

**AMENDED  
CITY OF NEENAH  
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING  
Tuesday, March 29, 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 for March 8, 2022 (Attachment)
2. Public Appearances
3. Bird Scooter Pilot Program (Attachment)
4. Downtown Bus Shelter Discussion (Attachment)
5. Community Development GIS Update
6. Memo of Understanding for Galloway Co.-Harrison Street Pond (Attachment)
7. Amendment to City Ordinance Chapter 16-Traffic and Vehicles (Attachment)
8. Police Department Request to Purchase Portable Radar Display and Data Loggers (Attachment)
9. Ordinance Change Request with Street Assessments on New Subdivision Streets (Attachment)
10. Ordinance Change Request for Storm Water Charges for Condominiums (Attachment)
11. Request to Purchase Additional Refuse and Recycling Carts (Unbudgeted Expenditure) (Attachment)
- 12.) Licenses
  - a. Temporary Extension of Licenses Premises Application
13. Special Events
  - a. Greene's Pour House 10-Year Anniversary
  - b. Udderly Euro
14. Announcements/Future Agenda Items
15. 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 **Public Works Administrative Assistant at (920)886-6240** or the **City's ADA Coordinator at (920)886-6106** or e-mail [attorney@ci.Neenah.wi.us](mailto:attorney@ci.Neenah.wi.us) at least 48 hours prior to the scheduled meeting or event to request an accommodation.

**CITY OF NEENAH**  
**PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES**  
**Tuesday March 8, 2022, 6:30 PM**

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

**Excused:** Alderperson Stevenson

**Also Present:** Public Works Director Kaiser, Community Development & Assessment Director Haese, Parks & Recreation Director Kading, Recreation Superintendent Kluge, Traffic Engineer Merten, Office Manager Mroczkowski, Alderperson Boyette, and Alderperson Skyrms

Approval of Minutes of the meeting for the February 22, 2022 meeting

**Motion Second/Carried Bates/Hillstrom to approve the minutes of the Meeting of February 22, 2022.** All voting aye.

Public Appearances:

None

Church Street Parking Ramp Signage

Director Haese stated that this item was referred back to staff to follow-up with the sign vendor to look at other options for displaying ramp availability to the public. He stated after looking at the options, staff found that, to avoid any confusion, an electronic message center sign was the best option for informing the public. Director Haese stated that the sign will be programmable and will be able to display all types of messages. He stated that this will increase the sign cost by \$2000.00.

Director Haese stated that the owner of the building has indicated that they are fine with the idea of an electronic message center sign and feels it is the better option. He stated that staff is recommending the purchase of the electronic message center sign for approximately \$13,500.00.

Alderperson Lendrum stated that the size of the sign changed from 14 inches to 17 inches. Director Haese stated that he consulted the vendor on the size and they felt that 17 inches was the appropriate size for this type of sign.

Alderperson Bates asked if the sign will be able to scroll messages. Director Haese stated that he will verify with the vendor to if it will have scrolling capabilities.

Alderperson Hillstrom stated that he likes the idea of an electric message center sign. He stated that this sign will have other benefits than just providing parking information to

the public. He stated that it will also be able to inform the public of events happening downtown and also serve as a warning sign for inclement weather or traffic issues downtown.

Aldersperson Boyette asked for clarification on the price. Director Haese stated that the price that was presented at the February 22nd meeting was \$11,500.00. Because of the change to an electronic message center, the price is increasing by \$2,000 making the total cost of the sign approximately \$13,500.00.

Aldersperson Boyette asked how the sign is being funded. Director Haese stated the funding is through TID #8.

Report

**Motion/Seconded/Carried Hillstrom/Bates to recommend 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. All voting aye.**

#### Commercial & Columbian Intersection Traffic Signal Upgrade

Traffic Engineer Merten reviewed his memo of March 3, 2022. He stated that the City budgeted \$35,000 to mount traffic signals over the roadway at the intersection of Commercial Street and Columbian Avenue. He stated that the purpose of this project is to address failure-to-stop crashes that are more prevalent at this intersection than any other in the City. He stated that the project will be replacing the two existing street light poles with traffic poles and mast arms. Traffic Engineer Merten is recommending the purchase of poles and mast arms from TAPCO in the amount of \$11,120.00.

