

CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING
October 11, 2022 @ 6:30 PM
City Hall, 211 Walnut Street
Council Chambers

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Wis. Stats. Sec. 19.84, that a majority of the Neenah Common Council may be present at this meeting. Common Council members may be present to gather information about a subject over which they have decision-making responsibility. This may constitute a meeting of the Neenah Common Council and must be noticed as such. The Council will not take any formal action at this meeting.

AGENDA

1. Approval of Minutes of the Meeting of September 27, 2022 (Attachment)
2. Public Appearances
3. Archaeology Survey Change Order for Commercial Street Design Contract (Attachment)
4. Commercial Street & Winneconne Avenue Intersection Control Evaluation (Attachment)
5. Special Event Barrier System-Additional Discussion (Attachment)
6. Police Department Update - Building Expansion Budget (Attachment)
7. Police Department Update – SRO Contract (Attachment)
8. TDS Update (Attachment)
9. Public Works General Construction and Department Activity (Attachment)
10. Announcements/Future Agenda Items
11. 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 at (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.

CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Tuesday September 27, 2022, 6:30 PM

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

Excused:

Also Present: Mayor Lang, City Attorney Rashid, City Clerk Nagel, Police Lt. Bone, Public Works Office Manager Mroczkowski, Steven Martin, Taylor Berkich, and Gregory Schaller

Approval of the September 13, 2022 Regular Meeting Minutes

Motion/Second/Carried by Hillstrom/Stevenson to approve the minutes of the September 13, 2022 regular meeting. All voting aye

Public Appearances:

None

Appeal of Dangerous Animal Appeal Designation Pursuant to Neenah Code §3-16- Steven Martin and Farrah Marquette, 925 Hunt Avenue

City Attorney Rashid stated for the record that he would be appearing for the City in the appeals. At City Attorney Rashid's direction the Clerk placed all witnesses under oath as they testified.

City Attorney Rashid called Lt. Bone as a witness.

Lt. Bone was sworn in.

Lt. Bone stated that he has been employed by the City of Neenah Police Department for 11 years. He stated that he is in charge of the dangerous animal program for the city. He stated that in this role he reviews any aggressive behavior, any dog fights, cat scratches, anything that's unusual with an animal that someone might have any kind of concern about. He stated that all of these police reports get forwarded to him and he reads them all. Lt. Bone stated that he then makes a determination on if the case meets the requirement for some type of declaration in the dangerous animal statutes.

City Attorney Rashid asked whether in regards to this particular dog that will be referred to hereby as Zeus, you made a designation on July 2, 2022, at the request of Police Chief Olson, this was a dangerous animal pursuant to the City of Neenah Code §3-16.

Lt. Bone stated yes.

City Attorney Rashid asked Lt. Bone to testify to what led him to make that declaration with regard to Zeus.

Lt. Bone stated that there have been five interactions with Zeus and police officers. One in 2018, one in 2020, one in 2021 and two in 2022. He stated the incident in 2018 happened to be with myself. He stated Zeus was at large and off his property and the police were called. He stated that he responded to the call. He stated that he made contact with Zeus and tried to get him back in his yard. Lt. Bone stated that Zeus started to advance on him in an aggressive manner and backed him up all the way across the street to the point that he felt the need to use his Taser on the dog. Lt. Bone stated that, eventually Zeus ran away and got trapped in a backyard and the owner was contacted to come and get him.

City Attorney Rashid asked Lt. Bone what is meant by a dog at large.

Lt. Bone stated that the dog is not under the control of his owner by not being on a leash, under verbal control, or not on owner's property.

City Attorney Rashid asked Lt. Bone if that in itself is a violation of the city ordinance.

Lt. Bone stated yes it is.

City Attorney Rashid asked Lt. Bone with regards to the 2018 incident did he declare Zeus under the city ordinance that he was a potentially dangerous animal.

Lt. Bone stated that based on his interactions with Zeus, he gave the declaration of a potentially dangerous animal which is basically an advisement that the animal has aggressive behavior.

City Attorney Rashid asked Lt. Bone to testify to the incident that occurred in 2020.

Lt. Bone stated that this incident, Zeus was loose at the Hoover Elementary School, which is directly across the street from Zeus's owner's property. Lt. Bone stated that there is a large playground and large field that's attached to Hoover Elementary School. He stated that this time, Zeus was loose in the property which resulted in a citation for animals at large and no dog or cat license.

City Attorney Rashid asked Lt. Bone if all pets are required to be registered or licensed in the City of Neenah. He stated that if an owner fails to register their animal they could be cited.

Lt. Bone stated yes.

City Attorney Rashid asked Lt. Bone to testify to the incident that occurred in 2021 involving Zeus where he bit someone.

Lt. Bone stated that this incident Zeus was loose, but in his own yard. He stated that family members or friends that were there at the house at the time were trying to corral the dog and keep him contained. Lt. Bone stated that this incident did not result in a declaration of a dangerous animal. He stated that the same scenario with another dog wouldn't have been declared either because the dog was on his own property. Lt. Bone stated that this incident resulted in a no dog cat license citation. Lt. Bone noted that the

owner was cited for failing to follow the quarantine order, which to him is a red flag for the ownership of the dog in the city. He stated that when a dog or a cat, bites or scratches somebody, there's a quarantine order that has to be followed to ensure that it's not that it's not infected with rabies, and that was not followed.

City Attorney Rashid asked Lt. Bone if he could have declared Zeus a dangerous animal in 2021.

Lt. Bone stated that incidents need to occur within 36 months of each other. He stated he would have to look at the records to verify that so he cannot give an answer to the question.

City Attorney Rashid asked Lt. Bone to testify to the incidents that have occurred in 2022 involving Zeus.

Lt. Bone stated that there have been two incidents in 2022. The one that is being appealed is case No.11-037. He stated that incident resulted in the most immediate declaration. Lt. Bone stated that this incident involved Zeus lunging aggressively towards a citizen which resulted in an officer being dispatched to the scene. He stated that there was a citizen that was witnessing the incident and he ran out with was like a La Crosse stick to defend another lady because he felt that Zeus was acting aggressively toward this lady. Upon arrival of the officer, the dog was started to act aggressively towards him too. Lt. Bone stated that Zeus was contained and the owner was issued citations for animal at large, no license and then was given the dangerous animal declaration after review of the police report.

Lt. Bone continued his testimony stating that, approximately 10 days ago, well after the dangerous dog declaration had been issued, the same type of incident occurred. He stated that there was a plumber on a different property on the 900 block of Hunt Avenue that became trapped in his car because there was an aggressively barking dog at large. Lt. Bone stated an officer was dispatched to the scene and upon arriving, witnessed Zeus on his own property. He stated that Officer Barry made contact with the plumber who identified the dog, Zeus, as the dog that was barking and being aggressive. He stated that the responding officer reported that upon arriving, the dog was not barking but began to bark again and started to get aggressive and advance towards Officer Barry. Lt. Bone stated that at this time, Officer Barry moving towards his squad car because Zeus was starting to charge him. He stated that Officer Barry described the incident that when he was getting in his car and closing the door, the dog was jumping up on the car door while he was in the squad car. Lt. Bone stated that Zeus was being very aggressive. He further noted that this type of behavior is very unusual and is not the norm for any of the reports that he has read for a dog to act this way towards people as far as their presentation with aggressiveness.

City Attorney Rashid asked Lt. Bone if Officer Barry was retreating into his squad.

Lt. Bone stated yes, as Zeus was starting to advance towards him, Officer Barry moved toward his squad car to get in to try and alleviate the situation. Lt. Bone stated that

Officer Barry, once he got in his squad car, drove to 925 Hunt Avenue, where the dog was finally taken control of and contained.

City Attorney Rashid asked if this most recent incident occurred on September 19, 2022, after it has been designated a dangerous animal under the ordinance and after the owner had filed the appeal of declaration. Lt. Bone confirmed it was.

City Attorney Rashid asked Lt. Bone what concerns him in regards to the dog and the neighborhood it resides in.

Lt. Bone stated his concern is the overall size of the dog, its aggressive nature that it has demonstrated to people and the fact that it resides directly across the street from Hoover Elementary School.

City Attorney Rashid addressed Chairperson Lendrum, and asked the appellant if he had any questions for Lt. Bone.

Mr. Martin stated he had no questions for Lt. Bone.

Mr. Steven L. Martin, 925 Hunt Avenue, was sworn in.

Mr. Martin stated that the testimony of Lt. Bone is accurate, but at the same time the earlier episode with Zeus he was a puppy. He stated that his neighbors have gotten to know Zeus and he'll run to them when outside. Mr. Martin stated that Zeus has been mistaken before for a dog that might attack somebody and as Lt. Bone stated earlier, Zeus is very capable in his appearance and demeanor that if he wanted to attack somebody, he would. Mr. Martin stated that he thinks that Zeus is an overly friendly dog and then when people get afraid of him, he reads that energy and he barks as a form of communication but he does not think Zeus is doing anything that would injure somebody. Mr. Martin stated there was an incident in the driveway where Zeus had gone through the screen door and in the excitement, my son ran out the screen door after him, yelling for him. Mr. Martin stated that his son's, friend's mother was in a Suburban in the driveway, and she hopped out trying to help and when she hopped out, Zeus went to hop in the car and it startled the mother, she kicked her legs and Zeus caught the back of her ankle. He stated that as soon as Zeus did that he put his head down tail between his legs, and he walked immediately to the door because he knew he had done something wrong.

Mr. Martin stated that Zeus's escapes are inexcusable. He stated that Zeus now has a shock collar and he has received quotes for installing a fence. Mr. Martin stated that there are no excuses for his actions.

