

**TOWN OF NEENAH TOWN BOARD**  
**Meeting Agenda**

**DATE:** Monday, August 23, 2021

**TIME:** 7:00 pm

**LOCATION:** 1600 Breezewood Lane

This meeting will also be offered virtually via ZOOM.

Meeting ID = 849 1487 2839 / Passcode = 475174 Phone Number: (312) 626-6799

Zoom Link: <https://us02web.zoom.us/j/84914872839?pwd=bWlqeXpSODJiQWJhb1lla0pyT2Z1dz09>

1. CALL TO ORDER TOWN BOARD
2. APPROVE MINUTES August 9, 2021 Town Board Meeting
3. PUBLIC FORUM
4. PUBLIC FORUM FOR RECOGNIZED MUNICIPAL AND COUNTY OFFICIALS
5. CORRESPONDENCES
  - a. Fire Department Treasurers Report as of July 31, 2021
  - b. Winnebago County Solid Waste Report – July 2021 Tonnage Report
6. DISCUSSION / ACTION
  - a. Approve Vouchers, Payroll and Bank Transactions August 23, 2021.
  - b. Approve Revised Agreement with McMahon Engineering for Topographic Survey work on Oakridge Road from CTH 'CB' east to the intersection of Oakridge Road and Green Bay Road. Revision to add City of Neenah portion, \$3,500.00 to be reimbursed by the City of Neenah.
  - c. Approve Agreement with McMahon for design work for Road and Stormwater Reconstruction of Larsen Road and Oakridge Road from Clayton Avenue east to Green Bay Road.
  - d. Discuss and possible action regarding Annexation Petition of 1480 Oakridge Road related to the road portions included in the annexation petition.
  - e. Update from Clerk's Office regarding email service provider.
7. FUTURE AGENDA TOPICS AND MEETINGS
  - a. Fire Department Business Meeting, Wednesday September 1, 2021, at 7:00 pm
  - b. Labor Day Holiday, Monday September 6, 2021, Office Closed
  - c. Joint Public Hearing with City of Neenah and Town of Neenah Sanitary District, Tuesday September 7, 2021, at 6:00 pm.
  - d. Parks and Trails Committee Meeting, Wednesday September 8, 2021, 6:00 pm at Mahler Park
  - e. Town of Neenah Budget Workshop Thursday September 9, 2021, 1:00 pm.
  - f. Next Town Board Meeting Monday September 13, 2021, at 7:00 pm.
8. OLD BUSINESS
9. NEW BUSINESS
10. ADJOURN

**Closed Session Contemplated: NO**

Ellen Skerke, Administrator-Clerk-Treasurer  
August 19, 2021

Upon request, reasonable auxiliary aids and services will be provided for disabled individuals. If accommodations are required, please provide adequate advance notice to Town Clerk at 725-0916. A quorum of other Town Commissions/Committees or Sanitary Commissions may attend, but no official action will be taken by them.

Notice was posted on August 19, 2021, Revised notice posted August 21, 2021 at [www.townofneenah.com](http://www.townofneenah.com), Town of Neenah Municipal Building, 1600 Breezewood Lane, and posting boards located at 714 Milkweed Ct, 1674 South Park Avenue and Oakridge Place

## TOWN OF NEENAH TOWN BOARD MEETING

August 9, 2021

Held at the Municipal Building, 1600 Breezewood Lane, Neenah WI

**Present in Person:** Chairman Robert Schmeichel, Supervisor Glenn Armstrong, Supervisor Brooke Cardoza, and Supervisor Thomas Wilde.

**Present via Zoom:** Supervisor James Weiss

**Also in Attendance in Person:** Don Nussbaum, Fire Chief Ed King, and Administrator-Clerk-Treasurer Ellen Skerke.

**In Attendance via Zoom:** Tom Rosenfeldt and Carrie Sturn.

Chairman R Schmeichel called the meeting to order at 7:00 pm. Pledge of Allegiance was recited.

### Approval of Minutes

**Motion:** G. Armstrong / B. Cardoza to approve July 26, 2021 meeting minutes.

Motion carried 5:0:0

### Public Forum

- None

### Public Forum for Recognized Municipal and County Officials

- County Board Supervisor Don Nussbaum spoke regarding the County Board size which is a topic for County Board action on August 17<sup>th</sup>. D. Nussbaum stated he was initially in favor of the reduction but is reconsidering, he may vote no, or he may ask to delay for time to gather more information.

### Correspondences

- Building Permit Report for July 2021

### Discussion/Action.

#### **Vouchers Payroll and Bank Transactions**

*Approve Vouchers, Payroll and Bank Transactions August 9, 2021.*

**Motion:** J. Weiss / B. Cardoza to approve.

Motion Carried 5:0:0.

#### **Resolution 2021-13 – In Opposition of Decreasing the Number of County Board Seats**

*Approve Resolution 2021-13 Resolution in Opposition of Decreasing the Number of County Board Seats.*

- R. Schmeichel summarized the County Public Hearing that was held that morning. Several people spoke in opposition, some in favor others asking for a delay. The timeline has been sped up due to the redistricting requirements set by the state and out of the County's control, however it forces a decision to be made without much opportunity to discuss and provide information.

**Motion:** G. Armstrong / T. Wilde to approve.

Motion Carried :5:0:0

#### **Operator's License**

*Approve Operator's license for Laxmi Bhattarai Baral.*

**Motion:** B. Cardoza / J. Weiss to approve.

Motion Carried 5:0:0.

### Quarterly Updates

#### *Quarterly Update from Facilities Superintendent Tom Rosenfeldt.*

- T. Rosenfeldt updated the Board on activity related to the Town Hall over the last few months.
- Issues with the holding tank and filling with ground water continue. We had the seal on the riser repaired but that has not resolved the problem. Great Lakes TV and Seal will be on site on Tuesday am to televise the line. He will stay on top of the issue
- Exterior doors were painted
- Security film on the windows is completed
- An Engineering Report was completed regarding the mechanical systems on the building. The first issue to resolve is the air exchanger in the Fire Station, it is not up to code. He will get estimates for the 2022 budget. The other items to consider related to HVAC are 3-5 years out for replacement.
- He is aware that the brush piles need to be addressed. We have an estimate to have Cowling Property Management take care of it, he has a price for rental of a chipper and would hire Fire Department personnel to manage, or we are reaching out to the City to see if they would chip if we pulled everything out to the parking lot.

#### *Quarterly Updated from Roads and Stormwater Superintendent Glenn Armstrong*

- G. Armstrong updated the Board on activity related to roads and stormwater over the last few months.
- Chip Seal is complete, the work went better this year than last year, equipment worked better.
- He is waiting for the County to complete the striping on Maple Lane, South Park Avenue and Radcliff Road.
- Acco Avenue reconstruction is on the schedule. He is working with the County and the two impacted businesses to ensure they have access.
- Reconstruction of Carey Court is scheduled for late August/early September.
- Stormwater, Looking at heights on Kappel Drive, Cheryl Ann, and Michel Avenue to improve drainage.
- Kappel and Cheryl Ann are on the plan for reconstruction in 2022
- Kappel is challenging to fix the drainage, there is a ditch that runs on private property that needs to be cleaned out to improve drainage.
- The County cleaned out an area of the Oakridge Road ditch near CTH CB.
- The majority of the drainage calls he receives is regarding water in the ditches. After a culvert permit is issued there is not enough follow up when the final landscaping goes in. We also have to consider how we enforce the drainage easements along the side and rear lot lines.

#### *Quarterly Update for Fire Chief Ed King*

- E. King updated the Board on activity related to the Fire Department over the last few months.
- Hired three new employees during the last quarter and have three more that will be recommended for hire soon. Current numbers of employees are 30 or 31.
- EMS took training on the use of Narcan, 8 of the 111 first Responders are trained and carrying Narcan.
- In 2021, the timing for payroll was modified to January and July payroll. 2022 will be a full year of payroll.
- Reviewed the statistic for the first half of 2021.

### **Fire Department UTV Upgrade**

*Proposal from Fire Department to upgrade the Department's UTV.*

- E. King summarized his memo regarding the need to upgrade their UTV to a more powerful unit. The Department will sell the existing unit and needs an additional \$5,000 to \$7,000 to purchase a new unit.
- Fire Department would like to do a low-key fundraiser targeting businesses that would not have received the previous request in the property tax bill, for example the businesses that lease rather than own the property.
- J. Weiss recommended that the Department get commitments from businesses for donations, determine the cost of a new unit and determine the sale price of the used one.

### **Planning**

#### *Schedule 2022 Budget Workshops*

Workshops for 2022 budget planning were scheduled as follows:

2022 Budget Workshop #1: Thursday September 9, 2021 at 1:00 pm

2022 Budget Workshop #2: Wednesday September 29, 2021 at 6:00 pm

2022 Budget Workshop #3: Tuesday October 19, 2021 at 4:00 pm

Public Hearing and Meeting of the Electors: Monday November 8, 2021 at 7:00 pm

#### *Schedule Municipal Ordinance Review Workshops*

E. Skerke reviewed the Ordinance Review process, it was decided to manage the initial review through email.

#### *Schedule next Storm Water Utility District Meeting*

The following tentative dates were selected, E. Skerke to confirm with N. Vande Hay of McMahon for availability. Thursday November 18<sup>th</sup> at 8:00 am or Thursday November 11<sup>th</sup> at 8:00 am.

### **Future Agenda Topics and Meetings**

- Town of Neenah Sanitary District #2 Meeting, Tuesday August 10, 2021, at 7:00 pm.
- Fire Department Picnic, Sunday August 22, 2021 from 10:00 am – 3:00 pm.
- Next Town Board Meeting Monday August 23, 2021, at 7:00 pm.

### **Unfinished Business**

- R. Schmeichel stated that the Brucks CUP that the Town Board addressed at the last Town Board meeting was approved at the County. When the request meets the criteria of Chapter 23, the County will approve. The Town denied but lost an opportunity to add conditions to the request.

### **New Business**

- None

### **Adjourn Meeting**

**Motion:** B. Cardoza / T. Wilde to adjourn

Motion carried. Meeting adjourned at 8:25 pm.

