

**\*AMENDED\***  
**CITY OF NEENAH**  
**SPECIAL PUBLIC SERVICES AND SAFETY COMMITTEE MEETING**  
**March 21, 2023 @ 6:30 PM**  
**City Hall, 211 Walnut Street**  
**Hauser Room**

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Wis. Stats. Sec. 19.84, that 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 over 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.

**AGENDA**

1. Public Appearances
2. Approve Minutes from the meeting of March 7, 2023 (Attachment)
3. Bird Scooter (Attachment)
4. Final Resolutions
  - a. Arthur Plat (Attachment)
  - b. Cardinal Plat (Attachment)
  - c. Integrity Acres & 1<sup>st</sup> Addition Integrity Acres (Attachment)
  - d. Liberty Heights (Attachment)
5. S. Commercial Street Title Search (Attachment)
6. Winneconne Ave & Commercial St intersection I.C.E Report (Attachment)
7. Clock Tower Controller (Attachment)
8. Public Works General Construction and Department Activity Report (Attachment)
9. Announcements/Future Agenda Items
10. Adjournment

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the **City Clerk Office at (920)886-6101** or the **City's ADA Coordinator at (920)886-6106 or e-mail [attorney@ci.Neenah.wi.us](mailto:attorney@ci.Neenah.wi.us)** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

**AMENDED  
CITY OF NEENAH  
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES  
Tuesday, March 7, 2023, 6:30 PM**

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

**Excused:** Alderperson Stevenson

**Also Present:** Mayor Lang, Public Works Director Kaiser, Community Development Director Haese, Parks & Recreation Director Kading, Police Chief Olson, Deputy Director of Community Development Schmidt, Public Works Superintendent Radtke, Assistant Police Chief Bernice, City Clerk Nagel, Community Development Specialist Jefferson, Public Works Office Manager Mroczkowski, and Alex Wenzel

Approval of Minutes of the Meeting of February 7, 2023 and Special Meeting of February 15, 2023

**Motion/Second/Carried by Hillstrom/Borchardt to approve the minutes of the February 7, 2023 and Special Meeting of February 15, 2023 meeting.** All voting aye

Public Appearances:

Alex Wenzel, 116 S. Commercial Street, Neenah-spoke in support of the amendment to the food truck map.

Carpenter Preserve Remaster Plan

Director Kading reviewed his memo of February 20, 2023. He stated that Request for Proposals for the Carpenter Preserve remaster plan were sent to firms on the Wisconsin Parks & Recreation website who work within park and recreation settings. Five proposals were submitted. He stated that staff ranked the firms and invited the top two firms in for interviews, Graef and MSA Professional.

Director Kading stated that the Parks & Recreation Commission reviewed the proposals and recommends the proposal from Graef of Green Bay, in the amount of \$29,950, utilizing budgeted 2023 CIP Funds.

Alderperson Hillstrom stated that he was part of the original 2002 committee and is glad to see this project moving forward.

Report

**Following Discussion: Motion/Second/Carried by Borchardt/Weber to recommend Council approve the proposal from Graef of Green Bay in the amount of \$29,950, utilizing budgeted 2023 CIP funds. All voting aye.**

Approve Change of Agent for Ultimate Mart, LLC, Pick 'N Save, 1530 S Commercial St.

C.A

**Following Discussion: Motion/Second/Carried by Borchardt/Weber to recommend Council approve the Change of Agent for Ultimate Mart, LLC, Pick 'n Save, at 1530 S. Commercial Street. All voting aye.**

### Large Format Printer Replacement

Deputy Director Schmidt reviewed his memo of March 7, 2023. He stated that the current large format printer was purchased in 2015 and is nearing the end of its useful life. He stated that a team of City staff members researched and reviewed several large format printer/scanner machines during the selection process. He stated that after consideration of features, price and software compatibility, the team selected the Canon Image PROGRAF TZ-30000 MFP 36 from the Gordon Flesch Company, Appleton.

Deputy Director Schmidt stated the cost of the Canon is \$12,838.00 which is \$538.00 over the budget. He stated that Canon is offering a trade in mail-in rebate for \$800 which brings the cost down to \$12,038.00. He stated that staff did review lease options but all of the lease options were higher in total cost within a 36, 48 and 60 month time frame.

Deputy Director Schmidt is recommending the Public Services and Safety Committee recommend Common Council approve the purchase of the Canon Image PROGRAF TZ-30000 MFP 36 from Gordon Flesch Company for a total cost of \$12,838.00.

Aldersperson Hillstrom asked if there are any concerns regarding software compatibility. Deputy Director Schmidt stated that this was discussed with Director Wennigner and he had no concerns.

Aldersperson Borchardt asked which departments use the printer. Deputy Director Schmidt stated that 70 to 80 percent of the use is Public Works and Community Development. He stated that on occasion the police, fire and park and recreation departments will have a special project that requires the use of the large printer.

Report

**Following Discussion: Motion/Second/Carried by Borchardt/Weber to recommend Council approve the purchase of the Canon Image PROGRAF TZ-30000 MFP 36 from Gordon Flesch Company for a total cost of \$12,838.00. All voting aye.**

Mobile Food Vehicle Map Amendment-Chapter 4, Article XIII

Deputy Director Schmidt reviewed his memo of March 7, 2023 regarding the amendment to the mobile food truck map. He stated that in 2013 the Common Council approved the mobile food vending ordinance which regulates mobile food vehicles and mobile food carts on both public property and within the right of way. He stated that this request deals with the map of the Business Improvement District (BID) showing where mobile food vendors can park their vehicles once licensed.

Deputy Director Schmidt stated that currently one of the approved locations is where the new bus transfer station was relocated to. He stated that staff is recommending relocating this to the north side of E. Doty Avenue adjacent to the Lions Tail outdoor patio. He stated that staff also added an area to the map in front of the Plexus design center building.

Aldersperson Weber asked what factors are used to determine where food trucks are allowed. Deputy Director Schmidt stated that safety and having enough room on the sidewalks for customers to access the food truck.

Aldersperson Borchardt stated that he is concerned about the new location on E. Doty Avenue because of its close proximity to the intersection and the width of the road for two way traffic. Deputy Director Schmidt stated that staff did work with Public Works and Director Kaiser feels that truck will be parked far enough away not to impede traffic.

Report

**Following Discussion: Motion/Second/Carried by Weber/Borchardt to recommend Council approve the amended Mobile Food Vending Vehicles Allowed map of Chapter 4, Article XIII of the code of Ordinances relating to Mobile food Vendors. All voting aye.**

Bird Scooter Pilot Program

Community Development Specialist Jefferson reviewed her memo of March 7, 2023. She stated that in 2022 the City of Neenah entered into an agreement with Bird Rides for a pilot electric scooter program. She stated that the program was highly successful with approximately 11,000 rides and over 30,000 miles traveled by 2,800 unique riders. She stated that there were a few complaints about the scooters being left at locations for a long period of time.

Community Development Specialist Jefferson stated that the Neenah PD, Parks and Recreation, Public Works and Future Neenah were consulted to determine if the pilot program was viable to run another year. She stated that staff agreed that it was a good program and should be extended into 2023.

Community Development Specialist Jefferson stated that the only change to the Memorandum of Understanding is the expiration date to December 31, 2023. She stated that if approved the scooters will be available on March 20, 2023.



Community Development Specialist Jefferson stated that she is recommending the Amendment to Memorandum of Understanding between the City of Neenah and Bird Rides, Inc., extending the electric scooter pilot program through December 31, 2023.

Aldersperson Borchardt stated that Bird Rides needs to be more aware of and be quicker on housing the scooters properly after a ride and being abandoned. He stated that we worry about signs and campers in yards making neighborhoods look less appealing and sees this happening with these scooters being left all over the city for extended periods of time.

Aldersperson Borchardt asked if there have been any law enforcement issues related to the scooters. Police Chief Olson stated that there have been a couple of verbal warnings to kids riding them downtown, but no citations issued. Aldersperson Borchardt stated that he is willing to give it another year but questions the value of the program.

Report

**Following Discussion: Motion/Second/Carried by Hillstrom/Weber to recommend Council approve the Amendment to Memorandum of Understanding between the City of Neenah and Bird Rides, Inc., extending the electric scooter pilot program through December 31, 2023. All voting aye.**

#### Police Department Informational Memorandum

Police Chief Olson stated that he met with Mayor Lang and proposed the option of having all of the sworn, non-patrol staff members being able to take their assigned vehicles home with them. He stated that there are three benefits to a one to one vehicle assignment program, it is more efficient, can be used as a recruiting tool and will save money.

Aldersperson Borchardt asked if there are any risks associated with the one to one vehicle assignment program. Chief Olson stated that there are no downsides. He stated that this type of program is the norm throughout the nation.

The Committee further discussed the potential of a one to one program for patrol officers and leasing of future patrol cars versus purchasing the patrol cars.

Aldersperson Lendrum asked why this program is a benefit for recruiting purposes. Chief Olson stated that it is a recruiting benefit because the officers will take pride in having their own vehicle assigned and take care of them better. He stated that now with sharing the squad cars, you have to spend time rearranging where things are, adjusting things and also they will be able to respond quicker they are coming on duty when they hear a call.

Aldersperson Borchardt asked how many officers live within the city limits. Chief Olson stated that 4 with the others living within 30 miles of Neenah.

Aldersperson Hillstrom asked Chief Olson if he had talked with anyone regarding squads being parked in apartment parking lots and being vandalized. Chief Olson stated that

he contacted the Wisconsin State Troopers who have a high number of troopers who live in apartments, and was told there have only been two.

Chief Olson stated that there was nothing for the committee to act on as this was already approved by Mayor Lang, but wanted to inform the committee of the new program.

Fleet #2 Equipment-2024 Tandem Patrol Truck w/salter.

Public Works Superintendent Radtke reviewed his memo of February 28, 2023. He stated that this item is for the equipment package only. The chassis was approved at a previous meeting. Public Works Superintendent Radtke stated that the bid from Universal Truck Equipment is lower, but does not meet city standards and their equipment is also not interchangeable with Monroe Truck equipment.

Public Works Superintendent Radtke stated that our fleet is comprised of Monroe Truck Equipment so he is recommending to outfit Fleet #2 chassis with the Monroe Truck Equipment package in an amount of \$150,569.00.

Report  
**Following Discussion: Motion/Second/Carried by Borchardt/Hillstrom to recommend Council approve the Monroe Truck Equipment package to outfit Fleet #2 Tandem Patrol truck w/salter in an amount of \$150,569.00 with 2023 CIP Equipment funds. All voting aye.**

Fleet #90 Asphalt Roller

Public Works Superintendent Radtke reviewed his proposal for Fleet #90 Asphalt Roller.

Report  
**Following Discussion: Motion/Second/Carried by Hillstrom/Weber to recommend Council approve the purchase of a Bomag BW900-50 Asphalt Roller from Miller-Bradford & Risberg, Inc., De Pere WI, in an amount of \$24,077.00 with 2023 CIP Equipment funds. All voting aye.**

Fleet #36A Trackless MT7 Tractor

Public Works Superintendent Radtke reviewed his proposal for Fleet #36A Trackless MT7 Tractor.

Report

**Following Discussion: Motion/Second/Carried by Borchardt/Weber to recommend Council approve the purchase of a Trackless MT7 Tractor with attachments from Mac Queen Equipment, Menomonee Falls, WI in an amount of \$173,774.00 and to include the radio upgrade for a cost not to exceed \$1,000 with 2023 CIP Equipment funds. All voting aye.**

#### City Hall Elevator Upgrade

Director Kaiser reviewed his memo from March 3, 2023. He stated that the elevator is 40 years old and with the number of failures that occurred last year staff recommended budgeting an upgrade in the 2023 CIP Facility budget. He stated that two quotes were received, Otis Elevator in the amount of \$159,660.00 and Kone in the amount of \$143,717.00.

Director Kaiser stated that staff is recommending accepting the proposal from Kone, Inc., for the city hall elevator upgrade in the amount of \$143,717.00.

Aldersperson Hillstrom asked what the down time will be. Director Kaiser stated that it will down two to three weeks. He stated that for employees who require accommodations or have mobility issues, staff is looking at relocating them to the first floor. He stated that staff is also discussing the use of a kiosk or some type of informational table for those residents that can't take the stairs to be able to contact the departments on the 2<sup>nd</sup> and 3<sup>rd</sup> floors and have staff come to them.

Report

**Following Discussion: Motion/Second/Carried by Borchardt/Hillstrom to recommend Council accept the proposal from Kone, Inc., for the City Hall elevator upgrade in an amount of \$143,717.00. All voting aye.**

#### City Hall HVAC Upgrade

Director Kaiser reviewed his memo of March 3, 2023 regarding the replacement of the City Hall HVAC system. He stated that staff is looking at replacing it with a system that provides a direct digital control. He stated that this will provide more reliable programmable controls. He stated that staff will also be able to receive alarms and access the HVAC system remotely to view or address issues as they arise.

Director Kaiser stated that this is the same system that is being used at the Tullar Garage and Neenah Library, so there will be a common interface and terminology for the buildings. He stated that it could be expanded to Fire Station 32, the police station and park shelters as upgrades are needed

Director Kaiser stated that the cost of the upgrade is \$13,000 over the budget amount. He stated that to cover the cost difference, staff proposes to forgo the installation of the

ionization air purifying system that was budgeted in 2022 in response to the pandemic. He stated that system was budgeted at \$20,000.

Director Kaiser stated that staff recommends accepting the proposal of the Energy Control & Design for the Neenah City Hall HVAC upgrade in the amount of \$77,945.00 using 2023 budgeted funds and funds from the 2022 ionization air purifier budget.

Report

**Following Discussion: Motion/Second/Carried by Borchardt/Weber to recommend Council accept the proposal from Energy Control & Design for the Neenah City Hall HVAC upgrade in an amount of \$77,945 using 2023 budgeted funds and fund from the 2022 ionization air purifier budget. All voting aye.**

#### Public Works General Construction and Department Activity

- 1) Contract 7-21 (Harrison Pond): Storm and sanitary sewer work is complete and the pond is functioning. Work on the water feature stones will continue when weather allows.
- 2) Contracts 11-22A and 11-22B (Lead service line replacement): Work is substantially complete. Restoration will be finished later this year.
- 3) Contract 1-23 (Chestnut, Burr, Dieckhoff, Laudan Utility and Street Construction) A pre-construction meeting was held today. Tentative start date for this project is March 27, weather permitting.
- 4) Contract 2-23 (Charles, Hughes, Memorial, Patrick, Brantwood Dr/Ct Utility and Street): A construction schedule has not yet been set.
- 5) Contract 3-23 (Concrete Pavement/Sidewalk Repair): Bids were opened on 2/15/2023. An award recommendation will come to Council on March 15.
- 6) Contract 4-23 (Asphalt Repairs): Bids were opened on 2/15/2023. An award recommendation will come to Council on March 15.
- 7) Contract 5-23 (New Subdivision Street Construction): Bids were opened on 2/15/2023. An award recommendation will come to Council on April 5. The public hearing for this project is scheduled for March 15.