City Attorney Rashid asked Mr. Martin if he acknowledges that on two occasions Zeus has come after police officers and backed them toward their squad cars.

Mr. Martin stated yes. He stated that the incident that occurred in 2018 with Lt. Bone, Zeus was barking at someone across the street because he had gotten off his cable. Mr. Martin stated that he was at a wedding and knew it was going to be over six hours and left Zeus on a cable attached to a collar in the back yard. He stated that Zeus got free of the collar and was barking at the neighbor across the street. Mr. Martin stated

that when the officer arrived, Zeus had run back into his yard but wasn't able to be contained so when he started running aggressively towards the officer, the officer Tasered Zeus.

City Attorney Rashid inquired of Mr. Martin the concerning characteristics of the neighborhood, the fact that there was a resident that yielded a La Crosse stick to defend a resident and that he has been cited at least two times for a dog at large over the past three years. Mr. Martin acknowledge these things.

Mr. Martin stated that he has received quotes for a fence to keep Zeus contained to the yard and is willing to have him neutered.

City Attorney Rashid asked Mr. Martin, if the committee should uphold the decision of Lt. Bone, that his dog is a dangerous animal, whether he willing to follow the ordinance that when the dog is outdoors he'll be muzzled and leashed, when he's indoors, he'll be confined in a manner that he can't get out through a window or a screen door and that sort of thing. And whether he also agrees that if Zeus is outdoors and not muzzled or leashed that he would be in a city approved kennel the specifications for which are spelled out in the ordinance and that to get a special dangerous dog license, there are other requirements that the ordinance provides that you would have to follow if he wanted to keep this dog?

Mr. Martin stated yes.

Aldersperson Hillstrom asked how many times the owner has been cited for not having a dog license.

Lt. Bone stated, that with the last incident in September, there would be three.

Aldersperson Hillstrom stated that Mr. Martin stated that he would muzzle the dog when outside, but there have been two incidents since the first one in 2018, yet the dog is not being muzzled and asked Mr. Martin to explain.

Mr. Martin stated that Zeus had not been declared a dangerous animal yet so they did not want to muzzle him if he didn't need to be.

Aldersperson Hillstrom asked Mr. Martin if he has bought a muzzle.

Mr. Martin stated no, he was waiting for the outcome of this hearing.

Aldersperson Stevenson stated that in Mr. Martin's testimony he indicates that he is willing to meet all the criteria that is in the city ordinance regarding owning a designated dangerous animal.

Mr. Martin stated that he is fighting for a family member not to have the extremities that could be pushed upon him, but we are willing to deal with them if need be.

Aldersperson Weber asked how old Zeus is.

Mr. Martin stated that he is three years old.

Aldersperson Weber asked about the PTSD that Zeus suffers from that was mentioned in the appeal letter.

Mr. Martin stated that his fiancé wrote the letter and that in her opinion he suffers from PTSD. He stated that he does not believe that Zeus suffers from PTSD. He has never been diagnosed by a veterinarian for PTSD.

Alderson Borchardt asked Lt. Bone if he had not tased the dog, did he feel an imminent danger that Zeus would have attacked him

Lt. Bone stated that he would not have tased him unless he felt like the situation had reached that point.

Alderson Borchardt stated that his biggest concern about the dog is if Lt. Bone hadn't been there with the taser, we're having another incident and another situation that could have been even worse if it was a kid playing or something like that. He stated that he is also concerned that there seems to have been opportunity to take corrective measures and none were taken. He stated now that there is a declaration and the owner is saying he will do what it takes to prevent future situations, but prior to the declaration was not.

Mr. Martin stated that he understand that there appears to be a lack of priority dealing with the situation. He stated there are some family dynamics that have added to Zeus being left out unattended. He stated those have been dealt with.

Alderson Hillstrom asked Mr. Martin if Zeus has been to any training classes.

Mr. Martin stated no formal training. He stated that as far as a neighborhood awareness for safety, if he was going to injure somebody it would have happened already. He's just a dog that gets out and barks when people go by and they get nervous because they see the kind of dog he is.

City Attorney Rashid stated that he feels the city has met its burden of proof that the designation by Lt. Bone was tempered over a number years. He stated that Lt. Bone could have made this designation in my legal opinion in 2021 but did not do so. City Attorney Rashid stated that the owners have been given the benefit of the doubt repeatedly, and it's astonishing to him that more measures weren't taken between July 2 and September 19 of last week, when the owners were certainly on notice. He stated that respectfully, he does not think the owners are taking this seriously enough. He stated we shouldn't wait until a little child has been bitten and hurt before action is taken. He stated that the ordinance is there for a reason and the city has met the stipulations of it and I would ask respectfully that the committee uphold Lt. Bone's designation.

Motion/Second/Carried Stevenson/Borchardt to convene into Closed Session in the Mayor's office, pursuant to Wis. Stat. §19.85(1)(a) for the purpose of conducting deliberations regarding the Dangerous Animal Designation Appeal by Steven Martin & Farrah Marquette, 925 Hunt Avenue. All voting aye.

Motion/Second/Carried Borchardt/Stevenson to reconvene into Open Session to announce result of deliberations on appeal of Dangerous Animal Designation Appeal by Steven Martin & Farrah Marquette, 925 Hunt Avenue for Zeus. All voting aye

Motion/Second/Carried Stevenson/Borchardt to uphold the Dangerous Animal Designation for Zeus. All voting aye

Appeal of Dangerous Animal Appeal Designation Pursuant to Neenah Code §3-16-
Lauren Lo Bianco and Taylor Berkich, 352 Stanley Court

City Attorney Rashid called Gregory Schaller as a witness.

Gregory Schaller, 300 Stanley Court, Neenah WI was sworn in.

City Attorney Rashid asked Mr. Schaller if he recalls the incident that occurred on July 2, 2022 on Stanley Court.

Mr. Schaller stated that he recalls the incident.

City Attorney Rashid asked Mr. Schaller if he had been bitten by a German Shepard near his home on that date of July 2, 2022 and to explain to the committee what happened.

Mr. Schaller stated that he lives about 10 houses away from 352 Stanley Court. He was going to help a friend who lives next door to 352 Stanley Court. He stated that when he arrived, his friend's door was partially open. Mr. Schaller stated that his friend sometimes sits around the building on a lawn chair so he wandered around a little bit trying to locate the friend. Mr. Schaller stated about 20 feet away he came around a storage shed and saw a lady sitting on the grass, it was Ms. Berkich's roommate Ms. Lo Bianco. He stated that he hollered over to her to see if she had seen his friend Paul. Mr. Schaller stated the next thing he saw were the three dogs next door. He stated that he must have startled them because two of them charged him and one of them bit him on his hand.

Mr. Schaller showed the committee the back of his right hand.

City Attorney Rashid stated that it was his understanding that there's significant scarring on the back of Mr. Schaller's right hand. He asked Mr. Schaller if that was correct.

Mr. Schaller stated that there was a whole piece of skin that was torn off. He stated that it was just hanging down. He stated that he went to the hospital to have it looked at.

City Attorney Rashid asked Mr. Schaller if he had to have surgery to repair the damage to his hand.

Mr. Schaller stated that he did. He stated the first skin graft surgery was on the day after he was bitten and the second skin graft was on August 9, 2022. He stated there was no tendon damage. Mr. Schaller stated that it will take about two years for it to heal.

City Attorney Rashid asked Mr. Schaller if he experienced any pain and suffering as a result of the bite.

Mr. Schaller stated there was some discomfort for a couple of months.

City Attorney Rashid asked Mr. Schaller if he had incurred significant medical bills as a result of that incident.

Mr. Schaller stated there were medical bills. He stated that Medicare paid most of it. He stated that he was told Ms. Berkich and Ms. Lo Bianco had no insurance.

City Attorney Rashid asked Mr. Schaller if the German Shepherd named Beau was the dog that attacked him and bit his hand.

Mr. Schaller stated that he had read the police report and saw the name in the report. He stated he had never met the dog before.

City Attorney Rashid asked Ms. Berkich if she had any questions for Mr. Schaller.

Ms. Berkich stated she had no questions.

City Attorney Rashid asked the Committee if they had any questions for Mr. Schaller.

Alderman Borchardt asked Mr. Schaller what happened immediately following the incident.

Mr. Schaller stated that he called 911. He stated that he backed up to the building behind him and kept an eye on the dog. He stated that he did not want to lose site of the dog.

Alderman Borchardt asked Mr. Schaller if the dog bit and then let go right away.

Mr. Schaller stated that it was just the one bite. He stated that the owner of the dog yelled no, stop and the dog went back to the owner.

City Attorney Rashid called Lt. Bone as a witness, and confirmed his oath.

City Attorney Rashid asked Lt. Bone if he was on duty on July 2, 2022 when an incident involving a German Shepherd named Beau occurred.

Lt. Bone stated yes, he was on duty.

City Attorney Rashid asked Lt. Bone to confirm that he had not done the initial investigation, but picked this up about eight days later on July 10.

Lt. Bone stated that is correct.

City Attorney Rashid asked Lt. Bone to tell the committee his involvement in the investigation of the dog bite to Mr. Schaller.

Lt. Bone stated that he is in charge of the dangerous animal program for the city. He stated that he reviews all animal bites, dangerous animal activity or suspicious animal

activity to see if it meets the statutory requirement for any type of declaration. Lt. Bone stated that after reviewing the police report for this incident and understanding that the victim had received a substantial injury which resulted in multiple surgeries and skin grafts, he reviewed the prohibited animal ordinance and felt that it met that definition. He stated with having met the prohibited dangerous animal definition, along with the seriousness of the injury, his own personal experience with reviewing every animal bite that comes through, and understanding that this is a very unusual and very serious bite, he made the declaration for this to be a prohibited dangerous animal in the city.

