Review Services and Fee Schedule.

5. ADMINISTRATIVE AND LOGISTICS INCIDENTAL CHARGES
   While review of paper plans as well as shipping and handling of paper plans shall be acceptable, it is the underlying goal of this agreement to ensure, to the maximum extent possible, the best possible service delivery for code reviews to constituents of the City of Neenah. To accommodate this, the following methods shall be utilized:

   1. Electronic Submission of Documents
      a. The Client shall allow and encourage for the submission, wherever possible, of electronic documents to be submitted via pdf format and to work with Consultant on method acceptable for allowing such submissions. At the time of fully executed contract, Client shall work with Consultant to determine the best method that allows for electronic submission of documents.
      b. Electronic submission of documents shall be the preferred method to be utilized wherever and whenever possible.
   2. Paper Submission of documents
      a. Consultant shall be responsible for any and all direct charges and expenses associated with shipping and handling of documents to Client via a designated courier and/or approved logistics vendor. Consultant shall not be responsible for charges from Client to Consultant.
      b. Any indirect charges associated with labor, material, or other costs incurred by Client for delivery of documents to approved third party courier to ship materials to Consultant shall be the responsibility of the Client.
   3. Alternate Means and Methods
      a. Nothing shall prevent they Client and Consultant from making alternate arrangements aside from the methods outlined above for delivery of submission to the appropriate parties.

6. INVOICE & PAYMENT STRUCTURE
   When fees outlined in Exhibit A are to be collected by the Consultant, the Consultant will invoice the Client on a monthly basis and provide all supporting documentation and render payment as appropriate. All payments are due to Client as appropriate within thirty (30) days of invoice date. The Client may request additional information before approving the invoice. When additional information is requested, the Client will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, the appropriate party

will submit payment to the other party within thirty (30) days of resolution of the inquire/dispute.

7. TERM

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties ("Effective Date"). The Initial term of this Agreement shall commence on the Effective Date and be twelve (12) months. If neither party objects in writing at the conclusion of this term, this Agreement shall remain in full effect until amended by both parties or the agreement is Terminated as outlined in this Agreement.

8. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause at any time, including during the initial Term of the Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the termination and within thirty (30) days after the termination.

All projects that have had plans submitted, or re-submitted, for review but are not completed at the time of termination may be returned without comments with appropriate refund in initial fees rendered based on services provided. In the event that either condition as set forth in paragraph 5 are met, fees shall be invoiced for as specified in this Agreement.

9. CLIENT OBLIGATIONS

The Client shall take necessary measures to follow procedures as set forth from the State of Wisconsin to seek approval to obtain Delegated Municipality or Appointed Agent Status as required. Consultant will assist in this process to the maximum extent possible however it shall be the primary responsibility of the Client to obtain final authorization to proceed.

If in the event the State of Wisconsin Denies application for Delegated Municipality or Appointed Agent Status to the Client, this Agreement shall continue to exist until such time Delegated Municipality or Appointed Agent Status is granted.

The Client shall provide all data, information, plans, specifications, municipal forms, structural calculations, and all other documentation required by Consultant to perform services in an electronic pdf file format or paper submission in a timely manner.

The Client shall allow through ordinance, if required, the ability for electronic plan submission documents as required by the State of Wisconsin to be submitted and reviewed.

The Client shall maintain licensed credentialed staff of Inspectors at no cost to Consultant to the extent as required by the State of Wisconsin for the Delegated Agent / Appointed Agent plan review program.

10. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services with respect to the category of services being performed. Consultant represents to the Client that it retains and will only utilize employees that possess

the skills, knowledge, and ability to perform the Services in accordance with this Agreement in a competent, timely, and professional manner.

11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be indemnified and held harmless from any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident.

It is up to the sole discretion of the municipality to choose whether to accept, utilize or deny use of any or all documentation provided supplied by Consultant.

12. ASSIGNMENT

Consultant is permitted to subcontract portions of services to be provided with or without notice. Consultant shall remain responsible for the performance of the subcontractor. Subcontractors shall be subject to the same performance, certification and professionalism criteria as expected of the Consultant. Performance clauses shall be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

A listing of all personnel utilized in the completion of services, regardless of whether they are subcontractors or not, shall be provided upon completion of reviews by Consultant including applicable license information for personnel and scope of work reviewed by subcontractor.

13. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
B. At a minimum, the Consultant shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Client. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
C. At a minimum, the Consultant shall procure and maintain the minimum insurance coverages listed below for the scope of services Consultant Subcontracts to other parties. These insureds shall be covered by Consultant's insurance as named insureds for the sole purpose and scope of services rendered for this Agreement.
D. Commercial general liability insurance with minimum combined single limits of one million dollars ($1,000,000.00) each occurrence and two million dollars ($2,000,000.00) general aggregate. The policy shall be applicable to all premises and operations of Consultant. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts) blanket contractual independent Consultant's products and completed operations.
E. Professional liability insurance with minimum limits of one million dollars ($1,000,000) each claim and two million dollars ($2,000,000) general aggregate.

F. Umbrella insurance coverage of five million dollars ($5,000,000).

14. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality or Client. As the Consultant is an independent contractor, the Client shall have liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Client under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance, and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

15. OWNERSHIP OF DOCUMENTS

The Client shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Client. All such records, documents, notes, data and other materials shall become the exclusive property of the Client when the Consultant has been compensated for the same as set forth herein, and the Client shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data, and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Client will be exported into a XLS, CSV, DOC, or PDF file and become property of the Client.

The Municipality or the Authority Having Jurisdiction, where the project is located shall have the right to request access to any documents, papers and records that the Consultant has related to this project for the purposes of Audit or examination, except for Consultant's financial records and contractual records, and may make excerpts and transcriptions of the same.

16. SERVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

17. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other protected class. Such action 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 forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Law.

Consultant shall comply with the appropriate provision of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal and State of Wisconsin Law or regulations.

18. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant shall not knowingly employ or contract with an illegal alien to perform work under Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

19. NOTICES

Any Notice under this Agreement shall be in writing and shall be deemed sufficient when directly present or sent pre-paid, first class United States Mail, addressed as follows:

If to the Client:	If to the Consultant:
Chris Haese 211 Walnut St. Neenah, WI 54956	David Adam (DA) Mattox 12605 W North Ave., #189 Brookfield, WI 53005

20. DISPUTE RESOLUTION

In the event a dispute arises out of or related to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation, before resorting to litigation.

21. GOVERNING LAW

This Agreement shall be construed under and governed by the Laws of the State of Wisconsin and all services to be provided will be provided in accordance with applicable federal, local state, and local municipal law. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

22. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For the purposes of executing this Agreement, scanned signatures shall be as valid as the original.

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or in the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Client: City of Newark - Building

Authorized Signature:

Printed Name: Chris A. Haesr

Title: Community Development Director

Date: 4/13/23

Consultant: E-PLAN Exam

Authorized Signature:

Printed Name: David Adam Morton

Title: President

Date: 4/17/23

Client: Newark Volunteer Fire Rescue

Authorized Signature:

Printed Name: Shane Krueger

Title: Deputy Chief

Date: 4/17/23

Exhibit A – Plan Review Services

1. PLAN REVIEW SERVICES

   Plan review is limited to Structural, Building, Mechanical, Plumbing, Fire Alarm, and Fire Sprinkler trades/disciplines.

   Each discipline will be reviewed by a plan examiner holding certifications as required by the local jurisdiction and/or licensed Architect and/or Professional Engineer holding licensure in the State of Wisconsin.

   - ✓ Disciplines are defined as follows:
     - Building (architectural / structural)
     - Mechanical (HVAC)
     - Plumbing
     - Fire (Sprinkler, Fire Alarm, etc.)
   - ✓ Post final comprehensive conditional plan approval – required if requested by Jurisdiction of Authority.
     - Delegated Component Submittal(s)
     - Shop Drawings

2. PLAN REVIEW FEE:
   - Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler Plan Review Fees shall be based upon the fee schedule adopted by the Municipality.
   - Plan Review Fees will be split with the Client.
     - 95% of plan review fees are retained by Consultant and 5% are retained by Client.
       - Out of Consultant's retained fees, Consultant shall be responsible for fees due to the State of Wisconsin as applicable for plan reviews Consultant perform as specified in Wisconsin Administrative Code.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION				
1. New construction, additions, alterations and parking lots fees are computed per this table.				
2. New construction and additions are calculated based on total gross floor area of the structure.				
3. A separate plan review fee is charged for each type of plan review.				
Area (Square Feet)	**Building Plans**	**HVAC Plans**	**Fire Alarm System Plans**	**Fire Suppression System Plans**
Less than 2,500	$250	$150	$100	$100
2,500 - 5,000	$300	$200	$100	$100
5,001 - 10,000	$500	$300	$100	$100
10,001 - 20,000	$700	$400	$150	$150
20,001 - 30,000	$1,100	$500	$200	$200