Aldersperson Lendrum expressed support for the project. She stated that she doesn't think that drivers see the traffic signal on the Boys & Girls Brigade building.

Aldersperson Lendrum asked when the project will start. Traffic Engineer Merten stated that there are supply issues with the poles so it will be a few months. He stated that the project will be able to be done in-house which will save time.

Aldersperson Bates asked for clarification on the pole locations. Traffic Engineer Merten stated that one pole will be on the southwest corner with the mast arm extending over the road to the east for view by southbound traffic and the other pole will be on the northeast corner with the mast arm extending over the road to the west for view by northbound traffic. He stated the other traffic signals, including the one on the Boys & Girls Brigade building, will remain at the intersection.

Alderson Lang asked if there will be any height requirements for the mast arms. Traffic Engineer Merten stated that there is a minimum height requirement to provide clearance for large vehicles.

Alderson Hillstrom asked for clarification on the cost difference between the budgeted \$35,000.00 and the proposed cost of \$11,120.00. Traffic Engineer Merten stated the cost difference is related to the concrete bases and labor. He stated that the original budget number included the construction of concrete bases and outside contracted labor. He stated that the current concrete bases will be able to be reused and that doing work in-house will save on the labor costs.

Alderson Hillstrom asked if we are reusing the traffic signal unit. Traffic Engineer Merten stated yes.

Report

Following discussion, **Motion/Seconded/Carried Hillstrom/Bates to recommend 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.** Roll Call Vote. All voting aye.

#### Main Street Driver Feedback Sign

Traffic Engineer Merten reviewed his memo of March 4, 2022. He stated that he met with the Police Department's Fleet Maintenance Specialist Streubel to compare the radar feedback sign they are proposing to purchase with the one recommended to this committee by Traffic Engineer Merten in his memo of February 18, 2022. Traffic Engineer Merten stated that after evaluating the two different radar feedback signs, and discussion with the private donor, the recommendation is to pursue the Trafficalm System unit.

**Motion/Seconded/Carried Bates/Lendrum to Take from the Table the Main Street Driver Feedback Sign.** All voting aye

Alderson Bates asked why Traffic Engineer Merten prefers the Trafficalm System over the system the Police Department is proposing to purchase. Traffic Engineer Merten stated that the one the Police Department is proposing to purchase does not meet the software package scope needed for this project.

Alderson Hillstrom asked for clarification on the cost of the sign. Traffic Engineer Merten stated that we are purchasing the iQ1500 Full Matrix Driver Feedback Sign for \$2,654.00 and the 100W Solar Kit for \$1,336.00. He stated that with shipping the total cost of the sign is \$4,190.00.

Report

Following discussion, **Motion/Seconded/Carried Bates/Hillstrom to recommend Council approve the purchase of the Trafficalm iQ1500 Full Matrix Driver Feedback Sign and 100W Solar Kit in the amount of \$4,190.00 to be funded by private donation.** All voting aye.

#### Reciprocity with Menasha and Appleton

Recreation Superintendent Kluge reviewed his memo of March 4, 2022. He stated that the reciprocity agreements allow residents of Neenah, Menasha and Appleton to participate in programs and use of facilities without paying non-resident fees. He stated that previous reciprocity agreements were five years but this agreement is proposed for two years due to the skewed numbers during the Covid-19 pandemic. Recreation Superintendent Kluge stated that the Parks & Recreation Commission has reviewed the agreement and is recommending approval.

Aldersperson Hillstrom stated that when looking at the data it appears that numbers are pretty equal between the municipalities. He stated that he is glad that we have this agreement so residents in each city can benefit from programs that are not offered in their own.

Following discussion, **Motion/Seconded/Carried Hillstrom/Lendrum to recommend Council approve a two year Parks & Recreation Reciprocity agreement between the City of Menasha, City of Appleton, and the City of Neenah.** All voting aye

#### Special Events

#### Flatgrass Soccer Tournament

C.A.

Following discussion, **Motion/Second/Carried Bates/Hillstrom to recommend the Council 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.** All voting aye

#### Furry Flurry Walk for Pets

C.A.