City Attorney Rashid asked Lt. Bone to explain to the committee the prohibited dangerous animal ordinance and what it means?

Lt. Bone read to the Committee the prohibited danger animal ordinance which states “any animal that, without provocation has killed a pet or human being or without provocation inflicts great bodily harm on a pet or human being or has on two or more repeated occasions bitten or attacked a pet or animals or human beings without provocation on either public or private property at a level of aggression that meets the definition for dangerous animals”. Lt. Bone stated that in this case, this attack was without any kind of provocation and inflicted great bodily harm.

City Attorney Rashid asked Lt. Bone if great bodily harm is defined in other city ordinances.

Lt. Bone stated yes.

City Attorney Rashid asked Lt. Bone if the ordinance includes other serious bodily injury.

Lt. Bone stated yes.

City Attorney Rashid asked Lt. Bone if it was his belief that what Mr. Schaller suffered as a result of this dog bite was “other serious bodily injury”.

Lt. Bone stated yes.

City Attorney Rashid asked Lt. Bone what is the significance under city ordinance of the designation as a prohibited dangerous animal for the owner.

Lt. Bone stated that the animal cannot live in the city. He stated Ms. Berkich will have to rehome the dog or move.

City Attorney Rashid stated that unlike the last hearing where there was a dangerous dog license available under our ordinance, there is no such license available for a dog that's declared a prohibited dangerous animal.

Lt. Bone stated that is correct.

City Attorney Rashid asked Lt. Bone if he is asking this committee to uphold his designation of this animal, Beau, as a prohibited dangerous animal in the City of Neenah.

Lt. Bone stated that is correct.

City Attorney Rashid stated that he had no further questions for Lt. Bone.

City Attorney Rashid asked Ms. Berkich if she had any questions for Lt. Bone.

Ms. Berkich stated no.

City Attorney Rashid asked the Committee if they had any questions for Lt. Bone.

Aldersperson Stevenson asked for clarification regarding the number of bites allowed before an animal is declared as a prohibited dangerous animal.

City Attorney Rashid stated there are four subsections in the ordinance and the incident has to meet only one of the four. He stated the one that is being focused on related to this incident being a prohibited dangerous animal is “any animal that, subsection two, without provocation inflicts great bodily harm on a pet animal or human being”. He stated there are other sections that could apply. City Attorney Rashid stated that Lt. Bone mentioned subsection three which may or may not apply but for purposes of this case the City does not need this Committee to consider any other subsections other than the one that mentions “causing great bodily harm” to prove meet its burden.

Aldersperson Borchardt asked if Beau was in his own yard.

Ms. Berkich stated he was in the backyard of the apartment complex.

Aldersperson Hillstrom asked Lt. Bone if he talked with neighbors regarding this incident and if there are any other incidents involving Beau.

Lt. Bone stated that he did not talk to other people, but he always looks up the dog’s background and he does not remember seeing any other incident or fights.

Aldersperson Lendrum asked if the apartment complex is in a single family, residential neighborhood. She asked how Mr. Schaller came to be in the backyard of his friend’s home

Lt. Bone stated that Mr. Schaller’s address is listed as 300 Stanley Court in the police report.

Aldersperson Lendrum asked Mr. Schaller if his friend lives in a single family home next to the apartment complex.

Mr. Schaller stated no, he lives in a 4-plex apartment building.

City Attorney Rashid asked Ms. Berkich if she had any questions for Lt. Bone.

Ms. Berkich stated no.

City Attorney Rashid asked Ms. Berkich if she would like to make a statement.

Ms. Taylor Berkich, 352 Stanley Court was sworn in.

Ms. Berkich stated that with Beau not having done this ever before it is unfortunate that it took this incident to get him into training. She stated she is working with a trainer named Carrie at Better Together Training with positive reinforcement and clicker training and specifically working with strangers in what Beau would consider his space.

She stated that she is also muzzle training. Ms. Berkich stated she is also working with a vet on anxiety management because she believes that is part of it why Beau did what he did. Ms. Berkich stated that Beau was outside with three dogs and shouldn't have been. She stated that it was not a responsible way to handle him. She stated it has not happened again nor will it ever happen again. Ms. Berkich stated that since the incident she is always vigilant with him wearing his harness vest and leash. She stated that her and her roommate are trying to minimize the risk as much as possible until they can get out of this lease and move to their own space because she doesn't think that her situation is fit for living in an apartment. Ms. Berkich stated that she handled the situation incredibly irresponsibly and unfortunately, the result is there's a victim and Beau has hurt people now. She stated that is something she is so sorry about. Ms. Berkich stated that she is willing to do anything in order to keep him.

Aldersperson Lendrum asked Ms. Berkich if there are three dogs living in the apartment.

Ms. Berkich stated yes, three dogs.

Aldersperson Lendrum asked if there are any questions from the committee.

Aldersperson Weber asked how old the dog is and has he always had anxiety.

Ms. Berkich stated Beau is 6 years old and has always been a little bit anxious but never to the result of what happened.

Aldersperson Stevenson asked Ms. Berkich how long before her lease is up.

Ms. Berkich stated July of 2023.

Aldersperson Hillstrom asked Ms. Berkich if Beau was licensed at the time of the incident.

Ms. Berkich stated he wasn't.

City Attorney Rashid asked Ms. Berkich if the fact the dog was startled caused this incident in her opinion.

Ms. Berkich stated she believes he was startled not having seen the man before he came around the corner.

City Attorney Rashid asked Ms. Berkich if she thought it's normal for any dog, after being startled, to just bite somebody.

Ms. Berkich stated absolutely not.

City Attorney Rashid asked Ms. Berkich if she knew that this dog had the potential or propensity to bite somebody.

Ms. Berkich stated she had never seen it to that extent, no.

City Attorney Rashid stated that Ms. Berkich stated to this committee that she was very irresponsible prior to this incident in the way she was handling the dog. He asked what she meant by that.

Ms. Berkich stated that the situation was irresponsible in that she was outside with three dogs at one time knowing that Beau has anxiety around people showing up in the yard.

City Attorney Rashid asked Ms. Berkich if there is a place where this dog can go temporarily until she can move.

Ms. Berkich stated she will have to ask for a favor from someone. She stated that if the liability is on her, allowing somebody else to take that responsibility, she would be very nervous.

Aldersperson Borchardt asked Lt. Bone if it matters the severity of the bite or the extent on the type of declaration that is decided on.

Lt. Bone stated that Mr. Schaller said he thought he probably startled he dog. Lt. Bone noted that he doesn't just read some of the animal bite cases, he reads every single animal bite, every single cat scratch report that comes to him. Lt. Bone stated that the severity of this injury is outstanding and not the norm. He stated that in a five year period, this is going to happen one or two times. Lt. Bone stated that the severity of the injury is what caused the declaration. He stated that had it been a nip on the ankle or a nip on the hand or if it was just a puncture wound it would not have resulted in this declaration.

Aldersperson Stevenson stated there must be a number of dogs within the city limits that you've reviewed bite cases for that have not received a prohibitively dangerous animal designation.

Lt. Bone stated that is correct. He stated we just had a bite that did not receive any declaration because of the circumstances around the bite.

Aldersperson Stevenson confirmed that the rationale for the prohibited dangerous animal declaration was the severity of the wound.

Lt. Bone stated that the severity of the injury is what makes it meet the statute for the declaration.

Aldersperson Stevenson asked Lt. Bone what would have had to happen differently for this bite to be designated just a dangerous animal versus a prohibitively dangerous animal.

Lt. Bone stated that it is a different statute. He stated that the statute reads a "dangerous animal inflicts substantial bodily harm on a human being or domestic animal without provocation on public or private property", so based on that, this incident could have met that definition. He stated that his opinion, that the severity of injury raises it to the level of "great bodily harm", which is a different statute.

Motion/Second/Carried Borchardt/Stevenson to convene into Closed Session in the Hauser Room, pursuant to Wis. Stat. §19.85(1)(a) for the purpose of conducting deliberations regarding the Prohibited Dangerous Animal Designation Appeal by Lauren Lo Bianco and Taylor Berkich, 352 Stanley Court, Neenah WI. All voting aye.

Motion/Second/Carried Hillstrom/Borchardt to reconvene into Open Session to announce result of deliberations on appeal of Prohibited Dangerous Animal Designation Appeal by Lauren Lo Bianco and Taylor Berkich, 352 Stanley Court, Neenah WI for Beau. All voting aye

Motion/Second/Carried Weber/Borchardt to uphold the Prohibited Dangerous Animal Designation for Beau.

Aldersperson Stevenson stated that this is difficult case. He stated that he respects the professional recommendation of Lt. Bone. He stated that he supports a dangerous animal designation declaration through July of 2023 at which point the dog would become a potential or prohibitive dangerous animal. He stated this would allow Ms. Berkich to obtain a dog license as a dangerous dog and muzzle the dog when it's outside. Aldersperson Stevenson stated that it would allow her eight months to keep the dog under control, and potentially find some other place to move into. He stated that she would also have to meet all the other requirements of the statute for a dangerous animal declaration which would be insurance, she couldn't fence the property unless she got the approval from the owners of the property so that would not be an eligible thing to do. Aldersperson Stevenson stated he will not support the motion.

Aldersperson Lendrum stated that the committee had a serious deliberation about this case. She stated that her thought is that the risk is just too great for this animal to go that long in an apartment complex. Aldersperson Lendrum stated she will be voting to uphold the declaration.