Respectfully submitted,



Ellen Skerke  
Administrator-Clerk-Treasurer

Approved: DRAFT – Pending Approval

# Voucher List Authorization - August 23, 2021

## Bank Transfer (Transaction List)

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Reason</u>
8/18/2021	Taxes Collect MM	General MM	\$ 105,015.27	August Tax Settlement - Town portion
8/18/2021	Taxes Collect MM	Storm MM	\$ 64,605.84	August Tax Settlement - Stormwater portion
8/18/2021	Taxes Collect MM	General MM	\$ 31,494.01	August Tax Settlement - Garbage / Recycle portion
8/18/2021	Taxes Collect MM	Checking	\$ 10,032.00	August Tax Settlement - San2 portion
8/24/2021	General MM	Checking	\$ 53,000.00	8-23-2021 Vouchers

## Check Details:

Accounts Payable:	\$ 52,732.02
Tax Settlement - San 2	\$ 10,032.00
Postage - newsletter	\$ 391.91

Payroll	Gross Payroll	\$	-
	Expense Reimburse	\$	-
	Net Payroll	\$	-

## Deposit Detail

<u>Date</u>	<u>Where</u>	<u>Amount</u>
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## Paid via Bank Transfer:

Nationwide:	\$	-
Wisconsin Retirement:	\$	-
Federal Tax/Medicare:	\$	-
State Taxes:	\$	-
Wisconsin Health Insurance	\$	-

## Account Balances as of May 25, 2021 - after requested transfers per this Voucher List

Checking	\$	9,293
General MM	\$	911,221
General CD	\$	400,000
Taxes Collected	\$	-
Impact Fee	\$	4,109
Tullar Rd Fund	\$	30,455
Storm Water	\$	715,029

\_\_\_\_\_ Schmeichel    \_\_\_\_\_ Armstrong    \_\_\_\_\_ Cardoza    \_\_\_\_\_ Weiss    \_\_\_\_\_ Wilde

Town of Neenah  
Check Detail  
August 23, 2021

Accounts Payable \$ 52,732.02

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill P...	08/23/20:	27253	Aberdean Cons...		11010-0 · Checking Accou...	
Bill	08/23/20:	58630		July monthly services	51420-4 · Office Expenses	-250.00
Bill	08/23/20:	59028		August 2021 monthly ser...	51420-4 · Office Expenses	-250.00
TOTAL						-500.00
Bill P...	08/23/20:	27254	City of Neenah	24540-0	11010-0 · Checking Accou...	
Bill	08/23/20:	38473		annual rental - 7 hydrants	52210-8 · Fire Dept. Hydrant	-2,100.00
TOTAL						-2,100.00
Bill P...	08/23/20:	27255	Cowling Proper...		11010-0 · Checking Accou...	
Bill	08/23/20:	3115		June services see attac...	55200-3 · Parks - Supplies &...	-3,755.11
Bill	08/23/20:	3168		July 2021 services - see ...	55200-3 · Parks - Supplies &...	-1,711.63
Bill	08/23/20:	3116		August 2021 Contract	55200-1 · Parks - Cowling Pr...	-6,500.00
TOTAL						-11,966.74
Bill P...	08/23/20:	27256	CR Fochs LLC		11010-0 · Checking Accou...	
Bill	08/23/20:	3601		Mahler Park - Security c...	55200-3 · Parks - Supplies &...	-1,387.00
Bill	08/23/20:	3615		Conservancy PArk - Sec...	55200-3 · Parks - Supplies &...	-670.00
				Conservancy Fountain - ...	6-55100 · SW - Conservancy...	-253.75
TOTAL						-2,310.75
Bill P...	08/23/20:	27257	Dempsey Law F...		11010-0 · Checking Accou...	
Bill	08/23/20:			Boundary Agreement	51300-0 · Legal Services	-3,979.00
TOTAL						-3,979.00
Bill P...	08/23/20:	27258	Harters Fox Vall...		11010-0 · Checking Accou...	
Bill	08/23/20:	0000...		13 trash cans for the thre...	55200-6 · Parks - Harter's - ...	-199.40
Bill	08/23/20:	0000...			53634-0 · Garbage Collectio...	-12,208.00
					53635-0 · Recycling	-3,830.40
TOTAL						-16,237.80
Bill P...	08/23/20:	27259	Lakeshore Clea...		11010-0 · Checking Accou...	
Bill	08/23/20:	40109		Spray cattails	6-55200 · SW - CTH "O" Po...	-1,094.00
Bill	08/23/20:	40094		Herbicide Prairie area 3....	6-55200 · SW - CTH "O" Po...	-1,125.00
Bill	08/23/20:	39935		herbicide prairie 2.5 acr...	6-55200 · SW - CTH "O" Po...	-875.00
TOTAL						-3,094.00
Bill P...	08/23/20:	27260	Lange Enterpris...		11010-0 · Checking Accou...	
Bill	08/23/20:	77285			52215-1 · 911 Signs - Expen...	-62.60
TOTAL						-62.60

**Town of Neenah**  
**Check Detail**  
August 23, 2021

Type	Date	Num	Name	Memo	Account	Paid Amount
<b>Bill P...</b>	<b>08/23/20:</b>	<b>27261</b>	<b>Marshland Tran...</b>		<b>11010-0 · Checking Accou...</b>	
Bill	08/23/20:	4059		CTH O Pond aquatic pla...	6-55200 · SW - CTH "O" Po...	-4,561.30
<b>TOTAL</b>						-4,561.30
<b>Bill P...</b>	<b>08/23/20:</b>	<b>27262</b>	<b>McMahon Asso...</b>		<b>11010-0 · Checking Accou...</b>	
Bill	08/23/20:	9234...		MS4 Program Updates	6-59200 · Stormwater - Engi...	-212.40
Bill	08/23/20:	0923...		Praire Seeding Manage... goose fencing supply an...	6-55200 · SW - CTH "O" Po... 6-55200 · SW - CTH "O" Po...	-893.05 -2,423.05
<b>TOTAL</b>						-3,528.50
<b>Bill P...</b>	<b>08/23/20:</b>	<b>27263</b>	<b>Suburban Wildl...</b>		<b>11010-0 · Checking Accou...</b>	
Bill	08/23/20:	6018			6-54100 · SW - Conservancy...	-250.00
<b>TOTAL</b>						-250.00
<b>Bill P...</b>	<b>08/23/20:</b>	<b>27264</b>	<b>United Paper C...</b>		<b>11010-0 · Checking Accou...</b>	
Bill	08/23/20:	U01...		hand soap for restrooms	55200-3 · Parks - Supplies &...	-104.17
<b>TOTAL</b>						-104.17
<b>Bill P...</b>	<b>08/23/20:</b>	<b>27265</b>	<b>WE Energies</b>		<b>11010-0 · Checking Accou...</b>	
Bill	08/23/20:			Mahler Park	55200-7 · Parks - WE Energi...	-46.18
				Conservancy Fountain	53420-0 · Street Lighting - Al...	-604.18
				Franzoi Park	55200-8 · Conservancy Park...	-70.62
					55200-7 · Parks - WE Energi...	-16.24
					51420-8 · MB Utilities	-142.92
<b>TOTAL</b>						-880.14
<b>Bill P...</b>	<b>08/23/20:</b>	<b>27266</b>	<b>Winnebago Cty...</b>		<b>11010-0 · Checking Accou...</b>	
Bill	08/23/20:	20196		EMBAS Software	52210-3 · Fire Dept Supplies...	-192.00
Bill	08/23/20:	20179		Mowing - 1st cut of the s... seal coat	53311-2 · Hwy Exp - Mainten... 53311-2 · Hwy Exp - Mainten...	-1,643.61 -627.95
<b>TOTAL</b>						-2,463.56
<b>Bill P...</b>	<b>08/23/20:</b>	<b>27267</b>	<b>Winnebago Liq...</b>	<b>51610-1</b>	<b>11010-0 · Checking Accou...</b>	
Bill	08/23/20:	10266		Keating Park	55200-5 · Parks - Winnebag...	-78.00
Bill	08/23/20:	61892		8/9/2021 pump	51610-1 · Maintenance & Op...	-75.00
<b>TOTAL</b>						-153.00
<b>Bill P...</b>	<b>08/23/20:</b>	<b>27268</b>	<b>Wisconsin DNR...</b>	<b>53440-4</b>	<b>11010-0 · Checking Accou...</b>	
Bill	08/23/20:	4711...			6-56500 · DNR Stormwater ...	-500.00
<b>TOTAL</b>						-500.00

11:46 AM

08/20/21

**Town of Neenah**  
**Check Detail**  
August 23, 2021

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
Bill P...	08/23/20:	27269	Wisconsin Medi...		11010-0 · Checking Accou...	
Bill	08/23/20:	0004...		Liquor license publication	51422-0 · Alcohol License E...	-40.46
TOTAL						-40.46



## Ellen Skerke - Town of Neenah

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**From:** Ben Hamblin <BHamblin@mcmgrp.com>  
**Sent:** Tuesday, August 17, 2021 3:05 PM  
**To:** Ellen Skerke - Town of Neenah ; Gerry Kaiser  
**Cc:** Doug Woelz  
**Subject:** revised topographical survey agreement - Oakridge Road  
**Attachments:** 2021.08.17 Oakridge Topo SF Agree.pdf; -2021 McM (Reimbursable Expenses Schedule).pdf; GTC (McM-2020).pdf

Ellen and Gerry,

Attached is a revised short form agreement for the topographical survey of Oakridge Road. The limits of the survey within the City were reduced, based on a conversation with Gerry. The description of the area to be surveyed is included in the agreement, along with a map.

Due to the reduction in survey area, the city's price for the survey has been reduced from \$4,742 to \$3,500.

The Town's work is almost complete.

Gerry, please "reply all" to let us know if the revised agreement is acceptable. If this is the case, the Town will need to re-sign this agreement. We will invoice the Town for the work within the City, and the Town can in turn invoice the City.

Should you have questions, do not hesitate to call or email. Thanks!

Sincerely,

**Ben Hamblin, PE**

Municipal and Civil Project Engineer  
920-751-4200 x221 (w)  
920-810-2468 (c)  
[bhamblin@mcmgrp.com](mailto:bhamblin@mcmgrp.com)

**McMAHON**  
ENGINEERS ARCHITECTS

*The McMAHON Way...Values. Culture. Relationships.*

1909-2021: Over a century of innovation and trust.

McMahon Associates  
1445 McMAHON DRIVE NEENAH, WI 54956  
[MCMGRP.COM](http://MCMGRP.COM)



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## AGREEMENT For PROFESSIONAL SERVICES

Town of Neenah  
Attn: Ellen Skerke, Administrator  
1600 Breezewood Lane  
Neenah, WI 54956

Date: August 17, 2021

McM. No. N0003 092100172.12

### PROJECT DESCRIPTION:

Topographic survey of the Oakridge right-of-way corridor, commencing at the CTH CB roundabout, and ending at the intersection of Oakridge Road and Green Bay Road. This survey is intended to be the first step in an overall design process to reconstruct this corridor, in preparation for the future Neenah High School. Because this process spans multiple municipalities, the work is divided as such to provide potential fee allocation. Topographic survey will end at the easterly end of the roundabout. It will also include additional work along Tullar Road, extending into the "Ogden Property" a sufficient distance to gather data for the future realignment of Tullar Road with the future road into the "North Grimes Property".

