



City of Neenah
COMMON COUNCIL AMENDED AGENDA
Wednesday, September 4, 2024 at 7:00 PM
Neenah City Hall, 211 Walnut Street
Council Chambers

- I. Roll Call and Pledge of Allegiance
- II. Introduction and Confirmation of Mayor's Appointment(s)
 - A. Appointment of Mayor Lang and Alderman Lendrum to the East Central Wisconsin Regional Planning Commission Appleton (Fox Cities) Metropolitan Planning Organization Policy Board for a term two-year term expiring April 2026. **(UC)**
- III. Approval of Council Proceedings
 - A. Approval of the Council Minutes and Proceedings of August 21, 2024 regular session. **(UC)**
- IV. Public Forum
 - A. Speakers should give their name and residential address (not mailing address) and are allowed five minutes to speak on any topic.
- V. Mayor/Council consideration of public forum issues
- VI. Consent Agenda
 - A. Approve Temporary Extension of Licensed Premises Application to Cedar Neenah, LLC, 1330 S. Commercial Street, Neenah, for the Cedar Cornhole Event, to be held on September 7, 2024, from 1:00 PM to 6:00 PM. **(PSSC)**
 - B. **(UC)**
- VII. Reports of standing committees
 - A. Regular Public Services and Safety Committee meeting of August 27, 2024: (Chairman Lendrum/Vice Chair Hillstrom) (Minutes can be found on the City web site)
 1. Committee recommends Council approve the purchase of two (2) 24' ceiling fans for the south vehicle bay from Black Gold Environmental Services in the amount of \$12,688.00 and installation costs not exceeding \$2,300.00 utilizing 2024 Capital Equipment budgeted funds. **(RollCall-Pro)**
 2. Committee recommends Council approve a budget amendment of \$8,000 from remaining funds from the Sewer Capital Project Funds, Project SEW09, Sewer Utility Truck, to purchase a Boss VBX 6500 Auger Salt Spreader from Monroe Truck Equipment in the amount of \$6,848.00. **(RollCall-Pro)**
 3. Committee recommends Council approve the Design and Engineering Services of Arrowhead Park to GRAEF, in an amount not exceed \$189,617.00, utilizing ARPA funds allocated for Arrowhead as identified in the 2024 Capital Budget. **(RollCall-Pro)**
 4. Committee recommends Council approve the Schematic Design proposal for the innovation building from Gries Architectural Group, Inc., in the amount not

to exceed \$23,500, utilizing Budgeted 2024 CIP Arrowhead Funds. **(RollCall-Pro)**

5. Committee recommends Council approve the Prairie Design Services proposal from J. Kox Landscape Architecture, LLC, in the lump sum amount not to exceed \$9,500, utilizing Budgeted 2024 CIP Arrowhead Funds. **(RollCall-Pro)**
 6. Committee recommends Council approve Ordinance No. 2024-18 modifying the Neenah Municipal Code to permit the sale of malt beverages from convenience stores as specified within the Ordinance. **(RollCall-Pro)**
 7. Committee recommends Council approve the Cities of Appleton and Neenah Memorandum of Agreement for weight and measure services **(RollCall-Pro)**
 - B. Regular Finance and Personnel Committee meeting of August 26, 2024: (Chairman Erickson/Vice Chair Boyette) (Minutes can be found on the City web site)
 1. Meeting cancelled, no report.
 - C. NMFR Joint Finance & Personnel Committee and Joint Fire Commission meeting of August 27, 2024: (Chairman Boyette) (Minutes can be found on the City web site)
 1. Both the Committee and the Commission recommend both councils direct NMFR staff and Director Fairchild to complete an in-house comprehensive position classification study for NMFR Administrative non-union positions. **(RollCall-Pro)**
- VIII. Reports of special committees and liaisons and various special projects committees
- A. Regular Plan Commission meeting of August 27, 2024: (Council Rep Steiner) (Minutes can be found on the City web site)
 1. Meeting cancelled, no report.
 - B. Landmarks Commission
 1. Report from the August 14, 2024 Landmarks Commission Meeting– Alderman Weber
 - C. Bergstrom Mahler Museum
 1. Report from the August 28, 2024 Bergstrom Mahler Museum Meeting – Council President Borchardt
 - D. Parks & Recreation Commission
 1. Report from the Park Commission Meeting – Alderman Weber
- IX. Presentation of petitions
- A. Any other petition received by the City Clerk's Office after distribution of the agenda.
- X. Council Directives
- XI. Unfinished Business
- A. Approve Corrected Resolution No. 2024-10 Creating City of Neenah Tax Increment District No. 13 and Approving the District Project Plan. (Director Haese) **(RollCall-Pro)**
- XII. New Business
- A. Any announcements/questions that may legally come before the Council.
- XIII. Adjournment

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

Common Council Minutes
Wednesday, August 21, 2024 at 7:00 p.m.

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00 p.m., August 21, 2024, in the Council Chambers of Neenah City Hall.

Mayor Lang is the chair.

Present: Aldermen Boyette, Erickson, Hillstrom, Ellis, Pollnow, Lendrum, and Council President Borchardt. Alderman Weber and Steiner were excused. Staff present Director of Finance Rasmussen, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, City Attorney Rashid, and City Clerk Nagel.

Also Present: Director of Human Resources Fairchild, Fire Chief Teesch, Police Chief Olson, Assistant Police Chief Bernice, and those noted on the attached Meeting Sign-In Sheets.

Mayor Lang called the meeting to order at 7:01 p.m.

- I. The City Clerk called a voice roll call as the Mayor/Aldermen recorded their attendance in the RollCall-Pro System followed by the Pledge of Allegiance led by Alderman Erickson.
- II. Introduction and Confirmation of Mayor's Appointment(s)
 - A. None.
- III. Approval of Council Proceedings
 - A. Committee of the Whole Minutes of August 7, 2024.
 - B. Approval of the Council Minutes and Proceedings of August 7, 2024 regular session.
(UC)
Seeing no objections, the Minutes and Proceedings were ordered approved.
- IV. Public Forum
 - A. Speakers should give their name and residential address (not mailing address) and are allowed five minutes to speak on any topic.
 1. Don Bickham, 113 N. John Street – Informed the Council of the train whistle blowing excessively in the early morning hours. He is wondering if there is anything that can be done to minimize the need for the whistle or the length that the train whistle is blowing.

Mr. Bickham also finds maneuvering the sidewalks with the Neenah Foundry bumpy steel plates is difficult at best for those using walkers or wheelchairs. Mr. Bickham understands the importance of the steel plates but is wondering if they have to be bumpy.
 2. Deb Langacker, 631 Winnebago Heights – Is the Treasurer of the Fox Cities Housing Coalition. The Coalition conducted the annual Housing and Urban Development mandated Point in Time Summer Survey to get

a count of how many people are living in places not meant for human habitation. Since this count has doubled since last year's count, Ms. Langacker wanted to advocate for more workforce housing. The homeless is one issue with a lot of problems, but workers, who make a decent amount of money, are still living at home with their parents because they cannot afford housing. Ms. Langacker encourages the Council to do something to help our hard-working residents find affordable housing.

V. Mayor/Council consideration of public forum issues

- A. Alderman Pollnow asked Director Haese the status of the housing study. Director Haese advised the kick-off meeting is in the next week or two. Plans on how to proceed will be discussed at that meeting. Alderman Pollnow would like to be part of that committee.
- B. Mayor Lang appreciates Mr. Bickham informing the Council of the train whistle. Mayor Lang has contacted the railroad in the past and will reach out again. However, whether or not the railroad will comply is out of the city's hands.

VI. Consent Agenda

- A. Approve Temporary Extension of Licensed premise for Grainworks Old + New for Allocated Bourbon Day to be held September 7, 2024, from 10am-4pm at 200 Main Street. **(PSSC)**
- B. Approve Temporary Extension of Licensed premise for Lion's Tail Brewing for Oktoberfest 2024 to be held September 20th 3-10:30pm, September 21st 12-10:30pm, and September 22nd 9am-3pm at 116 S. Commercial Street. **(PSSC)**
- C. Approve Temporary Extension of Licensed premise for Fire-Lite, Inc. for Saving Paws Fundraiser to be held September 14, 2024, from 11am-10pm at 1171 Gillingham Road. **(PSSC)**
- D. **(UC)**
Seeing no objections, the Consent Agenda was ordered approved.

VII. Reports of standing committees

- A. Special Public Services and Safety Committee meeting of August 21, 2024: (Chairman Lendrum/Vice Chair Hillstrom)
 - 1. Items acted on under the Consent Agenda.
- B. Regular Public Services and Safety Committee meeting of August 13, 2024: (Chairman Lendrum/Vice Chair Hillstrom) (Minutes can be found on the City web site)
 - 1. Meeting cancelled, no report.
- C. Regular Finance and Personnel Committee meeting of August 12, 2024: (Chairman Erickson/Vice Chair Boyette) (Minutes can be found on the City web site)
 - 1. Meeting cancelled, no report.

VIII. Reports of special committees and liaisons and various special projects committees

- A. Regular Plan Commission meeting of August 13, 2024: (Council Rep Steiner) (Minutes can be found on the City web site)

1. Meeting cancelled, no report
- B. Board of Public Works meeting of August 15, 2024: (Vice Chair Hillstrom) (Minutes can be found on the City web site)
 1. Information Only Items:
 - a) The Board approved Change Order No. 3, Contract 3-24, Utility and Street Construction, Bayview Road, Quarry Lane, and Reed Street, for 2" Mat Overlay in Freedom Meadows Subdivision, in the amount of \$77,511.44.
 - b) The Board approved Pay Request No.5, Contract 1-24, Sanitary and Storm Sewer, Water Main, and Street Construction, on Belmont Avenue, Belmont Court, Cedar Street, and Stevens Street, to David Tenor Corporation, in the amount of \$223,674.68.
 - c) The Board approved Pay Request No.4, Contract 2-24, Sanitary and Storm Sewer, Water Main and Street Construction, on E. Doty Avenue, to Kruczek Construction, in the amount of \$275,497.98.
 - d) The Board approved Pay Request No.1, Contract 5-24, Sanitary and Storm Sewer, Water Main, and Street Construction, on North Street, to David Tenor Corporation, in the amount of \$112,275.27.
 - e) The Board approved Pay Request No.2, Contract 5-24, Sanitary and Storm Sewer, Water Main and Street Construction, on North Street, to David Tenor Corporation, in the amount of \$138,351.35.
 - f) The Board approved Pay Request No.2, Contract 7-24, Concrete Pavement, Sidewalk Repair and New Sidewalk, to Jim Fischer, Inc., in the amount of \$84,272.22.
 - g) The Board recommended the Water Works Commission Award Contract 3- 24W Removal and Disposal of Lime Sludge to Kartechner Brothers, LLC of Waupun, WI in the amount of \$396,164.50.
 - h) The Board approved Pay Request No. 7, Contract 2-23W West Side Booster Station Building Construction, to RJM Construction, LLC., in the amount of \$25,484.95

Alderman Pollnow thanked Alderman Hillstrom for reading out the Board of Public Works informational items. He does an excellent job and never gets credit for it.

Council President Borchardt is wondering if the Board of Public Works report could be a Consent Agenda item. Would like some research on why the Board of Public Works is different than the Consent Agenda for efficiency purposes. Council President Borchardt believes this is a mayoral discretion item at the time of agenda preparations, and this item would not need a council motion to make this change.

Alderman Ellis concurs with Council President Borchardt. Previous Councils only had action items requiring a council vote on the agenda.

Mayor Lang will take that under consideration for future agendas.

- C. Reports on neighborhood groups.
 - 1. Report from the Business Improvement District Board (BID Board) August 20, 2024 Meeting – Alderman Ellis
 - a) Preparing to start next year's budget process.
 - b) Still looking at lighting and landscaping design for Wisconsin Avenue as well as for the lot behind Westgor Funeral Home.
 - c) Retention and creation of new businesses downtown is going well.
 - d) Many fall events are coming up, go to Future Neenah Inc. website for information.
- D. Library Board
 - 1. Report from the Library Board August 21, 2024 Meeting – Alderman Erickson
 - a) Programming is up 63%, the customer count is up 27%, and circulation is up 15% from this time last year. The last youth program is tomorrow night.
 - b) There is a DIY school supply program whereby crafts are made from school supplies.
 - c) The Repair Café was a highly successful event. There were 110 people lined up at the door. Alderman Erickson read the report from the Library Board packet. This is a quarterly event, with the next planned Repair Café to be held in November.
- E. Neenah Arts Council
 - 1. Report from the Neenah Arts Council August 14, 2024 – Alderman Erickson
 - a) Visited Potter and Clay at 833 E. Cecil Street. They offer pottery classes, a garden in the back, and there is a store located there as well.
 - b) The next meeting will be held at the YMCA where the council will tour the Arts and Humanities Department.
 - c) There is a Pop-Up Art Show called Chasing Stars and Faces in Art, hosted by Future Neenah, Inc. on September 17th from 6-8 PM.
- F. Landmarks Commission
 - 1. Report from the Landmarks Commission August 14, 2024 – Alderman Weber
 - a) Alderman Weber is excused, therefore, no report.

Council President Borchardt spoke on another efficiency he would like to see implemented by asking that committee reports be emailed ahead of time to the Clerk for meeting minutes. It is not a requirement, but rather an efficiency effort. It is understood that this may not be possible for some committees, but those that can, would be helpful.

- IX. Presentation of petitions
 - A. Any other petition received by the City Clerk's Office after distribution of the agenda.
 - 1. No petitions were received.

- X. Council Directives
 - A. CD2024-04, review the grant policy and process. (Alderman Boyette)
 - 1. Director Rasmussen gave a presentation on Policy 2015-1, Grant Administration. This presentation is attached to the record copy of the minutes. Director Rasmussen also distributed a handout, which is also attached to the record copy of the minutes.