Vote 4/1(Aldersperson Stevenson voting nay)

Approval of 2022-2023 Winnebago County Joint Powers Agreement 911 Emergency System

Report

Following Discussion: Motion/Second/Carried Stevenson/Hillstrom to approve the 2022-2023 Winnebago County Joint Powers Agreement 911 Emergency System. All voting aye.

Public Works General Construction and Department Activity

- 1) Contract 7-21 (Harrison Pond): Pond excavation is complete. The retaining wall is in place and staining is nearly complete. Work has started on the steps and sidewalk along the wall.
- 2) Contract 8-21 (Jewelers Park Drive Trail): Work is complete. A final pay request is being prepared.
- 3) Contract 2-22 (Utility and Street Construction on Grove and Dieckhoff): The mainline street paving is complete. Work on driveway and sidewalk replacement started on 9/23.
- 4) Contract 3-22 (Street Construction in Fredrick Drive area, Fresh Air Pk, Southview Pk): Work on Fresh Air Park, Shootingstar/Armstrong and the Southview Park basketball court is complete. Concrete repairs in the Fredrick Drive area are complete. Landscaping is 60% complete. Fine-grading is nearly complete. Paving is scheduled for the first week of October.
- 5) Contract 4-22 (S. Commercial Utility Construction): There are some small pieces of asphalt paving still left to do.
- 6) Contract 6-22 (Epoxy Pavement Marking): Some spot markings will be done this year. The remainder of the work identified for 2022 will be rolled into 2023 work.
- 7) Contract 7-22 (Winneconne Ave Overpass Repairs): Repairs to the south column are complete. Patches on the westbound lanes have been poured. Replacement of the north half of the expansion joints is ongoing.
- 8) Contract 8-22 (Miscellaneous Asphalt Repairs): This contract was awarded to Northeast Asphalt. Work has not been scheduled but typically takes place in October.
- 9) Contract 11-22A (Lead service line replacement – Zemlock/Reddin): The contract was awarded to Donald Hietpas & Sons Construction. A schedule has not been set.
- 10) Contract 11-22B (Lead service line replacement – Hunt/Madison/Nicolet): The contract was awarded to Carl Bowers & Sons Construction. A schedule has not been set.
- 11) CB/JJ Roundabout: The roundabout project is scheduled to open the week of September 26.

Public Works Office Manager Mroczkowski informed the Committee that the roundabout would officially open Thursday, September 29th.

- 12) Ponds in New Subdivisions: We are working through the steps with the developer of the Integrity Acres Subdivision to take over ownership of the retention pond in that development per the conditions of the development agreement. Minor work remains to be done on the two ponds in the Freedom Acres development before we begin the ownership transfer process.

- 13) Recycling Audit: Winnebago County pulled a random recycling truck load on 8/31/2022 and our contamination rate of a sample came in at 11.55%. This is about average for their system and in line with the other audits that they've done. The contaminant materials found were actual trash, styrofoam, textiles, yard waste, construction materials, wrappers/napkins/packaging, recyclable film plastics, scrap metal, rigid plastics and other non-recyclable plastics. Several of these items have alternative recycling opportunities. We are preparing information to post on our website and social media to inform the public of these contaminants.

Aldersperson Hillstrom stated he would like to see something mentioned in the newsletter and website about the recycling audit.

Aldersperson Stevenson stated he would like to see a dollar value for the 11.5%

Announcements/Future Agenda Items

None

Adjournment: **Motion/Second/Carried Hillstrom/Borchardt to adjourn at 8:18 PM.**
All voting aye.

Respectfully submitted,



Public Works Office Manager



M E M O R A N D U M

TO: Mayor Lang and Members of the Common Council
FROM: James Merten, Traffic Engineer
DATE: October 6, 2022
RE: Archaeology Addendum for Commercial Street Design Contract

As part of plan development for a project using federal or state funds, an evaluation is made of historical and archaeological resources in the project area. The lowest level of effort for these evaluations is placement on the State of Wisconsin screening list. This is the level of effort included in our contract with Westwood for the design of S. Commercial Street. The State has determined that the project requires a greater level of effort for the evaluation of archaeological resources due to the amount of new real estate impacted by the project in both temporary easements and fee acquisitions.

As a result, the State is requiring an archaeological field survey be conducted. As this was not included in the contract, Westwood has put together the attached contract amendment to cover the additional work. The total cost for the proposed work is \$10,180.

\$8,920 of the amendment is for TRC, a subconsultant, to conduct the archaeological field study. \$1,260 is for Westwood to prepare the Section 106 submittal package, prepare the property owner letters, and provide coordination between TRC and the State (estimated at 7 hours of work).

Staff recommends approving the attached contract amendment, for the purposes of conducting an archaeology field survey, as required by WisDOT.

Westwood

Westwood Infrastructure, Inc. Project Change Order
Number 1

PROJECT NAME: S Commercial Street Reconstruction
PROJECT NUMBER: R3001439.00
CLIENT NAME: City of Neenah
DATE OF CHANGE ORDER: July 7, 2022
PROJECT MANAGER: Phil Roberts

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

1. REVISION REQUESTED BY: *James Merten*
2. REQUESTED REVISIONS: The Commercial Street Reconstruction project does not qualify for the Section 106 screening list for archaeology. A Phase 1 Archaeological Survey is required. Westwood will perform the following:

A. See Attachment A

3. REVISION TO FEES:

ITEM	METHOD	FEE
<i>CO #1 from 2. above</i>	<i>Lump Sum</i>	<i>\$ 10,180.00</i>
<i>Original Contract – Design Services</i>	<i>Lump Sum</i>	<i><u>\$421,840.00</u></i>
<i>New Design Services Total</i>	<i>Lump Sum</i>	<i><u>\$432,020.00</u></i>
<i>Real Estate Acquisition</i>	<i>Unit Price</i>	<i><u>\$135,600.00</u></i>
<i>NEW CONTRACT TOTAL</i>		<i><u>\$567,620.00</u></i>

4. COMMENTS/ASSUMPTIONS: See Attachment A

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

WESTWOOD INFRASTRUCTURE, INC.



Signature

Name: Phillip T. Roberts

Date: October 4, 2022

CITY OF NEENAH

Signature

Name: _____

Date: _____

Project Description

The Commercial Street Reconstruction project requires a Phase 1 Archaeological Survey.

Project Scope

Westwood will provide the following professional services for the project.

Project Administration and Coordination

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

Phase 1 Archaeological Survey

- Prepare property owner notification letter
- Consultation and background research
- Archaeological fieldwork
- Analysis and reporting
- Section 106 submittal

Schedule

- Fieldwork will be undertaken in 2022 while the ground is free of frost and relatively dry.

Information Provided by Neenah

- Mailing of property owner notification letters

Extra Work

- Curation of any artifacts found that are not wanted by the property owner



6737 West Washington St.
Ste. 2100
West Allis, WI 53214

T 262.879.1212
TRCcompanies.com

September 30, 2022

Ms. Peggy Hawley
Westwood
1 Systems Drive
Appleton, WI 54914

RE: Phase I Archaeological Survey for Road Reconstruction in Neenah, Wisconsin
WisDOT Project ID 4993-01-00
Stanley St. – Tyler St.
South Commercial Street, Neenah
TRC Proposal No. 514614.9990

Dear Ms. Hawley:

TRC Environmental Corporation (TRC) is pleased to provide this proposal for the above referenced project. This proposal is based on information provided by your office and our general knowledge of regional archaeology. The proposed archaeological survey will satisfy any archaeological requirements that may be imposed for regulatory compliance purposes and will meet the standards for archaeological survey as outlined in the Guide for Public Archaeology in Wisconsin (*Guide*).

The proposed work will consist of three tasks as outlined below and in the attached budget estimate.

TASK 1. CONSULTATION AND BACKGROUND RESEARCH

The first task is to gather background information on known cultural resources on or adjacent to the project areas. The background research will include an examination of the following sources:

- The Wisconsin Historic Preservation Database (WHPD);
- Published and on-line information on archaeological surveys in the area; and
- Historical maps, aerial photographs, and other information available at the Wisconsin Historical Society (WHS) Archives Division, or at the Winnebago County Courthouse.

As part of this task, we will assist as needed with any required consultation with the State Historic Preservation Office (SHPO), or the Office of the State Archaeologist (OSA), and any other agencies.

TASK 2. ARCHAEOLOGICAL FIELDWORK

Fieldwork will consist of shovel testing all properties, where possible, indicated on the maps provided by Westwood; surface collection will be used wherever ground surface cover is less than 25 percent. Much of the work area is paved or in some way not viewable through conventional archaeological field techniques. The purpose of the survey is to determine whether an archaeological site will be affected by the proposed project. We will review old aerial photos, as-builts, and grading plans (if available) to assess the likelihood of the existence of extant underground archaeological deposits. Areas that have already been surveyed for archaeological sites will not be covered again.

If prehistoric or pre-modern historic period artifacts are recovered, or if there is other evidence of an archaeological site, standard procedures (without excavation) will be followed to gather preliminary information on site size, location, integrity, and cultural affiliation. The location and limits of the site will be recorded, and a measured sketch map will be produced showing the location of all finds. The finds will be photographed and identified by lat./long. with a tablet and geode with sub-meter accuracy. Notes will be taken concerning site location and condition.

TASK 3. ANALYSIS AND REPORTING

When fieldwork has been completed, artifacts and other project materials will be returned to TRC's West Allis, Wisconsin office for processing. There, artifacts will be cleaned and catalogued, and will be studied to determine site age and integrity, if possible, with the field survey information. Based on this information and the results of background research, recommendations will be made concerning the potential National Register of Historic Places (NRHP) significance of any site discovered, and the appropriate treatment for each resource, if that is necessary.

