

CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING
August 27, 2024 @ 5:30 PM
Hauser Room, 211 Walnut Street

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

A G E N D A

1. Approval of Minutes of the Meeting of July 30, 2024, and the Special Meeting of August 21, 2024 (Attachment)
2. Public Appearances
3. South Vehicle Bay Ceiling Fans (Attachment)
4. Replacement of V-Box Salt Spreader (Attachment)
5. Licenses
 - a. Approve the Temporary Extension of Licensed Premises Application to Cedar Neenah, LLC, for the Cedar Cornhole Event (Attachment)
 - b. Special Event Applications (Informational Only)
6. Design and Engineering Services for Arrowhead (Attachment)
7. Schematic Design for the Innovation Building at Arrowhead (Attachment)
8. Prairie Design Services for Arrowhead (Attachment)
9. Council Directive-Convenience Store Alcohol Sales Allowance (Attachment)
10. Contract for Weights and Measures Services with City of Appleton (Attachment)
11. Public Works General Construction and Department Activity Report (Attachment)
12. Announcements/Future Agenda Items
13. Adjournment

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

****AMENDED****
CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Tuesday, July 30, 2024

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

Excused:

Also Present: Mayor Lang, Public Works Director Kaiser, Police Captain Olson, Fire Chief Teesch, Parks & Forestry Superintendent Fink, Clerk Nagel, and Public Works Office Manager Mroczkowski

Approval of Minutes of the Meeting of the Meeting of July 9, 2024, and the Special Meeting of July 17, 2024

Motion by Hillstrom, Seconded by Weber to approve the minutes of the meeting of July 9, 2024, and the Special Meeting of July 17, 2024

Motion Carried. All voting aye. 5/0

Public Appearance

None

Neenah-Menasha Fire Rescue Station No.31 Lighting

Chief Teesch reviewed his memo of July 30, 2024. He stated that he is seeking approval to reallocate budgeted funds that were originally allocated for the roof repair at Fire Station No.31 to be used for an unbudgeted light replacement project at Fire Station No.31.

Motion by Borchardt, Seconded by Hillstrom to recommend Council approve \$4,482.25 of the 2024 Budgeted roof replacement funds for Fire Station No.31, be used for lighting replacement at Fire Station No.31.

Alderperson Pollnow asked if building expenditures are shared costs with Menasha. Chief Teesch stated that the only shared building expenditures are for the fire tower.

Call for vote by Chairperson Lendrum

Motion Carried 5/0

Field Groomer Purchase

Parks & Forestry Superintendent Fink stated that quotes were solicited for a laser ready field groomer. He stated that two quotes were received, one from Horst Distributing for \$44,627.00 and the other from Reinders Inc., for \$45,955.00 Superintendent Fink

Report

stated that staff and mechanics were universal in the choice of the ABI field groomer from Horst Distributing for \$44,627.00.

Alderson Pollnow asked what the budget amount was for the groomer.

Superintendent Fink stated the budget included \$55,000.00 for this equipment.

Report

Motion by Weber, Seconded by Borchardt to recommend Council approve the purchase of the ABI Force Field Groom from Horst Distributing in the amount of \$44,627.00.

Alderson Pollnow asked if this was a replacement piece of equipment.

Superintendent Fink stated this is a new piece of equipment. He stated the groomer will provide the ability for laser grading of the ball diamonds that will address drainage issues and for landscaping.

Call for vote by Chairperson Lendrum

Motion Carried 5/0

Police Department 2nd Quarter Statistics

Info Only

Motion by Borchardt, Seconded by Hillstrom to receive and place on file of the Police Departments 2024 2nd Quarter Statistics.

Alderson Pollnow asked what the reason is for the increase in traffic stops. Chief Olson stated that was a 2024 directive he issued to the entire department. He stated that directive addresses the need to slow traffic down and to be more visible in the city, especially in areas where complaints are coming from about excessive speeds.

Call for vote by Chairperson Lendrum

Motion Carried 5/0

Licenses & Permits

Approve Temporary Class "B" Picnic License Application to Fox Valley Labor Council for Labor Fest

C.A.

Motion by Hillstrom, Seconded by Weber to recommend Council approve the Temporary Class "B" Picnic License Application to Fox Valley Labor Council, 157 S. Green Bay Road, for Labor Fest, to be held on September 2, 2024, from 12:00 PM to 5:00 PM.

Call for vote by Chairman Lendrum

Motion Carried. All voting aye. 5/0

Approve the Temporary Class “B” Picnic License Application to Gord’s Pub for Gord’s Pub Street Dance

C.A.