Mayor Lang addressed the Communications Specialist position, how it fits in with the grant writing process, and how staff is utilizing the position in that regard. A project must be brought forth by a department head. Once a project is identified and a grant is available, the Communication Specialist assists with the grant writing process. The Communication Specialist does not seek out a grant then find a project to fit within the grant requirements. The main responsibilities of the Communication Special are marketing and communications, as well as being the point person for the culture initiative.

As pointed out in Director Rasmussen's presentation, the current Grant Policy is outdated, and staff will be working on a rewrite of said policy. Mayor Lang agrees that it is time to rewrite the Grant Policy because written, seems hard to understand by both staff and council. Mayor Lang also thanked Director Rasmussen for her work on the presentation during a busy budget time.

Alderman Boyette also thanked Director Rasmussen for her time and work on the presentation.

Alderman Erickson found a new service offered by the League of Wisconsin Municipalities. Located on their website is a new Grant Finder application used to locate grants. Alderman Erickson is not a fan of the "Pet of the Week" on the outside display board. She would rather display events or activities happening in the community rather than having a "Pet of the Week".

- XI. Unfinished Business
 - A. Alderman Pollnow asked for a status update on Council Directive 2024-03 Alcohol Sales in Convenience Stores. The ordinance is set to go to Public Services and Safety next week.
 - B. Alderman Boyette would like to know where the policies are kept and if council has access to them. Mayor Lang thanked Alderman Boyette for her patience as she looks into that question.
- XII. New Business
 - A. Arrowhead Park Development Status Report. (Alderman Hillstrom)

The Arrowhead Park Committee met to hear in-person presentations last week. The selection process is on-going.

- B. Alderman Pollnow asked about the Arrowhead Taskforce, when it meets and how can he attend. Mayor Lang replied the Arrowhead Taskforce was charged with creating the conceptual plan, which has been completed, therefore, the Taskforce no longer meets. The group meeting to review the RFPs is an internal group. RFPs are typically reviewed internally within a department.
- C. Council President Borchardt advised that he and Alderman Pollnow have embarked on their statewide City Council Meetings to identify how other municipalities run their meetings. Most municipal meetings start at 6:00 PM. Council President Borchardt would like the Council to consider starting its meeting at 6:00 PM. This is due to staff who have been working all day and for those who come from outside the city.
 - 1. Alderman Erickson advised of a potential for a conflict with the Library Board Meeting that starts at 4 PM on the second Council Meeting of the month. She also pointed out that 6:00 PM start would not allow for special meetings prior the Council Meeting.
 - 2. Alderman Boyette echoed Alderman Erickson's comment of not allowing special meetings prior to Council Meetings.
 - 3. Alderman Pollnow supports a 6:00 PM start because the County Board starts at 6:00 PM and so does the City of Menasha. Times were adjusted at the Organizational Meeting for the Committee Meetings and thus supports an earlier start. Alderman Pollnow also believes that the less special meetings the better.
 - 4. Alderman Ellis believes some think time on this is a good idea. Both Aldermen Erickson and Boyette brought up good points. If we look at 6 or 6:30 PM for an adjusted time, there are a lot of little nuances that should be looked at and considered perhaps by the Committee on Rules.
 - 5. Alderman Lendrum does not believe it should go to the Committee on Rules because there are only three people on the committee. A survey should be done to see how it fits into everyone's schedule.
- D. Mayor Lang advised that she attended the Fox Cities Chamber of Commerce Annual Board Retreat. Mayor Lang presented the Chamber with a proclamation of congratulations for their best Chamber of Commerce National Award. This was a magnificent achievement for them.

XIII. Adjournment

Motion by Pollnow/Borchardt to adjourn. Motion carried in a voice vote 7-0. Meeting adjourned at 7:56 PM.

Respectfully submitted,



Charlotte Nagel, City Clerk

Common Council Proceedings
Wednesday, August 21, 2024 at 7:00 p.m.

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00 p.m., August 21, 2024, in the Council Chambers of Neenah City Hall.

Mayor Lang is the chair.

Present: Aldermen Boyette, Erickson, Hillstrom, Ellis, Pollnow, Lendrum, and Council President Borchardt. Alderman Weber and Steiner were excused. Staff present Director of Finance Rasmussen, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, City Attorney Rashid, and City Clerk Nagel.

Also Present: Director of Human Resources Fairchild, Fire Chief Teesch, Police Chief Olson, Assistant Police Chief Bernice, and those noted on the attached Meeting Sign-In Sheets.

Mayor Lang called the meeting to order at 7:01 p.m.

- I. The City Clerk called a voice roll call as the Mayor/Aldermen recorded their attendance in the RollCall-Pro System followed by the Pledge of Allegiance led by Alderman Erickson.
- II. Introduction and Confirmation of Mayor's Appointment(s)
 - A. None.
- III. Approval of Council Proceedings
 - A. Committee of the Whole Minutes of August 7, 2024.
 - B. Approval of the Council Minutes and Proceedings of August 7, 2024 regular session.
(UC)
Seeing no objections, the Minutes and Proceedings were ordered approved.
- IV. Consent Agenda
 - A. Approve Temporary Extension of Licensed premise for Grainworks Old + New for Allocated Bourbon Day to be held September 7, 2024, from 10am-4pm at 200 Main Street. **(PSSC)**
 - B. Approve Temporary Extension of Licensed premise for Lion's Tail Brewing for Oktoberfest 2024 to be held September 20th 3-10:30pm, September 21st 12-10:30pm, and September 22nd 9am-3pm at 116 S. Commercial Street. **(PSSC)**
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 - D. **(UC)**
Seeing no objections, the Consent Agenda was ordered approved.
- V. Reports of standing committees
 - A. Special Public Services and Safety Committee meeting of August 21, 2024: (Chairman Lendrum/Vice Chair Hillstrom)
 1. Items acted on under the Consent Agenda.

- B. Regular Public Services and Safety Committee meeting of August 13, 2024: (Chairman Lendrum/Vice Chair Hillstrom) (Minutes can be found on the City web site)
 - 1. Meeting cancelled, no report.
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- A. Regular Plan Commission meeting of August 13, 2024: (Council Rep Steiner) (Minutes can be found on the City web site)
 - 1. Meeting cancelled, no report
- VII. Adjournment
- Motion by Pollnow/Borchardt to adjourn. Motion carried in a voice vote 7-0. Meeting adjourned at 7:56 PM.**

Respectfully submitted,



Charlotte Nagel, City Clerk

Public Services & Safety Committee

August 27, 2024

Temporary Extension of Licenses Premises Application

Applicant	Event Contact	Name of Event	Location	Date(s) of	Time of Event
Cedar Neenah, LLC	Ken Lulloff	Cedar Cornhole Event	Cedar Bar Parking Lot	9/7/2024	1p-6p

Approved Special Event Permits

Applicant	Name of Event	Class of Event	Location	TDORA	Dates	Approved
Future Neenah, Inc.	Boogie Downtown	Class A	100 & 200 Block of W. Wisconsin Ave	Yes	8/28/2024	Approved
Fox Valley Labor Council	Labor Day Parade	Class A	Usual parade route between Menasha and Neenah	No	9/2/2024	Approved
Grainworks Old + New	Allocated Bourbon Day	Class A	Grainworks building, Part of Doty Ave, & Plexus Parking lot	No	9/7/2024	Approved
Fox Valley Suicide Prevention	Out of the Darkness Suicide Prevention Walk	Class A	Riverside Park	No	9/7/2024	Approved
Alzheimer's Prevention Fox Cities	Alzheimer Prevention Walk	Class A	Jeweler's Mutual Trail	No	9/14/2024	Approved
First Nations Outreach, Inc	Powwow	Class A	Shattuck Park	No	9/14/2024	Approved
Community 1st Credit Union	Fox Cities Marathon	Class A	Riverside Park	No	09/20/2024 thru	Approved



TEMPORARY EXTENSION OF LICENSED PREMISES APPLICATION

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

(920)886-6110

clerk@neenahwi.gov

www.ci.neenah.wi.us

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

Section 1: License Information

Licensee (Name of Sole Proprietor, All Partners or Agent of Corporation or LLC): Ken Lulloff & Dave Malverson Ken Lulloff & Dave Malverson	Contact Phone # Ken 920-227-8201
Corporation or LLC Name: (if applicable) Cedar Neenah LLC	Business/Trade Name: Cedar Bar + Grill
Business Address: 1330 S. Commercial St	

Section 2: Event Information

Name of Event: Cedar Cornhole Event
List Dates & Times (include a.m. or p.m.): Dates MUST be consecutive. If not, separate applications must be filed. Cannot exceed (3) days. Saturday September 7th Backup Date → Sunday September 8th

Section 3: Extension of Premise

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

☐ Sidewalk at the _____ of premise	☒ Parking lot at the <u>Back</u> of premise.
☐ Street of the _____ of premise	☐ Parking lot at the _____ of premise.
☐ Other: _____	

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

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

Section 4: Other:

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

Section 5: Acknowledgement and Signature

APPLICANTS FILING AFTER THE DEADLINE:

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

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

ALL APPLICANTS:

- ☒ I understand that the filing of an application does not constitute authorization to hold any event, the event for which the permit is sought cannot be held unless a valid Temporary Extension of Licensed Premise Permit has been issued, and that the permit cannot be issued unless and until the fee has been paid and the application approved.
- ☒ I understand the permit must be posted in a conspicuous place next to your retail license for the duration of the event.

Ken Lulloff
Signature of Sole Proprietor, Partner or Agent

Parking Lot

Commercial Street

Cedar Grove
Filling

Proposed
Cornhole
Event

****AMENDED****
CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Tuesday, August 27, 2024

Present: Chairperson Lendrum, Alderperson Borchardt, Hillstrom, Pollnow, and Weber

Excused:

Also Present: Mayor Lang, City Attorney Rashid, Public Works Director Kaiser, Community Development and Assessor Director Haese, Parks & Recreation Director Kading, Public Works Superintendent Radtke, Public Works Office Manager Mroczkowski, Assistant Public Works Superintendent Beyer, Alderperson Boyette, Ron Albrecht, Arnold Stachurski, Scott Becher, Heidi Keating, and Duke Behnke

Approval of Minutes of the Meeting of the Meeting of July 30, 2024, and the Special Meeting of August 21, 2024

Motion by Hillstrom, Seconded by Weber to approve the minutes of the meeting of July 30, 2024, and the Special Meeting of August 27, 2024

Motion Carried. All voting aye. 5/0

Public Appearance

Scott Becher, 1061 Green Acres Ln, Neenah – Mr. Becher spoke in regard to the Arrowhead RFP review team. He stated that it is a governmental body that should fall under Wisconsin's open meeting laws and the Wisconsin's open records law.

Heidi Keating, 525 Riford Rd, Neenah – Ms. Keating spoke in regard to the proposed ordinance modification allowing alcohol sales in convenience stores. Ms. Keating stated that she does not support the change. She stated that she commends the City of Neenah for their foresight to pass an ordinance that protects the community from the affects alcohol can cause. She stated that revoking the ordinance will increase alcohol related crimes and harms. Ms. Keating stated that this ordinance protects the Neenah community members.

Ron Albrecht, 1144 Westwind Ct, Neenah – Mr. Albrecht spoke in regard to the proposed ordinance modification allowing alcohol sales in convenience stores. He stated that he works for Kwik Trip and is in favor of the ordinance change. He stated that fermented malt beverage sale is not a high profit category for Kwik Trip but is an item that the public would like to be able to purchase in convenience stores. Mr. Albrecht stated that Kwik Trip wants a win/win for the public and wants everyone to be on a level playing field.

Arnold Stachurski, 1356 Mulberry Ln, Neenah - Mr. Stachurski spoke in regard to the proposed ordinance modification allowing alcohol sales in convenience stores. He stated that he also works for Kwik Trip and supports the ordinance change. Mr. Stachurski stated that he too wants to be on a level playing field.

Public Works Superintendent Radtke introduced Travis Beyer as the new Assistant Public Works Superintendent.

Chairperson Lendrum closed public appearances.

South Vehicle Bay Ceiling Fans

Report

Motion by Pollnow, Seconded by Borchardt to recommend Council approve the purchase of two (2) 24' ceiling fans for the south vehicle bay from Black Gold Environmental Services in the amount of \$12,688.00 and installation costs not exceeding \$2,300.00 utilizing 2024 Capital Equipment budgeted funds.

Public Works Superintendent Radtke stated that this will be the second set for the south vehicle bay. He stated that these fans are doing a great job circulating the air in the vehicle storage area. Public Works Superintendent Radtke stated that he will be looking at installing these fans in other work areas in the municipal garage in the future.

Call for vote by Chairperson Lendrum

Motion Carried 5/0

Replacement of V-Box Salt Spreader

Report

Motion by Pollnow, Seconded by Borchardt to recommend Council approve a budget amendment of \$8,000 from remaining funds from the Sewer Capital Project Funds, Project SEW09, Sewer Utility Truck, to purchase a Boss VBX 6500 Auger Salt Spreader from Monroe Truck Equipment in the amount of \$6,848.00.

Public Works Superintendent Radtke stated that the current salt spreader was purchased in 2004 and has had the motor and conveyors replaced twice.

Call for vote by Chairperson Lendrum

Motion Carried 5/0

Licenses & Permits

Approve the Temporary Extension of Licensed Premises Application to Cedar Neenah, LLC, for the Cedar Cornhole Event.

C.A.

Motion by Pollnow, Seconded by Weber to recommend Council approve the Temporary Extension of Licensed Premises Application to Cedar Neenah, LLC, 1330 S. Commercial Street, Neenah, for the Cedar Cornhole Event, to be held on September 7, 2024, from 1:00 PM to 6:00 PM.

Call for vote by Chairman Lendrum

Motion Carried. All voting aye. 5/0

Special Events Permits Informational Only

Design and Engineering Services for Arrowhead

Report

Motion by Weber, Seconded by Hillstrom to recommend Council approve the Design and Engineering Services of Arrowhead Park to GRAEF, in an amount not exceed \$189,617.00, utilizing ARPA funds allocated for Arrowhead as identified in the 2024 Capital Budget.