Upon completion of the analysis, TRC will provide a full report detailing the results of the background research, fieldwork, and analysis for the project. The report will follow the *Guide* and will include ways to avoid or minimize any potential project impacts. TRC will respond promptly to any requests for revisions and will provide a final copy of the revised draft report promptly.

CORPORATE AND STAFF QUALIFICATIONS

TRC is a full-service cultural resources firm with offices in West Allis and Madison, Wisconsin. Mr. Allen Van Dyke will serve as Principal Archaeologist while the archaeological survey will be directed by Ms. Rachel Klabacka.

SCHEDULE

Fieldwork for the project can be undertaken in 2022 while the ground is free of frost and relatively dry. TRC will provide the draft report and site forms within ten days (or less) of completion.

BUDGET ESTIMATE

The budget estimate of **\$8,920** is provided on a time and materials, maximum-not-to-exceed basis. The budget is based on available information concerning the project area and is believed to represent a reasonable estimate of the time and effort that will be required to identify archaeological sites along the project route. Should project specifications change, we revised our approach and estimate appropriately.

ASSUMPTIONS

- As-built drawings and old aerial photos or maps of the project area will be made available if they exist.
- Any archaeological finds will be mapped and described, but not evaluated for NRHP significance.
- Two archaeologists can complete the fieldwork part of the project in two days.
- The archaeologists will have permission to access the various parcels in advance of mobilization.
- Permission for the archaeologists to enter the properties will be obtained by Westwood.

Ms. Peggy Hawley
Westwood
September 30, 2022
Page 3 of 3

- If artifacts are found, they are the property of the land owner. If the owner does not wish to retain the artifacts, TRC will arrange for proper curation of the artifacts at a facility that meets the federal standard of curation.
- There will be an additional fee (charged by the curating institution) for curation.

Thank you for the opportunity to provide this proposal. You can contact me at either (262) 225-5105 or 262-331-4727 or at avandyke@trccompanies.com if you have any questions or comments. We look forward to working with you on this project.

Sincerely,

TRC Environmental Corporation



Allen P. Van Dyke
Principal Archaeologist – Midwest

jlp/attachments

TRC Environmental & Westwood 2022 Rate Schedule for PN 514614

CODE	TRC LABOR CLASSIFICATION/CATEGORY	HOURLY LABOR RATE
	Principal/Technical Director	
EV28	Level IV	\$292
EV27	Level III	254
EV26	Level II	227
EV25	Level I	211
	Program Manager/Senior Technical Manager	
EV24	Level IV	\$203
EV23	Level III	189
EV22	Level II	184
EV21	Level I	176
	Project/Technical Manager	
EV20	Level IV	\$169
EV19	Level III	161
EV18	Level II	155
EV17	Level I	149
	Senior Scientist/Engineer/Specialist	
EV16	Level IV	\$143
EV15	Level III	136
EV14	Level II	130
EV13	Level I	124
	Project Scientist/Engineer/Specialist	
EV12	Level IV	\$118
EV11	Level III	112
EV10	Level II	106
EV09	Level I	99
	Scientist/Engineer/Specialist, Technicians, and Project Support	
EV08	Level VIII	\$94
EV07	Level VII	88
EV06	Level VI	81
EV05	Level V	76
EV04	Level IV	68
EV03	Level III	62
EV02	Level II	57
EV01	Level I	46

(1) A 5% Mark-up will be added to non-labor costs and expenses/ODCs.

(2) A 3% Communication Fee will be applied to labor charges in lieu of separate reimbursement for photocopying, report production, faxing, computer usage, software usage, telephone charges, and postage costs. Digital productivity solutions/applications include mobile and desktop applications designed to increase efficiency in data collection and representation, excluding custom development as required on a per project basis.

(3) Overtime rates will apply to non-exempt (hourly) staff in conformance with applicable law.

(4) All TRC rates are subject to an annual calendar year escalation.

(5) All invoicing will apply TRC billing rates in conformance with the rate schedule in effect at the time of the services.

(6) A 2% fee will be applied to the invoice amount to cover Professional Liability and Related Insurance costs.

(7) For Litigation or Litigation Support Services, please request a copy of our Standard Rates for Litigation Services.



M E M O R A N D U M

TO: Mayor Lang and Members of the Common Council
FROM: James Merten, Traffic Engineer
DATE: October 6, 2022
RE: Commercial Street/Winneconne Avenue Intersection Control Evaluation Proposal

At the August 30th Public Services & Safety Committee meeting, staff was directed to bring forward a proposal for conducting Intersection Control Evaluation (ICE) report for the Commercial Street/Winneconne Avenue intersection. Attached are proposals from MSA, the consultant who conducted the Phase I Downtown Neenah Traffic Study, and Westwood, the consultant who is currently working on the S. Commercial Street design project.

Reference:

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



1702 Pankratz Street
Madison, WI 53704

P (608) 242-7779
TF (800) 446-0679
F (608) 242-5664

www.msa-ps.com

September 26, 2022

James Merten PE
City Traffic Engineer
City of Neenah, WI

Re: Winneconne Ave. & Commercial St. Intersection Control Evaluation

Dear James:

Thank you for the opportunity to provide you with this letter proposal. We look forward to working with you and the city of Neenah again, particularly on this downtown corridor. The MSA team has developed the below scope to complete an intersection control evaluation (ICE) report at the intersection of Winneconne Ave. & Commercial St. Intersection. Knowing that both Winneconne Ave. (west) and Commercial St. (north) are classified as STH 114, WisDOT guidelines for the ICE reports will be followed. As you review, do not hesitate to reach out if you have questions or comments.

SCOPE OF WORK

DATA COLLECTION & FORECASTING:

MSA will utilize vehicle turning movement counts collected in 2018 as part of the Phase 1 Downtown Traffic Study. Available historical traffic data will be reviewed, but it is assumed, similar to the Downtown Traffic study, that a conservative 1% growth rate will be applied to forecast traffic counts to future design year conditions 2042.

OPERATIONAL ANALYSIS, CONCEPTUAL DESIGN, AND INTERSECTION CONTROL EVALUATIONS

MSA understands that the City would like the ICE reports completed to determine the most appropriate intersection designs for the future at this location. A Phase 1 ICE report, following WisDOT guidelines, will be prepared and shared with the city to provide a scoping level comparison of alternatives at the intersection. This phase of the ICE Report will include an operational analysis using current WisDOT-approved software and procedures based on the forecasted design year. It is assumed that the following alternative will be considered as part of the Phase 1 ICE Report:

- Traffic Signal with Lane Improvements
- Multilane Roundabout
- Five-legged Roundabout with Church Street Realignment

The alternatives determined to be feasible for this intersection as part of the Phase 1 will then be considered as part of the Phase 2 ICE report. The Phase 2 ICE report will include conceptual construction estimates and conceptual layouts of the design alternatives that will be created using available aerial imagery. Both Phase 1 and Phase 2 reports will follow WisDOT FDM requirements.

CRASH ANALYSIS

MSA will request crash data through the University of Wisconsin's Traffic Operation and Safety (TOPS) Lab for the study intersection. Crash data will be reviewed, summarized, and a crash diagram completed. Alternatives developed for the Phase 2 Intersection Control Evaluations (ICE) report will be evaluated using the FHWA Interactive Highway Safety Design Model (IHSDM). This tool uses Highway Safety Manual (HSM) methodologies and can be used to analyze and predict crash frequency variation depending on intersection characteristics. The model accounts for traffic flow and historical collision data if that data exists.

City of Neenah, WI
September 26, 2022

SURVEY

MSA feels that utilizing existing GIS data and as-built information, there is sufficient data to establish the approximate location of the right of way. The approximate locations will allow the design team and City to fully assess the intersection alternatives presented in the Phase 2 ICE report for each interest section. It is assumed that topographic survey would not be needed to complete the requested ICE report. However, if the City sees benefit in collecting this data for other purposes, it can be completed. This additional work could include permanent control establishment, Digger's Hotline coordination, review of existing and available plats and projects for right-of-way research, and the topographic survey to locate right-of-way monuments within 400 feet of the intersections.

PUBLIC ENGAGEMENT

On recent WisDOT-reviewed and approved Phase 2 ICE reports, WisDOT has required a limited level of public feedback to be included with a final submittal of an ICE Report. With the intersection classified as a connecting highway, WisDOT will need to approve any changes in traffic control. It is recommended that a limited level of engagement be included at this time. This recommended engagement includes placing the alternatives online, either through the City webpage or other social media outlets, and provide the opportunity for public feedback. This feedback would be then be summarized and included in the final Phase 2 Report. MSA will provide conceptual intersection alternative exhibits for use by the City for the engagement. No formal meetings are included, but could be added as part of an amendment.

PROJECT ADMINISTRATION AND MEETINGS

MSA will set up two review meetings with the City to discuss the results of the Phase 1 ICE report and then again for the results of the Phase 2 ICE report. It is assumed these will be web meetings (virtual)

PROJECT COST

TASK	COST
Phase 1 ICE Report	\$4,350
Phase 2 ICE Report	\$9,450
TOTAL	\$13,800

Sincerely,
MSA Professional Services, Inc.