Motion by Pollnow, Second by Borchardt to recommend Council approve the Temporary Class “B” Picnic License Application to Gord’s Pub, 210 Main Street, for Gord’s Street Dance, to be held on August 9, 2024, from 6:00 PM to 10:00 PM, in the Plexus Parking Lot.

Call for vote by Chairman Lendrum

Motion Carried. All voting aye. 5/0

Approve the Transferring License Business to Business Application of the Class “B” Combination Intoxicating Liquor and Fermented Malt Beverages License to Westhill Bar. Inc., d/b/a My Place, 1127 S. Commercial Street, Gurvinder Singh, Agent

Report

Motion by Pollnow, Seconded by Hillstrom to recommend Council approve the Transferring License Business to Business Application of the Class “B” Combination Intoxicating Liquor and Fermented Malt Beverages License to Westhill Bar. Inc., d/b/a My Place, 1127 S. Commercial Street, Gurvinder Singh, agent.

Call for vote by Chairman Lendrum

Motion Carried. All voting aye. 5/0

Special Events Permits Informational Only

Shared cost Inter-Municipal Agreement between the City of Menasha and the City of Neenah for the intersection of Nicolet Boulevard and Third Street

Director Kaiser reviewed his memo of July 26, 2024. He stated that the Committee requested information regarding the agreements in place for the operation of the traffic signals at Nicolet/Third intersection and at the Nicolet/Commercial/First/Sandford intersection.

Director Kaiser reviewed the history of both intersections, including dates signals were installed, funding, operational costs to maintain the intersections, agreements that he could locate, capital expenditures that are planned and completed and the fairness of the agreements as they exist today.

Director Kaiser stated that based on the overall picture of these intersections, the 1988 agreement for operation of the traffic signals at the Nicolet/Commercial/First/Sandford is balanced and treats each community fairly.

The Committee discussed the information provided by Director Kaiser.

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. Road excavation has started on Cedar.
- 5) Contract 2-24 (E. Doty Av - Utilities and Street): Utility mains are installed except for the tie-ins at Pine. Services are being installed in the right-of-way east of Oak
- 6) Contract 3-24 (Bayview Rd, Commercial St Water Crossings, Quarry Ln, Reed St - Utilities and Street):
 - a) Bayview Rd: Concrete paving is complete. Driveway installation and landscaping are the next steps.
 - b) Commercial St Water Crossings: Utility installation is complete.
 - c) Quarry Ln: Utility work is complete. The street is in the rest period.
- 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.
- 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): Work on the Plummer Ct sidewalk is set to start the week of 7/29.
- 11) Contract 8-24 (Misc Asphalt Pavement/Sidewalk Repair): This contract was awarded to MCC, Inc. A schedule has not been set.
- 12) Contract 10-24 (Tullar Garage Roof, Phase 2): The contract was awarded to H.I.S. Company. They are planning to do this work in August.
- 13) Contract 11-24 (Douglas Park Pond): Pond design is being finalized in preparation for bidding.
- 14) 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.

Aldersperson Pollnow asked about the sidewalk on Cecil Street that a resident had brought up at the last Common Council meeting. Director Kaiser stated that PW Superintendent Radtke will have the street crew repair it this week.

Aldersperson Hillstrom asked if the city will be doing any chip sealing this year. Director Kaiser stated there is none planned for this this year, but there is in 2025.

Announcements/Future Agenda Items

None

Adjournment

Motion by Pollnow, Seconded by Hillstrom to adjourn at 5:35 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

CITY OF NEENAH
SPECIAL PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Wednesday, August 21, 2024 – 6:45 P.M.

Present: Chairperson Lendrum, Alderpersons Borchardt, Hillstrom, and Pollnow

Excused: Alderperson Weber

Also Present: Mayor Lang, City Clerk Nagel

Approve the Temporary Extension of Licensed Premises Application to Grainworks Old + New, for the Allocated Bourbon Drawing

Report **Motion by Pollnow, Second by Borchardt to recommend Council approve the Temporary Extension of Licensed Premises Application to Grainworks Old + New, for the Allocated Bourbon Drawing.**

City Clerk Nagel reviewed the application. She noted that there is also a special event permit associated with this event since a portion of the right-of-way is being used for the event. She reviewed the event layout and the traffic control plan.

Call for motion vote by Chairman Lendrum.

Motion Carried. All voting aye. 4/0

Approve the Temporary Extension of Licensed Premises Application to Lion's Tail Brewing for Oktoberfest 2024

Report **Motion by Pollnow, Second by Hillstrom to recommend Council approve the Temporary Extension of Licensed Premises Application to Lion's Tail Brewing for Oktoberfest 2024.**

City Clerk Nagel reviewed the application. She noted that the event has been held previously.