Director Kading reviewed his memo of August 22. He stated that under the direction of Mayor Lang, City staff issued Requests for Qualifications (RFQs) to over 20 firms and listed the RFQ on QuestCDN, an online service representing construction and engineering firms. He stated that 10 individuals from various firms attended a June 11, 2024, walkthrough at Arrowhead. Director Kading stated that on June 19, 2024, five firms submitted responses to the RFQ they were JSD, IMEG, MSA, SEH and GRAEF.

Director Kading stated that after the RFQ submittals were received, staff issued a Request for Proposal (RFP) to the five firms. He stated that the interview team reviewed the RFP's and invited four of the five firms to interview with the team. Director Kading stated that after completion of the interview process, fee proposals were reviewed, and the interview team met to further discuss and deliberate.

Director Kading stated that the Arrowhead interview team, based upon quality of presentation and overall strength of team recommends GRAEF in an amount not to exceed amount of \$189,617.00. Director Kading noted that the Parks Commission met earlier today and approved GRAEF as well.

Aldersperson Pollnow stated that in May 2024, the Council voted to receive and place on file the RDG Planning and Design for Arrowhead. He stated that he thought the plan was great, but it did not have costs or a timeline. He stated that for this reason and also that he feels this is a want and not a need, he will be voting against this item.

Call for vote by Chairperson Lendrum

Motion Carried 4/1 (Pollnow)

Schematic Design for the Innovation Building at Arrowhead

Report

Motion by Weber, Seconded by Hillstrom to recommend Council approve the Schematic Design proposal for the innovation building from Gries Architectural Group, Inc., in the amount not to exceed \$23,500, utilizing Budgeted 2024 CIP Arrowhead Funds.

Director Kading reviewed his memo from August 20. He stated that the innovation building is meant to serve as the “HUB” for Arrowhead. He stated that maintenance and parks and recreation programming will be supported out of this facility along with having restrooms.

Call for vote by Chairperson Lendrum

Motion Carried 4/1 (Pollnow)

Prairie Design Services for Arrowhead

Report

Motion by Weber, Seconded by Hillstrom to recommend Council approve the Prairie Design Services proposal from J. Kox Landscape Architecture, LLC, in the lump sum amount not to exceed \$9,500, utilizing Budgeted 2024 CIP Arrowhead Funds.

Call for vote by Chairperson Lendrum

Motion Carried 4/1 (Pollnow)

Council Directive-Convenience Store Alcohol Sales Allowance

Report

Motion by Pollnow, Seconded by Weber to recommend Council approve Ordinance No. 2024-18 modifying the Neenah Municipal Code to permit the sale of malt beverages from convenience stores as specified within the Ordinance.

Director Haese reviewed his memo of August 22. He stated that in response to the Council directive, staff prepared an ordinance to modify the Municipal Code permitting the sale of malt beverages with reasonable restrictions at convenience stores. Director Haese stated that the specific conditions and restrictions will help provide easier processing and improve clarity for the city and the license holder.

Aldersperson Pollnow stated that he is happy to see this modification to the ordinance. He stated that it is good for the city when it comes to future development.

Alderson Hillstrom stated that there are 11 convenience stores in the City of Neenah and 52 locations to purchase alcohol in the City of Neenah. He stated that if we approve this ordinance, larger convenience stores are going to start moving into the city, putting the smaller convenience stores out of business. Alderson Hillstrom stated that he has heard from many people, both from Neenah and outside of Neenah, how they admire the city for the stance they have taken with alcohol in the parks and where alcohol is sold.

Call for vote by Chairperson Lendrum

Motion Carried 3/2 (Lendrum, Hillstrom)

Contract for Weights and Measures Services with City of Appleton

Motion by Pollnow, Seconded by Borchardt to recommend Council approve the Cities of Appleton and Neenah Memorandum of Agreement for weight and measure services.

Call for vote by Chairperson Lendrum

Motion Carried 5/0

Public Works General Construction and Department Activity Report

- 1) Contract 7-21 (Harrison Pond): Troubleshooting is being done on the pump manhole to get them in operation.
- 2) Contract 1-23 (Chestnut, Burr, Dieckhoff, Laudan Utility and Street Construction): Work is complete. A punchlist has been provided to the contractor and final quantities are being prepared.
- 3) Contract 7-23 (High, River Utility and Street Construction): Work is complete. A punchlist is being prepared along with final quantities are being prepared.
- 4) Contract 1-24 (Belmont Ct, Belmont Av, Cedar St, Stevens St-Utilities and Street): Utility work is complete. Concrete pavement was placed on one-half of each of the streets. Weather allowing, the other half of the streets will be paved after Labor Day.
- 5) Contract 2-24 (E. Doty Av - Utilities and Street): Utility work is complete with the exception of several service replacements east of Oak St. Concrete paving was done on the north half from Commercial to Oak on 8/20. Weather allowing, the south half of that section will be paved early the week of 8/26.

- 6) Contract 3-24 (Bayview Rd, Commercial St Water Crossings, Quarry Ln, Reed St - Utilities and Street):
 - a) Bayview Rd: Work is complete.
 - b) Commercial St Water Crossings: Utility installation is complete.
 - c) Quarry Ln: Utility work is complete. Street excavation and grading will be completed the week of 8/26. Reed St south of Quarry will require additional excavation to address poor soils.
- 7) Contract 4-24 (S. Park Avenue Easement – Utilities): Work is scheduled to start in August.
- 8) Contract 5-24 (North St - Utilities and Street): Utility installation is complete, and the rest period has concluded. Concrete repairs and pavement removal are next steps.
- 9) Contract 6-24 (Jewelers Park Drive – Street): Work is complete. Final quantities are being prepared.
- 10) Contract 7-24 (Misc Concrete Pavement/Sidewalk Repair): Miscellaneous sidewalk repairs will start when the contractor remobilizes.
- 11) Contract 8-24 (Misc Asphalt Pavement/Sidewalk Repair): This contract was awarded to MCC, Inc. A schedule has not been set.
- 12) Contract 9-24 (Epoxy Pavement Markings): Pavement markings are set to be start the week of August 26th. The Tullar Road markings will be done first and will be done by before school starts.
- 13) Contract 10-24 (Tullar Garage Roof, Phase 2): The contract was awarded to H.I.S. Company. They are planning to start this work in August.
- 14) Contract 11-24 (Douglas Park Pond): Pond design is being finalized in preparation for bidding. The wetland permitting was received on 8/21.
- 15) Contract 13-24 (S. Commercial St Turn Lane at Winneconne Av): The contract was awarded to Vinton Construction. A work has not been scheduled. We are working through the property appraisal.
- 16) Our new Crafcro Mastic Patcher was put into operation on 8/21.
- 17) Traffic Engineer Merten has been monitoring the traffic conditions resulting from the closure of Washington Street in Menasha. That closure has resulted in significant peak hour traffic congestion along Commercial, Nicolet and Ahnaip. The closure is expected to be in place until 8/28.

Announcements/Future Agenda Items

None

Motion by Borchardt, Seconded by Pollnow to adjourn at 6:15 PM.

Call for motion vote by Chairman Lendrum

Motion Carried. All voting aye. 5/0

Respectfully submitted,

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

Lisa Mroczkowski
Public Works Office Manager



Department of Public Works
1495 Tullar Road • Neenah WI 54956
Phone 920-886-6260 • Fax 920-886-6269
e-mail: gradtke@neenahwi.gov

P R O P O S A L

South Vehicle Bay Ceiling Fans

- | | | |
|---|--------------|-------------|
| • Black Gold Environmental Services
○ Ogdensburg, WI | Macro-Air | \$12,688.00 |
| • Big Ass Fans (BAF)
○ Lexington, KY | Powerfoil X4 | No Bid |
| • Big Ass Fans
○ Lexington, KY | Basic 6 | No Bid |

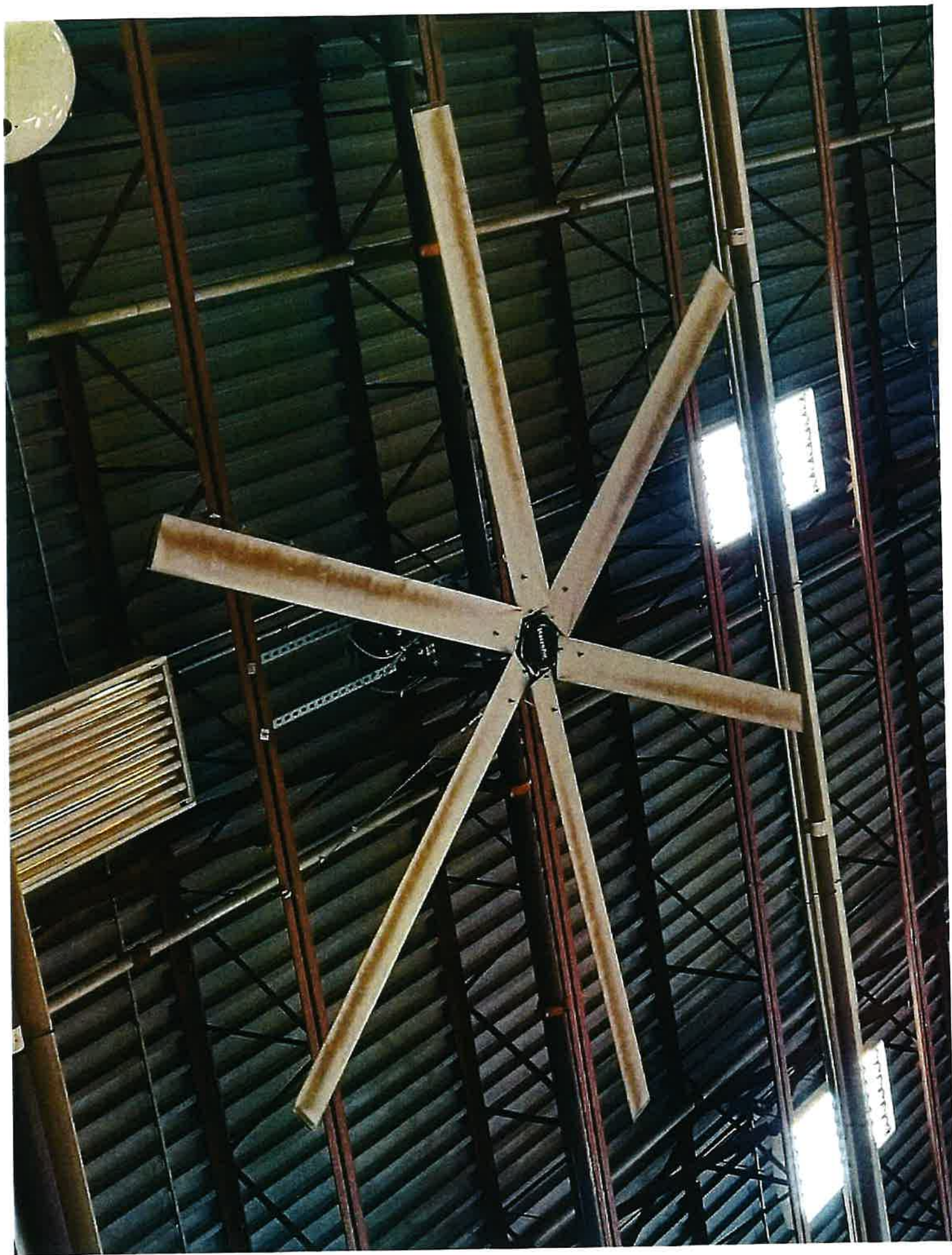
Comment:

Black Gold has installed five similar fans in the North Vehicle Bay, the mechanics, and the traffic shop. They are performing well in aiding in heating efficiency and employee comfort.

BAF has consistently bid higher in price with product and shipping.

Staff recommends purchasing two (2) 24 foot ceiling fans from Black Gold Environmental Services for the amount of \$12,688.00. Staff also recommends electrical work and fire system work not to exceed \$2,300.00.

Budgeted 2024 amount: \$15,000.00
(Page 307 item #5 in 2024 Budget Book)





Department of Public Works
1495 Tullar Road • Neenah WI 54956
Phone 920-886-6260 • Fax 920-886-6269
e-mail: gradtke@neenahwi.gov

M E M O R A N D U M

DATE: 8-22-2024

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

FROM: Greg Radtke, Public Works Superintendent

RE: Replacement of v-box salt spreader

By way of explaining the factors leading to the attached request, I would like to update the Committee on the proposal to replace our parking lot/trails v-box salter.

The salter was purchased in 2004 to fit on a pick-up truck with the intent to salt parking lots and trails. It is oversized and often gets overloaded causing excessive strain on the truck. It has been rebuilt and has come to the point of needing another engine and a major overhaul. The estimated cost will be between \$4,000 and \$5,000. not including labor.

Our snow and ice equipment supplier provided a quote of \$6,848.00 for an in-stock poly spreader that runs an electric motor, not a gas motor like our current spreader.

We saved almost \$20,000.00 on replacing Fleet #39 earlier this year by purchasing a new 2022 truck vs. a new 2024 model.

After discussions with Director Kaiser and Director Rasmussen, staff requests a budget amendment of \$8,000.00 to come from that account (Capital Equipment 046-5050-743-0236 Project #SWE09) to replace the aging salt spreader with a new unit, from Monroe Truck Equipment in the amount of \$6,848.00.



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P R O P O S A L

V-Box auger spreader

- | | | |
|--|----------------|------------|
| • Casper's Truck Equipment
Appleton, WI | Snow-Ex Helixx | \$8,031.00 |
| • Monroe Truck Equipment
DePere, WI | Boss VBX 6500 | \$6,848.00 |

Staff recommends purchasing a Boss VBX 6500 V-Box spreader from Monroe Truck Equipment for the amount of \$6,848.00.