Brian Huibregtse, PE PTOE,
| Project Manager



1702 Pankratz Street
Madison, WI 53704

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October 7, 2022

James Merten PE
City Traffic Engineer
City of Neenah, WI

Re: Winneconne Ave. & Commercial St. Intersection Control Evaluation

Dear James:

As requested, below is a more detailed breakdown of the cost and hours to complete the Phase 1 and Phase 2 ICE Reports for the Winneconne Ave. & Commercial St. intersection

PROJECT COST

Phase 1 ICE Report	Hours	Costs
Alternative Assessment	16	\$2,500
Documentation	8	\$1,250
Coordination & Administration	4	\$600
TOTAL	28	\$4,350
Phase 2 ICE Report	Hours	Costs
Operational Analysis	12	\$1,550
Crash Analysis	8	\$1,000
Alternative Concept Designs	30	\$3,900
Documentation	16	\$2,050
Coordination & Administration	8	\$950
TOTAL	74	\$9,450

If you have further questions, do not hesitate to send me an email or give me a call.

Sincerely,
MSA Professional Services, Inc.

Brian Huibregtse, PE PTOE,
| Project Manager

Westwood

Westwood Infrastructure, Inc. Project Change Order
Number 2

PROJECT NAME: S Commercial Street Reconstruction
PROJECT NUMBER: R3001439.00
CLIENT NAME: City of Neenah
DATE OF CHANGE ORDER: July 7, 2022
PROJECT MANAGER: Phil Roberts

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

1. REVISION REQUESTED BY: *James Merten*
2. REQUESTED REVISIONS: City of Neenah intends to prepare an Intersection Control Evaluation for the Commercial St and Winneconne Ave intersection. Westwood will perform the following:

A. See Attachment A

3. REVISION TO FEES:

ITEM	METHOD	FEE
<i>CO #2 from 2. above</i>	<i>Lump Sum</i>	<i>\$ 14,360.00</i>
<i>Original Contract & CO#1 – Design Services</i>	<i>Lump Sum</i>	<i><u>\$432,020.00</u></i>
<i>New Design Services Total</i>	<i>Lump Sum</i>	<i>\$446,380.00</i>
<i>Real Estate Acquisition</i>	<i>Unit Price</i>	<i><u>\$135,600.00</u></i>
<i>NEW CONTRACT TOTAL</i>		<i><u>\$581,980.00</u></i>

4. COMMENTS/ASSUMPTIONS: See Attachment A

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

WESTWOOD INFRASTRUCTURE, INC.



Signature

Name: Phillip T. Roberts

Date: October 7, 2022

CITY OF NEENAH

Signature

Name: _____

Date: _____

Project Description

The proposed project will prepare an Intersection Control Evaluation (ICE) for the intersection of Commercial St and Winneconne Ave. The ICE will evaluate the existing condition, signalized with reconfigured/additional lanes, and a roundabout. Peak hour traffic from Neenah's 2018 Downtown Traffic Study will be used in for the analysis.

Project Scope

Westwood will provide the following professional services for the project.

Project Administration and Coordination

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

ICE Report

- Traffic analysis
 - Existing signalized intersection
 - Signalized with reconfigured/additional lanes such as right turn by-pass
 - Roundabout
- Crash analysis
- Safety Analysis
- Right of way impacts
- Cost estimates

Information Provided by Neenah

- Existing signal timing
- 2018 Downtown Traffic Study

Extra Work

- Traffic counts
- Public Meeting

Schedule

- Submit draft ICE by January 20, 2023
- Submit Final ICE two weeks after receiving comments



CITY OF NEENAH POLICE DEPARTMENT

2111 Marathon Avenue
Neenah, Wisconsin 54956



Memo

To: Alderman Cari Lendrum, Public Services and Safety Committee Chair
Mayor Jane Lang

From: Assistant Chief Jeffrey P. Bernice

Date: October 6, 2022

Re: Special Event Barrier Systems - Additional Discussion

The members of the Police Department would like an opportunity to further discuss this project, (various platforms, associated costs, staffing hours for deployment & recovery, etc.), at the next Public Services and Safety Committee meeting.

Recommendation: To further discuss the best course of action to develop mitigations strategies to enhance roadway ingress safety around our outdoor events in the City of Neenah.



Aaron L. Olson
Chief of Police

CITY OF NEENAH POLICE DEPARTMENT



2111 Marathon Avenue
Neenah, Wisconsin 54956

Memo

To: Alderperson Cari Lendrum, Chair
Public Services and Safety Committee
Mayor Jane Lang

From: Chief Aaron L. Olson *ALO*

Date: October 6, 2022

Re: **Approve budget of the Neenah Police Department Expansion**

On October 5, 2022, the building committee met with representatives from Miron Construction and our architect from FGMA. The building committee members present for this meeting were Mayor Lang, Council President Stevenson, Alderman Skyrms, Director Kaiser and me.

Miron informed us that our current budget is almost \$6,000 under budget, minus two alternates. The first alternate is Air Conditioning (AC) for our firearms range, which will be needed. This AC unit has to be separate from the other rooms within the expansion. The total cost for adding AC to the range is \$121,043. This includes the HVAC equipment and installation, a new 480V electrical service and an allowance for the utility company costs.

The second alternate is for generator upgrades, which is optional but recommended. The current generator has the capacity to handle the loads of the new addition but does not meet current code. If we are to tie into the existing generator the circuits needs to be upgraded to the current electrical code. If we don't tie into the existing generator, we won't be able to use any part of the expansion during an electrical outing, other than egress lighting which will be powered by batteries. The cost for providing battery backup for egress light fixtures is \$12,000, which is already in our existing budget. If we make the necessary upgrades to the generator to allow the addition to be tied into emergency power, the total net cost will be \$43,138.

If we don't proceed with generator backup power in the addition and instead only install battery backup egress light fixtures, the drawbacks will be:

- Expected battery life usually lasts just over three years before needing to be replaced
- The batteries do need to get tested monthly
- Batteries are about \$50 depending on the fixture type, plus installation which would be a service call if we don't perform it in house
- We have 21 fixtures assumed to be on battery power in the budget so a rough order of magnitude if all were to fail within three years:



- 21 fixtures x \$50/battery x \$200/install = \$5,250
- More staff time to maintain these batteries
- Training room will not have emergency power

Recommendation:

1. Approve adding air conditioning to the firearms range with a total cost of \$121,043. This includes the HVAC equipment and installation, a new 480V electrical service and an allowance for the utility company costs.
2. Approve generator upgrades with a total cost of \$43,138.



MEMORANDUM

DATE: October 7, 2022

TO: Public Services & Safety Committee: Cari Lendrum, Chairperson, Todd Stevenson, Alex Wenzel, Brian Borchardt, Lee Hillstrom, Vice Chair, Scott Weber

From: City Attorney David Rashid

CC: Aaron Olson, Chief of Police, Jane Lang, Mayor, Andy Kahl, Dep. Fin. Dir., Lisa Mroczkowski

RE: 2023-2024 SRO Program Agreement between NJSD & NEPD

Attached is a draft Agreement for the continued provision by our Police Department of SRO (School Resource Officers) services to the Neenah Joint School District for the coming (and following) school years. Pursuant to on-going negotiations between the two parties, the Department will still provide two SRO's to the District, one for the newly combined middle school (opening Fall 2023) and the other to serve the remaining elementary schools throughout the District and lying within the City. Due to the relocation of the high school the Department will no longer be supplying an officer at NHS (such services being instead provided, and funded, by another municipality).

The only significant changes to the agreement from the one approved in early 2019 and amended in early 2021, are: 1) The City will now be reimbursed for 39 weeks of the provided officer services, rather than 52 as had been the case (but still at 75% of the cost of the agreed upon items); and 2) The name of the program (in the Agreement) has been updated from "Police School Liaison Officer" (PSLO) to the current nomenclature of "School Resource Officer" (SRO).

The Chief and Mayor recommend your approval of this agreement so that it can then be approved and sent to the District for its approval by the School Board. Final execution of the Agreement will occur upon the respective bodies' approvals.

MEMORANDUM AGREEMENT

Between

Neenah Joint School District

DRAFT

And

Neenah Police Department

And

City of Neenah

In support of the

SCHOOL RESOURCE OFFICER (SRO) PROGRAM (f/k/a "Police School Liaison Officer Program")

The Neenah Joint School District ("District"), the Neenah Police Department ("Department") and the City of Neenah ("City") enter into this Memorandum Agreement ("MA" or "Agreement") in order to maintain a School Resource Officer ("SRO") (f/k/a the Police School Liaison Officer) program in their respective venues.

1. PURPOSE OF THE AGREEMENT

The parties enter into this agreement for the purpose of supplying school resource officers to the district during the staff's working school year. The Agreement outlines governance, management, expectations, roles, and responsibilities for both parties to ensure the success of the SRO program.

2. DEFINITIONS

For purposes of this Agreement, the following terms have the definitions found under Section 118.125 of the Wisconsin Statutes.

"Law enforcement agency" as defined under Sec.118.125 (1) (be), Wis. Stats.

"Law enforcement unit" as defined under Sec. 118.125 (1)(bL), Wis. Stats;

"Law enforcement unit records" as defined under Sec. 118.125 (1)(bs), Wis. Stats;

"Pupil records" as defined under Sec. 118.125 (1)(d), Wis. Stats;

"Record" as defined under Sec. 118.125(1)(e), Wis. Stats.

3. MISSION

The two-part mission of the Neenah SRO Program is to make all Neenah schools safe and conducive to learning, while fostering positive relations between police employees and DISTRICT staff and students.

4. **PROGRAM GOALS**

- Improve school safety for students and staff
- Provide a school environment conducive to learning
- Reduce crime by and against students
- Discover unreported crimes
- Present a positive role model
- Increase trust and understanding between youth and police
- Provide information about other resources to students, parents, and staff
- Inform other Department members about crime trends affecting youth
- Establish juvenile crime experts within Department

5. **ROLE OF THE SCHOOL RESOURCE OFFICER**

SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. A determination of whether an activity rises to the level of a law enforcement activity shall be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

The SRO will generally perform duties in "plainclothes" rather than in a police uniform. The SRO will remain armed with badge visible in this assignment. While enforcement is a role of SROs, alternatives to custodial arrest should be used whenever possible, and arrest of students should be based on practical need. The SROs discretion to act remains the same as that of any other police officer.

