

CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING
February 27, 2024 @ 6:30 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 February 13, 2024 (Attachment)
2. Public Appearances
3. Bird Scooter Pilot Program (Attachment)
4. Ordinance regulating Camping on City Property (Attachment)
5. Opening Burning Ordinance Amendment (Attachment)
6. CTH "G" Traffic Impact Analysis (Attachment)
7. Industrial Drive Budget Status (Attachment)
8. S. Commercial Street-Conveyance of Rights (Attachment)
9. North Street Construction-Intergovernmental Cooperation Agreement (Attachment)
10. Public Works General Construction and Department Activity Report (Attachment)
11. Announcements/Future Agenda Items
12. 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@ci.Neenah.wi.us** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Tuesday, February 13, 2024, 6:30 PM

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

Excused:

Also Present: Mayor Lang, Alderperson Boyette, City Attorney Raschid, Public Works Director Kaiser, Community Development Director Haese, Police Chief Olson, Assistant Police Chief Bernice, Deputy Director of Community Development Schmidt, City Clerk Nagel, Assistant Planner Kasimor, Community Development Specialist Jefferson, Public Works Office Manager Mroczkowski, Elise Evenson, Carl Evenson, Scott Becher, Brian Roeh, Adam Hendryx, and Kristen Sandvick

Motion/Second/Carried by Hillstrom/Borchardt to approve the minutes of the Meeting of January 30, 2024. All voting aye.

Public Appearances:

Carl Evenson, 657 Belmont Ct. – Mr. Evenson spoke in regard to the street construction project that is scheduled to be done this year on Belmont Court. Mr. Evenson stated that he and His wife Elsie Evenson request that, in the expansion of the Belmont Court cul-de-sac circle, that the parkland owners and the homeowners share equally the sacrifice of currently occupied land required by the expanded roadway circle. He stated that the planned expanded circle would take 18' of his front lawn.

Brian Roeh, 146 Hazel St. – Mr. Roeh spoke regarding the Douglas Pond. He asked if anyone on this council has gone to Douglas Park to visualize how much will be lost by this pond and if council members have talked to residents of the neighborhood. Mr. Roeh asked if staff discussed with the Galloway Company of building the pond on their property and if the Galloway expansion would have been possible without converting Douglas Park into a retention pond. Mr. Roeh spoke in regard to the fence that was added to the plan near the playground, what the temperature will be from the Galloway water discharged into the pond, the easements that are being requested from Galloway and why the parkland is not having to be rezoned from R1 Residential to A2 Industrial. Mr. Roeh further spoke regarding what the city's plans are for future stormwater retention ponds and stated that he does not believe that dedicating valuable real estate for wet and dry ponds is the most effective use of property.

Scott Becher, 1061 Green Acres Ln. – Mr. Becher spoke regarding the fence that has been added to the design plan for the Douglas Pond. He stated that he is pleased to see that a fence has been added. He stated that he would like the city to consider installing an Emergency Blue Light Phone Box in the park.

Elsie Evenson, 657 Belmont Ct. – Mrs. Evenson spoke in regard to the street construction project that is scheduled to be done this year on Belmont Court. She stated that she understands that there is right-of-way and is not challenging that. She stated that she would like the city to take into consideration that the plat map for this street is from 1964. Mrs. Evenson stated that the park is moderately used and would like the land use for the new cul-de-sac to be equally shared by all the property owners. She stated that she would like to have on-site visits by staff before a final plan is approved.

Kristen Sandvick, 312 Caroline St. – Ms. Sandvick introduced herself as a candidate for alderperson in District 1.

Adam Hendryx, 641 Belmont Ct. – Mr. Hendryx spoke in regard to the street construction project that is scheduled to be done this year on Belmont Court. He stated that he bought his house in 2018. He stated that he is against curb and gutter being installed on the street. He stated that there is no need for it because there are no drainage issues but rather grading issues. Mr. Hendryx stated that there is no Wisconsin Department of Natural Resources (DNR) or Environmental Protection Agency (EPA) mandate that streets have curb and gutter. He stated that installation of curb and gutter is part of the city standard specifications. Mr. Hendryx stated that he would like city staff to consider moving the fire hydrant that is being installed in front of his house be moved to the park side of the street. He stated that he has questions regarding how handicapped residents are taken into consideration during the project, when the project will be approved and when the bids are due.

Aldersperson Lendrum stated that the contractors are very willing and accommodating for the elderly and handicapped.

Director Kaiser stated that the Final Resolution, after being acted on at this meeting tonight, will go to the Common Council next Wednesday, February 21 for approval. He stated that the bid was opened on February 5 and was approved at the Board of Public Works today. Director Kaiser stated that it will now go before the Common Council next Wednesday, February 21 for award as presented at the public informational open house and public hearing.

Director Kaiser reviewed and explained the steps and meaning of the final resolution and what is meant when a contract is awarded in relation to the design of the project.

Aldersperson Borchardt asked why the design of the cul-de-sac is not using park land.

Director Kaiser stated that the plat as it was established in 1964 in regard to legal boundaries, established the limits to the road right-of-way and the area that can be used for transportation purpose. He stated that the plat map also established the property lines for each of the properties on Belmont Court. He stated that he can't work outside of that right-of-way.

Director Kaiser stated that the design being proposed is well within the right-of-way. He stated that the bulb is skewed as close to the parkland as is allowed while still staying in the right-of way.

Aldersperson Borchardt stated that this could be changed by the Council. Director Kaiser stated that involves legal issues with park land.

Aldersperson Borchardt stated that it makes logical sense to share the land needed to put the bulb in with the parkland, but understands there may be legal constraints to doing that.

The Committee further discussed the use of the parkland, plan design approval, right-of-way, shifting the road to the west, utility location and possible increase to utility assessments if road was shifted, city truck and emergency vehicle access, and the type of curb that is going to be installed.

Aldersperson Lendrum closed Public Appearances.

Motion/Second/Carried by Stevenson/Weber to amend agenda and discuss agenda item No.9: All voting aye.

Final Resolutions 2024-01: Installation of sanitary sewer laterals and water services for properties serviced on the following: Bayview Road, Belmont Avenue, Belmont Court, Cedar Street, E. Doty Avenue, North Street, Quarry Lane, Stevens Street, and S. Park Avenue.

Following Discussion: Motion/Second/Carried by Stevenson/Borchardt to recommend the Common Council approve Final Resolution 2024-01: Installation of sanitary sewer laterals and water services for properties serviced on the following streets: Bayview Road, Belmont Avenue, Belmont Court, Cedar Street, E. Doty Avenue, North Street, Quarry Lane, Stevens Street, and S. Park Avenue.
All voting aye.

Police Department-Barrier System Purchase

Assistant Police Chief Bernice reviewed his memo of January 16, 2024, and provided a background as to why the police department is requesting funding for a barrier system. He stated that since 9/11, cities and emergency agencies have reviewed and changed their operating procedures on events to try and prevent terrorist and soft target attacks. He stated that the barrier system will secure the perimeter of City of Neenah events and activities and will provide a safety plan for the agency of jurisdiction. Assistant Chief Bernice stated that this task is the primary focus of law enforcement that utilizes other key players to support the mission. He stated that developing mitigation strategies to

deter harmful events is the top priority since all demographics of the community, from children to the elderly, attend these special events.

Assistant Chief Bernice stated that the barrier system is a device to help save lives and prevent any type of problem within our city. He stated that the \$245,860.09 will come from 2024 Capital Improvement Plan funds.

Aldersperson Borchardt asked if this funding is in addition to the Spirit Funds that the city applied for through Winnebago County. Assistant Chief Bernice stated that is correct. He stated that if the city does get awarded Spirit funds, those funds would be used to purchase additional barriers that would be used for deployment along the parade route and bring the city's total barrier count to 63.

Mayor Lang stated that Winnebago County did recommend award of Spirit funds to the City of Neenah. She stated that the county will vote on it at the next County Board meeting.

Report
Following Discussion: Motion/Second/Carried by Hillstrom/Stevenson to recommend the Common Council approve the purchase of 28x Meridian Archer 1200 barriers, two Meridian Drop Down Trailers and miscellaneous accessories at the cost of \$245,860.09 from the 2024 Capital Improvement Plan Funds. All voting aye.

Houses to Homes (Affordable Housing Program)

Community Development Specialist Jefferson reviewed her memo of February 5, 2024. She stated that Wisconsin Tax Incremental Finance (TIF) law was modified in 2009 to allow communities to extend the life of a Tax Incremental District (TID) by one year for the purposes of benefiting affordable housing and improving the housing stock of their community. She stated that the extension allows a community to collect one additional year of tax increment and utilize at least 75% of those funds to benefit affordable housing and the remaining 25% can be used to improve the housing stock of the community. Community Development Specialist Jefferson stated that the City of Neenah TIF Districts 5 and 6 successfully closed in 2023 after an allowed one-year extension. The extension provided more than \$800,000 to fund a dedicated affordable housing initiative.

Community Development Specialist Jefferson stated that the Houses Into Homes program would consist of two sub-programs: Curb Appeal and Refresh and Renew. She stated that the Curb Appeal program would be for projects that are primarily exterior and could include landscaping, roofing, windows, siding, painting, and front stoop repair/replacement. Community Development Specialist Jefferson stated that the successful applicants with eligible projects at qualified properties would receive a grant to reimburse up to 50% of project costs for owner-occupied properties and up to 25% of project costs for residential investment properties. She stated that this grant would

provide a maximum match of \$5,000 and landscaping projects would have a maximum match of \$250.

Community Development Specialist Jefferson stated that the Refresh and Renew program is for larger, comprehensive projects that could include projects that exceed the grant amounts in the Curb Appeal project and could also include mechanical upgrades and kitchen and bath remodels. She stated that the applicants would apply for a loan through the city which would provide eligible projects with 0% interest, deferred mortgage loans for up to 50% of project costs (owner-occupied) and 25% of project costs to investment properties. Community Development Specialist Jefferson stated that the Loan Assistance Board will have final determination on approval and loan details for the Refresh and Renew portion of the program, loan repayment would be required at the time the property sells and refinancing will be reviewed on a case-by-case basis.

Community Development Specialist Jefferson noted that the program will be piloted on Doty Island and then broadened as we gain experience with it. She noted that eligible properties are single family properties with a value of \$209,000.00 or less and two-family properties with a value of \$267,000.00 or less

Aldersperson Borchardt asked how this program will be advertised. Community Development Specialist Jefferson stated that social media, post cards, Mayor's newsletter, and webpage will be used.

Aldersperson Stevenson asked how many eligible homes in the piloted area. Deputy Director Schmidt stated that there are 711 single family homes in the program piloted area.

Aldersperson Stevenson asked if staff plans on expanding the scope of this program and if so, how does the city assure there is funding for the project expansion. Community Development Specialist Jefferson stated that there is only \$200,000.00 budgeted in the first year. She stated that staff wants to use the first year to gauge the success of the program.

Aldersperson Weber asked how the curb appeal applications will be handled. Community Development Specialist Jefferson stated that those would be handled internally with staff.

Following Discussion: Motion/Second/Carried by Borchardt/Hillstrom to recommend the Common Council approve the creation of the Houses Into Homes program as recommended by the Department of Community Development and funded with proceeds from the affordable housing tax incremental district one-year extension. All voting aye.

Motion/Second/Carried by Stevenson/Borchardt to amend agenda and move agenda item No.5 to the end of the agenda and discuss after agenda item No.10.
All voting aye.

S. Commercial St. Reconstruction Project-Storm Sewer Amendment Request

Director Kaiser reviewed Traffic Engineer Merten's memo of February 9, 2024. Director Kaiser stated that Westwood Professional Services, design consultant for the 2025 S. Commercial Street reconstruction project, prepared a storm sewer design for the S. Commercial Street reconstruction project based on design standards required for Wisconsin Department of Transportation (WisDOT) highways. He stated that this resulted in a severe increase in the amount of proposed storm sewer infrastructure, adding significant cost to the project and maintenance over the long-term. He stated that City staff negotiated with WisDOT to adjust criteria to help reduce the number of structures while still providing adequate flood control. Director Kaiser stated that as this requires Westwood to make substantial changes to the model they have prepared, Westwood has put forth the attached change order in the amount of \$10,560. He stated that this amendment also includes revisions to a street corner to avoid a private sign relocation and real estate acquisition.

Aldersperson Stevenson asked for clarification that this contract amendment is not related to the Douglas Pond. Director Kaiser stated that is correct.

Following Discussion: Motion/Second/Carried by Borchardt/Weber to recommend the Common Council approve Westwood Professional Services to perform a redesign of the storm sewer for the S. Commercial Street reconstruction project for an amount not to exceed \$10,560.00, which shall be funded with the S. Commercial Street design dollars. All voting aye.

Bridge over Neenah Creek-Consultant Contract Amendment

Director Kaiser reviewed his memo of February 9, 2024. He stated that during design work on the Neenah Creek Bridge for the Bridgewood Apartment development, some discrepancies were encountered among the various hydraulic models used along Neenah Creek that needed to be resolved in order to get the bridge permitted. He stated that the work needed was outside of the original scope of services on the bridge design contract because the expectation was that existing models would correspond. He stated that was not the case and additional hydrologic work was needed for the city to get DNR approval and eventually FEMA approval.

Director Kaiser stated that attached is Amendment #1 in the amount of \$31,600. He stated that the original contract with GRAEF for design and construction administration was for \$149,878.39, with the amendment, the revised contract amount is \$181,478.39.

Alderperson Borchardt asked if the consultant should have expected this or is this something that is out of the ordinary. Director Kaiser stated that between bridge, trail and apartment, the expectation was that all of the projects would be based off the same data so the information would be consistent between all three projects.

Following Discussion: Motion/Second/Carried by Weber/Hillstrom to recommend the Common Council approve Contract Amendment 1 for design and construction administration services on the Neenah Creek Bridge with GRAEF-USA, Inc., in the amount of \$31,600.00. All voting aye.

Douglas Pond-Contract for Design Services

Director Kaiser reviewed his memo of February 9, 2024. He stated that earlier this month he provided the Council with a review of the professional services used to date for analysis and plan development for the Douglas Pond. He stated that he had authorized contracting with Westwood Professional Services for those services because of their knowledge of the Commercial Street area due to their storm sewer and street design work along with their knowledge of the Harrison Pond watershed due to their assistance with hydraulic modelling on that project.