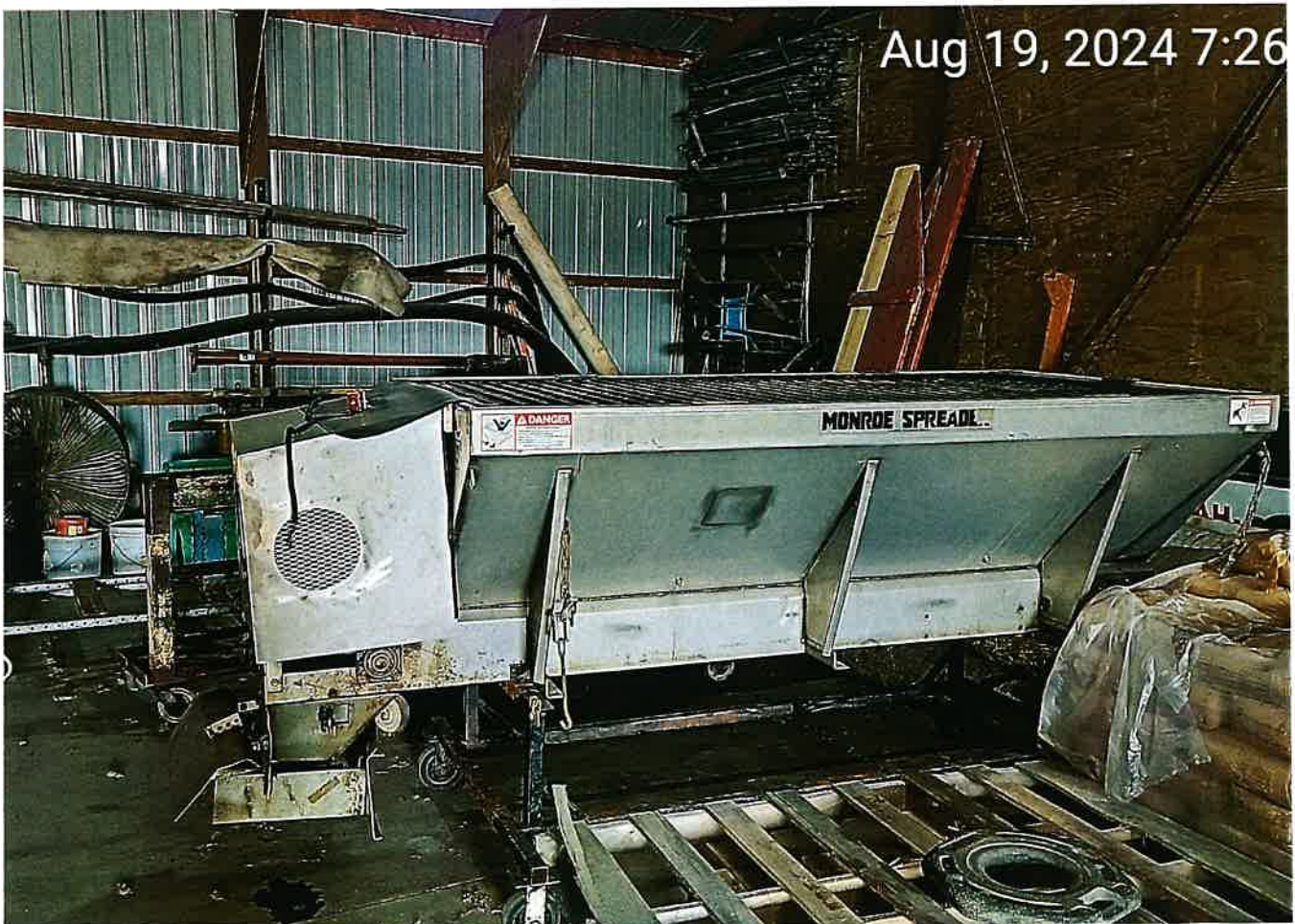
Not Budgeted

Monies to come from approved budget adjustment request as outlined on the attached memo.

Aug 19, 2024 7:27



Aug 19, 2024 7:26



TO: Mayor Lang, Chair Lendrum and Members of the Public Services and Safety Committee

FROM: Parks and Recreation Commission and Arrowhead Request for Proposals (RFP) Review Team

DATE: August 22, 2024

RE: Arrowhead - Design and Engineering Services

With the plan for Arrowhead now in place, the next step in making the vision into a reality is to complete preliminary engineering, design and feasibility analysis of the some of the key components of the plan. With that, under the direction of Mayor Lang, City staff issued Requests for Qualifications (RFQs) to over 20 firms and listed the RFQ on Quest, an online service representing construction and engineering firms. Ten individuals from various firms attended a June 11, 2024, walkthrough at Arrowhead. On June 19, 2024, five firms submitted responses to the RFQ. Those five firms were JSD, IMEG, MSA, SEH and GRAEF.

Subsequently, City staff issued a detailed Request for Proposal (RFP) and invited the five firms to submit proposals by the July 31, 2024, deadline. The interview team reviewed the five proposals and eliminated one firm. The four remaining firms, IMEG, GRAEF, SEH and MSA were invited to participate in a 1-hour interview consisting of a 20-minute presentation and 40-minute question and answer period. After completion of the interview process, fee proposals were reviewed (results listed below). The interview team then met on August 20, 2024, to further discuss and deliberate and make a recommendation.

The Arrowhead Interview Team, based upon quality of presentation and overall strength of team assembled to complete the tasks in the timeframe as identified in the RFP, recommends GRAEF as the preferred entity to complete the requested work. GRAEF proposed to complete the tasks in the allotted timeline for a not to exceed amount of \$189,617. The fees proposed by all the firms are outlined in the following table:

	GRAEF	SEH	IMEG	MSA
Area 1	\$64,507	\$212,800	\$316,860	\$142,250
Area 2	\$75,128	\$38,900	\$179,600	\$78,800
Area 3	\$49,982	\$72,700	\$152,140	\$56,250
Total	\$189,617	\$324,400	\$648,600	\$277,300

Recommendation: The Review Team unanimously recommends GRAEF to complete design and engineering services for Arrowhead in an amount not to exceed \$189,617, utilizing the ARPA funds allocated for Arrowhead as identified in the 2024 Capital Budget.

The Parks and Recreation Commission will be reviewing the recommendation during a Special Commission on Tuesday, August 27; 4:30p

Supplementary Information

Summary of Work / Deliverables to be Completed

Area 1: Preliminary Garding and Utility Plan

- Opinion of Probable Cost
- Projected Construction Timeframe
- Proposed Site Layout
- Proposed Site Grading with Floor Elevations
- Preliminary Stormwater Management Plan
- Preliminary Plan/Profile for All Utilities
- Permitting Review and Requirements

Area 2: Vehicular Access Analysis and Design

- Preliminary Site Layout Including Roadway Plan and Profile
- Secondary Emergency Access Report
- Permitting Review and Requirements

Area 3: Pedestrian Overpass Feasibility Analysis

- Construction Feasibility of Pedestrian Overpass
- Opinion of Probable Cost
- Next Steps
- Projected Construction Timeframe
- Establish Basis of Design-intended Use, Width, Length, Railroad Criteria
- Schematic Path, Plan and Profile

Members of the RFP Review Team

Jane Lang, Mayor
Lee Hillstrom, Council Representative
President Peter Kelly, Parks & Recreation Commission
Tony Mach, Water Utility Director
Gerry Kaiser, Public Works Director
Chris Haese, Community Development Director
Michael Kading, Parks and Recreation Director
Brad Schmidt, Deputy Director of Community Development
Heath Kummerow, City Engineer
John Skyrms, Downtown Property Owner
Dave Schwerbel, Retired Engineer
Matt Scharenbroch, Senior Project Manager, Miron Construction



Department of Parks & Recreation

TO: Mayor Lang, Chair Lendrum and Members of the Public Services and Safety Committee

FROM: Parks and Recreation Commission *mak.*

DATE: August 20, 2024

RE: Arrowhead – Schematic Design for Innovation Building

The Innovation Building as labeled and defined in the 2024 Arrowhead Master Plan is meant to serve as the maintenance, restroom, programming and support facility for “park” functions in Arrowhead. The Innovation Building is anticipated to be situated on the eastern edge of the 10-acre prairie in the middle portion of Arrowhead.

Schematic design services will help determine the use and size required for the building functions, provide preliminary building drawings, site plan, interior plans, exterior elevations, renderings and an opinion of probable costs. Completion of this work will feed the overall site grading and utility planning. It is estimated that the scope of work will take 3-4 weeks with 4 identified meetings with City staff, including the technical team and the Parks & Recreation staff.

Staff recommends Gries Architectural Group Inc. based upon their familiarity with downtown Neenah and surrounding area to Arrowhead; they are a locally owned and connected architectural firm with a reputation of providing solid functional services.

Summary of Funding

2024 CIP Arrowhead Funds - \$700,000

The Parks & Recreation Commission has reviewed and recommends the proposal from Gries Architectural Group Inc, Neenah, WI, in the amount not to exceed of \$23,500 utilizing Budgeted 2024 CIP Arrowhead Funds.

Suggested Action: Motion to accept the proposal from Gries Architectural Group Inc, Neenah, WI, in the amount not to exceed of \$23,500 utilizing Budgeted 2024 CIP Arrowhead Funds.

Creating Community Through People, Parks & Programs

Department of Parks & Recreation
PO Box 426
Neenah, WI 54957-0426

phone: 920-886-6062
fax: 920-886-6069
mkading@neenahwi.gov



July 29, 2024

City of Neenah – Parks & Recreation Department
211 Walnut St., P.O. Box 426
Neenah, WI 54956

Attn: Michael Kading
Director of Parks & Recreation
Via email to mkading@neenahwi.gov

RE: Proposal for Arrowhead park – New building Schematic Design

Dear Michael:

Gries Architectural Group, Inc. (GAGI) is pleased to submit for your consideration this Proposal for Architectural Services. Based on our discussion, the following is a brief description of services and budget fee.

PROJECT SCOPE

The proposed project will consist of programming and schematic design for a new facility in Arrowhead Park for the City of Neenah.

DESCRIPTION OF SERVICES

Based on the above project scope, the scope of services will primarily be consultation and preliminary design work. Architectural drawings will be provided in a schematic nature to illustrate a master plan and vision for the facility, and obtain reasonable accurate implementation costs. (4) meetings are anticipated with the City to obtain programming information and review of schematic design concepts.

No project schedule is identified, but we understand you would like to begin as soon as practical. We suggest the following steps and tasks:

Step – 1 - Initial Phase – Programming and Schematic Design

- Programming meeting(s) with City of Neenah to determine use and size of required building functions
Project planning and preliminary building drawings. (Preliminary site plan, Interior floor plan(s), exterior elevations and rendering)
- Code review.
- Meeting(s) to review preliminary design

COMPENSATION

We propose to provide Step 1 – Programming and Schematic Design for **\$23,500**

CHANGED CONDITIONS

If, during the term of this agreement, circumstances or conditions that were not originally contemplated by or known to GAGI are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this agreement, GAGI may call for renegotiation of appropriate portions of this agreement. GAGI shall notify the client of the changed conditions necessitating renegotiation, and GAGI and the client shall promptly and in good faith enter into renegotiation of this agreement to address the changed conditions. In establishing fees for any additional services to be performed, GAGI will use the same fee schedule agreed to by the terms of this agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this agreement, in accordance with the termination provision included in this agreement.

DISPUTED INVOICES

If the client objects to any portion of an invoice, the client shall so notify GAGI in writing within twenty (20) calendar days of receipt of the invoice. The client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this agreement. Interest as stated above shall be paid by the client on all disputed invoice amounts that are subsequently resolved in GAGI's favor and shall be calculated on the unpaid balance from the due date of the invoice.

TERMINATION OF AGREEMENT

The client may terminate this agreement at any time with or without cause upon giving GAGI fifteen (15) calendar day's prior written notice. GAGI may terminate this agreement upon giving the client fifteen (15) calendar days prior written notice for any of the following reasons:

1. Breach by the client of any material term of this agreement, including but not limited to payment terms.
2. Material changes in the conditions under which this agreement was entered into, coupled with the failure of the parties hereto to reach accord on the fees and charges for any additional services required because of such changes.

If full payment of an invoice is not received within sixty (60) days from the date of the invoice, GAGI reserves the right to suspend all further work on the project until the client makes full payment of the amount due, including any accrued interest.

If for any reasons this contract is discontinued before completion of this contract, GAGI shall be paid for that portion of the work which is complete prior to the discontinuance of the contract.

ADJUSTMENTS

This agreement contains all the terms and conditions of the agreement between client and GAGI and any changes in this agreement shall have no effect unless they are made in writing, signed by both parties, and incorporated as an amendment to the agreement. No other understandings, representations, or agreements, written or oral, other than those herein have been made by and between the parties hereto.

Should you have any questions regarding the above, please feel free to give me a call.

Thank you for the consideration you have given our firm for your proposed project and we look forward to working with you. If this Proposal is agreeable and acceptable, please sign in the space below and return one signed copy to our office.

Sincerely,

GRIES ARCHITECTURAL GROUP, INC.

A handwritten signature in black ink, appearing to read "Brannin Gries", with a stylized flourish at the end.

Brannin Gries, AIA, NCARB, LEED® AP BD+C

Accepted by:

City of Neenah – Parks & Recreation Department

Michael Kading

Date

2024 HOURLY RATES

<u>DESCRIPTION</u>	<u>RATE</u>
Principal Architects	\$195.00/hour
Brannin Gries	
Stephen Gries	
Senior Architects	\$185.00/hour
Steven Borsechnik	
Mark Keating	
Dan Burnam	
Jodi Nelson	
Project Architects	\$165.00/hour
Kelly French	
Laura Kroll	
Design Coordinators	\$150.00/hour
Leland Franke	
Nathan Larson	
Zachery Sipple	
Drew Huberty	
Remi Allen	
CAD/BIM Technicians	\$130.00/hour
Jennifer Stewart	
Administrative/Support	\$ 85.00/hour
Stephanie Christensen	



Department of Parks & Recreation

TO: Mayor Lang, Chair Lendrum and Members of the Public Services & Safet Committee

FROM: Parks and Recreation Commission *mak*

DATE: August 21, 2024

RE: Arrowhead – Prairie Design Services

City staff developed and sent out Requests for Quotes (RFQs) to various firms who have specifically designed and implemented prairies throughout the state. Three proposals were received and reviewed.

