



**City of Neenah
COMMON COUNCIL AGENDA
Wednesday, April 6, 2022 - 7:00 p.m.
Neenah City Hall
Council Chambers**

- I. Roll Call and Pledge of Allegiance
- II. Recognition of Retirees.
 - A. Deb Calabrese, Finance Department Office Manager, 8 years of service.
 - B. Officer Bill Mohr, Police Department, 31 years of service.
- III. Introduction and Confirmation of Mayor's Appointment(s)
 - A. None.
- IV. Approval of Council Proceedings
 - A. Approval of the Council Proceedings of March 16, 2022 regular session. **(UC)**
- V. Public Forum
 - A. Speakers should give their name and residential address (not mailing address) and are allowed five minutes to speak on any topic.
- VI. Mayor/Council consideration of public forum issues
- VII. Consent Agenda
 - A. Approve the Temporary Extension of Licenses Premise Application to Greene's Pour House, 134 W Wisconsin Avenue, for the 10-Year Anniversary Celebration, to be held on May 21, 2022. **(PSSC)**
 - B. Approve the Street Use Permit for Greene's Pour House, 134 W Wisconsin Avenue, for the 10-Year Anniversary Celebration, to be held on May 21, 2022. **(PSSC)**
 - C. Approve the Street Use Permit for Udderly Euro Stationary Car Show, sponsored by T. Apparel Co., to be held on June 18, 2022 from 3:00 PM to 7:30 PM **(PSSC)**
 - D. **(UC)**
- VIII. Reports of standing committees
 - A. Regular Public Services and Safety Committee meeting of March 29, 2022: (Chairman Bates/Vice Chairman Lang) (Minutes can be found on the City web site)

1. Committee recommends Council approve the Memorandum of Understanding between the City of Neenah and Bird Rides, Inc., which establishes an electric scooter pilot program to expire on December 31, 2022 and to approve Ordinance #2022-08 which will allow for modifications of Article IV and Section 11-2 in regards to the operation and regulation of electric scooters. **(RollCall-Pro)**
 2. Committee recommends Council approve the entering into a Memorandum of Understanding with Galloway Co., on the Harrison Street Pond. **(RollCall-Pro)**
 3. Committee recommends Council authorize the City Attorney to amend Chapter 16 of the City of Neenah Ordinances by adding Wisconsin Administrative Code Chapter Trans 305. **(RollCall-Pro)**
 4. Committee recommends Council approve the purchase of 2 (12 inch) speed display signs, 2 speed trailers with 15-inch display, and 2 speed tracker data recorders from TrafficLogix in an amount not exceed \$25,000.00 to be funded by Capital Equipment account 011-2132-743-8183. **(RollCall-Pro)**
 5. Committee recommends Council approve an amendment to the capital equipment budget to purchase 112 of the 95 gallon recycling carts and 112 of the 95 garbage carts from Rehrig Pacific in the amount of \$16,560.00 using capital equipment reserve funds. **(RollCall-Pro)**
- B. Regular Finance and Personnel Committee meeting of March 28, 2022 (Chairman Erickson/Vice Chairman Boyette) (Minutes can be found on the City web site)
1. Committee recommends Council approve Resolution 2022-07 for the 2022 Community Development Block Grant and authorization to enter into agreements for the activities, subject to approval by the U.S. Department of Housing and Urban Development. **(RollCall-Pro)**
 2. Committee recommends Council approve the Tax Incremental District #7 Development Agreement between the City and Spring Creek Center II, LLC for the redevelopment of the former Shopko property at 699 S. Green Bay Road. **(RollCall-Pro)**
 3. Committee recommends Council approve the 2021 Operating Budget Carry Forwards to 2022 as submitted. **(RollCall-Pro)**
 4. **Committee recommends the City enter into an agreement with Ontech Systems, Inc. to perform a security assessment of the City's computing environment for a cost not to exceed \$3,700 with funding that was approved in Information Systems 2022 Capital budget. (Roll Call-Pro)**
- C. NMFR Joint Finance & Personnel Committee meeting of March 22, 2022: (Alderperson Stevenson) (Minutes can be found on the City web site)
1. Committee recommends the City of Neenah and City of Menasha Common Councils approve the Agreement for Urban Search and

Rescue Emergency Response Services from April 1, 2022 through June 30, 2024. **(RollCall-Pro)**

2. Committee recommends the City of Neenah and City of Menasha Common Councils approve filling the vacant firefighter position created by Mitch Berendes and move forward with hiring another firefighter to help offset the known overtime that will be incurred due to the current long-term FMLA. **(RollCall-Pro)**

- IX. Reports of special committees and liaisons and various special projects committees
 - A. Regular Plan Commission meeting of March 22, 2022: (Council Rep Lang) (Minutes can be found on the City web site)
 1. Cancelled.
 - B. Board of Public Works meeting of March 29, 2022: (Vice Chairman **Hillstrom**) (Minutes can be found on the City web site)
 1. Information Only Items:
 - a) The Board approved Pay Estimate No. 6, Contract 3-20, HMA Street Construction to Sommers Construction Company, Shiocton, in the amount of \$11,452.37.
 2. Council Action Items:
 - a) The Board recommends Council award Contract 3-22, Street Construction, on Apple Blossom Drive, Byrd Avenue, Fredrick Drive, Green Acres, Honeysuckle Lane, Meadow Lane, Primrose Lane, and Wild Rose Lane. **(RollCall-Pro)**
 - b) The Board recommends Council award contract to Safe Slide Restoration, Farmington, MO in the lump sum amount of \$47,691 for Neenah Pool Water Slide Restoration Project. **(RollCall-Pro)**
 - C. Landmarks Commission
 1. Report from the Landmarks Commission – Alderperson Lang
 - D. Sustainable Neenah Committee
 1. Report from the Sustainable Neenah Committee – Alderperson **Borchardt**
 - E. Reports on neighborhood groups.
 1. Business Improvement District Board (BID Board) – Alderperson Lang
 - F. Bergstrom Mahler Museum
 1. Report from the Bergstrom Mahler Museum – Alderperson **Erickson**
- X. Presentation of petitions
 - A. Any other petition received by the City Clerk's Office after distribution of the agenda.
- XI. Council Directives
- XII. Unfinished Business

A. Consideration of Ordinance 2022-09 amending the salaries of the Mayor and the Common Council based on the approval of such action in the 2022 budget. (Roll Call Pro)

XIII. New Business

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

XIV. Adjournment

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not be discriminated against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Clerk's Office (920) 886-6100 or the **City's ADA Coordinator at (920) 886-6106 or e-mail attorney@ci.Neenah.wi.us** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

Common Council Proceedings
Wednesday, March 16, 2022—7:00pm

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00pm, March 2, 2022, in the Council Chambers of Neenah City Hall.

Mayor Kaufert is the chair.

Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting was in hybrid format with some Council Members and staff in-person and some attending virtually.

Present: Alderpersons appearing in-person Boyette, Bates, Hillstrom, Borchardt, Lang, Skyrms, Erickson, and Stevenson. Alderperson Lendrum was excused. Staff present in-person Director of Finance Easker, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, City Attorney Westbrook and City Clerk Nagel.

Also Present: Virtually present were Aldermanic District 1 Candidate Kristen Sandvick, Kelly Behrmann, Bernice Meyer, Beth, Joe, Park and Recreation Supervisor Steph Schott, Police Chief Aaron Olson, Neenah Water Utility Director Anthony Mach.

Mayor Kaufert called the meeting to order at 7:04pm

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

The Clerk called a voice roll call. The Pledge of Allegiance was suspended due to the meeting being held virtually only.

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

- A. List appointments announced at last meeting under new business. (Motion to confirm) **(UC)**
1. 1. Appoint Sarah Wylie to the Neenah Arts Council for a three-year term ending in March 2025.
 2. Appoint Ashley Ondresky to the Park & Recreation Commission for a three-year term ending March 2025.

MS Erickson/Stevenson to confirm the Mayor's Appointment as listed above. Motion carried by unanimous consent

III. **Approval of Council Proceedings**

- A. Approval of the Council Proceedings of March 2, 2022 regular session.
MS Skyrms/Stevenson to approve the Proceedings of March 2, 2022 as written. Motion carried by unanimous consent.

IV. **Plan Commission report pertaining to the Public Hearings**

- A. Plan Commission meeting of March 8, 2022: (Ald. Lang) (Minutes can be found on the City web site)

1. Commission recommends Council approve Ordinance No. 2022-06 placing a permanent zoning designation of I-1, Planned Business Center District for the property located at 560 County Road G.
MSCRCP Lang/Borchardt to approve Ordinance No. 2022-06, all voting aye.
2. Commission recommends Council approve Ordinance No. 2022-07, amending the Official Street Map to narrow Paintbrush Road Right-of-Way.
MSCRCP Lang/Borchardt to approve Ordinance No. 2022-07, all voting aye.

V. **Consent Agenda**

- A. Approve the Street Use Permit for the Flatgrass Soccer Tournament, sponsored by the Neenah Soccer Club, to be held on May 6, 7, & 8, 2022.
(PSSC)
- B. Approve the Street Use Permit for Furry Flurry Walk for Pets, sponsored by the Neenah Animal Shelter, 951 County Rd G, Neenah, WI, to be held on August 13, 2022. **(PSSC)**
- C. Approve the Street Use Permit for the JDRF One Walk, sponsored by the JDRF, 1800 Appleton Road, Ste 2, to be held on May 21, 2022. **(PSSC)**
- D. Approve the Street Use Permit for the Neenah-Menasha Memorial Day Parade, sponsored by the Twin City Veterans and Nicolet VFW Post 2126, to be held on May 30, 2022. **(PSSC)**
- E. Approve the payment to R.J. Jacques, Inc., for caulking at the city services building in the amount of \$26,384.00 using \$20,000 in designated 2020 capital funds and \$6,384 in 2020 capital funds for city hall re-caulking.
(PSSC)
- F. **(UC)**
MS Stevenson/Boyette to approve the Consent Agenda as presented.
Motion carried by unanimous consent.

VI. **Reports of standing committees**

- A. Regular Public Services and Safety Committee meeting of March 8, 2022: (Chairperson Bates/Vice Chairperson Lang) (Minutes can be found on the City web site)
 1. Committee recommends Council approve the lease with Historic Neenah Properties allowing the installation of a parking sign on their building at 145 W. Wisconsin Avenue and authorize staff to contract with Appleton Sign, and associated contractors, to manufacture and install the sign at a cost of approximately \$13,500. Funding to be provided from TID #8, parking ramp signage funds.
MSRCP Bates/Hillstrom to approve the lease with Historic Neenah Properties allowing the installation of a parking sign on

their building at 145 W. Wisconsin Avenue and authorize staff to contract with Appleton Sign, and associated contractors, to manufacture and install the sign at a cost of approximately \$13,500. Funding to be provided from TID #8, parking ramp signage funds, carried in a roll call vote 7-0-1 with Skyrms abstaining.

2. Committee recommends Council approve the purchase of poles and mast arms from TAPCO in the amount of \$11,120.00 to be funded through designated Capital Improvement Program funds.

MSCRП Bates/Lang to approve the purchase of poles and mast arms from TAPCO in the amount of \$11,120.00 to be funded through designated Capital Improvement Program funds, all voting aye.

3. Committee recommends Council approve the purchase of the Trafficalm iQ1500Full Matrix Driver Feedback Sign and 100W Solar Kit in the amount of \$4,190.00 to be funded by private donation.

(RollCall-Pro)

MSCRП Bates/Lang to approve the purchase of the Trafficalm iQ1500Full Matrix Driver Feedback Sign and 100W Solar Kit in the amount of \$4,190.00 to be funded by private donation, all voting aye.

4. Committee recommends Council approve a two-year Parks & Recreation Reciprocity agreement between the City of Menasha, City of Appleton, and the City of Neenah.

MSCRП Bates/Skyrms to approve the two-year Parks & Recreation Reciprocity agreement between the City of Menasha, City of Appleton, and the City of Neenah.

- B. Regular Finance and Personnel Committee meeting of March 7, 2022: (Chairperson Erickson/Vice Chairperson Boyette) (Minutes can be found on the City web site)

1. Committee recommends Council approve the restructure Parks Department staffing as follows:

2022 Proposed FTE – (7)

Park Supervisor (1)

Arborist (1)

Lead Park Technician (1)

Park Technician (4)

2022 Proposed LTE/Seasonal (9)

LTE (4) – (<1100 hours)

Seasonal (5) – (<600 hours)

MSCRP Erickson/Boyette to approve the restructure of the Parks Department staffing as recommended above, all voting aye.

2. Committee recommends Council approve the special assessment interest rate of 3% for 2022.

MSCRP Erickson/Stevenson to approve the special assessment interest rate of 3% for 2022, all voting aye.

3. Committee recommends Council approve the Tentative Agreement with the Neenah Police Supervisory Unit for contract terms from January 1, 2022 to December 31, 2025 and authorize preparation and execution of amended contracts reflecting the changes outlined in the Tentative Agreement between the City and Union.

MSCRP Erickson/Bates to approve the Tentative Agreement with the Neenah Police Supervisory Unit for contract terms from January 1, 2022 to December 31, 2025 and authorize preparation and execution of amended contracts reflecting the changes outlined in the Tentative Agreement between the City and Union, all voting aye.

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

- A. Board of Public Works meeting of March 8, 2022: (Vice Chairperson Hillstrom) (Minutes can be found on the City web site)

1. Council Action Items:

- a. The Board recommends Council award Contract 2-22, Sewer, Water Services, and Street Construction on Dieckhoff Street, and Grove Street to Don Hietpas and Sons, Inc. with the concrete pavement alternate in the amount of \$789,997.50.

MSCRP Hillstrom/Bates to award Contract 2-22, Sewer, Water Services, and Street Construction on Dieckhoff Street, and Grove Street to Don Hietpas and Sons, Inc. with the concrete pavement alternate in the amount of \$789,997.50, all voting aye.

- b. The Board recommends Council award Contract 4-22, Sewer, Water Services and Street Construction on S. Commercial Street to Robert Immel Excavating in the amount of \$446,378.00.

MSCRP Hillstrom/Skryms to award Contract 4-22, Sewer, Water Services and Street Construction on S. Commercial Street to Robert Immel Excavating in the amount of \$446,378.00, all voting aye.

- c. The Board recommends Council award Contract 5-22, Sanitary Sewer and Water Main Construction, CTY Road CB & CTY Road JJ to De Groot, Inc. in the amount of \$305,845.51.

MSCRP Hillstrom/Borchardt award Contract 5-22, Sanitary Sewer and Water Main Construction, CTY Road CB & CTY Road JJ to De Groot, Inc. in the amount of \$305,845.51, all voting aye.

- d. The Board recommends Council approve Final Payment, Contract 1-21, Sanitary Sewer, Water Main and Street Construction, Marathon Avenue, to Don Hietpas & Sons, Inc. in the amount of \$266,825.63.

MSCRP Hillstrom/Bates to approve Final Payment, Contract 1-21, Sanitary Sewer, Water Main and Street Construction, Marathon Avenue, to Don Hietpas & Sons, Inc. in the amount of \$266,825.63, all voting aye.

- e. The Board recommends Council approve Final Payment Contract 3-21, Sanitary Sewer, Water Main and Street Construction, on Isabella Street, Olive Street, Washington Avenue and Winneconne Avenue, to Kruczek Construction, Inc. in the amount of \$281,078.81.

MSCRP Hillstrom/Boyette to approve Final Payment Contract 3-21, Sanitary Sewer, Water Main and Street Construction, on Isabella Street, Olive Street, Washington Avenue and Winneconne Avenue, to Kruczek Construction, Inc. in the amount of \$281,078.81, all voting aye.

- f. The Board recommends Council approve Final Payment, Contract 5-21, HMA Pavement Repairs, MCC., Inc. in the amount of \$93,557.32.

MSCRP Hillstrom/Borchardt to approve Final Payment, Contract 5-21, HMA Pavement Repairs, MCC., Inc. in the amount of \$93,557.32, all voting aye.

VIII. **Presentation of petitions**

- A. Any other petition received by the City Clerk's Office after distribution of the agenda. None.

IX. **New Business**

None.

X. **Closed Session**

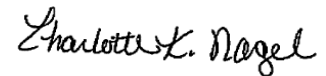
- A. Remain in closed session pursuant to Wis. Stats § 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session to discuss the Bridgewood Redevelopment.
- B. May reconvene into open session pursuant to Wis. Stats. § 19.85(2) to consider or act on closed session recommendation(s).

Motion by Stevenson/Boyette for the Neenah Common Council to convene into closed session on matters listed above. The Neenah Common Council may reconvene into open session pursuant to Wis. Stats. § 19.85(2) to consider or act on closed session recommendation(s). Motion carried unanimously in a roll call vote.

XI. **Adjournment**

Motion by Hillstrom/Stevenson to adjourn, carried unanimously. Meeting adjourned at 8:24pm.

Respectfully submitted,



Charlotte K. Nagel
City Clerk



TEMPORARY EXTENSION OF LICENSED PREMISES APPLICATION

Office of the City Clerk, 211 Walnut Street, Neenah, WI 54956

(920)886-6110

clerk@ci.neenah.wi.us

www.ci.neenah.wi.us

For Office Use Only			Code: LL
Cost: \$10/day up to 3 days	Receipt No:	21067	
Paid: \$10	Date filed: 3/23/22	Deadline:	
Map included: YES	25 days prior to event		

Section 1: License Information

Licensee (Name of Sole Proprietor, All Partners or Agent of Corporation or LLC): <u>Greene's Pour House</u>	Contact Phone #: <u>920-216-3279</u>
Corporation or LLC Name: (if applicable) <u>Richtergreene LLC</u>	Business/Trade Name:
Business Address: <u>134 W. Wisconsin Ave</u>	

Section 2: Event Information

Name of Event:
Greene's Pour House 10 year Anniversary

List Dates & Times (include a.m. or p.m.): *Dates MUST be consecutive. If not, separate applications must be filed. Cannot exceed (3) days.*
May 21st 11:00 AM - 10:00 PM

Section 3: Extension of Premise

Check all areas you wish to extend and indicate the relationship of each area to the licensed premise.
Example: Parking lot at north side of the premise. The area MUST be contiguous to the current licensed premise.

Sidewalk at the Church St of premise Parking lot at the _____ of premise.
 Street of the Church St of premise Parking lot at the _____ of premise.
 Other: _____

Check all that apply for the area(s) on the premise where the event will take place.

I own I will obtain a special event permit (see information sheet for details)
 I lease I have permission from a special event organization

Section 4: Other:

Describe proposed change(s): *Include a map on the reverse side of this application*

Section 5: Acknowledgement and Signature

APPLICANTS FILING AFTER THE DEADLINE:

I am filing this application after the filing deadline established for the date(s) of the event for which the permit is being sought, and therefore:

I affirm my understanding that any decision made by the Council is final and not subject to appeal; and
 I understand that there is a possibility that my permit may not be approved due to the untimely filing of my application.