Call for motion vote by Chairman Lendrum.

Motion Carried. All voting aye. 4/0

Approve the Temporary Extension of Licensed Premises Application to Fire-Lite, Inc., for Saving Paws Fundraiser

Report **Motion by Pollnow, Second by Hillstrom to recommend Council approve the Temporary Extension of Licensed Premises Application to Firelite, Inc., for Saving Paws Fundraiser.**

City Clerk Nagel reviewed the application and the event layout. She noted that no complaints have been received from adjacent residential property for prior events.

Call for motion vote by Chairman Lendrum.

Motion Carried. All voting aye. 4/0

Adjournment

Motion by Hillstrom, Seconded by Pollnow to adjourn at 6:48 PM.

Motion Carried. All voting aye. 4/0

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gerry Kaiser". The signature is written in a cursive, flowing style.

Gerry Kaiser

Director of Public Works



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 |

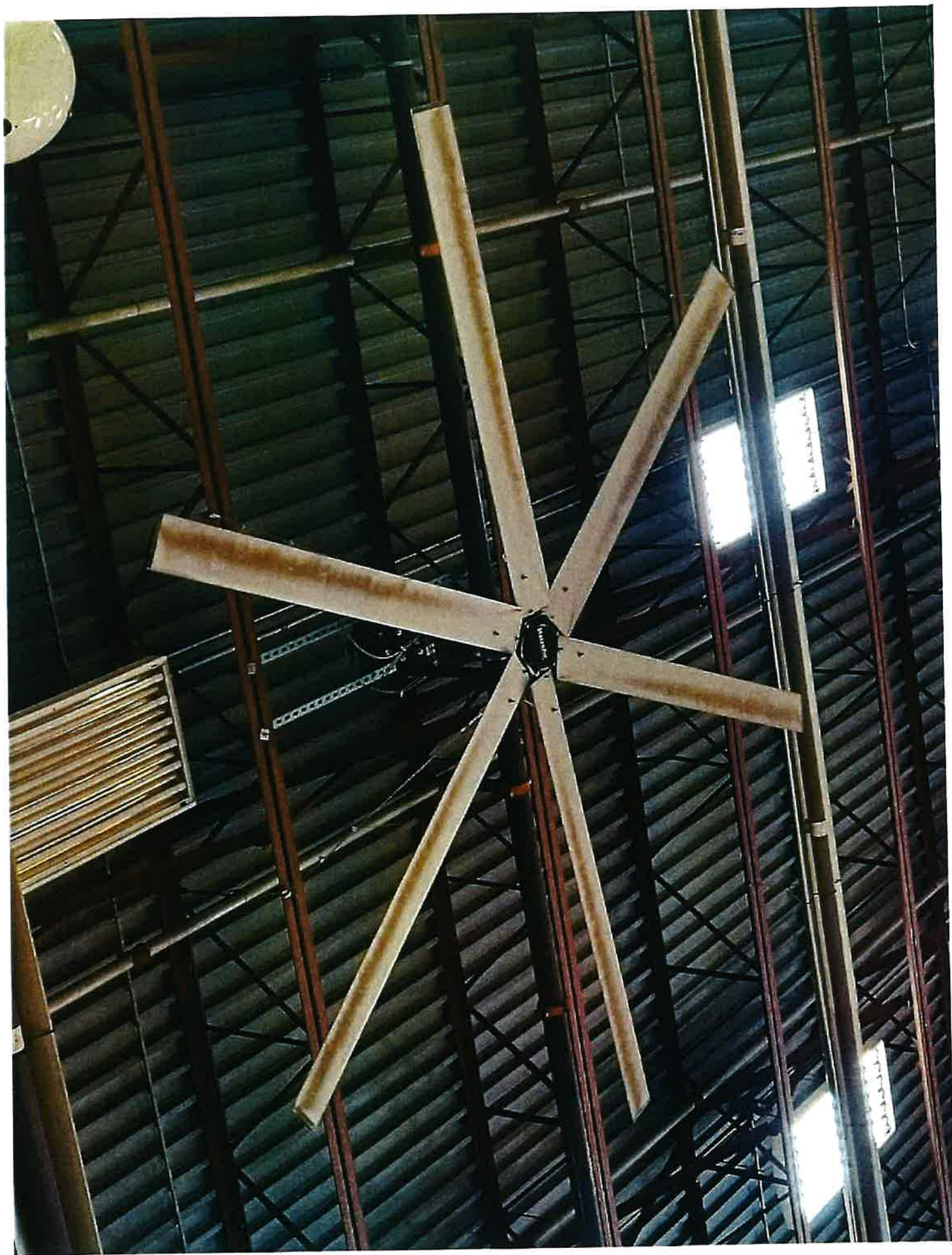
Comment:

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.