Director Kaiser stated that, given the additional work needed due to design changes resulting from the discussions with the Parks & Recreation Commission and continued staff evaluation of the project and the concerns expressed at the January 30 PSSC meeting about the approval process used for contracted services, we arranged with Westwood to end the prior agreement and start fresh with a contract for services necessary to bring the final plans and specifications to completion.

Director Kaiser stated that the scope of work provided involves changes both to the pond layout and to the storm sewer piping leading to the pond – including changes to the S. Commercial Street storm sewer design and submittals for the permitting necessary to construct the project. He stated that staff recommends that Council approve the contract with Westwood Professional Services for design services on the Douglas Pond at a cost of \$45,300.00.

Alderperson Hillstrom asked if the map of the pond, is the final pond design. Director Kaiser stated that is the concept that Westwood will be working from.

Alderperson Lendrum asked that the map be made available for residents. Director Kaiser stated that he will have staff put the map on the website.

Alderperson Borchardt asked what the temperature of the Galloway water discharge will be. Director Kaiser stated that he would have to check with the Galloway Company.

Alderperson Stevenson asked what the funding source is for this contract. Director Kaiser stated that we are using the Detention Pond Capital budget account.

Report

Following Discussion: Motion/Second/Carried by Hillstrom/Stevenson to recommend the Common Council to approve the contract with Westwood Professional Services for design services on the Douglas Pond at a cost of \$45,300.00. All voting aye.

Public Works General Construction and Department Activity Report

- 1) Contract 7-21 (Harrison Pond): Storm and sanitary sewer work is complete and the pond is functioning. Stone work on the water feature is complete. Pumps were installed 11/15. We are awaiting the meter socket for the electric service. A number of punchlist items remain to be completed – retaining wall staining, overseeding along Harrison Street and trail grading. Trees that have not survived will be replaced in spring 2024.
- 2) Contract 1-23 (Chestnut, Burr, Dieckhoff, Laudan Utility and Street Construction): Utility work, curb/gutter installation and landscaping are complete. A binder course of asphalt has been paved. The top-coat of asphalt will be paved in spring 2024.
- 3) Contract 7-23 (High, River Utility and Street Construction): Utility work, curb/gutter repairs and landscaping are complete. A binder course of asphalt has been paved. The top-coat of asphalt will be paved in spring 2024.
- 4) Neenah Creek Bridge: The bridge railings were placed but other work is halted until spring. The remaining work is parapet staining, the east approach paving and trail repairs.
- 5) Contract 1-24 (Belmont Ct, Belmont Av, Cedar St, Stevens St- Utilities and Street): Bids were opened on 2/5/2024. The Board of Public Works will review the bids at their 2/13 meeting.
- 6) Contract 2-24 (E. Doty Av - Utilities and Street): Bids are scheduled for opening on 2/28/2024.
- 7) Contract 3-24 (Bayview Rd, Commercial St Water Crossings, Quarry Ln, Reed St - Utilities and Street): Bids are scheduled for opening on 2/28/2024.
- 8) Contract 4-24 (S. Park Avenue Easement – Utilities): Bids are scheduled for opening on 2/28/2024.
- 9) North St, Utilities and Street – This project involves both Neenah and Fox Crossing. A draft intergovernmental agreement has been provided to Fox Crossing for review. The agreement used with Menasha for the Abby Avenue project was used as a template for the North Street project.

10)Automated Truck Replacement – The automated truck purchase that was approved at the Feb. 7 Council meeting should be arriving in the next week or two.

The 2023-2027 CIP includes the replacement of another automated collection truck in 2025 (page 111). Similar to what happened with the recent truck purchase, Superintendent Radtke was informed by the vendor that they have two chassis for that truck that will be available by the end of 2024 that the vendor needs to claim, or they will be assigned elsewhere. The vendor has asked if we are interested in claiming one of them. Last year, the consensus of the committee was to confirm our interest with the vendor provided there was an ability to back out. We were able to work that out with the vendor. We would like to take the same approach this year.

The Committee's consensus was to secure at least one chassis and directed staff to discuss acquiring the second one that is currently available with vendor.

Director Kaiser stated that staff met with TDS Telecom today regarding their ongoing fiber project in Neenah. He stated that they are going to be slowing down the work in Neenah and focusing on service drops.

Director Kaiser stated that the 2024 punch cards will be mailed out to residents the week of February 19.

The Public Services & Safety Committee may convene into closed session pursuant to Wis. Stat. §19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or the conducting of other specified public business as long as competitive or bargaining reasons required closed session related to land acquisition adjacent to or in the vicinity of the downtown area.

Motion/Second/Carried by Stevenson/Borchardt for the Public Services & Safety Committee may convene into closed session in the pursuant to Wis. Stat. §19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or the conducting of other specified public business as long as competitive or bargaining reasons required closed session related to land acquisition adjacent to or in the vicinity of the downtown area. The Public Services and Safety Committee may reconvene into open session to take action on the item discuss in closed session, all voting in a voice vote of aye.

The Public Services & Safety Committee may reconvene into open session pursuant to Wis. Stats. § 19.85(2) to consider or act on closed session recommendation(s).

The Public Services and Safety Committee went into closed session at 7:48 PM. Discussion was held for the purpose of developing strategy related to potential land acquisition adjacent to or in the vicinity of the downtown.

The Committee adjourned in closed session at 8:54 PM Motion/Second/Carried Stevenson/Weber. All voting aye.

Respectfully submitted,

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

Lisa Mroczkowski
Public Works Office Manager



MEMORANDUM

DATE: February 20, 2024
TO: Chairman Lendrum and Public Services and Safety Committee Members
FROM: Samantha Jefferson, Community Development Specialist
RE: Bird Scooter Pilot Program

In the spring of 2022, the City of Neenah entered into an agreement with Bird Rides, Inc. to allow for the creation of an electric scooter program for the 2022 riding season. Initially, Common Council approved a Memorandum of Understanding (MOU) with Bird Rides, Inc. which included the following conditions:

- Approximately 50-75 electric scooters would be deployed within the city for recreational use.
- Preferred parking, which provides a financial incentive to customers, would be established and regularly evaluated to encourage the majority of scooters to be congregated in these locations.
- Staff would work with Bird to establish geo-fenced zones where rides cannot be stopped including all bridges, roundabouts, overpasses and trestle bridges.
- Scooters would not be permitted on the sidewalk within the 100 and 200 blocks of W. Wisconsin Avenue.
- Bird would be responsible for re-distributing scooters on a frequent basis.
- A \$0.10 per ride fee would be paid to the city to offset administrative costs that may be required.
- The MOU would expire on December 31, 2022.

The 2022 program was highly successful with approximately 11,000 rides taken and over 30,000 miles traveled by more than 2,800 unique users. The total number of complaints submitted to Bird was 105 with 90 of those complaints submitted by one individual. Community Development received eleven complaints.

The City opted to continue its agreement with Bird into 2023. In the 2023 Extension Amendment to the Memorandum of Understanding, the only substantial change made to the original agreement was that the city would receive \$0.20 per ride as opposed to the original \$0.10 per ride.

While less rides were seen than in the previous year, the 2023 program was also highly successful with 8,853 total rides and 20,554 miles traveled. Total complaints made to Bird were 111, with 101 of those complaints submitted by one individual. Community Development received three complaints.

After discussions with Bird and internal discussions with Neenah PD, Parks and Recreation, Public Works and Future Neenah, staff recommends the Commission consider the attached Amendment to the MOU to extend the pilot program with Bird Scooters for the 2024 riding season. This amendment makes no changes to the MOU or Extension Amendment excepting the date of expiration which is extended to December 31, 2024. If approved, Bird Rides, Inc. intends to have scooters on the ground and usable fairly soon due to favorable weather conditions.

Appropriate action at this time is to recommend the Amendment to Memorandum of Understanding between the City of Neenah and Bird Rides, Inc. extending the electric scooter pilot program through December 31, 2024.

Extension Amendment to
Memorandum of Understanding

This extension amendment (this "Amendment") dated as of the ____ of _____, 2024 is entered into by and between Bird Rides, Inc., located at 8605 Santa Monica Blvd, #20388, West Hollywood, CA, 90069 ("Company"), and the City of Neenah ("City"), and amends that certain Memorandum of Understanding dated as of April 6, 2022, and that certain Extension Amendment to the Memorandum of Understanding dated as of April 5, 2023 by and between Company and City (as further amended, restated, supplemented or modified from time to time prior to the date hereof, the "Agreement").

The Agreement is amended as follows:

1. Term. The term of the Agreement shall hereby continue through December 31, 2024 and shall be renewed annually by additional extension amendments thereafter unless terminated by either party.
2. Payment. Bird agrees to pay to the City \$0.20 per ride in order to recoup administrative, educational, and enforcement expenses incurred by the City. Payment shall be made on a monthly basis and shall be made payable to the City of Neenah.
3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
4. Unless otherwise stated in this Amendment, defined terms shall be given the meanings attributed to them in the Agreement.

Company:

Bird Rides, Inc.

By: _____

Name:

Title:

City:

City of Neenah, Wisconsin

By: _____
Name:
Title:

DRAFT



Dept. of Legal & Administrative Services
Office of the City Attorney
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Phone 920-886-6107 • Fax: 920-886-6109
E-mail: rdewitt@neenahwi.gov
BECKY DEWITT
PARALEGAL

MEMORANDUM

DATE: February 16, 2024

TO: Public Services and Safety Committee

From: Paralegal Becky DeWitt

RE: Ordinance regulating Camping on City Property

Last summer the City received many calls regarding a handful of individuals reportedly often loitering and sometimes sleeping on certain rights of way in the City. This resulted in a significant number of police hours being expended on these reports, trying to resolve the situation. This was compounded by fact that there were no ordinances enacted for the City to assist our Officers in resolving these circumstances.

The City Attorney's Office investigated how best to address these circumstances in the future. As a result, we have drafted an ordinance that prohibits camping on City Property. It also addresses reasonably, belongings that could be left behind by individuals trying to camp in these areas by allowing police taking into custody and holding such property for a period of time in order for these individuals to reclaim them. Along with this ordinance, we have amended the Open Burning ordinance to prohibit any outdoor cooking in the City Right of Way as this was an accompanying issue also reported later in the summer.

By prohibiting Camping on City Property, we hope to address an issue that's been of concern to a number of our citizens. Unlike for other similar ordinances being enacted in Wisconsin and elsewhere, ours does not criminalize the prohibited behavior (meaning those in violation would not be convicted of a crime under Wisconsin State Statutes, could not be jailed or fined. The only consequence would be a municipal (civil) monetary forfeiture.

211 Walnut Street
Neenah, WI 54956



AN ORDINANCE:
Re: Camping on City Owned Property

ORDINANCE NO. _____

Introduced: _____

Committee/Commission Action: _____

AN ORDINANCE

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

Section 1. Section of the Code of Ordinances of the City of Neenah is created read as follows:

A. Definitions. For purposes of this section the following definitions apply:

1. *Camp or camping* means to set up or to remain in or at a campsite, including the storage of personal belongings or camping materials.
2. *Campsite* means any place where any bedding, sleeping bag or other sleeping materials, or any stove, or fire, is placed, established, maintained, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure or any vehicle used to facilitate same, or any part thereof.
3. *Camping materials* means, but is not limited to, tents, tarps, umbrellas, metal sheeting, pallets, canopies, hammocks, hunting blinds, boxes, huts, temporary shelters, or vehicles.
4. *Abandoned property* means any property possession of which has been relinquished or that has been otherwise left by the owner to fall into a state of disuse.
5. *Right-of-way* means that area between the center line of the travel portion of any roadway, whether improved or merely platted as such, and the platted and adjacent property line, whether privately or publicly owned, including therebetween any grassy or other vegetation-covered portions often designated as terrace or parkway and including any hard-surfaced such area.
6. *To store or storage* means to put aside or accumulate for use when needed to place for safekeeping or to leave in a location.

B. Camping Prohibited. It is unlawful for any person to camp in or upon any city right-of-way or upon any other city property except as follows:

1. In campgrounds designated by the City that are signed, posted, or otherwise marked for overnight camping and pursuant to all applicable city ordinances, laws, rules, and regulations.
 2. By special or emergency declaration of the Mayor or Common Council.
- C. Violations.
1. Warning: No person shall be cited for violating this section unless such person shall continue to camp more than one hour after receiving a warning to cease their camping activities and or to vacate the place upon which they are so engaged. Such warning shall be given by a police officer or other authorized City officer or employee.
 2. Penalty: Any person in violation of this section shall be subject to the penalties as provided for in Sec. 1-20 of the Neenah Code of Ordinances.
- D. Abandoned Property. Pursuant to Wisconsin State Statute §66.0139 the City of Neenah Police Department will collect and hold abandoned property for 30 days after which the City may sell or dispose of said property pursuant to §66.0139(2-5).
- E. Disposal of abandoned property other than by public auction. The City may dispose of abandoned property by public auction pursuant to §66.0139(2), or by any other means whether by private sale, donation, destruction, or other appropriate disposal deemed to be in the best interest of the City.

Section 2. Severability. In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

Section 3. 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 K. Nagel, City Clerk

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

Sec. 7-28. Open burning.