Work within the City limits is to occur as illustrated in the attached map. A 30' wide strip of land along the south pavement edge is to be surveyed for a future trail, from Green Bay Road to the west end of the concrete street pavement. A full topographical survey of the right of way is to occur from the end of the concrete street, west to the City municipal boundary.

Should adjoining municipalities choose not to participate, those portions of the proposed work and the associated fee can be stricken from this agreement.

### SCOPE OF SERVICES:

McMahon Associates, Inc. agrees to provide the following Scope of Services for this project:

- Topographic Survey
  - ▶ Research public records for survey control data.
  - ▶ Contact Diggers Hotline to field locate public utilities.
  - ▶ Establish horizontal and vertical control points throughout the project.
  - ▶ Prepare a topographical survey of the project area to locate visible site features such as: building structures together with first floor elevations, limits of pavement and gravel areas, driveways, retaining walls, curb & gutter, signs, fences, berms, landscaped areas, stand-alone trees of 2" caliper or larger, limits of wooded areas, culverts with invert elevations, drainage ditches/swales, sanitary and/or storm sewer manholes and inlets with rim & invert elevations, utility poles, light poles, pedestals and markings by Diggers Hotline.
    - ◆ Survey to include sufficient spot elevations to produce 1-foot contours.
  - ▶ Prepare an AutoCAD drawing of the topographical survey to be used as a base drawing to the Engineering Plans.

### Items not included in the Scope of Services:

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

- Right of Way retracements.
- Title/Easement searches.
- Private utility locates.

**SPECIAL TERMS:** (Refer Also To General Terms & Conditions - Attached)

The Scope of Services and fee is based upon the understanding that the Owner will provide the following:

- Owner to provide a single source contact with whom all communication is to occur.
- Owner to pay all review, permit, and recording fees.
- Owner to provide such legal, accounting financial and insurance counseling services as may be required for the project.

The Town of Neenah agrees that the Project Description, Scope of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon Associates, Inc.

**COMPENSATION:** (Does Not Include Permit Or Approval Fees)

McMahon Associates, Inc. agrees to provide the Scope of Services described above for the following compensation on a time and materials basis:

■ Topographic Survey of Oakridge Road CTH 'CB' Roundabout to City Municipal Boundary, & Tullar Road.....	\$5,416
■ <u>Topographic Survey of Oakridge Road in City .....</u>	<u>\$3,500</u>
<b>PROJECT TOTAL .....</b>	<b>\$10,158</b>

**COMPLETION SCHEDULE:**

McMahon Associates, Inc. agrees to complete this project as follows, contingent upon an executed agreement received no later than Friday, April 16, 2021:

- Authorize Project & Sign Contracts ..... Summer 2021
- Preliminary Investigations & Topographic Surveys ..... Summer 2021
- Finalize Office Work and Plan Sheets ..... Summer 2021

**ACCEPTANCE:**

The General Terms & Conditions And The Scope Of Services (Defined In The Above Agreement) Are Accepted, and McMahon Associates, Inc. Is Hereby Authorized To Proceed With The Services.

*The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.*

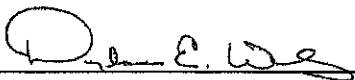
**TOWN OF NEENAH**  
**Winnebago County, Wisconsin**

By: \_\_\_\_\_  
(Authorized Signature)

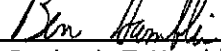
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**McMAHON ASSOCIATES, INC.**  
**Neenah, Wisconsin**

By:   
Douglas E. Woelz, PLS  
Associate / Professional Land Surveyor

Date: April 23, 2021

Project Manager:   
Benjamin T. Hamblin, P.E.  
Project Engineer

*Please Return One Copy For Our Records*  
Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956  
Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025  
PH 920-751-4200 ■ FX 920-751-4284 ■ WWW.MCMGRP.COM

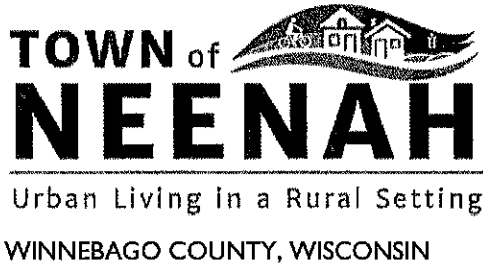


City Topographic Survey Area

# Proposal Agreement

## Oakridge Road CTH 'CB' Roundabout to East Town Limits

Prepared for the



AUGUST 23, 2021

McMAHON ASSOCIATES, INC.  
1445 McMAHON DRIVE NEENAH, WI 54956 Mailing: PO BOX 1025 NEENAH, WI 54957-1025 PH 920.751.4200 MCMGRP.COM  
McM. No. M0032-08-21-0001 /MRS:car

PROPOSAL AGREEMENT  
OAKRIDGE ROAD | CTH 'CB' ROUNDABOUT TO EAST TOWN LIMITS  
PREPARED FOR THE  
TOWN OF NEENAH

PREPARED BY  
McMAHON ASSOCIATES, INC. | NEENAH, WI

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# McMAHON

ENGINEERS ARCHITECTS

August 23, 2021

Town of Neenah  
Attn: Ellen Skerke, Town Administrator-Clerk-Treasurer  
1600 Breezewood Lane  
Neenah, WI 54956

Re: Proposal Agreement for Professional Engineering Services  
Oakridge Road | CTH 'CB' Roundabout to East Town Limits  
McM. No. M0032-08-21-00001

Dear Ellen:

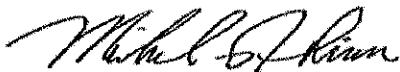
McMahon Associates, Inc. is pleased to submit our Proposal Agreement for Professional Engineering Services for the Design of Oakridge Road from the CTH 'CB' Roundabout to the East Town Limits.

This Proposal Agreement includes our Statement of Understanding, Scope of Services, Items Not Included in the Scope of Services, Responsibilities of the Town of Neenah, Project Schedule, and Compensation.

We appreciate the opportunity to present this Proposal Agreement to the Town of Neenah and look forward to continuing our work with you on these projects. Please feel free to contact me with any questions you may have.

Respectfully,

McMahon Associates, Inc.



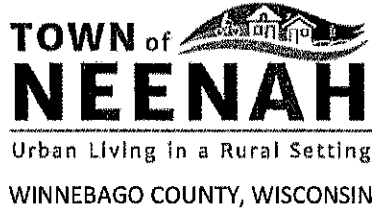
Michael R. Simon, P.E.  
Associate / Senior Transportation Project Manager

MRS:car

Enclosure: Proposal Agreement for Professional Engineering Services  
Project Location Map

## Oakridge Road CTH 'CB' Roundabout to East Town Limits

Prepared for the



AUGUST 23, 2021

McM. No. M0032-08-21-00001

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### STATEMENT OF UNDERSTANDING

The Neenah Joint School District recently purchased a 225-acre property within the Town of Neenah between CTH 'II' and Larsen Road and is in the process of constructing a new high school at this location. The existing Oakridge Road corridor consists of narrow travel lanes and shoulders as well as steep roadside ditches. This facility does not meet the design standards needed to safely accommodate current traffic. The additional traffic generated by the school will further reduce traffic operating and safety conditions of the facility. The Traffic Impact Analysis (TIA) for the new school indicates that the Larsen Road / Oakridge Road corridor will be a primary travel corridor for traffic traveling to and from the school. All bussing is anticipated to occur on Larsen Road as well.

The proposed project is the reconstruction and widening of Oakridge Road from the CTH 'CB' roundabout to the East Town Line, plus the construction of a new 10-foot wide shared use path. The total project length is 0.61-miles. The proposed roadway will consist of a combination of rural and urban roadway sections with a combination of storm sewer and roadside ditches. A single lane roundabout is proposed for the intersection with Tullar Road. The new trail will be extended around the CTH 'CB' roundabout.

The project will address the significant change in local traffic patterns and the safety issues anticipated to result from the construction of the new high school. Before knowledge of the new high school, ECWRPC had already identified the need for bicycle and pedestrian facilities throughout the entire Larsen Road corridor from STH '76' to Green Bay Road. The construction of a 10-foot wide paved shared use path will not only improve safety for all users, it will also encourage a modal shift by reducing the number of vehicles on the road. This will improve traffic flow of the road as more students will be able to safely walk



and bike to school on a separate shared trail. The construction of the multimodal trail will not only link area communities to the new school and the existing business districts, the connection to the CTH 'CB' trail also will link them to the other communities within the Fox Valley area. The CTH 'CB' trail was constructed to serve as the back-bone trail for an area wide network.

As part of a separate Agreement, McMahon Associates, inc. (McMAHON) is assisting the Town with federal funding applications through Wisconsin Department of Transportations (WisDOT) STP-Urban program. This Proposal Agreement is for the preparation of the roadway plans and right-of-way plat plus the additional services that will be required if the Town is successful in obtaining funding.

## **SCOPE OF SERVICES**

Based on the Statement of Understanding, McMAHON offers the following Scope of Services for this project.

### **DESIGN SERVICES**

**RIGHT-OF-WAY SURVEY** – A preliminary topographic survey was previously performed for this project. This Proposal includes supplementing the previous topographic survey with the information needed for the right-of-way plat.

- Conduct a field survey to locate existing right-of-way monumentation and section corner monuments.
- Horizontal and vertical control points will be re-established. Final benchmarks and horizontal control points will be set prior to final plan completion. Benchmarks will be established relative to NAVD 1988 Datum and horizontal control will be oriented to the Wisconsin State Plane Central Zone coordinate system.

**RIGHT-OF-WAY PLAT** – A Traditional Right-of-Way Plat will be prepared for the acquisition needed for this project.

- A total of 29 parcels exists along the project corridor. A Temporary Limited Easement (TLE) is anticipated for each abutting parcel within the project limits for construction and grading activities. Fee acquisition is anticipated from 18 parcels to maintain a minimum right-of-way width of 80-feet (40-feet each side of centerline). No Permanent Limited Easements (PLEs) are anticipated at this time.
- Prepare the right-of-way plat in general conformance with WisDOT's Facility Development Manual. The plat will identify properties adjacent to the project where right-of-way interests are being acquired by easement or fee acquisition.
- Prepare the relocation orders.
- Prepare easement descriptions for parcels of land being acquired for TLE's.
- Prepare warranty deeds and mortgage releases for parcels with fee acquisition.
- Prepare utility release documents for recorded utility easements located within fee acquisition areas if required.
- Stake the proposed right-of-way markers once temporarily with a wooden lath for easement/right-of-way acquisition negotiations.
- File right-of-way plat and relocation order with Winnebago County Clerk's Office.

- Title reports and 60-year title searches will be required. McMAHON will solicit proposals from area title companies on behalf of the Town. The selected firm will contract directly with the Town.

