

TOWN OF NEENAH TOWN BOARD
Meeting Agenda
REVISED 9-24-2021 to add item 5f

DATE: Monday, September 27, 2021
TIME: 7:00 pm
LOCATION: 1600 Breezewood Lane

This meeting will also be offered virtually via ZOOM.

Meeting ID = 821 5315 7047 / Passcode = 998175 Phone Number: (312) 626-6799

Zoom Link: <https://us02web.zoom.us/j/82153157047?pwd=UDhpUTdXTzhJcC90dUNMbms2Rm9JZz09>

CALL TO ORDER TOWN BOARD

1. APPROVE MINUTES September 13, 2021 Town Board Meeting
2. PUBLIC FORUM
3. PUBLIC FORUM FOR RECOGNIZED MUNICIPAL AND COUNTY OFFICIALS
4. CORRESPONDENCES
 - a. None
5. DISCUSSION / ACTION
 - a. Approve Vouchers, Payroll and Bank Transactions September 27, 2021.
 - b. Accept Resignation of Deputy-Clerk Treasurer Elizabeth Peterman, Effective September 22, 2021.
 - c. Approve Agreement with McMahon for design work for Road and Stormwater Reconstruction of Larsen Road from Clayton Avenue east to CTH CB.
 - d. Approve Agreement with McMahon for design work for Road and Stormwater Reconstruction of Oakridge Road from CTH CB east to Green Bay Road.
 - e. Discussion Only – Set Speed Limits on Town Roads.
 - f. Discussion Only – Proposed Municipal Ward Map for 2021 Redistricting.
 - g. Reschedule or cancel October 11, 2021 Town Board Meeting. Due to Wisconsin Towns Association Convention there will not be a Town Board Quorum
6. FUTURE AGENDA TOPICS AND MEETINGS
 - a. Town of Neenah Budget Workshop , Wednesday September 29, 2021 at 5:00 pm.
 - b. Park and Trail Committee meeting, Monday October 4, 2021 at 6:00 pm.
 - c. Fire Department Meeting, Wednesday October 6, 2021 at 7:00 pm.
 - d. Winnebago County Unit Meeting, Wisconsin Towns Association, Thursday October 7, 2021, 6:30 pm at Town of Poygan.
 - ~~e. Next Regularly Scheduled Town Board Meeting for Monday October 11, 2021, at 7:00 pm. Canceled~~
 - f. Wisconsin Towns Association Convention – October 10-October 12, 2021
 - g. Town of Neenah Sanitary District #2 Meeting, Tuesday October 12, 2021 at 7:00 pm.
 - h. Town of Neenah Budget Workshop #3, Tuesday October 19, 2021 at 4:00 pm.
 - i. Town of Neenah Sanitary District #2 Budget Workshop Thursday October 21, 2021, 1:00 pm.
 - j. Next Regularly Scheduled Town Board Meeting for Monday October 25, 2021, at 7:00 pm.
7. OLD BUSINESS
8. NEW BUSINESS
9. ADJOURN OPEN SESSION
10. CALL TO ORDER TOWN BOARD
11. CONVENE INTO CLOSED SESSION

The Town Board will convene into closed session pursuant to Wis. Stats §19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and pursuant to Wis. Stats § 19.85 (1) (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. ROLL CALL VOTE

 - a. Discussion of Boundary negotiation with adjacent municipalities.
12. ADJOURN

The Town Board will not reconvene in Open Session

Closed Session Contemplated: YES

Ellen Skerke, Administrator-Clerk-Treasurer
September 23, 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 September 23, 2021 at 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

September 13, 2021

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

Present in Person: Supervisor Brooke Cardoza, Supervisor James Weiss and Supervisor Thomas Wilde.

Excused: Chairman Robert Schmeichel, Supervisor Glenn Armstrong

Also in Attendance in Person: Fire Chief Ed King , Bernie Meyer, Paul Meyer, Craig Staffeld, Tricia Staffeld, Deputy Wuest and Administrator-Clerk-Treasurer Ellen Skerke.

In Attendance via Zoom: None

In Chairman Schmeichel's absence, E. Skerke called the meeting to order at 7:00 pm.

Motion: B. Cardoza / T. Wilde to appoint J. Weiss as chair for the meeting.

Motion carried 3:0:0

Pledge of Allegiance was recited.

Approval of Minutes

Motion: T. Wilde / B. Cardoza to approve August 23, 2021 meeting minutes.

Motion carried 3:0:0

Public Forum

- Bernie Meyer 116 Armstrong Street , spoke regarding the city Annexation of Lot 5 on Armstrong Street and the street itself. The Proposed Boundary Agreement Amendments have not yet been signed, why is the Town Board allowing this action to take place. The Town Board opposed such action in 2018, the Town is still working under the 2003 Boundary Agreement and the Town should oppose the annexation of Armstrong Street now based on the Boundary Agreement. The City should wait to annex Armstrong Street until after the Amended Boundary Agreement is signed, The Town's position in negotiations is weakened if the Town allows the annexation of Armstrong Street to take place prior to the Boundary Agreement amendment being signed. B. Meyer requested a meeting herself, Sara Kosmicki and Chairman Schmeichel to discuss this further. E. Skerke to arrange a meeting during the week of September 20th.
- Tricia Staffeld. 1862 Oakridge Road spoke regarding complaints of the harassing behavior of neighbors at 1866 Oakridge Road. This has been ongoing with complaints filed and reports filed with the County Sheriff's Department. There have been items thrown into their yard including a 38" long metal stake, large amounts of horse manure piled up along the property line. They have called the Town, the Town tells them to call the Sheriff, the Sheriff tells them to call the Town. These items may seem like minor harassment; however it is ongoing and getting to be too much. She is looking for help from the Town of Neenah.
- Craig Staffeld, 1862 Oakridge Road spoke regarding the same issue and requested that the Town enforce the Ordinances and write a citation to the property owners at 1866 Oakridge Rd. He further stated that there is a dispute over the location of the lot line even though he had a professional survey completed with property markers in the ground, the markers have disappeared.