Director Kaiser stated that staff is putting together FAQ's that will be available for residents at the informational meeting and public hearing on March 15<sup>th</sup>.

- 8) Contract 6-23 (Columbian Av Utility and Street Construction): Bids were opened on 3/01/2023. An award recommendation will come to Council on March 15.
- 9) Contract 7-23 (High, River Utility and Street Construction): This project is on hold pending railroad permitting.

- 10) Contract 9-23 (Epoxy Pavement Marking): The project is scheduled for bid opening on 3/08/2023. The primary work areas are the roundabouts at Breezewood/Gillingham, Bell/Harrison, Winneconne/Green Bay, Winneconne/Lake, Green Bay/Festival, and Green Bay/Fox Point.
- 11) Contract 10-23 (Parking Lot, Temporary Asphalt Street Construction): The project is scheduled for bid opening on 3/22/2023.
- 12) Tullar Garage Roof: A contract to replace a portion of the Tullar Garage roof is being prepared. The rains of February 27 made evident several holes in the roof – one in the area being replaced and two outside of that area. Repair patches were made.
- 13) Tullar Garage Generator: We experienced erratic electrical operation that was traced back to the Tullar Garage generator transfer switch. Repairs to the switch will cost about \$3,000.
- 14) Commercial/Winneconne Intersection Control Evaluation: The draft report has been prepared and provided to staff. We anticipate having this topic on a future PSSC agenda.

Director Kaiser stated that he will not be available for the March 28, 2023 meeting. He asked Chairperson Lendrum if the meeting could be held on March 21, 2023.

Chairperson Lendrum stated that Mr. Frances was scheduled to speak at the March 28, 2023 meeting. Director Kaiser stated that he will email Chairperson Lendrum with options.

Director Kaiser stated that we completed our first month of bulky item pick up. He stated that only four stickers were sold and that Assistant Public Works Superintendent Griesbach tagged six to twelve properties.

**Director Kaiser informed the Committee of an assessment concern brought to him by a property owner on Freedom Court. He stated that the resident did not feel that he should be assessed for the project since he did not reside on one of the streets receiving the work. Director Kaiser noted that he outlined the rationale for including that property in the assessment and indicated that he would inform the Committee of the resident's concerns.**

Announcements/Future Agenda Items

None

Adjournment: Motion/Second/Carried Hillstrom/Borchardt to adjourn at 7:41 PM. All voting aye.

Respectfully submitted,

*Lisa Mrozowski*

Lisa Mroczkowski  
Public Works Office Manager



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

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**DATE:** March 21, 2023  
**TO:** Chairman Lendrum and Public Services and Safety Committee Members  
**FROM:** Samantha Jefferson, Community Development Specialist  
**RE:** Amendment to Bird Scooter MOU

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At the March 15, 2023 Council meeting, Council recommended and approved this item to be sent back to the Public Services and Safety Committee for further consideration. In order to ensure that you have the necessary information for your discussion, I have included my original memo, the suggested amendment to the MOU, the additional information provided to Council members at the Council meeting and the original MOU.

If you have any questions prior to the meeting or are in need of any additional information, please do not hesitate to contact me.

market	date	complaint_type	community_complaint_type	creator_role	
1	Neenah_WI - Gov	2022-5-5, 02:56	blocking_pedestrian_right_of_way	bad_parking	rider
2	Neenah_WI - Gov	2022-5-5, 02:58	other	bad_parking	rider
3	Neenah_WI - Gov	2022-5-10, 20:29	other	bad_parking	rider
4	Neenah_WI - Gov	2022-5-24, 20:54	unsafe_or_unsanitary	bad_parking	rider
5	Neenah_WI - Gov	2022-5-28, 14:26	unsafe_or_unsanitary	bad_parking	rider
6	Neenah_WI - Gov	2022-6-10, 01:15	unsafe_or_unsanitary	bad_parking	rider
7	Neenah_WI - Gov	2022-6-14, 17:03	blocking_pedestrian_right_of_way	bad_parking	rider
8	Neenah_WI - Gov	2022-6-14, 17:04	blocking_pedestrian_right_of_way	bad_parking	rider
9	Neenah_WI - Gov	2022-6-28, 20:46	other	bad_parking	rider
10	Neenah_WI - Gov	2022-7-15, 11:23	blocking_pedestrian_right_of_way	bad_parking	rider
11	Neenah_WI - Gov	2022-7-16, 22:15	blocking_pedestrian_right_of_way	bad_parking	rider
12	Neenah_WI - Gov	2022-7-17, 17:21	other	bad_parking	rider
13	Neenah_WI - Gov	2022-7-17, 20:00	other	bad_parking	rider
14	Neenah_WI - Gov	2022-7-17, 20:14	blocking_pedestrian_right_of_way	bad_parking	rider
15	Neenah_WI - Gov	2022-7-20, 23:39	physically_inaccessible	bad_parking	rider
16	Neenah_WI - Gov	2022-7-21, 12:27	blocking_pedestrian_right_of_way	bad_parking	rider
17	Neenah_WI - Gov	2022-7-21, 12:28	other	bad_parking	rider
18	Neenah_WI - Gov	2022-7-21, 12:28	other	bad_parking	rider
19	Neenah_WI - Gov	2022-7-21, 12:29	other	bad_parking	rider
20	Neenah_WI - Gov	2022-7-21, 12:29	blocking_pedestrian_right_of_way	bad_parking	rider
21	Neenah_WI - Gov	2022-7-21, 12:30	blocking_pedestrian_right_of_way	bad_parking	rider
22	Neenah_WI - Gov	2022-7-21, 12:30	other	bad_parking	rider
23	Neenah_WI - Gov	2022-7-21, 12:30	blocking_pedestrian_right_of_way	bad_parking	rider
24	Neenah_WI - Gov	2022-7-21, 12:31	blocking_pedestrian_right_of_way	bad_parking	rider
25	Neenah_WI - Gov	2022-7-21, 23:12	blocking_pedestrian_right_of_way	bad_parking	rider
26	Neenah_WI - Gov	2022-7-21, 23:13	blocking_pedestrian_right_of_way	bad_parking	rider
27	Neenah_WI - Gov	2022-7-21, 23:14	blocking_pedestrian_right_of_way	bad_parking	rider
28	Neenah_WI - Gov	2022-7-21, 23:19	physically_inaccessible	bad_parking	rider
29	Neenah_WI - Gov	2022-7-25, 21:30	blocking_pedestrian_right_of_way	bad_parking	rider
30	Neenah_WI - Gov	2022-7-28, 00:24	other	bad_parking	rider
31	Neenah_WI - Gov	2022-8-1, 18:51	blocking_pedestrian_right_of_way	bad_parking	rider
32	Neenah_WI - Gov	2022-8-3, 12:12	other	bad_parking	rider
33	Neenah_WI - Gov	2022-8-3, 12:12	blocking_pedestrian_right_of_way	bad_parking	rider
34	Neenah_WI - Gov	2022-8-3, 12:13	blocking_pedestrian_right_of_way	bad_parking	rider
35	Neenah_WI - Gov	2022-8-3, 12:13	blocking_pedestrian_right_of_way	bad_parking	rider
36	Neenah_WI - Gov	2022-8-3, 12:15	blocking_pedestrian_right_of_way	bad_parking	rider
37	Neenah_WI - Gov	2022-8-23, 17:32	blocking_pedestrian_right_of_way	bad_parking	rider
38	Neenah_WI - Gov	2022-8-23, 17:33	other	bad_parking	rider
39	Neenah_WI - Gov	2022-8-23, 17:33	blocking_pedestrian_right_of_way	bad_parking	rider
40	Neenah_WI - Gov	2022-8-23, 17:34	blocking_pedestrian_right_of_way	bad_parking	rider
41	Neenah_WI - Gov	2022-8-23, 17:34	other	bad_parking	rider
42	Neenah_WI - Gov	2022-8-23, 17:35	other	bad_parking	rider
43	Neenah_WI - Gov	2022-8-23, 17:35	other	bad_parking	rider
44	Neenah_WI - Gov	2022-8-23, 17:35	blocking_pedestrian_right_of_way	bad_parking	rider
45	Neenah_WI - Gov	2022-8-23, 17:36	blocking_pedestrian_right_of_way	bad_parking	rider
46	Neenah_WI - Gov	2022-8-23, 17:36	other	bad_parking	rider
47	Neenah_WI - Gov	2022-8-23, 17:36	blocking_pedestrian_right_of_way	bad_parking	rider
48	Neenah_WI - Gov	2022-8-29, 14:55	other	bad_parking	rider
49	Neenah_WI - Gov	2022-8-29, 14:56	other	bad_parking	rider
50	Neenah_WI - Gov	2022-8-29, 14:56	other	bad_parking	rider
51	Neenah_WI - Gov	2022-8-30, 20:09	blocking_pedestrian_right_of_way	bad_parking	rider
52	Neenah_WI - Gov	2022-8-31, 16:16	blocking_pedestrian_right_of_way	bad_parking	rider
53	Neenah_WI - Gov	2022-8-31, 16:17	blocking_pedestrian_right_of_way	bad_parking	rider
54	Neenah_WI - Gov	2022-9-1, 12:45	blocking_pedestrian_right_of_way	bad_parking	rider
55	Neenah_WI - Gov	2022-9-6, 17:47	other	bad_parking	rider
56	Neenah_WI - Gov	2022-9-6, 17:47	other	bad_parking	rider
57	Neenah_WI - Gov	2022-9-6, 17:47	other	bad_parking	rider
58	Neenah_WI - Gov	2022-9-6, 17:48	blocking_pedestrian_right_of_way	bad_parking	rider
59	Neenah_WI - Gov	2022-9-8, 13:45	other	bad_parking	rider
60	Neenah_WI - Gov	2022-9-8, 13:45	other	bad_parking	rider
61	Neenah_WI - Gov	2022-9-8, 13:46	blocking_pedestrian_right_of_way	bad_parking	rider
62	Neenah_WI - Gov	2022-9-8, 13:46	blocking_pedestrian_right_of_way	bad_parking	rider
63	Neenah_WI - Gov	2022-9-8, 13:46	other	bad_parking	rider
64	Neenah_WI - Gov	2022-9-12, 14:02	other	bad_parking	rider
65	Neenah_WI - Gov	2022-9-12, 14:04	blocking_pedestrian_right_of_way	bad_parking	rider
66	Neenah_WI - Gov	2022-9-12, 14:04	blocking_pedestrian_right_of_way	bad_parking	rider
67	Neenah_WI - Gov	2022-9-14, 13:59	blocking_pedestrian_right_of_way	bad_parking	rider
68	Neenah_WI - Gov	2022-9-15, 13:46	blocking_pedestrian_right_of_way	bad_parking	rider
69	Neenah_WI - Gov	2022-9-19, 19:23	blocking_pedestrian_right_of_way	bad_parking	rider
70	Neenah_WI - Gov	2022-9-21, 21:15	blocking_pedestrian_right_of_way	bad_parking	rider
71	Neenah_WI - Gov	2022-9-21, 21:15	blocking_pedestrian_right_of_way	bad_parking	rider
72	Neenah_WI - Gov	2022-9-21, 21:16	other	bad_parking	rider
73	Neenah_WI - Gov	2022-9-21, 21:16	other	bad_parking	rider
74	Neenah_WI - Gov	2022-9-22, 13:42	other	bad_parking	rider
75	Neenah_WI - Gov	2022-9-23, 18:17	blocking_pedestrian_right_of_way	bad_parking	rider
76	Neenah_WI - Gov	2022-10-3, 13:34	blocking_pedestrian_right_of_way	bad_parking	rider
77	Neenah_WI - Gov	2022-10-3, 13:34	blocking_pedestrian_right_of_way	bad_parking	rider
78	Neenah_WI - Gov	2022-10-3, 13:42	blocking_pedestrian_right_of_way	bad_parking	rider
79	Neenah_WI - Gov	2022-10-3, 13:44	blocking_pedestrian_right_of_way	bad_parking	rider



80	Neenah_WI - Gov	2022-10-3, 13:47	other	bad_parking	rider
81	Neenah_WI - Gov	2022-10-3, 13:47	other	bad_parking	rider
82	Neenah_WI - Gov	2022-10-3, 13:49	blocking_pedestrian_right_of_way	bad_parking	rider
83	Neenah_WI - Gov	2022-10-3, 13:49	blocking_pedestrian_right_of_way	bad_parking	rider
84	Neenah_WI - Gov	2022-10-3, 13:49	other	bad_parking	rider
85	Neenah_WI - Gov	2022-10-3, 13:53	other	bad_parking	rider
86	Neenah_WI - Gov	2022-10-6, 13:26	blocking_pedestrian_right_of_way	bad_parking	rider
87	Neenah_WI - Gov	2022-10-6, 13:32	blocking_pedestrian_right_of_way	bad_parking	rider
88	Neenah_WI - Gov	2022-10-6, 13:32	blocking_pedestrian_right_of_way	bad_parking	rider
89	Neenah_WI - Gov	2022-10-6, 13:32	blocking_pedestrian_right_of_way	bad_parking	rider
90	Neenah_WI - Gov	2022-10-6, 13:33	other	bad_parking	rider
91	Neenah_WI - Gov	2022-10-6, 13:33	other	bad_parking	rider
92	Neenah_WI - Gov	2022-10-6, 13:33	other	bad_parking	rider
93	Neenah_WI - Gov	2022-10-6, 13:35	other	bad_parking	rider
94	Neenah_WI - Gov	2022-10-6, 13:37	other	bad_parking	rider
95	Neenah_WI - Gov	2022-10-18, 16:30	blocking_pedestrian_right_of_way	bad_parking	rider
96	Neenah_WI - Gov	2022-10-18, 16:31	other	bad_parking	rider
97	Neenah_WI - Gov	2022-10-18, 16:37	other	bad_parking	rider
98	Neenah_WI - Gov	2022-10-18, 16:37	other	bad_parking	rider
99	Neenah_WI - Gov	2022-10-28, 19:26	other	bad_parking	rider
100	Neenah_WI - Gov	2022-10-28, 19:27	blocking_pedestrian_right_of_way	bad_parking	rider
101	Neenah_WI - Gov	2022-10-28, 19:27	other	bad_parking	rider
102	Neenah_WI - Gov	2022-10-28, 19:27	other	bad_parking	rider
103	Neenah_WI - Gov	2022-10-28, 19:27	other	bad_parking	rider
104	Neenah_WI - Gov	2022-10-30, 21:37	blocking_pedestrian_right_of_way	bad_parking	rider
105	Neenah_WI - Gov	2022-11-1, 13:28	blocking_pedestrian_right_of_way	bad_parking	rider



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

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**DATE:** March 15, 2023  
**TO:** Mayor Lang, Council President Stevenson and Common Council Members  
**FROM:** Samantha Jefferson, Community Development Specialist  
**RE:** Further Detail on Bird Scooter Service Tickets

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We recently received updated information from Bird regarding customer service tickets during the 2022 riding season. A few details about these tickets:

- A total of 105 tickets were received by Bird from 10 independent users. These tickets were provided to Bird as follows:
  - User A: 90 tickets
  - User B: 5 tickets
  - User C: 2 tickets
  - User D: 2 ticketsThe remaining 6 tickets were individually submitted by different users.
- Blue highlighted groups on the attached spreadsheet indicate tickets that were made for a large group of scooters (each scooter was complained about individually). When taking this into account, we estimate that 53 unique issues were identified.
- Additionally, the following eleven calls were received by Community Development:
  - Parking in right-of-way in front of home: 5
  - Safety: 2
  - Parking (ADA/blocking walkways): 3
  - Minors Riding Scooters: 1
- Overall, on average, there was less than 1 service ticket per thousand rides.

