

TOWN OF NEENAH TOWN BOARD
Meeting Agenda

DATE: Monday, July 24, 2023
TIME: 7:00 pm
LOCATION: 1600 Breezewood Lane

The meeting will also be offered virtually via ZOOM.

Meeting ID : 891 4939 3233 Passcode: 151843 Phone (312) 626-6799

[Zoom Link: https://us02web.zoom.us/j/89149393233?pwd=YkV3M0xDSzhhWkFRMIJTeXErNGNIdz09](https://us02web.zoom.us/j/89149393233?pwd=YkV3M0xDSzhhWkFRMIJTeXErNGNIdz09)

TOWN BOARD MEETING

1. CALL TO ORDER TOWN BOARD
2. APPROVE MINUTES
July 10, 2023 Town Board Meeting
3. PUBLIC FORUM
4. PUBLIC FORUM FOR RECOGNIZED MUNICIPAL AND COUNTY OFFICIALS
5. CORRESPONDENCES
 - a. None
6. DISCUSSION / ACTION
 - a. Approve Vouchers, Payroll and Bank Transactions July 24, 2023.
 - b. Investment Portfolio Review presented by Tami Olszewski from Ehlers Public Finance Advisors.
 - c. Semi-Annual Update by Fire Inspector Jerry Mavroff.
 - d. Resolution 2023-17 Resolution Authorizing Application to the Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant Programs.
 - e. Resolution 2023-16 Certified Survey Map, Vassar Lane
Applicant: St Pierre, Ellen
Location of Premises Affected: 507 Vassar Ln, Neenah, WI 54956
Tax Parcel No: 010-010031502
 - f. Approve Aberdeen Consulting Contract beginning August 1, 2023 expiring July 31, 2026 in the amount of \$8,400 annually based on current number of devices.
 - g. Discussion regarding the Lease Agreement for rental of agricultural property located on north side of Oakridge Rd near Tullar Road, parcels 010-0218 and 010-02180603. Current lease expires December 31, 2023.
 - h. Discussion regarding Lease agreement for rental of town owned pole barn located near Oakridge Road, current lease expires October 31, 2023.
 - i. Discuss 2024 Budget schedule.
7. FUTURE AGENDA TOPICS AND MEETINGS
 - a. Fire Department Business Meeting Wednesday August 2, 2023 6:00 p.m.
 - b. Parks and Trails Committee Meeting, Monday August 7, 2023 6 :00 p.m. at Conservancy Park
 - c. Sanitary District #2 Commissioner Meeting, Tuesday August 8, 2023 7:00 p.m.
 - d. Next Regularly Scheduled Town Board Meeting, Monday August 14, 2023, at 7:00 p.m.
8. OLD BUSINESS
9. NEW BUSINESS
10. ADJOURN

Closed Session Contemplated: NO

Ellen Skerke, Administrator-Clerk-Treasurer
July 20, 2023

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 920-725-0916. 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 July 20, 2023 at www.townofneenah.com, Town of Neenah Municipal Building, 1600 Breezewood Lane.

TOWN OF NEENAH TOWN BOARD MEETING

July 10, 2023

Regular Meeting held at Town Hall, 1600 Breezewood Lane, Neenah, WI 54956 and offered via Zoom.

Present: Chairman Robert Schmeichel, Supervisor David Bluma, Supervisor Brooke Cardoza, Supervisor James Weiss, and Supervisor Thomas Wilde.

Also in Attendance: Jeremey Kwiatkowski, Steve Fleming, Penny Fleming Deputy Clerk-Treasurer Vicki Boushele, and Administrator-Clerk-Treasurer Ellen Skerke

Also in Attendance via Zoom: Carrie Sturn, Russ Meerdink

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

Approval of Minutes

Motion: B. Cardoza / D. Bluma to approve June 26, 2023 Town Board meeting minutes.

Motion carried 5:0:0.

Public Forum

- None

Public Forum for Recognized Municipal and County Officials

- None

Correspondences

- Fire Department Treasurers Reports May and June 2023
- Building Permit Report – June 2023
- Town and Stormwater Budget Status Report as of June 30, 2023.

Discussion/Action.

Vouchers Payroll and Bank Transactions

Approve Vouchers, Payroll and Bank Transactions July 10, 2023.

Motion: T. Wilde / J. Weiss to approve.

E. Skerke answered questions about several invoice to be paid.

Motion Carried 5:0:0.

Resolutions

Reconsider Resolution 2023-07 – Zoning Map Amendment for Hot Head Properties LLC, 1577 Deerwood Drive, Parcel 010-020303. Request to change zoning from current zoning B-3 Regional Business to I-1 Light Industrial Business District.

- R Schmeichel briefly reviewed the status of the zoning map application. The County Planning and Zoning Committee passed along the request for County Board approval, however it did not include the deed restriction that the Town of Neenah requested. Town of Neenah legal counsel advised that a deed restriction is an appropriate tool for the Town to use.
- D. Bluma noted that properties across the street are residentially zoned and he has concerns with I-1 zoning with no restrictions for future use.
- Steve Fleming, property owner of 1577 Deerwood Drive stated that the deed restriction will hamstring for future sale of the property, the Town did not sufficiently define outside storage and neighboring properties have all sorts of outside stuff, weeds in parking lot, pallets, bins of concrete.
- B. Cardoza suggested that the Town Board narrow down what the real concern is and address that.

- T. Wilde stated he introduced this idea in an attempt to ensure we do not get more of that type of outside storage, old cars and junk. The Town's attorney suggested the deed restriction.
- General discussion about the situation and potential solutions.
- R. Schmeichel stated that until the Town received definition from the County, this item will not be resolved at the Town level. He adjourned the item until we hear back from the County.

Reconsider No Parking Ordinance on South Park Avenue near Mahler Park, discussion to include event parking options.

- D. Bluma explained that the Parks and Trails Committee would like to reconsider the parking restrictions on South Park Avenue to provide temporary event parking. He further discussed a letter that the Parks and Trails Committee received from a neighbor offering potential solutions to the parking concerns for events at Mahler Park.
- Options include keeping the No Parking signs and putting up Temporary Parking on one side of the street for special event; changing the No Parking Signs to read Event Parking only.
- T. Wilde stated enforcement of the existing No Parking ordinance is necessary. Parking should not be permitted, and it will be difficult to allow sometimes and not other times.
- R. Schmeichel stated the No Parking ordinance was put in place for safety concerns. Those concerns have not changed.
- The Town Board allowed Russ Meerdink to speak. R, Meerdink summarized his thoughts regarding parking for events, it should not be viewed as a problem. When there are vehicles parked on both sides of the street, it slows down traffic, in his opinion this does not pose a safety concern. He believes event parking should be permitted with the proper signage to provide caution regarding the steep ditches. He is not aware of any accidents along that stretch of South Park Avenue as a result of street parking, and the neighbors are not complaining.
- General Consensus is the Town Board is not in favor of making any changes to the parking restrictions on South Park Avenue.
- No further action taken

Liquor and Tobacco

Approve Applications for Operator's Licenses Bhojraj Baral and Laxmi Bhattarai Baral expiring June 30, 2025

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

Motion Carried 5:0:0.

Future Agenda Topics and Meetings

- Sanitary District #2 Commissioners Meeting, Tuesday July 11, 2023 at 7:00 p.m.
- Fire Department Business Meeting, Wednesday July 12, 2023 at 6:00 p.m.
- Plan Commission Meeting, Monday July 17, 2023 at 7:00 p.m.
- Next Regularly Scheduled Town Board Meeting, Monday July 24, 2023, at 7:00 p.m.