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

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.

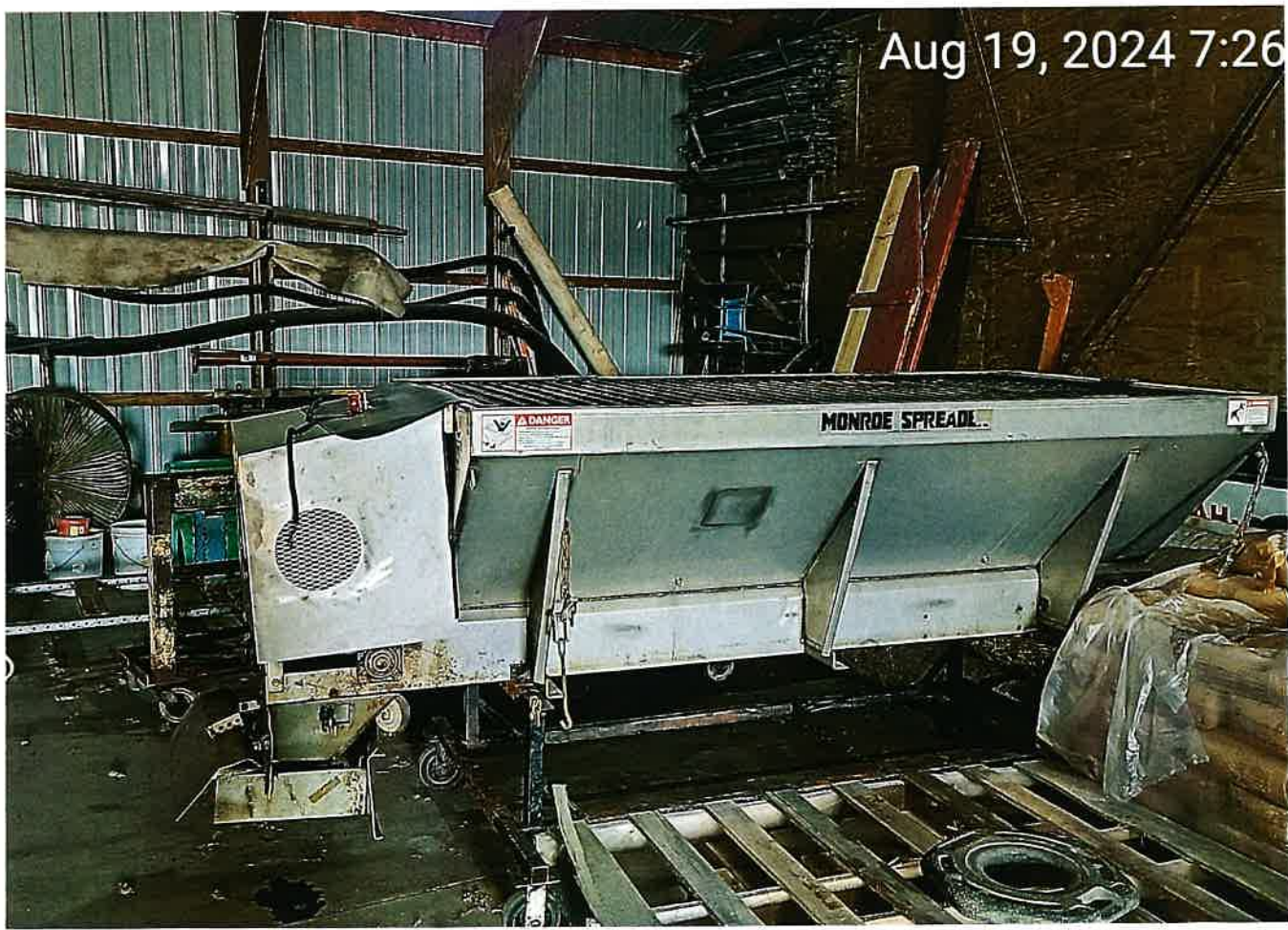
Not Budgeted

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

Aug 19, 2024 7:27



Aug 19, 2024 7:26



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

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 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.

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



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

M E M O R A N D U M

DATE: August 22, 2024
TO: Mayor Lang and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: Public Works General Activity

- 1) Contract 7-21 (Harrison Pond): 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 around 8/28.
- 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 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.
- 13) Contract 11-24 (Douglas Park Pond): Pond design is being finalized in preparation for bidding. The wetland permitting was received on 8/21.

- 14) 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.
- 15) Our new Crafc0 Mastic Patcher was put into operation on 8/21.
- 16) 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.