30,001 - 40,000	$1,400	$800	$350	$350
40,001 - 50,000	$1,900	$1,100	$500	$500
50,001 - 75,000	$2,600	$1,400	$700	$700
75,001 - 100,000	$3,300	$2,000	$1,000	$1,000
100,001 - 200,000	$5,400	$2,600	$1,200	$1,200
200,001 - 300,000	$9,500	$6,100	$3,000	$3,000
300,001 - 400,000	$14,000	$8,800	$4,400	$4,400
400,001 - 500,000	$16,700	$10,800	$5,600	$5,600
Over 500,000	$18,000	$12,100	$6,400	$6,400

Note:	1. A Plan Entry Fee of $100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.
	2. At the sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is $250.00 per plan with an additional $100.00 plan entry fee per each plan set.
Accessory Buildings	The plan review fee for accessory buildings less than 500 square feet shall be $125.00 with the plan entry fee waived.
Early Start	The plan review fee for permission to start construction shall be $75.00 for all structures less than 2,500 sf. All other structures shall be $150.00. The square footage shall be computed as the first floor of the building or structure.
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed $3,000.00.
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be $75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.

Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of $250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – PLUMBING

1. New construction, alterations and remodeling fees are computed per the following table
2. New construction fee is calculated based on square footage of the area constructed.
3. Alterations and remodeling fee is based on the number of plumbing fixtures.

Area (Square Feet) (New Construction & Additions)	**Plumbing Plan Review Fee**	**Number of Fixtures (Alteration, Remodeling, and Site Work)**	**Plumbing Plan Review Fee**
Less than 3,000	$300	<15	$200
3,001 - 4,000	$400	16-25	$300
4,001 - 5,000	$550	26-35	$450
5,001 – 6,000	$650	36-50	$550
6,001 – 7,500	$700	51-75	$800
7,501 – 10,000	$850	76-100	$900
10,001 – 15,000	$900	101-125	$1,050
15,001 – 20,000	$950	126-150	$1,150
20,001 – 30,000	$1,100	>151	$1,150
30,001 – 40,000	$1,250	Plus $160 for each additional 25 fixtures (rounded up) beyond 150 Fixtures	
40,001 – 50,000	$1,550		
50,001 – 75,000	$2,100		
Over 75,000	$2,500		
Plus $0.0072 per each additional sq. ft. over 75,000 sq. ft.			

Note:	1. A Plan Entry Fee of $100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.
	2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.

Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be $75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of $250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

3. Supplemental Services as required by municipality:
   - Hourly rate for services beyond what is specified in this Agreement shall be rendered at $200.00 per hour. This shall only be assessed when prior written consent is provided by the Client to the Consultant and agreed to by the Consultant in writing.
     - This hourly rate is not intended for plan review services, but rather for incidental supplemental "on call" professional engineering services as required beyond the scope as outlined in services defined throughout the balance of Exhibit A.
     - If transit or other expenses are required as part of this service, time for travel and expenses shall be itemized and limits agreed upon prior to being incurred.

4. PLAN REVIEW FEE – includes the following services:
   - ✓ One optional remote code consultation meeting after conclusion of the first review
   - ✓ Consultation via phone during duration of project regarding reviews preformed.
   - ✓ Three (3) reviews of all disciplines to verify that all comments have been addressed.
     - Subsequent reviews may result in resubmittal plan examination fees to be assessed.
   - ✓ Changes to plans after conditional approval is granted may result in resubmittal plan examination fees to be assessed.
   - ✓ Free code consultation with all inspectors/City staff, both employed directly and under contract, serving the City of Neenah for entirety of duration of any project reviewed by E-Plan Exam, regardless of any contract in place with that entity and the City of Neenah. This free consultation period shall extend prior to any formal submission of any plan documents to the conclusion of any project reviewed or termination of this agreement (whichever occurs first).

5. TIME OF PERFORMANCE
   - ✓ Plan review turnaround time shall be fifteen (15) business days after full receipt by Consultant of all required documents as required by the Department of Safety and professional services as well as the City of Neenah municipal code.
     - Plan Review turnaround time is defined as time frame from date of full receipt of plans to conclusion of plan review. Conclusion of plan review date will be determined by date that plans are listed as one of the following as dictated by best practices with the State of Wisconsin Department of Safety and Professional Services such as:
       - Conditionally Approved
       - Hold – Request for Additional Information
       - Denied / Void / Abandoned

6. CONSULTANT CONTACT

Consultant will provide qualified professionals to oversee this project. They are available by phone and email using the contact information listed below.