Following discussion, **Motion/Second/Carried Hillstrom/Lendrum to recommend the Council 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.** All voting aye

JDRF One Walk

C.A. Following discussion, **Motion/Second/Carried Bates/Lendrum to recommend the Council 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.** All voting aye

Neenah-Menasha Memorial Day Parade

C.A. Following discussion, **Motion/Second/Carried Hillstrom/Lendrum to recommend the Council 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.** All voting aye

City Services Building Re-Caulking

Director Kaiser reviewed his memo of March 7, 2022.

Report Following discussion, **Motion/Second/Carried Bates/Lendrum to recommend the Council 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.** All voting aye

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.

Aldersperson Bates asked of Shootingstar is able to be driven on. Director Kaiser stated yes.

2) Contract 1-21 (Marathon Av): Work is complete. The final estimate is with the contractor.

3) Contract 2-21 (Fairview, Laudan): Work is complete. The final estimate is with the contractor.

- 4) Contract 3-21 (Winneconne, Washington, Olive, Isabella): Work is complete. The final estimate is being taken to the Board later this week.
- 5) 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.
- 6) Contract 5-21 (Misc. Asphalt Repairs): Work is complete. The final estimate is being taken to the Board later this week.
- 7) 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.
- 8) Contract 7-21 (Harrison Pond): Pond excavation is complete. Stone has been delivered for the waterfall.

Aldersperson Hillstrom asked when the rock for the waterfall is going to be installed. Director Kaiser stated subcontractor is doing both the waterfall rock and the retaining wall. Director Kaiser stated the subcontractor, after seeing the engineering report and the amount of additional prep work that would be needed with the waterfall rock wall, decided to start with the retaining wall first.

Director Kaiser notified the Committee that a change order will be coming for the retaining wall. The analysis of the contractor's structural engineer indicated that there needs to be an increased base for the foundation of the retaining wall.

- 9) Contract 8-21 (Jewelers Park Drive Trail): Boardwalk piles and pier caps have been installed. Both abutments for the north crossing have been poured.
- 10) Contract 1-22 (Utility Construction in Fredrick Drive area): This contract has been awarded to Kruczek Construction. A preconstruction meeting is scheduled for 3/7. The contractor intends to start mobilizing the week of 3/7. Letters to the residents are being mailed on 3/4.
- 11) Contract 2-22 (Utility and Street Construction on Grove and Dieckhoff): Bids have been opened and will be reviewed by the Board later this week.  
Aldersperson Bates asked that the Board of Public Works meeting be virtual.
- 12) Contract 3-22 (Street Construction in Fredrick Drive area): This contract is out for bid. Opening is scheduled for 3/16.
- 13) Contract 4-22 (S. Commercial Utility Construction): Bids were opened on 2/24 and will be reviewed by the Board later this week.
- 14) Contract 5-22 (CTH JJ/CTH CB Utility Construction): This contract is out for bid. Opening is scheduled for 3/10.

Aldersperson Hillstrom stated he has noticed a lot of utility trucks and is wondering what is being done. Director Kaiser stated that We Energies was relocating gas main and electrical poles. He stated the telecom companies will follow We Energies work because their utility will be co-located on the electric poles. Director Kaiser

stated this project will be most likely not be done until November. He stated that he will distribute a copy of the concept to committee members.

Director Kaiser stated that 10 Ton Weight Limits will be posted on the designated streets on Friday, March 11.

Announcements/Future Agenda Items

Adjournment: **Motion/Second/Carried Hillstrom/Lendrum to adjourn at 7:37 PM.** All voting aye.

Respectfully submitted,

A handwritten signature in cursive script that reads "Lisa Mroczkowski".

Lisa Mroczkowski  
Public Works Officer Manager



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

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**DATE:** March 23, 2022  
**TO:** Chairman Bates and Public Services and Safety Committee Members  
**FROM:** Samantha Jefferson, Community Development  
**RE:** Bird Scooter Pilot Program

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Bird scooters, a company based in California, owns rentable electric scooters which are powered by a motor and can travel at speeds of up to 18-20 mph. These scooters are available to adults and can be found using a smart-phone app. According to their website, Bird scooters can be found in over 350 cities worldwide.