McMahon	\$14,600
Stantec	\$83,250 (\$50,595 as identified by staff)
Jeremy J. Kox Landscape Architecture, LLC	\$9,500

Recommended Funding

2024 CIP Arrowhead - \$700,000

The Parks and Recreation Commission met on August 27 and reviewed the proposals and voted to recommend Jeremy J. Kox Landscape Architecture, LLC, Appleton, WI, in the lump sum amount not to exceed \$9,500 utilizing budgeted 2024 CIP funds identified for Arrowhead.

Suggested Action: Motion to accept and recommend the proposal from Jeremy J. Kox Landscape Architecture, LLC, Appleton, WI, in the lump sum amount not to exceed \$9,500 utilizing budgeted 2024 CIP funds identified for Arrowhead.

Creating Community Through People, Parks & Programs

Department of Parks & Recreation
PO Box 426
Neenah, WI 54957-0426

phone: 920-886-6062
fax: 920-886-6069
mkading@neenahwi.gov



JEREMY J KOX LANDSCAPE ARCHITECTURE, LLC

OFFICE 1 - 920.371.3428

WWW.JJKOX.COM

OFFICE 2 - 920.740.6231

AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This AGREEMENT, effective as of this TWELFTH day of AUGUST, in the year of 2024, is between CITY OF NEENAH – PARKS & RECREATION DEPARTMENT [Michael T. Kading, Director – 211 Walnut Street, Neenah, Wisconsin 54956, 920-886-6060, mkading@neenhwi.gov] and Jeremy J. Kox Landscape Architecture, LLC (herein after referred to as “Landscape Architect”) , 2409 E. Gatewood Drive, Wisconsin 54915-6662 for the following project: **DESIGN PRAIRIE/LOW MOW GRASS IMPLEMENTATION PLAN FOR ARROWHEAD PARK. Plan to include:**

- Soil/site prep recommendations,
- Invasive species recommendations,
- Evaluation of current drainage and topography,
- Seed species recommendations,
- Maintenance recommendations,
- Preliminary Design hardscape specifications for future open-air shelter and nature play area,
- Develop bid specification documents and bid letting,
- Attendance at bid opening, and
- Provide bid tabulation and recommendation letter,
- Provide oversight during implementation.

For this contract, all documents produced will be supplied as digital copies only.

ARTICLE ONE: LANDSCAPE ARCHITECT’S BASIC AND ADDITIONAL SERVICES

A. Landscape Architect’s Basic Services are:

1. Kick-off Meeting with Tech Team
 - a. Conduct on-site visit and walkthrough of the property
 - b. Define clear expectations and outcomes
 - c. Develop timelines
 - d. Identify roles and responsibilities
2. Site Inventory, Analysis, and Programming
 - a. Gather information on PROJECT SITE to reveal site conditions, limitations, and opportunities.
 - b. Review 2024 Master Plan
 - c. Review 2024 Survey, including topography and utilities
 - d. Permitting Clarification & Discussion with WI-DNR (City currently has a Conditional Development Permit issued by the WI-DNR in 2022 for this area)
3. Conceptual/Schematic Design (30% Design Meeting)
 - a. Prepare conceptual schematic design drawings that illustrate the scale and relationship of the Project components
 - b. Draft opinion of probable costs
 - c. Identify and clarify any questions or concerns
4. Design Development
 - a. Refine the approved schematic design drawing(s) to develop a final master plan for the development of the prairie/low mow grass implementation plan.
 - b. Review final construction cost estimate
 - c. Update permitting application
 - d. Identify and clarify any final questions and concerns

5. Construction Document
 - a. Provide master plan denoting all design requirements and material identification
 - b. Provide bid specification documents
 - c. Prepare a bid set for disbursement to landscape contractor(s)
 - d. Establish bid let and opening dates
 - e. Administer bid sets to pre-qualified landscape contractor(s)
6. Construction Procurement Phase
 - a. Provide bid tab summary and letter of recommendation
 - b. Assist client in review and evaluation of construction proposals
 - c. Participate in value engineering review process, if necessary
7. Construction Phase
 - a. Participate in a pre-construction meeting with the client and contractor to discuss project expectations, timeline, and care parameters.
 - b. Participate in weekly PROJECT SITE VISITS with the Project's contractor to generally review the progress of construction and to inspect whether the completed work is generally consistent with the intent of the Landscape Architect's Construction Documents.
 - c. Perform a final walk-through with the client and landscape contractor to review areas of concern, develop punch-list, schedule any repairs, and/or accept project as complete.

ARTICLE TWO: CLIENT'S RESPONSIBILITIES

- A. Client agrees to provide Landscape Architect with all information, plans, surveys, reports, professional recommendations, and any other related items requested by Landscape Architect to complete its professional services accurately. Landscape Architect may rely on the precision and completeness of these items.
- B. Client shall furnish the services of the following consultants or provide the following documents: [2024 Arrowhead Park Master Plan (CAD Files), 2024 Survey Documents including Topography, Utilities, Soils, etc., 2024 WI DNR Permit applications and correspondence summaries].
- C. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions.
- D. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
- E. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of the Landscape Architect's services.

ARTICLE THREE: ESTIMATED SCHEDULE AND PROJECT BUDGET

- A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the project, anticipated and unanticipated events may impact any project schedule. The following are used for estimation purposes only:

DESIGN PROCESS

Initial Client Meeting and Programming:	2.50 Hours
Site Inventory & Analysis:	2.50 Hours
Digital Fact Gathering, GIS, Soils, etc.:	1.50 Hours
Base Map Development/Modification:	1.50 Hours
Conceptual Design Development:	7.50 Hours
30% Design Review Meeting	2.00 Hours
Design Development:	3.00 Hours
Preliminary Hardscape Specifications:	2.00 Hours

Planting Plan Development:	3.50 Hours
Construction Documentation:	3.75 Hours
Maintenance Recommendations:	2.75 Hours
Bid-Set Development:	1.75 Hours
Final Design Meeting and Project Review	2.50 Hours
ESTIMATED HOURS	36.75 HOURS

POST-DESIGN SERVICES

Contractor Bidding Period (Questions):	1.50 Hours
Bid Opening, Review, and tabulation	3.00 Hours
Project Visits Progress Reviews:	8.00 Hours
Final Construction Review:	2.00 Hours
ESTIMATED HOURS	14.50 HOURS

- B. As of the date of this agreement, Client's project budget is UNDISCLOSED. Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the project's scope may require Additional Services of the Landscape Architect.

ARTICLE FOUR: COMPENSATION AND PAYMENTS

- A. Client agrees to pay the Landscape Architect as follows:
1. Basic Services:
FIXED RATE: Compensation shall be a flat fee of [~~\$9,500.00~~], based on standard design services. Any additional services or revisions to the original project scope will result in converting the contract to a time & materials scope at a rate of \$185 per hour.
 2. Services Provided Outside this Contract Scope:
Design Services outside of original contract to be billed at a rate of \$185.00/hour.
- B. The client shall submit a retainer of ~~\$2,000.00~~ at the time of signing the design contract.
- C. Reimbursable Expenses are subject to a multiple of 1.20 and include, but are not limited to: reproduction, postage, and handling of documents; long distance and facsimile charges; authorized travel; and Client requested renderings and models.
- D. Once design services commence, Landscape Architect shall bill client upon completion of each design phase, but no more than twice monthly and shall itemize each billable item for Basic Services, Additional Services, and Reimbursable Expenses.
- E. Client agrees to pay all invoices within 30 days of issuance of invoice.
- F. Landscape Architect shall charge a service fee of two percent (2%) per month on all invoices outstanding more than thirty (30) days beyond the invoice due date.

ARTICLE FIVE: TERMINATION OF SERVICES

- A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
- C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if the Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

ARTICLE SIX: DISPUTE RESOLUTION

- A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

ARTICLE SEVEN: USE & OWNERSHIP OF LANDSCAPE ARCHITECT'S DOCUMENTS

- A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings, and specifications, are copyrighted and are property of the Landscape Architect. These documents shall not be reused on other projects without the Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project unless Landscape Architect is found to have materially breached this Agreement.

ARTICLE EIGHT: MISCELLANEOUS PROVISIONS

- A. This Agreement is governed by the laws of the State of Wisconsin.
- B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements, or agreements, either written or oral. The parties may amend this Agreement only by written instrument signed by both Client and Landscape Architect.
- C. If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures or for construction safety or any other related programs; or for other parties' errors and omissions or for other parties' failure to complete their work or services in accordance with Landscape Architect's documents.
- F. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorney's fees and all legal expenses and fee incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors and omissions.
- G. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.
- H. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against contractors, consultants, agents, and employees of

the other for such damages. Client and Landscape Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties described in this paragraph.

- I. Client acknowledges and agrees that the proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to; weeding, pruning, watering, re-mulching, and fertilizing plants; sealing hardscape materials with a quality matte sealant; avoiding de-icing salts near plants and pavers; may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- J. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- K. If this Agreement is not signed and returned to Landscape Architect within thirty (30) days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.
- L. Client agrees to allow Landscape Architect to use any plans, details and photos for marketing purposes including, but not limited to, social media posts, website examples, portfolio display, framed office art, brochures and other print material. If client prefers to not have project attributes displayed, a letter stating such must be received by the office at the time of signing this contract.
- M. As a condition of this contract, Client agrees to allow landscape architect or it's agent(s) to photograph, professionally photograph, video record, and/or use drone footage for marketing purposes. This may include use on webpages, social media, print advertising, or other means for company promotion. Landscape Architect will not publish any details about the client without the expressed written agreement from the client.
- N. As a condition of this contract, Landscape Architect representative may place a yard sign at the construction site for the duration of the project and up to 30 days after completion of the release of the project to the Client. The sign will not exceed 24" x 36" and the Landscape Architect is responsible for repairing any ground penetrations if evident (fill in holes and reseed or fix mulch as necessary).

LANDSCAPE ARCHITECT :

JEREMY J. KOX, PLA

12-AUG-2024

JEREMY J. KOX, LLA, ASLA
Principal, Professional Landscape Architect
WI #444-014

DATE

OWNER/CLIENT/AGENT:

SIGNATURE

DATE

PLEASE PRINT NAME



M E M O R A N D U M

DATE: August 22, 2024
TO: Public Services and Safety Committee
FROM: Chris A. Haese, Director of Community Development and Assessment
David Rashid, City Attorney
Char Nagel, City Clerk
RE: **Council Directive - Convenience Store Alcohol Sales Allowance**

In response to the Council's directive, staff has prepared an ordinance to modify the Municipal Code permitting the sale of malt beverages (beer), with reasonable restrictions, at convenience stores. The sale of wine was also considered but additional research is needed to fully understand the ramifications of allowing the sale of this distilled beverage.

Attached are two documents, the first is an edited version of the applicable sections of the Municipal Code that will implement the requested change: language in blue, and struck, will be removed from the Code; language in red, and underlined, will be added to the Code. The second document is the proposed Ordinance that will implement the noted changes.

In summary the proposed changes include the following key requirements:

- A special use permit would be required in order to sell alcoholic beverages.
- Only fermented beverages (beer) would be allowed for sale. A Class "A" license would also be required.
- The special use permit and license would require floor plans detailing the store layout.
- The license would prohibit tasting events.
- The amount of floor area allocated to alcohol sales could be restricted to no more than 10% of the total sales floor area or 750 square feet, whichever is less.
- Alcohol can only be sold and displayed from a lockable area such as a cooler, cage, or similar fixture. No open floor display or sale will be allowed.
- The fixture from which alcohol is displayed and sold must be locked and inaccessible to the public between the hours of 9:00 PM and 8:00 AM.
- Advertisement for alcoholic products would not be permitted to be displayed in any exterior location of the business (including pump islands).
- There shall be no sale of single serve fermented malt beverages in bottles or cans of less than 60 ounces.
- Fermented malt beverages cannot be sold or given away in less than a four-pack of 12-ounce bottles or cans.
- Keg sales are not permitted.

CITY OF NEENAH
Dept. of Community Development

August 22, 2024 – Page 2

- A cashier selling alcoholic beverages must be at least 18 years of age and at least one on-duty employee must have a legal bartender's license while alcohol is being sold and must also be within sight of the sale transaction.
- If the convenience store discontinues the sale of gasoline, the liquor license must be immediately forfeited.

As a matter of process, and for improved clarity, staff recommends that specific conditions be placed on each license issued as well. As an example, the ordinance would provide limitations on the area of an establishment that can display/sell beer. The condition of the license would specify exactly the size of the area and its location within the store.

Appropriate action is to recommend Council approve Ordinance No. 2024-18 modifying the Neenah Municipal Code to permit the sale of malt beverages from convenience stores as specified within the Ordinance.

Sec. 4-89. - Definitions.

As used in this article, the following terms shall have the following meanings:

Alcohol beverages means fermented malt beverages and intoxicating liquor.

Available license means a Retail "Class B" Intoxicating Liquor License that may be granted because the City has granted fewer of such licenses than permitted the City under the State license quota law.

Class "B" combination license means license which results when one licensee applies for both a Class "B" Fermented Malt Beverage Retailer's License and a "Class B" Intoxicating Liquor License for use at one premises.

Club means club means an organization whether incorporated or not which is the owner, lessee, or occupant of the building or portion thereof used exclusively for club purposes, which is operated solely for recreational, fraternal, social, patriotic, political, benevolent or athletic purposes, but not for pecuniary gain and which only sells alcohol beverages incidental to its operation.

Convenience Store means a business location at which gasoline and or other motor fuels are sold and dispensed and motor oils, lubricants, or other various accessory goods are sold at retail directly to consumers on the premises, together with other items typically available for retail sale in variety stores, markets or supermarkets.

Fermented malt beverages means any beverage made by the alcohol fermentation of an infusion on potable water of barley, malt and hops, with or without unmalted grains or decorticated and degerminated grains or sugar containing 0.5 percent or more of alcohol by volume.