## MEMORANDUM OF UNDERSTANDING

### Operation of Bird Rides, Inc. in the City of Neenah, Wisconsin

Pursuant to this Memorandum of Understanding (hereinafter the "MOU") for the operation of Bird Rides, Inc. owned dockless, stand-up electric scooters (hereinafter "electric scooter") within the City of Neenah, Bird Rides, Inc., incorporated under the laws of California (hereinafter referred to as "Bird") and the City of Neenah, a municipal corporation (hereinafter referred to as the "City") (collectively "parties") hereby agree as follows:

#### WITNESSETH:

WHEREAS Bird, represented by Garrett Gronowski; and

WHEREAS the City, whose address is City of Neenah, 211 Walnut Street, Neenah, WI 54956, is willing to establish a Bird stand-up electric scooter pilot program within the City of Neenah to evaluate the desire of establishing a regulatory framework for the long-term operation of Bird stand-up electric scooters within the City as well as to better determine the regulatory cost to the City; and

NOW, THEREFORE, in consideration of the above promises and mutual covenants of the parties hereinafter set forth, and the MOU for the operation of Bird stand-up electric scooters, the receipt and sufficiency of which is acknowledged by each party for itself, Bird and the City do agree as follows:

#### 1. DEFINITIONS

- 1.1. "Code" shall mean the Municipal Code of the City of Neenah, Wisconsin.
- 1.2. "Customer" shall mean a person who has downloaded Bird's app to their smart-phone or other device.
- 1.3. "Dockless" shall mean a system of self-service mobility devices made available for shared use to individuals on a short-term basis, which may be rented through a smart-phone app, vendor website, vendor customer service number, or a pre-paid PIN and which do not require structures at permanent, fixed locations where rides must begin and end.
- 1.4. "Electric scooter" shall mean a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. Under this MOU, an electric scooter shall be in reference to an electric scooter owned by Bird.
- 1.5. "Equipment" shall mean dockless, stand-up electric scooters.

- 1.6. "Geo-fencing" shall mean the ability of Bird to create no-ride or no-parking zones using GPS to create a digital fence around a designated area that is marked as a red zone on the Bird app.
- 1.7. "Improperly parked" shall mean electric scooters parked in violation of section 5.5 of this MOU.
- 1.8. "Notice" and "Notifications" shall mean notice from the public or notification from the City.
- 1.9. "Preferred parking area" shall mean areas designated in the Bird app as a location where customers may finish their ride and park the Bird electric scooter in order to receive a discount on the customer's next ride of a Bird electric scooter.
- 1.10. "Unsafe" shall mean any dockless, stand-up electric scooters that could cause harm or injury to a customer or anyone within the public right-of-way despite being operated in a reasonable manner.
- 1.11. "Unused electric scooter" shall mean any dockless, stand-up electric scooter parked in one location for more than seven (7) consecutive days without being used.

## **2. PURPOSE AND GOALS**

- 2.1. It is the purpose of the City to initiate a Dockless, Stand-Up Electric Scooter Pilot Program (hereinafter the "pilot") with Bird to observe, solicit feedback on, and evaluate the effectiveness of electric scooters in Neenah.
- 2.2. The Goals of this pilot are as follows:
  - 2.2.1. Increase transportation options: Electric scooters have the potential to reduce reliance on motor vehicles and ride sharing services for short trips, decreasing congestion and air quality impacts.
  - 2.2.2. Expand access to transit: Electric scooters may provide links to public transit, assisting with connectivity and solving the first mile/last-mile problem.
  - 2.2.3. Contribute to local tourism: Electric scooters allow for convenient access to local parks, trails, shopping and site-seeing locations.
  - 2.2.4. Evaluate impacts on access to the public right-of-way: Bird must show a commitment to keeping pedestrian ways, streets, and other public rights-of-way unobstructed by electric scooters for other users. Most importantly, electric scooters must be parked and maintained in a manner that provides a clear path for people walking and maintains access to businesses, residential units, and other buildings.

### **3. PILOT DURATION**

#### **3.1. Term**

The term of this MOU shall be made effective upon signature by the parties and shall remain in effect, unless otherwise terminated, until December 31, 2022.

#### **3.2. Suspension**

The pilot may be immediately suspended at any point and without cause by the Director of Community Development of the City of Neenah for the purpose of working through any concerns with Bird.

#### **3.3. Termination**

The pilot may be terminated at any point and without cause by either party upon seven (7) days prior written notice to the other party. The Director of Community Development may terminate the pilot on behalf of the City.

#### **3.4. Modification**

No term of this MOU may be modified or amended unless such modification or amendment is agreed to in writing and signed by the parties hereto.

### **4. DUTIES OF BIRD**

#### **4.1. Maximum number of scooters and zones of operation.**

4.1.1. Bird shall provide a maximum of seventy-five (75) electric scooters within the City throughout the duration of the pilot.

4.1.2. At the commencement of the pilot, no more than seventy-five (75) electric scooters shall be initially deployed within the City. The initial distribution of electric scooters in the City shall be mutually agreed upon by the City and Bird.

4.1.3. A review of the maximum number of electric scooters within the City or within a specific zone may be requested by either party. The parties agree to work together to come to a resolution for the duration of the pilot.

#### **4.2. Local operations.**

Bird shall provide name and contact information for a representative to the City within thirty (30) days after execution of this agreement.

4.3. Reporting and data sharing.

- 4.3.1. Aggregate customer demographic data that does not identify individual customers, payment methods, of their individual trip history, gathered by Bird shall be provided to the Director of Community Development on at least a monthly basis using anonymized keys.
- 4.3.2. The following information shall be required on the first of each month throughout the duration of the pilot, or as directed by the Director of Community Development:
  - 4.3.2.1. Total downloads, active customers & repeat customer information;
  - 4.3.2.2. List of reported parking complaints including: description of the location of the incident, description of Bird response, and response time;
  - 4.3.2.3. Incidents of electric scooter theft and vandalism;
  - 4.3.2.4. Electric scooter maintenance reports;
  - 4.3.2.5. Complaints received by Bird;
  - 4.3.2.6. Accident/crash information; and
  - 4.3.2.7. Payment method information.
- 4.3.3. Customer information shall be made available to the Neenah Police Department upon warrant or subpoena or otherwise required by law.

4.4. Submerged electric scooters.

Bird acknowledges that submerged electric scooters in the City waterways may result in the release of hazardous wastes into the environment. If a Bird electric scooter is submerged in a City waterway, Bird shall commence removal and site restoration. If Bird fails to comply with removal, the City may respond, cause removal and require reimbursement.

4.5. Relocation requests.

Bird shall respond to and relocate improperly parked or unused electric scooters within five (5) hours of notice between 6 a.m. and 10 p.m. Bird shall respond to and relocate improperly parked or unused electric scooters by 8 a.m. for notices received between 10 p.m. and 6 a.m.

4.6. Safety education.

Bird shall provide materials, videos, and signage to promote safe riding and educate riders on rider responsibilities and encourage safe and proper riding and parking as further described within this MOU.

4.7. Operation outside of the City of Neenah.

The City will coordinate with Bird and neighboring municipalities (those with similar agreements) to determine areas of allowable use. Upon notification of the operation or placement of an electric scooter outside of the mutually determined zone, Bird shall commence relocation of the scooter back within City limits.

4.8. Equipment maintenance.

Bird shall regularly inspect and provide necessary maintenance to each electric scooter at least once per month. Upon notification of an unsafe or inoperable electric scooter, Bird shall remove said electric scooter within two (2) hours. Bird acknowledges that the City may impound electric scooters that are deemed unsafe or inoperable and not remedied in accordance with this provision.

4.9. Geo-fencing of bridges, overpasses and roundabouts.

Bird shall geo-fence all bridges, overpasses and roundabouts to prevent customers from ending their ride on them in order to increase accessibility for pedestrians. The parties acknowledge that customers may traverse the bridges, overpasses and roundabouts.

4.10. Preferred parking zones.

Bird agrees to work with the City to create preferred parking zones within the City prior to the deployment of Bird electric scooters. The parties agree that, throughout the duration of the pilot, they will continue to work jointly to adjust the preferred parking zones as necessary.

## 5. OPERATING REGULATIONS

5.1. Bird shall provide easily visible contact information for Bird's locally based operations manager, including toll-free phone number and e-mail address on each electric scooter for members of the public to make relocation requests or to report other issues with devices.

5.2. Safety requirements.

5.2.1. Each electric scooter shall meet the requirements described in Sections 347.489 (1), 347.489 (2), and 347.489 (3) of the Wisconsin State Statutes.

5.2.2. The maximum motor-assist speed for electric scooters shall be 18 mph, except along the trestle bridge where it shall be 12 mph.

5.3. Electric scooter availability and hours of operation.

- 5.3.1. Bird, through its locally based operations manager, shall redistribute electric scooters to ensure electric scooters are distributed throughout the City. Bird agrees to work with the Director of Community Development, or designee, in order to determine the safest and most efficient distribution of electric scooters throughout the City for the duration of the pilot. The parties acknowledge that Bird may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this MOU, and Bird remains responsible for all obligations and requirements under this MOU.
- 5.3.2. Hours of operation. Electric scooters shall be made available to rent twenty-four (24) hours per day, under appropriate environmental circumstances.
- 5.3.3. Initial placement. The date for initial placement of electric scooters in the City shall be mutually decided upon between Bird and the Director of Community Development at the onset of the warmer seasons.
- 5.3.4. Winter operation. Bird shall begin to remove electric scooters from use upon the onset of snow accumulation within the City, or as directed by the Director of Community Development.

5.4. Proper electric scooter use.

- 5.4.1. Electric scooters shall be operated and regulated in the same manner as bicycles and may be operated on roadways, sidewalks, bike lanes, and bike paths, unless otherwise stated in State or City regulations.
- 5.4.2. Electric scooters may not be operated on the sidewalks on Main Street and Wisconsin Avenue between Doty Avenue and S. Commercial Street.
- 5.4.3. Electric scooters shall be operated on the right of street lanes and offer the right-of-way to bicycles in bike lanes and on bike paths.
- 5.4.4. Electric scooters shall not be operated by individuals under the age of 18.
- 5.4.5. Electric scooters shall not be operated within City-owned parking ramps.

5.5. Proper electric scooter parking.

- 5.5.1. Bird shall provide instructions for properly parking electric scooters to customers in easily understandable formats through multiple media types.
- 5.5.2. Bird shall keep the sidewalk free from obstructions to pedestrians by requiring customers park electric scooters such that a walk space not less than five (5) feet wide shall at all times be kept open for pedestrians and shall not



- be parked on the main traveled portion of the sidewalk or against or adjacent to windows.
- 5.5.3. Electric scooters shall not be parked on a sidewalk having a width of less than five and one-half (5 1/2) feet.
  - 5.5.4. Electric scooters shall not be parked at the intersection of two or more streets between the points of curvature, measured along the curb.
  - 5.5.5. On roadways without sidewalks, electric scooters may be parked in the roadway if the right-of-way and the pedestrian way are not obstructed.
  - 5.5.6. Electric scooters shall not be parked on private property without the express consent of the owner.
  - 5.5.7. Electric scooters shall not be parked within, or obstruct access to, parking spaces; transit stops, including bus stops, streetcar stops, shelters, and passenger waiting areas; entryways; driveways; or crosswalks.
  - 5.5.8. All electric scooters shall be parked in an upright position with two (2) wheels making a point of contact with the ground and in such a manner as to not constitute a hazard to pedestrians, traffic, or property.
  - 5.5.9. Electric scooters shall not be parked on all bridges, overpasses and roundabouts within the City of Neenah. Bird agrees to further assist with this prohibition as stated in Section 4.9 of this MOU.

## **6. INSURANCE REQUIREMENTS**

Bird shall comply with the requirements contained within the attached Insurance Requirements — Bird Pilot Program.