ALL APPLICANTS:

I understand that the filing of an application does not constitute authorization to hold any event, the event for which the permit is sought cannot be held unless a valid Temporary Extension of Licensed Premise Permit has been issued, and that the permit cannot be issued unless and until the fee has been paid and the application approved.

I understand the permit must be posted in a conspicuous place next to your retail license for the duration of the event.

Robert Keene
Signature of Sole Proprietor, Partner or Agent

DOTY

Wisconsin

Chorch

5
1
A
9
8

Back
Parking
Lot

Greene's
Porchouse



Neenah Special Event Permit Application

Event

Name Greenes Pour House

Webpage greenespourhouse.com

Description

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

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

10 year Anniversary of Greenes Pour House on Church St. from Doty to Wisconsin

Schedule

Date(s)	Setup Time	Start Time	End Time	Cleanup Time
<u>May 21</u>	<u>8:00AM</u>	<u>11:00AM</u>	<u>10:00PM</u>	<u>10-11pm</u>

Attendance

List estimated quantities:

Participants _____

Spectators _____

List any entry fees: _____

Location

- Park/Public Property:
- Public Street/Sidewalk/Trail: Church St. Doty to Wisconsin
- Private Property/Other:

Applicant

Name Bobby Greene Daytime Phone _____

Email greenespourhouse@gmail.com Cell Phone 920 216 3279

Organization

Name Greenes Pour House Tax Exempt No. _____

Email greenespourhouse@gmail.com Phone _____

Address 134 W. Wisconsin Ave

City Neenah WI 54956 State WI Zip Code 54956

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



Neenah Special Event Permit Application

Police Department

Contact: Lieutenant Jon Kuffel

Phone: +1 (920) 886-6018

Address: 2111 Marathon Ave. Neenah, WI 54956

Email: jkuffel@ci.neenah.wi.us

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

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

Name Bobby Greene Phone 920-216-3279

Name Dave Richter Phone 920-475-7430

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

Name Bobby Greene Phone 920-216-3279

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

Name _____ Phone _____

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

The Band/Stage

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

The Band/Stage

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

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

Loudspeaker/PA System On the Stage

Lost Child Recovery Site Greenes Pour House

Severe Weather Shelter(s) Greenes Pour House

First Aid Station(s) Greenes Pour House

Enclosed/Fenced Area(s) Church St. Dory to Wisconsin

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



Neenah Special Event Permit Application

Neenah-Menasha Fire Rescue

Contact: Assistant Chief Vernon Green

Phone: +1 (920) 886-6201

Address: 125 E. Columbian Ave. Neenah, WI 54956

Email: vgreen@nmfire.org

8. Will there be any pyrotechnics or open burning?

Yes No

A [Fireworks/Open Burning Permit](#) is required. Applications should be filed separately with Neenah-Menasha Fire Rescue.

9. Will there be any generators used?

Yes No

10. Will there be any cooking operations?

Yes No

11. Will there be any tents or canopies?

Yes No

12. Will there be any use of drones?

Yes No

Winnebago County Health Department

Contact: Env. Health Specialist Jennifer Bonzelet

Phone: +1 (920) 232-3000

Address: 112 Otter St. Oshkosh, WI 54901

Email: jbonzet@co.winnebago.wi.us

13. Will there be any food or beverages prepared or served?

Yes No

If yes, contact the Winnebago County Health Department.

14. Will there be any portable toilets and/or wash stations?

Yes No

15. Will there be any water activities (ie. dunk tanks, water slides)?

Yes No

16. Will there be any animals?

Yes No

Clerk's Office

Contact: City Clerk Patty Sturn

Phone: +1 (920) 886-6100

Address: 211 Walnut St. Neenah, WI 54956

Email: psturn@ci.neenah.wi.us

17. Will there be amplified music or announcements used for the event?

Yes No

18. Will amplified sound be within 7 am - 10 pm on weekdays & 10 am - 11 pm on weekends/holidays?

Yes No

If not, a special exemption must be requested and approved as part of this application. List the intended hours of amplified sound (per day, if applicable):

Start Time 11:00 AM End Time 10:00 PM

19. Will there be any alcohol served?

Yes No

A [Temporary Class B Picnic License](#) is required. Applications should be filed separately with the Clerk's Office.

20. Will there be any vendors/concessions? If so, please list:

Yes No

Vendors will need to have a [Solicitor Permit](#) filed with the Clerk's Office.



Neenah
WISCONSIN

Special Event Permit Application

Traffic Department

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

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

21. Will the event close any street/sidewalk/trail (or portions thereof) to traffic? Yes No
Any adjacent properties must be notified by the applicant 5 weekdays in advance of the event. A copy of the notification must be submitted and approved by the City Traffic Engineer.

22. Will you be providing volunteers to direct traffic? Yes No
All volunteers must be properly equipped, trained, and supplied with the [Volunteer Flagger Instructions](#). (See attached.)

23. Is any city traffic control equipment or services being requested? If so, check all that apply: Yes No

Barricade/Sign Equipment

Check if you are requesting equipment to be delivered to the event grounds. Equipment will need to be moved to their placement locations during the event.

Barricade/Sign Placement

Check if you are requesting equipment to be placed by the City during the event times.

Flaggers to Direct Traffic

Availability of community service aides (CSAs) and/or police officers are not guaranteed.

Traffic Signal Programming

Check if modifications to the traffic signal timing plans may be needed for the event.

Message Boards

Message boards may be used to give advanced notification of street closures for the event.

24. Will a private contractor be used for barricading/signing equipment or services? If so, please list contractor: Yes No
Any traffic control plan not supplied by the City must be approved by the Traffic Department.

Name _____

Phone _____

25. List any shuttle services (including route locations) being provided for the event:

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

Parking Lot

27. Please identify handicap accessible parking locations and accommodations:

parking lot



Special Event Permit Application

Parks & Recreation Department

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

Public Works Department

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

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

- Public Park/Property: _____
- Public Street/Trail: _____
- Other: _____

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

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

- Public Park/Property: _____
- Public Street/Trail: _____
- Other: Funeral Home

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

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

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

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

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

Our Management Team will Clean everything and Sweep the Street.

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



Neenah Special Event Permit Application

Checklist

Required to process application:

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

Required to approve application:

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

Provisions & Terms

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

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

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

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



Neenah
WISCONSIN

Special Event Permit Application

Legal Notice

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

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

Hold harmless indemnification and defense.

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

Signature Robert Heine Date 3-8-22

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

OFFICE USE ONLY

Cost Estimate	Total Cost	Sponsor Cost
Parks & Recreation	—	—
Public Works/Traffic	\$ 300	\$ 300
Police	\$ 1,000	\$ 1,000
NM Fire	—	—
Total	\$ 1,300.00	\$ 1,300.00

Approvals

Special Events Task Force

Signature Joni Dumm Date 3/23/22

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

Signature _____ Date _____

Contingencies of Permit

Doty

"tent" for
no ground
anchors

STAGE

Back
Parking
lot

Patio

Church
Street
Closed

Porto Potty

Fremont
Horn

Greene's
All
cooking
in
building
as
of
now

Wisconsin Ave



Neenah Special Event Permit Application

Event

Name Dinah Chmielewski - Volante
Webpage Udderly Euro . Com

Description

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

Car show

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

Stationary Car show

Schedule

Date(s)	Setup Time	Start Time	End Time	Cleanup Time
<u>6-18-22</u>	<u>1:30 pm</u>	<u>3:00 pm</u>	<u>7:30 pm</u>	

Attendance

List estimated quantities:

Participants 300

Spectators 200

List any entry fees:

Location

Park/Public Property:

Wisconsin Ave Shattuck Park

Public Street/Sidewalk/Trail:

Private Property/Other:

Applicant

Name Dinah Chmielewski Daytime Phone 502.572.4210
Email theeurodistrict@gmail.com Cell Phone 502.572.4210

Organization

Name ET Apparel Co. Tax Exempt No. _____
Email theeurodistrict@gmail.com Phone _____
Address 11901 Washington Green Rd
City Louisville State KY Zip Code 40229

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



Neenah Special Event Permit Application

Police Department

Contact: Lieutenant Jon Kuffel

Phone: +1 (920) 886-6018

Address: 2111 Marathon Ave. Neenah, WI 54956

Email: jkuffel@ci.neenah.wi.us

1. Will you be using the Emergency Response Protocol supplied by the city? (See supplement) Yes No ?

The protocol is a set of procedures to be used for various crises including inclement weather, medical emergencies, and disorderly conduct scenarios. It establishes responsibilities and expectations between the event organizer and emergency services in the event of a crisis. If you choose not to follow the protocol provided by the city, attach a crisis management plan to this application. All plans must be approved by Neenah Police and Neenah-Menasha Fire Rescue.

2. List at least two Event Coordinator contacts who will be on-site during the event to address issues that might arise.

Event Coordinators are responsible for executing the Emergency Response Protocol.

Name Dinah Chmielewski Phone 502.572.4210

Name Bradley Black Phone 775.530.2483

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

Name _____ Phone _____

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

Name _____ Phone _____

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

Two way Radios / cell phones

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

PA system

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

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

Loudspeaker/PA System Corner of Park / Bergstrom Lot Entrance

Lost Child Recovery Site Same

Severe Weather Shelter(s) Bathrooms / shelter in Park

First Aid Station(s) None

Enclosed/Fenced Area(s) NONE

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



Neenah Special Event Permit Application

Neenah-Menasha Fire Rescue

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

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

Winnebago County Health Department

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

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

Clerk's Office

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

- 17. Will there be amplified music or announcements used for the event? Yes No
- 18. Will amplified sound be within 7 am - 10 pm on weekdays & 10 am - 11 pm on weekends/holidays? Yes No
If not, a special exemption must be requested and approved as part of this application. List the intended hours of amplified sound (per day, if applicable):
Start Time 2:30pm End Time 7:30 PM
- 19. Will there be any alcohol served? Yes No
A Temporary Class B Picnic License is required. Applications should be filed separately with the Clerk's Office.
- 20. Will there be any vendors/concessions? If so, please list: Yes No
Vendors will need to have a Solicitor Permit filed with the Clerk's Office.

*ET Apparel / 1-0ah / VL Performance / Drivers Gallery
NMS / Fitment Industries*



Neenah
WISCONSIN

Special Event Permit Application

Traffic Department

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

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

21. Will the event close any street/sidewalk/trail (or portions thereof) to traffic? Yes No
Any adjacent properties must be notified by the applicant 5 weekdays in advance of the event. A copy of the notification must be submitted and approved by the City Traffic Engineer.

22. Will you be providing volunteers to direct traffic? Yes No
All volunteers must be properly equipped, trained, and supplied with the [Volunteer Flagger Instructions](#). (See attached.)

23. Is any city traffic control equipment or services being requested? If so, check all that apply: Yes No

Barricade/Sign Equipment

Check if you are requesting equipment to be delivered to the event grounds. Equipment will need to be moved to their placement locations during the event.

Barricade/Sign Placement

Check if you are requesting equipment to be placed by the City during the event times.

Flaggers to Direct Traffic

Availability of community service aides (CSAs) and/or police officers are not guaranteed.

Traffic Signal Programming

Check if modifications to the traffic signal timing plans may be needed for the event.

Message Boards

Message boards may be used to give advanced notification of street closures for the event.

24. Will a private contractor be used for barricading/signing equipment or services? If so, please list contractor: Yes No
Any traffic control plan not supplied by the City must be approved by the Traffic Department.

Name _____

Phone _____

25. List any shuttle services (including route locations) being provided for the event:

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

Parking lot at Neenah Paper. worked well last year

27. Please identify handicap accessible parking locations and accommodations:



Neenah
W I S C O N S I N

Special Event Permit Application

Parks & Recreation Department

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

Public Works Department

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

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

Public Park/Property: _____

Public Street/Trail: _____

Other: _____

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

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

Public Park/Property: _____

Public Street/Trail: _____

Other: _____

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

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

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

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

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

Brad Personally, cleans up After. no issues so far.

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



Neenah
WISCONSIN

Special Event Permit Application

Legal Notice

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

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

Hold harmless indemnification and defense.

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

Signature

Donna Anne Vohrt

Date

3.17.22

Completed applications can be mailed to: Neenah City Hall, 211 Walnut Street Neenah, WI 54956 or e-mailed to jheinz@ci.neenah.wi.us. For any questions regarding this application or the permitting process, contact the Joni Heinz at +1 (920) 886-6104.

OFFICE USE ONLY

Cost Estimate

Total Cost

Sponsor Cost

Parks & Recreation

—

Public Works/Traffic

\$ 450

\$ 450

Police

\$ 50

\$ 50

NM Fire

Total \$ 500

\$ 500

Approvals

Special Events Task Force

Signature

Joni Heinz

Date

3-18-22

Class B: Director of Public Works or Designee

Class C: Public Services & Safety Committee / City Council

Signature

Date

Contingencies of Permit

CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Tuesday March 29, 2022, 6:30 PM

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

Excused:

Also Present: Mayor Kaufert, Public Works Director Kaiser, Community Development & Assessment Director Haese, Community Development & Assessment Deputy Director Schmidt, Police Chief Olson, Assistant Police Chief Bernice, Alderperson Skyrms, Fleet Specialist Streubel, Public Works Engineer Kummerow, Community Development & Assessment Office Manager Jefferson, Captain Van Sambeek, Public Works Office Manager Mroczkowski, GIS Coordinator Meverden, Garrett Gronowski, and members of the public.

Approval of Minutes of the meeting for the March 8, 2022 meeting

Motion Second/Carried Hillstrom/Lendrum to approve the minutes of the Meeting of March 8, 2022. All voting aye.

Public Appearances:

None

Motion Second/Carried Stevenson/Lendrum to take up agenda item 4. All voting aye.

Downtown Bus Shelter Discussion

Alderperson Skyrms stated that there is a safety concern with the current location of the bus transfer station. He stated that with the new growth that is taking place downtown, especially on the west end of Wisconsin Avenue, he would like to recommend to the committee to direct staff to look for a new location for the transfer station. Alderperson Skyrms stated that he would like to have an interim location for the transfer station while the study is being done.

Alderperson Bates stated that she recalled that there had been discussion on this topic in the past but stated that it may be too soon to take action because of the changes to the downtown. Alderperson Bates asked Deputy Director Schmidt if he recalled any formal discussions on relocating the transfer station.

Deputy Director Schmidt stated that there have been internal discussions and discussions with business owners and the BID. He stated that when Valley Transit conducted their master route evaluation plan, city staff did make a suggestion of evaluate relocating the transfer station.

Aldersperson Stevenson stated that this is a broader base issue than simply moving the transfer station because of the new developments taking place downtown. He stated that we have a safety study being done. He stated that we also need to include Valley Transit in this discussion.

Motion/Seconded/Carried Stevenson/Lang to direct staff to look into a new location for the bus transfer station using information currently available, engage in discussion with business owners regarding the new development downtown, and engage Valley Transit for their input regarding route management and present staff's recommendation to this committee. All voting aye.

Bird Rides Scooter Pilot Program

Garrett Gronowski, Bird Rides Scooter Company, gave an overview of the history of the Bird Rides Scooter Company and reviewed the details of how the Bird Rides Scooter would work in the City of Neenah. He stated the purpose of the Bird Rides Scooter is to provide an alternative mode for public transportation. He stated that the cost of using a scooter is a \$1 start fee and then \$.30 cents per minute, with the average ride costing \$5.50. He stated that the scooters are tracked with GPS and will not be able to go past the set Geo-Zone areas that are sets up by the city. Mr. Gronowski stated that the City of Neenah will have a Bird account manager and fleet manager. He stated the account manager will be the liaison between Bird Rides and the City of Neenah to resolve issues and assure that the program is running smoothly. He stated that the fleet manager will be a local hire and be in charge of general maintenance of the scooters and daily the distribution of the scooters.

Office Manager Jefferson stated that the City of Neenah's pilot program would start with 50 to 75 scooters placed at various locations throughout the city referred to as nesting areas. She stated that preferred parking areas would also be created where the driver would be given a discount on their charges. She stated there would be geo-fence zones such as round-a-bouts, bridges, overpasses, trestle bridges, and the sidewalks in the 100 to 200 blocks of W. Wisconsin Avenue where the scooters would not be allowed to travel.

Aldersperson Stevenson asked for clarification regarding the geo-fence areas and if the scooters could still be left in those areas. Office Manager Jefferson stated yes, but the rider would continue to be charged.

Officer Manager Jefferson stated that the city will be adding an additional \$.10 cents per ride which will be paid to the city to offset administrative costs. Office Manager Jefferson stated that ordinance Chapter 16-160, Article IV, will need to be amended to allow the use of electric scooters in the city right-of-way and on trails where they are currently prohibited.

Aldersperson Bates asked if Bird Rides will be providing any bike racks. Mr. Gonowski stated that Bird Rides do not supply any infrastructure. He stated that typically there are signs that are placed around the city designating the location of the E-Scooters.

Aldersperson Lendrum stated that she is concerned with kids under the age of 18 using the scooters. She asked how Bird Rides deals with the use of the scooters by underage kids. Mr. Gonowski stated the app has an option called Community Mode, where someone can provide information to Bird Rides and report an unsafe rider. He stated that all the scooters have GPS so if you provided a location they could identify the scooter and know who has rented it. Mr. Gonowski stated they would then reach out the rider and discuss the complaint that had been made.

Aldersperson Stevenson asked how we can prevent having a large number of scooters left in one location. Mr. Gonowski stated that is done through strategic planning, identifying the hot spots and preferred parking. Aldersperson Stevenson requested staff provide a list of the proposed nesting areas and preferred parking areas to the council.

The Committee had a lengthy discussion on preferred parking, the use of the scooters on sidewalks and multi-modal trails, geo-fencing, and the fleet manager role.

Mayor Kaufert asked about the use of the scooters on the Loop the Lake trail and if the city will need permission from Fox Crossing and the City of Menasha since that trail crosses borders.

Office Manager Jefferson stated that the City of Menasha is taking the same type pilot program to their council on April 4th. She stated that Fox Crossing is on board with the scooters as well, but are about a month out from getting their trial approved.

Aldersperson Lang asked if these scooters are ever used for anything other than recreational use. Office Manager Jefferson stated that she is aware of a few people using them to go work. She stated one of the proposed nesting areas is the Bridgewood Hotel. She stated that people staying at the hotel might use them to patron the downtown or explore the area.

The Committee had a lengthy discussion on safety issues, the speed of the scooter, and downtown events that could impact the use of the scooter and the possible clutter of the scooters around the city.

Office Manager Jefferson note that Bird was arranging to have a scoter available for Council members to see prior to the next Council meeting.