#### WETLAND DELINEATION SERVICES

- Conduct field work to define the wetland boundaries within the parcels specified above in accordance with the Wisconsin DNR and Army Corps of Engineers' (USACE) guidelines, 1987 Corps of Engineers Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: North Central and Northeast Region, January 2012, and mark same.
- Complete a report that will include the methods, results and map showing the extent of wetlands and submit to the client and Wisconsin DNR.
- Complete necessary permits with Wisconsin DNR and USACE.

#### STORM SEWER DESIGN & STORMWATER MANAGEMENT

- The existing rural road will be reconstructed into an urban section with curb and gutter, storm sewer, and a 10-foot paved trail. Included in this section is a realignment of Tullar Road (Rock Edge Lane to north of Oakridge Road). This section meets the Wisconsin DNR definition of Highway Reconstruction site. Peak discharge and infiltration post-construction performance standards are exempt for a Highway Reconstruction site. It is anticipated that a regional stormwater pond being designed by McMAHON and the Town of Neenah near Tullar Road and Rock Ledge Lane will treat stormwater runoff in this section from Oakridge Lane to Tullar Road. The regional pond is not included in this Scope of Services, as the pond is being designed through a separate contract. It is anticipated that on-site stormwater management practices such as catch basin sumps or biofilters will be designed east of and along Tullar Road. Storm sewer and on-site stormwater management practices will be designed in this section.
- It is assumed that wetland impacts will be less than 10,000 square feet.
- Per Wisconsin DNR and Winnebago County maps, the project appears to be located more than 300-feet from a navigable stream so a Winnebago County conditional Use Permit is not required.
- Attend one project kick-off meeting with project stakeholders.
- Stormwater Management Concept
  - ▶ Provide one concept drawing of stormwater management practices that satisfy regulatory requirements.
  - ▶ Prepare an opinion of probable cost for the concept.
  - ▶ Attend one in-person meeting with the project stakeholders to review the stormwater concept.
- Stormwater Management and Erosion Control Design
  - ▶ Identify additional soil borings and geotechnical investigation for potential stormwater facilities, if needed.
  - ▶ Design stormwater devices to meet appropriate Wisconsin DNR Technical Standards.
  - ▶ Prepare a landscape plan for proposed stormwater facilities.
  - ▶ Prepare an Erosion Control Plan with narrative conforming to local, Winnebago County, and Wisconsin DNR requirements. Perform sediment calculations for the 5 tons/acre/year discharge limit.
  - ▶ Incorporate stormwater design plans into the construction plan set.

- ▶ Prepare a Stormwater Management Plan report conforming to Town of Neenah, Winnebago County, and Wisconsin DNR requirements.
- ▶ Prepare an Operation & Maintenance (O&M) Plan report for the stormwater devices.
- ▶ Prepare Special Provisions for the stormwater facilities as part of the Specifications.
- Storm Sewer Design
  - ▶ Utilize topographic survey, county contour maps, and available plans to delineate drainage areas for that discharge into the project area.
  - ▶ Using rational methodology, prepare a storm sewer design. per WisDOT guidance, a 10-year storm event will be completed, including overland flow paths.
  - ▶ Develop a TR-55 methodology Hydrologic & Hydraulic (H&H) stormwater model to provide a 25-year storm event secondary check of the storm sewer design as required by WisDOT storm sewer design requirements.
  - ▶ Perform inlet capacity calculations.
  - ▶ Design driveway culverts and cross culverts in accordance with WisDOT requirements.
  - ▶ Review impacts of the proposed design at storm sewer and grass swale outfall locations.
  - ▶ Analyze sanitary sewer and water main conflicts as needed.
  - ▶ Provide an opinion of probable cost for the proposed storm sewer and culverts.
  - ▶ Incorporate the storm sewer design into the construction plan set.
  - ▶ Summarize storm sewer design per WisDOT requirements and WisDOT worksheets.
- Permitting
  - ▶ Prepare and submit a Wisconsin DNR Construction Site Stormwater Runoff Notice of Intent Permit and supporting documents.
  - ▶ Prepare and submit a Wisconsin DNR Chapter 30 Wetland General Permit application and supporting documents, if needed.
  - ▶ Prepare and submit a Wisconsin DNR Chapter 30 Storm Sewer Outfall General Permit application and supporting documents, if necessary.
  - ▶ Prepare and submit a Winnebago County Erosion Control Permit and supporting documents.
  - ▶ Prepare and submit a WisDOT Drainage Design Summary worksheet for portions of the project that discharge to WisDOT right-of-way.

CONSTRUCTION PLANS – Prepare road plans to WisDOT and Town standards. The plans will be prepared in accordance with the WisDOT Facilities Development Manual requirements and will include the following:

- Title Sheet
- Construction Plans
  - ▶ Title Sheet
  - ▶ Typical Section Sheet & General Notes
  - ▶ Miscellaneous Construction Details as Required
  - ▶ Traffic Control Plan
  - ▶ Storm Sewer Plan & Profile Sheets
  - ▶ Erosion Control Plan
  - ▶ Miscellaneous Quantity Sheets
  - ▶ Plan & Profile Sheets
  - ▶ Standard Detail Drawings

- ▶ Cross-Sections
- ▶ Right-of-Way Plat
- ▶ Intersection Details
- ▶ Stormwater Management Plan
- ▶ Earthwork Data Sheet

OPINION OF PROBABLE COSTS (OPC) – An OPC will be prepared based on similar projects in the Fox Cities area.

UTILITY COORDINATION – Submit plans to utilities at 60% and 90% completion so the utilities can plan for their necessary adjustments.

## **ADDITIONAL SERVICES REQUIRED PER FEDERAL FUNDING**

If the Town is successful in obtaining federal funding through the STP-Urban program, the following additional services will be required:

### **ENVIRONMENTAL SERVICES & AGENCY COORDINATION**

An environmental document is required for the project. It is anticipated that a Categorical Exclusion (CE) document will be required for the project. Key elements of the environmental process include the following:

#### ■ PHASE 1 HAZMAT ASSESSMENT

An abbreviated Phase 1 Hazardous Materials Assessment will be conducted for properties abutting the project. This assessment will evaluate the potential for the presence of contamination within lands that may be acquired by the Town for trail right-of-way.

The abbreviated Phase 1 Hazardous Materials Assessment will include a records search, site reconnaissance along the project corridor, and an e-mail report.

Hazardous materials assessments beyond the abbreviated Phase 1 Hazardous Materials Assessment are not included in the Scope of Services. Additional hazardous materials assessments are typically required if evidence of contamination is found or suspected during the Phase 1 Hazardous Materials Assessment. If phase 2, 2.5, 3 or 4 investigations are found to be necessary, McMAHON will provide the additional services as part of a separate contract.

#### ■ SECTION 106

Phase I archaeology and architectural history surveys will be required for the project. McMAHON will solicit a separate proposal for these services on behalf of the Town. The Town will contract separately with the selected firms for these services.

McMAHON will prepare all Section 106 documents and submittals to SHPO based on the results of the Phase I surveys.

- Section 4(f) and 6(f)
  - ▶ Section 4(f) and 6(f) documentation is not currently anticipated and not included with this contract/proposal. If the results of the Section 106 process determines a Section 4(f) and 6(f) analysis is required it will be considered an additional service and a separate proposal will be provided.
- Notification and coordination with Native American Tribes.
- Endangered Species review to be coordinated with the Fish and Wildlife Service and the Wisconsin DNR.

#### WisDOT DESIGN REPORTS

- The WisDOT requires the preparation of a series of reports as part of the design process. These reports need to be completed in accordance with the WisDOT Facilities Development Manual (FDM). The reports McMAHON will prepare include the following:
  - ▶ Design Study Report
  - ▶ Pavement Type Selection Report with Life Cycle Cost Analysis
    - ◆ A geotechnical investigation will be required for the pavement design. McMAHON will solicit proposals on behalf of the Town from area firms to provide this service. The selected firm will contract directly with the Town.
  - ▶ Traffic Management Plan
  - ▶ Bicycle/Pedestrian Memorandum
  - ▶ Request for Exceptions to Design Standards
  - ▶ Encroachment Report
  - ▶ A traffic forecast request for the project will be submitted to the East Central Wisconsin Regional Planning Commission. East Central will prepare the traffic forecast and coordinate the results with WisDOT.
  - ▶ Final Estimate Documentation and Estimator Report
  - ▶ Intersection Control Evaluation (ICE) for conversion of Tullar Road intersection from an at-grade intersection to a roundabout.
- WisDOT Plans, Specifications & Estimates (PS&E)
 

McMAHON will prepare and submit to the WisDOT the required plans, specifications and estimates for review and approval. Required exhibits include the following:

  - ▶ Final Engineering Estimate & Documentation
  - ▶ Plan Letter
  - ▶ Sample Proposal
  - ▶ Utilities Status Report
  - ▶ Contract Time Analysis
  - ▶ Special Provisions
  - ▶ Certificate of Right-of-Way
  - ▶ Recommendation to the Governor
  - ▶ Final Construction Plans

The road plans and PS&E for the project will be designed and prepared in accordance with the version of the WisDOT FDM, which is current at the submittal date of this proposal Agreement. Any additional services that may be required, due to changes in this Manual that may occur after the submittal date, will be provided in accordance with the current Fee Schedule.

- Post Advertisement Activities
  - ▶ Answer inquiries from contractors.
  - ▶ Preparation of addenda, if required.
  - ▶ Attend Pre-Construction meeting.

## **ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES**

The following are not included in the Scope of Services for this project. It is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services:

- Updates to Town maps.
- Permit application fees, recording fees and other review/approving agency fees.
- Archaeological and historical investigations.
- Soil borings, soil test pits, slope stability, geotechnical, groundwater, and environmental site investigations. If determined to be necessary during the design process, McMAHON will solicit proposals on the behalf of the Town. The Town will contract separately for these services.
- FEMA submittals or approvals, including CLOMR and LOMR.
- Private utility locates.
- Resetting of property corner stakes disturbed by construction for intersecting property lines with the right-of-way. This work will be considered an additional service.
- 60-year title searches.
- Right-of-way acquisition services and appraisals.
- Monumentation of the right-of-way plat to be performed by separate Agreement upon construction activities being completed for this project.
- 100-year backwater/floodplain analysis.
- Design of offsite stormwater best management practices.
- Stormwater Management Plan reports and O&M Plan reports for offsite stormwater best management practices.
- Meetings in addition to those identified in the Scope of Services (virtual or in-person).
- Bidding or construction administration services.
- Other services not specifically identified in this proposal.

## RESPONSIBILITIES OF THE TOWN OF NEENAH

The Scope of Services and fee is based upon the understanding that the Town of Neenah will provide the following:

- Payment of permit application fees, recording fees, and other agency/review fees.
- A single contact person or representative to attend meetings and respond to questions.
- Permission to access properties for site investigations and survey.
- Owner shall provide all available storm conveyance system information in the project study area watershed including plans, culverts, storm sewers and other information.
- Contract separately with a WisDOT certified right-of-way acquisition negotiator and appraiser.
- Contract separately with a geotechnical consultant.
- Contract separately with an archaeology and architectural history consultant.
- Contract separately with the title company.