## **7. INDEMNIFICATION**

Notwithstanding any references to the contrary in the application documents, Bird assumes full liability for all of its acts in the performance of this pilot. Bird will save and indemnify and keep harmless the City against all liabilities, judgments, costs and expenses which may be claimed by a third party against the City resulting from the negligence or misconduct of Bird, or its agents or employees, except to the extent arising out of or resulting from the City's sole negligence or willful misconduct. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the negligence or misconduct of Bird, or its agents or employees, in connection with Bird's participation in this pilot, Bird assumes full liability for such judgments not only as to the amount of damages, but also for the cost, attorney fees, or other expenses resulting there from. The City may tender the defense of any claim or action at law or in equity to Bird or its insurer, and upon such tender it shall be the duty of Bird or its insurer to defend such claim or action without cost or expense to the City or its officers, council members, agents, employees or authorized volunteers. Bird shall be entitled to have control over the defense and settlement of tendered lawsuits, including the selection of counsel; provided Bird may not settle any lawsuit on

behalf of the City without the City's written consent that either (1) requires the City to admit liability, or (2) exceeds the limits of Bird's insurance policies. City shall cooperate in all reasonable respects with Bird and its attorneys in the defense or settlement of such lawsuit; provided, that the City shall be entitled to reasonably participate in the defense of such lawsuit and to employ its own counsel at its own expense to assist in the handling of such lawsuit.

## 8. MISCELLANEOUS

### 8.1. Assignment.

Neither party shall assign nor transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the other party.

### 8.2. Notices, records, invoices, billings and reports.

8.2.1. All notices required to be sent by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, with sufficient first class postage attached and addressed as follows, which shall be directly sent to the persons stipulated herein:

For the City:

Director of Community Development  
City of Neenah  
211 Walnut Street  
Neenah, WI 54956

For Bird:

406 Broadway Ave. #369  
Santa Monica, CA 90401

8.2.2. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time if not explicitly set forth within this MOU.

### 8.3. Payment.

Bird agrees to pay to the City \$0.10 per ride in order to recoup administrative, educational, and enforcement expenses incurred by the City. Payment shall be made on a monthly basis and shall be made payable to the City of Neenah.

### 8.4. No waiver.

No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the City or County shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A waiver of any covenant, term or condition contained herein shall not be

construed as a waiver of any subsequent breach of the same covenant, term or condition.

8.5. Construction of agreement.

8.5.1. This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

8.5.2. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

8.5.3. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

8.5.4. If any provision of this Agreement is determined by a court of record to be void or unenforceable, all remaining provisions shall continue to be valid and enforceable.

8.6. Public records.

Bird understands that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this pilot are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. sec. Bird acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law and that Bird must defend and hold the City harmless from liability to its fault under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years. This provision shall survive termination of this MOU and the pilot itself.

IN WITNESS WHEREOF, the parties have executed this Agreement and its Schedules as of the day and date set forth above by their duly authorized officer.

**BIRD RIDES, INC.**

By: Austin Marshburn  
Director, City & University Partnerships  
Printed Name: Austin Marshburn  
Date: 04 / 21 / 2022

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF NEENAH**

By: Dean R. Kaufert  
Dean Kaufert, Mayor  
Date: April 16, 2022

By: Charlotte K. Nagel  
Char Nagel, City Clerk  
Date: April 16, 2022

Approved as to form:

By: Adam Westbrook  
Adam Westbrook, City Attorney  
Date: April 16, 2022

## City of Neenah, Wisconsin Insurance Requirements

Bird shall not begin any work under this MOU until proof of insurance required has been provided to the applicable department before the MOU is considered for approval by the City of Neenah.

It is hereby agreed and understood that the insurance required by the City of Neenah is primary coverage and that any insurance or self-insurance maintained by the City of Neenah, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to any work being done under this MOU and remain in force until the pilot is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

### 1. GENERAL REQUIREMENTS

- A certificate of insurance acceptable to the City evidencing the insurance requirements is to be provided. The certificate shall state that the issued insurance policies meet the requirements as outlined below. All certificates are to be provided before Bird places any dockless equipment in the City of Neenah. If such certificate is not received, the City of Neenah has the authority to remove Bird from this pilot program. If such certificate expires prior to the end date of this pilot, a current certificate shall be provided within one business day of the previous certificate's termination and must demonstrate that no lapse in coverage has occurred.
- Bird must notify City of any cancellation, non-renewal, or material change by any insurers providing the coverage required by the City for the duration of this pilot within fourteen (14) days.
- Insurance companies must be acceptable to the City and should have a current A.M. Best rating of A- and a Financial Size Category of no less than Class VI.
- All policies shall be written on an occurrence form.
- Bird must provide the City either a copy of their Commercial General Liability and Auto Liability insurance policies, including all endorsements, or a certificate of insurance with the applicable endorsements showing that the Commercial General Liability and Auto Liability insurance policies meet the requirements as outlined below.

### 2. MINIMUM INSURANCE REQUIREMENTS

- **Workers' Compensation**
  - Workers' Compensation as required by the State of Wisconsin and employer's liability insurance with sufficient limits to meet underlying umbrella liability insurance requirements. If applicable for the work, coverage must include Maritime (Jones Act) or Longshoremen's and Harbor Workers Act Coverage.

- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the City including its officers, Council Members, agents, employees and authorized volunteers.
- **Commercial General Liability (Note: the limits specified below may be met through a combination of primary coverage and an umbrella policy that follows the form of the underlying Commercial General Liability policy):**
  - Commercial General Liability (each occurrence) ... \$3,000,000
  - General Aggregate..... \$3,000,000
  - Personal & Advertising Injury Limit (each occurrence) \$3,000,000
  - Products-Completed Aggregate ..... \$3,000,000
- Coverage must be equivalent to ISO form CG0001 or better.
- The City of Neenah, and its officers, council members, agents, employees and authorized volunteers shall be added as an additional insured using ISO form CG2026 or its equivalent.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the City including its officers, council members, agents, employees and authorized volunteers.
- The general liability policy shall include coverage for liability caused by scooters as managed by independent contractors (owners/contractors protective) and contractual liability. Independent contractors may be responsible for their only workers' compensation, auto insurance, and other insurances to the extent required by contract and necessary to run a lawful business in the state.
- It is hereby understood and agreed that the insurance required by the City of Neenah is primary coverage and any insurance or self-insurance maintained by the City of Neenah, its officers, council members, agents, employees and authorized volunteers will not contribute to a loss. All liability insurance required of Bird shall be in full force prior to the beginning of this pilot program and remain in force for a period of at least 120 days after this pilot program has ended.
- Coverage shall apply to the risks associated with or arising out of the service provided under this pilot.
- **Automobile Liability:**
  - Combined Single Limit (each accident) ..... \$1,000,000
  - If Bird owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1) or Any Owned Auto (Symbol 2). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).
  - Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the City of Neenah including its officers, council members, agents, employees and authorized volunteers.
  - Coverage shall include contractual liability for risks assumed in this pilot program.

- Coverage shall apply to the risks associated with or arising out of the services provided under this pilot.
- **Cyber and Technology Liability Insurance**
  - \$1,000,000 per occurrence limit.



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

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**DATE:** March 7, 2023  
**TO:** Chairman Lendrum and Public Services and Safety Committee Members  
**FROM:** Samantha Jefferson, Community Development Specialist  
**RE:** Bird Scooter Pilot Program

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In the spring of 2022, the City of Neenah entered into an agreement with Bird Rides, Inc. to allow for the creation of an electric scooter program for the 2022 riding season. Initially, Common Council approved a Memorandum of Understanding (MOU) with Bird Rides, Inc. which included the following conditions:

- Approximately 50-75 electric scooters would be deployed within the city for recreational use.
- Preferred parking, which provides a financial incentive to customers, would be established and regularly evaluated to encourage the majority of scooters to be congregated in these locations.
- Staff would work with Bird to establish geo-fenced zones where rides cannot be stopped including all bridges, roundabouts, overpasses and trestle bridges.
- Scooters would not be permitted on the sidewalk within the 100 and 200 blocks of W. Wisconsin Avenue.
- Bird would be responsible for re-distributing scooters on a frequent basis.
- A \$0.10 per ride fee would be paid to the city to offset administrative costs that may be required.
- The MOU would expire on December 31, 2022 to allow for the discontinuance of the program if necessary.

The 2022 program was highly successful with approximately 11,000 rides taken and over 30,000 miles traveled by more than 2,800 unique users. Very few complaints were reported and, when a complaint was received, Bird was quick to remedy the situation.

After discussions with Bird and internal discussions with Neenah PD, Parks and Recreation, Public Works and Future Neenah, staff recommends the Commission consider the attached Amendment to the MOU to extend the pilot program with Bird Scooters for the 2023 riding season. This amendment makes no changes to the MOU excepting the date of expiration which is extended to December 31, 2023.

If approved, Bird Rides, Inc. intends to have scooters on the ground and usable on March 20<sup>th</sup> in the cities of Neenah and Menasha and the Village of Fox Crossing.

**Appropriate action at this time is to recommend the Amendment to Memorandum of Understanding between the City of Neenah and Bird Rides, Inc. extending the electric scooter pilot program through December 31, 2023.**



Extension Amendment to  
Memorandum of Understanding

This extension amendment (this "Amendment") dated as of the \_\_\_\_ of \_\_\_\_\_, 2023 is entered into by and between Bird Rides, Inc., located at 406 Broadway, #369, Santa Monica, CA 90401 ("Company"), and the City of Neenah ("City"), and amends that certain Memorandum of Understanding dated as of April 6, 2022, by and between Company and City (as further amended, restated, supplemented or modified from time to time prior to the date hereof, the "Agreement").

The Agreement is amended as follows:

1. Term. The term of the Agreement shall hereby continue through December 31, 2023 and shall be renewed annually by additional extension amendments thereafter unless terminated by either party.
2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
3. Unless otherwise stated in this Amendment, defined terms shall be given the meanings attributed to them in the Agreement.

Company:

**Bird Rides, Inc.**

By: \_\_\_\_\_

Name:

Title:

City:

**City of Neenah, Wisconsin**

By: \_\_\_\_\_

Name:

Title:



**RESOLUTION NO. 2023-09**

**FINAL RESOLUTION OF INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS BY POLICE POWER UNDER SECTION 66.0703 OF THE WISCONSIN STATUTES AND SECTION 13-1 OF THE NEENAH MUNICIPAL CODE.**

RESOLVED, by the Common Council of the City of Neenah, Wisconsin.

- 1. The Common Council hereby declares its intention to exercise its power under Section 66.0703 Wisconsin Statutes, and Section 13-1 of the Neenah Municipal Code to levy special assessments under the police power upon all properties abutting the following improvements in the City of Neenah, Wisconsin:

**Installation of curb, gutter, and pavement for properties served on the following streets:**

**1. Amber Ln. (Bayview Rd. to Lynrose Ln.)**

- 2. The Common Council determines that the above improvements constitute an exercise of the police power and the amount assessed each parcel abutting on the above named street shall be on a reasonable basis as approved by the Common Council which is in effect at the time of installation in accordance with special assessment procedures set forth in provisions of Section 13-1, Neenah Municipal Code.
- 3. The assessments against any parcels of land shall be paid as provided in the City of Neenah Municipal Code, Section 13-2 and 13-3.
- 4. The Public Services and Safety Committee shall with respect to the items mentioned at paragraph 1 above prepare a report consisting of:
  - a. Preliminary or final plans and specifications of the improvements.
  - b. An estimate of the entire cost of the proposed work or improvements.
  - c. A schedule of the proposed assessments as to each parcel of property affected.
  - d. A statement that the properties against which the assessments are proposed are benefited and that the improvements constitute an exercise of the police power.

Upon completion of such report, the Public Services and Safety Committee is directed to file such reports in the City Clerk's office for public inspection.

- 5. Upon receiving a report of the Public Services and Safety Committee, the Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes.

Recommended by:  
Public Services and Safety Committee

CITY OF NEENAH, WISCONSIN

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

\_\_\_\_\_  
Jane Lang, Mayor

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

\_\_\_\_\_  
Char Nagel, City Clerk



**RESOLUTION NO. 2023-10**

**FINAL RESOLUTION OF INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS BY POLICE POWER UNDER SECTION 66.0703 OF THE WISCONSIN STATUTES AND SECTION 13-1 OF THE NEENAH MUNICIPAL CODE.**

RESOLVED, by the Common Council of the City of Neenah, Wisconsin.

- 1. The Common Council hereby declares its intention to exercise its power under Section 66.0703 Wisconsin Statutes, and Section 13-1 of the Neenah Municipal Code to levy special assessments under the police power upon all properties abutting the following improvements in the City of Neenah, Wisconsin:

**Installation of curb, gutter, sidewalk and pavement for properties served on the following streets:**

- 1. **Cardinal Circle**
- 2. **Lone Oak Dr. (Hedgerow Dr. to Terminus)**
- 3. **Paintbrush Rd. (Lone Oak Dr. to 135 ft. east of Lone Oak)**

- 2. The Common Council determines that the above improvements constitute an exercise of the police power and the amount assessed each parcel abutting on the above named street shall be on a reasonable basis as approved by the Common Council which is in effect at the time of installation in accordance with special assessment procedures set forth in provisions of Section 13-1, Neenah Municipal Code.
- 3. The assessments against any parcels of land shall be paid as provided in the City of Neenah Municipal Code, Section 13-2 and 13-3.
- 4. The Public Services and Safety Committee shall with respect to the items mentioned at paragraph 1 above prepare a report consisting of:
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  - b. An estimate of the entire cost of the proposed work or improvements.
  - c. A schedule of the proposed assessments as to each parcel of property affected.
  - d. A statement that the properties against which the assessments are proposed are benefited and that the improvements constitute an exercise of the police power.

Upon completion of such report, the Public Services and Safety Committee is directed to file such reports in the City Clerk's office for public inspection.

- 5. Upon receiving a report of the Public Services and Safety Committee, the Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes.

Recommended by:  
Public Services and Safety Committee

CITY OF NEENAH, WISCONSIN

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

\_\_\_\_\_  
Jane Lang, Mayor

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

\_\_\_\_\_  
Char Nagel, City Clerk



**RESOLUTION NO. 2023-08**

**FINAL RESOLUTION OF INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS BY POLICE POWER UNDER SECTION 66.0703 OF THE WISCONSIN STATUTES AND SECTION 13-1 OF THE NEENAH MUNICIPAL CODE.**

RESOLVED, by the Common Council of the City of Neenah, Wisconsin.