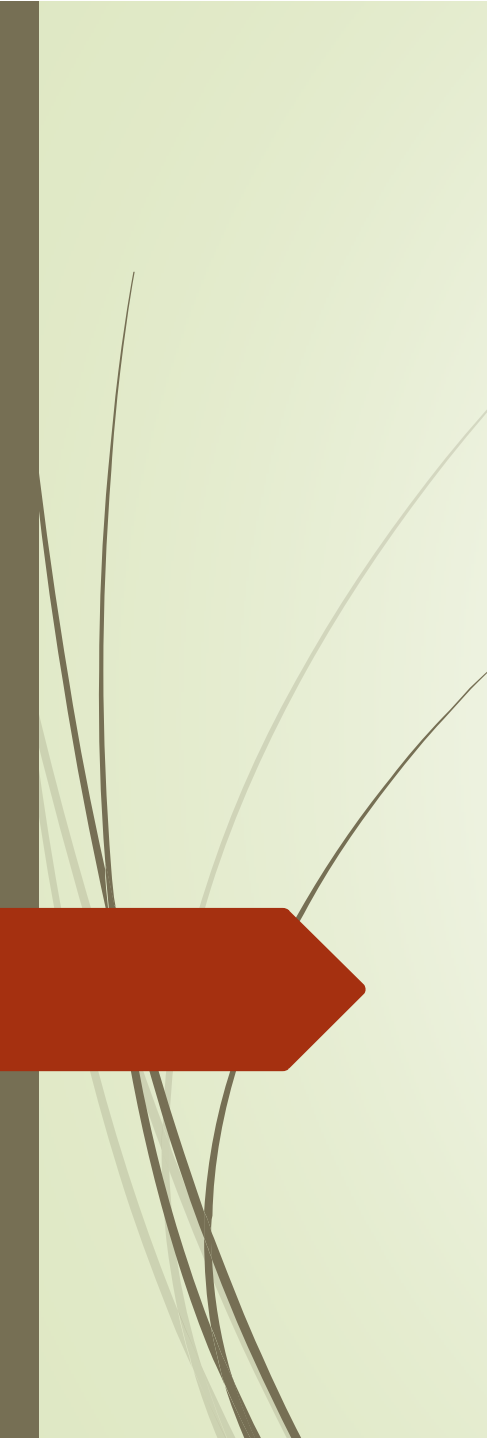
- (a) *Open burning prohibited.* No person, firm or corporation shall build any outdoor fire within the corporate limits of the City of Neenah except as set forth in Subsection (b) of this section.
- (b) *Exceptions.*
 - (1) Outdoor cooking over a fire contained in a device or structure designed for such use.
 - a. Material used to make a cooking fire cannot include construction materials, trash or rubbish.
 - b. All cooking devices must be in good working condition to prevent the possible spread of fire.
 - c. For all multifamily dwellings more than one story in height, the use and/or storage of any open or closed outdoor cooking device, any portable fireplace device, or any open flame device, is strictly prohibited above the first floor occupancy.
 - d. For all multifamily dwellings more than one story in height, the use of any open or closed outdoor cooking device, any portable fireplace device, or any open flame device is prohibited within ten feet of the structure on the ground floor or any combustible material on the ground floor.
 - e. No outdoor cooking shall be permitted in the City Right of Way.
 - (2) *Recreational fires and permits.*
 - a. Intent. It is the intent of the City that citizens shall have the opportunity to have recreational fires at single-family and two-family dwellings provided that such fires are in strict compliance with restrictions relating to recreational fires. It is further the intent of the City that the Police Department and Neenah Menasha Fire Rescue shall strictly enforce these restrictions so as to ensure that such fires do not compromise safety. Such enforcement shall require an investigation into any complaint and an independent determination by either the Police Department or the Neenah-Menasha Fire Rescue as to whether a particular recreational fire is in compliance with these regulations.
 - b. Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - In-ground fire pit* is defined as a fire pit surrounded on the outside by a non-combustible material such as concrete block or rocks.
 - Portable fire pit* is a structure or device intended to contain and control outdoor wood fires. This shall include a structure which although not portable, is designed to contain and control outdoor wood fires.
 - Recreational fire* is a campfire for the purpose of recreation and personal enjoyment.
 - c. No recreational fire may be started or allowed to continue burning unless such recreational fire is contained in a portable fire pit or an in-ground fire pit.
 - d. No recreational fire or portable fire pit or an in-ground fire pit shall be closer than ten feet from any building, structure, shed, garage, fence, or any combustible material.
 - e. All recreational fires shall have a diameter no larger than 30 inches nor may the fire extend more than two feet above the pit.

-
- f. Portable fire pits, such as devices commercially designed and intended to control and contain outdoor wood fires, may be used in accordance with the manufacturer's specifications, and these regulations, and must be based upon a noncombustible surface.
 - g. No recreational fire shall be started or allowed to continue burning when the wind direction or wind speed will cause smoke, embers, or other burning materials to be carried by the wind toward any building or other combustible materials, nor any time when the wind speed exceeds seven miles per hour. Smoke from any recreational fire shall not create a nuisance for neighboring property owners. The fire shall be completely extinguished based upon the findings of the required investigation conducted by either the Police Department or Neenah Menasha Fire Rescue. The Police Department and the Fire Rescue Department shall strictly enforce this section so as to comply with the intent of Subsection (b)(2)(a).
 - h. Material for recreational fires or portable fire pit shall not include rubbish, garbage, recyclable items, trash, or any material made of petroleum-based materials, and shall not contain any flammable or combustible liquids, except for devices which are designed to burn LP gas. Such LP gas devices shall only be used per the manufacturers' listing instructions.
 - i. Adequate fire suppression equipment shall be immediately available to control or extinguish the recreational fire.
 - j. All recreational fires or portable fire pits shall be attended at all times by at least one responsible person of age 18 or older from the ignition of the fire until the fire is completely extinguished.
 - k. The property owner and/or person who has started any recreational fire shall hold the City harmless from any and all damages caused by a recreational fire.
 - l. Any party who has started or maintains a recreational fire as defined shall pay any and all costs incurred by Neenah-Menasha Fire Rescue for any service related call as a result of a recreational fire not in compliance with these requirements, if deemed necessary by the Fire Chief.
 - m. Any person who wishes to have a recreational fire in a portable fire pit or in-ground fire pit must obtain a permit from the City. The permit shall contain the name of the owner/occupant of the property and address of the location where the portable fire pit is to be used. Such permit is issued to the property and is not transferable to any other location. Such a permit shall issue upon a showing that there will be compliance with all applicable laws and ordinances.
 - n. The permit specified in Subsection (b)(2)m. of this section shall require an annual fee as established by the Common Council by resolution from time to time to be paid to and collected by the City. A copy of Section 7-28 shall be provided to the permittee along with the permit.
 - o. No recreational fire may be started or allowed to continue between 12:00 a.m. and 4:00 p.m. Any such fire is presumed unreasonable and must be extinguished upon demand.
 - p. Any recreational fire or portable fire pit or in-ground fire pit not in compliance with all the terms of this section may, in addition to any other penalties, result in the permanent revocation of the permit.
 - q. No recreational fire shall be started in the City Right of Way.
- (3) Controlled burning of grass or similar vegetation for environmental management purposes, is allowed with the prior written approval of the Fire Chief or Fire Marshal.
 - (4) Ceremonial campfire or bonfires, with prior written approval of the Fire Chief or Fire Marshal.
 - (5) Other occasions of desirable outdoor burning not specified by this subsection, but not as an alternative to refuse removal or disposal of which other methods are available, may be granted single occasion approval as in Subsections (b)(2) and (b)(3) of this section.

-
- (6) Whenever approval and special permit are granted by the Fire Chief or Fire Marshal under Subsections (b)(3), (b)(4) and (b)(5) of this section, the permit may specify and be conditioned on observance of safety restrictions and insurance requirements set forth therein. Such permits shall be issued upon a showing that public safety will not be endangered and a further showing that there will be compliance with all applicable laws and ordinances.
- (c) *Chief may regulate and prohibit.* The Fire Chief or Fire Marshal is permitted to regulate and or prohibit any or all vegetation fires, recreational fires, and other permitted outdoor fires, when atmospheric conditions or local circumstances make such fires hazardous.
- (d) *Burning on streets.* No materials may be burned upon any street, curb, gutter or sidewalk.
- (e) *Liability.* Persons utilizing and maintaining outdoor fires shall be responsible for any liability resulting from damage caused by his fire.

(Ord. No. 2019-05, § 8, 8-7-2019; Ord. No. 2021-03, § 1, 3-17-2021)

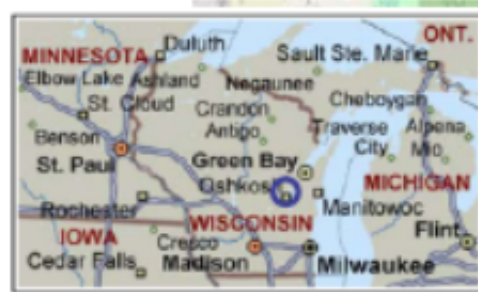
Editor's note(s)—Ord. No. 2019, § 8, adopted Aug. 7, 2019, repealed the former § 7-28, and enacted a new § 7-28 as set out herein. The former § 7-28 pertained to similar subject matter and derived from the Code 1977, § 23.10; Ord. No. 1247, § 1, adopted Feb. 4, 2004; Ord. No. 1387, §§ 1, 2, adopted May 6, 2009; and Ord. No. 1414, §§ 1, 2, adopted Sept. 1, 2010.



Traffic Impact Analysis CTH G Developments

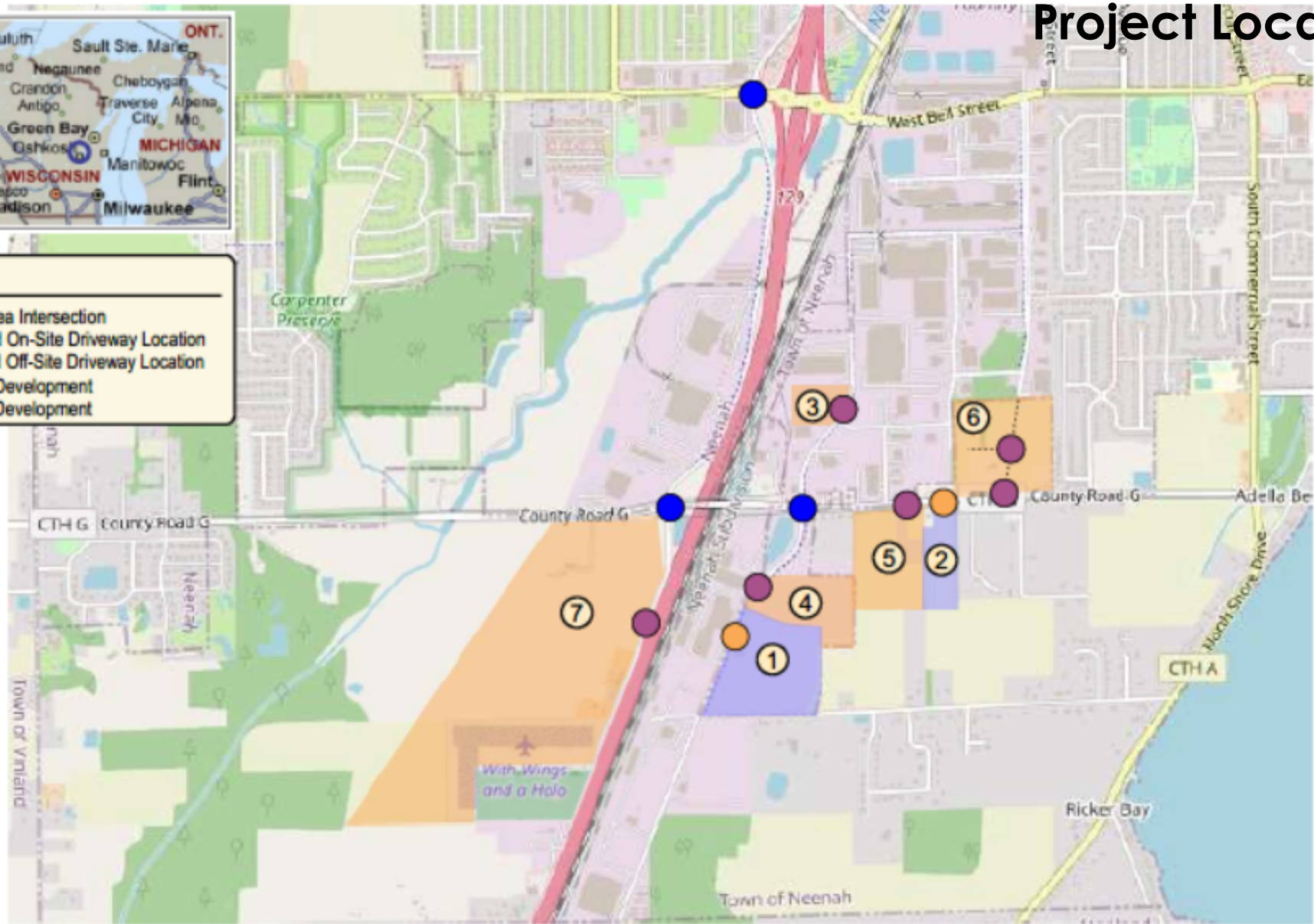
Presentation Based on Study
Prepared by Traffic Analysis & Design
January 5, 2024

Project Location

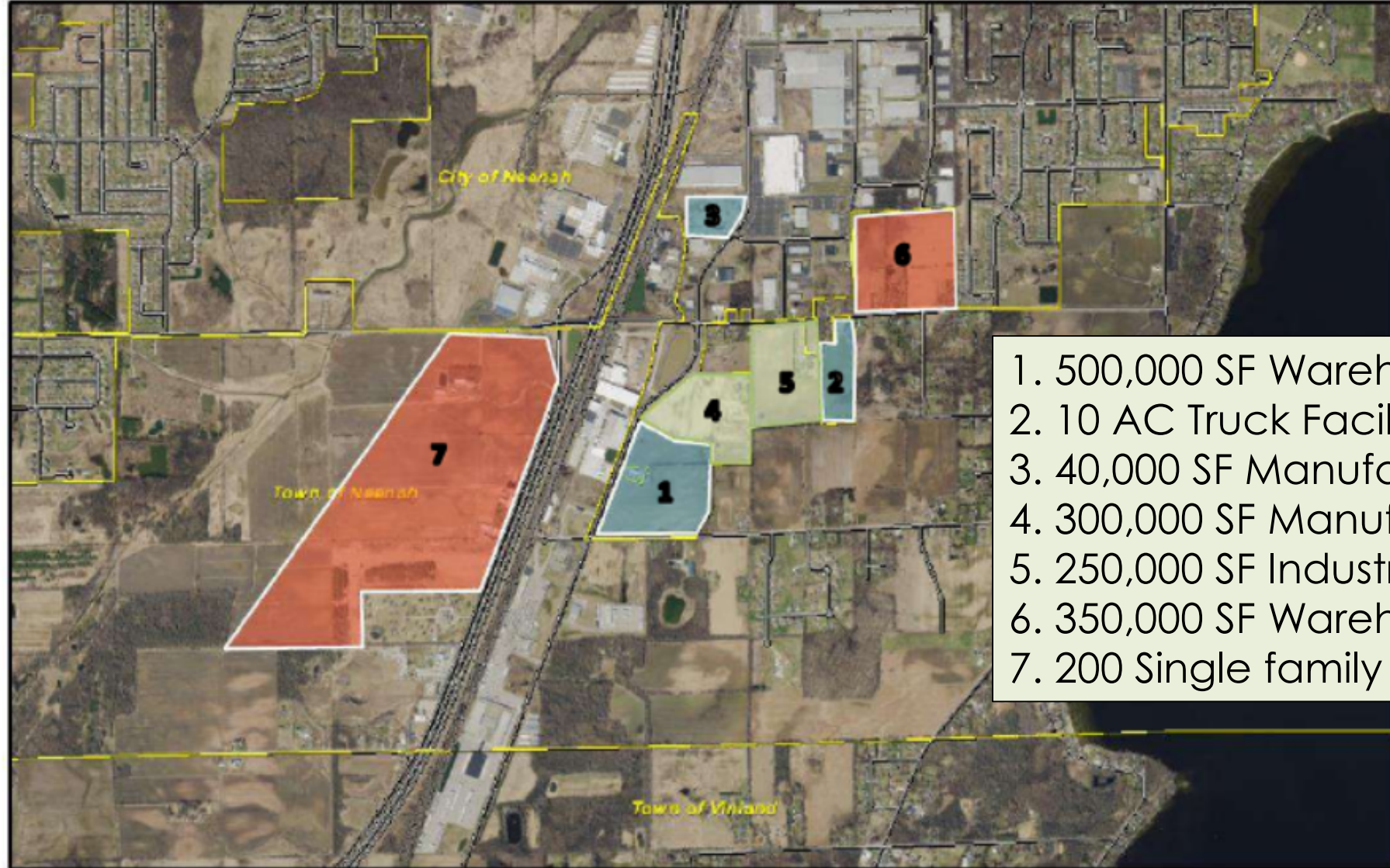


LEGEND

- Study Area Intersection
- Assumed On-Site Driveway Location
- Assumed Off-Site Driveway Location
- On-Site Development
- Off-Site Development