## PROJECT SCHEDULE

The design schedule will be dependent on whether or not federal funding is obtained for the project. If STP-Urban funding is obtained, the project will not be constructed until 2025 or 2026. If the roadway is constructed with local funds, the project is anticipated to be constructed in 2023 to coincide with the planned opening of the high school. McMAHON is prepared to meet either construction timeline. A formal design schedule will be provided once the funding source for the project has been determined.

**COMPENSATION**

McMAHON proposes to provide the Scope of Services identified in this Proposal Agreement for the following Time & Expense fees:

**DESIGN SERVICES FOR ROAD PLANS & RIGHT-OF-WAY PLAT**

■ Preliminary Road Plans.....	\$30,000
■ Final Road Plans.....	\$68,000
■ Right-of-Way Survey.....	\$4,000
■ Right-of-Way Plat .....	\$29,000
■ Temporary Staking of Easement Acquisition Areas .....	\$4,000
■ Project Management.....	\$9,000
■ Stormwater Management Concepts.....	\$2,500
■ Stormwater Management & Erosion Control Design.....	\$6,000
■ Storm Sewer Analysis; Hydrologic & Hydraulic Modeling.....	\$7,500
■ Wetland Delineation & Report.....	\$1,700
■ Permitting (DNR and USACE).....	\$4,000
Sub-Total .....	\$165,700
■ Utility Coordination .....	\$3,500
■ Meetings (PIM, PPW, Design, Construction, Property Owners, Etc.).....	\$9,000
Sub-Total .....	\$12,500

**DESIGN SERVICES PLANS & PLAT ..... \$178,200**

**ADDITIONAL DESIGN SERVICES FOR STP-URBAN FUNDING**

■ Environmental Document .....	*\$30,000
■ Phase I Hazmat .....	\$2,500
■ WisDOT Design Reports.....	*\$29,000
■ WisDOT PS&E .....	*\$20,000
■ Intersection Control Evaluation (Tullar Road).....	\$9,500

**ADDITIONAL DESIGN SERVICES FOR STP-URBAN FUNDING..... \*\$91,000**

\*NOTE: If Oakridge Road and Larsen Road are bid as a single WisDOT project, these costs can be omitted as they are already included in the Larsen Road Proposal. The total additional services for Oakridge Road if combined with Larsen Road would be reduced from \$91,000 to \$12,000.

All services will be provided on a time and expense basis in accordance with the Fee Schedule and Reimbursable Expenses Schedule in effect at the time services are provided. Copies of the current schedules are attached for reference. The estimated costs included in the table above are based on all services being completed by July 1, 2023.

All services will be provided in accordance with McMahan Associates, Inc. General Terms & Conditions, dated March 19, 2020, which are incorporated into this Proposal Agreement by reference.



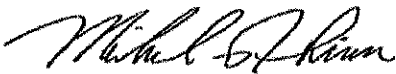
The Town of Neenah agrees that the Statement of Understanding, Scope of Services and Compensation sections contained in this Proposal Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the acceptance of this Proposal Agreement, without the expressed written consent of the McMahon Group of Companies.

**ACCEPTANCE**

Owner:  
TOWN OF NEENAH  
Winnebago County, Wisconsin

Engineer:  
McMAHON ASSOCIATES, INC.  
Neenah, Wisconsin


\_\_\_\_\_  
Signature (Authorized Representative)

  
\_\_\_\_\_  
Michael R. Simon, P.E.  
Associate / Sr Transportation Project Manager

Date: \_\_\_\_\_

Date: August 23, 2021

Witness:  
  
\_\_\_\_\_  
Signature/Date

  
\_\_\_\_\_  
Benjamin T. Hamblin, P.E.  
Municipal & Civil Engineer



## McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
6. McMAHON will maintain insurance coverage in the following amounts:
 

Worker's Compensation.....	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate.....	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury .....	\$1,000,000
Property Damage .....	\$1,000,000
Professional Liability Coverage .....	\$2,000,000

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.

7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.



## FEE SCHEDULE | 2021

McMahon Associates, Inc.

Effective: 01/01/2021

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

NEENAH, WISCONSIN  
CORPORATE HEADQUARTERS

Street Address:  
1445 McMAHON DRIVE  
NEENAH, WI 54956

Mailing Address:  
P.O. BOX 1025  
NEENAH, WI 54957-1025

Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM  
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD  
MACHESNEY PARK, IL 61115  
Ph 815.636.9590 | Fax 815.636.9591

Email: MCMAHON@MCMGRP.NET  
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2  
VALPARAISO, IN 46385  
Ph 219.462.7743 | Fax 219.464.8248  
Email: MCM@MCMGRP-IN.COM  
Web: WWW.MCMGRP.COM

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$177.00 - \$228.00
Senior Project Manager	\$177.00
Project Manager	\$124.00 - \$164.00
Senior Engineer	\$156.00 - \$164.00
Engineer	\$84.00 - \$148.00
Senior Engineering Technician	\$113.00 - \$125.00
Engineering Technician	\$79.00 - \$103.00
Senior Architect	\$150.00 - \$168.00
Architect	\$117.00 - \$140.00
Senior Land Surveyor	\$113.00 - \$147.00
Professional Administrator Services	\$116.00
Public Management Specialist	\$113.00 - \$123.00
Public Safety Specialist	\$113.00 - \$123.00
Building Inspector Specialist	\$113.00
Land Surveyor	\$104.00
K-12 Administrative Specialist	\$106.00
Land Surveyor Technician	\$72.00 - \$93.00
Surveyor Apprentice	\$59.00
Senior Account Executive	\$59.00
Erosion Control Technician	\$79.00
Senior Hydrogeologist	\$177.00
Senior Ecologist	\$169.00
Environmental Scientist	\$84.00 - \$96.00
Senior G.I.S. Analyst	\$142.00
G.I.S. Analyst	\$86.00 - \$96.00
Wetland Delineator	\$96.00
Senior Designer	\$122.00
Designer	\$78.00 - \$104.00
Senior On-Site Project Representative	\$105.00
On-Site Project Representative	\$70.00 - \$88.00
Plan Review	\$124.00
Certified Grant Specialist	\$126.00
Graphic Designer	\$93.00
Senior Administrative Assistant	\$90.00
Administrative Assistant	\$71.00
Intern	\$38.00 - \$58.00
Professional Witness Services	\$323.00
Administrator Services	\$80.00



# REIMBURSABLE EXPENSES SCHEDULE | 2021

McMahon Associates, Inc.

Effective: 01/01/2021

DESCRIPTION	RATE
<b>REIMBURSABLE EXPENSES:</b>	
Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,500.00

<b>REIMBURSABLE UNITS:</b>	
Photocopy Charges - Black & White	\$0.08/Image
Photocopy Charges - Color / 8½" x 11"	\$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.65/Mile
Mileage - Truck/Van	\$0.85/Mile
All-Terrain Vehicle	\$60.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Global Positioning System (GPS) Mobilization	\$100.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.45/Each
Survey Lath	\$0.65/Each
Survey Paint	\$4.50/Can
Survey Ribbon	\$2.50/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.00/Each
Survey Rebars - 5/8"	\$2.50/Each
Survey Iron Pipe - 1"	\$3.00/Each
Survey Plastic or Fiberglass Fence Post - 1"	\$2.75/Each
Survey Steel Fence Post - 1"	\$4.25/Each
Control Spikes	\$1.75/Each

Services subcontracted will be billed to the Owner at invoice cost plus 12%.

Use of special equipment, such as computers, television and sewer cleaning devices, soil density testers, flow meters, samplers, dippers, etc., will be charged to the project per the standard Equipment Rate Schedule, which is available upon request.

**NEENAH, WISCONSIN  
CORPORATE HEADQUARTERS**

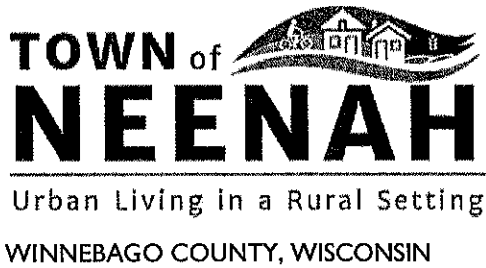
Street Address:  
1445 McMAHON DRIVE  
NEENAH, WI 54956  
Mailing Address:  
P.O. BOX 1025  
NEENAH, WI 54957-1025  
Ph 920.751.4200 | Fax 920.751.4284  
Email: MCM@MCMGRP.COM  
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD  
MACHESNEY PARK, IL 61115  
Ph 815.636.9590 | Fax 815.636.9591  
Email: MCMAHON@MCMGRP.NET  
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2  
VALPARAISO, IN 46385  
Ph 219.462.7743 | Fax 219.464.8248  
Email: MCM@MCMGRP-IN.COM  
Web: WWW.MCMGRP.COM

Larsen Road  
Clayton Avenue to CTH 'CB'

Prepared for the



AUGUST 23, 2021

**McMAHON**  
ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE NEENAH, WI 54956 Mailing: PO BOX 1025 NEENAH, WI 54957-1025 PH 920.751.4200 MCMGRP.COM

McM. No. M0032-08-21-0001 /MRS:car

PROPOSAL AGREEMENT  
LARSEN ROAD | CLAYTON AVENUE TO CTH 'CB'  
PREPARED FOR THE  
TOWN OF NEENAH

PREPARED BY  
McMAHON ASSOCIATES, INC. | NEENAH, WI

## Table of Contents

LETTER OF TRANSMITTAL  
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Items Not Included in the Scope of Services  
Responsibilities of the Town of Neenah  
Project Schedule  
Additional Services  
Compensation



August 23, 2021

Town of Neenah  
Attn: Ellen Skerke, Town Administrator-Clerk-Treasurer  
1600 Breezewood Lane  
Neenah, WI 54956

Re: Proposal Agreement for Professional Engineering Services  
Larsen Road | Clayton Avenue to CTH 'CB'  
McM. No. M0032-08-21-00001

Dear Ellen:

McMahon Associates, Inc. is pleased to submit our Proposal Agreement for Professional Engineering Services for the Design of Larsen Road from Clayton Avenue to the CTH 'CB' roundabout.

This Proposal Agreement includes our Statement of Understanding, Scope of Services, Items Not Included in the Scope of Services, Responsibilities of the Town of Neenah, Project Schedule, and Compensation.

We appreciate the opportunity to present this Proposal Agreement to the Town of Neenah and look forward to continuing our work with you on these projects. Please feel free to contact me with any questions you may have.

Respectfully,

McMahon Associates, Inc.