Public Forum for Recognized Municipal and County Officials

- Winnebago County Sheriff Deputy Wuest spoke regarding recent thefts in the area and encouraged all to remove valuables from vehicles, keep vehicles locked and exterior house lights on. He also spoke regarding the situation with Tricia and Craig Staffeld, including the requirement to obtain proof that the garbage being thrown into their property is from the neighbors, he advised that the Staffeld's should consider trailcams on their property to observe activity. The Town Board also discussed speeding issues on South Park Avenue, Maple Lane and Woodenshoe Rd. Deputy Wuest will make notes of these areas for added patrol.

Correspondences

- Building Permit Report, August 2021

Discussion/Action.**Vouchers Payroll and Bank Transactions**

Approve Vouchers, Payroll and Bank Transactions September 13, 2021.

Motion: B. Cardoza / T. Wilde to approve.

Motion Carried 3:0:0.

Joint Powers Agreement – Winnebago County

Approve Joint Powers Agreement with Winnebago County 911 Emergency System.

Motion: B. Cardoza / T. Wilde to approve.

Motion carried: 3:0:0

Fire Department Personnel

Accept Resignation of Fire Fighter Ryan Voldsness effective September 20, 2021.

- E. King stated Ryan Voldsness was moving out of the area and will resign effective September 17, 2021.
- **Motion:** B. Cardoza / T. Wilde to accept the resignation of R. Voldsness effective 9-17-2021
- Motion carried: 3:0:0

Town Board Meeting Schedule

Reschedule or cancel October 11, 2021 Town Board Meeting. Due to Wisconsin Towns Association Convention there will not be a Town Board Quorum

- E. Skerke stated that due to the WTA Annual Convention, there will not be a quorum of Town Board Members on October 11, 2021. If the meeting is cancelled, the next Town Board meeting will be October 25, 2021. Payroll will be processed as usual with a Town Board ratification on October 25th. At this time, she is unaware of any pressing business that may need Board action between the September 27, 2021 and October 25, 2021 meetings.
- General consensus is to table this item until September 27th meeting to have additional information regarding outstanding Board business.

Future Agenda Topics and Meetings

- Town of Neenah Sanitary District #2 meeting, Tuesday September 14, 2021 at 7:00 pm.
- Town of Neenah Sanitary District #2 Budget Workshop Thursday September 16, 2021, 1:00 pm.
- Plan Commission Meeting Monday September 20, 2021 at 7:00 pm (currently no agenda items)
- Next Town Board Meeting Monday September 27, 2021, at 7:00 pm.

Unfinished Business

- None

New Business

- E. Skerke provided a first draft of the 2022 Budget for Town Board review prior to the Budget Workshop on September 27th.
- B. Cardoza reported that the Parks and Trails Committee agreed to allow the neighbor at Mahler Park to deposit the fill from a project at his home on the sledding hill at Mahler Park as an improvement to the hill. The resident will cover all costs associated with the project with no cost to the Town. The project should start the end of September or early October in time to have the hill seeded before winter.

Adjourn Meeting

Motion: J. Weiss / T. Wilde to adjourn

Motion carried. Meeting adjourned at 7:45 pm.

Respectfully submitted,



Ellen Skerke
Administrator-Clerk-Treasurer

Approved: DRAFT – pending Approval

Voucher List Authorization - September 27, 2021

Bank Transfer (Transaction List)

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Reason</u>
9/28/2021	General MM	Checking	\$ 66,000.00	9-27-2021 Vouchers

Check Details:

Accounts Payable:	\$ 65,523.68
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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 September 28, 2021 - after requested transfers per this Voucher List

Checking	\$	2,124
General MM	\$	683,328
General CD	\$	400,000
Taxes Collected	\$	-
ARPA Funds	\$	184,583
Impact Fee	\$	4,109
Tullar Rd Fund	\$	32,472
Storm Water	\$	649,506