In the spring of 2021, Bird Scooters contacted staff regarding the creation of an electric scooter program in the city. At that time, staff met virtually with a Bird representative and had internal discussions about a potential pilot program. It was made known to staff that the City of Appleton was preparing a pilot program in a small section of the city during 2021. Due to timing and the desire to discuss the results of the pilot program in Appleton, staff postponed discussing a potential program until 2022.

Staff (along with City of Menasha and Fox Crossing staff) met with the City of Appleton in February to discuss the results of their pilot program. Appleton described their program as a huge success with over 25,000 rides and around 32,500 miles traveled. Additionally, an online survey asking for feedback about the program generated more than 1,500 responses. Appleton City Council elected to continue the pilot program into 2022 and created new program guidelines to address minor concerns that were made apparent with the survey.

After discussions with Bird and internal discussions with Neenah PD, Parks and Recreation, Public Works and Future Neenah, staff recommends the Commission consider the attached Memorandum of Understanding related to the creation of a pilot program with Bird Scooters for the 2022 spring/summer/fall season. It is anticipated that several benefits will be realized with this program including more convenient access to tourist destinations, an expanded access to transit options and lessened congestion and air quality impacts.

In summary, the MOU would allow for the following:

- Approximately 50-75 electric scooters will be deployed within the city for recreational use.
- Preferred parking, which provides a financial incentive to customers, will be established and regularly evaluated to encourage the majority of scooters to be congregated in these locations.
- Staff will work with Bird to establish geo-fenced zones where rides cannot be stopped including all bridges, roundabouts, overpasses and trestle bridges.
- Scooters would not be permitted on the sidewalk within the 100 and 200 blocks of W. Wisconsin Avenue.
- Bird will be responsible for re-distributing scooters on a frequent basis.
- A \$.10 cents per ride fee will be paid to the city to offset administrative costs that may be required.

CITY OF NEENAH  
Dept. of Community Development

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In addition to the approval of this MOU, Article IV and Section 11-2 of the city's municipal code would need modification to allow for enforcement in the case of unlawful use of the these scooters and to allow riders to traverse areas currently prohibited (such as city right-of-way and trails). Ordinance 2022-08 would allow electric scooters to be operated and regulated in the same manner as bicycles.

A representative of Bird will be in attendance at your March 29, 2022 meeting to provide additional information on the proposed pilot program and to answer questions you may have.

**Appropriate action at this time is to 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 the modification of Article IV and Section 11-2 in regards to the operation and regulation of electric scooters.**

# 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, kiddie 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

March 16, 2022

Public Services & Safety Committee

Dear Alderpersons Bates and Hillstrom,

It's my intent to initiate a directive to staff to explore temporarily relocating the downtown bus stop due to safety concerns. The new activity surrounding the Plaza at Gateway Park is a wonderful addition to our community. However, construction of the 201 Building combined with bus traffic has created a dangerous situation. In addition, I have been approached by downtown business owners who are troubled by the challenge of crossing Wisconsin Avenue at Marketplace with on-coming buses which do not stop or slow down for pedestrians.

By simply moving the bus stop we can avoid a tragic accident.

I propose that the bus stop be located temporarily to E Columbian Ave. by City Hall where there are fewer pedestrians, more room, and access to toilets. I further propose the permanent location be determined following a recommendation by RDG Planning & Design upon completion of the updated Downtown plan.

(I would have brought this directly to Council, but Attorney Westbrook recommended this come before your committee.)

Thank you for your time and consideration.

Best regards,

John Skyrms  
1<sup>st</sup> District Alderperson



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

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

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**DATE:** March 21, 2022  
**TO:** Mayor Kaufert and Members of the Public Services and Safety Committee  
**FROM:** Gerry Kaiser, Director of Public Works  
Engineer Heath Kummerow  
**RE:** Harrison Pond – Memorandum of Understanding with Galloway Company

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While staff and Galloway Company representatives had reached agreement on their participation in the development of the Harrison Street Pond, a formal memorandum of understanding was never processed. The MOU is attached. In short, the MOU recognizes Galloway's ability to use the pond to cool clean water from Galloway in exchange for their reimbursing the City for the purchase of the property at 502 Monroe Street.

Staff recommends that Council approve the entering into a memorandum of understanding with Galloway Company on the Harrison Street pond.

## 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



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## 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



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## 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.