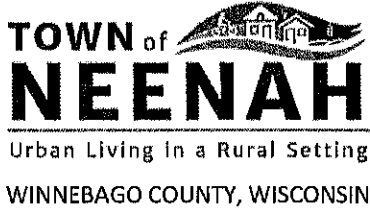
Michael R. Simon, P.E.  
Associate / Senior Transportation Project Manager

MRS:car

Enclosure: Proposal Agreement for Professional Engineering Services  
Project Location Map

Larsen Road  
Clayton Avenue to CTH 'CB'

Prepared for the



AUGUST 23, 2021  
McM. No. M0032-08-21-00001

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## STATEMENT OF UNDERSTANDING

The Neenah Joint School District recently purchased a 225-acre property within the Town of Neenah between CTH 'II' and Larsen Road and is in the process of constructing a new high school at this location. The existing Larsen Road corridor consists of narrow travel lanes and shoulders as well as steep roadside ditches. This facility does not meet the design standards needed to safely accommodate current traffic. The additional traffic generated by the school will further reduce traffic operating and safety conditions of the facility. The Traffic Impact Analysis (TIA) for the new school indicates that Larsen Road / Oakridge Road corridor will be a primary travel corridor for traffic traveling to and from the school. All bussing is anticipated to occur on Larsen Road as well.

The proposed project is the reconstruction and widening of Larsen Road from Clayton Avenue to CTH 'CB', plus the construction of a new 10-foot wide shared use path. The total project length = 0.80 miles. The proposed roadway will consist of a combination of rural and urban roadway sections with a combination of storm sewer and roadside ditches. Turn lanes will be added at intersection of Clayton Avenue. Turn lanes will also be added at the new school entrance intersection on Larsen Road. Traffic signals will be included as part of the project at the new school entrance.

The project will address the significant change in local traffic patterns and the safety issues anticipated to result from the construction of the new high school. Before knowledge of the new high school, ECWRPC had already identified the need for bicycle and pedestrian facilities throughout the entire Larsen Road corridor from STH '76' to Green Bay Road. The construction of a 10-foot wide paved shared use path will not only improve safety for all users, it will also encourage a modal shift by reducing the number of



vehicles on the road. This will improve traffic flow of the road as more students will be able to safely walk and bike to school on a separate shared trail. The construction of the multimodal trail will not only link area communities to the new school and the existing business districts, the connection to the CTH 'CB' trail also will link them to the other communities within the Fox Valley area. The CTH 'CB' trail was constructed to serve as the back-bone trail for an area wide network.

As part of a separate Agreement, McMahon Associates, inc. (McMAHON) is assisting the Town with federal funding applications through Wisconsin Department of Transportation (WisDOT) STP-Urban program. This Proposal Agreement is for the preparation of the roadway plans and right-of-way plat plus the additional services that will be required if the Town is successful in obtaining funding.

## **SCOPE OF SERVICES**

Based on the Statement of Understanding, McMAHON offers the following Scope of Services for this project.

### **DESIGN SERVICES**

**RIGHT-OF-WAY SURVEY** – A preliminary topographic survey was previously performed for this project. This Proposal includes supplementing the previous topographic survey with the information needed for the right-of-way plat.

- Conduct a field survey to locate existing right-of-way monumentation and section corner monuments.
- Horizontal and vertical control points will be re-established. Final benchmarks and horizontal control points will be set prior to final plan completion. Benchmarks will be established relative to NAVD 1988 Datum and horizontal control will be oriented to the Wisconsin State Plane Central Zone coordinate system.

**RIGHT-OF-WAY PLAT** – A Traditional Right-of-Way Plat will be prepared for the acquisition needed for this project.

- There are 24 total parcels. A Temporary Limited Easement (TLE) is anticipated for each abutting parcel within the project limits for construction and grading activities. Fee acquisition is anticipated from 11 parcels to maintain a minimum right-of-way width of 80-feet (40-feet each side of centerline). No Permanent Limited Easements (PLEs) are anticipated at this time.
- Prepare right-of-way plat in general conformance with WisDOT's Facility Development Manual. The plat will show properties adjacent to the project where right-of-way interests are being acquired by easement or fee acquisition.
- Prepare relocation order.
- Prepare easement descriptions for parcels of land being acquired for TLE's.
- Prepare warranty deeds and mortgage releases for parcels with fee acquisition.
- Prepare utility release documents for recorded utility easements located within fee acquisition areas if required.
- Stake right-of-way markers once temporarily with a wooden lath for easement/right-of-way acquisition negotiations.

- File right-of-way plat and relocation order with Winnebago County Clerk's Office.
- Title reports and 60-year title searches will be required. McMAHON will solicit proposals from area title companies on behalf of the Town. The solicited firm will contract directly with the Town.

#### WETLAND DELINEATION SERVICES

- Conduct field work to define the wetland boundaries within the parcels specified above in accordance with the Wisconsin DNR and U.S. Army Corps of Engineers' (USACE) guidelines, 1987 Corps of Engineers Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: North Central and Northeast Region, January 2012, and mark same.
- Complete a report that will include the methods, results and map showing the extent of wetlands and submit to the client and Wisconsin DNR.
- Complete necessary permits required by Wisconsin DNR and USACE.

#### STORM SEWER DESIGN & STORMWATER MANAGEMENT

- It is assumed that grass swales will remain as the primary conveyance and water quality method for stormwater runoff, but storm sewer will be designed to help reduce steep slopes off the side of the road as well as improve drainage for the swales. Urban street design is anticipated at intersections and other isolated locations. Per Wisconsin Admin. Code NR 151.249, transportation projects with grass swales are exempt from peak discharge, water quality, and infiltration post-construction standards. It is anticipated that storm sewer and grass swales will be designed in this section.
- It is assumed that wetland impacts will be greater than 10,000 square feet.
- Per Wisconsin DNR and Winnebago County maps, the project appears to be located less than 300-feet from a navigable stream so a Winnebago County conditional Use Permit is required.
- Attend one project kick-off meeting with project stakeholders.
- Stormwater Management Concept
  - ▶ Provide one concept drawing of stormwater management practices that satisfy regulatory requirements.
  - ▶ Prepare an opinion of probable cost for the concept.
  - ▶ Attend one in-person meeting with the project stakeholders to review the stormwater concept.
- Stormwater Management and Erosion Control Design
  - ▶ Identify additional soil borings and geotechnical investigation for potential stormwater facilities, if needed.
  - ▶ Design stormwater devices in urban areas to meet appropriate Wisconsin DNR Technical Standards.
  - ▶ Prepare a landscape plan for proposed stormwater facilities.
  - ▶ Prepare an Erosion Control Plan with narrative conforming to Town of Neenah, Winnebago County, and Wisconsin DNR requirements. Perform sediment calculations for the 5 tons/acre/year discharge limit.
  - ▶ Incorporate stormwater design plans into the construction plan set.
  - ▶ Prepare a Stormwater Management Plan report conforming to local, Winnebago County, and Wisconsin DNR requirements.
  - ▶ Prepare an Operation & Maintenance (O&M) Plan report for the stormwater devices.
  - ▶ Prepare Special Provisions for the stormwater facilities as part of the Specifications.

- Storm Sewer Design
  - ▶ Utilize topographic survey, county contour maps, and available plans to delineate drainage areas that discharge into the project area, including overland flow paths.
  - ▶ Using rational methodology, prepare a storm sewer design. per WisDOT guidance, a 10-year storm event will be completed.
  - ▶ Develop a TR-55 methodology Hydrologic & Hydraulic (H&H) stormwater model to provide a 25-year storm event secondary check of the storm sewer design as required by WisDOT storm sewer design requirements.
  - ▶ Perform inlet capacity calculations.
  - ▶ Design driveway culverts and cross culverts in accordance with WisDOT requirements.
  - ▶ Review impacts of the proposed design at storm sewer and grass swale outfall locations.
  - ▶ Provide an opinion of probable cost for the proposed storm sewer and culverts.
  - ▶ Incorporate the storm sewer design into the construction plan set.
  - ▶ Summarize storm sewer design per WisDOT requirements and WisDOT worksheets.
- Permitting
  - ▶ Prepare and submit a Wisconsin DNR Construction Site Stormwater Runoff Notice of Intent Permit and supporting documents.
  - ▶ Prepare and submit a Wisconsin DNR Chapter 30 Wetland General Permit application and supporting documents, if needed.
  - ▶ Prepare and submit a Wisconsin DNR Chapter 30 Storm Sewer Outfall General Permit application and supporting documents, if necessary.
  - ▶ Prepare and submit a Winnebago County Erosion Control Permit and supporting documents.
  - ▶ Prepare and submit a WisDOT Drainage Design Summary worksheet for portions of the project that discharge to WisDOT right-of-way.

CONSTRUCTION PLANS – Prepare road plans to WisDOT and Town standards. The plans will be prepared in accordance with the WisDOT Facilities Development Manual requirements and will include the following:

- Title Sheet
- Construction Plans
  - ▶ Title Sheet
  - ▶ Typical Section Sheet & General Notes
  - ▶ Miscellaneous Construction Details as Required
  - ▶ Traffic Control Plan
  - ▶ Storm Sewer Plan & Profile Sheets
  - ▶ Erosion Control Plan
  - ▶ Miscellaneous Quantity Sheets
  - ▶ Plan & Profile Sheets
  - ▶ Standard Detail Drawings
  - ▶ Cross-Sections
  - ▶ Right-of-Way Plat
  - ▶ Intersection Details
  - ▶ Traffic Signal Plans

- ▶ Stormwater Management Plan
- ▶ Earthwork Data Sheet

OPINION OF PROBABLE COSTS (OPC) – An OPC will be prepared based on similar projects in the Fox Cities area.

UTILITY COORDINATION – Submit plans to utilities at 60% and 90% completion so the utilities can plan for their necessary adjustments.

## **ADDITIONAL SERVICES REQUIRED PER FEDERAL FUNDING**

If the Town is successful in obtaining federal funding through the STP-Urban program, the following additional services will be required:

### **ENVIRONMENTAL SERVICES & AGENCY COORDINATION**

An environmental document is required for the project. It is anticipated that a Categorical Exclusion (CE) document will be required for the project. Key elements of the environmental process include the following:

#### ■ PHASE 1 HAZMAT ASSESSMENT

An abbreviated Phase 1 Hazardous Materials Assessment will be conducted for properties abutting the project. This assessment will evaluate the potential for the presence of contamination within lands that may be acquired by the Town for trail right-of-way.

The abbreviated Phase 1 Hazardous Materials Assessment will include a records search, site reconnaissance along the project corridor, and an e-mail report.

Hazardous materials assessments beyond the abbreviated Phase 1 Hazardous Materials Assessment are not included in the Scope of Services. Additional hazardous materials assessments are typically required if evidence of contamination is found or suspected during the Phase 1 Hazardous Materials Assessment. If phase 2, 2.5, 3 or 4 investigations are found to be necessary, McMAHON will provide the additional services as part of a separate contract.