_____ Schmeichel _____ Armstrong _____ Cardoza _____ Weiss _____ Wilde

Town of Neenah
Check Detail
September 27, 2021

Date	Num	Name	Memo	Account	Paid Amount
09/27/2021	27296	Aberdean Consult...		11010-0 · Checking Accou...	
09/27/2021	59472		ticket request	51420-4 · Office Expenses	-108.75
TOTAL					-108.75
09/27/2021	27297	Barrier Security S...		11010-0 · Checking Accou...	
09/27/2021	7082		security cameras Mahler Franzoi C...	55200-3 · Parks - Supplies &...	-4,825.84
TOTAL					-4,825.84
09/27/2021	27298	Great Lakes		11010-0 · Checking Accou...	
09/27/2021	21091		Look for leaks in holding tank - fou...	51610-1 · Maintenance & Op...	-384.76
TOTAL					-384.76
09/27/2021	27299	Harters Fox Valley...		11010-0 · Checking Accou...	
09/27/2021	356431			53635-0 · Recycling	-3,833.06
09/27/2021	356434			53634-0 · Garbage Collectio...	-12,216.72
				55200-6 · Parks - Harter's - ...	-231.50
TOTAL					-16,281.28
09/27/2021	27300	Marshland Transp...		11010-0 · Checking Accou...	
09/27/2021	4091		aquatic plants	6-55200 · SW - CTH "O" Po...	-717.00
TOTAL					-717.00
09/27/2021	27301	McMahon Associa...		11010-0 · Checking Accou...	
09/27/2021	923772			6-55200 · SW - CTH "O" Po...	-197.45
09/27/2021	0923984		aquatic planting	6-55200 · SW - CTH "O" Po...	-4,377.50
			goose fencing , supply and install	6-55200 · SW - CTH "O" Po...	-5,474.47
09/27/2021	0923872			6-59200 · Stormwater - Engi...	-516.60
09/27/2021	0923874			6-55100 · SW - Conservancy...	-261.00
				53311-5 · Hwy Exp- McMahon	-183.00
			Larsen / Oakridge Topo	53311-5 · Hwy Exp- McMahon	-4,610.30
				6-59200 · Stormwater - Engi...	-78.64
			Larsen Road engineering for STP ...	53311-5 · Hwy Exp- McMahon	-3,004.00
			Oakridge Rd engineering for STP ...	53311-5 · Hwy Exp- McMahon	-3,397.00
				51520-0 · Engineering Servic...	-822.00
				6-59200 · Stormwater - Engi...	-411.00
09/27/2021	923771		DNR Permitting	6-59200 · Stormwater - Engi...	-1,599.40
TOTAL					-24,932.36
09/27/2021	27302	Oshkosh Fire and...		11010-0 · Checking Accou...	
09/27/2021	185351		Annual Air Test Renewal - to be erf...	52210-3 · Fire Dept Supplies...	-398.00
TOTAL					-398.00
09/27/2021	27303	Rainbow Play Sys...		11010-0 · Checking Accou...	
09/27/2021	080921		Mahler rope swing	55200-3 · Parks - Supplies &...	-149.00
			Keating telescope	55200-3 · Parks - Supplies &...	-19.00
TOTAL					-168.00

Town of Neenah
Check Detail
September 27, 2021

Date	Num	Name	Memo	Account	Paid Amount
09/27/2021	27304	Reed, Colleen		11010-0 · Checking Accou...	
09/27/2021			spring bulbs for trailhead / volunteer...	55200-3 · Parks - Supplies &...	-31.50
TOTAL					-31.50
09/27/2021	27305	Transcendent Tec...		11010-0 · Checking Accou...	
09/27/2021	m5341		annual software tax receipt	51420-4 · Office Expenses	-877.00
TOTAL					-877.00
09/27/2021	27306	WE Energies		11010-0 · Checking Accou...	
09/27/2021	384478...		Hidden Acres 134.35	53420-0 · Street Lighting - Al...	-389.60
TOTAL					-389.60
09/27/2021	27307	Winnebago Cty. T...		11010-0 · Checking Accou...	
09/27/2021	20414			53311-2 · Hwy Exp - Mainten...	-5,009.64
09/27/2021	20441		Acco Ave culvert at CTH G / Kapp...	6-57200 · Stormwater Drainage...	-6,502.81
			Foreclure sale by County - loss in ...	6-46324 · Storm Water Utilit...	-177.82
			Foreclure Sale at Conuty - Loss - ...	51420-4 · Office Expenses	-4,569.32
TOTAL					-16,259.59
09/27/2021	27308	Winnebago Liqui...	51610-1	11010-0 · Checking Accou...	
09/27/2021	64748			51610-1 · Maintenance & Op...	-75.00
09/27/2021	64749			51610-1 · Maintenance & Op...	-75.00
TOTAL					-150.00

MEMORANDUM

TO: Town Board

FROM: Ellen Skerke, Administrator-Clerk-Treasurer

DATE: September 24, 2021

Memo: Town Board Agenda 9-27-2021

A few comments about 9-27-2021 Agenda Items:

5c and 5d : Approve Agreements with McMahon for design work for both Larsen Road and Oakridge Road from Clayton Avenue east to the Town line near Green Bay Road. These two proposals include work from preliminary design to final construction. Depending on the outcome of our grant applications, these proposals could span 4-6 years. We have an opportunity to break these proposals into phases and approve portions of each rather than approving the entire agreement.

I recommend that the Town Board consider approval of the Preliminary Road Plans for each of the projects.

Larsen Road (see page 8 of agreement) = \$39,000

Oakridge Road (see page 9 of agreement) = \$30,000

5e: Speed Limits: A resident has brought forward a petition to lower the speed limit on Woodenshoe Road between Breezewood Lane and CTH JJ from 40 mph to 30mph. The petition is in the Board packet. Additionally, you received 2 pdf's in your email with resources from the WisDOT and WTA regarding speed limits.