- 1. The Common Council hereby declares its intention to exercise its power under Section 66.0703 Wisconsin Statutes, and Section 13-1 of the Neenah Municipal Code to levy special assessments under the police power upon all properties abutting the following improvements in the City of Neenah, Wisconsin:

**Installation of curb, gutter, sidewalk and pavement for properties served on the following streets:**

- 1. Integrity Way (Honor St. to Woodenshoe Rd.)**
- 2. Respect Ave. (Integrity Way to Honor St.)**
- 3. Honor St. (Cty Rd. G to Integrity Way)**

- 2. The Common Council determines that the above improvements constitute an exercise of the police power and the amount assessed each parcel abutting on the above named street shall be on a reasonable basis as approved by the Common Council which is in effect at the time of installation in accordance with special assessment procedures set forth in provisions of Section 13-1, Neenah Municipal Code.
- 3. The assessments against any parcels of land shall be paid as provided in the City of Neenah Municipal Code, Section 13-2 and 13-3.
- 4. The Public Services and Safety Committee shall with respect to the items mentioned at paragraph 1 above prepare a report consisting of:
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  - b. An estimate of the entire cost of the proposed work or improvements.
  - c. A schedule of the proposed assessments as to each parcel of property affected.
  - d. A statement that the properties against which the assessments are proposed are benefited and that the improvements constitute an exercise of the police power.

Upon completion of such report, the Public Services and Safety Committee is directed to file such reports in the City Clerk's office for public inspection.

- 5. Upon receiving a report of the Public Services and Safety Committee, the Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes.

Recommended by:  
Public Services and Safety Committee

CITY OF NEENAH, WISCONSIN

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

\_\_\_\_\_  
Jane Lang, Mayor

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

\_\_\_\_\_  
Char Nagel, City Clerk



**RESOLUTION NO. 2023-07**

**FINAL RESOLUTION OF INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS BY POLICE POWER UNDER SECTION 66.0703 OF THE WISCONSIN STATUTES AND SECTION 13-1 OF THE NEENAH MUNICIPAL CODE.**

RESOLVED, by the Common Council of the City of Neenah, Wisconsin.

1. The Common Council hereby declares its intention to exercise its power under Section 66.0703 Wisconsin Statutes, and Section 13-1 of the Neenah Municipal Code to levy special assessments under the police power upon all properties abutting the following improvements in the City of Neenah, Wisconsin:

**Installation of curb, gutter, and pavement for properties served on the following streets:**

- |  |  |
|--|--|
| <b>1. Amendment Dr. (Buser Dr. to Highland Dr.)</b>  | <b>2. Anthem Dr. (Buser Dr. to Hedgeview Dr.)</b>    |
| <b>3. Briggs Ln. (Highland Dr. to Woodenshoe Rd)</b> | <b>4. Buser Dr. (Amendment Dr. to Plains Ave.)</b>   |
| <b>5. Hedgeview Dr. (Cty Rd. G to Terminus)</b>      | <b>6. Highland Dr. (Cty Rd. G to Plains Ave.)</b>    |
| <b>7. Nation Ct. (Plains Ave. to Terminus)</b>       | <b>8. Plains Ave. (Highland Dr. to Buser Dr.)</b>    |
| <b>9. Presidential Dr. (Plains Ave. to Terminus)</b> | <b>10. Statue Dr. (Plains Ave. to Amendment Dr.)</b> |

2. The Common Council determines that the above improvements constitute an exercise of the police power and the amount assessed each parcel abutting on the above named street shall be on a reasonable basis as approved by the Common Council which is in effect at the time of installation in accordance with special assessment procedures set forth in provisions of Section 13-1, Neenah Municipal Code.
3. The assessments against any parcels of land shall be paid as provided in the City of Neenah Municipal Code, Section 13-2 and 13-3.
4. The Public Services and Safety Committee shall with respect to the items mentioned at paragraph 1 above prepare a report consisting of:
  - a. Preliminary or final plans and specifications of the improvements.
  - b. An estimate of the entire cost of the proposed work or improvements.
  - c. A schedule of the proposed assessments as to each parcel of property affected.
  - d. A statement that the properties against which the assessments are proposed are benefited and that the improvements constitute an exercise of the police power.

Upon completion of such report, the Public Services and Safety Committee is directed to file such reports in the City Clerk's office for public inspection.

5. Upon receiving a report of the Public Services and Safety Committee, the Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes.

Recommended by:  
Public Services and Safety Committee

CITY OF NEENAH, WISCONSIN

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

\_\_\_\_\_  
Jane Lang, Mayor

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

\_\_\_\_\_  
Char Nagel, City Clerk



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

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**DATE:** March 17, 2023  
**TO:** Mayor Lang and Members of the Public Services and Safety Committee  
**FROM:** Gerry Kaiser, Director of Public Works  
**RE:** Freedom Court Special Assessments

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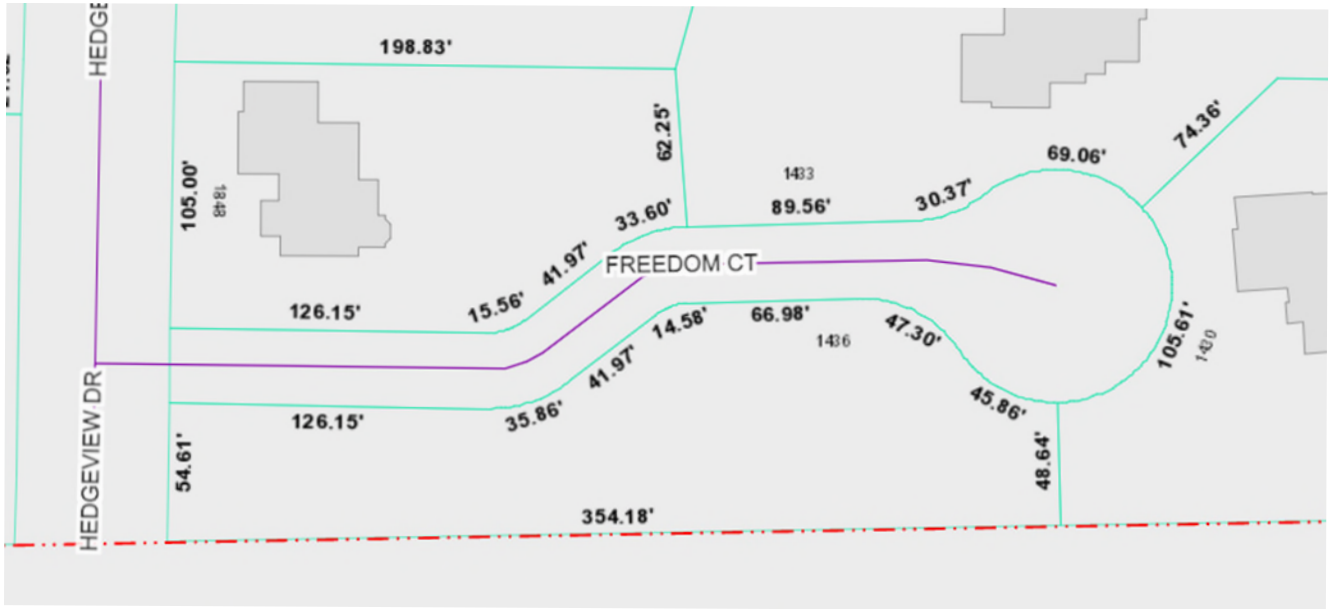
The properties on Freedom Court present a unique situation relative to Liberty Heights special assessment calculations. The special assessment listing provided for the February 7, 2023, Public Services and Safety Committee meeting included the outlot on which Freedom Court lies and 1436 Freedom Court, both of which directly abut the street construction, but did not include 1433 or 1430 Freedom Court but did. At that meeting, while there was a brief discussion to include all three of the parcels on Freedom Court, there wasn't formal action taken to amend the listing. Given the uniqueness of this situation, City Attorney Rashid and I concluded that I should bring this to PSSC for formal action on assessments for the Freedom Court properties.

In evaluating options for the special assessments for these properties, there were two that were considered with the unit method along with a third option that is bit more involved.

Option 1: Assess for two units – Outlot 3 (Freedom Court) and 1436 Freedom Court. As mentioned, this was the approach that was included in the original assessment listing. It most directly correlates to the assessable frontage assessment method since it accounts for the properties that directly front on the project.

Option 2: Assess for three units – 1433 Freedom Court, 1430 Freedom Court and 1436 Freedom Court. The rationale for their inclusion is that they are part of the original subdivision and require the subdivision streets to reach their point of direct access. However, two of the three properties do not directly front on the street improvement (Sec. 13-5(a) "For the purpose of having the cost of street construction improvements equitably apportioned between the city and the abutting property owners ...")

Option 3: Convert Freedom Court to a public street. As I mentioned, this option is a bit more involved. The street was set up as a private street in order to create some additional lots. In order to lay out a buildable lot, 1436 Freedom Court, a street conforming to code for width would not fit, so a narrower road was used. Since the narrower road did not meet subdivision code for width, it was required to be a private street. Converting this to a public street may require land dedication and improvements to provide a durable street comparable to the other streets within the subdivision. There is additional work that would be needed to evaluate this option thoroughly including the type of improvements that would be needed and their estimated cost.





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

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**TO:** Mayor Lang and Members of the Common Council  
**FROM:** James Merten, Traffic Engineer  
**DATE:** March 17, 2023  
**RE:** S. Commercial St. Reconstruction Project - Title Search Amendment Request

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Westwood Professional Services, design consultant for the 2025 S. Commercial Street reconstruction project, recommended the City purchase 70 title searches to be used for preparing temporary limited easements (TLE) necessary for the project. These title searches are in addition to the 80 title searches that were listed in the scope of services of the original contract with Westwood. The additional 70 title searches are recommended due to: (1) several utilities having been identified outside, but adjacent to, the road right-of-way and (2) the fact that construction activity will extend slightly beyond the right-of-way boundary, mostly as a result of the sidewalk being located along the edge of right-of-way. WisDOT design requirements necessitate additional real estate documentation for any utilities easements located within potential work areas in order for the construction project to proceed.

Staff anticipate a minimum of 62 title searches being necessary, with a potential for needing 8 additional title searches. If the City utilizes the Westwood contract, the cost for each title search is \$200. Staff consider this to be a reasonable price. This translates to a total of \$12,400 with a potential addition of \$1,600 resulting in a maximum of \$14,000. The title searches would be funded as part of the S. Commercial Street design account #012-4322-743-0236.

Staff recommends authorizing Westwood Professional Services to acquire title searches necessary for the S. Commercial Street reconstruction project for an amount not to exceed \$14,000, which shall be funded with the S. Commercial Street design account.





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

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**TO:** Mayor Lang and Members of the Common Council  
**FROM:** James Merten, Traffic Engineer  
**DATE:** March 16, 2023  
**RE:** Commercial Street/Winneconne Avenue Intersection Control Evaluation Report

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In October 2022 the City authorized MSA Professional Services to conduct an intersection control evaluation (ICE) for the Commercial Street/Winneconne Avenue intersection. Attached is the ICE report summary resulting from that work. The full report can be viewed online at <https://neenahwi.gov/traffic-resources/> under the “traffic studies” subsection.

The ICE report evaluated a modified traffic signal layout and two roundabout layouts under projected 20-year traffic conditions. The ICE report recommendation is to construct the modified traffic signal layout as shown in Attachment 4A of the report, also provided in the attachment below. This involves converting a westbound lane on Winneconne Avenue into an eastbound left-turn lane on the east leg of the intersection. This would result in eastbound STH 114 traffic receiving dual left-turn lanes approaching the intersection, however the left turn movement would be permitted during the green arrow signal phase only. To accommodate this, the southbound inside lane stop bar would need to be set back roughly 65 feet. The modified signal plan also includes an exclusive southbound right-turn lane on the north approach of Commercial Street, which would be created through land acquisition. The southbound right turn movement would be signalized and limited to a green arrow phase only. (Right turn on red would not be permitted.) Lastly, Church Street would be restricted to right-in/right-out access only. The ICE report does not address the fact that southbound Commercial Street will be reduced to one lane south of the intersection. MSA Professional Services stated in conversation that a merge point would be required just south of the intersection. A similar example would be the southbound movement at the Fox Point Plaza/Green Bay Road roundabout. The estimated project cost for this proposal is \$340,000.

The original staff request was to prepare a formal design for a right-turn lane and acquire the land necessary for that improvement. With the staff-proposed layout, the right-turn lane would be separated with a pedestrian refuse island to accommodate right-turn on red movement. This would require more land acquisition than the ICE recommended project;

however, it would not require the significant cost to upgrade the traffic signal infrastructure. In terms of traffic flow, the staff-proposed layout does not account for forecasted 2042 traffic; however, staff believe the layout will bring noticeable improvements for existing traffic for the following reasons:

- The crosswalk lengths are not increased, which would otherwise require additional time for through movements and reduce flexibility of signal programming.
- Turn movements would not need to be restricted to dedicated signal phases, allowing turn movements to utilize through movement signal phases when gaps in traffic occur.
- Designing the southbound outside lane to flow into the proposed right-turn only lane will redistribute southbound traffic approaching the intersection, causing better utilization of the inside southbound lane throughout the corridor.

The primary objectives behind proposing the project are as follows:

- To provide a solution for how the existing lane layout will tie into the Commercial Street reconstruction project in 2025.
- To address the extensive queuing that regularly occurs for southbound traffic.
- To address the underutilization of the southbound inside lane.
- To separate the southbound right-turn movement from the southbound through movement. The data collected for the Downtown Traffic Study shows that the southbound right-turn movement accounts for 51% of all southbound traffic at the north approach of the intersection.

Given the original objectives behind the project, the anticipated cost-benefit, and the fact that the staff-proposed layout can be revised to complement a future build of signal infrastructure improvement concepts brought forth in the ICE recommended design, staff recommend pursuing a formal design for a right-turn lane in the vein of the staff-proposed layout, modified to accommodate a 20-year build of the signalized intersection. Attached is the original proposal drafted by Westwood Professional Services in June of 2022 to perform said work. Westwood verbally stated that they would honor the \$49,800 quoted price.

Staff recommends to accept and place on file the Commercial Street/Winneconne Avenue Intersection Control Evaluation report prepared by MSA Professional Services.

Staff recommends amending the S. Commercial Street reconstruction design project agreement with Westwood Professional Services to include design and real estate services for modifications to the Winneconne and Commercial Street intersection in the amount of \$49,800, which shall be funded by the 2025 S. Commercial Street reconstruction design project account #012-4322-743-0236.