Following discussion, **Motion/Seconded/Carried Lendrum/Stevenson to recommend Council approve the Memorandum of Understanding between the City of Neenah and Bird Rides, Inc., which establishes an electric scooter pilot program to expire on December 31, 2022 and to approve Ordinance #2022-08 which will allow for modifications of Article IV and Section 11-2 in regards to the operation and regulation of electric scooters.** All voting aye.

Community Development GIS Update

Deputy Director Schmidt presented an update on the GIS Coordinator position and departments GIS goals. He stated that since the transition, staff has improved GIS integration for all City Hall departments, increased public access to data, and continues to document processes specific to the GIS Coordinator position. He stated that GIS Coordinator Merverden has been focused on updating the public access availability of our maps. Deputy Director Schmidt stated that staff has also developed a number of internal applications that will help departments answer resident's questions. He stated that there is a new public parcel viewer map which shows information of all the utilities in the city. He stated there is also a new internal parcel map that shows all the deferred special assessments owed to the city. Deputy Director Schmidt stated that looking to the future, the department is developing a map that will identify all of the easements in the city and a map application that will allow residents to click on their house and to schedule a large item pick up. He encouraged the committee to visit the City's GIS website.

Aldersperson Stevenson asked how many are involved with data entry to maintain the integrity of our system. Deputy Director Schmidt stated that we have the GIS Coordinator that oversees the entire process, two or three super users and then approximately 10 to 15 that use the system for specific purposes like creating maps.

Aldersperson Stevenson asked if there is a protocol in place to assure that data is being maintained and updated. Deputy Director Schmidt stated that is part of the process documentation that will be in place as staff comes and goes.

Aldersperson Lendrum thanked the staff for their effort. She stated that she is excited to see this progress and feels we are heading in a good direction for our residents to be able to find information that they need.

Memorandum of Understanding (MOU) for Galloway Co.-Harrison Street Pond

Public Works Engineer Kummerow stated that the MOU for Galloway Co., came about after the DNR issued orders to Galloway Co., to cool the water that they were discharging into the Neenah Creek through the City's storm water system. He stated

that as the pond project was being developed, Galloway Co., approached the city about the possibility of using the pond to cool their water. The city proposed that if Galloway Co., would buy the remaining house on the proposed pond site, the city would allow Galloway Co., to use the pond as a cooling site for their water. Public Works Engineer Kummerow stated that Galloway Co., hired McMahon & Associates to conduct a study to see if the pond would cool the water sufficiently. He stated that the result of the study showed that it would.

Aldersperson Bates asked what guarantee do we have that the water going into the pond is clean water. Public Works Engineer Kummerow stated that the water will go through a cooling tower so there is not a high likelihood of it becoming contaminated.

Aldersperson Lendrum asked if this water will prevent any fish stocking of the pond. Public Works Engineer Kummerow stated that he does not think it will be an issue. He stated that he did visit the site where the water is currently being discharge and he could see fish swimming in the area.

Report

Motion/Seconded/Carried Hillstrom/Stevenson to recommend Council approve the entering into a Memorandum of Understanding with Galloway Co., on the Harrison Street Pond. All voting aye

Amendment to City Ordinance Chapter 16-Traffic and Vehicles

Assistant Chief Bernice stated that the City of Neenah Police Department is seeking permission to adopt Wisconsin State Administrative Code Trans 305 by adding it to the city ordinance, Chapter 16, Traffic and Vehicles. He stated that Trans 305 describes minimum requirements for vehicles and the standards for equipment used on vehicles. Assistant Chief Bernice stated this chapter also contains language regarding requirements for equipment for manufactured, home-made, street modified, replica, and reconstructed vehicles.

Assistant Chief Bernice stated that there have been some social media posts asking why the City of Neenah is seeking to adopt Trans 305. He stated that City of Neenah along with the Outagamie County Sheriff's Department are the only two remaining law enforcement agencies in the Fox Valley area that have not adopted Trans 305.

Assistant Chief Bernice stated that the police department is looking to define the use of light bars that are being used on vehicles. The auxiliary, secondary and headlight section of Trans 305 specifically defines the use of these types of lights which will aid in the enforcement of them being used in an illegal manner.

Assistant Chief Bernice stated that in Wisconsin State Statute 347, the recommendation is that a vehicle have one working tail or brake lights and stop lights. Trans 305 recommendation is two working tail or brake lights and stop lights. This enhancement is

being proposed for safety reasons. He stated in Wisconsin State Statute 347 the recommendation is that a vehicle have one side mirror or review mirror or secondary mirror. He stated in Trans 305 vehicles are required to have two working mirrors for visibility purposes. This enhancement is being proposed for safety reasons.

Assistant Chief Bernice stated the new enhancements they are seeking under Trans 305 is the ability to stop vehicles with cracked windshields, fogged or frosted windshields, very dirty windshields and tinted windows that do not allowing the correct percentage of light to come through the window per Trans 305.

Assistant Chief Bernice stated that he requests that the City Attorney to amend Chapter 16 of the City of Neenah Ordinances by adding Wisconsin Administrative Code Chapter Trans 305 and then seek Common Council Approval.

Aldersperson Lendrum asked if Trans 305 will be used in a discretionary manner and also be used based on complaints. Assistant Chief Bernice stated that is correct. He stated that when officers conduct traffic stops, it is the discretion of the officer to give a verbal warning, written warning or citation. He stated that the Neenah Police Department believes in educating the public.

Aldersperson Stevenson stated that he is struggling to understand the controversy with the City of Neenah adopting Trans 305 when a State Trooper or Winnebago County Sheriff's Deputy would have the authority to stop a vehicle in the City of Neenah that has one of these violations.

Aldersperson Bates asked for a list of violations that the City of Neenah Police Department could not enforce because we did not have the authority.

Report

Following discussion, **Motion/Seconded/Carried Stevenson/Hillstrom to recommend Council authorize the City Attorney to amend Chapter 16 of the City of Neenah Ordinances by adding Wisconsin Administrative Code Chapter Trans 305.** All voting aye.

Police Department Request to Purchase Portable Radar Display and Data Loggers

Mayor Kaufert asked how the police department will utilize the data that is collected. Chief Olson stated that we are becoming more data driven. He stated we get complaints from residents about speeding in their neighborhood frequently. He stated that these portable radar displays will be able to be placed quickly, and will provide data to support or refute the complaints. He stated that will enable officers to enforce those areas more.

Motion/Second/Carried Stevenson/Lang to recommend the Council approve the purchase of 2 (12 inch) speed display signs, 2 speed trailers with 15-inch display, and 2 speed tracker data recorders from TrafficLogix in an amount not exceed \$25,000.00 to be funded by Capital Equipment account 011-2132-743-8183. All voting aye.

Ordinance Change Request with Street Assessment on new Subdivision Streets

Director Kaiser reviewed his memo of March 14, 2022. He stated that staff has been evaluating the special assessment process for new subdivision street projects. He stated that the current process divides the total cost of the project among the lot owners based off assessable front footage. He stated that this method causes hardship on corner lot owners who may end up be assessed for front and side street footage. He stated that the proposed new method would be based on the Unit Method. Director Kaiser stated that this method divides the total project cost by the number of parcels in the development. In comparing two recent subdivision street projects, Castle Oak in 2016 there was an average decrease in special assessments of \$1,138.36 and in 2018, the Eaglecrest project showed an average decrease of special assessments of \$3,756.45.

Director Kaiser stated that he brought this before the committee to see if there is any interest in modifying our special assessment ordinance to give staff the option of using the Unit Method for assessing special assessments.

Aldersperson Bates stated that new subdivisions vary in lot size from one to another. She asked how the unit method would account for this. Director Kaiser stated that we could break it out based of the platted phase.

The Committee's consensus was to direct staff to prepare the ordinance to allow the Unit Method of assessing special assessments.

Ordinance Change Request for Storm Water Charges for Condominiums

Director Kaiser reviewed his memo of March 14, 2022. He stated that we have had several inquiries recently about the ERU determination for condominium and twindominium parcels. He stated that currently, each side of a twindominium is charged one ERU, standard duplexes are charged one ERU for the entire parcel, and condominiums are charged one ERU. Director Kaiser stated that when staff looked at the condominiums, there is a fair number of them that he would consider multi-family complexes which computers to a significant stormwater charge for these developments. He stated that he is proposing to charge one ERU for single family detached, .5 ERU's for twindominiums, and condominiums would be charged based on the closet type of

equivalent land use. He stated that means the impervious area would be divided up equally among the units within that development.

Director Kaiser stated that with these changes, there will be an estimated stormwater revenue reduction of \$13,000.

Aldersperson Stevenson noted that the \$13,000 in loss revenue could be offset by a rate change.

Director Kaiser stated that at some point we will be looking at rate adjustment. He stated until then, this is a straight revenue loss.

Director Kaiser stated that he brought this before the committee to see if there is any interest in pursuing an amendment to the ordinance pertaining to the ERU billing charges.

The Committee's consensus was to direct staff to proceed with preparing the ordinance revision.

Request to Purchase Additional Refuse and Recycling Carts

Director Kaiser reviewed his memo of March 21, 2022. He stated that we are currently out of 95 gallon recycling carts and are running very low on the 95 gallon refuse carts. He stated that we have a very large number of 35 gallon carts of both types and 65 gallon carts have reached a static level. Director Kaiser stated that we received a quote from Rehrig who supplied the original order. He stated the cost for 112 of each type of the 95 gallon carts is \$16,560.00. He stated that he is requesting a budget amendment to purchase the carts.

Aldersperson Stevenson asked if these are new residents requesting the 95 gallon carts or are people trading up from 35's and 65 gallon carts. Director Kaiser stated the majority are new resident requests for the 95 gallon size for both refuse and recycling. He stated that we also have quite a few residents that have extra 95 gallon refuse and recycling carts.

Aldersperson Stevenson asked that Director Kaiser work with Director Easker to see if there are funds within the existing budget to purchase the carts. Director Kaiser stated that he will contact Director Easker.

Report

Motion/Second/Carried Lendrum/Lang to recommend the Council approve an amendment to the capital equipment budget to purchase 112 of the 95 gallon recycling carts and 112 of the 95 garbage carts from Rehrig Pacific in the amount of \$16,560.00 using capital equipment reserve funds. All voting aye

Licenses

Temporary Extension of Licenses Premises Application

Mayor Kaufert stated that there is one unanswered question from the Fire Department but it should not hold up the approval of this application. He asked if there were going to be additional porta potties outside. Traffic Engineer Merten stated that they are going to provide porta potties outside.

C.A. Following discussion, **Motion/Second/Carried Lang/Stevenson to recommend the Council approve the Temporary Extension of Licenses Premise Application to Greene's Pour House, 134 W Wisconsin Avenue, for the 10-Year Anniversary Celebration, to be held on May 21, 2022.** All voting aye

Special Events

Greene's Pour House 10-Year Anniversary

C.A. Following discussion, **Motion/Second/Carried Stevenson/Lang to recommend the Council approve the Street Use Permit for Greene's Pour House, 134 W Wisconsin Avenue, for the 10-Year Anniversary Celebration, to be held on May 21, 2022.** All voting aye

Udderly Euro Car Show

C.A. Following discussion, **Motion/Second/Carried Hillstrom/Lang to recommend the Council approve the Street Use Permit for Udderly Euro Stationary Car Show, sponsored by T. Apparel Co., to be held on June 18, 2022 from 3:00 PM to 7:30 PM.** All voting aye

Public Works General Construction and Department Activity

- 1) Contract 3-20 (Street - Van, Monroe, Gillingham)
 - a) Gillingham, Van, Monroe, Cavalry: Work is complete.

- b) Shootingstar: The Shootingstar extension has been graded and graveled. Grading on Armstrong Street and paving on both will be done in spring. Director Kaiser stated that city crews filled in some significant pot holes with gravel.
- 2) Contract 2-21 (Fairview, Laudan): Work is complete. The final estimate is with the contractor.
 - 3) Contract 4-21 (Epoxy Pavement Marking): About 75% of the work under this contract has been completed. The remaining work will be carried over to next year.
 - 4) Contract 6-21 (Misc. Concrete Pavement, Sidewalk Repairs): Work under this contract was not completed. The remaining work is primarily sidewalk repair within the target area. That will be carried over to next year.
 - 5) Contract 7-21 (Harrison Pond): Pond excavation is complete. Work on the west retaining wall is ongoing. Ground conditions have required additional excavation.
 - 6) Contract 8-21 (Jewelers Park Drive Trail): Boardwalk deck panels have been installed. Both abutments for the north crossing have been poured.
 - 7) Contract 1-22 (Utility Construction in Fredrick Drive area): Work is taking place on Fredrick, Apple Blossom and Primrose. A couple of breaks in the old water main have occurred adjacent to the new main installation.
 - 8) Contract 2-22 (Utility and Street Construction on Grove and Dieckhoff): This contract was awarded to Don Hietpas and Sons, Inc. A pre-construction meeting is scheduled for March 31.
 - 9) Contract 3-22 (Street Construction in Fredrick Drive area): Bids were reviewed by the Board of Public Works on March 29. Director Kaiser stated that prices came in favorably.
 - 10) Contract 4-22 (S. Commercial Utility Construction): This contract was awarded to Robert Immel Excavating. Work is tentatively set to start the week of April 11.
 - 11) Contract 5-22 (CTH JJ/CTH CB Utility Construction): This contract was awarded to DeGroot, Inc. A preconstruction meeting was held on March 29 with work tentatively set to start the week of April 6.
- Director Kaiser stated that post cards went out in the mail today notifying the residents of the blasting.
- 12) Freedom Acres: A pre-construction meeting was held to prepare for the utility installation on the next phase in the Freedom Acres development.
 - 13) TDS: Staff has met with the City's inspection consultant and TDS contractors in preparation for their work in 2022. We have established expectations for restoration on work areas done in 2021 before additional areas can be started.

14) Drainage issues: As usual for this time of year, we've been contacted about a number of yard drainage concerns and are following up with property owners to evaluate possible solutions.

Mayor Kaufert stated that there were several terraces from the Marathon Street project last year that needed to be redone. He stated he met with Public Works Engineer Eckhart and the contractor will be coming back in late April or May to repair them.

Mayor Kaufert recognized Tyler Berhman for his contribution of the two flag boxes that hang on the wall in the Council Chambers.

Announcements/Future Agenda Items

Adjournment: **Motion/Second/Carried Stevenson/Lang to adjourn at 9:00 PM.** All voting aye.

Respectfully submitted,



Lisa Mroczkowski
Public Works Officer Manager

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: _____

Printed Name: _____

Date: _____

By: _____

Printed Name: _____

Date: _____

CITY OF NEENAH

By: _____

Dean Kaufert, Mayor

Date: _____

By: _____

Char Nagel, City Clerk

Date: _____

Approved as to form:

By: _____

Adam Westbrook, City Attorney

Date: _____

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 REQUIRMENTS

- 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.



AN ORDINANCE: By the Public Services and Safety Committee
Re: Amending Article IV. And Sec. 11-2 To Allow For Electric Scooters

ORDINANCE NO. 2022-08

Introduced: _____
Committee/Commission Action: _____

AN ORDINANCE

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

Section 1. Chapter 16 Article IV of the Code of Ordinances of the City of Neenah is amended by deleting the stricken language and adding the highlighted language to read as follows:

Sec. 16-160. - Operation of bicycles and electric scooters.

(a) Riding on sidewalks. No person shall ride a bicycle, electric scooter, or a skateboard on any sidewalk in the business district of the City. The business district shall include the 100 and 200 blocks of East and West Wisconsin Avenue along with any future area in the downtown designated as such by the police department.

(b) Careless operation. No person shall operate a bicycle or electric scooter upon a street, sidewalk or alley in the City carelessly or heedlessly in disregard of, or in danger to, the rights or safety of others' property or person. No person shall operate a bicycle or electric scooter upon the streets of the City without having manual control of the handlebars or operate a bicycle in any manner, which necessitates the element of unusual or extraordinary skill or involves unnecessary risk.

(c) Attaching wagon, sidecar, etc. No person shall attach in any manner any wagon, sidecar, kiddy car, tricycle or similar riding device to any bicycle or electric scooter unless designed by the manufacturer to be pulled by a bicycle, while the same is being operated upon the streets of the City.

(d) Riding bicycles, electric scooters, in-line skates, etc. No person shall bicycle, in-line skate, skateboard, or use any electric scooter, or play vehicle as defined at Wis. Stats. § 340.01(43m) on any parking ramp in the City of Neenah.

(e) No person shall operate a bicycle or electric scooter at speeds greater than is reasonable and prudent under the conditions and circumstances and having regard for the actual and potential hazards then existing.

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Sec. 16-161. - Traffic ordinances apply to bicycle and electric scooter operators.

Every person operating a bicycle or electric scooter upon a roadway shall have all the rights and shall be subject to all the duties applicable to the driver of a motor vehicle by State laws declaring rules of the road applicable to vehicles or by the traffic ordinances of the City applicable to the driver of a vehicle, except as to special regulations and those provisions of laws and ordinances which by their nature can have no applications.

Sec. 16-162. - Reserved.

Section 2. Section 11-2 of the Code of Ordinances of the City of Neenah is amended by adding the highlighted language to read as follows:

Sec. 11-2. – Use of recreational vehicles.

(c) *Definition.* The term “motor driven recreational vehicle” means a vehicle, other than an electric scooter, propelled by power, other than human power, designed to travel along the ground by use of wheels, treads, runners or slides, which shall include, without limitation, automobiles, trucks, trailers, motorcycles, trail bikes, mini-bikes, all-terrain vehicles, go-carts, tractors, buggies and wagons.

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

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

Adopted: _____

Published: _____

Approved:

, Mayor

Attest:

Charlotte Nagel, City Clerk

Memorandum of Understanding

Between

City of Neenah

and

Galloway Company

This Memorandum of Understanding (MOU) entered into on the ___ day of _____, 2022 by and between the City of Neenah, a Wisconsin municipal corporation with offices at 211 Walnut Street, Neenah, WI 54956 (the “City”), and Galloway Company, a Wisconsin corporation with offices at 601 S Commercial Street, Neenah, WI 54956.

WITNESSETH

WHEREAS, Galloway Company operates a facility at 601 S Commercial Street in the City of Neenah; and,

WHEREAS, as part of their day to day operations Galloway Company sends water from their facility to the Neenah Slough; and,

WHEREAS, the water that comes from Galloway Company has been determined to be too warm to be placed directly into the Neenah Slough, thus requiring additional action prior to discharge into the slough; and,

WHEREAS, the City of Neenah intends to build a retention pond at 716 Harrison Street, Neenah, which will provide the necessary cooling of Galloway’s water;

WHEREAS, the Galloway Company, recognizing the value of the proposed retention pond, has offered to assist the City with construction of the pond, specifically those costs associated with property assembly and environmental remediation and mitigation;

NOW THEREFORE, in consideration of the above recitals, which are contractual, and the mutual promises contained herein, the parties agree to the following terms and conditions.