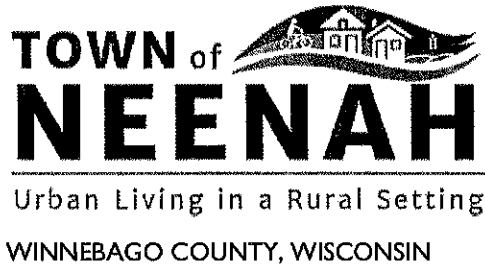
5f: Redistricting: In your packet is a proposed ward plan for the Town of Neenah. The Town will increase from our current 4 wards to 6 wards. Town Board members serve "at large" however, the various wards are necessary to account for the County Supervisory Districts, Sanitary Districts and State Statute requirements for ward size: *Wis State 5.15(2)(b)4. In any city, village or town in which the population is less than 10,000, each ward shall contain not less than 300 nor more than 1,000 inhabitants.*

I am asking for Town Board input on the proposed ward map so adjustments can be made before moving forward with the next steps. As a reminder, our final deadline is October 25th to have everything to the County. There is very little room to extend this deadline, perhaps a day or two.

Proposal Agreement

Larsen Road
Clayton Avenue to CTH 'CB'

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
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
PROPOSAL AGREEMENT
Statement of Understanding
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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.

A handwritten signature in black ink, appearing to read "Michael R. Simon".

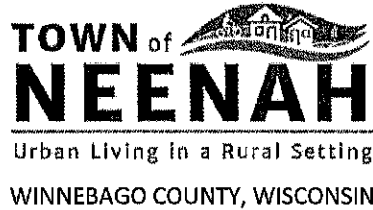
Michael R. Simon, P.E.
Associate / Senior Transportation Project Manager

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

STATEMENT OF UNDERSTANDING

The Neenah Joint School District recently purchased a 225-acre property within the Town of Neenah between CTH '1I' 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.

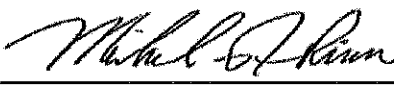
The Town of Neenah agrees that the Statement of Understanding, Scope of Services and Compensation sections contained in this Proposal Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any 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

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: MCM@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

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
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Ph 920.751.4200 | Fax 920.751.4284
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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

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

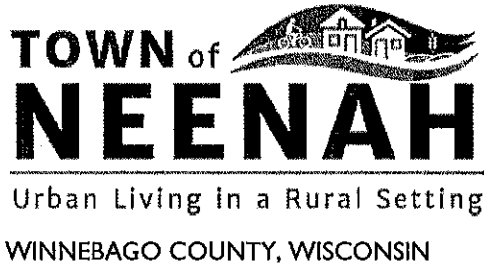
REIMBURSABLE UNITS:

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

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

Table of Contents

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PROPOSAL AGREEMENT

Statement of Understanding

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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
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.

A handwritten signature in black ink, appearing to read "Michael R. Simon".

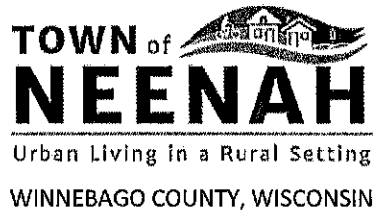
Michael R. Simon, P.E.
Associate / Senior Transportation Project Manager

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

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 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.

- 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 McMahon Associates, Inc. General Terms & Conditions, dated March 19, 2020, which are incorporated into this Proposal Agreement by reference.

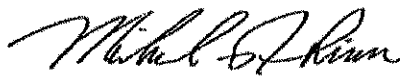
The Town of Neenah agrees that the Statement of Understanding, Scope of Services and Compensation sections contained in this Proposal Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any 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

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: MCM@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

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:
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NEENAH, WI 54956

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

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



LOWER SPEED LIMIT PETITION



scott fromm
[COMPANY NAME] [Company address]

PETITION TO LOWER SPEED LIMIT ON WOODENSHOE ROAD BETWEEN COUNTY ROAD JJ AND BREEZEWOOD LANE IN TOWN OF NEENAH AND THE TOWN OF CLAYTON IN WINNEBAGO COUNTY.

THIS ROAD IS IN THE JURISDICTION OF THE TOWN OF NEENAH, WINNEBAGO COUNTY

LOWER SPEED LIMIT TO 30MPH

CURRENT SPEED LIMIT IS 40MPH

ADD SPEED BUMPS IF NECESSARY

THIS ROAD HAS NO TRAIL OR SIDEWALK TO ACCOMMODATE ANY BICYCLES OR FOOT TRAFFIC WITHOUT THE FEAR OF SOME TRAGEDY HAPPENING. THERE ARE YOUNG CHILDREN ON THIS STRECH OF ROAD.