Reference:

- June 28, 2022 PSSC Agenda Item #7: Commercial Street/Winneconne Avenue Conceptual Design
- August 30, 2022 PSSC Agenda Item #6: Commercial Street/Winneconne Avenue Intersection Design Proposal Follow-Up
- October 11, 2022 PSSC Agenda Item #4: Commercial Street/Winneconne Avenue Intersection Control Evaluation Proposal



# MSA Study Summary

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**To:** James Merten, PE, City of Neenah, City Traffic Engineer  
**From:** Eric Frailing, PE, PTOE, MSA Professional Services, Inc.  
Brian Huibregtse, PE, PTOE, MSA Professional Services, Inc.  
**Subject:** Winneconne Ave & Commercial St Intersection Control Evaluation Summary  
**Date:** February 22, 2023

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## INTRODUCTION

MSA Professional Services, Inc. (MSA) was asked to complete an intersection control evaluation (ICE) for the intersection of Winneconne Avenue at Commercial Street, in Neenah, Wisconsin (city). The west<sup>1</sup> and north legs of the intersection are also part of STH 114 as well as the Wisconsin Department of Transportation (WisDOT) Connecting Highways system.

The intersection was identified by the city as having ongoing issues with safety, operations, and capacity and was targeted for investigation of potential improvements. Initial operation reviews indicated regular queues of 200 – 300-feet on all approaches with the existing configuration and traffic signal control. The southbound right-turn movement was calculated to be nearing capacity under current conditions. Over the last five years of available crash data, the intersection experienced 34 crash events. The eastbound approach experienced eight front-to-rear (rear-end)-type of crashes, the most of any other approach or crash manner. Of the 34 crash events, eight involved injuries, none of which were worse than severity level B (suspected minor injury). No fatalities were reported during the period. Roadway conditions were noted as a possible factor in at least ten of the overall crashes (snow, slush, ice, or wet pavement). Failure to yield was cited in 11 of the overall crashes.

In order to identify viable alternatives and ultimately recommend one for improving operations and safety, Phase I and Phase II ICE reports were completed for the intersection, following WisDOT reporting standards.

## PHASE I ICE

The Phase I ICE investigation focused on determining what potential improvements were viable for the intersection based on a high-level review of the identified issues and space available. Results from the Phase I analyses indicated the following alternatives were viable and should be analyzed further as part of a more detailed Phase II ICE report:

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<sup>1</sup> The Winneconne Avenue approaches are oriented in a southwest to northeast direction, but will be referred to as west and east legs for simplicity of discussion.

## STUDY SUMMARY

### Winneconne Ave & Commercial St Intersection Control Evaluation Summary

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1. Modified Traffic Signal – Lane modifications and updated signal phasing
2. Roundabout, 4-Leg – Convert the existing intersection into a multilane roundabout
3. Roundabout, 5-Leg – Convert the existing intersection into a multilane roundabout which realigns Church Street to be part of the main intersection.

## PHASE II ICE

The Phase II ICE investigation used the viable alternatives from the Phase I ICE report and looked more in-depth at existing (2022) design year (2042) operations, projected safety performance using the Interactive Highway Safety Design Model (IHSDM) procedures, conceptual level intersection layouts, business and right-of-way (R/W) impacts, and estimated construction costs. Conceptual layouts for the three alternatives are included in the Phase II ICE report.

Results of the analyses indicated that all alternatives are expected to provide acceptable levels of operation (delay, queue, and capacity) through the design year. The roundabout alternatives are expected to provide the most significant and longest-lasting operational and capacity benefits but would cost the most to construct and would have the greatest R/W and business impacts. Including estimated R/W acquisition costs, the four-leg roundabout alternative is expected to cost \$1.8 million more than the modified traffic signal alternative. Both roundabout alternatives would require the purchase of the entire parcel in the northwest corner of the intersection, whereas the modified traffic signal would only require a small strip of R/W to be acquired. The roundabouts would also require the purchase and relocation of the commercial pylon signs for parcels in the north and southeast corners, in addition to relocation of the “Welcome to Historic Downtown Neenah” monument sign and adjacent flagpole. These impacts are shown in Figure 1 and Figure 2.

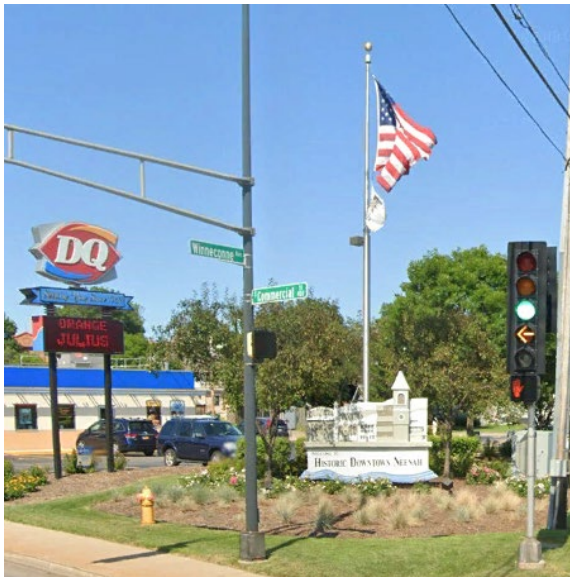


Figure 1, The existing monument sign, flagpole, and commercial pylon sign in the northeast corner



Figure 2, The existing commercial pylon sign in the southeast corner

For safety and geometric constraint reasons, access between Winneconne Avenue and Church Street would be restricted to right-in/right-out movements only for the modified traffic signal and 4-leg roundabout alternatives. The existing intersection of Winneconne Avenue at Church Street

## STUDY SUMMARY

### Winneconne Ave & Commercial St Intersection Control Evaluation Summary

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is within the functional area of the intersection of Winneconne Avenue at Commercial Street. This proximity results in a larger number of conflict points (places where vehicle paths overlap) in a smaller area, which results in a higher probability for crashes to occur.

The roundabout alternatives are expected to generate the largest numbers of crashes, showing an increase over the no-build alternative. Recent studies have shown increases in the overall number of crashes occur when multilane roundabouts are constructed; however, the magnitude of injuries are lower than other intersection types. Due to the geometric design of a roundabout, the most severe manners of collision (head-on and T-bone) which result in K and A-level severity injuries (fatal and suspected serious injury), are all but completely eliminated. Other intersection types such as stop or traffic signal control do not have physical barriers preventing vehicles from colliding in this manner, while also allowing for faster approach speeds prior to any impact.

When construction costs and projected safety benefits are compared, the modified traffic signal alternative has a benefit/cost ratio of 0.46; the 4-leg roundabout alternative is -2.47. (Note, due to limitations of the IHSDM, a benefit/cost ratio for a 5-leg roundabout is not able to be calculated. It is expected to be lower than the 4-leg alternative.)

The 5-leg roundabout alternative is the only alternative that does not have a significant impact to the Valley Transit (Route 32) line that uses Winneconne Avenue and Church Street. Turn movement restrictions would require at least part of the bus route to be moved to a different street in order to access northbound Church Street with the modified traffic signal alternative. The 5-leg roundabout alternative would still allow direct access to northbound Church Street within the intersection. Indirect access to northbound Church Street would be allowed with the 4-leg roundabout alternative; however, this would require the bus to make a U-turn at the roundabout in order to turn right onto northbound Church Street.

## CONCLUSIONS

Conclusions discussed below are based on the results of the alternatives considered in the Phase II ICE investigation. Development changes being considered for the adjacent properties could allow for some modifications of the alternatives investigated as part of the formal Phase II ICE. Additional analysis would be necessary to determine the impacts “fine tuning” the proposed alternatives, such as modifications of downstream lane configurations (lane reductions/merges) or other geometric adjustments and could be done as a preferred alternative is selected.

Based on the raw results of the Phase II ICE investigation, the modified traffic signal is the preferred option. The modified traffic signal has the best benefit/cost ratio, reduces the expected number of crashes, results in the least amount of R/W impacts, and does not require any businesses to be acquired. Unlike the roundabout alternatives, the modified traffic signal has reduced operations (higher delay and queues, lower residual capacity). The modified traffic signal improves on existing operations through the design year, just not to the same extent as the roundabout alternatives. The modified traffic signal alternative does not significantly reduce the likelihood of severe crashes (injury level B, A, or fatalities (K)). However, in the last five years, crashes of this injury magnitude were not reported.

In order to accommodate the design vehicle movements along the STH 114 portions of the intersection, the stop bars for the southbound and eastbound approaches need to be relocated upstream of the intersection in order to allow the design vehicles enough room to complete their

## STUDY SUMMARY

### Winneconne Ave & Commercial St Intersection Control Evaluation Summary

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maneuvers. The eastbound stop bar could remain in its current location; however, in order to accommodate the southbound right turn, additional R/W would be necessary as well as the relocation of at least one significant utility pole.

Restricting access to Church Street down to right-in and right-out movements will impact the existing Route 32 Valley Transit bus line, as it currently turns left from eastbound Winneconne Avenue onto northbound Church Street. The bus line would need to be modified to accommodate this new restriction. Several potential alternatives exist, including:

- Moving northbound operations to Commercial Street and using Church Street for southbound operations
- Relocating the eastbound left-turn to Isabella Street, then using Adams Street to reconnect with Church Street

Current cost estimates included implementing traffic signal changes necessary to accommodate the proposed lane adjustments only, as crash patterns did not indicate the need for additional signalization infrastructure changes for the other intersection approaches. Any further changes would require an increase in funding, but could all be implemented at the same time.

#### ***Additional considerations that could be evaluated with the development of further design plans could include:***

- Install a raised median on the north approach to separate the southbound right-turn lane from the through lane. The raised median would allow a place of pedestrian refuge, shortening the distance that would need to be crossed at one time, in addition to providing additional signal timing flexibility. Installation of such an island would significantly increase the alternative's impacts to the property in the northwest corner of the intersection and Church Street.
- Install a raised median on the west approach to separate the eastbound and westbound lanes. The physical barrier would better prevent left turns to and from Church Street than if regulatory signs were used alone. Addition of the median would increase the R/W impacts as well:
  - Northern Shift
    - No R/W would need to be acquired on the south side of the approach
    - Creates additional impacts for design vehicles completing southbound right turns from Commercial Street
  - Southern Shift
    - Creates new R/W impacts on the south side of the road where there were few or none previously
    - Allows for realignment of the eastbound left-turn lanes. This could reduce the impacts these left turns have on the southbound approach lanes.
- Upgrading to monotube and signal head-per-lane for all approaches. This would maximize signal visibility, which could further reduce the incidence of front-to-rear crashes. It would also bring the signal infrastructure to the latest WisDOT design standards. Depending on the size of poles needed, additional utility modification may be required in order to accommodate the new poles and associated foundations.
- Converting five-section, protected/permissive left-turn signals to four-section flashing yellow arrow (FYA) indications. This conversion not only offers additional crash reduction potential, but also offers more signal phasing flexibility to accommodate future growth.

## STUDY SUMMARY

### Winneconne Ave & Commercial St Intersection Control Evaluation Summary

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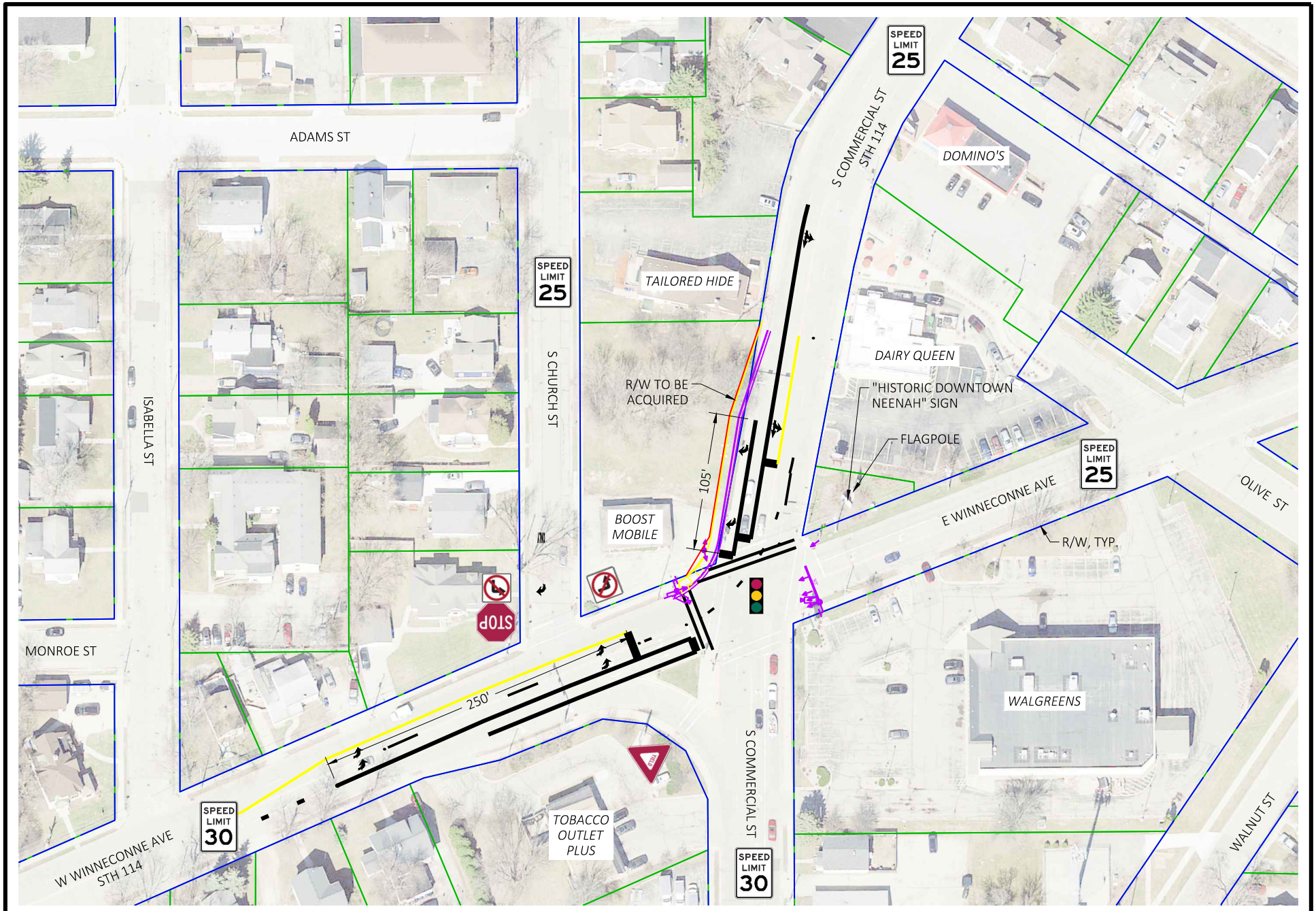
- Adding pedestrian push buttons for calling pedestrian phases. Currently, the pedestrian phase is called with every green light. When there are no pedestrians present, this results in additional phase time being used for a phase that may not need it, when it could be used to instead serve other phases requiring more time. It could also allow for conflicting pedestrian phases to be served sooner. Given the existing traffic signal pole layout, additional “pedestrian button poles” may be needed in order to comply with ADA and PROWAG location regulations.
- Adding emergency vehicle preemption (EVP). EVP can allow for certain emergency vehicles to pass through the intersection faster by being able to call for their own green light indication. This equipment does require transponder equipment to be installed on each emergency vehicle in order for it to be effective. The signal infrastructure could be installed now to save implementation costs later.