1. The City agrees to allow Galloway Company the ability to discharge water from their facility at 601 S Commercial Street into the City’s retention pond to be located at 716 Harrison Street for the purposes of cooling the water to an allowable temperature.
2. Galloway Company agrees to reimburse the City a maximum of One Hundred Forty-Seven Thousand dollars (\$147,000.00) to offset costs associated with property assemblage and environmental mitigation and remediation.

3. Galloway and the City agree that once Galloway delivers clean water to the City pond, the City will take ownership of the water and Galloway will have no further responsibilities relative to the cleanliness of the accepted water. **The City makes no guarantees as to the ability of the pond to meet the Wisconsin Department of Natural Resources thermal limits required for Galloway Company water and is not responsible for addressing issues related to the temperature of that water.**
4. This MOU may be modified in writing only by mutual consent of authorized officials from the City and Galloway Company.
5. This MOU shall become effective upon signature by the authorized officials from the City and Galloway Company and will remain in effect into perpetuity until modified or terminated by the parties by mutual consent.

IN WITNESS WHEREOF, the parties hereto accept the terms of this Agreement as of the _____ day of _____, 2022.

CITY OF NEENAH

GALLOWAY COMPANY

By: _____
Mayor

Attest: _____
City Clerk

By: _____
Title: _____



CITY OF NEENAH POLICE DEPARTMENT

2111 Marathon Avenue
Neenah, Wisconsin 54956



Memo

To: Marge Bates, Public Services and Safety Committee Chair
Mayor Dean Kaufert

From: Assistant Chief Jeffrey Bernice

Date: March 15, 2022

Re: **Amendment to City Ordinance Chapter 16 - Traffic and Vehicles**

The Neenah Police Department is seeking permission to adopt Wisconsin State Administrative Code Chapter Trans 305 - Standards For Vehicle Equipment into the City of Neenah Ordinance's Chapter 16 - Traffic and Vehicles.

Currently, officers are able to enforce Wisconsin State Statute's Chapters 340 to 348, which covers traffic related laws. However, officers are unable to enforce certain equipment violations or lack of required standards on vehicles. Administrative Code Chapter Trans 305 prescribes minimum equipment requirements for vehicles and the standards for the equipment used on vehicles. Also this chapter includes equipment requirements for manufactured, homemade, street modified, replica and reconstructed vehicles and motor vehicles including automobiles, light trucks, heavy trucks, motorcycles, motor homes, trailers and semi-trailers.

With this adoption into our ordinances, officers can enforce, when needed, various safety components needed to drive a vehicle in a safe manner upon the streets of our community.

Recommendation: Authorize the City Attorney to amended Chapter 16 of the City of Neenah Ordinances by adding Wisconsin Administrative Code Chapter Trans 305 and then seek Common Council approval.



CITY OF NEENAH POLICE DEPARTMENT

2111 Marathon Avenue
Neenah, Wisconsin 54956



Memo

To: Marge Bates, Public Services and Safety Committee Chair
Mayor Dean Kaufert

From: Fleet Maintenance Specialist Adam Streubel

Date: 3/18/2022

Re: **Request to Purchase Portable Radar Displays and Data Loggers**

The Neenah Police Department is seeking approval to purchase portable speed signs and data loggers to improve safety on our city streets by alerting drivers of their speed and also collecting data to show traffic trends.

We considered Speed Display Units from the top six manufacturers:

- All Traffic Solutions
- TrafficLogix
- MPH Industries
- RadarSign
- Stalker Radar
- Traffic Calmer

We had the opportunity to see most of them in person at the recent Wisconsin Chiefs of Police Association conference. Some of the criteria we used for judging the displays were the following:

- Size
- Weight
- Portability
- Data Recording
- Solar capability
- Trailer availability
- Cost

Since we would need to buy several units, we wanted to find one company that could meet all of our requirements. Consistency across the units was particularly important for data collection and reporting.

TrafficLogix stood out above the other companies based on its range of products, features, and cost. Furthermore, since the City of Neenah is a member of Sourcewell, a government purchasing cooperative, we would receive discounted pricing and free shipping on all TrafficLogix products. Just the fee shipping alone saves us over \$2,000.00.

The 12-inch speed display signs are very portable and set up in minutes. Since they are independent from the trailer model, they can be set up without impeding traffic in areas with biking lanes, four-lane streets, and where parking is not permitted.

The speed display trailers come with a 15-inch sign and also set up in minutes. Because they are completely self-contained, they can be used in a variety of locations where a sign post or pole may not be available. The larger sign size would also be useful for drawing more attention to the speed, when necessary.

In addition to speed display units, TrafficLogix also offers a speed data recorder in a discreet box that mounts virtually anywhere. These units would give us the opportunity to record real speed data without the influence of a speed display.

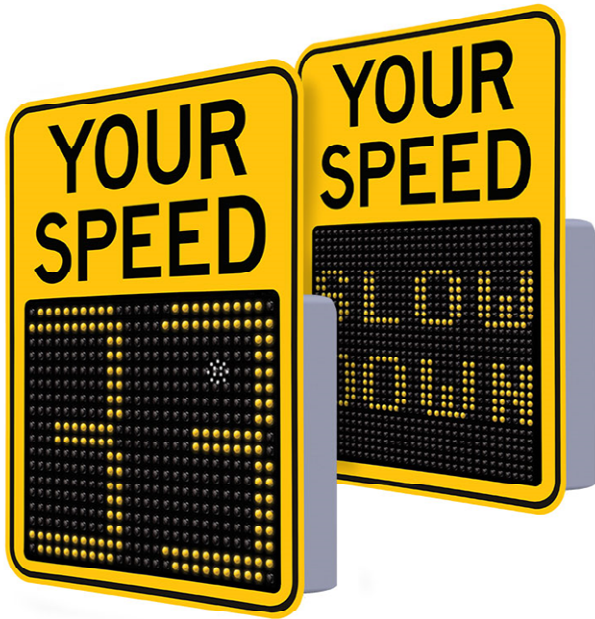
We are requesting the approval to purchase six units:

2	Speed Display Signs (12-inch) Portable; mounts to any sign pole Solar power for unlimited run time Data recording	\$3,114.00 ea	\$6,228.00 total
2	Speed Display Trailers with 15-inch Speed Display Compact design Solar power for unlimited run time Data recording	\$7,395.00 ea	\$14,790.00 total
2	Speed Tracker Discreet Data Recorders Portable; mounts to any sign pole	\$1,579.00 ea	\$3,158.00 total
		<u>Total for All</u>	<u>\$24,176.00</u>

Recommendation:

Authorize the Neenah Police Department to purchase 2 speed display signs (12-inch), 2 speed trailers with 15-inch display, and 2 speed tracker data recorders, not to exceed \$25,000.00 from budgeted capital projects account 011-2132-743-8133.

12" Speed Display Sign



Trailer with 15" Speed Display



Speed Tracker Data Recorder





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

M E M O R A N D U M

DATE: March 21, 2022
TO: Mayor Kaufert and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: Refuse/Recycling Carts

Staff has updated the Committee a couple of times in the past year about our inventory of refuse and recycling carts. At the time of budgeting last year, our expectation was that the number of swaps and additional cart sales would slow so that the inventory in place would cover us for 2022. That expectation could not have been more incorrect. We currently cannot satisfy requests for 95 gallon recycling carts and in short order, we will not be able to satisfy requests for 95 gallon garbage carts. Below is our recent inventory history.

	Size	6/25/2021	2/11/2022	3/21/2022
Garbage	65	31	18	29
Recycling	65	22	22	23
Garbage	95	77	29	13
Recycling	95	59	10	0

Staff requested an updated quote from Rehrig Pacific Company for 112 of each of the 4 cart types. The total for 112 of each type of 95 gallon cart is \$16,560. The total for 112 of each type of 65 gallon cart is \$15,765. Given the stability in the inventory of 65 gallon carts, the 95 gallon cart inventory is more pressing.

Staff requests an amendment to the capital equipment budget to purchase 112 of the 95 gallon recycling carts and 112 of the 95 gallon garbage carts from Rehrig Pacific in the amount of \$16,560 using capital equipment reserve funds.

**CITY OF NEENAH
FINANCE AND PERSONNEL COMMITTEE MEETING
Monday, March 28, 2022 – 6:30 p.m.
Council Chambers, Neenah City Administration Building
211 Walnut Street, Neenah, Wisconsin**

MINUTES

Present: Chairman Erickson; Aldermen Stevenson (6:45 p.m.), Skyrms, Boyette and Borchardt; Mayor Kaufert; Director of Finance Easker.

Others Present: Alderman Lang, Aldermanic Candidate Steiner, Chief of Police Olson, Director of Information Systems Wenninger, Director of Community Development and Assessment Haese, Assistant Planner Kasimor.

Absent/Excused: City Attorney Westbrook.

Public Appearances: None.

Minutes: Motion/Second/Carried Skyrms/Borchardt to approve the minutes from the March 7, 2022 Regular Meeting. All voting aye.

Resolution 2022-07: Approval of 2022 Community Development Block Grant

(CDBG) Plan: Committee reviewed memo from Assistant Planner Kasimor requesting approval of Resolution 2022-07 for the 2022 Community Development Block Grant and authorization to enter into agreements for the activities, subject to approval by the U.S. Department of Housing and Urban Development. The 2022 grant funding totals \$230,538, while the proposed program allocates \$230,000 from 2022 funds and \$5,000 from 2021 funds.

Committee and staff discussed various aspects of the proposed program and related resolution. Issues discussed included the type of services provided by recipients who receive small dollar amounts, the proposed use of funds within the South Commercial Street corridor and the use of funds for fair housing as compared to other communities within our geographic region.

Motion/Second/Carried Borchardt/Skyrms recommending Council's approval of Resolution 2022-07 for the 2022 Community Development Block Grant and authorization to enter into agreements for the activities, subject to approval by the U.S. Department of Housing and Urban Development. All voting aye.

Cyber Security Assessment and Resolutions: Committee reviewed memo from Director Wenninger requesting approval to enter into an agreement with Ontech Systems, Inc. to perform a security assessment of the City's computing environment for a cost not to exceed \$3,700 with funding that was approved in Information Systems 2022 Capital budget. He indicated that Ontech was selected because of their preferred business partner standing with the City's liability insurance carrier CVMIC. Under the relationship, CVMIC will pay 50% of the cost of the service, or a \$3,700 match. Director

RESOLUTION

Wenninger said that the assessment is the initial step in the Cyber Security initiative funded in the 2022 I/S Capital budget at \$25,000, with the remaining \$21,300 to be expended on the resolution of discoveries and a previous CVMIC recommendation.

Committee and staff discussed various aspects of the proposed agreement. Issues discussed included details on how this initiative coordinates with CVMIC's insurance risk mitigation goals and the City's high priority of the issue. Also discussed was the committee's desire for periodic updates on the City's cyber assessment process.

Motion/Second/Carried Stevenson/Boyette approval to enter into an agreement with Ontech Systems, Inc. to perform a security assessment of the City's computing environment for a cost not to exceed \$3,700 with funding that was approved in Information Systems 2022 Capital budget. All voting aye.

Tax Increment District (TID) No. 7 Development Agreement - Shopko: Committee reviewed memo from Director Haese recommending Council approve the Tax Incremental District #7 Development Agreement between the City and Spring Creek Center II, LLC for the redevelopment of the former Shopko property at 699 S. Green Bay Road. Under the proposed agreement, the developer will rehab the building for future tenants and develop one outlot that will increase the taxable value by as much as \$5.5 million over a maximum three-year period. In return, the City would provide an annual assistance payment equivalent to 80% of the added tax revenue beginning in 2024 and ending in either 2035 or once \$950,000 is paid, whichever comes first.

Committee and staff discussed various aspects of the proposed agreement. Issues discussed included the no guaranteed value language in the Developer Financed TIF clause, the developer's current negotiations with potential tenants, the proposed configuration of the parking lot and how the concern of potentially undesirable tenants on that very visible corner is mitigated by the developer's historic ties to the community.

Motion/Second/Carried Skeyms/Stevenson recommending Council approve the Tax Incremental District #7 Development Agreement between the City and Spring Creek Center II, LLC for the redevelopment of the former Shopko property at 699 S. Green Bay Road. All voting aye.

2021 Operating Budget Carry Forwards to 2022: Committee reviewed memo from Director Easker recommending Council approve the 2021 Operating Budget Carry Forwards to 2022 as follows: Community Development Misc. Expenditures \$300; Community Development All Other Supplies \$850; Public Works Epoxy Pavement Markings Contract \$17,590; Public Works Garage Computer Upgrades \$4,100; Public Works Traffic Signal Supplies \$12,000; Public Works Traffic Sign & Barricade Supplies \$3,000; Police Overtime \$50,000; Police Targets & Ammunition \$2,000; Police Maintenance of Building \$17,590. Total Operating Carryforwards - \$107,430. Committee and staff discussed various aspects of the proposed carry forwards.

Motion/Second/Carried Stevenson/Boyette recommending Council approve the 2021 Operating Budget Carry Forwards to 2022 as submitted. All voting aye.

Erasing Past Due Debt: Committee reviewed memo from City Attorney Westbrook recommending Council approve erasing the total amount set forth in the attached spreadsheet from past due accounts that are uncollectable. The list includes the write off of seven invoices dated from September 2013 to March 2016 totaling \$3,981.81. The list provided to the committee included only the date and amount of the invoice. After review, the consensus of the committee was to request that Attorney Westbrook update the list to include both party to whom the invoice was issued as well as the reason for the invoice and to postpone consideration of the item to a future meeting.

Fiscal Matters: February Vouchers: **Motion/Second/Carried Stevenson to approve the February vouchers as presented.** All voting aye.

Motion/Second/Carried Boyette/Borchardt to adjourn the meeting at 7:50 p.m. All voting aye.

Respectfully submitted,

/s/

Michael K. Easker, CPA
Director of Finance

Past Due Accouts to be Erased.

Invoice Number	Date of Incident	Amount Unpaid
34331	09/30/13	100.00
34928	12/12/14	278.38
34468	12/31/13	86.01
34961	12/31/14	558.00
35275	08/20/15	671.76
35558	03/31/16	377.91
35357	10/29/15	1,909.75
Total Debt		\$ 3,981.81



**RESOLUTION NO. 2022 - 07
RESOLUTION OF THE CITY OF NEENAH APPROVING THE
2022 COMMUNITY DEVELOPMENT BLOCK GRANT PLAN**

WHEREAS, the City of Neenah is a Community Development Block Grant formula grantee and evaluates community needs, conditions and resources to be addressed by the grant; and,

WHEREAS, the City of Neenah estimates resources totaling \$230,000 for the 2022 Community Development Block Grant program, and revolving funds in the estimated amount of \$5,000; and,

WHEREAS, the City of Neenah is committed to approving a program of Community Development Block Grant activities which gives maximum feasible priority to low and moderate income persons and community development;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Neenah that the 2022 Community Development Block Grant Annual Plan including the programming of 2022 Community Development Block Grant funds is hereby approved. The 2022 Community Development Block Grant program will fund the following activities:

Christine Ann Domestic Abuse Services	\$7,000
Advocap Nutrition Program	\$7,000
Pillars, Inc.	\$7,000
Reach Counseling Services	\$6,000
LEAVEN	\$4,000
Big Brothers/Big Sisters of East Central WI	\$3,000
Goodwill Inc. – Financial Counseling	\$1,000
Façade Improvement and Design Assistance	\$30,000
Property Acquisition and Redevelopment Activities	\$70,000
Neighborhood Improvements	\$53,450
Fair Housing Center of Northeast Wisconsin	\$11,550
Planning and Program Administration	\$30,000
Grant Total	\$230,000
Revolving Funds/Program Income	
Housing Rehabilitation/Homebuyer Assistance	\$5,000
Small Business/Microenterprise Loan Program	-
Total	\$235,000

Recommended by: Finance and
Personnel Committee

CITY OF NEENAH, WISCONSIN

Moved: _____

Dean R. Kaufert, Mayor

Passed: _____

Charlotte K. Nagel, City Clerk

**TAX INCREMENT DISTRICT NO. 7
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is dated as of the ____ day of _____, 2022 by and between SPRING CREEK CENTER II, LLC, a Wisconsin limited liability company (the "Developer"), and the CITY OF NEENAH, a Wisconsin municipal corporation (the "City").

RECITALS

City and Developer acknowledge the following:

- A. Developer owns certain real property and related improvements in the City of Neenah, Wisconsin, as more particularly described in Exhibit A attached hereto (the "Property").
- B. In 2022 the City created Tax Increment District No. 7 (the "District") pursuant to Section 66.1105, Wis. Stat. (the "Tax Increment Law") and approved a plan for the redevelopment of the District (the "District Plan").
- C. Subject to obtaining the financial assistance set forth herein, Developer intends to undertake a redevelopment of the Property (the "Development Project") that will increase its value and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole. The Development Project is consistent with the District Plan for TIF 7.
- D. The City desires to encourage economic development including the elimination of slum and blight, expand its tax base, and create new jobs within the City, the District and the Property. The City finds that the development of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serve a public purpose in accordance with state and local law.
- E. The Development Project would not occur without the use of Tax Incremental Financing.

The City, pursuant to Common Council Action dated _____, 2022, has approved this Agreement and authorized the execution of the Agreement by the proper City officers on the City's behalf.

F. The Developer has approved this Agreement and authorized Philip L. Langohr, being the Manager of Developer, to execute this Agreement on the Developer's behalf.

G. All terms that are in upper case but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

NOW THEREFORE, in consideration of the above recitals, which are contractual, and the mutual promises contained herein, the parties agree to the following terms and conditions.

**ARTICLE 1
PURPOSES - DEFINITIONS**

1.1 Purpose of Agreement. The parties have agreed upon a plan for a commercial redevelopment comprised of remodeled retail space and at least one new commercial outlot at the Development Area (the "Development"). The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the land will take place.

1.2 Definitions. The terms listed below shall be defined for the purposes of this Agreement as follows:

1.2.1. "**City**" means the City of Neenah, a Wisconsin Municipal Corporation. The City may also be referred to as the City of Neenah.

1.2.2. "**Contribution**" or "**City Contribution**" means the Tax Increment Revenue Financing payment made to the Developer by the City pursuant to Section 4.4 upon the satisfactory

completion, on the part of all parties, of all undertakings as specified in Articles 3 and 4 as related to the Development Project.

1.2.3. **“Developer”** means Spring Creek Center II, LLC, a Wisconsin limited liability company.