Old Business

- J. Weiss inquired the status of the Ordinance Review. E. Skerke stated the holdup was on her end. She needs to commit time to completing the project.
- J. Weiss inquired about the status of Michael Avenue and Rocket Way once the School District construction is completed and the temporary fence is removed. R. Schmeichel stated that he wants to talk to the Fire Department, both Town and Village to discuss what should be installed and how emergency vehicles will access school property. E. Skerke to follow up with Matt Parmentier regarding the previous request for a written agreement with the School District re

New Business

- E. Skerke stated that Tower Point sent an email with a Letter of Intent to buy out the Cell Tower Lease Agreement. She will forward to the Town Board for their review.

Adjourn Meeting

Motion: B. Cardoza / D. Bluma to adjourn. Motion carried. Meeting adjourned at 8:05 p.m.

Respectfully submitted,



Ellen Skerke
Administrator-Clerk-Treasurer

Approved: DRAFT Pending Approval

Voucher List Authorization July 24, 2023

Bank Transfer (Transaction List)

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Reason</u>
7/25/2023	General MM	Checking	\$ 143,000.00	7-24-2023 Vouchers

Check Details:

Accounts Payable: \$ 142,045.77

Notification of New Vendors

Gene Frederickson Trucking & Excavating	Raze property
Quents Service Center	Fire Truck repairs
Simple Sign	Signs for Parks and Trails

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

Deposit Detail

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

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

Account Balances as of July 25, 2023 - after requested transfers per this Voucher List

	PROSPERA CU	Prospera CD	BNY Mellon - Pershing	Total
Checking	\$ 6,026	\$ -		
Membership account	\$ 25	\$ -		
General MM	\$ 247,567	\$ 514,599	\$ 757,095	\$ 1,519,261
Taxes Collected	\$ 9,556	\$ 250,000		
Impact Fee	\$ 8,011	\$ -		
Tullar Rd Fund	\$ 35,175	\$ -		
Storm Water	\$ 394,260	\$ 254,866	\$ 503,515	\$ 1,152,641
TOTAL	\$ 700,620	\$ 1,019,465	\$ 1,260,610	

GRAND TOTAL	\$ 2,980,695
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Note: General Town funds includes \$369,166 in ARPA Funds.

July 24, 2023 - the 2 CD's at Prospera Credit Union are at maturity

_____ Schmeichel _____ Bluma _____ Cardoza _____ Weiss _____ Wilde

10:34 AM
07/21/23

Town of Neenah
Check Detail
July 25, 2023

Accounts Payable

\$ 142,045.77

Date	Num	Name	Memo	Account	Paid Amou...
07/25/2023	28398	Aberdean Consult...		11010-1 · Checking - Prospera ...	
07/24/2023	68031		Support Call	51420-4 · Office Expenses	-112.50
TOTAL					-112.50
07/25/2023	28399	BP Neenah Stand...	52210-4	11010-1 · Checking - Prospera ...	
07/24/2023	Jun 2023			52210-4 · Fire Dept. Fuel	-212.82
TOTAL					-212.82
07/25/2023	28400	Cowling Property ...		11010-1 · Checking - Prospera ...	
07/24/2023	4357		June installment #2 of 6 June 2023	55200-1 · Parks - Cowling Proper... 55300-5 · CPM - Admin Services	-6,766.67 -145.00
			move mulch, sod and w... replace womens restro...	55300-3 · Parks - CPM Dog Stati... 55300-1 · Parks - CPM additional... 55300-1 · Parks - CPM additional... 55300-4 · Parks - CPM Restroom... 53640-0 · Weed Control Expenses	-429.00 -2,626.00 -56.00 -620.00 -925.00
TOTAL					-11,567.67
07/25/2023	28401	Dempsey Law Fir...		11010-1 · Checking - Prospera ...	
07/24/2023	Jun 2023		Woodenshoe nuisance	51300-0 · Legal Services	-1,595.35
07/24/2023	21703.0...		general services	51300-0 · Legal Services	-405.00
			meadow lane	51300-0 · Legal Services	-486.00
			meeting	51300-0 · Legal Services	-280.00
			NJSD - Michael Ave	51300-0 · Legal Services	-162.00
			nuisance - new	51300-0 · Legal Services	-81.00
			tanguay	51300-0 · Legal Services	-54.00
			zoning issue	51300-0 · Legal Services	-405.00
TOTAL					-3,468.35
07/25/2023	28402	Fire Apparatus & ...		11010-1 · Checking - Prospera ...	
07/24/2023	24649			52210-2 · Fire Dept. Vehicle Rep...	-13,043.56
07/24/2023	24315			52210-2 · Fire Dept. Vehicle Rep...	-495.51
TOTAL					-13,539.07
07/25/2023	28403	Gene Frederickso...		11010-1 · Checking - Prospera ...	
07/24/2023	32507		Meadow Ln 912	53640-1 · Razing Expenses	-29,216.00
TOTAL					-29,216.00
07/25/2023	28404	Harters Fox Valley...		11010-1 · Checking - Prospera ...	
07/24/2023	419688			53634-0 · Garbage Collection Ex... 53635-0 · Recycling	-13,352.04 -4,184.70
07/24/2023	419693		Keating Franzoi Mahler	55200-6 · Parks - Harter's - Trash 55200-6 · Parks - Harter's - Trash 55200-6 · Parks - Harter's - Trash	-18.00 -36.00 -710.52
TOTAL					-18,301.26

Town of Neenah
Check Detail
 July 25, 2023

Date	Num	Name	Memo	Account	Paid Amou...
07/25/2023	28405	Lange Enterprises...		11010-1 · Checking - Prospera ...	
07/24/2023	84138		3 address signs	52215-1 · 911 Signs - Expenses	-98.66
TOTAL					-98.66
07/25/2023	28406	McMahon Associa...		11010-1 · Checking - Prospera ...	
07/24/2023	801439			53314-9 · Hwy - Oakridge Rd - M...	-19,206.80
07/24/2023	801440			53314-4 · Hwy -Larsen Rd - McM...	-8,371.19
TOTAL					-27,577.99
07/25/2023	28407	Outdoor Independ...		11010-1 · Checking - Prospera ...	
07/24/2023	1625		Franzoi	53311-2 · Hwy Exp - Maintenanc...	-399.00
TOTAL					-399.00
07/25/2023	28408	Quent's Service C...		11010-1 · Checking - Prospera ...	
07/24/2023	44587		E239 oil manifold gas...	52210-2 · Fire Dept. Vehicle Rep...	-974.09
TOTAL					-974.09
07/25/2023	28409	Sanitary District #2	24510-0	11010-1 · Checking - Prospera ...	
07/24/2023	24724		Mahler	55200-0 · Parks - Sanitary User F...	-2,640.00
07/24/2023	24725		Franzoi	55200-0 · Parks - Sanitary User F...	-2,640.00
07/24/2023	24726		Keating	55200-0 · Parks - Sanitary User F...	-1,320.00
TOTAL					-6,600.00
07/25/2023	28410	Smart Sign Store		11010-1 · Checking - Prospera ...	
07/24/2023	28409		Wildlife crossing, securi...	55200-3 · Parks - Supplies & Mai...	-233.54
TOTAL					-233.54
07/25/2023	28411	Staples Advantage		11010-1 · Checking - Prospera ...	
07/24/2023	807086...			51420-4 · Office Expenses	-142.03
TOTAL					-142.03
07/25/2023	28412	The Horton Group...	51938-0	11010-1 · Checking - Prospera ...	
07/24/2023	106522		General Policy	51938-0 · Insurance	-15,420.00
			Accident and Sickness	51938-0 · Insurance	-1,787.00
TOTAL					-17,207.00
07/25/2023	28413	Village of Fox Cro...		11010-1 · Checking - Prospera ...	
07/24/2023	14753		temp signal lights - sha...	53311-7 · Highway Projects	-490.32
TOTAL					-490.32