Plan Review Management Contact
David Adam Mattox, P.E.
414-736-4721
damattox@eplanexam.com

Plan Review Management Contact
John Cunningham
414-336-4470
Johncunningham@eplanexam.com

Memo

To: Chair, Alderperson Scott Weber, Public Services and Safety Committee, Finance Director Vicky Rasmussen, Mayor Brian Borchardt

From: Captain Amy L. Wagner

CC: Chief Aaron L. Olson

Date: 11/18/2026

Re: TruNarc Delta Model with 5 years of warranty

The TruNarc Delta is a handheld narcotics analyzer that will allow Police Department officers to field-test and identify more than 1,200 substances. The device enhances officer safety by eliminating the need for direct contact with most substances. It also generates detailed records of scan results, including date and time stamps, which can assist in expediting prosecution. The current field-testing method requires officers to remove narcotics from packaging and place them in a testing pouch. This potentially exposes them to harmful materials. TruNarc would significantly reduce our officer's exposure to narcotics or other materials.

Product Code	Product Name	Product Description	2026 List Price
800-07051-01	TruNarc Delta,5 Year Warranty,	TruNarc Delta Model with 5 years of warranty.	$45,900.00
810-03251-01	TruNarc Solution Kit	TruNarc Solution Kit (Type H2) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials.	$882.00
		Total:	**$46,782.00**

2111 Marathon Avenue, Neenah, WI 54956
police@neenahwi.gov
P: (920) 886-6000
F: (920) 886-6054
www.neenahwi.gov/department/police

Funding Sources

The purchase will be funded through the Police Trust Fund. Community First Credit Union has committed $10,000 in support of the purchase. The remaining funding will come from proceeds generated through the sale of an abated property.

The abatement proceeds are subject to statutory restrictions governing their use. Wisconsin State Statute § 823.115(2)(a) provides that proceeds from the sale of an abated property are to be used by the law enforcement agency that brought the action for gang-related and drug-related law enforcement activities.

The Police Department currently has $38,742.88 in available abatement proceeds. These funds, combined with the $10,000 contribution from Community First Credit Union, will cover the full purchase price of $46,782.

Recommendation

Approve the purchase of a TruNarc Delta Narcotics Analyzer and associated solution kit for a total cost of $46,782, to be funded through the Police Trust Fund, including the $10,000 contribution from Community First Credit Union and eligible abatement proceeds.

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Public Services & Safety Committee

November 24, 2026

Temporary Class "B" (Picnic) License Application

Applicant	Name of Event	Beer/Beer&Wine	Location	Date(s) of Event	Times
Future Neenah Inc	Very Neenah Christmas/Christmas Market	Wine Only	200 Block W Wisconsin Ave	12/04/2026, 12/05/2026, 12/06/2026	4-10 pm, 10am-6pm, 10am-2pm
Fox Valley Community Learning Center	Game Show Night Fundraiser	Beer only	600 Elm Street	1/30/2027	6-10pm

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE $10.00

Application Date: 03/24/2026

☐ Town ☐ Village ☑ City of Neenah

County of Winnebago

The named organization applies for: *(check appropriate box(es).)*

☐ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☑ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 12/04/2026 and ending 12/06/2026 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. **Organization** *(check appropriate box)* → ☑ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association or Agricultural Society ☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

   (a) Name Future Neenah

   (b) Address 135 W. Wisconsin Ave Neenah, WI 54956 *(Street)* ☐ Town ☐ Village ☑ City

   (c) Date organized 04/26/1983

   (d) If corporation, give date of incorporation 04/26/1983

   (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

   (f) Names and addresses of all officers:
   President Megan Jacquet-
   Vice President Eric Glassco-
   Secretary Jeri Barry-
   Treasurer Jen Hildahl-

   (g) Name and address of manager or person in charge of affair: Brent Bowman- 135 W. Wisconsin Ave Neenah, WI 54956

2. **Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

   (a) Street number

   (b) Lot Block 200 block of W. Wisconsin Ave

   (c) Do premises occupy all or part of building?

   (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. **Name of Event**

   (a) List name of the event A Very Neenah Christmas/A Very Neenah Christmas Market

   (b) Dates of event

   (c) Does this event require a Special Event Permit Application? Yes

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than $1,000.