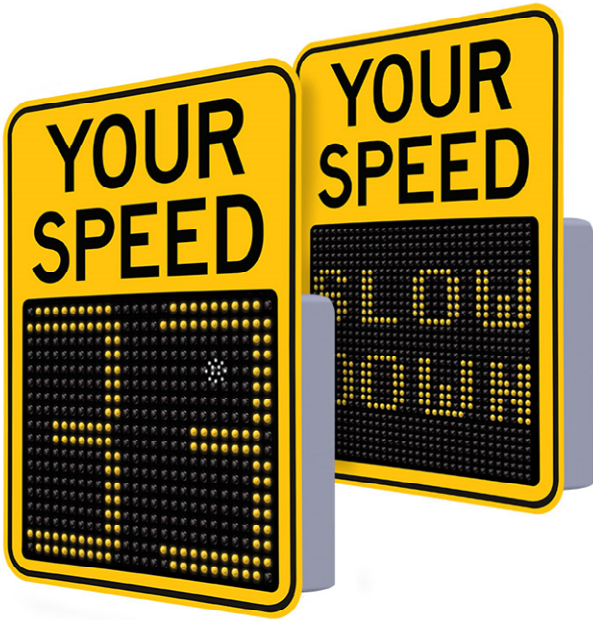
We are requesting the approval to purchase six units:

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

**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





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

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**DATE:** March 14, 2022  
**TO:** Mayor Kaufert and Members of the Public Services and Safety Committee  
**FROM:** Gerry Kaiser, Director of Public Works  
**RE:** Special Assessment Method – New Subdivision Streets

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As we approach the construction of new subdivision streets in the next year or two, staff has been evaluating the way that special assessments are calculated for these streets. Currently, the assessment ordinance (Section 13-5) calls for dividing the total cost of new street construction among the lot owners based on the Assessable Front Foot Method. This has been long accepted practice and is consistent among many communities. The drawbacks of this method are:

1. The impact on corner properties;
2. The determination of the assessable front footage for irregular lots;
3. The inconsistent cost between properties having the same benefit.

An alternative method that we'd like to consider is the Unit Method. This method simply divides the total project cost by the number of parcels in the development. Parcels platted or used as duplex parcels would be considered 2 units.

The methods were compared for two recently constructed subdivisions.

|   | Castle Oak<br>2016 | Eaglecrest<br>2018 |
|---|--------------------|--------------------|
| Assessable Street Costs                         | \$ 332,362.00      | \$ 573,289.30      |
| Maximum Street Assessment                       | \$ 9,014.10        | \$ 9,632.47        |
| Minimum Street Assessment                       | \$ 1,978.76        | \$ 4,081.19        |
| Number of Parcels                               | 76                 | 86                 |
| Unit Assessment Charge                          | \$ 4,373.18        | \$ 6,666.15        |
| Number of Properties with Increased Assessments | 43                 | 72                 |
| Average Amount of Increase                      | \$ 873.63          | \$ 730.42          |
| Number of Properties with Decreased Assessments | 33                 | 14                 |
| Average Amount of Decrease                      | \$ 1,138.36        | \$ 3,756.45        |

Note 1: Two properties in Eaglecrest had higher calculated assessments than the maximum listed but had portions of their assessments deferred due to the presence of wetlands on the parcels.

The primary beneficiaries of the change are corner lot owners. In the Eaglecrest subdivision work, these properties saw assessments \$3,000 to \$4,000 higher than non-corner parcels without any real additional benefit to the property. Parcels that will see an increase are parcels that abut cul de sacs. These parcels have an assessable frontage based on the width of the property at the setback, which is commonly less than the width of a rectangular subdivision parcel.<sup>4</sup>

There may be cases where a parcel has extra width based on circumstances on the property, such as wetlands. In these cases an adjustment could be made to reflect these conditions, as has been done in the past.

Overall, staff is of the opinion that a change to this method for special assessment calculation is more direct and understandable to property owners and easier to manage than our current method. If Committee wishes to pursue this, a draft ordinance could be prepared for Committee consideration.



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

**DATE:** March 14, 2022  
**TO:** Mayor Kaufert and Members of the Public Services and Safety Committee  
**FROM:** Gerry Kaiser, Director of Public Works  
**RE:** ERU Determination for Condominium Parcels

We have had several inquiries recently about the ERU determination for condominium parcels. The relevant section of the municipal code is shown below with the specific clauses related to condominiums shown in bold text.