Town of Neenah
Check Detail
 July 25, 2023

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amou...</u>
07/25/2023	28414	WE Energies		11010-1 · Checking - Prospera ...	
07/24/2023	464863...			55200-7 · Parks - WE Energies	-126.61
				53420-0 · Street Lighting - All Ele...	-244.11
				53420-0 · Street Lighting - All Ele...	-1,606.81
				55200-8 · Conservancy Park Exp...	-311.51
				55200-7 · Parks - WE Energies	-52.18
				51420-8 · MB Utilities	-280.65
TOTAL					-2,621.87
07/25/2023	28415	Winnebago Cty. T...		11010-1 · Checking - Prospera ...	
07/24/2023	25618			53311-2 · Hwy Exp - Maintenanc...	-5,335.80
				6-57200 · Stormwater Drainage ...	-3,947.80
TOTAL					-9,283.60

RESOLUTION NO. 2023-17

**COMBINED AUTHORIZING RESOLUTION FOR
URBAN FORESTRY GRANT AND
URBAN FORESTRY CATASTROPHIC STORM GRANT PROGRAMS**

WHEREAS, the Town of Neenah is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.; and

WHEREAS, the Town of Neenah attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the Town of Neenah requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, the Town of Neenah, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the Town of Neenah will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers Town Administrator-Clerk-Treasurer and Town of Neenah Parks and Trails Committee Chair, its officials or employees, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

Adopted this 24th day of July, 2023.

TOWN OF NEENAH

By:

Robert E. Schmeichel
Town Chairman

Attest: I hereby certify that the foregoing resolution was duly adopted by Town of Neenah Board of Supervisors at a legal meeting on the 24th day of July , 2023.

Ellen Skerke
Town Administrator-Clerk-Treasurer

Date

MEMORANDUM

To: Town Board
From: Ellen Skerke, Administrator-Clerk-Treasurer
Date: July 20, 2023
Memo: Urban Forestry Grant – Resolution 2023-17

The Wisconsin Department of Natural Resources offers Urban Forestry Grants to local municipalities. The grant program has three categories: Regular Grants, Startup Grants and Catastrophic Storm Grants.

Parks and Trails Committee Chair Tom Jankowski has been doing a great deal of research into this program. Tom and Vicki met with a DNR representative earlier this year to discuss the program and the Town of Neenah's parks. The DNR representative encouraged Tom to apply for the startup grant.

Attached is some information pulled from the DNR website about the grant program, additional information and the grant application can be found at <https://dnr.wisconsin.gov/topic/urbanforests/grants>

The startup grant is a 50/50 reimbursement program with a cost range of \$1,000 - \$5,000. (Total project cost range \$2,000 - \$10,000)

Resolution 2023-17 is giving the Parks and Trails committee authorization to apply for a 2024 startup grant. The Resolution is tailored from a sample resolution provided by the DNR and with DNR's encouragement it is a combined authorizing resolution. In the DNR's words *"It allows the Authorized Representative to submit both Urban Forestry and/or Urban Forestry Catastrophic Storm grant applications. This is strongly recommended, so that, if a catastrophic storm event occurs and the Governor declares a State of Emergency in the applicant's county, then the applicant's Authorized Representative already has the authority to apply for an Urban Forestry Catastrophic Storm grant."*

The Parks and Trails Committee's goal is to apply for the full grant amount of \$5,000 every year for the next three years. Following the start up grant cycle, the Town would be eligible to apply in the regular grant program. The grant program and requests do not have to be limited to the Park properties, the scope could be broadened to include Town road right-of ways as the program progresses.

The Parks and Trails Committee is respectfully requesting that the Town Board support this initiative to improve the urban forestation in the Town Parks and ultimately the Town of Neenah as a whole.

URBAN FORESTRY GRANTS

The Wisconsin Department of Natural Resources offers urban forestry grants to cities, villages, towns, counties, tribes and 501(c)(3) nonprofit organizations in or conducting projects in Wisconsin. These grants fall into three categories: regular grants, startup grants and catastrophic storm grants.

REGULAR GRANTS

[Regular grants](#) are competitive cost-share grants of up to \$25,000. Grants are to support new, innovative projects that will develop sustainable urban and community forestry programs, not to subsidize routine forestry activities.

Applications for 2024 will be accepted from June 30, 2023 through October 2, 2023.

STARTUP GRANTS

[Startup grants](#) are competitive cost-share grants of up to \$5,000. These simplified grants are available to communities that want to start or restart an urban forestry program.

Applications for 2024 will be accepted from June 30, 2023 through October 2, 2023.

CATASTROPHIC STORM GRANTS

[Catastrophic storm grants](#) fund tree repair, removal or replacement within urban areas following a catastrophic storm event for which the governor has declared a state of emergency under s. 323.10, Wis. Stats.

Applications are not being taken at this time.

URBAN FORESTRY STARTUP GRANTS

Urban forestry startup grants support small projects focused on initial steps in community tree care and management. A long-term goal for applicants should be development of a sustained community tree management program.

ABOUT

Grants range from \$1,000 to \$5,000 and require a 50–50 match (total project cost range is \$2,000 to \$10,000).

The project sponsor must initially fund 100% of project costs with cash, in-kind contributions and/or donations. Upon completion, the project sponsor requests reimbursement for 50% of eligible costs (501(c)(3) nonprofit organizations may request an advance when a grant is awarded).

Only one startup grant may be awarded to an applicant per year.

Projects begin Jan. 1 and must be completed within one calendar year.

WHO MAY APPLY

Cities, villages, towns, counties, tribes and 501(c)(3) nonprofit organizations who meet two or more of the following conditions:

- Starting, or recently started, a community-wide tree care program.
- Resuming tree care and management activities that were once a regular community-wide program that ended.
- Community tree care (planting, pruning, removal) by staff or contractors is infrequently performed.
- Involvement and support for community trees and their care by boards/committees, elected officials, organizations and/or residents is low to non-existent.
- There are no trained staff, contractors or volunteers authorized to handle, advise or oversee community tree care and management.

A maximum of three urban forestry startup grants may be awarded to an applicant within the lifetime of the startup grant program. To be eligible for a third startup grant, an applicant must either: a) have an existing tree inventory; or b) use the grant process to complete one.

ELIGIBLE PROJECTS AND COSTS

Projects must relate to community tree management, maintenance or education within Wisconsin cities, villages or other areas of concentrated development.

Projects by 501(c)(3) organizations must focus on their community's trees.

Projects may consist of **no more than three** of the following eight components:

- tree planting;
- tree pruning;
- tree removal;
- tree inventory;
- insect and disease treatment;
- staff training;
- urban forestry management plan; and
- information/education/outreach (may include forming a tree board, writing a tree ordinance, staff and/or volunteer training, or improving awareness of the importance of community trees and their management).

Eligible costs are those necessary for completing the project and incurred during the project period. Costs must be documented, reasonable and consistent with the project scope. Examples include:

- salaries and fringe benefits of people working directly on the project;
- cost of services, supplies, equipment or facilities used on the project; and
- value of labor, services, supplies, equipment or facilities donated to the project by third parties.

HOW TO APPLY

Review the [urban forestry grant application guide \[PDF\]](#) for more details.

- Obtain a resolution from your governing body designating a representative to file the application and handle all grant actions on behalf of the applicant.
 - [Sample Resolution \[doc\]](#)
- Complete application form [8700-298 \[PDF\]](#).
- 501(c)(3) organizations must include a copy of their constitution, bylaws or articles of incorporation, unless already on file with the DNR urban forestry program.

Many current browsers do not open PDF forms properly. Follow the instructions below to open the forms on this page.