THE CITY OF NEENAH NEEDS TO PUT PENDLETON ROAD THROUGH TO ACCOMMODATE THE TRAFFIC THEY TRANSPRIED ON THIS ROAD WITH THERE ADDED SUBDIVISIONS THAT USE TOWN ROADS TO NAVIGATE TO CIYT OF NEENAH SUBDIVISIONS

ADD ADDITIONAL SPEED LIMIT SIGNS IN MID BLOCK IN EACH DIRECTION

ADD WATCH FOR CHILDREN SIGNAGE ON ALL SPEED LIMIT POLES

THIS IS ON THE AGENDA FOR THE TOWN OF NEENAH BOARD MEETING ON SEPT. 27TH @ 7:00 PM

TOWN HALL 1600 BREEZEWOOD LANE

PLEASE ATTEND IF YOU WANT TO VOICE YOUR CONCERNS

WOODENSHOE ROAD MARKED AS NOT A TRUCK ROUTE

WHY DO ALL THE CEMENT, DUMP AND HEAVEY EQUIPMENT TRUCKS COME DOWN WOODENSHOE TO GET TO THE NEWLY DEVELOPING SUBDIVISIONS OF THE CITY OF NEENAH?

SHOULD THEY NOT TRAVEL STATE AND COUNTY MARKED ROADS FIRST AND THEN USE RESIDENTIAL ROADS AS THERE LAST RESORT ?

WHY SHOULD THEY TRUCK OUT RESIDENTIAL ROADS IN THE TOWNS AND EXPECT THE TOWNS TO REBUILD THEM AT THE DEVELOPERS EXPENSE

THEY SHOULD TRAVEL JJ TO 76 TO COUNTY G THEN RESIDENTIAL LAST

COUNTY G, 76 AND JJ ARE NOT MARKED AS NO TRUCKS FOR REASON

WOODENSHOE IS MARKED NO TRUCKS FOR A REASON

TOWN OF NEENAH ADDRESSES:

7320

Jeffrey

7330

Rebecca Zatoski

7340

Lance Kuester

7380

Steven Swann

TOWN OF CLAYTON ADDRESSES:

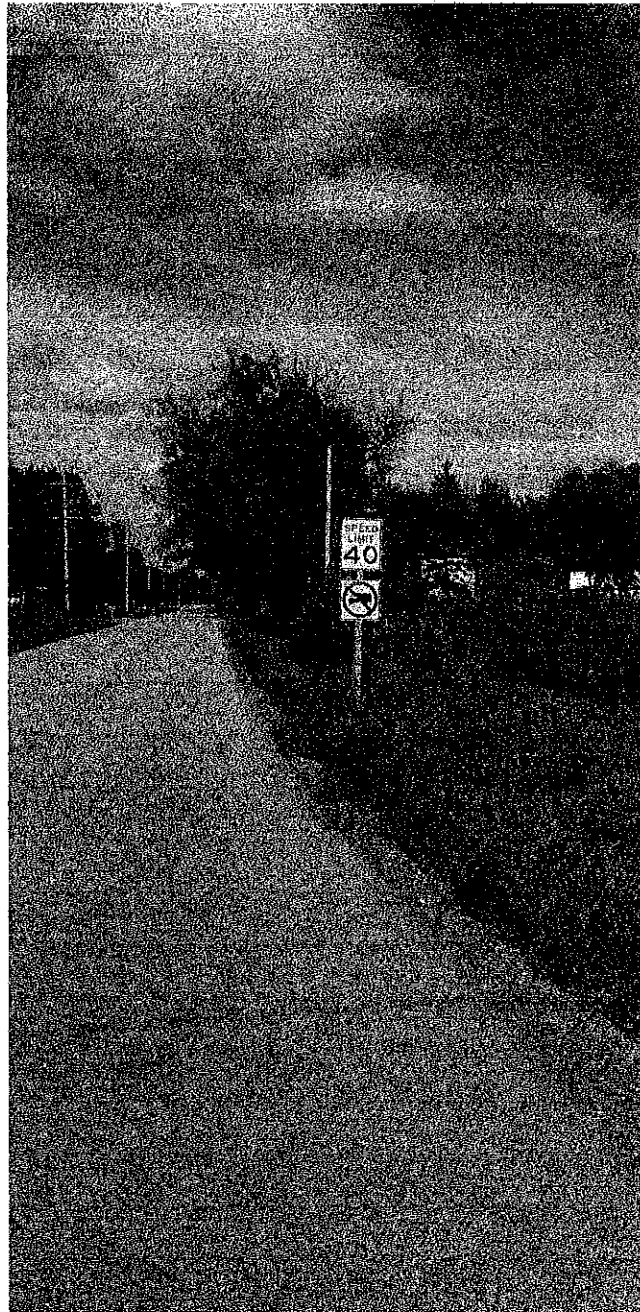
7337 SCOTT & WENDY FROMM
Scott Fromm

7369 Chris & Kelly Tarmann
Chris Tarmann

7375 ALICE BAKER
Alice Baker

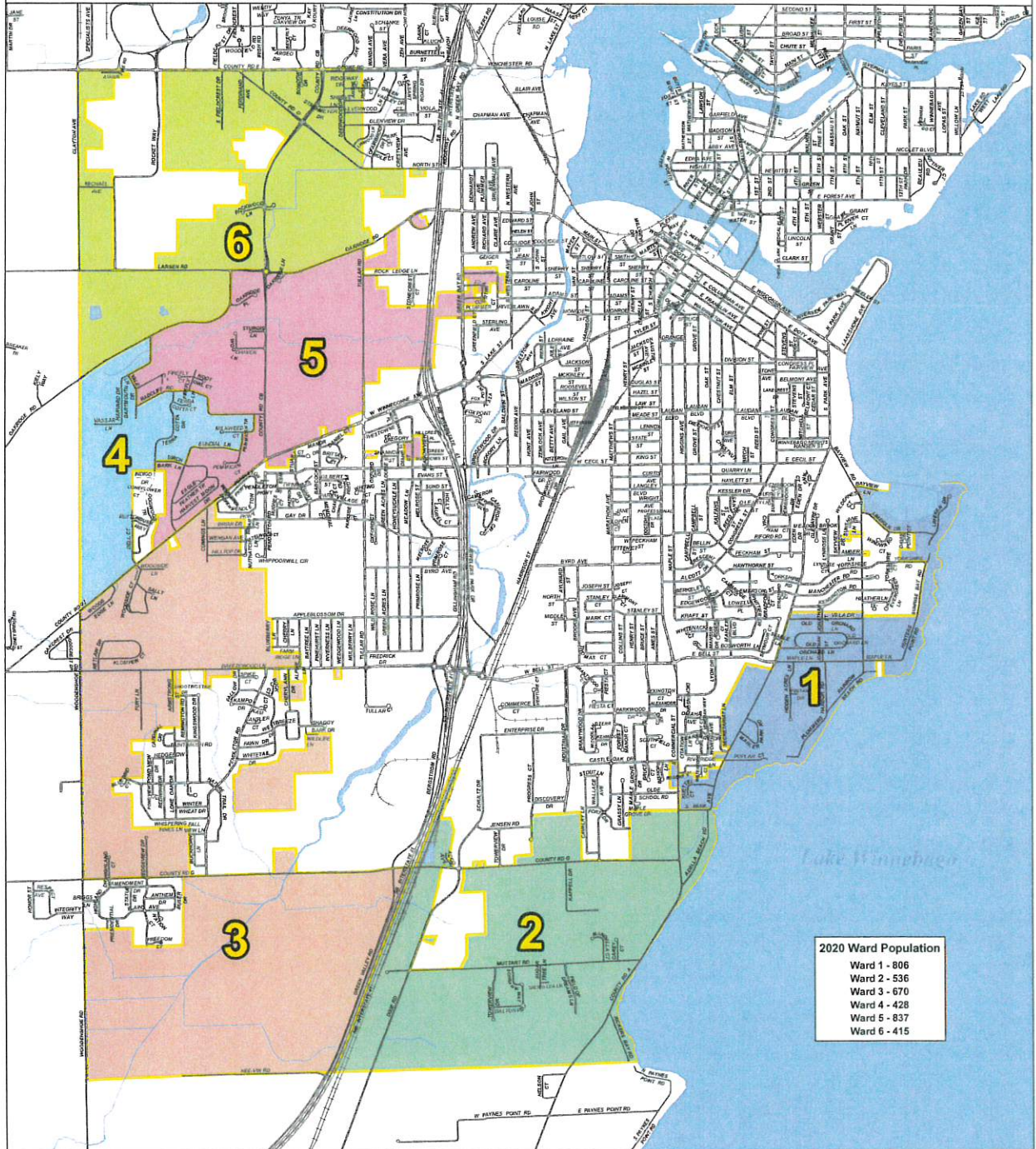
7381 Matt Grimes
Matt Grimes

7387 JUSTIN KRAMER
J. Kramer



BREEZEWOOD SOUTH
END

Town of Neenah Proposed Ward Plan



WINGS Disclaimer

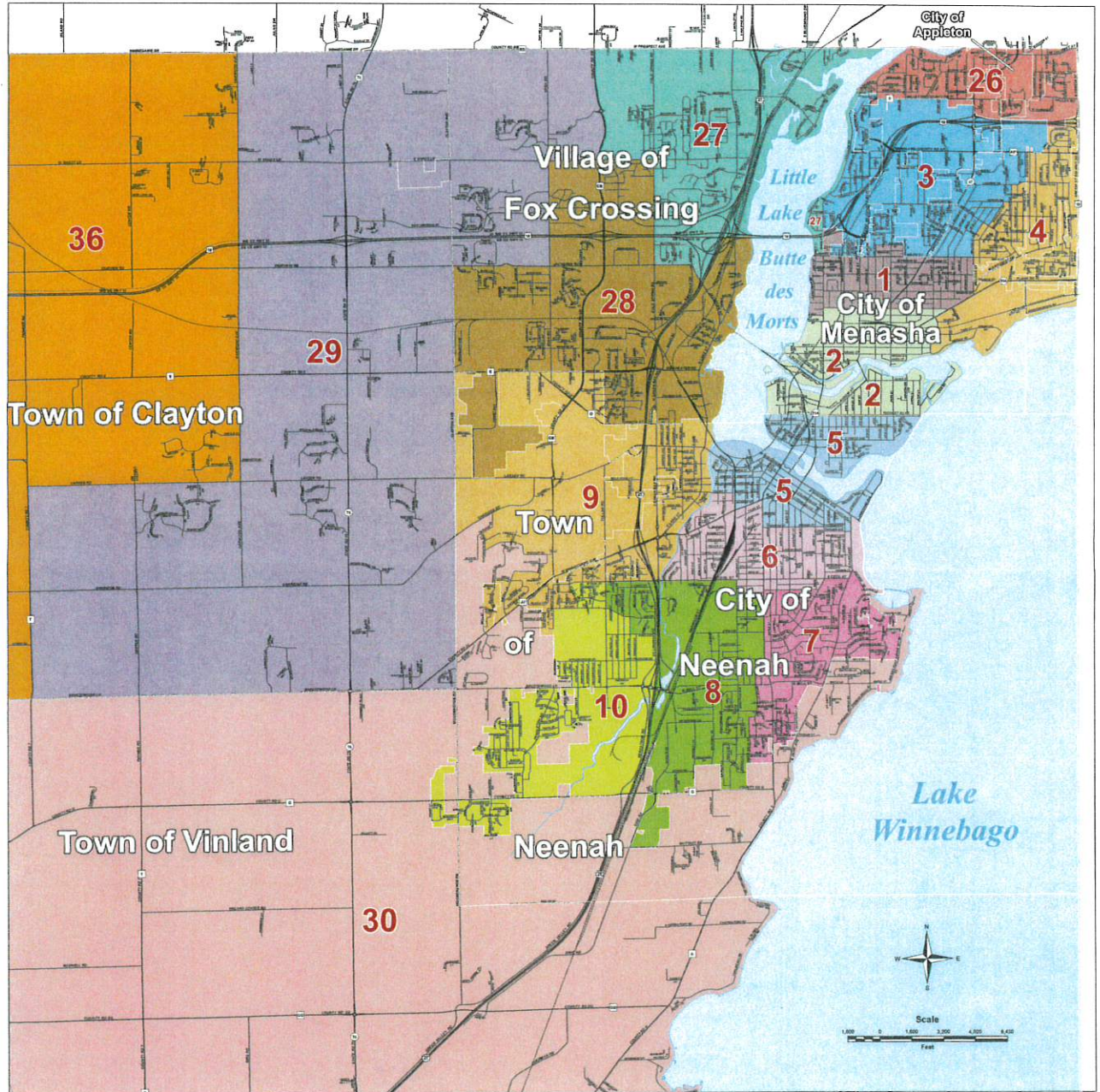
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"Data for this map is copyrighted December 31, 2004"

Scale: 1 inch = 1,600 feet



Tentative Supervisory District Plan - Option 1



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Neenah / Menasha / Fox Crossing Area





2021 Winnebago County Redistricting

The redistricting process begins when the County receives the Federal Decennial Census numbers from the State. Once the data is received, a rigid three-stage process starts. Starting with the county developing a supervisory district plan. After which the municipalities develop ward and aldermanic district plans. Lastly, the county adopts the final supervisory district plan.

This year due to the pandemic, the timeline to begin the redistricting process at the county level has been reduced from the normal 180 days to about 80 days. This is due to the delay in receiving Census data from the Federal Government. We anticipate the Census data will be released to counties on September 1st at the latest. In addition, on July 9, 2021 the Governor vetoed Assembly Bill 369, which would have allowed local redistricting to be completed in the normal length of time.

Winnebago County has developed a proposed compressed redistricting timeline to be ready for the 2022 spring election. To meet the proposed timeline special meetings may be necessary for municipalities and the county. With the Cities of Appleton and Menasha being in multiple counties Winnebago, Calumet, and Outagamie Counties are coordinating our timelines to ensure municipalities can complete their work.