Implementing some or all of the additional traffic signal modifications listed above, beyond what is required for the modified traffic signal alternative would require additional discussion and further investigation to determine a better cost estimate. Simultaneous implementation would have several benefits, including better public perception of only making modifications at one time rather than coming back later for additional work. Completing all the work at once would increase the overall implementation cost estimate, but it would have cost efficiencies with construction mobilization and necessary underground rewiring to accommodate the new signals. It could also offer additional timing flexibilities to better accommodate future growth.

Attachment A : Phase 2 ICE Report (Text & Attachments)

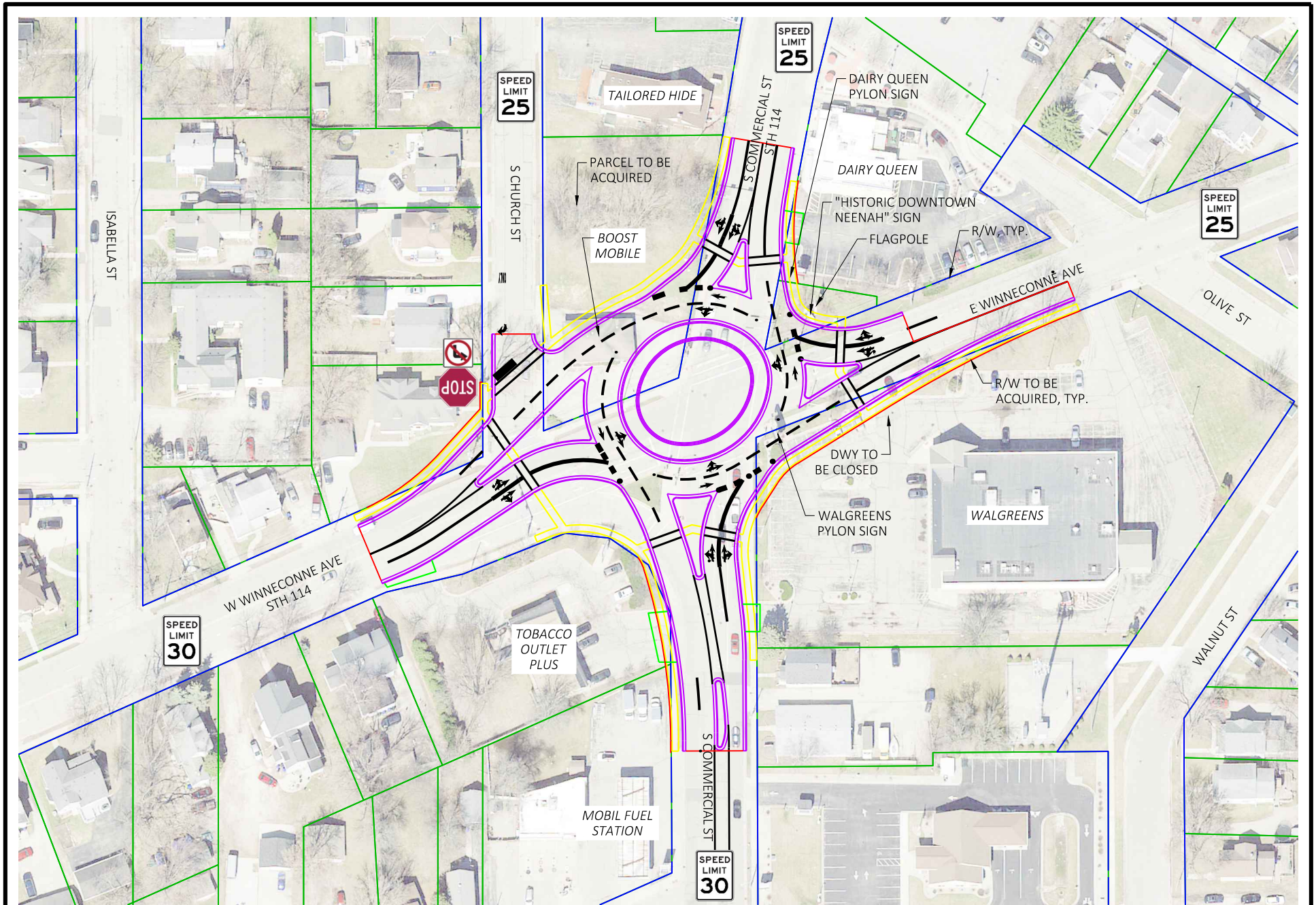
Attachment B : Phase 1 ICE Report (Text Only)





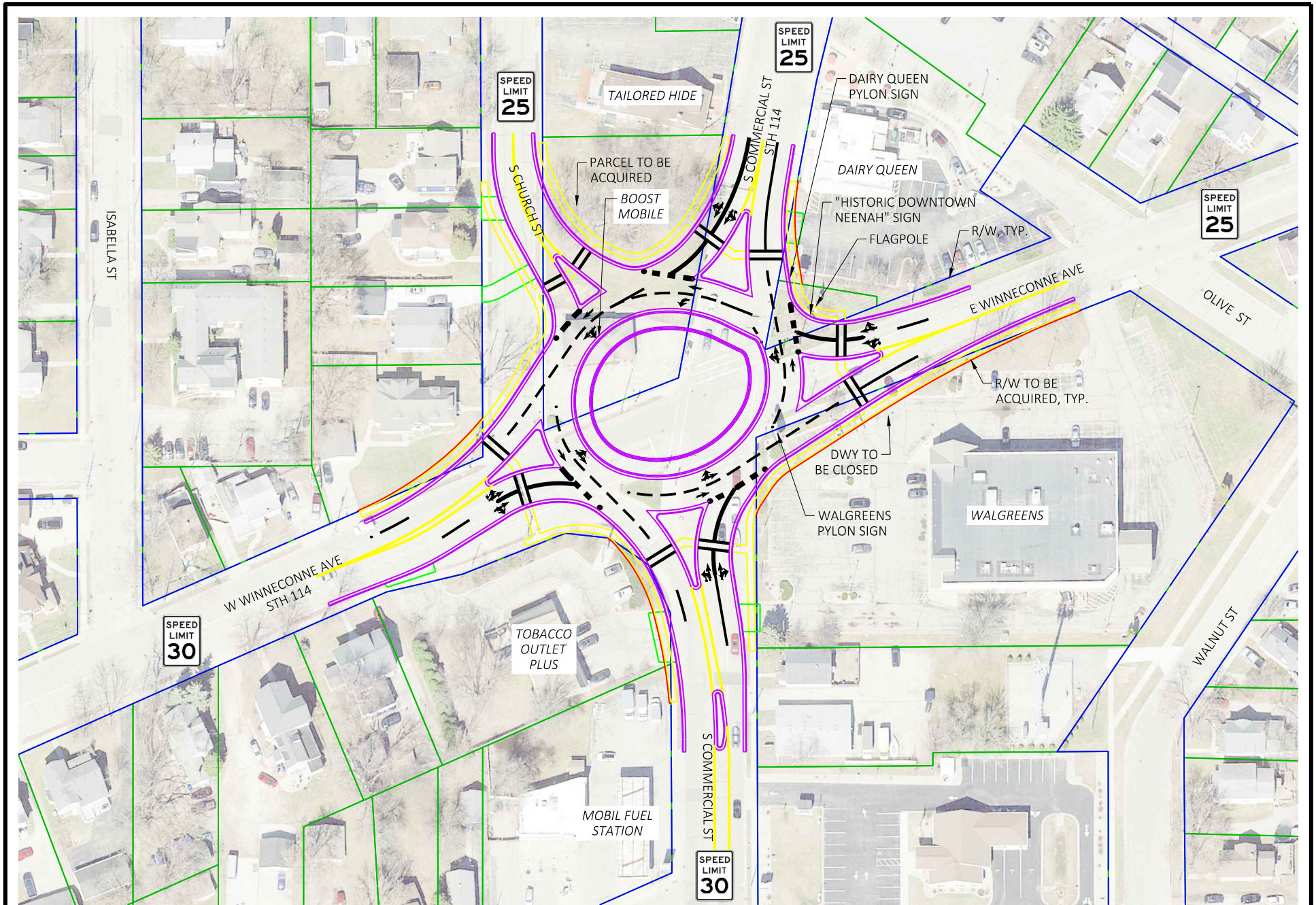
Attachment 4A, Conceptual Improvement, Alternative 1: Modified Traffic Signal  
 WINNECONNE AVENUE AT COMMERCIAL STREET  
 WINNEBAGO COUNTY





Attachment 4B, Conceptual Improvement, Alternative 2: Roundabout, 4-Leg  
 WINNECONNE AVENUE AT COMMERCIAL STREET  
 WINNEBAGO COUNTY





Attachment 4C, Conceptual Improvement, Alternative 3: Roundabout, 5-Leg  
 WINNECONNE AVENUE AT COMMERCIAL STREET  
 WINNEBAGO COUNTY

Winneconne Avenue & Commercial Street, Neenah, WI  
Signal Alternative  
Project ID: MSA #07578063  
Winnebago County  
Date: 1/31/2023

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	REMOVALS	LS	1	\$18,000.00	\$ 18,000
<i>SUBTOTAL REMOVALS</i>					\$ 18,000
2	EARTHWORK		% of Items 1 & 3-4	N/A	\$ -
2.01	Excavation Common	CY	230	\$26.00	\$ 6,000
<i>SUBTOTAL EARTHWORK</i>					\$ 6,000
3	BASE				
3.02	Base Aggregate Dense 1 1/4"	TON	200	\$22.00	\$ 4,400
<i>SUBTOTAL BASE</i>					\$ 4,400
4	PAVEMENT				
4.01	Concrete Pavement 8"	SY	220	\$100.00	\$ 22,000
<i>SUBTOTAL PAVEMENT</i>					\$ 22,000
5	ROADWAY MISCELLANEOUS		% of Items 1 & 3-4	N/A	\$ -
	Concrete Curb and Gutter	LF	230	\$30.00	\$ 6,900
5.07	Concrete Curb Pedestrian	LF	20	\$50.00	\$ 1,000
5.08	Concrete Sidewalk 5-Inch	SF	150	\$10.00	\$ 1,500
<i>SUBTOTAL ROADWAY MISCELLANEOUS</i>					\$ 9,400
6	DRAINAGE/STORM SEWER	LS	1	\$5,000.00	\$ 5,000
<i>SUBTOTAL DRAINAGE/STORM SEWER</i>					\$ 5,000
<b>SUBTOTAL ROADWAY COSTS (ITEMS 1-6)</b>					<b>\$ 64,800</b>
7	TRAFFIC SIGNALS	LS	1	\$66,000.00	\$ 66,000
8	ITS	LS	1	\$45,000.00	\$ 45,000
9	TRAFFIC CONTROL	LS	1	\$20,000.00	\$ 20,000
10	EROSION CONTROL	LS	5 % of Items 1-6	N/A	\$ 3,200
11	LIGHTING	LS	0		\$ -
12	SIGNING/MARKING	LS	1	\$24,000.00	\$ 24,000
13	WETLAND MITIGATION	LS	0		\$ -
14	HAZMAT	LS	0		\$ -
15	ROADWAY INCIDENTALS	LS	30 % of Items 1-6	N/A	\$ 19,400
<b>TOTAL ROADWAY COSTS (Items 1-15)</b>					<b>\$ 242,400</b>
16	STRUCTURES				
<b>TOTAL STRUCTURE COSTS</b>					<b>\$ -</b>
17	MOBILIZATION	LS	1	\$30,000.00	\$ 30,000
<b>CONSTRUCTION SUBTOTAL (Items 1-17)</b>					<b>\$ 272,400</b>
18	E&C	LS	15 % of Items 1-17	N/A	\$ 40,900
19	ROW Acquisition	LS	1	\$20,000.00	\$ 20,000
<b>TOTAL PROJECT COST</b>					<b>\$ 340,000</b>

Assumptions

- Pavement Structure: 8" Concrete over 8" Base Aggregate
- Signal pole and accessories in northwest quadrant are moved to new location with new signal heads
- Eastbound far-side signal replaced with monotube with signal heads per lane
- Westbound far-side, right-side signal replaced with new signal heads
- Improvements constructed under traffic

Winneconne Avenue & Commercial Street, Neenah, WI  
 4 Leg Roundabout Alternative  
 Project ID: MSA #07578063  
 Winnebago County  
 Date: 1/31/2023