1. From a desktop computer, download the PDF form (right-click on the link, then select "Save link as" or "Save target as").
2. Make a note of the file location and file name so you can access the file from your device. Do not double-click the file.
3. Open the Adobe Reader software then select "File > Open" then browse to the PDF file you saved on your device.

See [PDF help](#) for additional information.

Submit your application and authorizing resolution by electronic format (preferred).

- **Print**
Review, edit if needed and file.
- **Save**
File name should represent organization name and urban forestry grant year.
- **Submit by email**
You will be given the opportunity to edit the message and provide attachments to an email addressed to DNRUrbanForestryGrants@wisconsin.gov.

Or, you can mail hard copies or fax to:

Wisconsin Department of Natural Resources
Urban Forestry Grants
518 West Somo Ave
Tomahawk, WI 54487

Applications must be sent or postmarked by **11:59 p.m., Oct. 2.**

**TOWN OF NEENAH
WINNEBAGO COUNTY, WISCONSIN
RESOLUTION 2023-16**

**RESOLUTION APPROVING CERTIFIED SURVEY MAP
FOR 507 VASSAR LANE
WINNEBAGO COUNTY PLANNING AND ZONING CSM Log # 6308**

WHEREAS, Winnebago County Planning and Zoning submitted CSM Log # 6308 for Town review, as attached as Exhibit 1; and

WHEREAS, on July 17, 2023, the Town of Neenah Plan Commission held a meeting on a Certified Survey Map (CSM) filed by MArtenson& Eisle, Inc. on behalf of property owners Ellen St. Pierre to create to create two lots as described on the attached CSM in the Town of Neenah, Winnebago County Planning and Zoning CSM Log # 6308; and

WHEREAS, at the meeting, the Plan Commission recommended approval of the above mentioned CSM; and

NOW THEREFORE BE IT RESOLVED that the Town Board approves the CSM for 507 Vassar Lane, County Planning and Zoning CSM Log # 6308.

FURTHER RESOLVED that The Town Chairman and Town Administrator-Clerk-Treasurer are authorized to sign the above mentioned CSM.

Dated this 24th day of July 2023.

TOWN OF NEENAH

By:

Robert Schmeichel,
Town Chairperson

Attest:

Ellen Skerke,
Town Administrator-Clerk-Treasurer

TOWN OF NEENAH PLAN COMMISSION MEETING

Monday, July 17, 2023

Held at Town of Neenah Municipal Building, 1600 Breezewood Lane and offered via Zoom.

Present for Plan Commission: Commissioner Jody Andres, Commissioner Russ Meerdink, and Commissioner Don Nussbaum.**Present Via Zoom:** Commissioner Brett Armstrong, Commissioner Joshua Lautenschlager**Excused:** Plan Commission Chair Pete Weyenberg.**Also Present:** Ellen St. Pierre, Town Board Supervisor James Weiss, Carrie Sturn (via Zoom) and Administrator-Clerk-Treasurer Ellen Skerke.

In the absence of Plan Commission Chair Pete Weyenberg, E. Skerke called the meeting to order at 7:00 p.m. and asked for a motion to appoint a Chair for this meeting.

Motion: D. Nussbaum / R. Meerdink to appoint Jody Andres as Plan Commission Chair for the meeting.

Motion carried.

Jody Andres took over as Chair. Pledge of Allegiance was recited.

Public Forum

- None

Approve June 19, 2023 Plan Commission Meeting Minutes**Motion:** D. Nussbaum / J. Lautenschlager to approve with minor correction.

Motion carried by voice vote. R. Meerdink abstained.

Input/Discussion/Action**Certified Survey Map***Resolution 2023-16 – Certified Survey Map, Vassar Lane**Applicant: St Pierre, Ellen**Location of Premises Affected: 507 Vassar Ln, Neenah, WI 54956**Tax Parcel No: 010-010031502*

- Ellen St. Pierre, 507 Vassar Lane spoke about the Certified Survey Map for her property. She owns 5+ acres and wants to break off a 1-acre parcel to sell to a family member for a home.
- R. Meerdink inquired if the parcel was outside of the City growth area, E. Skerke confirmed, yews, the property is in Town growth.
- J. Andres noted that there may be a requirement to rezone the property from agriculture to residential because each new parcel will fall below 5 acres in size. E. St Pierre will follow up with County Zoning on this question.

Motion: D. Nussbaum / R. Meerdink to approve.

Motion carried by voice vote.

Old Business

- E. Skerke gave a brief update on the Hothead Properties Zoning Amendment issue. Winnebago County Board of Supervisors sent the item back to County Planning and Zoning. The Town is waiting for County Planning and Zoning to send it back to the Town for further action.

New Business

- None

Next regularly scheduled Plan Commission Meeting, pending agenda items, Monday August 21, 2023 at 7:00 p.m., pending agenda items. Currently there are no Agenda items for August,

Adjourn

Motion: R. Meerdink / D. Nussbaum to adjourn
Motion carried. Meeting Adjourned at 7:08 pm