Granted license means a license approved for issuance by the Common Council. Issuance is conditioned upon verification by the Police Department, Health Department and Building Inspection Department that the licensee to whom the license has been granted is in compliance with this article and the "qualification provisions" of Wis. Stats. ch 25.

Inoperative license means an issued license under which the licensed activity is no longer occurring on the licensed premises.

Intoxicating liquor means all ardent, spirituous, distilled or vinous liquors, liquids or compounds, whether medicated, proprietary, patented or not, and by whatever name called, containing 0.5 percent or more of alcohol by volume, which are beverages, but does not include "fermented malt beverages."

Issued license means a license, which has been granted, approved by the proper authorities and delivered by the City Clerk to the licensee.

License means an authorization to sell alcohol beverages granted by the Common Council under this article.

Premises means the area described in a license or permit.

Regulation means any rule or ordinance adopted by the Common Council.

Restaurant means any building, room, or place where meals or lunches are prepared, served or sold to the general public, and all places used in connection therewith.

Sell, sold, sale, or selling means any transfer of alcohol beverages with consideration or any transfer without consideration knowingly made for the purposes of evading the law relating to the sale of alcohol beverages or any shift, device, scheme or transaction for obtaining alcohol beverages including solicitation of order for, or the sale for future delivery of, alcohol beverages.

Sec. 4-95. - Restrictions.

(a) *Statutory requirements.* Class "A" and "B" licenses shall be issued only to persons eligible therefor under Wis. Stats. ch. 125 and all license holders shall comply with all provisions of this Code.

(b) *Location.*

(1) No retail Class "A" or Class "B" license shall be issued for premises the main entrance of which is less than 300 feet from the main entrance of any established public school, parochial school, hospital, church or youth activity center. Such distance shall be measured by the shortest route along the highway from the closest point of the main entrance of such school, hospital, and church or youth activity center to the main entrance of such premises.

(2) This subsection shall not apply to premises licensed as such on June 30, 1974, nor shall it apply to any premises licensed as such, prior to the occupation of real property within 300 feet thereof by any school building, hospital building, and church building or youth activity building.

(3) Notwithstanding existing zoning, or the existence of a previously issued license, the proposed location must be such that it will not detract from the surrounding area. Such things as traffic, noise, parking and other related issues will be reviewed for their impact on the community. The existence of the community need will also be assessed by the Common Council. In this regard, such thing as the type of operation proposed will be assessed for area and community-wide impact. Liquor licenses may be issued or withheld in an effort to influence overall community development or redevelopment, as the case may be.

(c) *Health and sanitation requirements.* No retail Class "B" license shall be issued for any premises which do not conform to the sanitary, safety and health requirements of the State Department of Health Services applicable to restaurants and to all ordinances and regulations adopted by the City.

(d) *"Class B" intoxicating liquor license quotas.* In the interest of promoting effective and efficient enforcement of this article, quotas are hereby established limiting the number of each of the following types of license, which may be granted as follows:

(1) Retail "Class B" intoxicating liquor licenses: 48, as authorized under Wis. Stats. § 125.51(4)(1995), of which 38 were issued as of December 1, 1997. Under Wis. Stats. § 125.51(4)(b) the City may issue no more than 38 Retail "Class B" intoxicating liquor licenses.

(2) Reserve "Class B" intoxicating liquor licenses: ten, as determined under Wis. Stats. § 125.51(4)(br)(1997).

~~(e) *Specific restrictions.* The Common Council in recognition of the fact that there has been an increase in alcohol related problems in the City has determined that certain types of licenses shall not be issued and are not compatible with businesses having a major part of their revenue related to nonalcohol sales. In an effort to control the number of outlets dispensing fermented malt beverages and liquor the following specific restrictions shall be applicable to all license applications received by the City after the effective date of this article:~~

~~(1) No Class "A" fermented malt or "Class A" liquor licenses shall be issued to any business dispensing gasoline:~~

(f) A "Class A" liquor license may be granted to a business whose main source of income is nonalcoholic sales related (example, grocery stores, drugstores, variety stores) provided that the display of beverages authorized to be sold by a "Class A" liquor license on the premises occur in a room separated from the rest of the business with a separate checkout and outside and inside entrances capable of being closed during hours when sale of intoxicating liquor is prohibited. Sales of beverages authorized by a "Class A" liquor license may occur at any sales register of such licensed business notwithstanding the restriction on the display of such beverages, provided such sales are processed in accordance with the requirements of Wis. Stats. ch. 125.

(e) A "Class A" liquor license and Class "A" fermented malt beverage retailer's license may be granted to businesses as hereinafter described:

(1) A business other than a convenience store: A "Class A" liquor license whose main source of income is nonalcoholic sales related (example, grocery stores, drugstores, variety stores) provided that the display of beverages authorized to be sold by a "Class A" liquor license on the premises occur in a room separated from the rest of the business with a separate checkout and outside and inside entrances capable of being closed during hours when sale of intoxicating liquor is prohibited. Sales of beverages authorized by a "Class A" liquor license may occur at any sales register of such licensed business notwithstanding the restriction on the display of such beverages, provided such sales are processed in accordance with the requirements of Wis. Stats. Ch. 125.

(2) Convenience Stores: A Class "A" fermented malt beverage retailer's license: Only in accordance with the provisions of subsection "(f)" hereof.

(f) A Class "A" fermented malt beverage license granted to a convenience store business shall, at a minimum, contain the following conditions:

(1) The issuance of a special use permit from the Common Council for a specific address/location within the city is required. The special use permit shall include a detailed floor plan of the business, including the areas from which permitted alcohol products will be displayed.

(2) Alcohol may only be displayed and sold from a lockable area such as a cooler, cage, or similar facility. No open floor display or sale from such will be permitted.

(3) Total floor area allocated to alcohol sales shall be limited to no more than 10% of the total sales floor area of the store or 750 square feet, whichever is less.

(4) The area from which alcohol is displayed and sold must be locked and inaccessible to the public between the hours of 9:00 PM and 8:00 AM, pursuant to Wis. Stats. § 125.32(3)(d).

(5) There shall be no sale of single serve fermented malt beverages in bottles or cans of fewer than 60 ounces per container.

(6) Fermented malt beverages may only be sold or given away in four-pack or greater collective quantities of 12 or more ounce bottles or cans.

(7) Advertisement for alcohol products may not be displayed in any exterior location of the business (including upon, at or near gasoline or other fuel pump islands).

(8) Sales of fermented malt beverages in kegs, of any size, are not permitted.

(9) Given the "quick stop" and high-volume nature of retail customer business at convenience stores, tasting events (i.e. the sale or provision of taste samples of fermented malt beverages) are not permitted on any premises licensed hereunder.

(10) A cashier selling alcoholic beverages must be at least 18 years of age, and at least one on-duty employee must possess a legal operator's license while alcohol is being sold, being also within sight of all alcohol sales transactions.

(11) Any license issued hereunder shall be immediately forfeited and surrendered should the convenience store cease to sell and dispense gasoline or other motor fuels.

(g) *Servers.* It shall be unlawful for the licensee or any employee of a licensed establishment to be under the influence of an intoxicant while performing services on the licensed premises. Under the influence means that the person has consumed a sufficient amount of alcohol, controlled substance or combination of alcohol and controlled substance, to cause the person to be less able to exercise clear judgment and reasonable care in the exercise of services performed. If a law enforcement officer has probable cause that a violation of this section has occurred, the officer, prior to an arrest may request the person to provide a sample of his or her breath for a preliminary breath screening test using a device approved by the State of Wisconsin for this purpose. The result of this preliminary breath screening test may be used by the law enforcement officer for the purpose of deciding whether or not the person shall be arrested for a violation of this section. Refusal to submit to a requested test may be considered by the Common Council as grounds for revocation, suspension, non-issuance, or non-renewal of the server's operator's license.

(h) Drive-up or walk-up alcohol sales are prohibited at any licensed premises in the City. Drive-up or walk-up alcohol sales are defined as the sale of intoxicating beverages to customers in a vehicle or on foot located outside a licensed premises through an opening in the licensed premises.

(i) *Online ordering and curbside pickup of alcohol beverages.*

(1) No establishment shall allow online purchase of alcohol beverages and curbside delivery of such purchases ("click and collect"), without first obtaining an "extension of premises" from the Neenah Common Council, upon recommendation of the Public Service and Safety Committee (PSSC) to license that portion of the establishment's parking lot that will allow vehicles to park for purposes of picking up their online order.

a. The licensed establishment shall file a detailed operation plan with their "extension of premises" form that clearly details how their "click and collect" operation will function. The operation plan shall include the licensee's protocol for assuring that underage persons and intoxicated persons do not pick up alcohol via the "click and collect" program.

b. Failure of licensee to provide a detailed operation plan with their "extension of premises" application shall result in the City of Neenah Clerk's Office not forwarding the "extension of premises" to the PSSC for consideration.

(2) No establishment holding an alcohol beverage license shall allow online purchase and pick-up of alcohol beverages unless the sale is consummated on the licensed premises.

- a. Payment for the purchase must be completed on premises and may not be completed until the purchaser is at the licensed premises and has presented valid photo identification that has been verified by a licensed operator employed by the premises.
- b. The licensed operator must verify that the person placing the "click and collect" order is the same person picking up the order.
- c. The sale and delivery of "click and collect" purchases shall be made only by a licensed operator.
- d. No alcohol sales are permitted if the purchaser fails to present a valid photo identification.
- e. The "click and collect" system must allow the purchase of alcohol to be denied without affecting the remainder of the purchase.

(3) Each "click and collect" transaction must capture and retain for 30 days an image of the license plate and body of the vehicle into which the order is being loaded. Additionally, an image of the ID card used to identify the purchaser must be captured and retained for 30 days. If requested, these records must be made available for the City to inspect to ensure compliance with the above provisions.

(4) Pick-up of "click and collect" orders shall be between the hours of 8:00 a.m. and 6:00 p.m.

(5) There shall be a minimum four-hour waiting period between order time and pick-up time.

(6) Orders placed after 2:00 p.m. cannot be picked up until the following day.

(7) The licensed operator delivering the "click and collect" items to the vehicle must verify that all of the occupants in the vehicle who appear over the age of 16 are over 21 years of age or the dependents of an occupant of the vehicle.

(8) The licensed operator shall report to his or her manager any purchaser who shows signs of alcohol consumption, and in conjunction with the manager, shall assess the sobriety of the purchaser for purposes of approving or denying the sale.

(9) Police must be notified when an apparently underage or intoxicated person attempts to purchase alcohol.

(10) The pick-up area for "click and collect" purchases shall be clearly defined with visible markings, signs, and/or barriers and must be within 150 feet from the pick-up door.

(11) No events other than the delivery of "click and collect" orders shall be allowed on the expanded premises.

(12) *Penalty.* Any licensee or person who violates any provision of this subsection shall be subject to forfeiture as determined by resolution of the Common Council.



211 Walnut Street
Neenah, WI 54956

AN ORDINANCE: By Neenah Common Council
Re: Amending Sections 4-89, 4-95 Code of
Ordinances relating to Alcohol Beverages.

ORDINANCE NO. 2024-18
Introduced: _____
Committee/Commission Action:

AN ORDINANCE

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

Section 1. Chapter 4, Article IV of the Code of Ordinances of the City of Neenah, consisting of Sections 4-89, 4-95(e) and 4-95(f), relating to Alcohol Beverages is amended to eliminate the stricken language and add the highlighted language to read as follows:

Section 4-89. Definitions. *Convenience Store* means a business location at which gasoline and or other motor fuels are sold and dispensed and motor oils, lubricants, or other various accessory goods are sold at retail directly to consumers on the premises, together with other items typically available for retail sale in variety stores, markets or supermarkets.

Section 4-95(e). *Specific restrictions.* ~~The Common Council in recognition of the fact that there has been an increase in alcohol related problems in the City has determined that certain types of licenses shall not be issued and are not compatible with businesses having a major part of their revenue related to nonalcohol sales. In an effort to control the number of outlets dispensing fermented malt beverages and liquor the following specific restrictions shall be applicable to all license applications received by the City after the effective date of this article.~~

A "Class A" liquor license and Class "A" fermented malt beverage retailer's license may be granted to businesses as hereinafter described:

(1) A business other than a convenience store: A "Class A" liquor license whose main source of income is nonalcoholic sales related (example, grocery stores, drugstores, variety stores) provided that the display of beverages authorized to be sold by a "Class A" liquor license on the premises occur in a room separated from the rest of the business with a separate checkout and outside and inside entrances capable of being closed during hours when sale of intoxicating liquor is prohibited. Sales of beverages authorized by a "Class A" liquor license may occur at any sales register of such licensed business notwithstanding the restriction on the display of such beverages, provided such sales are processed in accordance with the requirements of Wis. Stats. Ch. 125.

(2) Convenience Stores: A Class "A" fermented malt beverage retailer's license: Only in accordance with the provisions of subsection "(f)" hereof.

Section 4-95(f). ~~A "Class A" liquor license may be granted to a business whose main source of income is nonalcoholic sales related (example, grocery stores, drugstores, variety stores) provided that the display of beverages authorized to be sold by a "Class A" liquor license on the premises occur in a room separated from the rest of the business with a separate checkout and outside and inside entrances capable of being closed during hours when sale of intoxicating liquor is prohibited. Sales of beverages authorized by a "Class A" liquor license may occur at any sales register of such licensed business notwithstanding the restriction on the display of such beverages, provided such sales are processed in accordance with the requirements of Wis. Stats. ch. 125.~~

A Class "A" fermented malt beverage license granted to a convenience store business shall, at a minimum, contain the following conditions:

- (1) The issuance of a special use permit from the Common Council for a specific address/location within the city is required. The special use permit shall include a detailed floor plan of the business, including the areas from which permitted alcohol products will be displayed.
- (2) Alcohol may only be displayed and sold from a lockable area such as a cooler, cage, or similar facility. No open floor display or sale from such will be permitted.
- (3) Total floor area allocated to alcohol sales shall be limited to no more than 10% of the total sales floor area of the store or 750 square feet, whichever is less.
- (4) The area from which alcohol is displayed and sold must be locked and inaccessible to the public between the hours of 9:00 PM and 8:00 AM, pursuant to Wis. Stats. § 125.32(3)(d).
- (5) There shall be no sale of single serve fermented malt beverages in bottles or cans of fewer than 60 ounces per container.
- (6) Fermented malt beverages may only be sold in four-pack or greater collective quantities of 12 or more ounce bottles or cans.
- (7) Advertisement for alcohol products may not be displayed in any exterior location of the business (including upon, at or near gasoline or other fuel pump islands).