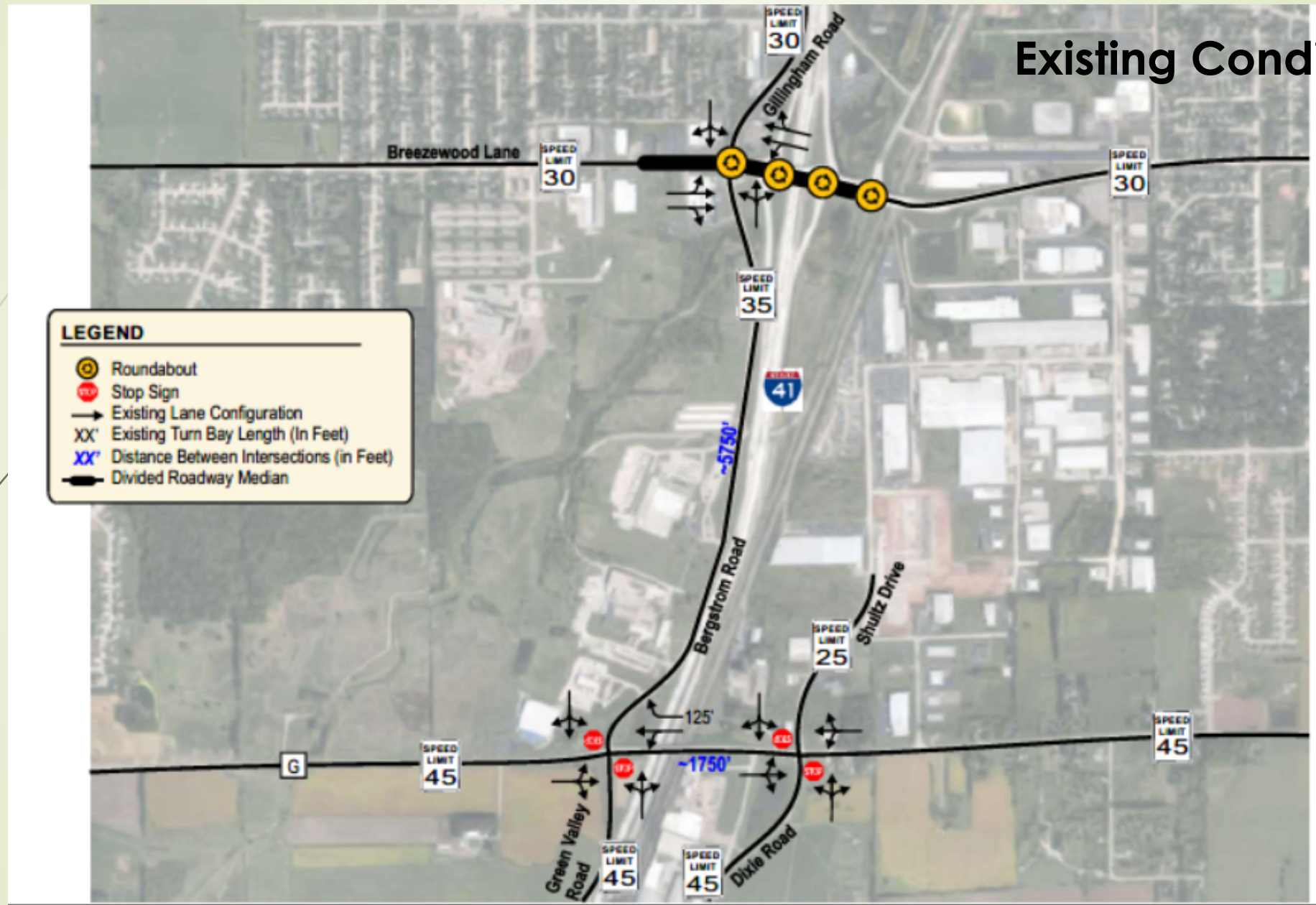


Site Development Assumptions

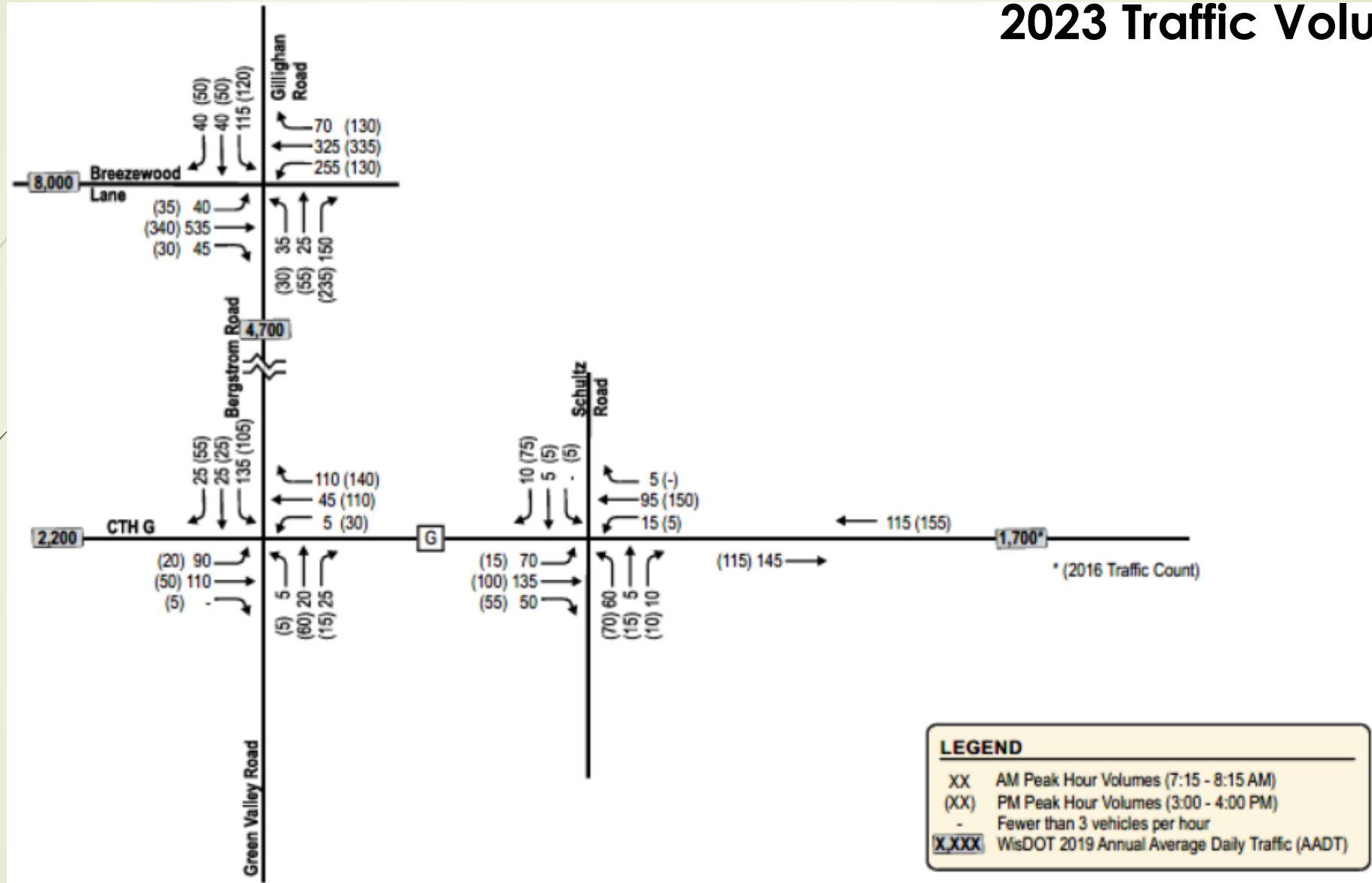


- 1. 500,000 SF Warehouse
- 2. 10 AC Truck Facility
- 3. 40,000 SF Manufacturing
- 4. 300,000 SF Manufacturing
- 5. 250,000 SF Industrial
- 6. 350,000 SF Warehouse
- 7. 200 Single family homes

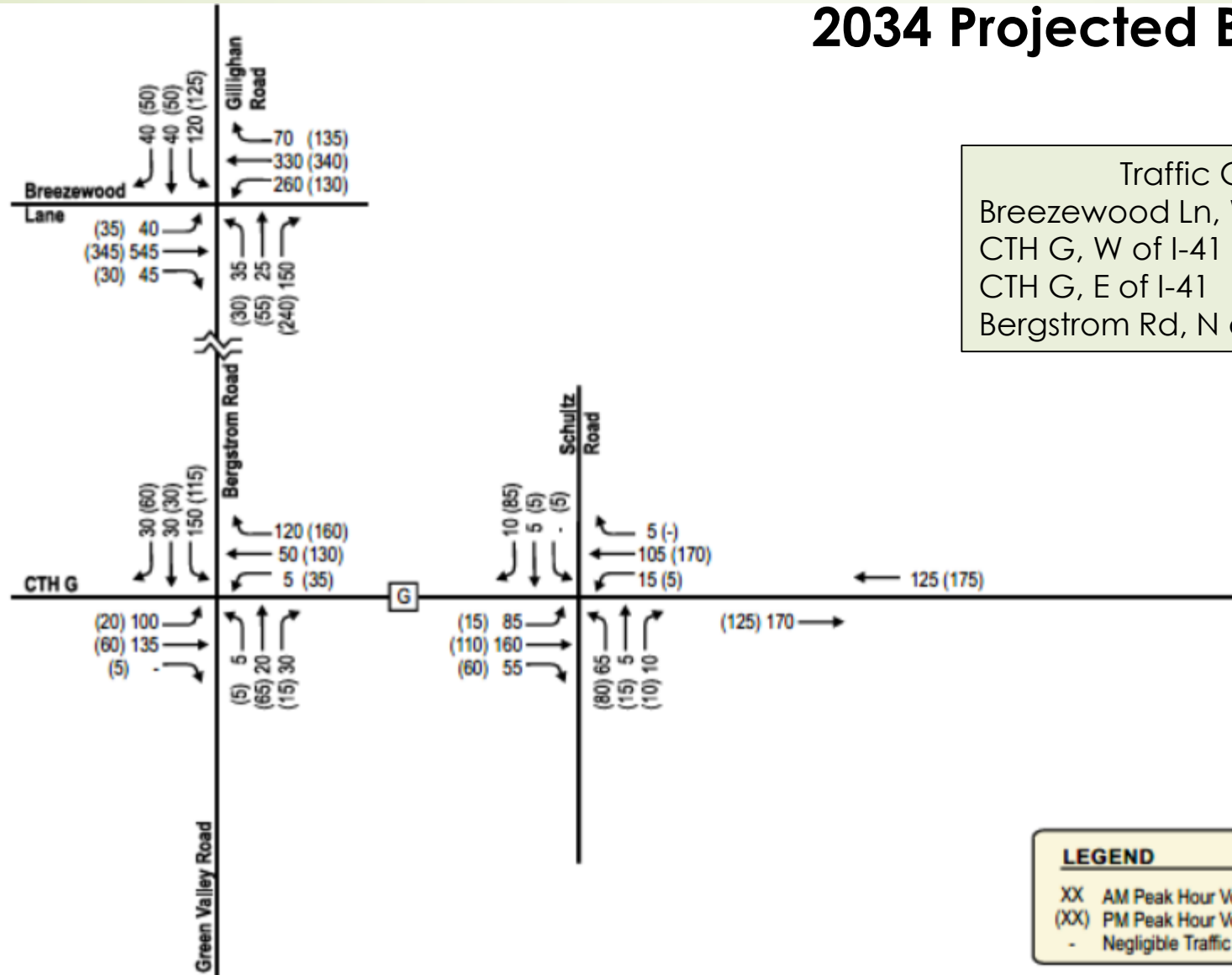
Existing Conditions



2023 Traffic Volumes



2034 Projected Background Traffic



Traffic Growth Rates	
Breezewood Ln, W of I-41	2.2%
CTH G, W of I-41	22.0%
CTH G, E of I-41	12.1%
Bergstrom Rd, N of CTH G	11.0%

LEGEND

- XX AM Peak Hour Volumes (7:15 - 8:15 AM)
- (XX) PM Peak Hour Volumes (3:00 - 4:00 PM)
- Negligible Traffic Volumes (Fewer than 3 vph)