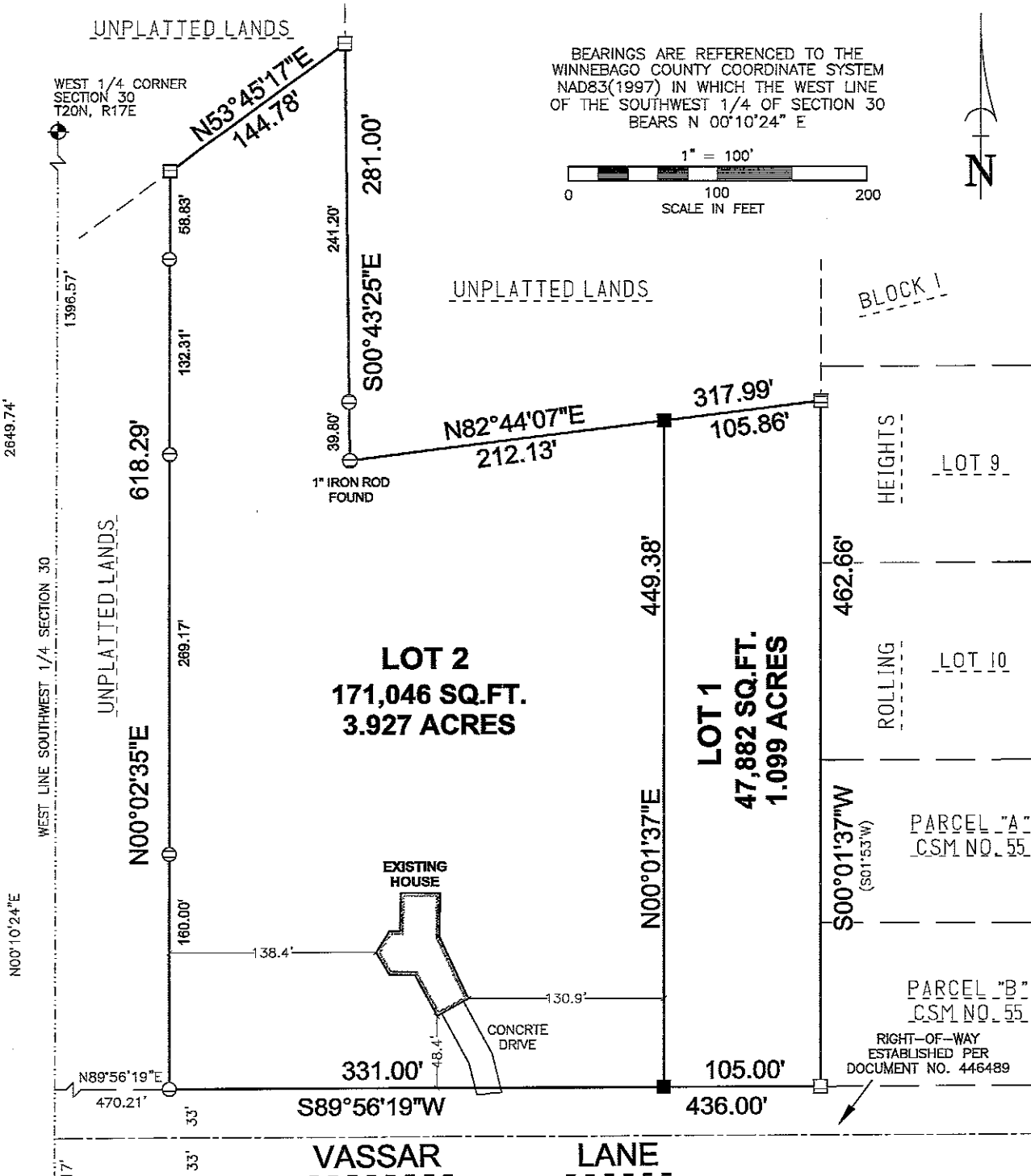
Respectfully submitted,



Ellen Skerke
Administrator-Clerk-Treasurer

Approved: DRAFT – Pending Approval

CERTIFIED SURVEY MAP NO. _____
 PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF
 SECTION THIRTY (30), TOWNSHIP TWENTY (20) NORTH,
 RANGE SEVENTEEN (17) EAST, TOWN OF NEENAH,
 WINNEBAGO COUNTY, WISCONSIN.



BEARINGS ARE REFERENCED TO THE
 WINNEBAGO COUNTY COORDINATE SYSTEM
 NAD83(1997) IN WHICH THE WEST LINE
 OF THE SOUTHWEST 1/4 OF SECTION 30
 BEARS N 00°10'24" E

1" = 100'
 0 100 200
 SCALE IN FEET



- LEGEND**
- 1" O.D. IRON PIPE SET, 18" LONG, WEIGHING 1.130 LBS. PER LIN. FOOT
 - 3/4" IRON ROD FOUND
 - 1" O.D. IRON PIPE FOUND
 - ⊕ GOVERNMENT MONUMENT
 - () PREVIOUSLY RECORDED AS

Martenson & Eisele, Inc.



1377 Midway Road
 Menasha, WI 54952
 www.martenson-eisele.com
 info@martenson-eisele.com
 920.731.0381 1.800.236.0381

Planning
 Environmental
 Surveying
 Engineering
 Architecture

SURVEY FOR:
 ELLEN A. ST. PIERRE
 507 VASSAR LANE
 NEENAH, WI 54956-3532

PROJECT NO. 1-1804-001
 FILE 1-1804-001CSM SHEET 1 OF 3
 THIS INSTRUMENT WAS DRAFTED BY: G.SMITH

CERTIFIED SURVEY MAP NO. _____

**PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION THIRTY (30),
TOWNSHIP TWENTY (20) NORTH, RANGE SEVENTEEN (17) EAST, TOWN OF NEENAH,
WINNEBAGO COUNTY, WISCONSIN.**

SURVEYOR'S CERTIFICATE:

I, MICHAEL L. ROUBAL, LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, MAPPED, AND DIVIDED AT THE DIRECTION OF ELLEN A. ST. PIERRE, THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4, SECTION 30, TOWNSHIP 20 NORTH, RANGE 17 EAST, TOWN OF NEENAH, WINNEBAGO COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 10 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 1253.17 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS EAST ALONG THE NORTH RIGHT-OF-WAY OF VASSAR LANE, A DISTANCE OF 470.21 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 02 MINUTES 35 SECONDS EAST, A DISTANCE OF 618.29 FEET; THENCE NORTH 53 DEGREES 45 MINUTES 17 SECONDS EAST, A DISTANCE OF 144.78 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 25 SECONDS EAST, A DISTANCE OF 281.00 FEET; THENCE NORTH 82 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 317.99 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF ROLLING HEIGHTS SUBDIVISION AND LOTS "A" AND "B" OF CERTIFIED SURVEY MAP NUMBER 55, A DISTANCE OF 462.66 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY OF VASSAR LANE, A DISTANCE OF 436.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 218,928 SQUARE FEET [5.027 ACRES] SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE FULLY COMPLIED WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND WITH THE TOWN OF NEENAH AND WINNEBAGO COUNTY SUBDIVISION ORDINANCE IN SURVEYING, MAPPING AND DIVIDING THE SAME.

THAT THIS MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE COMBINATION THEREOF.

GIVEN UNDER MY HAND THIS 26TH DAY OF JUNE, 2023.

MICHAEL L. ROUBAL, REG. WI LAND SURVEYOR S-2442

THIS CERTIFIED SURVEY MAP IS CONTAINED WHOLLY WITHIN THE PROPERTY DESCRIBED IN THE FOLLOWING RECORDED INSTRUMENTS

OWNERS OF RECORD:
ELLEN A. ST. PIERRE

RECORDING INFORMATION:
DOCUMENT NO. 1846251

PARCEL NUMBERS:
010031502

CITY OF NEENAH EXTRA TERRITORIAL APPROVAL:

THIS CERTIFIED SURVEY MAP WAS APPROVED BY THE CITY OF NEENAH.

DATED THIS _____ DAY OF _____, 2023.

CITY CLERK

CERTIFIED SURVEY MAP NO. _____

PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION THIRTY (30),
TOWNSHIP TWENTY (20) NORTH, RANGE SEVENTEEN (17) EAST, TOWN OF NEENAH,
WINNEBAGO COUNTY, WISCONSIN.

OWNERS CERTIFICATE:

AS OWNER I, THE UNDERSIGNED, HEREBY CERTIFY THAT WE CAUSED THE LAND ABOVE DESCRIBED TO BE SURVEYED, MAPPED AND DIVIDED AS SHOWN AND REPRESENTED ON THIS MAP.

DATED THIS _____ DAY OF _____, 2023.

ELLEN A. ST. PIERRE

STATE OF WISCONSIN)
)SS
WINNEBAGO COUNTY)

PERSONALLY CAME BEFORE ME ON THE _____ DAY OF _____, 2023, THE ABOVE OWNER TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION (IS PERMANENT) (EXPIRES: _____)

TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS SHOWN HEREON.

TOWN TREASURER DATE COUNTY TREASURER DATE

TOWN BOARD APPROVAL:

THIS CERTIFIED SURVEY MAP IN THE TOWN OF NEENAH, IS HEREBY APPROVED AS SURVEYED AND MAPPED BY THE TOWN BOARD OF THE TOWN OF NEENAH, WINNEBAGO COUNTY, WISCONSIN.

DATED THIS _____ DAY OF _____, 2023.

TOWN CHAIRPERSON TOWN CLERK

CERTIFICATE OF PLANNING AND ZONING COMMITTEE:

PURSUANT TO THE LAND SUBDIVISION REGULATIONS OF THE COUNTY OF WINNEBAGO, WISCONSIN, ALL THE REQUIREMENTS FOR APPROVAL HAVE BEEN FULFILLED. THIS MINOR SUBDIVISION WAS APPROVED BY THE WINNEBAGO COUNTY PLANNING AND ZONING COMMITTEE

ON _____ DAY OF _____, 2023.

CHAIRMAN, PLANNING AND ZONING COMMITTEE

To: Town Board
From: Ellen Skerke, Administrator-Clerk-Treasurer
Date: July 20, 2023
Memo: Aberdeen Consulting Contract

The Town has been using Aberdeen Consulting for our IT support since July 2020 when we signed a three-year contract for services. Attached is the renewal contract effective August 1, 2023 – July 31, 2026.