(8) Sales of fermented malt beverages in kegs, of any size, are not permitted.

(9) Given the "quick stop" and high-volume nature of retail customer business at convenience stores, tasting events (i.e. the sale or provision of taste samples of fermented malt beverages) are not permitted on any premises licensed hereunder.

(10) A cashier selling alcoholic beverages must be at least 18 years of age, and at least one on-duty employee must possess a legal operator's license while alcohol is being sold, being also within sight of all alcohol sales transactions.

(11) Any license issued hereunder shall be immediately forfeited and surrendered should the convenience store cease to sell and dispense gasoline or other motor fuels.

Section 2. 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.

Approved:

Moved by: _____

Adopted: _____

Approved: _____

Published: _____

Jane B. Lang, Mayor

Attest:

Charlotte Nagel, City Clerk

THIS INSTRUMENT WAS DRAFTED BY:
City Attorney David C. Rashid
211 Walnut Street
Neenah, WI 54956
State Bar No. 1056542



MEMORANDUM

DATE: August 22, 2024
TO: Chairman Lendrum and Public Services and Safety Committee Members
FROM: Chris A. Haese, Director of Community Development and Assessment
RE: **Contracting Weights and Measures Services with City of Appleton**

The City has been contracting with the City of Appleton for Weights and Measures Services since 2022. This has worked well for Neenah as the City Sealer position has historically been difficult to keep filled and also requires extensive training. The City of Appleton City Sealers have done an exceptional job of completing all inspections, field work, documentation, enforcement, as well as handling any customer complaints that have arisen.

As the City continues to experience new businesses starts, the number of days required to provide the Weights and Measures services also increases. As a result, the City of Appleton is proposing to increase the number of days to provide this service from 36 to 38 days. An increase in the daily rate of service is also proposed. Additionally, Appleton will also be taking on the administrative work for this program including sending out renewal applications and following up on late renewals. This work has historically been completed by Neenah staff. This new process will help with efficiency, compliance and accuracy of records as well as providing a higher level of customer service.

The primary components of the proposed contract are as follows:

- Appleton will provide all duties of the City Sealer.
- The annual cost of these services will be \$23,750.
- The agreement will be valid for one year.
- The City will provide necessary letterhead and seals.

The 2024 budget has been established in anticipation of this contract. The total cost of the weights and measures program, inclusive of the proposed contract, is \$25,800. Revenues for the program are estimated at \$26,000. Lastly, the fee schedule for weights and measures items was recently updated in anticipation of the new contract.

Staff is recommending approval of the proposed contract with the City of Appleton to provide City Sealer functions for Neenah. I have provided a copy should you care to view the proposed contract.

Appropriate action at this time is to recommend Council approve the Cities of Appleton and Neenah Memorandum of Agreement for Weights and Measures Services.

City of Appleton | City of Neenah Memorandum of Agreement Weights and Measures Services

I. THE PARTIES

- 1.01 The City of Appleton, is a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin ("Appleton").
- 1.02 The City of Neenah, is a Wisconsin municipal corporation, doing business at 211 Walnut Street, Neenah, Wisconsin ("Municipality").

II. THE RECITALS

WHEREAS,

- 2.01 Appleton employs staff that are trained and qualified to provide the services and perform the duties of sealers of weights and measures in accordance with §§ 98.04(1) and 98.05, Wis. Stats.
- 2.02 The Municipality does not have its own department of weights and measures and therefore is in need of such services in order to comply with § 98.04(1), Wis. Stats.
- 2.03 In the interest of intermunicipal cooperation, Appleton is interested in offering weights and measures services to various municipalities provided it is economically feasible to do so.
- 2.04 Appleton and the Municipality wish to enter into a mutually beneficial agreement, in accordance with § 66.0301, wherein Appleton provides weights and measures services to the Municipality.

III. THE AGREEMENT

NOW, THEREFORE,

- 3.01 The recitals are hereby made a part of the Agreement.
- 3.02 Appleton agrees to furnish the Municipality with the services and perform duties of sealers of weights and measures pursuant to § 98.04, Wis. Stats. for the duration of this Agreement.
- 3.03.1 The Municipality agrees to compensate Appleton as follows:
 - 3.03.2 The Municipality shall pay Appleton a fee of **\$23,750.00** and, in exchange, shall be provided up to **thirty-eight (38) days** of service. A day shall consist of 8 hours inclusive of travel to and from Appleton, inspections, paperwork, and reasonable personal breaks. Payment under this provision shall be non-refundable and non-proratable in the event that fewer days of service are actually required by the Municipality. The Municipality shall be billed 1/12 of the fee mentioned above per month. Invoices will be issued on the first day of the month. Payment of the invoices shall be due within thirty (30) days and shall accumulate interest at

1.5% per month for any unpaid balances. In the event the Municipality fails to pay the amount previously billed, in its entirety, within sixty (60) days of delinquency, Appleton may discontinue providing services under this Agreement until full payment of all amounts due is received. In addition, Appleton may require pre-payment of any remaining months, on a monthly basis, remaining under the contract.

- 3.03.3 In the event that the Municipality requires service in excess of the amount agreed to herein, the Municipality shall compensate Appleton at the rate of **\$625.00** per each additional day of service provided. The Municipality receiving the service under this paragraph, shall be billed in the same month that the service is provided. Payment of said invoice shall be due within thirty (30) days of issuance of the invoice. Terms as listed in Section 3.03.2 of this Agreement, relating to failure to pay invoices, shall apply to additional services provided pursuant to this paragraph.
- 3.04 [Reserved.]
- 3.05 Appleton is relying on several municipalities utilizing its weights and measures services in order to support the economic feasibility of this program and therefore reserves the right to cancel this Agreement if a sufficient number of municipalities fail to enter similar agreements with Appleton or withdraw from the program at some point in the future.
- 3.06 [Reserved.]
- 3.07 The Municipality agrees that the City of Appleton Sealer and Deputy Sealers of Weights and Measures shall have the full authority of, serve and act as agent of the Municipality to secure compliance with Ch. 98, Wis. Stats. and the Municipality's weights and measures ordinances.
- 3.08 The Municipality shall provide security and approval seals, letterhead and such other materials that shall bear the Municipality's name or location to be used in the course of the weights and measures services. Appleton shall provide equipment used in the course of testing.
- 3.09 The Municipality shall not withhold payments to Appleton for any reason provided City is in compliance with all terms of this Agreement.
- 3.10 This Agreement shall be valid for one (1) year commencing on date of execution.
- 3.11 Parties have the option to renew the agreement for additional one (1)-year periods upon mutual written agreement of the parties.
- 3.12 City of Appleton officers, officials, employees and agents shall have normally or regularly accepted insurance coverage provided by the City of Appleton and its insurance carrier(s).
- 3.13 This Agreement terminates and replaces any and all previous agreements between the Parties for furnishing the services and duties of sealers of weights and measures pursuant to § 98.04, Wis. Stats.
- 3.14 Nothing contained within this contract is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin

law, including those contained within Wis. Stats. §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

- 3.15 This contract may be executed in several counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this contract are inserted for convenience of reference only and shall not constitute a part hereof.
- 3.16 Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf that respective Party.

IV. SEVERABILITY CLAUSE

- 4.01 In the event that any part of this Agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as is that clause did not exist.

V. INDEMNIFICATION CLAUSE

- 5.01 **The Municipality agrees to indemnify, defend and hold harmless Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expense or costs (including attorney fees) arising out of this agreement, caused in whole or in part by the Municipality, its officers, officials, employees, agents or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of Appleton.**

SIGNATURES BEGIN ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year of the last signature below.

City of Neenah

By: _____
Jane B. Lang, Mayor

By: _____
Char Nagel, City Clerk

Approved as to form:

Provision has been made to pay the liability
that will accrue under this contract

James P. Walsh, Interim City Attorney

Vicky Rasmussen, Director of Finance

City of Appleton

By: _____
Jacob A. Woodford, Mayor

By: _____
Kami Lynch, City Clerk

Approved as to form:

Provision has been made to pay the liability
that will accrue under this contract.

Christopher R. Behrens, City Attorney
City Law: A21-0738 / A22-0552 | 2024 Revisions dg

Jeri A. Ohman, Finance Director

Joint Meeting Minutes
NMFR Joint Finance & Personnel
and
Joint Fire Commission
August 27, 2024 – 4:00 p.m.
NMFR Training Center

Call to Order and Roll Call:

Ald. Boyette called the NMFR Joint Finance & Personnel meeting to order at 4:00 p.m.

Commissioner Keating called the Joint Fire Commission meeting to order at 4:01 p.m.

Roll Call of Joint Finance & Personnel: Boyette, Sevenich, Borchardt, Grade, Pollnow and Marshall

Roll Call of Joint Fire Commission: Keating, Englebert, Kubiak and Lewis

Excused: Commissioners Keehan and Brehmer

Also Present: Chief Teesch, DC Krueger, Director Fairchild, Director Sassman, Director Rasmussen and MA Ellis

Public: Tyler Hillen, Evan Forster, DuWayne Schwartz, Alec Hopfensperger, Garrett Gee and Adam Lemke

Review of Responsibilities of each Body: Chief Teesch reviewed the responsibilities of each of our governing bodies. NMFR's Joint Finance oversees budgetary items. Joint Commission oversees hiring, promotions, discipline and discharge of staff.

Ald. Pollnow asked Director Rasmussen about Section 4, item b of the merger agreement, if this continues to be followed and reviewed annually. Director Rasmussen said it's reviewed annually and charged back annually to each city via the cost distribution formula. She will let Ald. Pollnow know what 2024's rates are. Chief Teesch noted this will be in the upcoming budget presentation at the September meeting will show what the cost is.

2025 Strategic Goals and Economic Impact: Chief Teesch reviewed his 2025 strategic goals for the department, emphasizing that since NMFR is a merged department we have a larger operational need than if each city maintained its own fire service independently. The combined population requires a greater capacity for emergency response, equipment, and personnel to effectively cover a wider area and address the needs of both communities. However, this consolidation also brings financial efficiencies and cost savings. By sharing resources, training, and infrastructure, the merged department reduces redundant expenses, allowing both cities to benefit from enhanced service capabilities while minimizing the overall cost burden on taxpayers.

Discussion was held on current staffing levels. Ald. Sevenich said there are several parameters that should be looked at and not just population. There have been issues with overtime, but this has been worked on. He appreciates the strides the department has made with hiring ahead of retirements get staff trained before retirements happen, which helps reduce overtime. Ald. Grade he has some concern on increasing staffing, and we cannot go down that road until a study is done. Chief Teesch explained he wanted both governing bodies to hear it now versus when something bad happens. He knows there is a lot of work to do to look at many things. Ald. Borchardt asked what his 5- or 10-year plan is going forward. From a budgetary perspective he likes his analogy because certain decisions do affect other things within the budget. Chief Teesch said his vision is accreditation for officers and for the department. He sees that putting us ahead of the game. Right now, there is momentum with departments within the State to either consolidate or create fire districts. We are ahead of this trend being

consolidated. He will be sitting down with both Mayors and Finance Directors before he meets with the Joint Finance Committee in September. He's looking for ways to save money within the budget to begin the accreditation process.

Discussion was held on the current compression issue between administrative staff and the union staff they are supervising. Ald. Pollnow said it sounds like we are a little early with compression issue, job descriptions, etc. He confirmed this and this is an awareness of this issue.

Discussion was held on completing an in-house study versus hiring an outside agency to complete this. Director Fairchild confirmed there is a policy in the City of Neenah to complete a market analysis every three years with an outside agency. The next one is scheduled in 2025. This process is budgeted. However, if a separate one is done for fire with an outside agency it doesn't align with what is done for the rest of the city.

Commissioner Englebert said at the last Fire Commission meeting they were reviewing the job description on the open position. When discussing the educational requirements, they would like to move to a bachelor's degree and/or so many years of experience. However, they felt it would be hard to find qualified people if they changed the educational requirements without an increase of pay. They were in a position looking for someone with higher credentials without the pay. If they can get the pay improved, they can change the educational requirements.

A discussion was held by all on the affect of changing one position and the ripple affect it would have for other staff members in that same pay classification and what that does for other administrative staff. Commissioner Keating said that's where they were a bit stuck on how to do this with how people who are still here and leap frogging a new hire over someone who is already in the same pay scale. They felt they needed a conversation with the Finance Committee before things were changed.

Discussion was held on the compression issue. Ald. Pollnow said when he was on the council last there was also one with the police department and changes were made to fix this. Ald. Pollnow asked how we rectify this. Director Fairchild said administrative staff does work 1950 hours versus line staff working 2912 hours. They do need to look at what they are being paid for the time they are working. Chief Teesch confirmed administrative staff is scheduled to work 37.5 hours per week. However, they always work more than that. The current vacant assistant chief position always works the 4th of July for the activities scheduled in both cities. Administrative staff members do work outside of scheduled hours on a regular basis due to the nature of the department providing full-time service. Right now, the vacant assistant chief position would start out making less than staff members they would be supervising. When this was brought to his attention, he started to look for ways on how we can try to fix this.