*Sec. 17-126. - Customer classification.*

- (1) *For purposes of imposing the stormwater charges, all lots and parcel within the City are classified into the following customer classes:*
  - (a) **Residential—Single-Family, Manufactured Home, and Condominium.**
  - (b) *Residential—Duplex.*
  - (c) *Other developed.*
  - (d) *Undeveloped.*
- (2) *Each property shall be assigned a classification as defined herein.*
- (3) *The average square footage of impervious area of ERU is established to be equivalent to 3,138 square feet.*
- (4) **The charge imposed for Single Family, Manufactured Home and Condominium property units shall be the rate for one ERU.**
- (5) *The charges imposed for duplex residential properties shall be the rate for one-half of one ERU for each individual dwelling unit existing on the property (½ ERU rate multiplied by the number of dwelling units).*
- (6) *The charges imposed for other developed properties as defined herein shall be the rate for one ERU, multiplied by the numerical factor obtained by dividing the total impervious area of the property by the square footage of one ERU. The factor shall be rounded down to the nearest one-half, i.e.,*

$$ERU \text{ rate} \times \frac{\text{Impervious Area}}{\text{Area of 1 ERU}}$$

The inquiries were specific to the charge of 1 ERU for each of side-by-side twindominium units while an adjacent standard duplex property is charged 1 ERU for the entire parcel. The 1 ERU charge also applies to condominium units in developments that are more multi-family in design. A tabulation of our condominium properties was prepared showing the type of property and the storm water charge.

| Parcel Count  |    |     | Current Charges |
|---------------|----|-----|-----------------|
| Multifamily   | MF | 232 | \$19,488.00     |
| Duplex        | DU | 156 | \$13,104.00     |
| Single Family | SF | 5   | \$420.00        |
|               |    |     |                 |
|               |    |     | 393             |
|               |    |     | \$33,012.00     |

The ordinances of a number of communities were also reviewed. Many treat condominiums in the equivalent land use category, in other words:

- single family condominiums are treated the same as single family houses, with a 1 ERU charge;
- twindominiums are treated the same as the sides of a duplex, with each getting a 0.5 ERU charge;
- condominiums within multi-family style developments are treated as an apartment complex would be treated based on the total ERUs on the master parcel.

| Community    | Single Family Detached | Duplex       | Multi-Family | Non-Residential | Condominium              |
|--------------|------------------------|--------------|--------------|-----------------|--------------------------|
| Neenah       | 1 ERU                  | 0.5 ERU/unit | Calculation  | Calculation     | 1 ERU                    |
| Appleton     | 1 ERU                  | 0.5 ERU/unit | Calculation  | Calculation     | Same as development type |
| De Pere      | 1 ERU                  | 0.7 ERU/unit | 0.5 ERU/unit | Calculation     | 0.7 ERU/unit             |
| Eau Claire   | 1 ERU                  | 0.5 ERU/unit | 0.4 ERU/unit | Calculation     | No mention               |
| Janesville   | 1 ERU, 0.7 ERU         | 0.5 ERU/unit | Calculation  | Calculation     | No mention               |
| Little Chute | 1 ERU                  | 0.6 ERU/unit | Calculation  | Calculation     | No mention               |
| Menasha      | 1 ERU                  | 1 ERU/unit   | Calculation  | Calculation     | No mention               |
| Middleton    | 1 ERU                  | 1 ERU/unit   | Calculation  | Calculation     | 1 ERU or Calculation     |
| Sheboygan    | 1 ERU                  | 0.7 ERU/unit | Calculation  | Calculation     | No mention               |

If a change were made to storm water charges for condominium property, moving the twindominiums to a 0.5 ERU charge can be done fairly easily. The more difficult change is for the multi-family development condominiums. If based on actual ERUs, each unit within a development would be charged for an equal share of the total impervious area of the development. Essentially, each development of this type will have its own total charge that will be divided equally among the units within that development. This results in charges ranging from 0.4 ERUs to 1.0 ERUs for developments of this type within the city (see table below). Rather than carry multiple charges within the billing system for condominiums that are part of multi-family style developments, some communities assign a standard factor, such as 0.7 ERU charge per unit, for those types of developments. Given the range of ERU values, my preference is to charge units based on the impervious area of their specific development. Based on discussions with the billing clerk, the billing system can manage and clearly document the basis for the different charges. A combination of each of these changes would result in an estimated revenue reduction of about \$13,000.