1.2.4. **“Development Project” or “Project”** means the overall construction and/or remodeling of the improvements and uses anticipated by the Development Plan and this Agreement for the Development Area.

1.2.5. **“Development Area”** means the sum of all property described in Exhibit A, and constitutes the total boundaries of the project for which this Agreement is provided.

1.2.6. **“Development Plan”** means the Development as shown on Exhibit B as improved by the site improvements outlined in Exhibit C and as further described by this Agreement.

1.2.7. **“Development Phase”** means the acquisition of the property, remediation, site preparation work including building demolition, construction of site improvements and development as hereinafter described in Section 3.5.

1.2.8. **“Minimum Total Tax Value”** means the minimum Tax Increment Value required for the Development to be eligible for a City Contribution.

1.2.9. **“Minimum Contribution”** means the minimum amount of the Contribution made by the City to the Project.

1.2.10. **“Site Plan”** means the specific physical layout of the Development Area as shown on the Development Plan as shown on Exhibit B attached hereto.

1.2.11. **“Tax Increment Base Value”** means the equalized value of Real and Personal Property of the Development Area on January 1, 2022, as certified by the State with the filing of the amendment of Tax Incremental District No. 7 adding the Property.

1.2.12. **"Tax Increment Value"** means the equalized value above the Tax Increment Base Value established for the Development Area as determined by the City of Neenah assessor. The equalized value is calculated by taking the assessed value reported by the City of Neenah Assessor that is certified by the State Department of Revenue times the aggregate ratio.

1.2.13. **"Tax Increment Revenue"** means the personal and real property tax revenue (as defined in Section 66.1105(2)(i) of the Wisconsin Statutes) generated by the Tax Increment Value generated by the Project.

1.2.14. **"TID 7"** means Tax Incremental District No. 7 created by City Res. No. 6946; as amended by City Res. Nos. 6990, 7122 and 7174.

1.2.15. **"Zoning Code"** means Chapter 26 of the Code of Ordinances of the City of Neenah. The Zoning Code may also be referred to as the "Code"

ARTICLE 2 DESCRIPTION OF DEVELOPMENT

2.1 Development Area. The Development includes the land area described in full in Exhibit A as previously defined in the Agreement as the Development Area. The Development Area will be redeveloped and improved with a commercial/retail development, with site improvements substantially consistent with those described and depicted in the attached Exhibit C, on a timetable and with estimated property valuation as described in the attached Exhibit D.

**ARTICLE 3
UNDERTAKINGS OF THE DEVELOPER**

The Developer agrees that it shall:

3.1 Initiate, or cause to initiate by third parties, the Development Project and complete it in accordance with all applicable City zoning and building codes, fire codes, ordinances and regulations. The general components of the Development Project and the estimated timetable for completion of each component are set forth on Exhibit D, attached hereto. All project costs expended by Developer, after January 1, 2022, including costs incurred before the date of this Agreement, and which are eligible for funding pursuant to §66.1105 of the Wisconsin Statutes, are referred to as "Developer Costs". Developer Costs shall include, without limitation, costs for the construction of improvements, including hard and soft construction costs, professional fees, architectural fees, construction period interest, civil engineering fees, general contractor fees, infrastructure improvements, environmental remediation costs, demolition, public parking facilities, and the clearing, grading and construction of the Development Project, and other costs permitted pursuant to Section 66.1105, Wis. Stat.

3.2 Developer warrants and represents to the City that but for the assistance to be provided by the City under Article 4, herein, Developer would not be able to proceed with the Project.

3.3 Developer or others shall prepare site plans, specifications, development timetables, and budgets for redevelopment and construction work to be undertaken in Development Phase.

3.4 Developer has presented an Implementation Plan for the Development Project, which is attached as Exhibit D.

3.5 Developer will implement or cause to be implemented the Development Project in the appropriate location of the Development Area as provided in Exhibit D that will have an estimated Tax Increment Value as follows:

3.5.1 Development Phase

<u>Project Name</u>	<u>Building Type</u>	<u>Legal Description</u>	<u>Estimated Increased Tax Increment Value</u>
Initial Tenant Occupancy	Retail/Commercial	N/A	\$1.5 million
Secondary Tenant Occupancy	Retail/Commercial	N/A	\$1.5 million
Additional Tenant/New Construction	Retail/Commercial	N/A	\$2.0 million
Total			\$5 million

3.6 The City recognizes that in the current economic environment, approval of a Tax Increment District and approval of a Development Agreement may be necessary prior to the Developer obtaining full financing for this project. For the purpose of facilitating this joint approval process, the City will approve this Development Agreement with the contingency that prior to the City incurring any obligation to the Developer pursuant to the terms of this Agreement, the Developer shall:

3.6.1 Cooperate with the City to facilitate the City's performance under Article 4.

3.6.2 Developer shall be responsible for obtaining all permits.

3.6.3 The Developer shall be solely responsible for the costs of the installation and maintenance of utilities and improvements within the Development Area. The Developer shall be solely responsible for complying with the State of Wisconsin's prevailing wage rates where applicable.

3.6.4 Developer shall provide to the City's Community Development Director documentation from the Developer's bank and/or other funding sources confirming that the Developer has the ability to permanently finance the Development Project before it commences.

**ARTICLE 4
UNDERTAKINGS OF THE CITY**

The City agrees that it shall:

4.1 Appropriate sufficient funds for the performance of its obligations under this Agreement as described in this section.

4.2 City shall cooperate with Developer throughout the implementation of the Development Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

4.3 [Intentionally left blank.]

4.4 City has created TID 7 to support the Development Projects at the Development Area.

4.5 Subject to all of the terms, covenants and conditions of the Agreement and applicable provisions of law, and as inducement by the City to Developer to carry out the Development Projects, the City will provide payments to the Developer to assist with the Developer Costs.

4.5.1 Developer Costs –Development Project. Subject to all of the terms, covenants and conditions of the Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out Development Project, the City will provide payments to the Developer solely from future tax increments from the Development Area only to assist with Developer Costs. Upon approval of financing as outlined in Paragraph 3.6, TIF eligible expenditures incurred subsequent to January 1, 2022, may be counted as reimbursable expenses. The City’s total contribution for Developer Costs shall be limited to a maximum of \$950,000 of the property Tax Increment Revenue attributable to the Development Project, whichever is less, payable in installments over 12 years as provided hereunder. The City’s Contribution may be prepaid at any time, but until paid in full, the payments will be provided to the Developer as follows: Each year, beginning September 1, 2024, and continuing each September 1 thereafter until September 1, 2035, the City will pay to the Developer 80% of the Tax Increment Revenue received by the City with respect to the Development in that year, provided that the Tax Incremental Value of the Development Project also exceeds the Tax Increment Value designated in Section 3.5.1. No payments will be distributed until the property taxes have been paid on the Property.

4.6 The Developer shall submit to the City's Director of Community Development copies of original invoice documentation of eligible Developer Costs to support \$950,000 for Development Phase for documentary support of the City's contribution from Tax Increment Revenue.

4.6.1 As the sole source for payment of the City Contribution, the City agrees to pay Developer eighty percent (80%) of the property tax increment and Payment in Lieu of Taxes (PILOT) Agreement contributions attributable to the Property pursuant to this Agreement, based on taxes accrued through a date (the "Expiration Date") which shall be the earliest to occur of: (i) the date on which the City Contribution has been paid in full; or (ii) September 1, 2035.

4.7 Payments pursuant to this Agreement shall be made by September 1 solely from tax increments and PILOT payments attributable to the Development Project actually received by the City. In no event shall the City's tax incremental payments to the Developer exceed eighty percent (80%) of the tax increment generated by the Property, limited to a maximum of \$950,000. The City Contribution, as evidenced by this Agreement, shall be a special and limited obligation of the City and not a general obligation.

4.8 Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the City Contribution, Developer's recovery of the full amount of the City Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Development Project, the failure of the Development Project to generate the Tax Increment Revenue at the rate expected by Developer, reduction in Tax Increment Revenue caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

4.9 City covenants to Developer that:

4.9.1 City shall not use more than the twenty percent (20%) of the Tax Increment Revenue, as previously indicated, for the purposes other than to pay the City Contribution plus the allocable interest thereon.

4.9.2 Until the City Contribution has been paid in full, or a sum sufficient to pay off the City Contribution has been set aside to cover payment of the City Contribution, the City shall not close the District prior to the Expiration Date. Upon the Expiration Date, or payment in full of (or a sum sufficient set aside to pay in full) the City Contribution, the City will be entitled to close the District and no liability shall remain from the City to the Developer upon expiration of the District.

**ARTICLE 5
TAX STATUS**

5.1 As long as the District is in existence, the Development Project including the land and all buildings and improvements thereon shall be owned and taxable for real estate tax, special assessment purposes and personal property taxes. The City may waive the above restriction upon execution of a payment in lieu of taxes (PILOT) agreement, on a form acceptable to the City, made between the City and the owner or lessee of an exempt Development Project.

**ARTICLE 6
NO PARTNERSHIP OR VENTURE**

6.1 Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

**ARTICLE 7
CONFLICT OF INTEREST**

7.1 No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

**ARTICLE 8
WATER AND WATER RELATED PUBLIC IMPROVEMENTS**

8.1 The City has already furnished water to the boundary of the Development. The Developer shall be solely responsible for the installation and maintenance of utility improvements to provide water service within the Development Project. Water service within the Development Project shall remain a private service. Private hydrants cannot be used for any purposes other than fire protection.

8.2 All plans and specifications for the design of the infrastructure and water improvements within the boundaries of the Development shall be subject to the approval of the City's Department of Public Works & Utilities and, where necessary, Building Inspections, prior to the beginning of construction. Such approval shall not be unreasonably withheld.

**ARTICLE 9
SANITARY SEWER**

9.1 The City has already provided sanitary sewer to the boundary of the Development. The Developer shall be solely responsible for installing and maintaining sanitary sewer infrastructure on the Development including any necessary lift stations, force mains and other improvements from the Development to the City's existing infrastructure. Sanitary sewer service within the Development shall remain a private service.

9.2 Under any of the circumstances set forth herein, the City shall permit the Owner/Developer to connect with the City's sanitary sewer system at such reasonably accessible and economically feasible locations as determined by the City.

9.3 All plans and specifications for the design of the infrastructure and sanitary sewer improvements within the boundaries of the Development shall be subject to the approval of the City's Department of Public Works & Utilities and, where necessary, Building Inspections, prior to the beginning of construction. Such approval shall not be unreasonably withheld.

**ARTICLE 10
STORMWATER MANAGEMENT**

10.1 The Developer shall follow all applicable State and City Stormwater Ordinances. The Developer shall be solely responsible for installing and maintaining all on-site stormwater management practices. Stormwater management within the Development Area shall remain private.

10.2 All plans and specifications for the design of the infrastructure and stormwater sewer improvements within the boundaries of the Development shall be subject to the approval of the City's Department of Public Works & Utilities and, where necessary, Building Inspections, prior to the beginning of construction. Such approval shall not be unreasonably withheld.

**ARTICLE 11
STREET IMPROVEMENTS**

[INTENTIONALLY LEFT BLANK]

**ARTICLE 12
WRITTEN NOTICES**

12.1 Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE CITY:

City of Neenah
Community Development Department
211 Walnut Street
Neenah, WI 54956
Attention: Chris Haese

With a copy to:

City of Neenah
City Attorney's Office
211 Walnut Street
Neenah, WI 54956
Attn: Adam James Westbrook

DEVELOPER:

Spring Creek Center II, LLC
c/o AIG Properties, Ltd.
118 West Peckham Street
Neenah, WI 54956
Attn: Phil Langohr

With a copy to:

Von Ruden & Nix, S.C.
4410 Golf Terrace, Suite 210
Eau Claire, WI 54701
Attn: Dustin F. Von Ruden

ARTICLE 13
MISCELLANEOUS

13.1 *Assignment.* No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party except as otherwise provided for in this Agreement. Notwithstanding the foregoing, Developer may: (i) assign its rights and obligations under this Agreement to an entity that holds title to the Project and that is controlled by Developer or by one or more of the principals of Developer. The City shall not be bound to any such assignment until it has received written notice.

13.2 *Nondiscrimination.* The Developer agrees that neither the Development Area nor any portion thereof, shall be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed ethnic origin or identity, color, gender, religion, marital status, age, handicap, or national origin and that construction, redevelopment, improvement, and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination or any of the foregoing grounds.

13.3 *Financial Reports.* The Developer agrees to maintain records such that actual project expenditures in the Development may be ascertained. Upon reasonable notice from the City, authorized representatives of the City shall be entitled to examine such records at the Developer's Development to verify the amount of construction expenditures that have been incurred by the Developer.

13.4 *Cost Overruns.* Except, as provided herein, all work, undertakings, or other actions to be taken by a specific party hereto shall be completed at the sole cost and expense of such party. Without limiting the foregoing, all cost overruns of any work, undertaking, or other action to be taken by City hereunder shall be borne by City. Likewise, and without limiting the foregoing, all cost overruns of any work, undertaking, or other action to be taken by the Developer hereunder shall be borne by Developer.

13.5 *No Third Party Beneficiaries.* This Agreement is made solely for the benefit of the parties hereto and their permitted assignees, and no other party shall acquire or have any rights under this Agreement or by virtue of this Agreement.

13.6 *No Personal Liability.* Under no circumstances shall any shareholder, partner, member, officer, director, employee, contractor, or agent of City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability against any such party.

13.7 *Force Majeure.* No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, pandemic, inability to procure labor or materials, fires, floods, acts of God, or by any other cause not within the control of the party whose performance was interfered with, and which, by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, (collectively, "events of force majeure") and the time for performance shall be extended by the period of delay occasioned by any such cause.

13.8 *Governing Law.* The laws of the State of Wisconsin shall govern this Agreement.

13.9 *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. No amendment of this Agreement shall be effective unless in writing and signed by the party to be bound thereby.

13.10 *Severability.* If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein invalid, inoperative, or unenforceable to any extent whatever.

To the maximum extent possible, this Agreement shall be construed in a manner consistent with the

powers of City, including, but not limited to, their powers under the Tax Increment Law, § 66.1105, Wis. Stats, and the Blight Elimination and Slum Clearance Act, § 66.1333, Wis. Stats., to achieve its intended purpose. Reference is made to Chapter 105, Laws of 1975 § 4, and to § 66.1333(17), Wis. Stats., which provide that the Tax Increment Law and the Blight Elimination and Slum Clearance Act should be construed liberally to effectuate their purposes.

13.11 *Further Assurances.* The parties shall enter into all such further agreements and instruments and shall take all such further actions as may be reasonably necessary or desirable to give further force or effect to this Agreement.

13.12 *Time is of the Essence.* Time is of the essence as to all dates and time periods set forth in this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF NEENAH:

By:

Mayor

ATTEST:

By:

Charlotte Nagel, City Clerk

I hereby certify that the necessary funds have been provided to pay the liability incurred by the City of Neenah on the within Contract.

Michael K. Easker, Director of Finance

APPROVED AS TO FORM:

Adam Westbrook, City Attorney

DEVELOPER:

SPRING CREEK CENTER II, LLC

By:

Philip L. Langohr, Manager

SCHEDULE OF EXHIBITS

- A. Legal Description of the Property
- B. Development Plan
- C. Site Improvements
- D. Project Timetable
- E. Estimated Property Values

Exhibit A
Development Area
CSM and the Descriptions

PARCEL A:

LOT 1 OF CERTIFIED SURVEY MAP NO. 3364, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WINNEBAGO COUNTY, WISCONSIN, ON FEBRUARY 14, 1996, IN VOLUME 1 OF CERTIFIED SURVEY MAPS ON PAGE 3364 AS DOCUMENT NO. 927218, BEING ALL OF LOT 1, CERTIFIED SURVEY MAP NO. 2052, BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 20 NORTH, RANGE 17 EAST, IN THE CITY OF NEENAH, COUNTY OF WINNEBAGO, STATE OF WISCONSIN.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF NEENAH IN WARRANTY DEED RECORDED JANUARY 10, 2011 AS DOCUMENT NO. 1562383.

PARCEL B:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL A CREATED BY CROSS-EASEMENT AGREEMENT RECORDED OCTOBER 12, 1989 AS DOCUMENT NO. 731618 FOR INGRESS AND EGRESS AS PROVIDED FOR THEREIN.

Property Id. Nos: 807-0616-01-00

**Exhibit B
Development Plan**



Exhibit C
Site Improvements

- Interior Demolition
- Upgrade building HVAC & other mechanicals
- Tenant space build out
- Façade modifications
- Parking restoration/reconstruction
- Outlot creation
- New construction (on outlot)

Exhibit D

Development Plan Time Table & Property Valuation

Major Milestones	Estimated Date	Estimated Value as of Estimated Date (cumulative)
Initial Tenant Occupancy	January 1, 2023	\$4,220,000
Secondary Tenant Occupancy	January 1, 2024	\$5,720,000
Additional Tenant Occupancy and/or New Construction	January 1, 2025	\$7,720,000

CITY OF NEENAH
2021 OPERATING BUDGET CARRY FORWARDS

DEPARTMENT	DESCRIPTION	ACCOUNT NUMBER	BUDGET LINE ITEM	BALANCE LINE ITEM BUDGET	AMOUNT REQUESTED	PURCHASE ORDER
COMMUNITY DEVELOPMENT	Misc. Expenditures	010-9320-801-0261	300	300	300	NO
	All Other Supplies	010-9320-801-0333	1,000	854	850	NO
PUBLIC WORKS	Epoxy Pavement Markings Contract	010-7101-736-0226	51,000	17,590	17,590	YES
	Garage Computer Upgrades	Balance of Total PW Capital Outlay	6,100	5,509	4,100	YES
	Traffic Signal Supplies	010-7101-736-0317	26,158	12,933	12,000	NO
	Traffic Sign & Barricade Supplies	010-7101-736-0327	15,938	3,004	3,000	NO
POLICE	Overtime	010-2101-711-0104	346,000	54,021	50,000	NO
	Targets & Ammunition	010-2103-711-0329	19,000	3,504	2,000	NO
	Maintenance of Building	010-2101-711-0214	38,000	17,590	17,590	NO
					107,430	
					General Fund	107,430

NMFR Joint Finance & Personnel Committee Meeting Minutes

March 22, 2022 – 5:30 p.m.

City of Neenah – Hauser Room

Present: Ald. Stevenson, Boyette, Borchardt, Grade, Sevenich and Ropella

Also Present: Chief Kloehn, DC Krueger and Director Easker

Public: Mayor Kaufert

Ald. Sevenich called the meeting to order at 5:30 p.m.

Public Forum: Mayor Kaufert announced his retirement and thanked the Committee for their service.