Officer Brent Bowmar *(Signature / Date)*

Future Neenah *(Name of Organization)*

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

AT-215 (R. 9-19) Wisconsin Department of Revenue

Form
AB-220

Temporary Alcohol Beverage License

Municipality

License(s) Requested	Fees	
☐ Temporary "Class B" Wine ☑ Temporary Class "B" Beer	License Fees	$ 10.00
	Background Check	$
	Total Fees	$

Part A: Organization Information

1. Organization Name
Fox Valley Community Learning Center (FVCLC)

2. Organization Permanent Address
600 Elm Street

3. City
Neenah

4. State
WI

5. Zip Code
54956

6. Mailing Address (if different from permanent address)

7. FEIN
41-4132213

8. Date of Organization/Incorporation
02/06/26

9. State of Organization/Incorporation
Wisconsin

10. Phone
(920) 203-1720

11. Email
foxvalleyclc@gmail.com

12. Organization type *(check one)*

☐ Bona Fide Club ☐ Church ☐ Fair Association/Agricultural Society ☐ Veteran's Organization
☐ Lodge/Society ☑ Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.

13. Is this organization required to hold a Wisconsin Seller's permit? ..... ☐ Yes ☑ No

14. Wisconsin Seller's Permit Number (if applicable)

Part B: Individual Information

List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.

Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).

Last Name	First Name	Title	Phone
Xie	Fanni	Director	
Bies	Colleen	Director	
Green	William	Director	
Roth	Daisy	Director	

Continued →

Part C: Event Information

1. Name of Event (if applicable) Game Show Night			
2. Dates of Operation January 30th, 2027		3. Hours of Operation 6:00pm - 10:00pm	
4. Premises Address 600 Elm Street			
5. City Neenah		6. State WI	7. Zip Code 54945
8. County Winnebago	9. Governing Municipality ☑ City ☐ Town ☐ Village of: Neenah		10. Aldermanic District
11. Organizer of Event (if not the named applicant) Samuel M. Roth	12. Email and/or Phone Number for Organizer of Event clairb.a.i.rthedog@gmail.com		
13. Organizer Website n/a	14. Event Website n/a		

15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

Game Show Night will be held at FVCLC. The temporary licensed premises will include only the cafeteria and gymnasium for event activities, beer sales, service, consumption, and designated alcohol and records storage. Alcohol activities will be restricted to these areas as identified on the accompanying floor plan. Classrooms, tenant-occupied spaces, hallways, and all other areas of the building are excluded from the licensed premises.

Part D: Attestation

Who must sign this application?

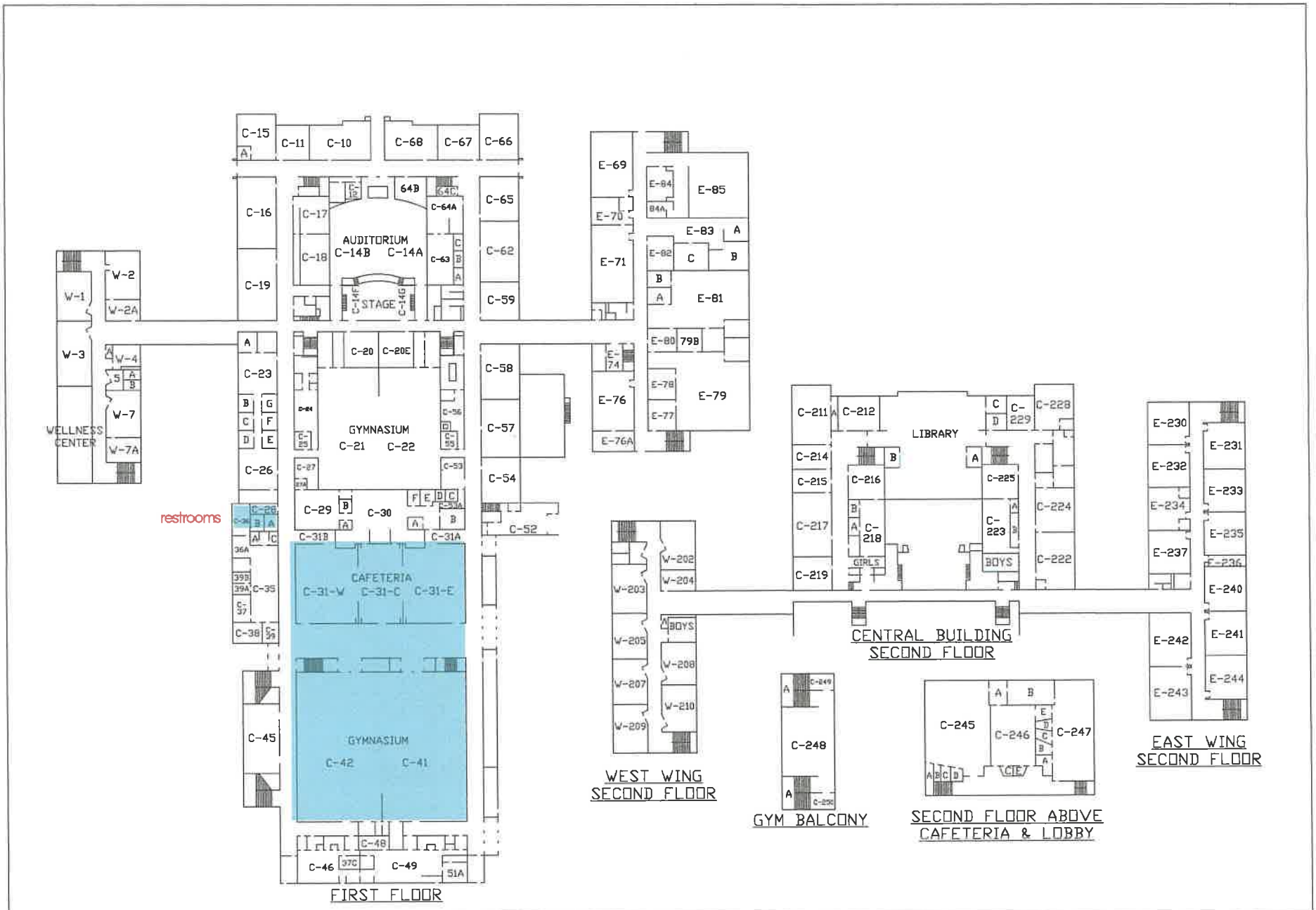
- one officer or director of the nonprofit organization