Aberdeen Consulting is changing their fee structure by moving to a monthly “Standard Care” service. The Standard Care service includes items we have been paying for including maintenance, managed NAS, Firewall, wireless network, windows server management and a regular back up system. New to the Standard Care service is unlimited service desk support (in normal business hours). We have been paying for this on a per call basis at a rate of \$150 per hour. The Standard Care service Includes device set up as we upgrade devices; the cost of the device is separate and new initiates would be separate, such as adding on security cameras.

Monthly services also include System Security & Monitoring (SSM) which is licensing and monitoring for computer security and Office365 (O365) for our emails.

The total monthly cost for 7 devices / 9 email addresses will be \$700 per month, \$8,400 annually. This price will change if we add devices, email accounts, or upgrade an email address to Business Premium.

The number of devices is reasonable, it includes Ellen, Vicki, Duane (volunteer for newsletters and website), Office laptop, Dan Osero laptop, Fire Department general computer and Fire Department general remote access. 9 email addresses include 3 Business premium: Ellen, Vicki, and Duane. 6 Business Basic including 5 Town Board and Fire Chief.

In 2022, we paid \$8,120.53 for their services and to date through June 30, 2023 we have paid \$3,999.52. I believe \$8,400 is reasonable.

I have been very happy with their services, they are responsive, efficient, and knowledgeable. Our systems are up to date , backed up and secure with very little interaction on my part.

I recommend approval of the three-year contract for services with Aberdeen Consulting.

Prepared for:
Ellen Skerke
(920) 850-6321
eskerke@tn.neenah.wi.gov

Town of Neenah
Managed Services Agreement 36 Month (Standard
Care)
Quote # 1004757, Version # 1
Expiration Date: 08/31/2023



YOUR IT PERFORMANCE PARTNER

Managed Services | Management & Governance
Data Protection & Recovery | Cloud Services
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CHOICE AWARD

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ABERDEAN.COM | 608.204.9620

595 Science Drive - Suite D | University Research Park | Madison, WI 53711

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Monday, July 17, 2023

Town of Neenah
Ellen Skerke
1600 Breezewood Ln
Neenah, WI 54956
eskerke@tn.neenah.wi.gov

Dear Ellen,

**Aberdean Consulting LLC
Managed Services Agreement**

Client Name	Town of Neenah
Effective Date	Aug 1, 2023
Initial Term (in months)	36 Months

This Managed Services Agreement ("Agreement") is by and between Aberdean Consulting LLC ("Aberdean") and Town of Neenah ("Client") and is effective on 8/1/2023 ("Effective Date"). The parties agree as follows:

1. **Services.** In consideration of the fees described in this Agreement, the quotation ("Quote") and in any executed project work orders (the Quote and/or project work order are individually and collectively the "Order"), Aberdean shall provide the managed services described in such Order ("Services"). Services may be performed onsite, remotely, or over the phone, as determined by Aberdean in consultation with Client.
2. **Service Hours.** Services are performed during Aberdean's standard business hours of 8:00 AM - 5:00 PM Central, Monday through Friday, excluding Aberdean holidays. Aberdean may perform Services outside of Aberdean's standard business hours at Client's request, and in such case, additional charges may apply.
3. **Response Times.** Aberdean will make commercially reasonable efforts to respond to Client's requests for Services during Aberdean's standard business hours, within the following service level response times:

Classification	SLA Response	Impact	Report Method
Critical	Resource assigned and working on the issue within 15 minutes	Critical Business Functions impaired with an impact to many users (or a key person/key function) or an action that may be time sensitive.	Requires Client Phone Call
High	Resource assigned and working on the issue within 1-2 hours	A single Business Function is impaired with an impact to a few users or a key person.	Requires Client Phone Call
Medium	Resource assigned and working on the issue within 1-2 business days	Service is degraded, but the person reporting the issue is able to work, or has a viable work around to the issue.	Service Portal Ticket Request
Low	Resource assigned and working on the issue within 1-2	A request that is not time sensitive.	Service Portal Ticket Request

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	weeks		
Next Appointment	Resource assigned additional task for a future scheduled date	Low or No Impact. Client requests that Aberdeen look at during a future scheduled appointment.	Service Portal Ticket Request

a. Reaching Aberdeen's Support Staff. Client must contact Aberdeen's support staff using the following methods, as may be updated from time-to-time upon notice from Aberdeen:

Request Type	Phone Number	Client Actions
Standard Hours	608-204-9620	Standard office hours are 8:00 AM to 5:00 PM (Monday through Friday, excluding Aberdeen holiday). Critical Issues require a phone call and cannot be initiated with an email or service ticket.
Emergency - After Hours Service Expectations	608-204-9618	After Hours support is provided when the Client requests support by placing a phone call as detailed below. To receive a response after hours, Client is expected to leave a voice mail message in the Emergency Mailbox when prompted and provide a description of the issue and the best way to contact the Client about this issue. Aberdeen will make commercially reasonable efforts to respond to an after-hours Service request within 1 to 2 hours from the time Client's request was made via the voice mail message left by the Client in the Emergency Mailbox. Aberdeen's phone system initiates a notification process that includes auto-generated phone calls and text messages to Aberdeen's on call personnel to inform them of Client's issue and a prompt for them to listen to Client's voice message. If Client's request is not responded to by Aberdeen within 45 minutes, the phone system escalates the notification process to Aberdeen's Technical Team Lead and Managing Partner. Email is not an acceptable method when requesting after hours support as Aberdeen's email is not monitored after normal business hours.

a. Maintenance. Aberdeen's recommended, standard maintenance schedule for patching is monthly. At Client's request, Aberdeen may agree to provide maintenance at different intervals (e.g., bi-monthly), which may affect the price. Client understands and acknowledges that longer timeframes between scheduled maintenance may increase the risk of issues arising with Client's systems and network, and additional charges may apply if Aberdeen is required to perform additional Services that could have been avoided with a standard maintenance schedule. Client agrees to hold Aberdeen harmless for all damages and liabilities that arise to the extent caused by a non-standard maintenance schedule.

The word "CONVENTIONAL" is written in white, uppercase letters on a green background. To its right is a white double arrow pointing to the right. Above the text is a faint white outline of a computer monitor.The words "THE CLOUD" are written in white, uppercase letters on a blue background. To their left is a white double arrow pointing to the left. Above the text is a white outline of a cloud with an upward-pointing arrow inside it.

- b. **Project Audits.** At the conclusion of certain Services, Aberdeen may audit the particular Service project for the purpose of verifying Aberdeen's compliance with the applicable Order, in which Client will reasonably participate. The audit process and any related reports are Aberdeen's Confidential Information.
- c. **Exclusions.** The following are excluded from the Services unless expressly agreed to in a signed writing by both parties: (i) data backup and recovery; (ii) data hosting; (iii) data and network security and protection; (iv) facility security; (v) security of Client Materials; (vi) connectivity, internet, telecommunications or other cabling; (vii) training of Client personnel; and (viii) insurance.
- d. **Hardware Management.** As part of the Services, Aberdeen will develop and manage Client's computer hardware replacement schedule, based on the recommendations by the hardware manufacturer. Client is responsible for ensuring all computer hardware purchased meets the specifications provided by Aberdeen.
- e. **Ownership.** "Products" means software, hardware, documentation, cloud services, scripts, code, networks and other similar materials. As between the parties, Client owns and shall continue to own all right, title and interest in and to any Products, including all intellectual property rights therein, owned or licensed (from a third party) by Client ("Client Materials"). As between the parties, Aberdeen owns and shall continue to own all right, title and interest in and to any Products, including all intellectual property rights therein, owned or licensed (from a third party) by Aberdeen, its affiliates or its subcontractors ("Aberdeen Materials"). Nothing in this Agreement shall be construed as either party transferring ownership of its Products to the other party or to any third party.
- f. **Products.**
- g. **Products.** As part of the Services, Aberdeen may recommend that Client purchase, license and/or use certain Products. Client is solely responsible for purchasing or licensing the recommended Products at its sole cost and expense. In the event third-party Products are purchased or licensed by Client, Client shall execute and comply with any applicable third-party terms, conditions and licenses as required by such third party.