2034 Full Build Traffic

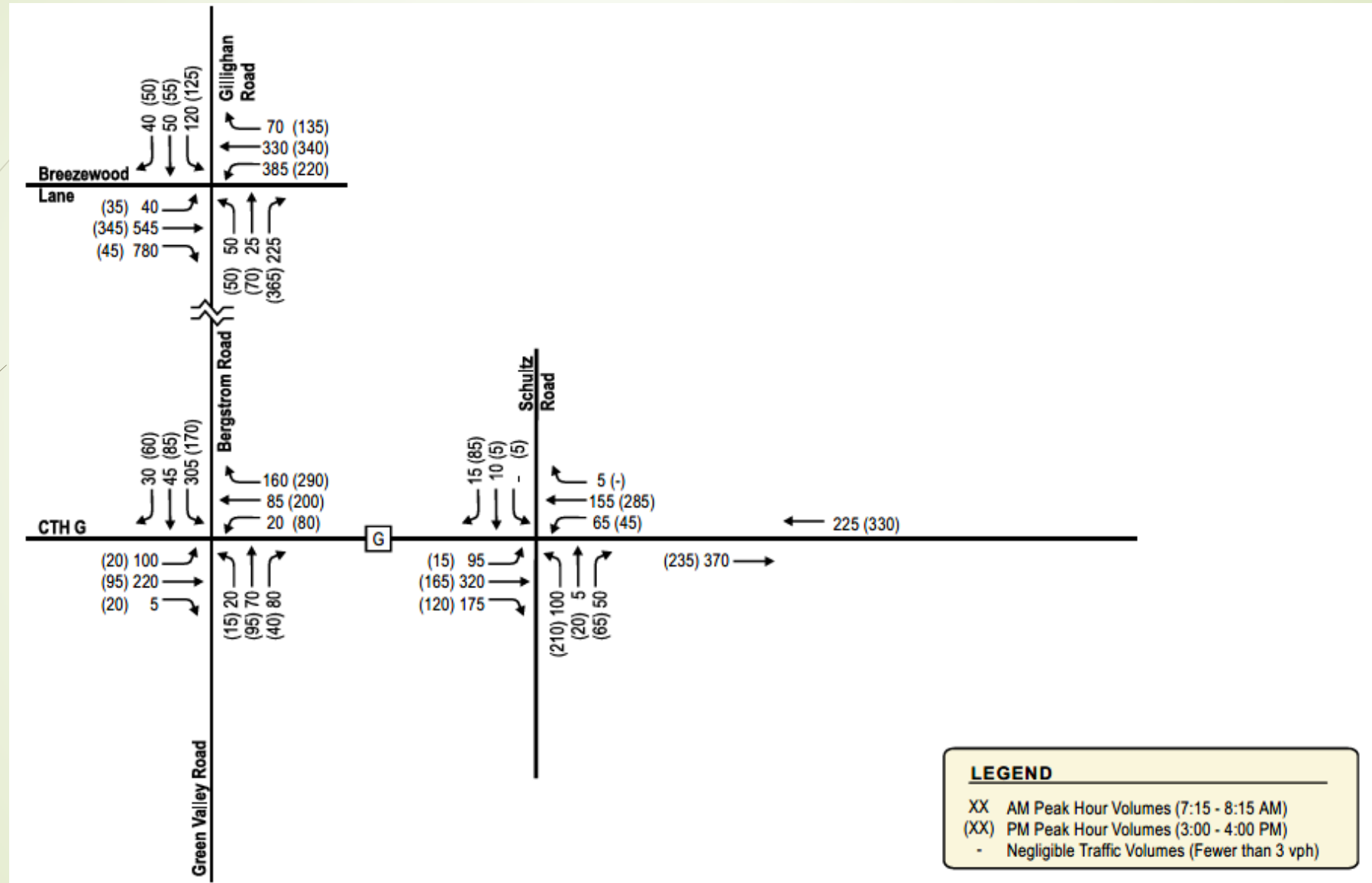


Table 7
Year 2034 Background + Scenario 1 Traffic Peak Hour Operating Conditions
With Existing Geometrics and Traffic Control

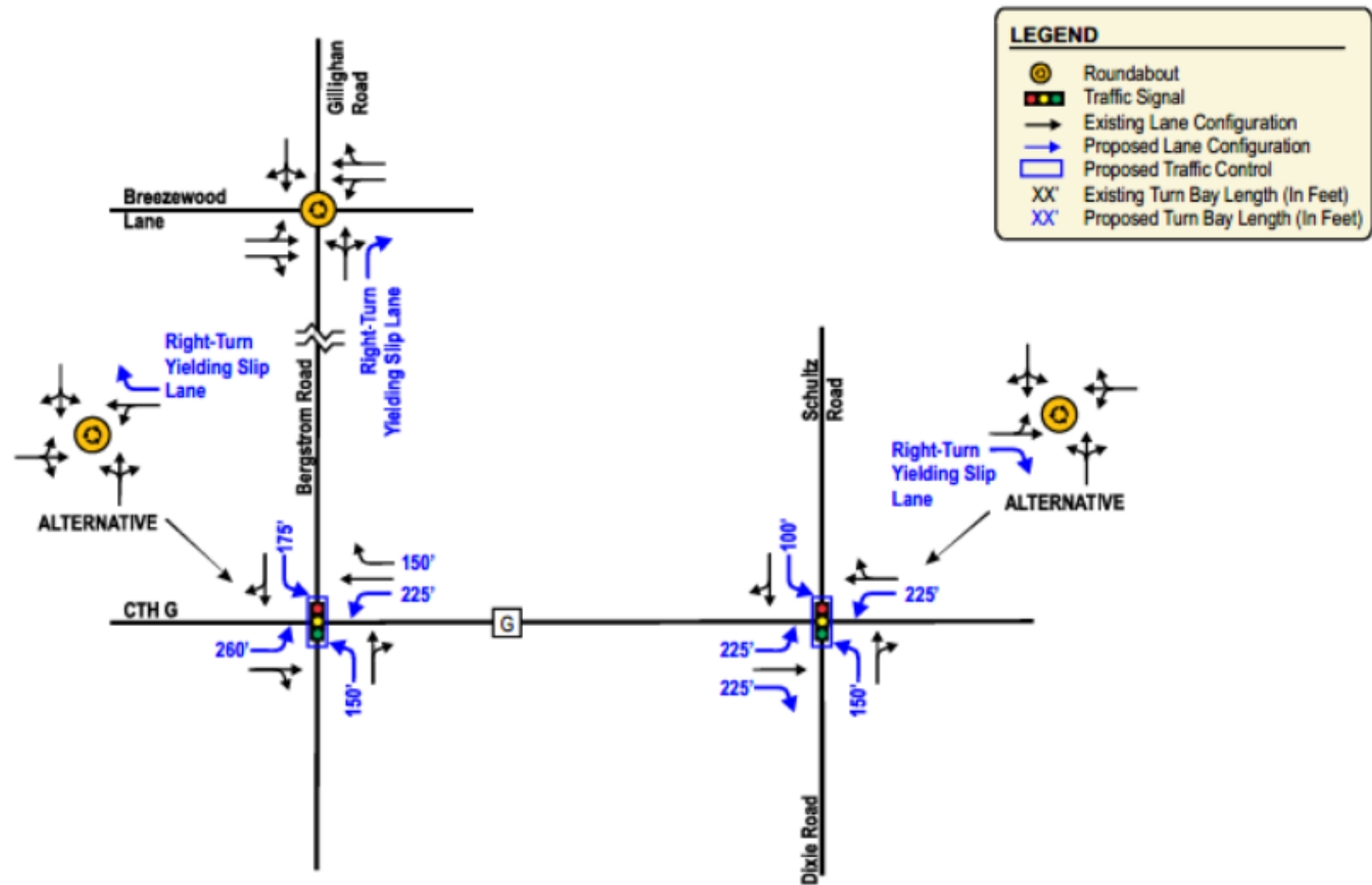
Intersection	Peak Hour	Metric	Level of Service (LOS) per Movement by Approach												LOS & Delay
			Eastbound			Westbound			Northbound			Southbound			
			↗	→	↘	↙	←	↖	↖	↑	↗	↘	↓	↙	
Node 100: Breezewood Lane & Gillingham Road/Bergstrom Road ¹ Roundabout Control		Lanes→	1		1	1		1		1		1			
	AM	LOS	C		C	A		A		D		C			C
		Delay	15.3		15.8	7		7.6		34.1		19.6			15.5
		Queue	100'		110'	50'		60'		180'		90'			
	PM	LOS	A		A	A		A		C		B		B	
		Delay	6.6		6.6	6.3		6.7		20.1		11.2		10.6	
		Queue	25'		30'	35'		45'		155'		50'			
Node 200: CTH G & Green Valley Road/Bergstrom Road Two-Way Stop Control		Lanes→		1			1		1			1			
	AM	LOS		A			A		*		C		F		F
		Delay		8.1			7.9		*		23.5		372.8		126.5
		v/c		-			-		-		-		1.71		
		Queue		25'			25'		*		70'		675'		
	PM	LOS		A			A		*		F		F		F
		Delay		9			7.8		*		88.8		705.6		205.3
		v/c		-			-		-		0.93		2.44		
		Queue		25'			25'		*		200'		890'		
Node 300: CTH G & Schultz Drive/Dixie Road Two-Way Stop Control		Lanes→		1			1		1			1			
	AM	LOS		A			A				F		C		B
		Delay		7.9			8.8				57.6		17.6		10.6
		v/c		-			-				0.74		-		
		Queue		25'			25'				125'		25'		
	PM	LOS		A			A				F		B		F
		Delay		8.2			8.2				215.9		13.1		59.3
		v/c		-			-				1.34		-		
Queue			25'			25'				435'		25'			

(-) indicates a movement that is prohibited or does not exist; (*) indicates a freeflow movement.

Delay is reported in seconds. Queue is the maximum of the 50th & 95th percentile queue, measured in feet.

¹Eastbound and Westbound at Node 100 are shared through/left and shared through/right lanes, shown as individual left and right turn lanes

Recommended Modifications



Breezewood/Bergstrom



CTH G/Bergstrom



CTH G/Bergstrom



Signalize
Add Left-turn Lane on all approaches
Extend Eastbound Right-turn Lane

Table 9

**Year 2034 Total Traffic (Scenario 1 + 2) Peak Hour Operating Conditions
With Proposed Geometrics and Traffic Control**

Intersection	Peak Hour	Metric	Level of Service (LOS) per Movement by Approach												LOS & Delay
			Eastbound			Westbound			Northbound			Southbound			
			↗	→	↘	↙	←	↖	↖	↑	↗	↘	↓	↙	
Node 100: Breezewood Lane & Gillingham Road/Bergstrom Road ¹ <i>Roundabout Control</i>	Lanes->		1		1	1		1	1	1	1				
	AM	LOS	C		C	A		A	A	C	C			B	
		Delay	16.8		17.3	7.3		7.8	9.9	15.5	21.2			13.2	
		Queue	105'		120'	55'		65'	25'	75'	95'				
	PM	LOS	A		A	A		A	A	B	B			A	
		Delay	6.8		6.8	6.7		6.7	6.8	11.6	11.8			8.3	
		Queue	25'		30'	40'		45'	25'	75'	55'				
Node 200: CTH G & Green Valley Road/Bergstrom Road <i>Traffic Signal Control</i>	Lanes->		1	1	1	1	1	1	1	1	1	1			
	AM	LOS	B	B	A	A	A	C	D	C	B			C	
		Delay	16.4	16.3	8.4	5.9	6.9	34.4	45.8	33.8	16.5			23	
		Queue	85'	165'	25'	60'	110'	30'	145'	175'	45'				
	PM	LOS	B	B	A	A	A	C	D	C	C			B	
		Delay	12	11.7	4.1	3.5	3.7	34.1	45.6	31.7	22.4			17.5	
		Queue	25'	75'	45'	100'	100'	25'	125'	105'	90'				
Node 300: CTH G & Schultz Drive/Dixie Road <i>Traffic Signal Control</i>	Lanes->		1	1	1	1	1	1	1	1	1	1			
	AM	LOS	A	A	A	A	A	D	C	D	D			A	
		Delay	0.4	0.6	0.2	5.3	5.3	35.7	31.4	40.6	47.1			8.5	
		Queue	35'	140'	40'	40'	75'	85'	55'	25'	40'				
	PM	LOS	A	A	A	A	B	D	C	D	D			C	
		Delay	1.4	0.5	0.3	9.3	12	47.9	23.6	35.8	47.3			21	
		Queue	25'	70'	30'	35'	165'	145'	65'	25'	90'				

Delay is reported in seconds. Queue is the maximum of the 50th & 95th percentile queue, measured in feet.

¹Eastbound and Westbound at Node 100 are shared through/left and shared through/right lanes, shown as individual left and right turn lanes

Table 10

**Year 2034 Total Traffic (Scenario 1 + 2) Peak Hour Operating Conditions
With Proposed Geometrics and Roundabout Traffic Control**

Intersection	Peak Hour	Metric	Level of Service (LOS) per Movement by Approach												I/S LOS & Delay	
			Eastbound			Westbound			Northbound			Southbound				
			↗	→	↘	↙	←	↖	↖	↑	↗	↘	↓	↙		
Node 200: CTH G & Green Valley Road/Bergstrom Road Roundabout Control		Lanes->	1			1			1			1				
	AM	LOS	A			A			A			B			A 8	
		Delay	9.9			4.8			4.4			10.1				8
		Queue	60'			25'			25'			35'				55'
	PM	LOS	A			A			A			A			A 8.4	
		Delay	7.5			7.2			5.8			6.8				12.9
		Queue	25'			45'			35'			25'				90'
Node 300: CTH G & Schultz Drive/Dixie Road Roundabout Control		Lanes->	1		1	1			1			1				
	AM	LOS	A		A	A			A			A			A 6.9	
		Delay	7.7		4	6.4			8.9			5.4				
		Queue	60'		25'	30'			30'			25'				
	PM	LOS	A		A	B			A			A			A 8.4	
		Delay	5.2		3.8	10.7			9.5			8.6				
		Queue	25'		25'	75'			60'			25'				

Delay is reported in seconds. Queue is the maximum of the 50th & 95th percentile queue, measured in feet.



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

M E M O R A N D U M

DATE: February 7, 2024
TO: Mayor Lang and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: Industrial Drive Budget status.

At the Special Public Services and Safety Committee meeting of January 17, 2024, discussion was held regarding the installation of accessible pedestrian signal (APS) pushbuttons. Staff informed the Committee they would provide an update on the status of the budget carry forward from the Southpark Industrial Center project from 2017 (Acct No. 012-4519-742-0236). With the traffic signal work completed and, accounting for the approved purchase of APS pushbuttons for the Bell/Industrial intersection, there is \$81,456.35 remaining in that account. There are a number of options available to Council for use of these remaining funds.