Minutes: The Committee reviewed the February 22, 2022 meeting minutes. **MSC Grade/Stevenson to approve the February 22, 2022 meeting minutes and place on file, all voting aye.**

Activity and Automatic Aid Reports: The Committee reviewed the February activity and automatic aid reports. **MSC Stevenson/Grade to approve the February activity and automatic aid reports and place on file, all voting aye.**

Agreement for Urban Search and Rescue Emergency Services: The Committee reviewed the memo and agreement with the State of Wisconsin to resume the Special Operations Task Force. Chief Kloehn noted we did have an agreement in the past but the contract expired three years ago. It has taken that long for the State to decide how the task force would be structured, funding, etc. **MSC Stevenson/Grade recommends the City of Neenah and City of Menasha Common Councils approve the Agreement for Urban Search and Rescue Emergency Response Services from April 1, 2022 through June 30, 2024, all voting aye.**

Report

Firefighter Replacement: The Committee reviewed the memo from Chief Kloehn. He noted Firefighter Berendes has given notice as he has accepted a position in Dubuque, IA to be closer to his hometown and family. He is requesting permission to hire and replace this position. **MSC Stevenson/Borchardt recommends the City of Neenah and City of Menasha Common Councils approve filling the vacant firefighter position created by Mitch Berendes and move forward with hiring another firefighter to help offset the known overtime that will be incurred due to the current long-term FMLA, all voting aye.**

Report

MSC Stevenson/Grade to adjourn at 6:20 p.m., all voting aye.

Respectfully Submitted,



Kevin Kloehn
Chief

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Report

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Respectfully Submitted,



Kevin Kloehn
Chief



Memorandum

TO: NMFR Joint Finance & Personnel Committee Members

FROM: Kevin Kloehn, Chief

DATE: March 14, 2022

RE: Firefighter Replacement

I have received a resignation from one of our new firefighters and his last day will be March 29, 2022. He has accepted a position in Dubuque, IA which is his hometown and to be closer to his family.

Last month, both councils approved temporarily expanding our table of organization to 64 firefighters to cover a long-term FMLA. An offer of employment was accepted for this position. This employee will start on 4/1/22 and I am proposing he fill the firefighter position the open position. He has already completed our Joint Recruit School in 2021 and can begin 24-hour shifts on April 12th.

I would then move forward with extending an offer of employment to cover the long-term FMLA to someone else on our eligibility list.

I am asking for consideration to recommend both Common Councils approve filling the vacant firefighter position created by Mitch Berendes and move forward with hiring another firefighter to help offset the known overtime that will be incurred due to the current long-term FMLA.

If you have any questions, please feel free to call me at 886-6203. Thank you for your consideration.

KK/te



Memorandum

TO: NMFR Joint Finance & Personnel
FROM: Chief Kevin Kloehn
DATE: March 15, 2022
RE: Special Operations Task Force Agreement

I've attached an updated contract for your review between the State of Wisconsin and both of our Cities. In the past, we have had a contract with the State of Wisconsin for Special Operation. This contract expired three years ago. During that time, the State was working on what the task force would look like, how it would be staffed, reimbursements, funding, etc. Concerns were brought forward by departments on timely reimbursement for call-ups, training requirements, training reimbursement and how our employees are covered if they are injured during a call-up.

Last fall, the State passed legislation to continue with the task force and addressed concerns brought forth by the departments. Changes include:

- If a department's members are called up for an emergency reimbursement will be based on the department's actual cost versus a set reimbursement rate. Payment will be made within 60 days waiting for the State to receive their payment for the services.
- Employees will be covered under the State's worker's compensation carrier for any injuries occurred.
- Reimbursement for training will be made on a quarterly basis versus waiting for funding.

At this time, both City attorneys are reviewing the contract.

I am asking for consideration and action to recommend both common councils approve Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin from April 1, 2022 through June 30, 2024 pending final approval by both City Attorneys.

If you have any questions, please feel free to call me at 886-6201.

Thank you for your consideration.

KK/te



**AGREEMENT FOR URBAN
SEARCH AND RESCUE EMERGENCY
RESPONSE SERVICES**

April 1, 2022, through June 30, 2024

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

City of Neenah and City of Menasha

- 2.6 "Incident" means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks, wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.
- 2.7 "Local Agency," pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.
- 2.8 "REACT Center" means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.
- 2.9 "Services" means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.
- 2.10 "US&R" means urban search and rescue, which involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. US&R is considered an all-hazards discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.
- 2.11 "WI-TF1" means the all-hazards US&R team authorized by Wis. Stat. § 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function mission, including a Type 1 US&R task force, Type 3 US&R task force or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. See Wis. Stat. § 323.72(7).

3.0 Participating Agency Obligations:

- 3.1. Recognizing that many of Participating Agency's employees who are potential candidates for appointment to WI-TF1 may not have all required training as of the date this Agreement begins, the Parties agree to proceed as follows within 90 days after the Agreement begins.

- 3.5 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is not entitled to reimbursement by the Division for such response costs and that the Division will not supply equipment or vehicles for such responses.
- 3.6 Participating Agency shall comply with all requirements of any grants which provide funding for WI-TF1.
- 3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.
- 3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force.

4.0 Required Training and Exercises:

- 4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall be a minimum of eighteen (18) hours per WI-TF1 member per year. Additional specialty training may be made available at REACT upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.
- 4.2 **Non-Duty Status:** All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency.
- 4.3 **Training and Exercise Schedule:** To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of twelve months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notification of Participating Agencies. The Division will provide as much advanced notice of any changes as possible.

5.0 Response Procedures and Limitations:

- 5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local fire response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local fire response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.

- 9.2.1 Reimbursement for use of Vehicle(s) and Apparatus: Participating Agency shall be reimbursed for the approved use of its vehicles and equipment in providing Services at FEMA-established rates.
- 9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at \$55.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal.
- 9.2.3 Backfill expenses: Participating Agency's reasonable personnel expenses incurred to cover the duties of employees deployed to provide Services as part of WI-TF1 are reimbursable at the Participating Agency's actual cost.
- 9.2.4 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures it deems to be unreasonable or unjustifiable.
- 9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.
- 10.0 Payment for Training and Exercise Costs:**
- 10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of \$55 per hour per appointed employee consistent with the Attendance Policy.
- 10.2 Such payment will be made on a quarterly basis as determined by reference to the state's fiscal year. For example, the first quarter will be from July 1 through September 30 and so forth.
- 10.3 The Division will not pay for Participating Agency's personnel backfill expenses to cover team members who are traveling to and from or participating in training or exercises.
- 11.0 Reimbursement of Increased Duty Disability Costs:**
- 11.1 The Division shall reimburse Participating Agency for costs incurred by Participating Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.
- 11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums

Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to providing Services. Operations also include training activities provided under this Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.

- 16.2 Civil liability exemption; regional emergency response teams and their sponsoring agencies:

Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services.

- 16.3 Participating Agency Indemnification of State:

When acting as other than an agent of the State of Wisconsin under this Agreement, and when using the State's or Division's vehicles or equipment, Participating Agency shall indemnify, defend and hold harmless the State, which includes the Department, the Division and all state agencies, and its officers, officials, agents, employees, and members from all claims, suits or actions of any nature, including actions for attorneys' fees, arising out of the activities or omissions of Participating Agency, its officers, officials, subcontractors, agents or employees.

17.0 Insurance Obligations:

- 17.1 Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.

- 17.2 Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

- 18.0 Standard Terms and Conditions:** The Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

19.0 Miscellaneous

- 19.1 Disclosure of Independence and Relationship: Participating Agency certifies that no relationship exists between it, the State of Wisconsin or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be averse to the interest of the State.

notice to the other Party.

19.7.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:

19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.

19.7.2.2.2 Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

19.7.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.

19.7.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.

19.7.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.

19.8 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.

19.9 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.

19.10 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.

other right, power or remedy created by the Agreement. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided in the written waiver. 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.

- 19.18 Construction of Agreement: This Agreement is intended to be solely between the Parties. 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.

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

Approving Signatures:

ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION

Dated this ____ day of _____, 2022

Greg Engle, Acting Division Administrator

EXHIBIT A

EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The Participating Agency and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Participating Agency hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

APPLICABLE LAW AND COMPLIANCE: This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

CANCELLATION: The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this Agreement, the Participating Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Participating Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the Participating Agency's becoming declared an "ineligible" Participating Agency, termination of the Agreement, or withholding of payment.



Memorandum

TO: NMFR Joint Finance & Personnel Committee Members

FROM: Kevin Kloehn, Chief

DATE: March 14, 2022

RE: Firefighter Replacement

I have received a resignation from one of our new firefighters and his last day will be March 29, 2022. He has accepted a position in Dubuque, IA which is his hometown and to be closer to his family.

Last month, both councils approved temporarily expanding our table of organization to 64 firefighters to cover a long-term FMLA. An offer of employment was accepted for this position. This employee will start on 4/1/22 and I am proposing he fill the firefighter position the open position. He has already completed our Joint Recruit School in 2021 and can begin 24-hour shifts on April 12th.

I would then move forward with extending an offer of employment to cover the long-term FMLA to someone else on our eligibility list.

I am asking for consideration to recommend both Common Councils approve filling the vacant firefighter position created by Mitch Berendes and move forward with hiring another firefighter to help offset the known overtime that will be incurred due to the current long-term FMLA.

If you have any questions, please feel free to call me at 886-6203. Thank you for your consideration.

KK/te

**Minutes of the Board of Public Works Meeting
Tuesday, March 29, 2022, 11:30am**

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

ALSO PRESENT: City Clerk Nagel, Director of Park and Recreation Kading, and Forrest Bates.

Mayor Kaufert called the meeting to order at 11:33am.

MINUTES: MSC Haese/Bates to approve the minutes from the March 11, 2022 as written, all voting aye.

APPEARANCES: None.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

A. Public Works

1. Pay Estimate No. 6, Contract 3-20, HMA Street Construction, Van Street, Monroe Street, Shootingstar Drive, and Armstrong Street, to Sommers Construction Company, Shiocton, in the amount of \$11,452.37. **MSC Kaiser/Hillstrom to approve Pay Estimate No. 6, Contract 3-20, HMA Street Construction to Sommers Construction Company, Shiocton, in the amount of \$11,452.37, all voting aye.**

Discussion: Director Kaiser advised the contract is two-years old with unit price contract, therefore, a change order is expected for costs with Armstrong Street and Shootingstar Drive. The remainder of this work will be completed this year.

2. Award Contract 3-22, Street Construction, on Apple Blossom Drive, Byrd Avenue, Fredrick Drive, Green Acres, Honeysuckle Lane, Meadow Lane, Primrose Lane, and Wild Rose Lane
MSC Kaiser/Haese to recommend to Council to award Contract 3-22, Street Construction, on Apple Blossom Drive, Byrd Avenue, Fredrick Drive, Green Acres, Honeysuckle Lane, Meadow Lane, Primrose Lane, and Wild Rose Lane, all voting aye.

Discussion: Director Kaiser advised this contract is for full street construction on Fredrick Drive, street resurfacing on Wild Rose Lane, Green Acres Lane, Honeysuckle Lane, Meadow Lane, Primrose Lane, and Apple Blossom Drive, along with a thin overlay of asphalt on the roads that were slurred, Farm Ridge Lane, Cherry Lane, and Blueberry Lane. There will be a thick overlay on west end of Apple Blossom which will increase the costs of the overall contract. There will be additional costs outside of this contract for Southview Park Basketball Court and Fresh Air Park.

There was discussion regarding contract bid costs versus estimated costs. The market seems to be leveling off bringing costs closer to budget estimates.

Info

Report

3. Award Contract to Safe Slide Restoration, Farmington, Mo in the lump sum amount of \$47,691 for Neenah Pool Water Slide Restoration Project.
MSC Haese/Hillstrom to recommend Council award contract to Safe Slide Restoration, Farmington, MO in the lump sum amount of \$47,691 for Neenah Pool Water Slide Restoration Project, all voting aye.

Discussion: Director Kading advised of state requirements to have the slide inspected and any restoration be done for safety. All contractors are delayed due to COVID-19 so the work will be done in the fall. The slide has been deemed safe for use this summer.

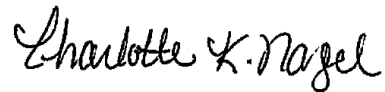
ANY ANNOUNCEMENTS/QUESTIONS FOR THE BOARD.

None.

ADJOURNMENT

MSC Hillstrom/Easker to adjourn at 11:51am, all voting aye.

Respectfully Submitted,



Charlotte K. Nagel, City Clerk

**Minutes of the Board of Public Works Meeting
Tuesday, March 29, 2022, 11:30am**

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

ALSO PRESENT: City Clerk Nagel, Director of Park and Recreation Kading, and Forrest Bates.

Mayor Kaufert called the meeting to order at 11:33am.

MINUTES: MSC Haese/Bates to approve the minutes from the March 11, 2022 as written, all voting aye.

APPEARANCES: None.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

A. Public Works

1. Pay Estimate No. 6, Contract 3-20, HMA Street Construction, Van Street, Monroe Street, Shootingstar Drive, and Armstrong Street, to Sommers Construction Company, Shiocton, in the amount of \$11,452.37. **MSC Kaiser/Hillstrom to approve Pay Estimate No. 6, Contract 3-20, HMA Street Construction to Sommers Construction Company, Shiocton, in the amount of \$11,452.37, all voting aye.**

Discussion: Director Kaiser advised the contract is two-years old with unit price contract, therefore, a change order is expected for costs with Armstrong Street and Shootingstar Drive. The remainder of this work will be completed this year.

2. Award Contract 3-22, Street Construction, on Apple Blossom Drive, Byrd Avenue, Fredrick Drive, Green Acres, Honeysuckle Lane, Meadow Lane, Primrose Lane, and Wild Rose Lane
MSC Kaiser/Haese to recommend to Council to award Contract 3-22, Street Construction, on Apple Blossom Drive, Byrd Avenue, Fredrick Drive, Green Acres, Honeysuckle Lane, Meadow Lane, Primrose Lane, and Wild Rose Lane, all voting aye.

Discussion: Director Kaiser advised this contract is for full street construction on Fredrick Drive, street resurfacing on Wild Rose Lane, Green Acres Lane, Honeysuckle Lane, Meadow Lane, Primrose Lane, and Apple Blossom Drive, along with a thin overlay of asphalt on the roads that were slurred, Farm Ridge Lane, Cherry Lane, and Blueberry Lane. There will be a thick overlay on west end of Apple Blossom which will increase the costs of the overall contract. There will be additional costs outside of this contract for Southview Park Basketball Court and Fresh Air Park.

There was discussion regarding contract bid costs versus estimated costs. The market seems to be leveling off bringing costs closer to budget estimates.

Info

Report

3. Award Contract to Safe Slide Restoration, Farmington, Mo in the lump sum amount of \$47,691 for Neenah Pool Water Slide Restoration Project.
MSC Haese/Hillstrom to recommend Council award contract to Safe Slide Restoration, Farmington, MO in the lump sum amount of \$47,691 for Neenah Pool Water Slide Restoration Project, all voting aye.

Discussion: Director Kading advised of state requirements to have the slide inspected and any restoration be done for safety. All contractors are delayed due to COVID-19 so the work will be done in the fall. The slide has been deemed safe for use this summer.

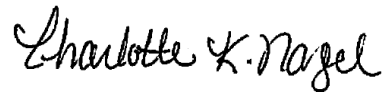
ANY ANNOUNCEMENTS/QUESTIONS FOR THE BOARD.

None.

ADJOURNMENT

MSC Hillstrom/Easker to adjourn at 11:51am, all voting aye.

Respectfully Submitted,



Charlotte K. Nagel, City Clerk



**City of Neenah
Board of Public Works Agenda
Tuesday, March 29, 2022—11:30 AM
Neenah City Hall – Council Chambers
211 Walnut Street, Neenah, WI**

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.

- I. Approval of the minutes of the March 11, 2022 meeting. (Minutes can be found on the City web site)
- II. Appearances.
- III. Unfinished Business.
- IV. New Business.
 - A. Public Works
 1. Pay Estimate No. 6, Contract 3-20, HMA Street Construction, Van Street, Monroe Street, Shootingstar Drive, and Armstrong Street, to Sommers Construction Company, Shiocton, in the amount of \$11,452.37.
 2. Award Contract 3-22, Street Construction, on Apple Blossom Drive, Byrd Avenue, Fredrick Drive, Green Acres, Honeysuckle Lane, Meadow Lane, Primrose Lane, and Wild Rose Lane.
 3. Award Contract to Safe Slide Restoration, Farmington, Mo in the lump sum amount of \$47,691 for Neenah Pool Water Slide Restoration Project.
- V. Any announcements/questions for the Board.
- VI. Adjournment.

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Clerk's Office (920) 886-6100 or the **City's ADA Coordinator at (920) 886-6106 or e-mail attorney@ci.neenah.wi.us** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

**Minutes of the Board of Public Works Meeting
Friday, March 11, 2022, 12:00pm Noon**

Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting was held in virtual format only.

MEMBERS PRESENT: Mayor Kaufert, City Attorney Westbrook, Director of Public Works Kaiser, and Alderpersons Hillstrom and Bates. Director of Finance Easker was excused.

ALSO PRESENT: City Clerk Nagel. Mayor Kaufert called the meeting to order at 12:04pm.

MINUTES: MSC Hillstrom/Kaiser to approve the minutes from the February 22, 2022 as written, all voting aye.

APPEARANCES: None.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

A. Public Works

1. Award Contract 2-22, Sewer, Water Services, and Street Construction on Dieckhoff Street, and Grove Street.

MSC Kaiser/Haese to recommend Council to award contract 2-22 for Sewer, Water Services, and Street Construction on Dieckhoff Street, and Grove Street to Don Hietpas and Sons, Inc. with the concrete pavement alternate in the amount of \$789,997.50, all voting aye, Bates was excused.

Discussion: There was a concrete alternative included in the bid. A pavement life cycle cost analysis was completed that showed concrete would have a better in this area would have a longer life cycle, therefore, the concrete alternative is recommended. With the concrete alternative, pricing remains below the engineer estimate and under budget.

2. Award Contract 4-22, Sewer, Water Services and Street Construction on S. Commercial Street.

MSC Kaiser/Haese to recommend to Council award Contract 4-22, Sewer, Water Services and Street Construction on S. Commercial Street to Robert Immel Excavating in the amount of \$446,378.00, all voting aye, Bates was excused.

Discussion: There were concerns about the length of this project. Director Kaiser advised the project scope is changed because pipe from Byrd Avenue to Stanley Street, the sewer pipe was in good condition therefore that pipe did not need replacing which is reflected in the bid pricing. The project was budgeted for in the CIP and came in under budget.

3. Award Contract 5-22, Sanitary Sewer and Water Main Construction, CTY Road CB & CTY Road JJ.

Report

Report

Report

MSC Kaiser/Hillstrom to recommend Council award Contract 5-22, Sanitary Sewer and Water Main Construction, CTY Road CB & CTY Road JJ to De Groot, Inc. in the amount of \$305,845.51, all voting aye.