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name Bies	First Name Colleen	M.I.	
Title Director	Email colleen@foxvalleyclc.org	Phone	
Signature		Date 11/11/26	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	



A 2	DATE: 08-28-17 JOB #: 9 DRAWN BY: ARK SCALE: N.T.S.	FIRST FLOOR	SHATTUCK MIDDLE SCHOOL NEENAH, WISCONSIN

NEENAH JOINT SCHOOL DISTRICT

AMENDMENT TO

GFL to CITY OF NEENAH

SERVICE AGREEMENT

RE: Recycle and Waste Dropoff Dumpster Program

THIS AMENDMENT to SERVICE AGREEMENT made and entered into this _____ day of_____, 2026, by and between the City of Neenah, a municipal corporation with offices at 211 Walnut Street, Neenah, WI 54956 (hereinafter referred to as "CUSTOMER" or "CITY") and GFL Solid Waste Midwest, LLC, with offices located at 250 Alder Avenue, Omro, WI 54963 (hereinafter referred to as "CONTRACTOR" or "GFL").

WITNESSETH:

WHEREAS the parties negotiated a mutually beneficial arrangement for pickup and disposal of CUSTOMER's dropoff site recyclables/waste, and CONTRACTOR tendered a "Service Agreement" (attached hereto and incorporated herein as Exhibit A), with proposed effective date 11/01/26, and certain Terms and Conditions set forth therein; and

WHEREAS the parties agree to now modify various aspects of said Terms and Conditions; and

WHEREAS the parties acknowledge the within Amendment to Service Agreement containing modification of Terms and Conditions constitutes the mutual and further understandings and agreement of the parties; and

WHEREAS the Agreement should be modified to incorporate the within amended and substituted Terms and Conditions, as hereinafter set forth; and

NOW, THEREFORE, in consideration of the above and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the CITY and GFL, do agree as follows:

1. Section entitled "**TERM**" of the agreement is replaced in toto and recreated to read as follows:

TERM: The initial term of this Agreement is 36 months commencing on the effective date and shall, subject to the following terms and limitations, automatically renew for additional twelve-month terms thereafter.

Customer Termination for Convenience. The Customer may terminate this Agreement, in whole or in part, for convenience upon 60 days' prior written notice to Contactor. The Customer shall pay only undisputed charges for conforming services performed through the effective termination date. The Customer shall not owe liquidated damages, anticipated profits, charges for the remaining term, or other early termination amounts. Contractor shall cooperate in an orderly transition and remove its Equipment by a date reasonably coordinated with the Customer, without imposing charges other than those expressly stated in this Agreement.