Discussion was held on making motions and recommendations. Chief Teesch said they could make a recommendation if that is the direction they wanted to go. This discussion came out with having the meetings from two different bodies on different dates. Fire Commission was hesitant on changing things unless the pay may be equal with it. The joint meeting idea came about to have both bodies to discuss the issue at the same time. Everyone agreed the best direction was to have Director Fairchild complete the study after her training in September with Carlson Dettmer. **MSC Sevenich/Grade recommend both councils to direct NMFR staff and Director Fairchild to complete an in-house comprehensive position classification study for NMFR Administrative non-union positions.**

Report

Discussion was held how this would be completed with a vacant position that has been advertised and current applicants. Director Fairchild said we cannot change the job description at this time since it's posted with specific educational requirements. However, a good starting point is to look at both Assistant Chief positions and go from

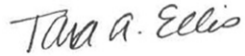
there. They all agreed on this and to have the market analysis done of the position during the normal scheduled time frame the City of Neenah has for this. The Commission will not make any job description changes for the assistant chief positions until this has been completed by Director Fairchild. She was asked if she felt she had staffing to complete this yet in 2024. She confirmed she could after her training on September 25th.

Boyette, Sevenich, Borchardt, Grade, Marshall voting aye and Pollnow voting nay.

MSC Sevenich/Pollnow to adjourn at 5:05 p.m., all voting aye.

MSC Englebert/Lewis to adjourn at 5:05 p.m., all voting aye.

Respectfully submitted,

A handwritten signature in cursive script that reads "Tara A. Ellis".

Tara Ellis

Management Assistant



Memorandum

TO: NMFR Joint Finance & Personnel Committee
NMFR Joint Fire Commission

FROM: Travis Teesch, Fire Chief TT

DATE: August 20, 2024

RE: Revisions to Position Description for Chief Officer Ranks

INTRODUCTION

I am writing to recommend a crucial update to the position descriptions for our chief officer ranks. This update involves a reclassification of the position requirements to include a bachelor's degree or equivalent experiences. This recommendation is based on extensive analysis and aligns with the evolving needs of the fire service. Below, I will present the context and rationale for this important change.

CHIEF OFFICER RANKS AND BACHELOR'S DEGREES

Modern fire service demands high levels of strategic thinking, leadership, and technical knowledge. To meet these demands, it is essential that Battalion, Division, Assistant, and Deputy Chiefs possess at minimum a bachelor's degree or the equivalent knowledge and experience. This educational foundation significantly enhances decision-making abilities, leadership skills, and the understanding of complex issues facing the modern fire service.

HISTORICAL CONTEXT OF EDUCATION REQUIREMENTS

Over recent decades, the fire service has transformed from a primarily tactical and reactive organization to one that emphasizes strategic planning, advanced training, and higher education. This shift is driven by increasing complexity in emergency situations, technological advancements, and a greater understanding of fire science and public safety. Modern fire departments are not only involved in fire suppression their responsibilities also include fire prevention, public education, emergency medical services, hazardous materials response, community risk reduction, disaster management, and more! These expanded roles necessitate a higher level of knowledge, skills, and leadership capabilities.

Consequently, there has been a heightened emphasis on higher education for chief-level officers. Many departments now prioritize or require bachelor's or even master's degrees for senior leadership positions. The National Fire Protection Association (NFPA) and The National Fire Academy (NFA) both recommend higher education for chief officers, highlighting the importance of formal education in developing critical thinking, communication, and leadership skills¹. This trend is evident in job postings and promotional criteria nationwide.

LINK BETWEEN FIRE DEPARTMENT ACCREDITATION AND HIGHER EDUCATION

Accreditation for fire departments and higher education for fire officers at the chief rank are both essential elements that significantly contribute to the efficacy, professionalism, and overall quality of fire services. The interplay between these two factors is profound, underscoring the importance of continuous improvement, adherence to best practices, and the development of a well-educated leadership within fire services.

ACCREDITATION AND ITS IMPORTANCE

Fire department accreditation is a comprehensive, self-assessment, and evaluation process that allows an organization to examine its service delivery and performance against recognized standards. This process, often overseen by accrediting bodies such as the Center for Public Safety Excellence (CPSE), aims to ensure that fire departments meet rigorous criteria related to administration, operations, training, and community risk reduction. Accreditation brings several benefits:

Improved Service Delivery: Accredited departments tend to have better-defined policies, procedures, and performance measures, leading to more effective and efficient emergency response.

Accountability and Transparency: The accreditation process fosters a culture of accountability and transparency within the department, improving public trust and confidence.

Continuous Improvement: Accreditation encourages departments to adopt a mindset of continuous improvement, regularly reviewing and updating practices to align with evolving standards and community needs.

Benchmarking and Best Practices: Departments can benchmark their performance against industry standards and share best practices, leading to innovations and improvements in fire service delivery.

HIGHER EDUCATION FOR CHIEF LEVEL OFFICERS

Higher education plays a crucial role in developing the knowledge, skills, and abilities of fire officers, particularly those holding any level of chief rank. Chief officers are responsible for strategic planning, resource management, personnel development, and community

engagement. Higher education equips them with the necessary tools to excel in these areas. The benefits of higher education for chief officers include:

Enhanced Leadership Skills: Advanced education provides chief officers with a deeper understanding of leadership theories, management principles, and organizational behavior, enabling them to lead more effectively.

Strategic Thinking: Higher education fosters critical thinking and problem-solving skills, which are essential for making informed decisions and developing long-term strategies for the department.

Technical Knowledge: Programs focused on fire science, public administration, emergency management, and related fields provide chief officers with specialized knowledge that enhances their technical proficiency.

Communication and Interpersonal Skills: Education in communication, ethics, and public relations helps chief officers build better relationships with their teams, other agencies, and the community.

Adaptability and Innovation: A higher level of education encourages chief officers to stay current with emerging trends, technologies, and best practices, promoting innovation within their departments.

THE SYNERGY BETWEEN ACCREDITATION AND HIGHER EDUCATION

The relationship between higher education and fire department accreditation for chief officers is synergistic. Accreditation standards often emphasize the importance of professional development and higher education for leadership roles within the department. For instance, the CPSE's accreditation criteria include leadership and administrative practices that are enhanced by higher education. Some benefits of accreditation include:

Improved Performance: Accreditation promotes excellence and continuous improvement, ensuring fire departments meet or exceed industry standards.

Enhanced Community Trust: Accredited fire departments demonstrate a commitment to accountability, transparency, and high-quality service, fostering greater trust and confidence within the community.

Risk Reduction: Accreditation helps identify areas for improvement and implement best practices, leading to better risk management and a reduction in fire-related incidents.

Professional Development: The accreditation process encourages ongoing education and professional development for fire department personnel, ensuring they are well-trained and equipped to handle their responsibilities.

Conversely, chief officers with advanced education are better equipped to lead their departments through the accreditation process. They possess the analytical skills, strategic vision, and commitment to excellence required to meet and exceed accreditation standards. Their ability to interpret data, implement best practices, and foster a culture of continuous improvement is crucial in achieving and maintaining accreditation.

Moreover, accredited departments with educated leadership are more likely to attract and retain talented personnel, as they demonstrate a commitment to professional development and organizational excellence. This creates a positive feedback loop, where accreditation and higher education reinforce each other, leading to higher standards of service, improved community safety, and a more professional fire service overall. Some benefits of accreditation include:

CONCLUSION

To align with the evolving educational landscape and uphold the highest standards in the fire service, it is imperative to update the degree requirement for chief officer ranks. This ensures our leadership is well-prepared to meet the challenges and changing demands of today's fire service. Higher education provides a deeper understanding of fire service management and fosters a culture of continuous improvement and professional development within the department. Additionally, it enhances our credibility, performance, and places us on the path toward accreditation.

Furthermore, the relationship between fire department accreditation and higher education for fire officers at the chief rank is a critical link that reflects a commitment to excellence, professionalism, and continuous improvement. Accreditation sets the benchmark for service quality, while higher education provides the knowledge and skills necessary to achieve and maintain these standards. Together, they enhance the effectiveness of fire services, ensuring that departments are well-prepared to meet the challenges of a modern response to any emergency.

In looking at what the current job responsibilities are, and the history of the current compression issue, I met with our Joint Fire Commission to discuss these proposed changes. A conversation ensued on how they have discussed these changes in the past. However, there were a few concerns with making these modifications. One was, will it limit the ability for interested line staff members to apply for these positions if they do not have the qualifications of a bachelor's degree? Second, there is a current compression issue between administrative job positions and the line staff. The base salary of line staff positions is more than the starting pay of some of our administrative positions; without this being fixed, what incentive do line staff members have to get a higher education? Some staff may recognize there are trade-offs between the line schedule versus the administrative schedule. However, is this attractive enough to take a pay cut? In addition, there is a concern regarding attracting outside candidates for these administrative positions. Will we only have people apply, and accept, a position with us to gain experience and then leave to go elsewhere where they can make more money?

At our last Fire Commission Meeting, we discussed this with Director Fairchild and came up with language for educational requirements that will address some of these issues. However, the commission was hesitant on acting upon these changes without the support of our Joint Finance & Personnel Committee to have a comprehensive pay study done that aligns with the changes. The current classification for the non-union administrative positions is within the City of Neenah's salary plan. However, this salary plan is only based on City of Neenah factors. Such as a population of 27,361. It doesn't consider that our department provides coverage to a service area with a population of 45,250.

I am requesting consideration and action from our Fire Commission to review and change the administrative job description educational requirements.

I am requesting consideration and action from our Joint Finance & Personnel Committee to direct staff complete a comprehensive pay study for our non-union administrative positions based upon the factors of service provided by our consolidated fire department and appropriate change made for the 2025 budget.

Thank you for considering this perspective. I look forward to discussing this further and addressing any additional concerns.

i W. C. RIVENBARK, & G.H. McCALL: <https://www.fireengineering.com/firefighting/promoting-higher-education-in-the-fire-service/>



Department of Community Development
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426
Phone 920-886-6125 • e-mail: chaese@ci.neenah.wi.us

CHRIS A. HAESE
DIRECTOR OF COMMUNITY DEVELOPMENT AND ASSESSMENT

M E M O R A N D U M

DATE: September 4, 2024
TO: Mayor Lang, Council President Borchardt and Council Members
FROM: Chris A. Haese, Director of Community Development and Assessment
RE: **Resolution #2024-10**

It has come to the attention of staff that Resolution #2024-10, approved by the Neenah Common Council on July 17, 2024, contains scrivener errors that need to be rectified for the Department of Revenue to complete the District's certification. The changes are not substantive and do not affect the intent of the original Resolution.

Appropriate action is to approve Resolution #2024-10 to correct scrivener errors in the originally approved Resolution.



RESOLUTION NO. 2024-10

A RESOLUTION CREATING CITY OF NEENAH TAX INCREMENT DISTRICT NO. 13 AND APPROVING THE DISTRICT PROJECT PLAN.

WHEREAS, the Neenah Plan Commission has prepared a Project Plan for the City of Neenah Tax Increment District No. 13, has held a public hearing and has designated district boundaries, all pursuant to Section 66.1105, Wis. Stats., and

WHEREAS, the Neenah Plan Commission has submitted recommended district boundaries and a project plan to the Common Council of the City of Neenah, and

WHEREAS, after the Neenah Plan Commission recommended district boundaries to the Common Council, and

WHEREAS, City of Neenah Tax Increment District No. 13 is proposed for the purpose of stimulating development, revitalization and growth as a means to increase industrial development opportunities and ensure a vital and healthy tax base, and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Neenah that pursuant to the provisions of Section 66.1105, Wis. Stats., the Tax Increment District No. 13, City of Neenah, is hereby created, with the boundaries of said district to be described and depicted on the Attached Exhibit A, which is incorporated and made part of this Resolution. The official date of the district is January 1, 2024.

BE IT FURTHER RESOLVED that the Common Council of the City of Neenah finds that:

1. Tax incremental district number 13 is an Industrial District.
2. At least 50% (by area) of the real property within the district is suitable for industrial sites, is zoned for industrial use and these suitable sites will remain zoned for industrial use for the life of the TID.
3. The proposed boundaries include properties that have been annexed to the City of Neenah since January 1, 2004.
4. The City of Neenah has a cooperative plan boundary agreement with the Town of Neenah per section 66.0301(6), Wis. Stats.
5. The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

6. The project costs directly serve to promote industrial development, consistent with the purpose for which the tax increment district is created.
4. The equalized value of taxable property in the district plus the value increment of all other existing districts does not exceed 12% of the total value of equalized taxable property within the City.
5. The project plan is economically feasible and is in conformity with the City of Neenah Vision 2040 Comprehensive Plan.

Recommended by: City Plan Commission

CITY OF NEENAH, WISCONSIN

Moved: _____

Jane Lang, Mayor

Passed: _____

Charlotte Nagel, City Clerk

EXHIBIT A

CITY OF NEENAH TAX INCREMENT DISTRICT NO. 13 BOUNDARY DESCRIPTION

All of Lot 1, Lot 2, Outlot 1, and Outlot 2 of Certified Survey Map No. 8143 and part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, and part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, and part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, all being in the Northeast of Section 09, Township 19 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin and,

All of Lot 1 and Outlot 1 of Certified Survey Map No. 8144, being part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 08, Township 19 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin.

Commencing at the East $\frac{1}{4}$ corner of Section 08; thence N00°02'36"E along the East line of the Northeast $\frac{1}{4}$ of Section 08, Township 19 North, Range 17 East, 897.88 feet; thence S87°59'38"W, 513.00 feet to the northeast corner of Outlot 1 of Certified Survey Map No. 8144 which is the Point of Beginning; thence S00°13'50"W, 571.98 feet; thence S27°18'35"W, 388.97 feet to the south right-of-way line of Muttart Road; thence S88°57'36"W, 1,389.04 feet along the south right-of-way line of Muttart Road to the west right-of-way line of Dixie Road; thence following the west right-of-way line of Dixie Road in a northeast direction, approximately 2,878.02 feet; thence following the City of Neenah boundary line along County Road G in an easterly direction, 298.88 feet; thence follow the City of Neenah boundary line south, 32.7 feet; thence N87°58'28"E, 271.59 feet; thence S00°12'57"E, 220.84 feet; thence S12°08'58"W, 385.00 feet; thence N87°58'31"E, 662.16 feet; thence S00°02'36"E, 1,126.96 feet; thence S87°59'38"W, 513.00 feet; to the Point of Beginning.

EXHIBIT A