If Client purchases or licenses certain Aberdeen Materials, additional terms may apply. With respect to Aberdeen Materials that are software or cloud services, the following license terms shall apply unless otherwise stated in the applicable Order: Subject to Client's compliance with the applicable terms, Aberdeen provides a non-exclusive, non-transferable, terminable, limited license during the Term (unless another timeframe is agreed to in writing) for Client to use the applicable Aberdeen Materials solely for Client's internal business purposes. Aberdeen may replace any Aberdeen Materials, or components thereof, that are not working to Aberdeen's reasonable satisfaction, at Aberdeen's discretion.

With respect to any non-software/non-cloud Products sold by Aberdeen to Client, title to Products transfers to Client upon Client's payment in full and receipt of the Products, unless otherwise stated in the Order.

- h. **Use Restrictions.** Client shall not, nor permit any third party to, do any of the following with respect to any Aberdeen Materials (unless different terms are provided at such time): (a) decompile, reverse engineer, disassemble, reproduce, adapt, translate, distribute or modify the Aberdeen Materials, or attempt to derive or access the Aberdeen Materials' source code; (b) resell, lease, sublicense or otherwise transfer or make the Aberdeen Materials available to a third party; (c) incorporate or combine any of Client's or a third party's intellectual property with the Aberdeen Materials; (d) alter or remove any copyright or proprietary rights notices or legends appearing on or in the Aberdeen Materials; and (e) use the Aberdeen Materials for time sharing or as a service bureau.
- i. **Shipping; Installation; Risk of Loss.** Shipping and related insurance costs will be charged to Client, unless otherwise stated in the applicable Order.
- j. **Client Materials.** Client shall secure all necessary rights, licenses, consents and permissions necessary for Aberdeen to access and use the Client Materials to perform the Services hereunder. Client shall ensure that such licenses, consents and permissions are sufficient to protect Aberdeen from claims of intellectual property infringement or misappropriation. Client is responsible for maintaining all third party service contracts for the license, maintenance and support of the Client Materials.
- k. **Microsoft.** Client agrees to Aberdeen being the Partner of Record with Microsoft and accepts the terms of the Microsoft Customer Agreement found at: <https://www.microsoft.com/licensing/docs/customeragreement>
- l. **Client Responsibilities.**
 - a. **Two Factor Authentication.** Client shall promptly implement multi-factor authentication ("MFA") for all email and systems recommended by Aberdeen, including but not limited to all Microsoft Cloud Technologies.
 - b. **Access.** Client shall provide Aberdeen and its affiliates and subcontractors physical and remote access to Client's network, systems, Client Materials, and facilities (with sufficient space and resources), as reasonably requested by Aberdeen to perform the Services and at the times of day requested by Aberdeen. Client shall provide to Aberdeen all documentation as requested and required for Aberdeen to perform the Services.
 - c. **Cooperation.** Client shall reasonably cooperate with Aberdeen and provide all required approvals as necessary for Aberdeen to perform the Services. Client shall make available reasonably knowledgeable Client personnel who have authority to make decisions that affect the Services.

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- d. Cyber Insurance. Aberdeen recommends that Client maintain insurance, including cyber insurance, in amounts recommended by Client's insurance agent.
- e. Third-Party Vendors. Client may use other third-party vendors and service providers that provide services to Client, which may affect the Services provided by Aberdeen ("Third-Party Vendors"), such as software, internet, cloud, safety monitoring, wireless services, telecommunications, etc. Client shall only use reputable Third-Party Vendors that follow the published practices and guidelines in their industry specific to any Products that they support, deploy, configure or otherwise provide services regarding. Client understands and agrees that (i) Aberdeen is not responsible for the acts or omissions of Third-Party Vendors, and (ii) if Client requests that Aberdeen perform additional Services to rectify any work performed by a Third-Party Vendor, additional charges may apply. Client is solely responsible for pursuing claims against Third-Party Vendors that do not properly perform their work, including making claims against such Third-Party Vendor's insurance provider if extent possible. Client is solely responsible for addressing disputes with Third-Party Vendors.
- f. Consents and Notices. During the performance of the Services, if Aberdeen will have access to any information that can be used to identify a person ("Personal Information"), Client is solely responsible for securing all necessary consents or providing all necessary notices to the applicable individuals to whom the Personal Information relates, as required by applicable laws and industry standards.
- g. Security and Notifications. Unless expressly agreed otherwise in an Order, Client is solely responsible for safeguarding facility access, access to data, implementing and maintaining a security program, network security, and maintaining a business continuity plan. Client shall promptly notify Aberdeen in writing of any: (i) outages, interruptions, damages or other failures of Client's information technology infrastructure, including any Client Materials; (ii) known or suspected security or data breaches; and (iii) modification, installation or services performed on Client's network or to Client Materials.
- h. Client's Failure to Comply. If Client does not comply with any of its responsibilities set forth in this Agreement, or any recommendations made by Aberdeen to Client hereunder, then Client agrees that: (i) Aberdeen is relieved of its obligations to provide Services to the extent it is reasonably unable to do so; (ii) Client will hold Aberdeen harmless for all liabilities and damages that Client incurs to the extent caused by Client's failure to comply with its responsibilities or Aberdeen's recommendations, unless the liabilities or damages were caused by Aberdeen's negligence; and (iii) Client may incur additional charges for Aberdeen to perform the Services that attempt to correct or rectify any issues or damages that arise therefrom.
- m. Assumptions.
- n. Client agrees that the Order contains an accurate and complete description of the Services to be performed hereunder, and any additional services will be subject to additional fees and charges. Aberdeen does not provide backup services unless purchased by Client. There is a risk of data loss or corruption whenever changes are made to computer systems, including when malware remediation services are performed. Unless backup services are purchased by Client from Aberdeen, Client is solely responsible for making a complete backup of all relevant data prior to any Services performed under this Agreement. If the Services include Aberdeen performing a physical-to-virtual procedure to an existing network server that performs backup operations of Client's network, the backup process will be suspended during the conversion process.
- o. It is expected that there will be periods of downtime associated with network changes. Aberdeen will make commercially reasonable efforts to reduce the business impact of the downtime, but Client remains solely responsible for any work stoppage, data loss or other costs to cover. For example, during any mail server configuration, the delivery of email may be disrupted for up to 24 hours to allow internet DNS records to be updated allowing the delivery of mail to the new server.
- p. If Aberdeen detects any unforeseen issues when performing the Services (e.g., viruses or corrupt data files), additional fees may apply. Aberdeen will inform Client upon discovery of any unforeseen issues.
- q. Term and Termination.
- r. Term. This Agreement shall begin on the Effective Date and will continue for the initial term of months ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for periods of months (each a "Renewal Term") unless either party gives written notice to the other party at least thirty (30) days before the end of the then current Initial Term or Renewal Term, of its intention not to renew the Agreement. The Initial Term and any Renewal Terms are the "Term."
- s. Termination for Cause. A party may terminate this Agreement upon written notice to the other party in the event the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice identifying the breach.
- t. Termination for Convenience. Either party may terminate this Agreement with at least ninety (90) days prior written notice to the other party. If the Agreement is terminated before the end of the Term, then Client will pay a buyout fee of 50% of Aberdeen Consulting LLC fees for the remaining months of the Term of the Agreement.
- u. Suspension. Aberdeen may immediately suspend the Services if: (i) any payments are more than thirty (30) days past due; (ii) Aberdeen believes in good faith that the Services are or will violate applicable law; or (iii) if Aberdeen is not able to perform the

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Services due to Client's failure to comply with its obligations hereunder.