1. Close the project. The remaining funds would become part of the Public Infrastructure Fund.
2. Provide APS push button systems at other signalized intersections. These have been or will be installed at 7 of the 19 signalized intersections by the end of the year. The amount remaining could fund 10 other locations and may come close to completing these installations at city-controlled signals.
3. Begin to replace the trail along Industrial Drive. This asphalt trail was constructed around 2002 and experienced cracking and settling very early in its life. The proposed work would replace this trail with concrete, similar to what was done in select areas along the Harrison Street trail in 2023. For the amount remaining in the budget, the section of trail from Bell Street to Commerce Court could be replaced. Alternatively, spot replacement of the most defective areas could be done throughout the industrial park trail network.
4. Purchase mastic to use for joint repairs on industrial park roads. The joints in the concrete pavement on Industrial Drive south of Castle Oak, along Discovery Drive, and on Progress Court are severely degraded. Mastic could be used to hold these joints until a reconstruction project can be scheduled. We used the same material on the northbound curb lane on Green Bay Road in 2021 and it has held up very well. A manageable quantity would cost about \$35,000.
5. Replace Streetlighting. An updated cost from We Energies has not been requested since 2022, but the account balance should be sufficient to replace the lighting from Bell Street to Enterprise Drive with LED fixtures and fiberglass poles. This was part of the work identified in the original scope of aesthetic improvements for this project, although at that point, the conversion was to extend from Bell to Castle Oak.

Staff requests direction on the use of these funds.



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

M E M O R A N D U M

DATE: February 21, 2024
TO: Mayor Lang and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: S. Commercial Street – Conveyance of Rights

As part of the right-of-way clearance on the S. Commercial Street project, utilities that were located on private property through easement or prescriptive rights must convey those rights to the City as the new property owner. The utilities for which we need this type of conveyance are We Energies, AT&T, Sprint and the City of Neenah (for sewer and water facilities). The attached conveyance is for the city utility easement located along the south side of Byrd Avenue.

Related to the conveyance is the temporary construction easement to allow construction activities to take place in that location and two other easement areas.

Staff requests that Council authorize the appropriate city official to sign the Conveyance of Rights in Land and the Temporary Construction Easement.

CONVEYANCE OF RIGHTS IN LAND

(Non-Fee Land Interests)

Exempt from-filing transfer form s.77.21(1) Wis. Stats.

Locals 04/2019 County Projects s 83.08 (1) Wis. Stats.

City of Neenah, a City with headquarters offices located at 211 Walnut Street, Neenah, WI 54956, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the County of Winnebago, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal roadway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Other persons having an interest in record in the property:
None

This space is reserved for recording data

Return to

Westwood Professional Services

Attn: Kim Lesperance

1 N Systems Dr

Appleton, WI 54914

Parcel Identification Number/Tax Key Number

See Exhibit A

Legal Description

See Exhibit A

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of _____)
) §
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Exhibit A

Parcel 8 as shown on sheet number 4.14 which is part of Right-of-Way plat for project No. 4993-01-00 being part of the Northeast 1/4 of the Southeast 1/4 of Section 33, Town 20 North, Range 17 East in the City of Neenah, Winnebago County, Wisconsin. Said Right-of-Way plat is filed at Winnebago County Clerks office at 112 Otter Avenue, Oshkosh, WI 54901.

(Tax ID: 80206340000)

TEMPORARY CONSTRUCTION EASEMENT

Wisconsin Department of Transportation
Locals 8/2018 County Projects s 83.08(1) Wis. Stats.

City of Neenah, a City with headquarters offices located at 211 Walnut Street, Neenah, WI 54956, Grantor, which has an interest in the lands described below, grants to the County of Winnebago, Grantee the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

Legal Description:

See Exhibit A

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. 4993-01-00 for which this instrument is given.

The Grantor has an easement or prescriptive right and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as Document numbers 431825, 256952, 252371 and 229940 in the Winnebago County Register of Deeds Office or exists by prescriptive rights as defined by Section 893.28 Wisconsin Statutes.

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of GRANTOR.

(Company Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

Exhibit A

Parcel 20 as shown on sheet number 4.13 which is part of Right-of-Way plat for project No. 4993-01-00 being part of CSM 2339, part of the Northwest 1/4 of the Southwest 1/4 of Section 34, Town 20 North, Range 17 East in the City of Neenah, Winnebago County, Wisconsin. Said Right-of-Way plat is filed at Winnebago County Clerks office at 112 Otter Avenue, Oshkosh, WI 54901.

(Tax ID: 80905870100)

Also:

Parcel 8 as shown on sheet number 4.14 which is part of Right-of-Way plat for project No. 4993-01-00 being part of the Northeast 1/4 of the Southeast 1/4 of Section 33, Town 20 North, Range 17 East in the City of Neenah, Winnebago County, Wisconsin. Said Right-of-Way plat is filed at Winnebago County Clerks office at 112 Otter Avenue, Oshkosh, WI 54901.

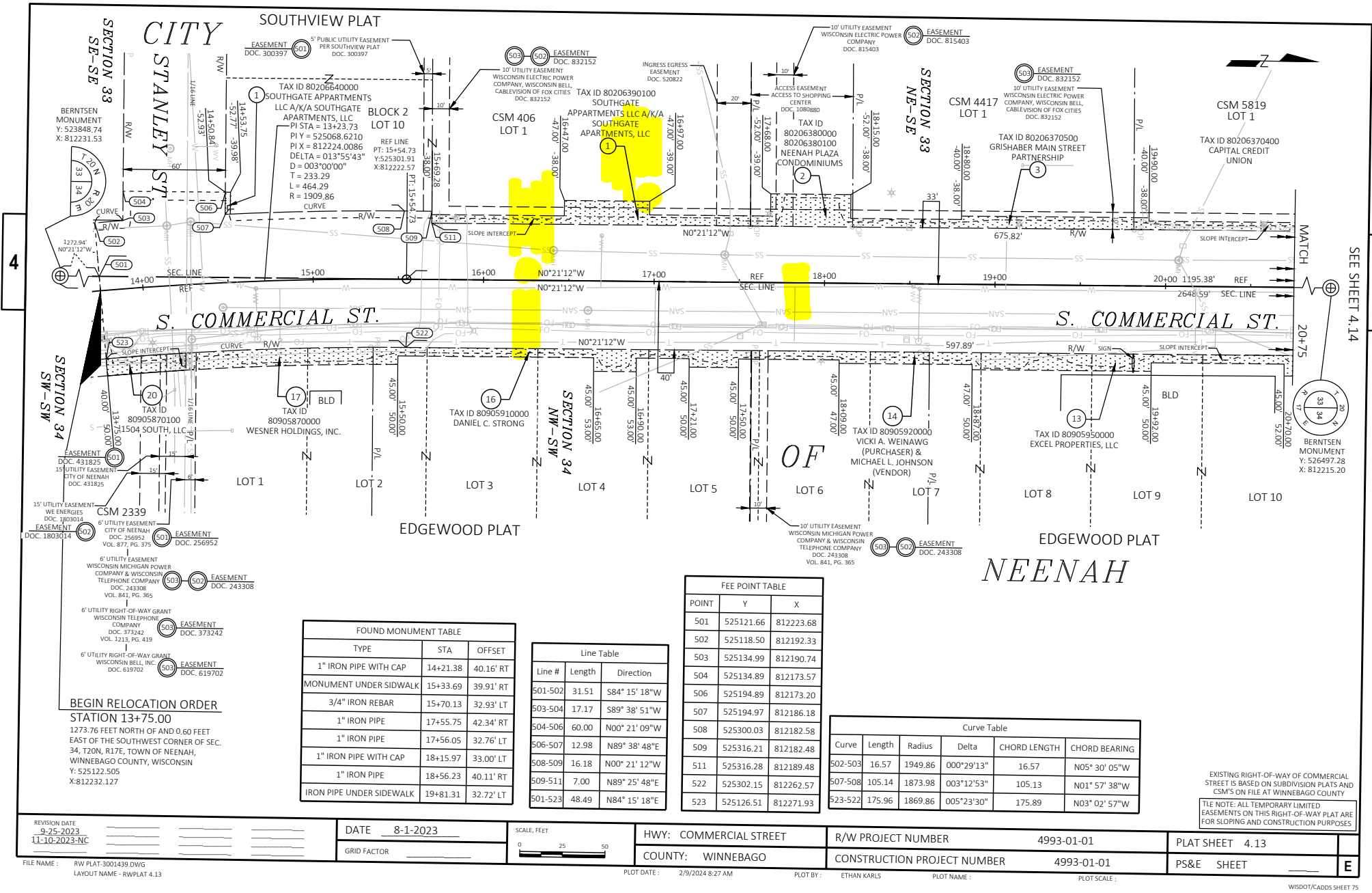
(Tax ID: 80206340000)

Also:

Parcel 56 as shown on sheet number 4.17 which is part of Right-of-Way plat for project No. 4993-01-00 being part of the Northwest 1/4 of the Northwest 1/4 of Section 34, Town 20 North, Range 17 East in the City of Neenah, Winnebago County, Wisconsin. Said Right-of-Way plat is filed at Winnebago County Clerks office at 112 Otter Avenue, Oshkosh, WI 54901.

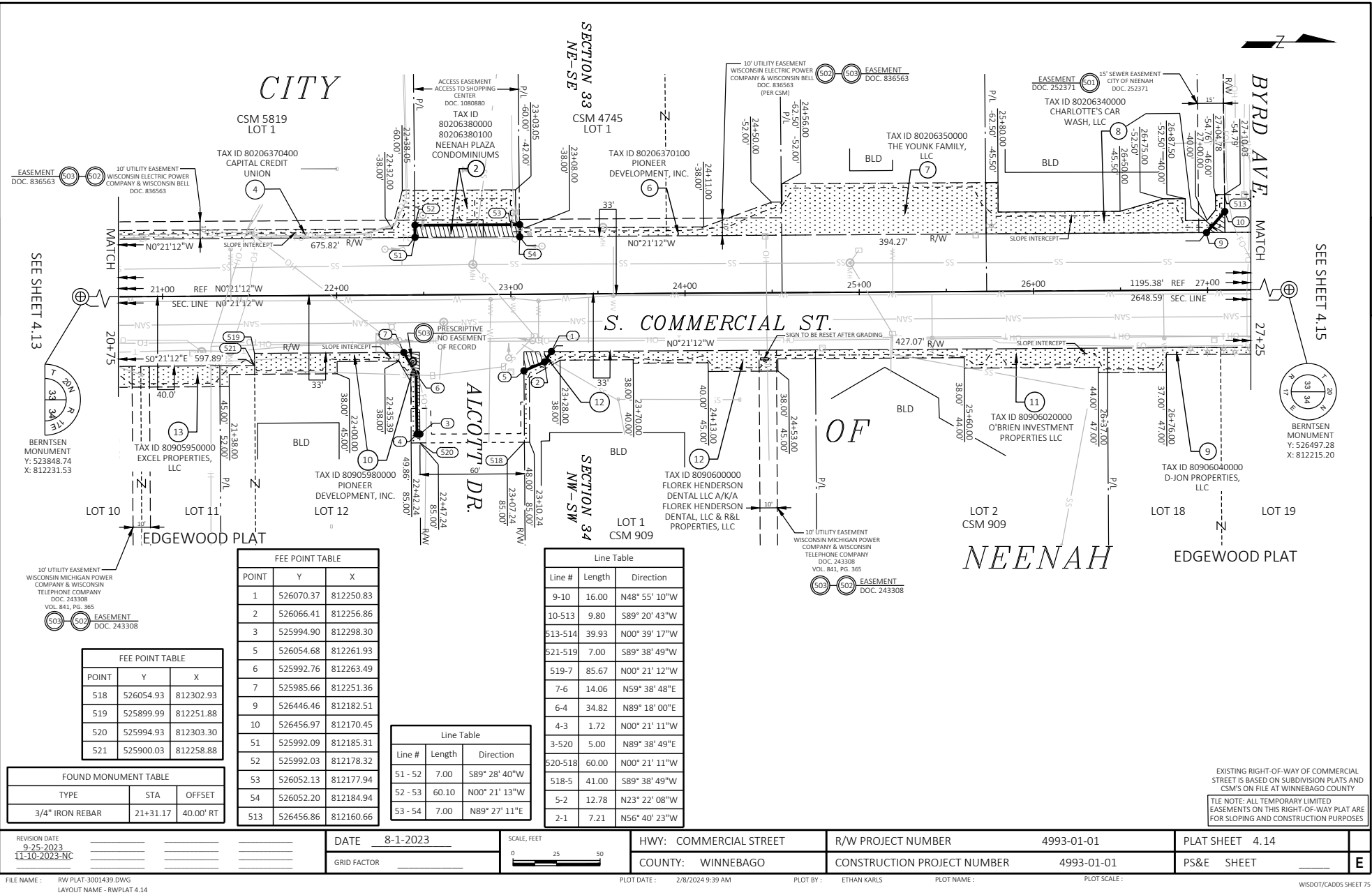
(Tax ID: 80903330000)

SCHEDULE OF LANDS AND INTERESTS REQUIRED			AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLE OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED. OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY.				
PARCEL NUMBER	SHEET NUMBER(S)	OWNER(S)	INTEREST REQUIRED	R/W AREA REQUIRED - SF			TLE SF
				NEW	EXISTING	TOTAL	REQUIRED
158	4.24	BRIGHT STAR PROPERTIES LLC	TLE	0	0	0	643
159	4.24	WINNEBAGO COMMUNITY CREDIT UNION	TLE	0	0	0	1264
161	4.24	BRIAN BERT & LOURDES BERT	TLE	0	0	0	608
162	4.23, 4.24	COMMERCIAL STREET PROPERTY, LLC	FEE, TLE	6	0	6	1607
163	4.23	KELLY M. POLSIN	TLE	0	0	0	358
164	4.23	MEHO, LLC	TLE	0	0	0	230
165	4.23	AKEY PROPERTY MANAGEMENT LLC	TLE	0	0	0	409
166	4.23	EPL INVESTMENTS, LLC	TLE	0	0	0	240
167	4.23	LAURYN SCHMUDLACH	TLE	0	0	0	442
168	4.23	ANDREW BOEHM	TLE	0	0	0	359
169	4.23	WILLIAM P. MOORE & BARBARA R. MOORE	TLE	0	0	0	316
171	4.23	KEVIN C. MESKO & RHONDA J. MESKO	TLE	0	0	0	702
172	4.23	TONI MUELLER	TLE	0	0	0	619
173	4.22, 4.23	MARIA H. VEESER	TLE	0	0	0	597
501	4.13, 4.14, 4.17	CITY OF NEENAH	RELEASE OF RIGHTS				
502	4.13, 4.14, 4.15, 4.16, 4.18, 4.19, 4.21, 4.22, 4.23	WE ENERGIES	RELEASE OF RIGHTS				
503	4.13, 4.14, 4.15, 4.16, 4.17, 4.19, 4.20, 4.21, 4.22, 4.23, 4.24	AT&T	RELEASE OF RIGHTS				
505	4.22, 4.23	SPRINT	RELEASE OF RIGHTS				