#### ■ SECTION 106

Phase I archaeology and architectural history surveys will be required for the project. McMAHON will solicit a separate proposal for these services on behalf of the Town. The Town will contract separately with the selected firms for these services.

McMAHON will prepare all Section 106 documents and submittals to SHPO based on the results of the Phase I surveys.

- Section 4(f) and 6(f)
  - ▶ Section 4(f) and 6(f) documentation is not currently anticipated and not included with this contract/proposal. If the results of the Section 106 process determines a Section 4(f) and 6(f) analysis is required it will be considered an additional service and a separate proposal will be provided.
- Notification and coordination with Native American Tribes.
- Endangered Species review to be coordinated with the Fish and Wildlife Service and the Wisconsin DNR.

#### WisDOT DESIGN REPORTS

- The WisDOT requires the preparation of a series of reports as part of the design process. These reports need to be completed in accordance with the WisDOT Facilities Development Manual (FDM). The reports McMAHON will prepare include the following:
  - ▶ Design Study Report
  - ▶ Pavement Type Selection Report with Life Cycle Cost Analysis
    - ◆ A geotechnical investigation will be required for the pavement design. McMAHON will solicit proposals on behalf of the Town from area firms to provide this service. The selected firm will contract directly with the Town.
  - ▶ Traffic Management Plan
  - ▶ Bicycle/Pedestrian Memorandum
  - ▶ Request for Exceptions to Design Standards
  - ▶ Encroachment Report
  - ▶ A traffic forecast request for the project will be submitted to the East Central Wisconsin Regional Planning Commission. East Central will prepare the traffic forecast and coordinate the results with the WisDOT.
  - ▶ Final Estimate Documentation and Estimator Report
- WisDOT Plans, Specifications & Estimates (PS&E)
 

McMAHON will prepare and submit to the WisDOT the required plans, specifications and estimates for review and approval. Required exhibits include the following:

  - ▶ Final Engineering Estimate & Documentation
  - ▶ Plan Letter
  - ▶ Sample Proposal
  - ▶ Utilities Status Report
  - ▶ Contract Time Analysis
  - ▶ Special Provisions
  - ▶ Certificate of Right-of-Way
  - ▶ Recommendation to the Governor
  - ▶ Final Construction Plans

The road plans and PS&E for the project will be designed and prepared in accordance with the version of the WisDOT FDM, which is current at the submittal date of this proposal Agreement. Any additional services that may be required, due to changes in this Manual that may occur after the submittal date, will be provided in accordance with the current Fee Schedule.

- Post Advertisement Activities
  - ▶ Answer inquiries from contractors.
  - ▶ Preparation of addenda, if required.
  - ▶ Attend Pre-Construction meeting.

## **ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES**

The following are not included in the Scope of Services for this project. It is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services:

- Updates to Town maps.
- Permit application fees, recording fees and other review/approving agency fees.
- Archaeological and historical investigations.
- Soil borings, soil test pits, slope stability, geotechnical, groundwater, and environmental site investigations. If determined to be necessary during the design process, McMAHON will solicit proposals on the behalf of the Town. The Town will contract separately for these services.
- FEMA submittals or approvals, including CLOMR and LOMR.
- Private utility locates.
- Resetting of property corner stakes disturbed by construction for intersecting property lines with the right-of-way. This work will be considered an additional service.
- 60-year title searches.
- Right-of-way acquisition services and appraisals.
- Monumentation of the right-of-way plat to be performed by separate Agreement upon construction activities being completed for this project.
- 100-year backwater/floodplain analysis.
- Design of offsite stormwater best management practices.
- Stormwater Management Plan reports and O&M Plan reports for offsite stormwater best management practices.
- Meetings in addition to those identified in the Scope of Services (virtual or in-person).
- Bidding or construction administration services.
- Other services not specifically identified in this Proposal.

## **RESPONSIBILITIES OF THE TOWN OF NEENAH**

The Scope of Services and fee is based upon the understanding that the Town of Neenah will provide the following:

- Payment of permit application fees, recording fees, and other agency/review fees.
- A single contact person or representative to attend meetings and respond to questions.
- Permission to access properties for site investigations and survey.
- Owner shall provide all available storm conveyance system information in the project study area watershed including plans, culverts, storm sewers and other information.
- Contract separately with a WisDOT certified right-of-way acquisition negotiator and appraiser.

- Contract separately with a geotechnical consultant.
- Contract separately with an archaeology and architectural history consultant.
- Contract separately with the title company.

**PROJECT SCHEDULE**

The design schedule will be dependent on whether or not federal funding is obtained for the project. If STP-Urban funding is obtained, the project will not be constructed until 2025 or 2026. If the roadway is constructed with local funds, the project is anticipated to be constructed in 2023 to coincide with the planned opening of the high school. McMAHON is prepared to meet either construction timeline. A formal design schedule will be provided once the funding source for the project has been determined.

**COMPENSATION**

McMAHON proposes to provide the Scope of Services identified in this Proposal Agreement for the following Time & Expense fees:

**DESIGN SERVICES FOR ROAD PLANS & RIGHT-OF-WAY PLAT**

■ Preliminary Road Plans.....	\$39,000
■ Final Road Plans.....	\$81,000
■ Right-of-Way Survey.....	\$4,500
■ Right-of-Way Plat .....	\$26,000
■ Temporary Staking of Easement Acquisition Areas .....	\$4,000
■ Project Management.....	\$9,000
■ Stormwater Management Concepts .....	\$2,500
■ Stormwater Management & Erosion Control Design.....	\$6,500
■ Storm Sewer Analysis; Hydrologic & Hydraulic Modeling.....	\$8,000
■ Wetland Delineation & Report.....	\$5,500
■ Permitting (DNR and USACE).....	\$15,000
Sub-Total .....	\$201,000
■ Utility Coordination .....	\$3,500
■ Meetings (PIM, PPW, Design, Construction, Property Owners, Etc.).....	\$9,000
Sub-Total .....	\$12,500

**DESIGN SERVICES PLANS & PLAT ..... \$213,500**

**ADDITIONAL DESIGN SERVICES FOR STP-URBAN FUNDING**

■ Environmental Document .....	\$30,000
■ Phase I Hazmat .....	\$2,500
■ WisDOT Design Reports.....	\$29,000
■ WisDOT PS&E .....	\$20,000

**ADDITIONAL DESIGN SERVICES FOR STP-URBAN FUNDING..... \$82,000**



All services will be provided on a time and expense basis in accordance with the Fee Schedule and Reimbursable Expenses Schedule in effect at the time services are provided. Copies of the current schedules are attached for reference. The estimated costs included in the table above are based on all services being completed by July 1, 2023.

All services will be provided in accordance with McMahon Associates, Inc. General Terms & Conditions, dated March 19, 2020, which are incorporated into this Proposal Agreement by reference.


The Town of Neenah agrees that the Statement of Understanding, Scope of Services and Compensation sections contained in this Proposal Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the acceptance of this Proposal Agreement, without the expressed written consent of the McMahon Group of Companies.

## ACCEPTANCE

Owner:  
TOWN OF NEENAH  
Winnebago County, Wisconsin

Engineer:  
McMAHON ASSOCIATES, INC.  
Neenah, Wisconsin

\_\_\_\_\_  
Signature (Authorized Representative)


  
\_\_\_\_\_  
Michael R. Simon, P.E.  
Associate / Sr Transportation Project Manager

Date: \_\_\_\_\_

Date: August 23, 2021

Witness:

\_\_\_\_\_  
Signature/Date

  
\_\_\_\_\_  
Benjamin T. Hamblin, P.E.  
Municipal & Civil Engineer





# McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due Invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written Instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
6. McMAHON will maintain insurance coverage in the following amounts:
 

Worker's Compensation .....	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate.....	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury .....	\$1,000,000
Property Damage.....	\$1,000,000
Professional Liability Coverage .....	\$2,000,000

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.

7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.



## FEE SCHEDULE | 2021

McMahon Associates, Inc.

Effective: 01/01/2021

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$177.00 - \$228.00
Senior Project Manager	\$177.00
Project Manager	\$124.00 - \$164.00
Senior Engineer	\$156.00 - \$164.00
Engineer	\$84.00 - \$148.00
Senior Engineering Technician	\$113.00 - \$125.00
Engineering Technician	\$79.00 - \$103.00
Senior Architect	\$150.00 - \$168.00
Architect	\$117.00 - \$140.00
Senior Land Surveyor	\$113.00 - \$147.00
Professional Administrator Services	\$116.00
Public Management Specialist	\$113.00 - \$123.00
Public Safety Specialist	\$113.00 - \$123.00
Building Inspector Specialist	\$113.00
Land Surveyor	\$104.00
K-12 Administrative Specialist	\$106.00
Land Surveyor Technician	\$72.00 - \$93.00
Surveyor Apprentice	\$59.00
Senior Account Executive	\$59.00
Erosion Control Technician	\$79.00
Senior Hydrogeologist	\$177.00
Senior Ecologist	\$169.00
Environmental Scientist	\$84.00 - \$96.00
Senior G.I.S. Analyst	\$142.00
G.I.S. Analyst	\$86.00 - \$96.00
Wetland Delineator	\$96.00
Senior Designer	\$122.00
Designer	\$78.00 - \$104.00
Senior On-Site Project Representative	\$105.00
On-Site Project Representative	\$70.00 - \$88.00
Plan Review	\$124.00
Certified Grant Specialist	\$126.00
Graphic Designer	\$93.00
Senior Administrative Assistant	\$90.00
Administrative Assistant	\$71.00
Intern	\$38.00 - \$58.00
Professional Witness Services	\$323.00
Administrator Services	\$80.00

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

NEENAH, WISCONSIN  
CORPORATE HEADQUARTERS

Street Address:  
1445 McMAHON DRIVE  
NEENAH, WI 54956

Mailing Address:  
P.O. BOX 1025  
NEENAH, WI 54957-1025  
Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM  
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD  
MACHESNEY PARK, IL 61115  
Ph 815.636.9590 | Fax 815.636.9591  
Email: MCMAHON@MCMGRP.NET  
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2  
VALPARAISO, IN 46385  
Ph 219.462.7743 | Fax 219.464.8248  
Email: MCM@MCMGRP-IN.COM  
Web: WWW.MCMGRP.COM



## REIMBURSABLE EXPENSES SCHEDULE | 2021

McMahon Associates, Inc.