Customer Termination for Cause. The Customer may terminate immediately upon written notice if Contractor loses required insurance or legal authority to perform the services, or if continued performance presents an immediate threat to health, safety, property, or the environment. For any other material breach, the Customer may terminate if Contractor fails to cure within 30 days after written notice; if the breach cannot reasonably be cured within 30 days, Contractor must begin cure within that period and diligently complete it within an agreed schedule. No liquidated damages or early-termination charges shall apply to a termination for cause.

Contractor Termination. Contractor may not terminate this Agreement for convenience during the initial term. Contractor may terminate for the Customer's material breach only after providing written notice describing the breach in reasonable detail and allowing at least 30 days to cure; provided that the cure period for a bona fide payment default shall be at least 15 days after written notice. Contractor may terminate only if the breach remains uncured when the applicable cure period expires. If Contractor shall terminate for convenience under its limited termination right, Contractor shall provide at least 90 days' prior written notice, continue all services during that period, cooperate with transition to a replacement provider, and remove its Equipment on a schedule approved by the Customer. Contractor shall not impose removal, transition, or termination charges arising from its convenience termination.

2. Section entitled "**EQUIPMENT**" of the Agreement shall have added thereto, after the last existing sentence, the following:

Contractor, having ownership and control of its containers (dumpsters), shall at all times ensure that upon reasonable notice by Customer of damage to or unsuitability of such for the mutual fulfillment of the essence and purposes of the Agreement herein, repair or replace such equipment as soon as is practicable and commercially reasonable under the known and reported circumstances.

3. Section entitled "**INDEMNITY**" of the Agreement is replaced in toto and recreated to read as follows:

MUTUAL INDEMNIFICATION: To the extent caused by its negligent or willful acts or omissions, violation of applicable law, or material breach of this Agreement, each party ("Indemnifying Party") shall defend, indemnify, and hold harmless the other party and its officers, officials, employees, agents, and representatives from third-party claims, damages, liabilities, judgments, and defense costs, including reasonable attorney fees. An Indemnifying Party shall have no obligation to the extent a claim results from the negligence, willful misconduct, violation of law, or material breach of the party seeking indemnification. Neither party's indemnification obligation shall be expanded by the other party's independent acts or omissions. The indemnified party shall provide prompt written notice and reasonable cooperation, and the Indemnifying Party shall not settle any claim in a manner that admits fault by or imposes a nonmonetary obligation on the indemnified party without its prior written consent.

4. In Section entitled "**CHARGES & PAYMENT**" of the Agreement, in particular and only that portion commencing in line six (6) thereof, inclusive of the language beginning with "Contractor may, in its sole discretion, increase rates..." through the remainder of the entire section is replaced in toto and recreated to read as follows:

The rates and charges stated in this Agreement are firm for the first 12 months. Thereafter, Contractor may propose one rate adjustment per contract year by providing at least 90 days' prior written notice. Any annual increase shall not exceed the lesser of: (i) the percentage increase in the mutually agreed index during the preceding 12-month period; or (ii) three percent (3%). No adjustment shall be retroactive. A documented increase resulting directly from a new law, tax, governmental fee, or disposal-facility charge may be proposed separately, but shall be limited to Contractor's actual incremental cost allocable to the Customer's services. Contractor shall provide reasonable supporting documentation with its notice. No increase based on Contractor's general rate programs, desired profit or margin, or unspecified business impacts shall be effective without the Customer's express written consent. No new fee or increase shall become effective through the Customer's payment of an invoice, failure to object, continued receipt of services, oral statement, or course of conduct. If the parties do not execute a written amendment to this agreement approving a proposed increase, the existing rates shall remain in effect; provided that the Customer may terminate the Agreement without liquidated damages or other termination charges by written notice before the proposed effective date, as specified in section 1."TERM", hereinabove.

5. Section entitled "**CHANGE OF TERMS**" of the Agreement is replaced in toto and recreated to read as follows:

CHANGE OF TERMS: Except as otherwise agreed herein or as may be prohibited by applicable law, Contractor and Customer agree that, subject to Customer's approval in writing, Contractor may, upon reasonable notice, change the preprinted terms and conditions of this Agreement in the future.