EXISTING RIGHT-OF-WAY OF COMMERCIAL STREET IS BASED ON SUBDIVISION PLATS AND CSM'S ON FILE AT WINNEBAGO COUNTY

THE NOTE: ALL TEMPORARY LIMITED EASEMENTS ON THIS RIGHT-OF-WAY PLAT ARE FOR SLOPING AND CONSTRUCTION PURPOSES



FEE POINT TABLE		
POINT	Y	X
1	526070.37	812250.83
2	526066.41	812256.86
3	525994.90	812298.30
5	526054.68	812261.93
6	525992.76	812263.49
7	525985.66	812251.36
9	526446.46	812182.51
10	526456.97	812170.45
51	525992.09	812185.31
52	525992.03	812178.32
53	526052.13	812177.94
54	526052.20	812184.94
513	526456.86	812160.66

Line Table		
Line #	Length	Direction
9-10	16.00	N48° 55' 10"W
10-513	9.80	S89° 20' 43"W
513-514	39.93	N00° 39' 17"W
521-519	7.00	S89° 38' 49"W
519-7	85.67	N00° 21' 12"W
7-6	14.06	N59° 38' 48"E
6-4	34.82	N89° 18' 00"E
4-3	1.72	N00° 21' 11"W
3-520	5.00	N89° 38' 49"E
520-518	60.00	N00° 21' 11"W
518-5	41.00	S89° 38' 49"W
5-2	12.78	N23° 22' 08"W
2-1	7.21	N56° 40' 23"W

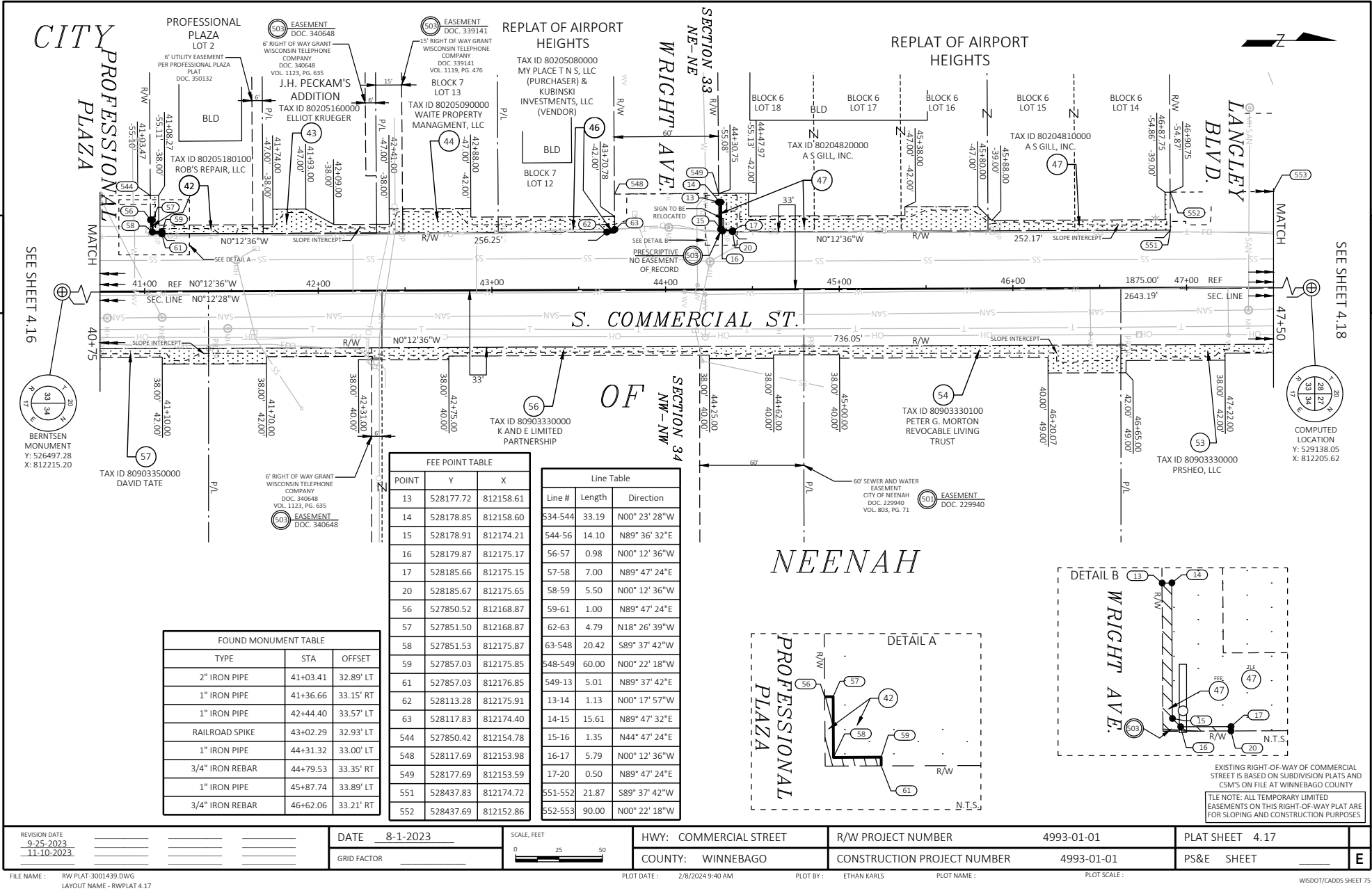
Line Table		
Line #	Length	Direction
51-52	7.00	S89° 28' 40"W
52-53	60.10	N00° 21' 13"W
53-54	7.00	N89° 27' 11"E

FOUND MONUMENT TABLE		
TYPE	STA	OFFSET
3/4" IRON REBAR	21+31.17	40.00' RT

EXISTING RIGHT-OF-WAY OF COMMERCIAL STREET IS BASED ON SUBDIVISION PLATS AND CSM'S ON FILE AT WINNEBAGO COUNTY

TITLE NOTE: ALL TEMPORARY LIMITED EASEMENTS ON THIS RIGHT-OF-WAY PLAT ARE FOR SLOPING AND CONSTRUCTION PURPOSES

REVISION DATE 9-25-2023 11-10-2023-NC	DATE 8-1-2023	SCALE, FEET 0 25 50	HWY: COMMERCIAL STREET	R/W PROJECT NUMBER 4993-01-01	PLAT SHEET 4.14
GRID FACTOR			COUNTY: WINNEBAGO	CONSTRUCTION PROJECT NUMBER 4993-01-01	PS&E SHEET





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

M E M O R A N D U M

DATE: February 21, 2024
TO: Mayor Lang and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: North Street Construction – Intergovernmental Cooperation Agreement

The City of Neenah and Village of Fox Crossing are working toward resurfacing North Street. The project entails reconstruction of the sanitary sewer, storm sewer, Neenah water main, and the street. Attached is an Intergovernmental Cooperation Agreement for this project. Neenah will design and administer the project and will bill Fox Crossing periodically based on actual costs.

The agreement approaches the project cost differently depending on the type of work. The detail is in Exhibit B of the agreement but generally follows this outline:

- Street: Bid items are assigned a cost share based on where the work is needed. It nets out to a 58% - 42% cost share.
- Sanitary Sewer: The City is replacing sanitary sewer but the Village is not. Lateral replacements will be done outside of this contract.
- Water main: The Village is replacing water main but the City is not.
- Storm Sewer: Cost share varies depending on the section of main being replaced and the drainage area served by that section of main.

The Village Board is reviewing this MOU at their meeting on Monday, February 26.

Staff recommends that Council authorize the appropriate city officials to sign the Intergovernmental Cooperation Agreement for the North Street Construction project.

NORTH STREET SEWER, WATER AND STREET CONSTRUCTION

INTERGOVERNMENTAL COOPERATION AGREEMENT VILLAGE OF FOX CROSSING AND CITY OF NEENAH

THIS AGREEMENT entered into under Wis. Stat., § 66.0301 between the Village of Fox Crossing, a Wisconsin Municipal Corporation, located in Winnebago County, State Wisconsin, hereafter called “Fox Crossing”; and the City of Neenah, a Wisconsin Municipal Corporation, located in Winnebago County, State of Wisconsin, hereafter called “Neenah”, collectively “municipalities”.

Recitals

WHEREAS, Fox Crossing and Neenah hereby agree to reconstruct North Street in 2024; and

WHEREAS, the North Street reconstruction will consist of road resurfacing with curb/gutter repairs and bituminous pavement (the “ROAD WORK”); and

WHEREAS, the north half of North Street is located within Fox Crossing and the south half is located within Neenah (see Exhibit A); and

WHEREAS, Fox Crossing and Neenah wish to take the opportunity of the Road Work to replace sanitary sewer, water and storm water facilities under the road (UTILITY WORK); and

WHEREAS, Fox Crossing and Neenah have negotiated an arrangement whereby Neenah will be responsible for planning, designing, and bidding the Work, and the parties will share costs of the Road Work and Utility Work as set forth below.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, and for other good and valuable consideration the receipt of which is acknowledged, the parties hereby agree as follows:

1. Neenah shall be solely responsible for contracting for the Road Work and Utility Work. This includes, but is not limited to, preparing all engineering plans necessary to design the Road Work and Utility Work, preparing all contract documents necessary to solicit bids, and bidding for the Road Work and Utility Work. The parties will share in the costs of these activities as set forth in Paragraph 4.
2. Fox Crossing shall review contract documents prior to bid solicitation.
3. Neenah shall be responsible for paying all contractors performing the Road Work and Utility Work. Neenah shall invoice Fox Crossing on a periodic basis for Fox Crossing’s share of the costs of the Road Work and Utility Work as set forth in Paragraph 4. The invoices shall only require payment for that portion of the Work in place at the time the invoice is submitted. Fox Crossing shall pay invoices within 30 days of their receipt.

4. The parties agree to share all costs in the following manner:
 - a. Design and Construction Services: The cost share for the Road Work and Utility Work shall be based on the locations in the respective municipality for the owner of the applicable facility as outlined in Exhibit B.
 - b. Curb & Gutter, Sidewalk and Apron installation costs shall accrue to the jurisdiction of the abutting lot.
 - c. Storm Sewer Lateral installation costs shall accrue to the jurisdiction of the lot being served.
 - d. Sanitary Sewer Lateral replacement is required for all properties served by the sanitary sewer main. Lateral replacement costs shall accrue to the jurisdiction of the lot being served.
 - e. Neenah shall review and recommend action on change orders related to the Road Work in consultation with Fox Crossing. The decision of Neenah shall be final. Neenah shall notify Fox Crossing of said actions.
 - f. Neenah shall review and recommend action on change orders related to the Utility Work in consultation with Fox Crossing. The decision of Neenah shall be final. Neenah shall notify Fox Crossing of said actions.
 - g. The parties agree that the final invoice submitted to Fox Crossing shall include an administrative charge equal to 10% of Fox Crossing's total cost share.
 - h. The parties agree that Fox Crossing will pay to Neenah a portion of the cost to replace the 24-inch storm sewer running from MHA-49 (located at the Denhart/North Street intersection) to Fox Crossing MHA-53 (located at the Plummer Avenue/North Street intersection). The Fox Crossing payment will be included in the invoicing for the North Street project. The amount shall be calculated using the cost share outlined in Exhibit B for the 24-inch Storm Sewer Main. With a storm sewer main length of 314 feet, this results in a Fox Crossing payment of approximately \$13,000.00:
5. To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, and their respective elected officials, officers, employees, insurers and agents from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, (together "Claim") arising out of or resulting from or in connection with the performance of the Work, provided that either party's obligation under this section applies only to the extent of its fault, negligence, or willful acts. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution that would otherwise exist.
6. Prior to starting the Work, Neenah shall obtain insurance from the contractor performing the Work as follows:

• Worker's Compensation: • Employer's Liability:	Statutory Limits <table border="0"> <tr> <td style="padding-left: 20px;">Bodily Injury By Accident</td> <td style="padding-left: 20px;">\$500,000 Each Accident</td> </tr> <tr> <td style="padding-left: 20px;">Bodily Injury By Disease</td> <td style="padding-left: 20px;">\$500,000 Policy Limit</td> </tr> </table>	Bodily Injury By Accident	\$500,000 Each Accident	Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Accident	\$500,000 Each Accident				
Bodily Injury By Disease	\$500,000 Policy Limit				

- | | |
|---|---------------------------|
| Bodily Injury By Disease | \$500,000 Each Employee |
| • Comprehensive Auto Liability | Each Occurrence \$500,000 |
| Comprehensive Auto Liability insurance required under this paragraph shall be written on an "any auto" or Symbol 1 basis. | |
| • Umbrella Coverage | \$2,000,000 |
| • Commercial General Liability | |
| Each Occurrence Limit | \$1,000,000 |
| Personal/Advertising Injury Limit | \$1,000,000 |
| Products/Completed Operations Aggregate Limit | \$2,000,000 |
| Per Project General Aggregate Limit | \$2,000,000 |

All insurance coverages shall be on a primary and non-contributing basis. In addition, a certificate of insurance shall be issued naming Neenah and Fox Crossing as additional insureds on the contractor's policy.

7. This Agreement represents the entire integrated agreement between the parties. This Agreement may only be amended by the written agreement of both parties

8. Notices under this agreement shall be sent to the following addressees:

If to the Village of Fox Crossing:
Village Clerk
Village of Fox Crossing
2000 Municipal Drive
Neenah, WI 54956

If to the City of Neenah:
City Clerk
City of Neenah
211 Walnut Street
Neenah, WI 54956

Dated this _____ of _____, 2024.

VILLAGE OF FOX CROSSING

By: _____
President

Attest: _____
Village Clerk

I hereby certify that the necessary funds have been provided to pay for the liability incurred by the Village of Fox Crossing on the within contract.