Effective: 01/01/2021

DESCRIPTION	RATE
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**REIMBURSABLE EXPENSES:**

Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,500.00

**REIMBURSABLE UNITS:**

Photocopy Charges - Black & White	\$0.08/Image
Photocopy Charges - Color / 8½" x 11"	\$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.65/Mile
Mileage - Truck/Van	\$0.85/Mile
All-Terrain Vehicle	\$60.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Global Positioning System (GPS) Mobilization	\$100.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.45/Each
Survey Lath	\$0.65/Each
Survey Paint	\$4.50/Can
Survey Ribbon	\$2.50/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.00/Each
Survey Rebars - 5/8"	\$2.50/Each
Survey Iron Pipe - 1"	\$3.00/Each
Survey Plastic or Fiberglass Fence Post - 1"	\$2.75/Each
Survey Steel Fence Post - 1"	\$4.25/Each
Control Spikes	\$1.75/Each

Services subcontracted will be billed to the Owner at invoice cost plus 12%.

Use of special equipment, such as computers, television and sewer cleaning devices, soil density testers, flow meters, samplers, dippers, etc., will be charged to the project per the standard Equipment Rate Schedule, which is available upon request.

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Web: WWW.MCMGRP.COM

# Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration  
Municipal Boundary Review  
101 E. Wilson Street, 9<sup>th</sup> Floor  
Madison WI 53703  
608-264-6102 Fax: 608-264-6104  
[wimunicipalboundaryreview@wi.gov](mailto:wimunicipalboundaryreview@wi.gov)  
<http://doa.wi.gov/municipalboundaryreview/>

## Petitioner Information

Name: **MARGARET G HAYES WILLIAMS**

Address: **1480 OAKRIDGE ROAD**

**NEENAH, WI 54956**

Email:

Office use only:

**RECEIVED**

**August 13, 2021**

Municipal Boundary Review  
Wisconsin Dept. of Admin.

1. Town where property is located: **NEENAH**

2. Petitioned City or Village: **NEENAH**

3. County where property is located: **WINNEBAGO**

4. Population of the territory to be annexed: **4**

5. Area (in acres) of the territory to be annexed: **4.728**

6. Tax parcel number(s) of territory to be annexed  
(if the territory is part or all of an existing parcel): **0100230 &  
010023003 (010023004 - PUBLIC RIGHT-OF-WAY)**

Petitioners phone:

**(414) 469-7755**

Town clerk's phone:

**(920) 725-0916**

City/Village clerk's phone:

**(920) 886-6100**

## Contact Information if different than petitioner:

Representative's Name and Address:  
**BRAD SCHMIDT**

**211 WALNUT STREET**

**NEENAH, WI 54956**

Phone: **(920) 886-6126**

E-mail: **BSCHMIDT@CI.NEENAH.WI.US**

Surveyor or Engineering Firm's Name & Address:  
**DAVEL ENGINEERING**

**1164 PROVINCE TERRACE**

**MENASHA, WI 54952**

Phone: **(920) 991-1866**

E-mail: **SCOTT@DAVEL.PRO**

## Required Items to be provided with submission (to be completed by petitioner):

- Legal Description meeting the requirements of s.66.0217 (1) (c) [see attached annexation guide]
- Map meeting the requirements of s. 66.0217 (1) (g) [see attached annexation guide]
- Signed Petition or Notice of Intent to Circulate is included
- Indicate Statutory annexation method used:
  - Unanimous per s. 66.0217 (2), or
  - OR
  - Direct by one-half approval per s. 66.0217 (3)
- Check or money order covering review fee [see next page for fee calculation]

# Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

## Required Fees

There is an initial filing fee and a variable review fee

**\$350 Initial Filing Fee** (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

**\$600 Review Fee** (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

**\$950 TOTAL FEE DUE** (Add the Filing Fee to the Review Fee)

Attach check or money order here, payable to: **Department of Administration**

**THE DEPARTMENT WILL NOT PROCESS  
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED  
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD  
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

Check Received: 8-13-21  
Payer: Space Providers Inc

check# 13948  
" Date: 8-11-21  
\$950.00

## ANNEXATION SUBMITTAL GUIDE

### s. 66.0217 (5) THE PETITION

- State the purpose of the petition:
  - Direct annexation by unanimous approval; OR
  - Direct annexation by one-half approval; OR
  - Annexation by referendum.
  
- Petition must be signed by:
  - All owners and electors, if by unanimous approval.
  - See 66.0217 (3) (a), if by one-half approval.
  - See 66.0217 (3) (b), if by referendum.
  
- State the population of the land to be annexed.

*[It is beneficial to include Parcel ID or Tax numbers, the parcel area, and identify the annexe (Town) and annexor (Village or City) in the petition.]*

### s. 66.0217 (1) (c) THE DESCRIPTION

- The annexation petition must include a legal description of the land to be annexed. The land must be described by reference to the government lot, private claim, quarter-section, section, town and range in which the land lies. The land must be further described by metes and bounds commencing from a monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the land lies; OR
  
- If the land is wholly and entirely within a lot or lots, or all of a block or blocks of a recorded subdivision plat or certified survey map, it must be described by reference to the lot (s) and/or block (s) therein, along with the name of the plat or the number, volume, page, and County of the certified survey map.
  
- The land may NOT be described by:
  - Aliquot part;
  - Reference to any other document (plat of survey, deed, etc.);
  - Exception or Inclusion;
  - Parcel ID or tax number.

### s. 66.0217 (1) (g) THE MAP

- The map shall be an *accurate reflection* of the legal description of the parcel being annexed. As such, it must show:
  - A tie line from the parcel to the monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the parcel lies. The corner and monument must be identified.
  - Bearings and distances along all parcel boundaries as described.
  - All adjoining as referenced in the description.
  
- The map must include a **graphic scale**.
  
- The map must show and identify the existing municipal boundary, in relation to the parcel being annexed.

*[It is beneficial to include a North arrow, and identify adjacent streets and parcels on the map.]*

### s. 66.0217 FILING

- The petition must be filed with the Clerk of the annexing City or Village and with the Clerk of the Town in which the land is located.
  
- If the annexation is by one-half approval, or by referendum, the petitioner must post notice of the proposed annexation as required by s. 66.0217 (4).
  
- If the lands being annexed are within a County of 50,000 or greater population, the petition must also be filed with the Department of Administration for review

*[Note that no municipality within a County of 50,000 or greater population may enact an annexation ordinance prior to receiving a review determination from the Department of Administration.]*



**CITY OF NEENAH PLAN COMMISSION**  
**PETITION FOR UNANIMOUS ANNEXATION**

To the Common Council of the City of Neenah, Winnebago County, Wisconsin:

Petition is hereby made in accordance with the provisions of Section 66.0217(2) of the Wisconsin State Statutes for direct annexation to the City of Neenah, Wisconsin, from the Town of Neenah, Wisconsin, of the real estate described on the attached map.

The attached map is in accordance with statutory requirements and is of a reasonable scale, showing the contiguous boundary with the City of Neenah of the territory to be annexed, and showing acreage and North arrow.

There are 4 residents residing within the territory under petition.

Signatures:

1. Name of Petitioner: Margaret C Hayes Williams

Signature: Margaret C Hayes Williams Date: 8-11-21

2. Name of Petitioner: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Annexation Description

## Lands being petitioned to be annexed from the Town of Neenah to the City of Neenah:

All of Lot 1 and Lot 2 of Certified Survey Map No. 5899, being part of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 20 North, Range 17 East, Town of Neenah. Described lands contain 169,847 Sq. Feet (3.8991 acres)

In addition to the above parcels, petitioned lands annexed from Town of Neenah to City of Neenah are to include the adjoining Public Right of ways of Tullar Road and Oakridge Road. Said portions of right of ways further described as follows:

Beginning at the South 1/4 Corner of Section 20, Township 20 North, Range 17 East; thence N00°14'52"W along the west line of the Southeast 1/4 of said Section 20, 249.64 feet to the intersection of the extension of the south line of Lot 1 of Certified Survey Map No. 5899 and to the point of beginning of land being petitioned to be annexed in to the City of Neenah; thence continuing N00°14'52"W along said west line, 329.67 feet to the intersection of the centerline of Oakridge Road; thence N69°18'28"E along said center line, 316.66 feet; thence N54°18'18"E along said center line, 351.03 feet to the intersection of the extension of the east line of Lot 2 of Certified Survey Map No. 5899; thence S00°15'52"E along said extended line, 49.10 feet to the north line of said Lot 2; thence S54°18'18"W along said north line, 327.82 feet to the Northwest corner of said Lot 2; thence S69°18'28"W along the north line of Lot 1 of Certified Survey Map No. 5899, 301.64 feet to the Northwest Corner of said Lot 1; thence S00°14'52"E along the west line of said Lot 1, 286.98 feet to the Southwest corner of said Lot 1; thence S69°18'28"W along the extension of the south line of said Lot 1, 35.21 feet to the point of beginning. Described lands contain 36,113 Sq. Feet (0.8290 acres).



**DAVEL ENGINEERING &  
ENVIRONMENTAL, INC.**

*Civil Engineers and Land Surveyors*

1164 Province Terrace, Menasha, WI 54952  
Ph: 920-991-1866 Fax: 920-441-0804  
www.davel.pro



# Exhibit CSM 5899

Town of Neenah, Winnebago County, WI

For: Margaret Hayes-Williams

Center of Section  
Section 20, T20N, R17E  
(Bernsten Monument Fnd)

Oakhill Cemetery  
City of Neenah  
#80705850100

Unplatted Lands  
Town of Neenah  
Owner: David & Casie Goodson  
#0100233

Oakridge Road

N 54°18'18" E 351.03'  
S 54°18'18" W 327.82'  
N 54°18'18" E 327.82'

S 00°14'52" E  
49.10'

Lot 2 CSM 5899  
Owner: Margaret Hayes  
#01002303

S 00°14'52" E 377.55'

N 69°18'28" E 316.66'  
S 69°18'28" W 301.64'  
N 69°18'28" E 301.64'

Petitioned  
Annexation

CSM 5899  
169,847 Sq. Feet  
3.8991 Acres

Public R/W  
36,113 Sq. Feet  
0.8290 Acres

Lot 1 CSM 5899  
Owner: Margaret Hayes  
#0100230

Tullar Road

W/L of the SE 1/4 of Section 20  
N 00°14'52" W 2645.32'

N 00°14'52" W 329.67'  
S 00°14'52" E 286.98'  
N 00°14'52" W 286.98'

S 69°18'28" W 586.65'

Lot 2 CSM 2999  
Town of Neenah  
Owner: Calvary Bible  
Church of Neenah, Inc  
#010023002

South 1/4 Corner  
Section 20, T20N, R17E  
(Bernsten Monument Fnd)

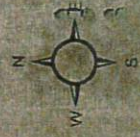


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CITY OF NEEENAH



1 inch = 134 feet

TOWN OF NEEENAH

CITY OF NEEENAH

TOWN OF NEEENAH

TOWN OF NEEENAH

010028003

010023004

0100230

TULLAR RD