Discussion: This project is part of TIF 11 Pendleton Parkway. The County has agreed to pay half the road work on County Rd. JJ. Borrowed money for TIF 11 is \$1.2 million over which these project costs will be used. Utility work will take 4-6 weeks. Gear N' Up will be affected. Staff should reach out to those property owners to advise them of the project.

Info

4. Change Order No. 3, Contract 1-21, Sanitary Sewer, Water Main and Street Construction, Marathon Avenue, to Don Hietpas & Sons, Inc. in the amount of \$3,240.00 for extra plumbing work and reset of the gradelines and remove gravel due to grade changes.
MSC Kaiser/Bates to recommend Council approve Change Order No. 3, Contract 1-21, Sanitary Sewer, Water Main and Street Construction, Marathon Avenue, to Don Hietpas & Sons, Inc. in the amount of \$3,240.00 for extra plumbing work and reset of the gradelines and remove gravel due to grade changes, all voting aye.

Discussion: The overall project, with this change order, is under budget.

Info

5. Change Order No.3, Contract 3-21, Sanitary Sewer, Water Main and Street Construction, on Isabella Street, Olive Street, Washington Avenue and Winneconne Avenue, to Kruczek Construction, Inc. in the amount of \$15,661.25 for additional plumbing, additional boring, cost to increase sanitary manhole size to accommodate 24" pipe.
MSC Kaiser/Haise to recommend Council approve Change Order No.1, Contract 3-21, Sanitary Sewer, Water Main and Street Construction, on Isabella Street, Olive Street, Washington Avenue and Winneconne Avenue, to Kruczek Construction, Inc. in the amount of \$15,661.25 for additional plumbing, additional boring, cost to increase sanitary manhole size to accommodate 24" pipe, all voting aye.

Report

6. Final Payment, Contract 1-21, Sanitary Sewer, Water Main and Street Construction, Marathon Avenue, to Don Hietpas & Sons, Inc. in the amount of \$266,825.63.
MSC Kaiser/Haese to recommend Council approve Final Payment, Contract 1-21, Sanitary Sewer, Water Main and Street Construction, Marathon Avenue, to Don Hietpas & Sons, Inc. in the amount of \$266,825.63, all voting aye.

Discussion: Contract 1-21 was under budget. The Committee would like the Council to see the budget vs. actual on this project.

Report

7. Final Pay Estimate Contract 3-21, Sanitary Sewer, Water Main and Street Construction, on Isabella Street, Olive Street, Washington Avenue and Winneconne Avenue, to Kruczek Construction, Inc. in the amount of \$281,078.81.

MSC Kaiser/Haese to recommend Council approve Final Payment Contract 3-21, Sanitary Sewer, Water Main and Street Construction, on Isabella Street, Olive Street, Washington Avenue and Winneconne Avenue, to Kruczek Construction, Inc. in the amount of \$281,078.81, all voting aye.

Report

8. Final Pay Estimate, Contract 5-21, HMA Pavement Repairs, MCC., Inc. in the amount of \$93,557.32.

MSC Kaiser/Bates to recommend Council approve Final Payment, Contract 5-21, HMA Pavement Repairs, MCC., Inc. in the amount of \$93,557, all voting aye.

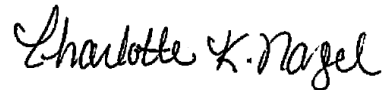
ANY ANNOUNCEMENTS/QUESTIONS FOR THE BOARD.

None.

ADJOURNMENT

MSC Hillstrom/Bates to adjourn at 12:35 p.m., all voting aye.

Respectfully Submitted,



Charlotte K. Nagel, City Clerk

**City of Neenah
Department of Public Works
Contractor Request for Payment**

Contractor Name: Sommers Construction Company		Contract No. 3-20	
Address W7841 Smith St		Contract Amou \$808,835.00	
City Shiocton WI 54170			
Name of Project	HMA Street Construction		
Location of Project	Van Street, Monroe Street, Shootingstar Dr & Armstrong Street		
Pay Request No.	6	For Period	May 7, 2021 through March 23, 2022

CONTRACT SUMMARY	
Original Contract Amount	\$736,204.00
Net Amount of Change Order through Change Order No.	\$0.00
Adjusted Contract Amount	<u>\$736,204.00</u>
WORK PERFORMED TO DATE	
Work Performed to Date	\$667,566.92
Less Retainage of 5%. If different indicate here	_____ 5% \$293.65
Net Amount Earned to Date	\$667,273.27
Less Previous Payments	\$655,820.90
BALANCE DUE THIS PAYMENT	<u>\$11,452.37</u>

CONTRACT BREAKOUT					
		Due This Estimate	Budget Total	Contract Breakdown	Paid to Date
Street-Monroe Street	012-4309-743-0236	\$0.00	\$108,000	\$100,000	\$160,638.41
Street-Van Street	012-4308-743-0236	\$0.00	\$360,000	\$349,722	\$314,084.74
Street-Cavalry Lane	012-4623-742-0236	\$0.00	\$50,000	\$40,360	\$35,146.62
Street-Cardinal Plat	012-4623-743-0236	\$0.00	\$50,000	\$44,440	\$0.00
Street-Gillingham Road	012-4313-743-0236	\$0.00	\$200,000	\$201,682	\$86,096.04
Shootingstar Dr/Armstrong Street	012-4381-742-0236	\$11,452.37	\$50,000.00	\$72,630.00	\$0.00
		<u>\$11,452.37</u>	<u>\$818,000.00</u>	<u>\$808,834.00</u>	<u>\$595,965.81</u>

CERTIFICATION OF CONTRACTOR:			
I certify that the foregoing is just and correct and the amount claimed is legally due after showing all just credits			
Certified by Engineer	<u>Jason Edlert</u>	<u>[Signature]</u>	Date: 3-24-22
Certified by Public Works		<u>[Signature]</u>	Date: 3-24-22
Certified by Water Utility			Date:
Certified by Contractor			Date:
	Approved BPW _____		Date:
	Approved Common Council (Final Payments Only)		Date:

March 23, 2022
 Pay Estimate No. 6
 Contract 3-20 HMA Street Construction
 Van Street, Monroe Street, Gillingham Road, Cavalry Lane, Cardinal Plat
 Shooting Star Drive, and Armstrong Street
 Sommers Construction W7841 Smith ST, Shiocton WI 54170

DESCRIPTION	Unit Price	Original Bid		Estimate No. 5		Estimate No. 6		
		Quantity	Total	Quantity	Total	Quantity	Total	
Part 1 - Van Street / Monroe Street								
1. Sawcut existing bituminous pavement	\$2.50	500 Lin. Ft.	\$1,250.00	670 Lin. Ft.	\$1,675.00	670 Lin. Ft.	\$1,675.00	
2. Remove existing bituminous pavement	\$1.00	10,000 Sq. Yd.	\$10,000.00	10,600 Sq. Yd.	\$10,600.00	10,600 Sq. Yd.	\$10,600.00	
3. Remove concrete curb and gutter	\$2.50	5,100 Lin. Ft.	\$12,750.00	5,425 Lin. Ft.	\$13,561.25	5,425 Lin. Ft.	\$13,561.25	
4. Remove concrete sidewalk/driveway apron	\$0.85	12,500 Sq. Ft.	\$10,625.00	12,411 Sq. Ft.	\$10,549.63	12,411 Sq. Ft.	\$10,549.63	
5. Unclassified Excavation	\$8.00	1,500 Cu. Yd.	\$12,000.00	620 Cu. Yd.	\$4,960.00	620 Cu. Yd.	\$4,960.00	
6. Furnish and install crushed aggregate base	\$9.00	4,000 Ton	\$36,000.00	1,320 Ton	\$11,880.00	1,320 Ton	\$11,880.00	
7. Furnish and install 30-inch concrete curb and gutter (various locations)	\$30.00	200 Lin. Ft.	\$6,000.00	173 Lin. Ft.	\$5,184.00	173 Lin. Ft.	\$5,184.00	
8. Furnish and install 30-inch concrete curb and gutter (continuous)	\$12.15	4,900 Lin. Ft.	\$59,535.00	5,252 Lin. Ft.	\$63,808.16	5,252 Lin. Ft.	\$63,808.16	
9. Furnish and install 4-inch concrete sidewalk	\$5.25	4,000 Sq. Ft.	\$21,000.00	5,639 Sq. Ft.	\$29,602.55	5,639 Sq. Ft.	\$29,602.55	
10. Furnish and install 6-inch concrete sidewalk/driveway apron	\$5.50	8,000 Sq. Ft.	\$44,000.00	6,773 Sq. Ft.	\$37,250.13	6,773 Sq. Ft.	\$37,250.13	
11. Furnish and install 8-inch concrete sidewalk/driveway apron	\$7.00	500 Sq. Ft.	\$3,500.00	0 Sq. Ft.	\$0.00	0 Sq. Ft.	\$0.00	
12. Fine grading and base preparation	\$1.15	10,000 Sq. Yd.	\$11,500.00	10,600 Sq. Yd.	\$12,190.00	10,600 Sq. Yd.	\$12,190.00	
13. Furnish and install HMA Pavement	\$58.25	2,250 Ton	\$131,062.50	2,279 Ton	\$132,771.56	2,279 Ton	\$132,771.56	
14. Adjust sewer manhole	\$350.00	30 Each	\$10,500.00	56 Each	\$19,600.00	56 Each	\$19,600.00	
15. Furnish and install 1/2-inch rods	\$1.00	1,000 Lin. Ft.	\$1,000.00	800 Lin. Ft.	\$800.00	800 Lin. Ft.	\$800.00	
16. Install detectable warning fields (supplied by City)	\$35.00	40 Each	\$1,400.00	32 Each	\$1,120.00	32 Each	\$1,120.00	
17. Terracing, fertilize, seed & hydromulch	\$7.50	8,000 Sq. Yd.	\$60,000.00	5,300 Sq. Yd.	\$39,750.00	5,300 Sq. Yd.	\$39,750.00	
18. Install and Maintain Traffic Control	\$17,600.00	1 Lump Sum	\$17,600.00	1 Lump Sum	\$17,600.00	1 Lump Sum	\$17,600.00	
Part 1 Total			\$449,722.50		\$412,902.26		\$412,902.26	
Part 2 - Gillingham Road								
1. Sawcut existing bituminous pavement	\$3.00	100 Lin. Ft.	\$300.00	100 Lin. Ft.	\$300.00	100 Lin. Ft.	\$300.00	
2. Remove existing bituminous pavement	\$1.00	5,200 Sq. Yd.	\$5,200.00	4,700 Sq. Yd.	\$4,700.00	4,700 Sq. Yd.	\$4,700.00	
3. Remove concrete curb and gutter	\$8.00	200 Lin. Ft.	\$1,600.00	117 Lin. Ft.	\$937.60	117 Lin. Ft.	\$937.60	
4. Remove concrete sidewalk/driveway apron	\$1.25	500 Sq. Ft.	\$625.00	60 Sq. Ft.	\$75.00	60 Sq. Ft.	\$75.00	
5. Unclassified Excavation	\$12.10	2,750 Cu. Yd.	\$33,275.00	3,500 Cu. Yd.	\$42,350.00	3,500 Cu. Yd.	\$42,350.00	
6. Furnish and install geogrid	\$1.75	5,200 Sq. Yd.	\$9,100.00	4,700 Sq. Yd.	\$8,225.00	4,700 Sq. Yd.	\$8,225.00	
7. Furnish and install crushed aggregate base	\$12.65	3,750 Ton	\$47,437.50	5,000 Ton	\$63,250.00	5,000 Ton	\$63,250.00	
8. Furnish and install 30-inch concrete curb and gutter (various locations)	\$30.00	200 Lin. Ft.	\$6,000.00	117 Lin. Ft.	\$3,516.00	117 Lin. Ft.	\$3,516.00	
9. Furnish and install 6-inch concrete sidewalk/driveway apron	\$8.00	250 Sq. Ft.	\$2,000.00	0 Sq. Ft.	\$0.00	0 Sq. Ft.	\$0.00	
10. Furnish and install 8-inch concrete sidewalk/driveway apron	\$9.00	250 Sq. Ft.	\$2,250.00	0 Sq. Ft.	\$0.00	0 Sq. Ft.	\$0.00	
11. Furnish and install HMA Pavement	\$62.10	1,450 Ton	\$90,045.00	1,332 Ton	\$82,718.44	1,332 Ton	\$82,718.44	
12. Adjust sewer manhole	\$350.00	3 Each	\$1,050.00	2 Each	\$700.00	2 Each	\$700.00	
13. Adjust catchbasin	\$300.00	5 Each	\$1,500.00	0 Each	\$0.00	0 Each	\$0.00	
14. Furnish and install 1/2-inch rods	\$3.00	100 Lin. Ft.	\$300.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00	
15. Install and Maintain Traffic Control	\$1,000.00	1 Lump Sum	\$1,000.00	1 Lump Sum	\$1,000.00	1 Lump Sum	\$1,000.00	
Part 2 Total			\$201,682.50		\$207,772.04		\$207,772.04	
Part 3 - Cavalry Lane								
1. Sawcut/mill existing bituminous pavement	\$3.00	100 Lin. Ft.	\$300.00	80 Lin. Ft.	\$240.00	80 Lin. Ft.	\$240.00	
2. Fine grade existing aggregate base	\$1.05	4,550 Sq. Yd.	\$4,777.50	4,550 Sq. Yd.	\$4,777.50	4,550 Sq. Yd.	\$4,777.50	
3. Furnish and install HMA Pavement	\$56.15	550 Ton	\$30,882.50	494 Ton	\$27,729.12	494 Ton	\$27,729.12	
4. Furnish and install crushed aggregate shoulders	\$25.00	120 Ton	\$3,000.00	40 Ton	\$1,000.00	40 Ton	\$1,000.00	
5. Adjust sewer manhole	\$350.00	2 Each	\$700.00	2 Each	\$700.00	2 Each	\$700.00	
6. Install and Maintain Traffic Control	\$700.00	1 Lump Sum	\$700.00	1 Lump Sum	\$700.00	1 Lump Sum	\$700.00	
Part 3 Total			\$40,360.00		\$35,146.62		\$35,146.62	

March 23, 2022
 Pay Estimate No. 6
 Contract 3-20 HMA Street Construction
 Van Street, Monroe Street, Gillingham Road, Cavalry Lane, Cardinal Plat
 Shooting Star Drive, and Armstrong Street
 Sommers Construction W7841 Smith ST, Shiocton WI 54170

Part 4 - Cardinal Plat											
1. Sawcut existing bituminous pavement	\$3.00	100	Lin. Ft.	\$300.00	0	Lin. Ft.	\$0.00	0	Lin. Ft.	\$0.00	
2. Fine grade existing aggregate base	\$1.05	5,000	Sq. Yd.	\$5,250.00	0	Sq. Yd.	\$0.00	0	Sq. Yd.	\$0.00	
3. Furnish and install HMA Pavement	\$56.15	600	Ton	\$33,690.00	0	Ton	\$0.00	0	Ton	\$0.00	
4. Furnish and install crushed aggregate shoulders	\$25.00	140	Ton	\$3,500.00	0	Ton	\$0.00	0	Ton	\$0.00	
5. Adjust sewer manhole	\$350.00	3	Each	\$1,050.00	0	Each	\$0.00	0	Each	\$0.00	
6. Install and Maintain Traffic Control	\$650.00	1	Lump Sum	\$650.00	0	Lump Sum	\$0.00	0	Lump Sum	\$0.00	
Part 4 Total				\$44,440.00			\$0.00			\$0.00	
TOTAL Part 1 through 4				\$736,205.00			\$655,820.92			\$655,820.92	
Part 5a - Shooting Star Drive / Armstrong Street (Alternate Bid)											
1. Sawcut existing bituminous pavement		100	Lin. Ft.	\$3.00	\$300.00	0	Lin. Ft.	\$0.00	0	Lin. Ft.	\$0.00
2. Strip Topsoil		1,650	Sq. Yd.	\$3.00	\$4,950.00	0	Sq. Yd.	\$0.00	167	Sq. Yd.	\$501.00
3. Furnish and install geogrid		700	Sq. Yd.	\$2.50	\$1,750.00	0	Sq. Yd.	\$0.00	633	Sq. Yd.	\$1,582.50
4. Furnish and install crushed aggregate base		1,400	Ton	\$13.00	\$18,200.00	0	Ton	\$0.00	500	Ton	\$6,500.00
5. Fine grading and base preparation		2,500	Sq. Yd.	\$1.20	\$3,000.00	0	Sq. Yd.	\$0.00	0	Sq. Yd.	\$0.00
6. Furnish and install HMA Pavement		500	Ton	\$58.90	\$29,450.00	0	Ton	\$0.00	0	Ton	\$0.00
7. Furnish and install 15-inch pvc storm sewer		58	Lin. Ft.	\$60.00	\$3,480.00	0	Lin. Ft.	\$0.00	50	Lin. Ft.	\$3,000.00
8. Adjust sewer manhole		1	Each	#####	\$350.00	0	Each	\$0.00	0	Each	\$0.00
9. Terracing, fertilize, seed & hydromulch		1,400	Sq. Yd.	\$7.50	\$10,500.00	0	Sq. Yd.	\$0.00	0	Sq. Yd.	\$0.00
10. Install and Maintain Traffic Control		1	Lump Sum	#####	\$650.00	0	Lump Sum	\$0.00	0	Lump Sum	\$162.50
Part 5a Total				\$72,630.00			\$0.00			\$11,746.00	
TOTAL Part 1 through 4 and 5a				\$808,835.00			\$655,820.92			\$667,566.92	

Work to date	\$655,820.92	Work to date	\$667,566.92
Retainage ¹	\$0.00	Retainage ¹	\$0.00
Due Contractor	\$650,820.92	Due Contractor	\$667,566.92
Previously paid	\$650,820.91	Previously paid	\$655,820.90
Due this estimate	\$4,999.99	Due this estimate	\$11,746.02

NOTE (1): Retainage set per Wis. Statute 66.0901(9).

Retainage is 5% of the estimate until 50% of the work is completed.

At 50% completion, no additional amounts are retained.

For Final Estimates, there is no retainage.

Respectfully submitted,



Gerry Kaiser, PE
 Director of Public Works



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

M E M O R A N D U M

DATE: March 23, 2022
TO: Mayor Kaufert and Members of the Board of Public Works
FROM: Gerry Kaiser, Director of Public Works
RE: Award Recommendation for Contract 3-22.

Attached to this memo is the bid tabulation for Contract 3-22, Street Construction on Various Streets, Fresh Air Park, and Southview Park Basketball Court. The table below summarizes the bid results and compares them to the budgets for each of the types of work within this contract.