By: _____
Director of Finance

Approved as to form:

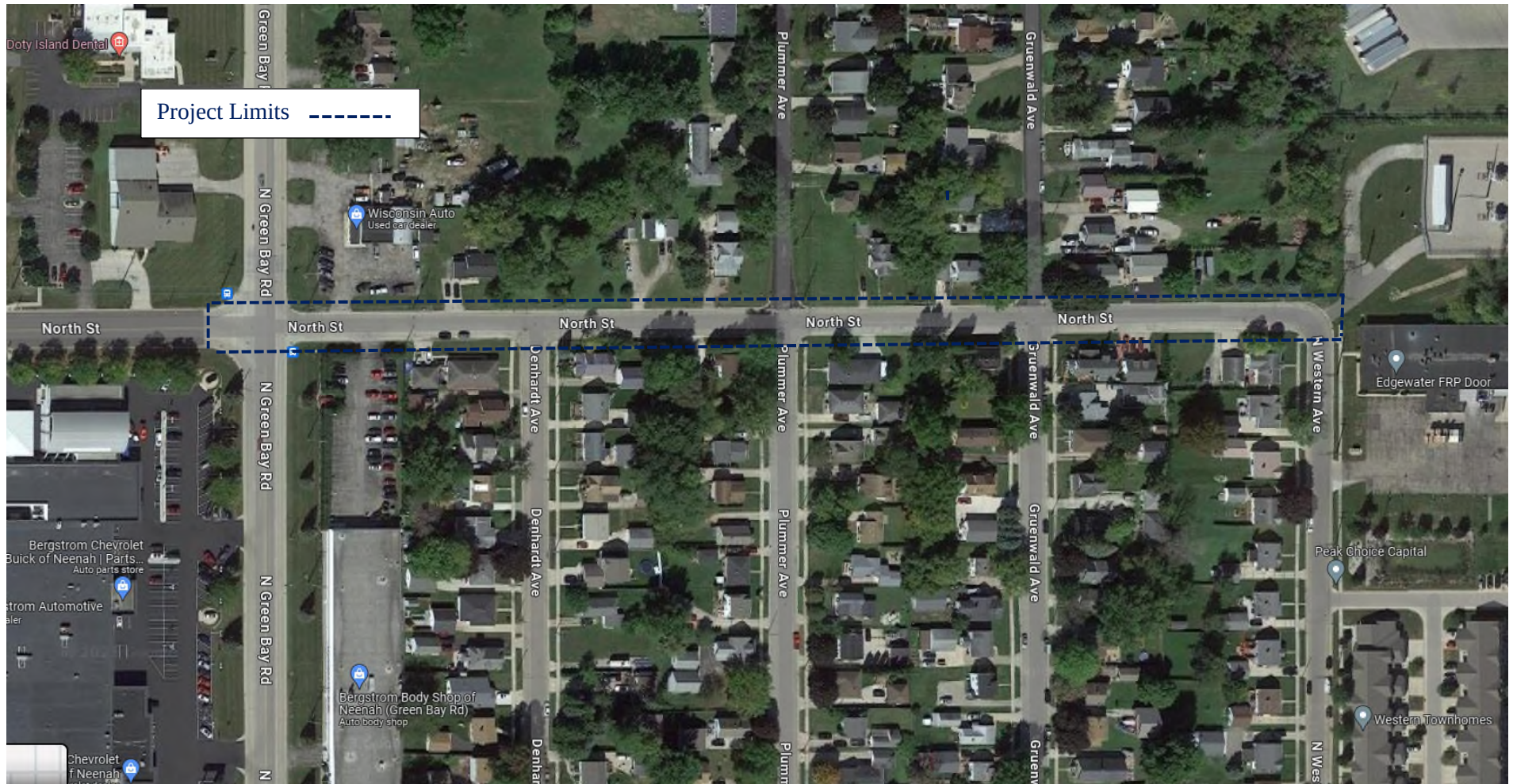
City Attorney

CITY OF NEENAH

By: _____
Mayor

Attest: _____
City Clerk

North Street Sewer, Water and Street Construction – Intergovernmental Agreement
Exhibit A



DESCRIPTION	Unit Price	Final Quantities		Cost Share				Quantity	
		Quantity	Total	Neenah Percentage	Fox Crossing	Neenah Costs	Fox Crossing	Neenah	Fox Crossing
Part 1 - North Street									
A. Sanitary Sewer									
1. Furnish and relay 10-inch PVC sanitary sewer	\$110.00	993 Lin. Ft.	\$109,230.00	100%	0%	\$109,230.00	\$0.00	993	0
2. Furnish and relay 8-inch PVC sanitary sewer	\$100.00	60 Lin. Ft.	\$6,000.00	100%	0%	\$6,000.00	\$0.00	60	0
3. Furnish and relay 6 inch sanitary	\$100.00	15 Lin. Ft.	\$1,500.00	100%	0%	\$1,500.00	\$0.00	15	0
4. Furnish and Install Standard manhole (4)	\$650.00	42.00 Ver. Ft.	\$27,300.00	100%	0%	\$27,300.00	\$0.00	42	0
5. Reconnect sanitary lateral to main	\$1,000.00	1.00 Each	\$1,000.00	100%	0%	\$1,000.00	\$0.00	1	0
6. Remove sanitary manhole	\$500.00	4 Each	\$2,000.00	100%	0%	\$2,000.00	\$0.00	4	0
7. Adjust sanitary manhole (with slurry backfill)	\$600.00	3 Each	\$1,800.00	33%	67%	\$600.00	\$1,200.00	1	2
8. Clean and Televisе Sewer (Sanitary only)	\$5,000.00	1.00 Lump Sum	\$5,000.00	100%	0%	\$5,000.00	\$0.00	1	0
Part 1.A. Sanitary Sewer Total			\$153,830.00	99%	1%	\$152,630.00	\$1,200.00		
B. Water Main									
1. Furnish & install 6-inch valve w/ box	\$5,000.00	1 Each	\$5,000.00	0%	100%	\$0.00	\$5,000.00	0	1
2. Furnish & install 8-inch valve w/ box	\$5,500.00	3 Each	\$16,500.00	0%	100%	\$0.00	\$16,500.00	0	3
3. Furnish & install 12-inch valve w/ box	\$10,000.00	2 Each	\$20,000.00	0%	100%	\$0.00	\$20,000.00	0	2
4. Furnish & install 1-inch PE water service in ROW	\$50.00	40 Lin. Ft.	\$2,000.00	0%	100%	\$0.00	\$2,000.00	0	40
5. Abandon Valve Box	\$300.00	6 Each	\$1,800.00	0%	100%	\$0.00	\$1,800.00	0	6
6. Replace 12" X 8" Cross and 12" Bends (Plummer Avenue)	\$15,000.00	1 Lump Sum	\$15,000.00	0%	100%	\$0.00	\$15,000.00	0	1
Part 1.B. Water Main Total			\$60,300.00	0%	100%	\$0.00	\$60,300.00		
C. Storm Sewer									
1. Furnish and relay 24-inch storm sewer	\$100.00	916 Lin. Ft.	\$91,600.00	89%	11%	\$81,300.00	\$10,076.00	813	103
2. Furnish and relay 21-inch storm sewer	\$90.00	50 Lin. Ft.	\$4,500.00	40%	60%	\$1,800.00	\$2,700.00	20	30
3. Furnish and relay 15-inch storm sewer	\$70.00	30 Lin. Ft.	\$2,100.00	100%	0%	\$2,100.00	\$0.00	30	0
4. Furnish and relay 12-inch storm sewer	\$65.00	240 Lin. Ft.	\$15,600.00	4%	96%	\$650.00	\$14,950.00	10	230
5. Furnish and relay 10-inch storm sewer	\$60.00	105 Lin. Ft.	\$6,300.00	71%	29%	\$4,500.00	\$1,800.00	75	30
6. Furnish and install storm manhole (5)	\$600.00	31.50 Ver. Ft.	\$18,900.00	88%	12%	\$16,590.00	\$2,310.00	27.65	3.85
7. Furnish and install catch basin	\$2,500.00	6 Each	\$15,000.00	0%	100%	\$0.00	\$15,000.00	0	6
8. Remove Storm Manhole	\$500.00	5 Each	\$2,500.00	80%	20%	\$2,000.00	\$500.00	4	1
9. Remove Storm catch basin	\$350.00	6 Each	\$2,100.00	0%	100%	\$0.00	\$2,100.00	0	6
10. Abandon Storm Manhole	\$500.00	2 Each	\$1,000.00	0%	100%	\$0.00	\$1,000.00	0	2
11. Adjust storm catch basin	\$500.00	4 Each	\$2,000.00	100%	0%	\$2,000.00	\$0.00	4	0
12. Install and Maintain Type "D" Inlet Protection	\$125.00	11 Each	\$1,375.00	45%	55%	\$625.00	\$750.00	5	6
13. Abandon existing storm sewer with grout	\$200.00	30 Cu. Yd.	\$6,000.00	0%	100%	\$0.00	\$6,000.00	0	30
14. Clean and Televisе Sewer (Storm only)	\$5,000.00	1.00 Lump Sum	\$5,000.00	71%	29%	\$3,550.00	\$1,450.00		
Part 1.C. Storm Sewer Total			\$173,975.00	66%	34%	\$115,115.00	\$58,636.00		
D. Street - HMA Resurface									
1. Remove existing pavement and maintain utility trench	\$2.00	2,500 Lin. Ft.	\$5,000.00	83%	17%	\$4,150.00	\$850.00	2075	425
2. Sawcut existing bituminous pavement	\$3.00	300 Lin. Ft.	\$900.00	50%	50%	\$450.00	\$450.00		
3. Remove existing bituminous pavement	\$2.00	5,020 Sq. Yd.	\$10,040.00	50%	50%	\$5,020.00	\$5,020.00		
4. Remove concrete curb and gutter	\$5.00	500.0 Lin. Ft.	\$2,500.00	60%	40%	\$1,500.00	\$1,000.00	300	200
5. Remove concrete sidewalk/driveway apron	\$2.00	600 Sq. Ft.	\$1,200.00	100%	0%	\$1,200.00	\$0.00	600	0
6. Remove concrete pavement	\$8.00	100 Sq. Yd.	\$800.00	66%	34%	\$528.00	\$272.00		
7. Unclassified Excavation	\$18.00	1,300 Cu. Yd.	\$23,400.00	67%	33%	\$15,678.00	\$7,722.00		
8. Furnish and install geogrid (Center & Bond)	\$3.00	2,500 Sq. Yd.	\$7,500.00	67%	33%	\$5,025.00	\$2,475.00		
9. Furnish and install crushed aggregate base	\$18.00	2,100 Ton	\$37,800.00	67%	33%	\$25,326.00	\$12,474.00		
10. Furnish and install 30-inch concrete curb and gutter (various locations)	\$70.00	500 Lin. Ft.	\$35,000.00	60%	40%	\$21,000.00	\$14,000.00	300	200
11. Furnish and install 6-inch concrete sidewalk/driveway apron	\$8.00	600.00 Sq. Ft.	\$4,800.00	100%	0%	\$4,800.00	\$0.00	600	0
12. Furnish and install 8-inch concrete pavement	\$90.00	100.00 Sq. Yd.	\$9,000.00	67%	33%	\$6,030.00	\$2,970.00	67	33
13. Fine grading and base preparation	\$4.00	5,020 Sq. Yd.	\$20,080.00	50%	50%	\$10,040.00	\$10,040.00		
14. Furnish and install HMA Pavement	\$85.00	1,120 Ton	\$95,200.00	50%	50%	\$47,600.00	\$47,600.00		
15. Furnish and install 1/2-inch rods	\$2.00	100 Lin. Ft.	\$200.00	50%	50%	\$100.00	\$100.00		
16. Install detectable warning fields (supplied by City)	\$75.00	2 Each	\$150.00	100%	0%	\$150.00	\$0.00		
17. Terracing, fertilize, seed & hydromulch	\$12.00	500 Sq. Yd.	\$6,000.00	50%	50%	\$3,000.00	\$3,000.00		
18. Install and Maintain Traffic Control	\$15,000.00	1.00 Lump Sum	\$15,000.00	50%	50%	\$7,500.00	\$7,500.00		
Part 1.D. Street Total			\$274,570.00	58%	42%	\$159,097.00	\$115,473.00		
Subtotal Part 1A, 1B, 1C, 1D			\$662,675.00	64%	36%	\$426,842.00	\$235,609.00		
10% Engineering/Administration							\$23,560.90		
GRAND TOTAL						\$426,842.00	\$259,169.90		



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

M E M O R A N D U M

DATE: February 23, 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): Storm and sanitary sewer work is complete and the pond is functioning. Stone work on the water feature is complete. Pumps were installed 11/15. We are awaiting the meter socket for the electric service. A number of punchlist items remain to be completed – retaining wall staining, overseeding along Harrison Street and trail grading. Trees that have not survived will be replaced in spring 2024.
- 2) Contract 1-23 (Chestnut, Burr, Dieckhoff, Laudan Utility and Street Construction): Utility work, curb/gutter installation and landscaping are complete. A binder course of asphalt has been paved. The top-coat of asphalt will be paved in spring 2024.
- 3) Contract 7-23 (High, River Utility and Street Construction): Utility work, curb/gutter repairs and landscaping are complete. A binder course of asphalt has been paved. The top-coat of asphalt will be paved in spring 2024.
- 4) Neenah Creek Bridge: Work is halted until spring. The remaining work is parapet staining, the east approach paving and trail repairs.
- 5) Contract 1-24 (Belmont Ct, Belmont Av, Cedar St, Stevens St- Utilities and Street): The contract was awarded to David Tenor Corp. He is tentatively scheduled to mobilize the week of March 4.
- 6) Contract 2-24 (E. Doty Av - Utilities and Street): Bids are scheduled for opening on 2/28/2024.
- 7) Contract 3-24 (Bayview Rd, Commercial St Water Crossings, Quarry Ln, Reed St - Utilities and Street): Bids are scheduled for opening on 2/28/2024.
- 8) Contract 4-24 (S. Park Avenue Easement – Utilities): Bids are scheduled for opening on 2/28/2024.
- 9) Contract 5-24 (North St - Utilities and Street): Bids are scheduled for opening on 3/13/2024.
- 10) Drop-off Center: The drop-off center is scheduled to open on March 1.