SRO duties include:

- Maintain safe schools conducive to learning
- De-escalate incidents with potential for violence
- Enforce local ordinances and state law
- Investigate crimes on school grounds
- Investigate crimes off school grounds, but reported by students
- Provide input or assistance on school discipline issues
- Intervene when any subject in the school presents a threat to safety
- Assist in developing, maintaining, and training school safety plans
- Provide classroom instruction as a representative of public safety
- Respond to other DISTRICT schools as needed and available

- Respond to parochial schools within the City as needed and available
- Attend special school events, including dances, sporting events, and assemblies
- Participate in suspension/expulsion processes and hearings
- Participate in school staff meetings as requested
- Provide law enforcement information to students and staff

6. ROLE OF THE DEPARTMENT

- Equip SROs with a squad, computer, and necessary policing equipment
- Equip SROs with a body-worn video camera¹
- Maintain all employer responsibilities (payroll, insurance, workers comp, etc.)
- Evaluate SRO performance
- Maintain training, qualification, and certification of the SRO
- Correct SRO performance/behavior as necessary
- Maintain all employee files of SROs

7. ROLE OF THE DISTRICT

- Provide office space in at least one location for each SRO
- Provide access student enrollment information
- Allow building access through keys/keycards/codes
- Maintain primary role in school discipline issues
- Cooperate with SRO investigations
- Prepare and practice school safety plans
- Reimburse the City of Neenah for SRO services per the terms of this Agreement
- Provide in-school leadership and guidance to SRO
- Train each SRO in school policy, disciplinary processes, and organizational structure

8. SHARED ROLES

- Participate in the process of selecting SROs
- Provide daily input to define SRO tasks
- Jointly resolve any issues or problems that arise within the program
- Promote the program to students, parents, staff, and citizens in general
- Agree upon final selection for SRO appointment

9. ASSIGNMENT OF PERSONNEL

QUALIFICATIONS: The Department will establish minimum qualifications for the position of School Resource Officer with input from the District and the City of Neenah's Human Resources department.

SELECTION: The Department will post for the position when a vacancy occurs. Eligible candidates will be interviewed by a panel made up of at least one member of the Department and at least one member of the District. Both parties will have input regarding the candidates. Final selection will be made jointly and announced by the Department.

DURATION OF ASSIGNMENT: Normal duration for assignment to school resource officer is five (5) years, with an option to extend in one (1) year increments with the approval of the Department and District for exceptional circumstances.

SUBSTITUTION: The Department reserves the option, but has no obligation, to substitute police officers when any regularly scheduled school resource officer is not available for the program for absences of less than two weeks. For longer absences, the Department, in consultation with the District, will provide an interim SRO.

REMOVAL: The Department reserves the right to remove/re-assign any school resource officer immediately for personnel-related matters. A replacement will be made pursuant to either the "SELECTION" paragraph above or as otherwise mutually agreed upon by the parties.

10. SCHEDULE AND REPORTING

DAILY: The District and Department agree that assigned SROs shall be available and present at the school(s) whenever school is in session, and will normally report first to the police department and then deploy to their assigned schools. This may change as needed. The workday will approximate the school day, but with flexibility to work later shifts or extended hours to accommodate evening functions paid for by the appropriate agency or organization requiring the need for the later shift or extended hours.

OVERTIME: The District will control the assignment of school-related overtime for anticipated activities, such as athletic events and other special programs. Overtime charges will be itemized and reviewed quarterly.

SPECIAL EVENTS: SROs may frequently be expected to attend special events at the school or at other venues required by the school. SROs are expected to attend events as requested by the District when given advance notification. The SRO may solicit other police officers to attend the event in their place, typically from personnel in the Investigative Services Unit (ISU) section of DEPARTMENT.

VACATIONS: The SRO is expected to work the same days as school staff, with few exceptions. The bulk of vacation time should be used during winter break, spring break, or during the summer.

SUMMER: The SRO will normally be assigned to the Investigative Services Unit' (ISU) during the summer break months and the SROs may use the majority of their vacation during the summer. The Operations Captain may occasionally assign the SRO to patrol or other duties during the summer to accommodate department needs.

EXTENDED LEAVES: In the case of an extended leave for FMLA or other purposes, the Operations Captain will assign, after consulting with the District, an interim SRO so as to provide coverage for all SRO hours.

11. SUPERVISION

Officers assigned to work in District schools as police School Resource Officers will remain employees of the City of Neenah and continue to be governed by State Statutes, Neenah ordinances, as well as the applicable rules, directives, and policies of the Department. The City of Neenah will be responsible for the issuance of all payroll checks and benefit payments to those officers.

The SRO will be accountable to the Department's Investigative Services Unit Sergeant and Lieutenant. However, while at the school, the SRO will be additionally accountable to the principal. The officer is expected to cooperate with school officials, including administrators and faculty. The SRO will abide by school policy that is not in conflict with Department policy and respond to the requests of school officials. Any concerns about conflicting orders or requests outside the scope of this agreement should be brought to the attention of the Department's Investigative Services Unit Sergeant and/or Lieutenant.

12. PERFORMANCE EVALUATIONS

Performance evaluations of officers assigned to the school resource program are the responsibility of the Department. The principal of the primary school where the officer is assigned will always be contacted for input during the preparation of the evaluation. The District and Department will not share their employee's performance evaluations with each other.

13. EXCHANGE OF INFORMATION

The parties understand and agree that this Agreement, pursuant to 938.396(1)(c)4, authorizes the Neenah Police Department to routinely disclose information to the District as allowed by sections 938.396(1)(b)2 and (c)3 of the Wisconsin Statutes (relating to the confidential exchange of information between a law enforcement agency and officials of the public or private school attended by the juvenile). A school official who obtains information under this subdivision shall keep the information confidential as required under s. 118.125. Under this section, information may be shared at the request of a school district administrator, designee of a school district administrator, or on the department's own initiative.

Pursuant to 118.127, the Neenah Joint School District may disclose information from law enforcement officers' records obtained under s. 938.396 (1) (c) 3. only to persons employed by the District who are required by the department under s. 115.28 (7) to hold a license and to other school district officials who have been determined by the school board to have legitimate educational interests, including safety interests, in that information. In addition, if that information relates to a pupil of the District, the District may also disclose that information to those employees of the school district who have been designated by the school board to receive that information for the purpose of providing treatment programs for pupils enrolled in the District. The District may not use law enforcement officers' records obtained under s. 938.396 (1) (c) 3. as the sole basis for expelling or suspending a pupil or as the sole basis for taking any other disciplinary action against a pupil, but may use law enforcement officers' records obtained under s. 938.396 (1) (c) 3. as the sole basis for taking action against a pupil under the District's Code of Conduct.

Pursuant to Section 118.125(2)(d), the parties agree that the District shall make pupil records available to officers of the Department who have been individually designated by the District and assigned to the District (SRO's) and who have legitimate educational interests, including safety interests, in the pupil records.

The parties agree that any disclosure of pupil records that is made by the District to Department officials, not covered by 118.125(2)(d), shall be made only (1) to appropriate parties in connection with an emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual, (2) when the disclosure is for the purpose of providing services to a pupil involved in the Juvenile Justice System, (3) pursuant to a valid court order, or (4) as the law may otherwise permit.

The parties also agree that, in the event the District makes any disclosure of pupil records pursuant to this Agreement, the person to whom such records are disclosed will not disclose the records to any other person or party, except as permitted by law.

Police recordings on District property are considered a "law enforcement unit record" and will not be considered a pupil record maintained by the District unless such records are obtained by the District pursuant to this Agreement or as otherwise authorized by Wisconsin law. If the District does obtain a police recording, it will be treated as a "behavioral record" and be maintained separately from a pupil's other pupil records.

14. REIMBURSEMENT OF COSTS

The parties will jointly assume the cost of the program.

The District will reimburse the City one hundred percent (100%) of overtime for direct SRO services (i.e. extended shifts, special events, and other overtime as directed by the district), subject to the following:

- DISTRICT will pay for 100% of overtime for pre-scheduled events and activities, such as athletic events, dances, conferences, and other special programs as determined by the District.
- On days school is in session and students are present, DISTRICT will pay 100% of overtime accrued during the regular work day which shall be from 7:30am — 4:00pm. This means DISTRICT will pay for 30 minutes of overtime per officer per day on days when school is in session and students are present. On days when school is not in session or students are not present, no overtime shall be paid by DISTRICT.
- DEPARTMENT will pay for 100% of all other overtime not listed above. This includes any overtime accrued after 4:00pm, before 7:30pm, or any other time not pre-scheduled by the school district.

In addition, the District will reimburse the City seventy-five percent (75%) of the following annual costs, for Thirty-Nine (39) of the Fifty-Two (52) weeks each year:

- Regular wages
- Holiday pay
- Health/dental insurance premiums
- Retirement

- Social Security/Medicare
- Workers' Compensation insurance
- Cellular phone service
- Training/conferences for duties related to the District
- Information Services fees
- Car allowance of \$1383 per quarter

The District will not be responsible for any portion of the following costs:

- Overtime unrelated to program duties
- Firearms certification pay
- Life insurance
- Uniform allowance
- Dry cleaning allowance
- Training/conferences for duties not related to the District
- Tuition reimbursement
- Longevity & Professional Improvement Pay
- Other fringe benefits
- Policing equipment (uniforms, insignia, leather, defense/arrest tools, body armor, police radio, and all equipment unique to the role of patrol officer)

The Department will administer and provide all benefits and salary for the school Resource officers. The City of Neenah Finance Department will invoice the District quarterly for the reimbursements. All invoices will be due and payable within 30 days after receipt.