How Can Local Municipal Clerks and Officials Prepare

- Confirm your credentials are up to date in WISE-LR the state local redistricting software.
- Review your meeting schedule and create a timeline for stage 2 of the redistricting process.
- Review the training materials provided by the LTSB.
<https://legis.wisconsin.gov/ltsb/local-redistricting>

Stages of Local Redistricting in Wisconsin

Stage 1 – Compressed Timeline for 2021

- The County Board **must develop a tentative county supervisory district plan.**
- The County Board **must hold a public hearing on the tentative county plan** and solicit suggestions from the municipalities concerning the development of an appropriate plan.
- The County Board must adopt the tentative county supervisory district plan and send a copy of this plan to every municipality in the county.

Stage 2 – Compressed Timeline for 2021 *After tentative plan adoption*

- All cities, villages and towns with a population of 1,000 or more must establish wards that comply with the population ranges as set by law.
- Any ward created or adjusted must accommodate the tentative county plan.
- Adjustments to wards are required if any municipal annexations, attachments, or detachments occur after the tentative plan is adopted, up to a given date to be set by the State.
- An ordinance or resolution describing the ward boundaries must be adopted by the municipality.
- Within five (5) days after adoption, each municipality must submit to the county clerk the census blocks contained within each ward as well as a map of the municipality showing the revised ward boundaries.