| Multi-Family Condo Site | ERUs   | No. Units | ERU/Unit |
|-------------------------|--------|-----------|----------|
| 406/410 First St        | 16.63  | 43        | 0.4      |
| McKinley Manor          | 16.30  | 24        | 0.7      |
| Tullar Place            | 12.35  | 17        | 0.7      |
| Gillingham Manor        | 9.97   | 24        | 0.4      |
| Memorial Park Estates   | 87.58  | 108       | 0.8      |
| Mahler Farm Condos      | 15.87  | 16        | 1.0      |
|                         | 158.68 | 232       | 0.7      |

If Committee wishes to pursue this approach to assigning ERUs to condominium property, a draft ordinance could be prepared for Committee consideration.



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

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

---

**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.

## Public Services & Safety Committee

### Temporary Extension of Licenses Premises Application

| Applicant           | Event Contact | Name of Event      | Location            | Date(s) of Event | Time of Event |  |
|---------------------|---------------|--------------------|---------------------|------------------|---------------|--|
| Greene's Pour House | Robert Greene | 10-Year Anniversay | 134 W Wisconsin Ave | 5/21/2022        | 11am - 10pm   |  |
|                     |               |                    |                     |                  |               |  |



## 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: <i>yes</i>    | 25 days prior to event |         |           |

### Section 1: License Information

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

### Section 2: Event Information

|  |
|--|
| Name of Event:<br><i>Greene's Pour House 10 year Anniversary</i>   |
| List Dates & Times (include a.m. or p.m.): <i>Dates MUST be consecutive. If not, separate applications must be filed. Cannot exceed (3) days.</i><br><i>May 21st 11:00 AM - 10:00 PM</i> |

### 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.

|   |   |
|---|---|
| <input checked="" type="checkbox"/> Sidewalk at the <i>Church St</i> of premise | <input type="checkbox"/> Parking lot at the _____ of premise. |
| <input checked="" type="checkbox"/> Street of the <i>Church St</i> of premise   | <input type="checkbox"/> Parking lot at the _____ of premise. |
| <input type="checkbox"/> Other: _____   |   |

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

|   |  |
|---|--|
| <input checked="" type="checkbox"/> I own | <input checked="" type="checkbox"/> I will obtain a special event permit (see information sheet for details) |
| <input type="checkbox"/> I lease          | <input type="checkbox"/> 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:

|                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I affirm my understanding that any decision made by the Council is final and not subject to appeal; and                   |
| <input checked="" type="checkbox"/> | I understand that there is a possibility that my permit may not be approved due to the untimely filing of my application. |

**ALL APPLICANTS:**

|                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | 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. |
| <input checked="" type="checkbox"/> | 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

BTAG

Back  
Parking  
Lot

Greene's  
Four House



# 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](mailto: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](mailto: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](mailto: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](mailto: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.



# 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](mailto: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](mailto: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](mailto: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](http://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 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 Greene

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](mailto:jheinz@ci.neenah.wi.us)

### OFFICE USE ONLY

#### Cost Estimate

Parks & Recreation

Total Cost

Sponsor Cost

Public Works/Traffic

Police

NM Fire

Total \$1,300.00 \$1,300.00

#### Approvals

Special Events Task Force

Signature

Joni Durny

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  
WISCONSIN

# 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](mailto: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](mailto: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](mailto: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](mailto: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 2:30 pm 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 / Drive 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](mailto: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**  
WISCONSIN

# 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](mailto: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](mailto: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](http://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 Cheryl 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](mailto: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



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

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**DATE:** March 24, 2022  
**TO:** Mayor Kaufert and Members of the Public Services and Safety Committee  
**FROM:** Gerry Kaiser, Director of Public Works  
**RE:** Public Works General Activity

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- 1) Contract 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.
- 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 opened for this contract and will be reviewed by the Board of Public Works on March 29.
- 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 is scheduled for March 29 with work tentatively set to start o the week of April 11.
- 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.