15. GOVERNING LAW

The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Agreement. The rights and remedies herein granted are cumulative and are in addition to any given by statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

16. INDEMNIFICATION

The District and the City, having determined the SRO program is essential to the safe operation of their schools, agree both the District and the City will fully indemnify the police School Resource Officers when proceeded against in their official capacities, or individually, because of acts committed while carrying out the duties of police School Resource Officer within the District. Both the District and the City agree they will maintain sufficient insurance coverage to pay for any judgments for acts committed

carrying out the duties of a School Resource Officer under the provisions of section 895.46 of the Wisconsin Statutes.

In addition, both the District and the City agree to indemnify and hold harmless the other from and against any and all claims, damages, causes of action and demands for their respective actions or inactions taken in the performance of the SRO program.

17. INSURANCE

The Department, through the City, shall provide the following insurance and it shall remain in force during the term of the Agreement:

General Liability Policy with a minimum policy of \$1,000,000

Full Auto Coverage for any vehicle operated by the SRO program officer

Workers Compensation Insurance as required by the State of Wisconsin

18. CONFLICT RESOLUTION

Unforeseen conflicts or questions will be resolved by negotiation between the Superintendent of the Neenah Joint School District and the Neenah Chief of Police, or their respective designees.

For the Neenah Police Department

For the Neenah Joint School District

BY: _____
Aaron L. Olson, Chief

BY: _____
Mary Pfeiffer, Superintendent

Dated: _____

Dated: _____

For the City of Neenah

Approved as to form

BY: _____
Jane B. Lang, Mayor

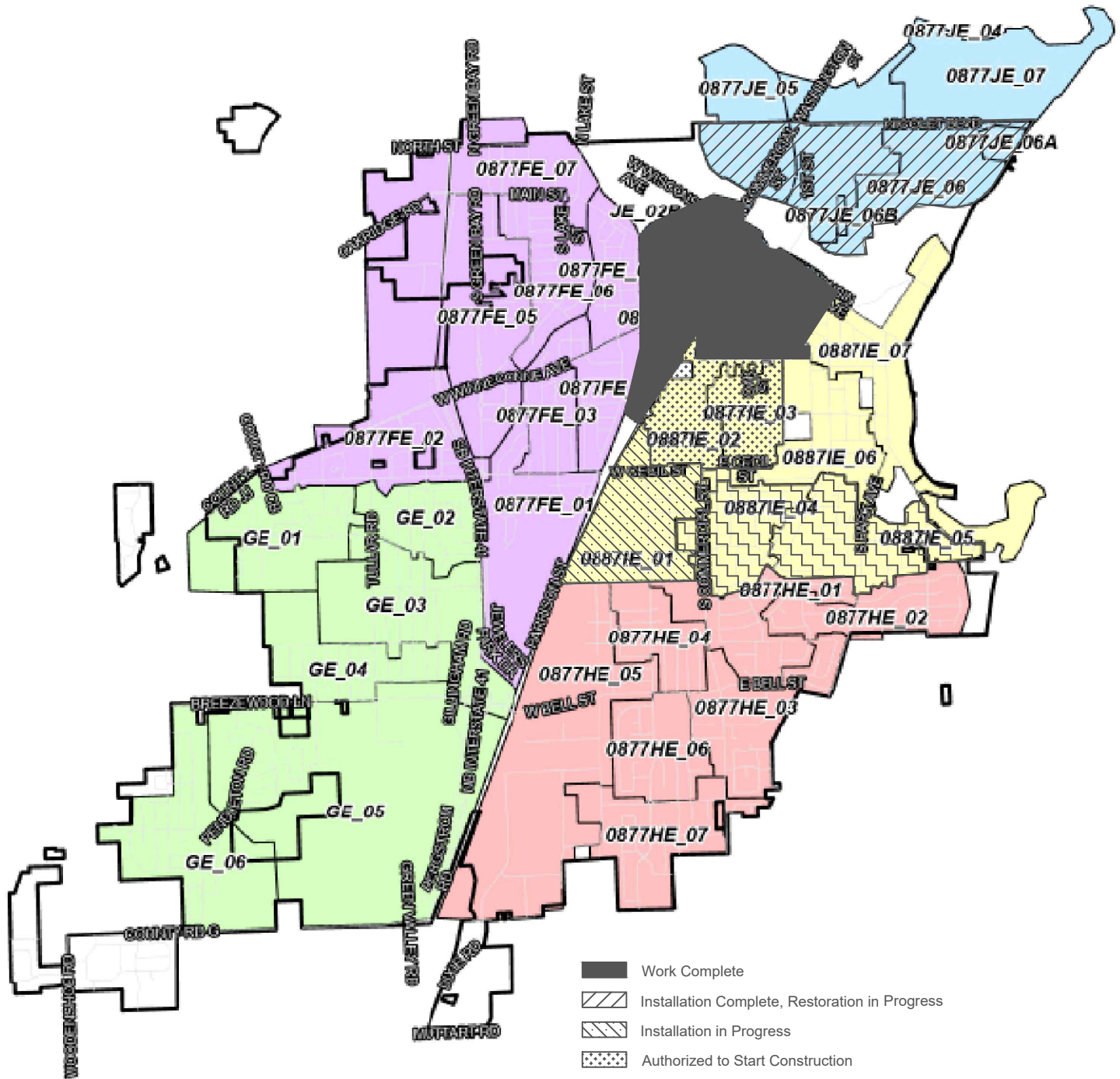
David C. Rashid, City Attorney






Dated: _____

** BODY CAMERA VIDEO: The District and Department approve the use of body cameras by law enforcement officers on District property for ensuring safety on school property, and responding to calls for service. The District will notify, parents through the student manual that body cameras may be used by law enforcement officers on District property.*

Officers equipped with body worn cameras in the schools shall follow Department policy (see policy #417, Field Audio Video Recordings).

City of Neenah TDS DFN Boundaries



-  Work Complete
-  Installation Complete, Restoration in Progress
-  Installation in Progress
-  Authorized to Start Construction
-  Plan Review Complete

10-07-2022



M E M O R A N D U M

DATE: October 7, 2022
TO: Mayor Lang and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: Public Works General Activity

- 1) Contract 7-21 (Harrison Pond): Pond excavation is complete. The retaining wall is in place and staining is nearly complete along with the fence along the top of the wall. Sidewalk along the wall is being poured. Work has started on the steps and grading on the Harrison Street side of the pond. Stones are being placed for the water feature on the east side of the pond.
- 2) Contract 8-21 (Jewelers Park Drive Trail): Work is complete. A final pay request is being prepared.
- 3) Contract 2-22 (Utility and Street Construction on Grove and Dieckhoff): The only work remaining is the asphalt connection at Oak Street and a short section of trail repair by Wilson School. Final quantities are being measured.
- 4) Contract 3-22 (Street Construction in Fredrick Drive area, Fresh Air Pk, Southview Pk): Work on Fresh Air Park, Shootingstar/Armstrong and the Southview Park basketball court is complete. Fine-grading is being finished. Paving started on October 5 and is expected to take about two weeks.
- 5) Contract 4-22 (S. Commercial Utility Construction): Work is complete. A final estimate is being prepared.
- 6) Contract 7-22 (Winneconne Ave Overpass Repairs): Repairs to the south column are complete. Patches on the westbound lanes have been poured. The north half of the expansion joints have been replaced. The north half of the deck needs to be sealed. After that, traffic can be switched so that work can start on the other half of the bridge. That switch should take place late next week.
- 7) Contract 8-22 (Miscellaneous Asphalt Repairs): This contract was awarded to Northeast Asphalt. Work is scheduled to start the week of October 10. We are going to have the contractor do road base repair on the dead end of Coolidge in addition to the paving that was included in the contract.
- 8) Contract 11-22A (Lead service line replacement – Zemlock/Reddin): The contract was awarded to Donald Hietpas & Sons Construction. A pre-construction meeting is scheduled for 10/12.
- 9) Contract 11-22B (Lead service line replacement – Hunt/Madison/Nicolet): The contract was awarded to Carl Bowers & Sons Construction. A pre-construction meeting is scheduled for 10/12.
- 10) E-waste: The e-waste collection event is scheduled from 8:00 a.m. until noon on Saturday, October 22 at the Tullar Garage.
- 11) S. Commercial Reconstruction: The first public involvement meeting for the project is scheduled for Oct. 18 from 5:30 – 8:00 pm. in the Community Room at the Neenah Police Station. Notices are being sent.

- 12) City Hall Hearing Loops: Director Haese and Assistant Planner Kasimor are exploring the eligibility of using CDBG funds to install hearing loops in the Council Chambers and the three primary conference rooms in City Hall. We are meeting with vendors in the next two weeks while Assistant Planner Kasimor works with the grant administrators on project eligibility.
- 13) Bus Shelter: Director Haese and I met with Valley Transit and ECWRPC staff. While ECWRPC continues with a more extensive analysis, we are working with VT to move the transfer center to Doty Avenue near city hall. This will entail placing a concrete pad/shelter and paving the terrace along a portion of the south side of Doty Avenue. We are looking at the available lighting, options for security cameras to cover this area, options for increasing cleaning for the first floor bathrooms, and parking along the north side of Doty Avenue in this area. The goal is to have the changes in place by mid-November.