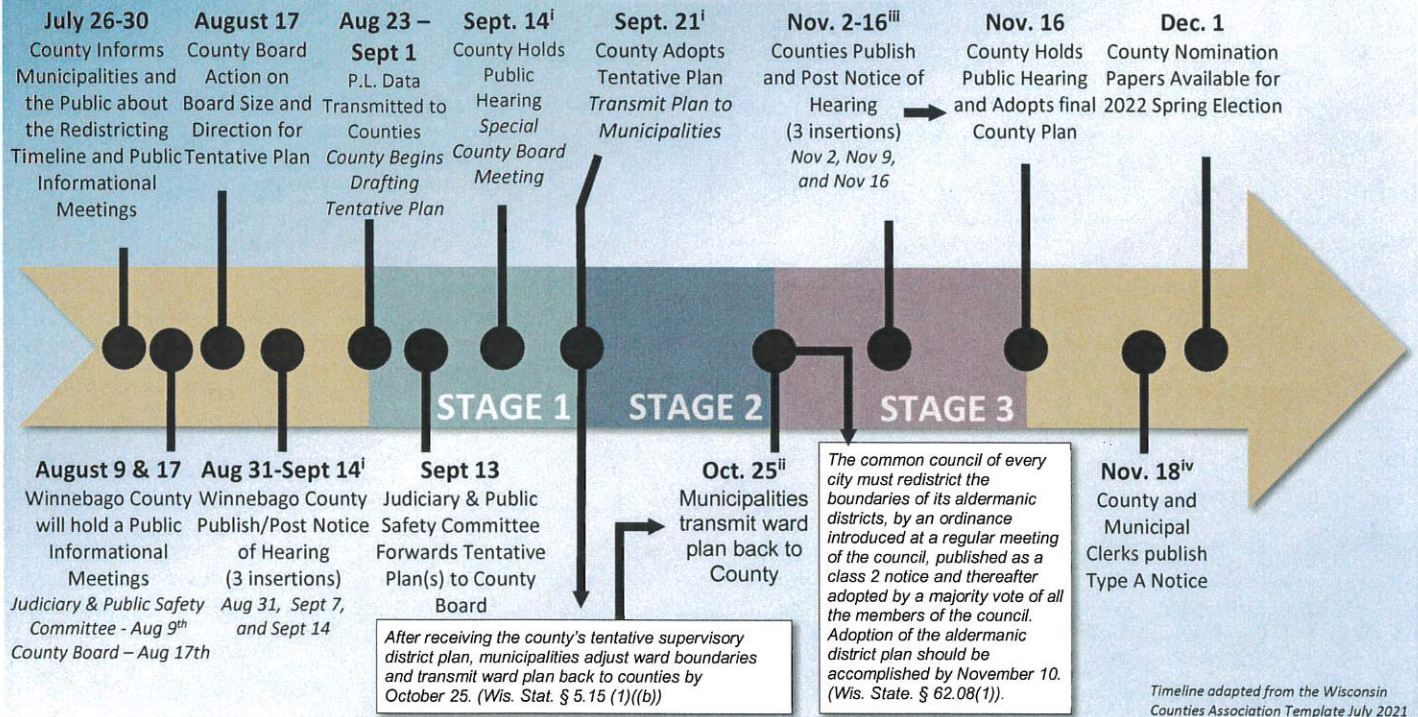
Stage 3 – Compressed Timeline for 2021

- The County Board **shall hold a second public hearing and then adopt the final county supervisory district plan.**
- The county board chairperson is to file a copy of the final plan with the Secretary of State.



2021 Winnebago County & Municipal Redistricting Timeline

TENTATIVE



i Wis. Stat. § 59.10(3)(b)1. (NOTE: Publication/posting requirements are being discussed with LRB. Review publication/posting requirements and alternatives under ss. 985.02 and 985.05 with corporation counsel.)

ii Wis. Stat. § 5.15(1)(b).

iii Wis. Stat. § 59.10(3)(b)2. (NOTE: Publication/posting requirements are being discussed with LRB. Review publication/posting requirements and alternatives under ss. 985.02 and 985.05 with corporation counsel.)

iv Wis. Stat. § 10.06(2)(a). Some counties may publish earlier depending upon publication frequency. (NOTE: Elections commission must deliver Type A Notice regarding state offices to county clerk pursuant to Wis. Stat. § 10.06(1)(a))

Revised 7/28/2021 10:50 am

2021 Winnebago County Redistricting Key Dates

Date	Milestone	Event
7/30/2021		County Informs Municipalities about Redistricting
8/9/2021		Public Informational Meeting at the Judiciary & Public Safety Committee Meeting
8/17/2021		Public Informational Meeting at the County Board Meeting
8/17/2021		County Board Action on Board Size and Direction for Tentative Plan
8/31/2021		Winnebago County Publish/Post Notice of Hearing for Tentative Plan
9/1/2021	Start Tentative Plan	P.L. Data Transmitted to Counties - County Begins Drafting Tentative Plan - Could be as early as August 23
9/7/2021		Winnebago County Publish/Post Notice of Hearing for Tentative Plan
9/13/2021		Judiciary & Public Safety Committee Forwards Tentative Plan(s) to County Board
9/14/2021		Winnebago County Publish/Post Notice of Hearing for Tentative Plan
9/14/2021		County Holds Public Hearing - Special County Board Meeting
9/21/2021	Tentative County Plan Adopted	County Adopts Tentative Plan - Transmit Plan to Municipalities
10/25/2021	Municipal Wards Adopted	Municipalities Transmit Ward Plan Back to County
11/2/2021		Counties Publish and Post Notice of Hearing for Final Plan Adoption
11/9/2021		Counties Publish and Post Notice of Hearing for Final Plan Adoption
11/16/2021		Counties Publish and Post Notice of Hearing for Final Plan Adoption
11/16/2021	Final County Plan Adopted	County Holds Public Hearing and Adopts final County Plan
11/18/2021		County and Municipal Clerks publish Type A Notice
12/1/2021		County Nomination Papers Available for 2022 Spring Election