Project	Budget	Bid	Amount Under/(Over) Budget
Street Construction ¹	\$ 1,775,000.00	\$ 1,693,441.00	\$ 81,559.00
Thin Overlay ²	\$ 110,000.00	\$ 96,948.50	\$ 13,051.50
Fresh Air Park	\$ 64,890.00	\$ 47,832.80	\$ 17,057.20
Southview Pk Court	\$ 85,000.00	\$ 19,321.90	\$ 65,678.10
Storm Adjustments	\$ 252,000.00	\$ 41,398.00	\$ 210,602.00
Sanitary Adjustments	\$ 150,000.00	\$ 37,524.00	\$ 112,476.00
TOTAL	\$ 2,436,890.00	\$ 1,936,466.20	
Note 1: Street Reconstruction for Frederick Drive.			
Street Resurfacing for Wild Rose Lane, Green Acres Lane, Honeysuckle Lane, Meadow Lane, Primrose, Apple Blossom Drive.			
Note 2: Thinlay on Farm Ridge Lane, Cherry Lane, and Blueberry Lane.			
Thick Overlay on west end of Apple Blossom.			

A few notes.

- As listed, Contract 3-22 had, as base bid for the thin overlay, using a 2-inch asphalt pavement on the west end of Apple Blossom Drive. Given the current condition of that street and our concerns with the life of an overlay of that thickness, an alternate was bid to use a 4-inch thick pavement. Using the 4-inch thick pavement would increase the cost of the Think Overlay project from \$96,948.50 to \$134,686. The recommendation of staff is to use a 4-inch thick pavement on this section of Apple Blossom. This increases the overall contract total to \$1,974,203.70.
- There will be additional costs outside of this contract for the Southview Park Basketball Court.
- The Storm and Sanitary Sewer adjustment budgets are used for other work outside of this contract.

Staff recommends Council award Contract 3-22 with the 4-inch pavement alternate on the west end of Apple Blossom Drive to Northeast Asphalt, Inc., in the amount of \$1,974,203.70.

CONTRACT 3-22
STREET CONSTRUCTION
APPLE BLOSSOM, BYRD, FREDRICK, GREEN ACRES, HONEYSUCKLE, MEADOW, PRIMROSE AND WILD ROSE

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Northeast Asphalt, Inc.		MCC, Inc.		Vinton Construction Company		Michels Road & Stone, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Sewer - Apple Blossom, Byrd, Fredrick, Green Acres, Honeysuckle, Meadow, Primrose and Wild Rose														
1	101	Adjust Sewer Manhole	Each	86	\$600.00	\$51,600.00	\$406.00	\$34,916.00	\$915.00	\$78,690.00	\$550.00	\$47,300.00	\$200.00	\$17,200.00
2	102	Furnish & Install Chimney Seal	Each	53	\$600.00	\$31,800.00	\$302.00	\$16,006.00	\$850.00	\$45,050.00	\$640.00	\$33,920.00	\$400.00	\$21,200.00
3	103	Adjust Catch Basin	Each	72	\$400.00	\$28,800.00	\$350.00	\$25,200.00	\$350.00	\$25,200.00	\$400.00	\$28,800.00	\$200.00	\$14,400.00
4	104	Furnish & Install 1/2-inch Rods	Lin. Ft.	2000	\$1.25	\$2,500.00	\$1.40	\$2,800.00	\$1.40	\$2,800.00	\$0.01	\$20.00	\$2.00	\$4,000.00
Sanitary Sewer Total						\$114,700.00		\$78,922.00		\$151,740.00		\$110,040.00		\$56,800.00
Street - Apple Blossom, Byrd, Fredrick, Green Acres, Honeysuckle, Meadow, Primrose and Wild Rose														
5	401	Sawcut Existing Bituminous Pavement	Lin. Ft.	200	\$2.50	\$500.00	\$1.55	\$310.00	\$1.20	\$240.00	\$3.00	\$600.00	\$3.00	\$600.00
6	402	Sawcut Existing Concrete Pavement	Lin. Ft.	1500	\$3.50	\$5,250.00	\$2.25	\$3,375.00	\$4.30	\$6,450.00	\$3.00	\$4,500.00	\$3.00	\$4,500.00
7	403	Remove Existing Bituminous Pavement	Sq. Yd.	49000	\$1.00	\$49,000.00	\$1.60	\$78,400.00	\$1.25	\$61,250.00	\$2.15	\$105,350.00	\$4.75	\$232,750.00
8	404	Remove Concrete Pavement	Sq. Yd.	1800	\$8.00	\$14,400.00	\$6.00	\$10,800.00	\$3.55	\$6,390.00	\$9.00	\$16,200.00	\$11.20	\$20,160.00
9	405	Remove Concrete Curb & Gutter	Lin. Ft.	4200	\$5.00	\$21,000.00	\$5.00	\$21,000.00	\$2.00	\$8,400.00	\$0.01	\$42.00	\$3.10	\$13,020.00
10	406	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	15000	\$1.00	\$15,000.00	\$1.25	\$18,750.00	\$0.35	\$5,250.00	\$1.50	\$22,500.00	\$1.10	\$16,500.00
11	407	Unclassified Excavation	Cu. Yd.	11000	\$13.00	\$143,000.00	\$10.45	\$114,950.00	\$13.15	\$144,650.00	\$0.01	\$110.00	\$10.00	\$110,000.00
12	408	Furnish & Install Georid	Sq. Yd.	20000	\$2.50	\$50,000.00	\$2.10	\$42,000.00	\$1.80	\$36,000.00	\$2.10	\$42,000.00	\$2.10	\$42,000.00
13	409	Furnish & Install Crushed Aggregate Base	Ton	13000	\$13.00	\$169,000.00	\$11.60	\$150,800.00	\$12.95	\$168,350.00	\$15.14	\$196,820.00	\$8.00	\$104,000.00
14	410	8-inch Concrete Pavement Repair	Sq. Yd.	1800	\$80.00	\$144,000.00	\$64.80	\$116,640.00	\$64.80	\$116,640.00	\$67.51	\$121,518.00	\$61.00	\$109,800.00
15	411	Furnish & Install 30-inch Concrete Curb & Gutter (Repair)	Lin. Ft.	4200	\$32.00	\$134,400.00	\$36.98	\$155,316.00	\$37.80	\$158,760.00	\$56.50	\$237,300.00	\$57.00	\$239,400.00
16	412	Furnish & Install 4-inch Concrete Sidewalk Repair	Sq. Ft.	17500	\$6.00	\$105,000.00	\$7.24	\$126,700.00	\$7.20	\$126,000.00	\$6.41	\$112,175.00	\$6.95	\$121,625.00
17	413	Furnish & Install 6-inch Concrete Sidewalk/Driveway Repair	Sq. Ft.	5000	\$6.50	\$32,500.00	\$7.60	\$38,000.00	\$7.90	\$39,500.00	\$7.00	\$35,000.00	\$7.15	\$35,750.00
18	414	Prepare & Fine Grade Roadway	Sq. Yd.	49000	\$1.25	\$61,250.00	\$1.15	\$56,350.00	\$1.55	\$75,950.00	\$1.15	\$56,350.00	\$1.37	\$67,130.00
19	415	Furnish & Install HMA Pavement	Ton	10800	\$75.00	\$810,000.00	\$67.10	\$724,680.00	\$63.40	\$684,720.00	\$67.77	\$731,916.00	\$67.10	\$724,680.00
20	416	Furnish & Install Drilled Tie Bar	Each	600	\$8.00	\$4,800.00	\$8.00	\$4,800.00	\$8.00	\$4,800.00	\$6.00	\$3,600.00	\$8.00	\$4,800.00
21	417	Furnish & Install 1/2-inch Rods	Lin. Ft.	1000	\$1.00	\$1,000.00	\$1.40	\$1,400.00	\$1.40	\$1,400.00	\$2.00	\$2,000.00	\$2.00	\$2,000.00

**CONTRACT 3-22
STREET CONSTRUCTION
APPLE BLOSSOM, BYRD, FREDRICK, GREEN ACRES, HONEYSUCKLE, MEADOW, PRIMROSE AND WILD ROSE**

	22	418	Install Detectable Warning Fields (supplied by City)	Each	20	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$55.00	\$1,100.00	\$50.00	\$1,000.00
	23	419	Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	3000	\$10.00	\$30,000.00	\$8.89	\$26,670.00	\$5.30	\$15,900.00	\$8.89	\$26,670.00	\$15.00	\$45,000.00
	24	420	Install and Maintain Traffic Control	LS	1	\$20,000.00	\$20,000.00	\$1,500.00	\$1,500.00	\$5,500.00	\$5,500.00	\$86,000.00	\$86,000.00	\$25,600.00	\$25,600.00
Street Total							\$1,811,100.00		\$1,693,441.00		\$1,667,150.00		\$1,801,751.00		\$1,920,315.00
2-Inch Overlay - Apple Blossom, Blueberry, Cherry, Farm Ridge															
	25	501A	Mill & Prepare Existing Bituminous Pavement (Apple Blossom)	Sq. Yd.	4300	\$2.00	\$8,600.00	\$2.45	\$10,535.00	\$2.65	\$11,395.00	\$2.48	\$10,664.00	\$2.45	\$10,535.00
	26	502A	Prepare Existing Bituminous Pavement	Sq. Yd.	7800	\$2.00	\$15,600.00	\$0.45	\$3,510.00	\$0.95	\$7,410.00	\$0.45	\$3,510.00	\$0.45	\$3,510.00
	27	503A	Repair HMA Pavement (4-inch, 2 lifts)	Sq. Yd.	100	\$50.00	\$5,000.00	\$25.30	\$2,530.00	\$28.75	\$2,875.00	\$25.55	\$2,555.00	\$25.30	\$2,530.00
	28	504A	Furnish & Install HMA Thinlay Pavement (3/4" minimum)	Tons	475	\$100.00	\$47,500.00	\$86.90	\$41,277.50	\$86.00	\$40,850.00	\$87.77	\$41,690.75	\$86.90	\$41,277.50
	29	505A	Furnish & Install HMA Pavement (2-inch overlay on Apple Blossom)	Tons	520	\$85.00	\$44,200.00	\$72.30	\$37,596.00	\$69.35	\$36,062.00	\$73.02	\$37,970.40	\$72.30	\$37,596.00
	30	506A	Install and Maintain Traffic Control	Lump Sum	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$3,500.00	\$3,500.00
Alternate 1 Total							\$125,900.00		\$96,948.50		\$101,192.00		\$98,990.15		\$98,948.50
Alternate-4-Inch Overlay - Apple Blossom, Blueberry, Cherry, Farm Ridge															
	31	507B	Mill & Prepare Existing Bituminous Pavement (Apple Blossom)	Sq. Yd.	4300	\$2.00	\$8,600.00	\$3.10	\$13,330.00	\$4.40	\$18,920.00	\$3.13	\$13,459.00	\$3.10	\$13,330.00
	32	508B	Prepare Existing Bituminous Pavement	Sq. Yd.	7800	\$2.00	\$15,600.00	\$0.45	\$3,510.00	\$0.95	\$7,410.00	\$0.45	\$3,510.00	\$0.45	\$3,510.00
	33	509B	Repair HMA Pavement (4-inch, 2 lifts)	Sq. Yd.	100	\$50.00	\$5,000.00	\$25.60	\$2,560.00	\$28.75	\$2,875.00	\$25.86	\$2,586.00	\$25.60	\$2,560.00
	34	510B	Furnish & Install HMA Thinlay Pavement (3/4" minimum)	Tons	475	\$100.00	\$47,500.00	\$87.60	\$41,610.00	\$86.00	\$40,850.00	\$88.48	\$42,028.00	\$87.60	\$41,610.00
	35	511B	Furnish & Install HMA Pavement (4-inch overlay on Apple Blossom)	Tons	1040	\$80.00	\$83,200.00	\$69.40	\$72,176.00	\$66.10	\$68,744.00	\$70.09	\$72,893.60	\$69.40	\$72,176.00
	36	512B	Install and Maintain Traffic Control	Lump Sum	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$1,000.00	\$1,000.00
Alternate 2 Total							\$164,900.00		\$134,686.00		\$141,399.00		\$137,076.60		\$134,186.00
Fresh Air Park Parking Lot															
	37	601	Pulverize Bituminous Pavement	SY	2156	\$4.00	\$8,624.00	\$1.35	\$2,910.60	\$0.95	\$2,048.20	\$1.00	\$2,156.00	\$1.35	\$2,910.60
	38	602	Saw Bituminous Pavement	LF	114	\$3.00	\$342.00	\$1.55	\$176.70	\$1.30	\$148.20	\$3.00	\$342.00	\$3.00	\$342.00
	39	603	Unclassified Excavation	CY	210	\$15.00	\$3,150.00	\$25.90	\$5,439.00	\$13.50	\$2,835.00	\$30.00	\$6,300.00	\$22.00	\$4,620.00
	40	604	Furnish & Install Geoid	SY	648	\$2.50	\$1,620.00	\$3.10	\$2,008.80	\$1.65	\$1,069.20	\$3.00	\$1,944.00	\$2.10	\$1,360.80

CONTRACT 3-22
STREET CONSTRUCTION
APPLE BLOSSOM, BYRD, FREDRICK, GREEN ACRES, HONEYSUCKLE, MEADOW, PRIMROSE AND WILD ROSE

	41	605	Install Purverized Pavement Base	Ton	377	\$15.00	\$5,655.00	\$3.30	\$1,244.10	\$2.50	\$942.50	\$4.50	\$1,696.50	\$11.00	\$4,147.00
	42	606	Furnish & Install Crushed Aggregate Base	Ton	306	\$15.00	\$4,590.00	\$12.60	\$3,855.60	\$13.50	\$4,131.00	\$14.00	\$4,284.00	\$16.00	\$4,896.00
	43	607	Furnish & Install 3.5" HMA Pavement-two lifts	Ton	340	\$100.00	\$34,000.00	\$94.70	\$32,198.00	\$83.95	\$28,543.00	\$95.65	\$32,521.00	\$94.70	\$32,198.00
Fresh Air Park Parking Lot Total							\$57,981.00		\$47,832.80		\$39,717.10		\$49,243.50		\$50,474.40
Southview Park Basketball Court															
	44	701	Pulverize Bituminous Pavement	SY	411	\$4.00	\$1,644.00	\$2.40	\$986.40	\$3.30	\$1,356.30	\$7.00	\$2,877.00	\$2.40	\$986.40
	45	702	Remove Bituminous Pavement	SY	100	\$4.00	\$400.00	\$3.20	\$320.00	\$2.35	\$235.00	\$1.00	\$100.00	\$5.00	\$500.00
	46	703	Saw Bituminous Pavement	LF	20	\$3.00	\$60.00	\$1.65	\$33.00	\$2.40	\$48.00	\$5.00	\$100.00	\$3.00	\$60.00
	47	704	Unclassified Excavation	CY	7	\$15.00	\$105.00	\$200.00	\$1,400.00	\$9.15	\$64.05	\$100.00	\$700.00	\$64.00	\$448.00
	48	705	Furnish & Install Crushed Aggregate Base	Ton	191	\$15.00	\$2,865.00	\$15.50	\$2,960.50	\$13.50	\$2,578.50	\$0.01	\$1.91	\$16.00	\$3,056.00
	49	706	Furnish & Install 3" HMA Pavement	Ton	98	\$100.00	\$9,800.00	\$139.00	\$13,622.00	\$136.00	\$13,328.00	\$140.39	\$13,758.22	\$139.00	\$13,622.00
Southview Park Basketball Court Total							\$14,874.00		\$19,321.90		\$17,609.85		\$17,537.13		\$18,672.40
Base Bid Total:							\$2,124,555.00		\$1,936,466.20		\$1,977,408.95		\$2,077,561.78		\$2,145,210.30
With Alternate Bid Total:							\$2,163,555.00		\$1,974,203.70		\$2,017,615.95		\$2,115,648.23		\$2,180,447.80



*Department of
Parks & Recreation*

DATE: March 22, 2022
TO: Mayor Kaufert and members of the Board of Public Works Committee
FROM: Jim Kluge, Superintendent of Recreation
RE: Neenah Pool Water Slide Restoration

The Neenah Parks & Recreation Department accepted bids until Monday, January 31, 2022 for the Neenah Pool Water Slide Restoration project. Three qualified bids were received.

COMPANY	TOTAL PRICE
Fischer Bros. LLC (Chippewa Falls, WI)	\$ 74,300
Aquamen Waterslide Restorations (Hedgesville, WV)	No bid
Splashtacular (Paola, KS)	No bid
Safe Slide Restoration (Farmington, MO)	\$47,691
SlideRenu (Westerville, OH)	\$55,924

Budgeted: \$49,500 (2022 Capital Improvement Plan)

Staff recommends Safe Slide Restoration, Farmington, MO in the lump sum amount of \$47,691.

During the regular March 17, 2022, Commission meeting, the Parks & Recreation Commission motioned to recommend and accept the bid from Safe Slide Restoration, all voting 7-0.

Suggested Action: A motion to accept the bid from Safe Slide Restoration, Farmington, MO in the lump sum amount of \$47,691.



211 Walnut Street
Neenah, WI 54956

AN ORDINANCE: By Mayor Kaufert
Re: Amending Code Sec. 2-22 (g) and 2-58(c)
relating to Mayor and Aldermanic salary
increase for terms beginning April 2022.

ORDINANCE NO. 2022-09

Introduced: _____

Committee/Commission Action:

AN ORDINANCE

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

Section 1. Section 2-22(g) of the Code of Ordinances of the City of Neenah is amended by deleting the stricken language and adding the highlighted language to read as follows:

(g) *Salary of Mayor.* The salary of the Mayor of the City of Neenah shall be \$81,627.50 effective the third Tuesday of April, 2022. ~~as follows: commencing on the third Tuesday of April, 2006, \$73,770.00 per year; commencing on the third Tuesday of April, 2007, \$75,620.00 per year; commencing on the third Tuesday of April, 2008, \$77,700.00 per year; commencing on the third Tuesday of April, 2009, \$79,250.00 per year.~~

Section 2. Section 2-58(c) of the Code of Ordinances of the City of Neenah is amended by deleting the stricken language and adding the highlighted language to read as follows:

(c) *Aldermanic salaries.* Aldermen shall be compensated \$5,544 ~~\$5,280~~ on an annualized basis for aldermanic terms beginning on or after April 2022 ~~18~~. Aldermanic salaries shall be paid in monthly installments of 1/12th the annualized pay. The President of the Common Council shall be paid an additional \$60.00 per month.

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

Moved by: _____

Adopted: _____

Approved: _____

Published: _____

THIS INSTRUMENT WAS DRAFTED BY:
City Attorney Adam James Westbrook
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Attest:

Charlotte K Nagel, City Clerk