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	REMOVALS	LS	1	\$70,000.00	\$ 70,000
<i>SUBTOTAL REMOVALS</i>					\$ 70,000
2	EARTHWORK		% of Items 1 & 3-4	N/A	\$ -
2.01	Excavation Common	CY	5,500	\$18.00	\$ 99,000
2.05	Select Borrow	CY	1,100	\$12.00	\$ 13,200
<i>SUBTOTAL EARTHWORK</i>					\$ 112,200
3	BASE				
3.02	Base Aggregate Dense 1 1/4"	TON	3,500	\$20.00	\$ 70,000
<i>SUBTOTAL BASE</i>					\$ 70,000
4	PAVEMENT				
4.01	Concrete Pavement 8"	SY	5,100	\$60.00	\$ 306,000
4.05	Concrete Driveway 6"	SY	160	\$70.00	\$ 11,200
4.21	Concrete Truck Apron 12"	SY	380	\$90.00	\$ 34,200
4.22	Coloring Concrete WisDOT Red	CY	130	\$90.00	\$ 11,700
<i>SUBTOTAL PAVEMENT</i>					\$ 363,100
5	ROADWAY MISCELLANEOUS		% of Items 1 & 3-4	N/A	\$ -
5.01	Concrete Curb and Gutter	LF	2,920	\$25.00	\$ 73,000
5.08	Concrete Sidewalk 4-Inch	SF	3,600	\$6.00	\$ 21,600
5.09	Concrete Sidewalk 5-Inch	SF	6,300	\$9.00	\$ 56,700
<i>SUBTOTAL ROADWAY MISCELLANEOUS</i>					\$ 151,300
6	DRAINAGE/STORM SEWER	LS	1	\$30,000.00	\$ 30,000
<i>SUBTOTAL DRAINAGE/STORM SEWER</i>					\$ 30,000
<b>SUBTOTAL ROADWAY COSTS (ITEMS 1-6)</b>					<b>\$ 796,600</b>
7	TRAFFIC SIGNALS	LS	0		\$ -
8	ITS	LS	0		\$ -
9	TRAFFIC CONTROL	LS	15 % of Items 1-6	N/A	\$ 119,500
10	EROSION CONTROL	LS	3 % of Items 1-6	N/A	\$ 23,900
11	LIGHTING	LS	1	\$40,000.00	\$ 40,000
12	SIGNING/MARKING	LS	1	\$110,000.00	\$ 110,000
13	WETLAND MITIGATION	LS	0		\$ -
14	HAZMAT	LS	0		\$ -
15	ROADWAY INCIDENTALS	LS	35 % of Items 1-6	N/A	\$ 278,800
<b>TOTAL ROADWAY COSTS (Items 1-15)</b>					<b>\$ 1,368,800</b>
16	STRUCTURES				
<b>TOTAL STRUCTURE COSTS</b>					<b>\$ -</b>
17	MOBILIZATION	LS	8 % of Items 1-16	N/A	\$ 109,500
<b>CONSTRUCTION SUBTOTAL (Items 1-17)</b>					<b>\$ 1,478,300</b>
18	E&C	LS	12 % of Items 1-17	N/A	\$ 177,400
19	ROW Acquisition	LS	1	\$450,000.00	\$ 450,000
<b>TOTAL PROJECT COST</b>					<b>\$ 2,110,000</b>

Assumptions

- Pavement Structure: 8" Concrete over 8" Base Aggregate
- Signing/Marking includes two overhead sign structures
- Intersection is constructed under traffic
- ROW Acquisition includes moving two signs

Winneconne Avenue & Commercial Street, Neenah, WI  
 5 Leg Roundabout Alternative  
 Project ID: MSA #07578063  
 Winnebago County  
 Date: 1/31/2023

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	REMOVALS	LS	1	\$70,000.00	\$ 70,000
<i>SUBTOTAL REMOVALS</i>					\$ 70,000
2	EARTHWORK		% of Items 1 & 3-4	N/A	\$ -
2.01	Excavation Common	CY	6,500	\$18.00	\$ 117,000
2.05	Select Borrow	CY	1,300	\$12.00	\$ 15,600
<i>SUBTOTAL EARTHWORK</i>					\$ 132,600
3	BASE				
3.02	Base Aggregate Dense 1 1/4"	TON	3,900	\$20.00	\$ 78,000
<i>SUBTOTAL BASE</i>					\$ 78,000
4	PAVEMENT				
4.01	Concrete Pavement 8"	SY	5,800	\$60.00	\$ 348,000
4.05	Concrete Driveway 6"	SY	230	\$70.00	\$ 16,100
4.21	Concrete Truck Apron 12"	SY	490	\$90.00	\$ 44,100
4.22	Coloring Concrete WisDOT Red	CY	160	\$90.00	\$ 14,400
<i>SUBTOTAL PAVEMENT</i>					\$ 422,600
5	ROADWAY MISCELLANEOUS		% of Items 1 & 3-4	N/A	\$ -
5.01	Concrete Curb and Gutter	LF	3,500	\$25.00	\$ 87,500
5.07	Concrete Sidewalk 4-Inch	SF	3,700	\$6.00	\$ 22,200
5.08	Concrete Sidewalk 5-Inch	SF	6,800	\$9.00	\$ 61,200
<i>SUBTOTAL ROADWAY MISCELLANEOUS</i>					\$ 170,900
6	DRAINAGE/STORM SEWER	LS	1	\$35,000.00	\$ 35,000
<i>SUBTOTAL DRAINAGE/STORM SEWER</i>					\$ 35,000
<b>SUBTOTAL ROADWAY COSTS (ITEMS 1-6)</b>					<b>\$ 909,100</b>
7	TRAFFIC SIGNALS	Each	0		\$ -
8	ITS	LS	0		\$ -
9	TRAFFIC CONTROL	LS	15 % of Items 1-6	N/A	\$ 136,400
10	EROSION CONTROL	LS	3 % of Items 1-6	N/A	\$ 27,300
11	LIGHTING	LS	1	\$50,000.00	\$ 50,000
12	SIGNING/MARKING	LS	1	\$115,000.00	\$ 115,000
13	WETLAND MITIGATION	LS	0		\$ -
14	HAZMAT	LS	0		\$ -
15	ROADWAY INCIDENTALS	LS	35 % of Items 1-6	N/A	\$ 318,200
<b>TOTAL ROADWAY COSTS (Items 1-15)</b>					<b>\$ 1,556,000</b>
16	STRUCTURES				
<b>TOTAL STRUCTURE COSTS</b>					<b>\$ -</b>
17	MOBILIZATION	LS	8 % of Items 1-16	N/A	\$ 124,500
<b>CONSTRUCTION SUBTOTAL (Items 1-17)</b>					<b>\$ 1,680,500</b>
18	E&C	LS	12 % of Items 1-17	N/A	\$ 201,700
19	ROW Acquisition	LS	1	\$460,000.00	\$ 460,000
<b>TOTAL PROJECT COST</b>					<b>\$ 2,350,000</b>

Assumptions

- Pavement Structure: 8" Concrete over 8" Base Aggregate
- Signing/Marking includes two overhead sign structures
- Intersection is constructed under traffic
- ROW Acquisition includes moving three signs

Westwood Infrastructure, Inc. Project Change Order  
Number 1

PROJECT NAME: S Commercial Street Reconstruction  
PROJECT NUMBER: R3001439.00  
CLIENT NAME: City of Neenah  
DATE OF CHANGE ORDER: June 20, 2022  
PROJECT MANAGER: Phil Roberts

This Project Change Order between Client and Westwood is set forth pursuant to our Agreement to provide professional services effective *June 20, 2022*. The purpose of this Project Change Order is to modify the conditions and the scope of work as defined in the originally proposed services dated *January 7, 2022*.

1. REVISION REQUESTED BY: *James Merten*
2. REQUESTED REVISIONS: City of Neenah intends to modify the lane configuration at the intersection of Commercial St and Winneconne Ave. Westwood will perform the following:

*A. See Attachment A*

3. REVISION TO FEES:

ITEM	METHOD	FEE
<i>CO #1 from 2. above</i>	<i>Lump Sum</i>	<i>\$ 49,800.00</i>
<i>Original Contract</i>	<i>Lump Sum</i>	<i><u>\$557,440.00</u></i>
	<i>NEW CONTRACT TOTAL</i>	<i><u>\$607,240.00</u></i>

4. COMMENTS/ASSUMPTIONS: See Attachment A

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this Change Order to the Agreement shall serve and may be relied upon as an original.

WESTWOOD INFRASTRUCTURE, INC.



Signature

Name: Phillip T. Roberts

Date: June 20, 2022

CITY OF NEENAH

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

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



## Project Description

The proposed project will modify the lane configuration at the intersection of Commercial St and Winneconne Ave. On the north side of the intersection a right turn lane will be added as shown in the sketch provided by Neenah. The southbound lane configuration will be changed to a left turn lane, thru lane and right turn lane separated by a pedestrian island.

Capacity analysis of the intersection is not required. One of the design goals is to keep the walk time the same as existing. That is the reason for the pedestrian island. Another key component of the design is for the right turn lane to accommodate large trucks.

## Project Scope

Westwood will provide the following professional services for the project.

### Project Administration and Coordination

- Coordinate project development and documentation with the City of Neenah.

### Agency and Utility Coordination

- Utility coordination
  - Request system maps
  - Send 60% plans and request utility workplans
  - Identify and resolve potential conflicts
  - Review and approve utility workplans
  - Send final plans and specials to each utility


### Topographic Survey

- Full topographic survey of the Commercial St and Winneconne Ave intersection.
- Measure downs at all manholes, inlets, and catch basins
- Locate all utilities with the project limits
- Locate existing right of way irons

### Design

- Add southbound right turn lane using the existing pavement thickness and reconfigure the remaining lanes with pavement marking.
- Design for WB-65 vehicle
- Adjust storm sewer inlets
- Traffic Signal Modifications
  - Adjust signal pole locations and signal heads as needed
  - Adjust signal timing and sequence as needed
- Traffic Control
- Final Plans
  - Title sheet
  - General notes
  - Typical section



- 
- Construction detail
    - Paving and intersection details
    - Curb ramp details for 6 curb ramps
    - Storm sewer sheets
    - Signing Sheets
    - Pavement marking sheets
    - Traffic Signal Modification Details
    - Temporary Traffic Signals Details
    - Traffic control
    - Miscellaneous Quantity Sheets
    - Plan Sheet including erosion control and removals
    - Cross section sheets at 50' sections
  - Final Plans, Specifications and Estimates

#### Right-of-Way Plat

- Provide 1 title report and 1 title update
- Establish existing right-of-way
- Prepare Transportation Project Plat (TPP) or traditional right-of-way plat for the parcel in the northwest quadrant of the intersection
- Provide legal description, deed and release of rights
- Stake proposed right-of-way one time with lath for appraisals
- Monument new right of way with 1" x 24" iron pipe

#### Real Estate Acquisition

- Provide Real Estate Project Manager
- Prepare a Project Data Book/Expanded Sales Study and determine nominal parcels. Westwood will subcontract with Steiro Appraisals for this work
- Complete Nominal Payment Parcel Report
- Perform all negotiations
- Obtain all Fee Title, PLE, TLE, and Access Rights
- Provide Fee Titles
- Obtain City approval for each step of the process as outlined in the Local Public Agency (LPA) Manual for Right of Way Acquisition
- Coordinate all work with City of Neenah

#### Meetings

- Design Kickoff meeting
- Coordinate and attend 30% and 90% design review meetings.
- Pre-construction meeting

#### Information Provided by Neenah

- As-built plans if available
- Existing plans if available
- Existing signal timing



### Extra Work

- Traffic counts and analysis
- Pavement Design
- Public Involvement Meeting
- Geotechnical Investigation
- Hazardous Material Investigation
- Bidding
- Relocation of the Business in the NW quadrant
- Total buyout of the Business in the NW quadrant



*Department of Public Works*  
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426  
Phone 920-886-6241 • e-mail: gkaiser@ci.neenah.wi.us  
**GERRY KAISER, P.E.**  
**DIRECTOR OF PUBLIC WORKS**

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

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**DATE:** March 17, 2023  
**TO:** Mayor Lang and Members of the Public Services and Safety Committee  
**FROM:** Gerry Kaiser, Director of Public Works  
**RE:** Clock Tower Controller

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The controller for the clock tower has failed. That unit controls the clock faces and the bell tones. The controller was installed in 2017. It is out of warranty and cost-effective repairs are not possible. The quote from Verdin Company for a new controller is \$5,015. After reviewing the matter with the Finance Department, I am requesting that the Public Facilities Fund balance be used to make this purchase. City staff will install the equipment.

Staff requests that Committee recommend the purchase of a digital bell controller from Verdin Company in the amount of \$5,015 with funding to come from the Public Facilities Fund balance.



Department of Public Works  
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426  
Phone 920-886-6241 • e-mail: gkaiser@ci.neenah.wi.us  
GERRY KAISER, P.E.  
DIRECTOR OF PUBLIC WORKS

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## MEMORANDUM

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**DATE:** March 17, 2023  
**TO:** Mayor Lang and Members of the Public Services and Safety Committee  
**FROM:** Gerry Kaiser, Director of Public Works  
**RE:** Public Works General Activity

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- 1) Contract 7-21 (Harrison Pond): Storm and sanitary sewer work is complete and the pond is functioning. Work on the water feature stones will continue when weather allows.
- 2) Contracts 11-22A and 11-22B (Lead service line replacement): Work is substantially complete. Restoration will be finished later this year.
- 3) Contract 1-23 (Chestnut, Burr, Dieckhoff, Laudan Utility and Street Construction): The contractor is tentatively set to start on March 27. Work on sewer and water service replacements will tentatively start the week of March 20.
- 4) Contract 2-23 (Charles, Hughes, Memorial, Patrick, Brantwood Dr/Ct Utility and Street): A pre-construction meeting is scheduled for 03/28/2023.
- 5) Contract 3-23 (Concrete Pavement/Sidewalk Repair): The contract has been awarded to Al Dix Concrete, Inc. A work schedule has not been set.
- 6) Contract 4-23 (Asphalt Repairs): The contract was awarded to MCC, Inc. A work schedule has not been set.
- 7) Contract 5-23 (New Subdivision Street Construction): Bids were opened on 2/15/2023. An award recommendation is scheduled to come to Council on April 5.
- 8) Contract 6-23 (Columbian Av Utility and Street Construction): The contract was awarded to Don Hietpas & Sons Construction, Inc. The contractor is tentatively set to start work on 3/27/2023.
- 9) Contract 7-23 (High, River Utility and Street Construction): Soil borings are being done the week of 3/13/2023. Upon receiving that report, we will both submit that documentation to the railroad for their review and advertise for project bid.
- 10) Contract 9-23 (Epoxy Pavement Marking): The project was awarded to Century Fence. A work schedule has not been set. The primary work areas are the roundabouts at Breezewood / Gillingham, Bell / Harrison, Winneconne / Green Bay, Winneconne / Lake, Green Bay / Festival, and Green Bay / Fox Point along with mainline work on Bayview Road and S. Lake Street.
- 11) Contract 10-23 (Parking Lot, Temporary Asphalt Street Construction): The project is scheduled for bid opening on 3/22/2023.
- 12) Clock Tower: The controller for the clock tower has failed, that is why both hands on each face are pointed to 12. The quote for a new controller is \$5,015. I have asked the Finance Department for options to fund a replacement.