6. A new Section entitled "**CONTRACTOR INSURANCE**" shall be added to this Agreement immediately following the recreated section aforesaid and entitled "CHANGE OF TERMS", and shall read as follows:

CONTRACTOR INSURANCE. Before commencing services and throughout the term, Contractor shall maintain, at its own expense, insurance issued by insurers authorized to provide coverage in the applicable jurisdiction (State of Wisconsin), including: (i) commercial general liability insurance with limits of not less than $2,000,000 per occurrence and $4,000,000 aggregate; (ii) automobile liability insurance covering owned, hired, and non-owned vehicles with a combined single limit of not less than $2,000,000; (iii) workers' compensation insurance as required for Contractor's personnel and employer's liability insurance with limits of not less than $1,000,000; and (iv) pollution or environmental liability insurance with limits of not less than $2,000,000 per claim and in the aggregate. Contractor shall provide certificates of insurance before commencing services and upon each renewal. The Customer and its officers, officials, employees, and agents shall be included as additional insureds on the commercial general liability and automobile liability policies for liability arising from Contractor's performance. Such coverage shall be primary and noncontributory to insurance maintained by the Customer. Contractor shall provide at least

30 days' prior written notice of cancellation, nonrenewal, or material reduction in coverage, except that 10 days' notice may apply to cancellation for nonpayment of premium. Contractor shall require each subcontractor, if any, to maintain coverage appropriate to its work. Contractor's insurance obligations do not limit its indemnification or other liabilities under this Agreement. Any contractual limitation of liability shall not apply to Contractor's indemnification obligations, liabilities covered or required to be covered by insurance, bodily injury, death, property damage, environmental liability, gross negligence, willful misconduct, or violation of applicable law.

IN WITNESS WHEREOF, the CITY and GFL have executed this amendment to the Recycle and Waste Dropoff Dumpster Program agreement and its Terms and Conditions as of the day and date first above written.

CITY OF NEENAH

By:_____
Brian D. Borchardt, Mayor

Attest:_____
Char Nagel, City Clerk

GFL ENVIRONMENTAL

By:_____
Janel King, Account Manager

EXHIBIT A

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
NEW	1	Waste	6	30 YD	N	N	5XWK	$135.00		
NEW										
OLD										
OLD										
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: cschroeder@neenahwi.gov
CHRISTINA SCHROEDER
DIRECTOR OF PUBLIC WORKS

M E M O R A N D U M

DATE: November 20, 2026

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

FROM: Christina Schroeder, Director of Public Works

RE: Public Works General Activity

1) Contract 1-26 (Elm, Reed, Laudan Utilities/Street)
   a) Elm Street: Punch-list work has started.
   b) Reed Street: Continued work on punch-list items. Barricade removal and cleanup has started.
   c) Laudan Boulevard: Working on inlet protection, landscaping and lateral work near the school. City will begin collecting signage.
2) Contract 2-26 (Henry, Sterling, Winneconne)
   a) Henry- South of Winneconne: Work is substantially complete. Cleanup and barricade removal began 11/19/2026.
3) Winneconne Ave: Continued cleanup.
4) Contract 4-26 (Misc. Concrete Pavement/Sidewalk Repair): Contractor has started repairs on Commercial Street and repairs will continue through the week of 11/30/2026. There is a list of miscellaneous repairs that will be started in Spring 2027.
5) Contract 5-26 (Misc. Asp/halt Pavement Repair): Contractor is working on repairs through the week of 11/23/2026. As of 11/19/2026, 20 repairs were complete with 30 repairs remaining.
6) Contract 6-26 Pavement Marking: Pavement marking is complete and awaiting final invoicing.
7) Contract 7-26 S. Commercial Street Tree Planting: Bids have been received and are under review. The award is anticipated in early December. Work will begin in Spring 2027 and include planting, watering, care cycles for 3 years and any replacements needed within the 3-year term.
8) City Hall Master Plan: A final draft master plan has been received and will be reviewed by Public Works.
9) Freedom Acres/Homes at Freedom Meadows: Terrace and erosion control installation underway with City contractor for City properties and homeowners who opted in. Notice letters will be issued to homeowners who did not opt in and have not installed terrace and erosion control which meet the City's specifications.
10) Storm Water Management Study: Kickoff meeting to be scheduled for early December.
11) Baldwin Street Sidewalk: Property owner easement was received 11/18/2026. Coordinating with contractor if the work can be completed this month or will need to be deferred until Spring 2027.
12) Leaf collection will continue into the week of 11/23/2026, depending on weather. Reduced truck availability due to changeover and preparation for snow plowing.
13) Public Works guide is complete and at the printer.

14) Preparation underway for recycle and maintenance tax bills and 2027 project letters.