- v. **Effect of Termination.** At termination: (i) Aberdeen will stop performing the Services; (ii) Client shall promptly pay to Aberdeen all fees owed; (iii) all licenses provided by Aberdeen hereunder terminate; (iv) upon request each party shall return or destroy (whichever is requested) the other party's Confidential Information; and (v) if requested by the other party, the receiving party shall certify compliance with (iv) in writing. If the term of any Orders extend beyond the termination or expiration of this Agreement, this Agreement shall continue to apply only insofar as to continue to apply to surviving Orders. All terms and conditions herein that are intended to survive the termination or expiration of this Agreement shall so survive.

1. **Fees and Payment.**

2. **Account Acclimation Fees.** As compensation for performing Services, Client shall pay the one-time account acclimation fees up front, unless otherwise noted as recurring charges in the Order for the duration of the Agreement Term. Unless otherwise stated in the Order, account acclimation fees will be invoiced within thirty (30) days of the Effective Date, and are due net 15 days from the invoice date.
3. **Managed Services.** Client shall pay monthly recurring fees detailed in the Order or applicable invoice (quantity will vary as Client requirements change), due monthly in advance within net 15 days of the invoice date.
4. **Products.** Fees for Products are due upon receipt.
5. **Fee Changes.** Aberdeen reserves the right to increase fees on an annual basis on the anniversary date of the agreement after accounting for increases in the Consumer Price Index (CPI) or actual incurred operating costs during the preceding 12 months. These increases would not exceed 5%, and in some years, we may not increase fees based on economic considerations. The purpose of these increases is to ensure we remain competitive for technical talent, account for increases in cybersecurity insurance premiums and provide the quality of our service offerings. Any fee increases will be communicated to you via a note on your invoice during your agreement anniversary date.
6. **Project Estimates.** Project work and related fees are excluded from this Agreement unless otherwise stated in the applicable Order.
7. **Other Details.** Fees will be invoiced on the last day of the preceding month for which the Service will be provided. The quantity of devices and monthly fees detailed above will vary; and the monthly costs will increase or decrease as the quantity of devices CAP supported under this Agreement changes. Device or User CAP count changes will be pro-rated for the first month of Service. Companion devices (smartphone and non-Windows tablet computers) will not count against the device count totals unless specifically stated otherwise.

To secure payment of all sums owed hereunder, Aberdeen hereby retains a security interest in all goods delivered to Client by Aberdeen and this Agreement shall be deemed a Security Agreement under the Uniform Commercial Code, as adopted under applicable state law. Client authorizes Aberdeen Consulting, as its attorney-in-fact, to execute and file on Client's behalf all documents Aberdeen deems necessary or desirable to perfect Aberdeen's security interest. Aberdeen shall also have a security interest in, and lien upon, any property of Client in Aberdeen's possession as security for the payment of any amounts owed to Aberdeen by Client. Client shall not sell or transfer any property in which Aberdeen retains a security interest without the express prior written consent of Aberdeen. Aberdeen's security interest in goods delivered to Client will terminate upon the payment of all amounts owed hereunder.

- a. **Payment Remittance Address.** Client shall remit all payments to:

Accounts Receivable
595 Science Drive, Suite D
Madison, WI 53711

- a. **Taxes.** Fees set forth in this Agreement and in any Order do not include applicable taxes. Client is responsible for all payment of sales, use, excise and any other taxes imposed on the Services, except for taxes based on Aberdeen's income. If Client is tax exempt, Client will promptly provide Aberdeen a valid, tax exemption certificate.
- b. **Late Payments.** For any payments more than thirty (30) days past due, Aberdeen may assess late payment interest on past due amounts of the lesser of 1.5% per month, or 18% per annum, or the highest percentage permitted by applicable law, which shall accrue from the date payment is due until the date Aberdeen receives payment in full.
- c. "Confidential Information" means any confidential or proprietary information disclosed by or on behalf of Aberdeen or Client ("Disclosing Party") to the other party ("Recipient") related to the subject matter of this Agreement. Reasonable efforts must be used by the Disclosing Party to mark or designate its Confidential Information as "confidential" at the time of disclosure or within a

The word "CONVENTIONAL" is written in white, uppercase letters on a green background. To its right is a white double-headed arrow pointing right. Above the text is a faint, light green outline of a computer monitor.The words "THE CLOUD" are written in white, uppercase letters on a blue background. To their left is a white double-headed arrow pointing left. Above the text is a white outline of a cloud with an upward-pointing arrow inside it.

reasonable period thereafter. Notwithstanding the foregoing, Aberdeen's Confidential Information expressly includes this Agreement and all of its terms and pricing and any Aberdeen Materials (including software) made available hereunder. "Confidential Information" excludes information which: (i) is or becomes a part of the public domain through no act or omission of the Recipient, (ii) was in the Recipient's lawful possession prior to the disclosure by the Disclosing Party and had not been obtained by the Recipient from the Disclosing Party, (iii) is lawfully disclosed to the Recipient by a third party without restriction on disclosure, or (iv) is independently developed by the Recipient through no use of the Disclosing Party's Confidential Information as evidenced by the Recipient's records. The Recipient agrees that it will hold in confidence the Disclosing Party's Confidential Information disclosed to it under this Agreement. The Recipient shall exercise reasonable care to protect the Disclosing Party's Confidential Information from unauthorized disclosure, which care shall in no event be less than the Recipient takes to protect its own Confidential Information of a similar nature. The only purpose for which the Disclosing Party's Confidential Information may be used by the Recipient is for the Recipient to perform its obligations or exercise its rights under the Agreement. Each party shall only disclose the other party's Confidential Information to those of its affiliates, employees and agents (and in the case of Aberdeen, its subcontractors, attorneys and accountants) with a need to know to perform such party's obligations or exercise such party's rights under the Agreement and who are subject to an obligation of confidentiality similar to that set forth herein. Except as stated in this Section, each party shall not disclose the other party's Confidential Information to any third parties without the Disclosing Party's prior written consent. Violation or threatened violation of this provision may cause irreparable harm to the Disclosing Party, for which such party is entitled to seek temporary injunctive relief without the need to post bond or other security, or the need to prove actual damages. The obligations of non-disclosure will continue for the Term and for three (3) years thereafter; provided that any information constituting a trade secret will continue to be treated as Confidential Information until such information is no longer a trade secret under applicable law.

d. **Warranties, Recommendations and Disclaimer.**

e. **Limited Services Warranty.** Aberdeen warrants that the Services will be performed in a professional and timely manner, in accordance with this Agreement, and consistent with prevailing industry standards. This limited warranty will be in effect for a period of thirty (30) days from the completion of the applicable Services ("Warranty Period"). If during the Warranty Period Aberdeen receives prompt written notice from Client that the Services do not conform with the limited warranty set forth herein, Aberdeen will, at Aberdeen's sole option and expense, promptly re-perform any Services that fail to conform to the warranty herein or refund to Client the fees paid for the non-conforming Services. **THE FOREGOING STATES CLIENT'S SOLE AND EXCLUSIVE REMEDY, AND ABERDEAN'S SOLE AND EXCLUSIVE LIABILITY, FOR SERVICES WARRANTY CLAIMS.**

f. **Exclusions.** The warranty set forth above excludes occurrences, damages, malfunctions or other failures caused by: (i) misuse, abuse, or improper actions of a party other than Aberdeen; (ii) Client's failure to follow Aberdeen's instructions or recommendations; (iii) Client's failure to permit Aberdeen to install recommended patches or updates; and (iv) Client's failure to conform to a standard, monthly maintenance schedule.

g. **Service Recommendations.** As part of the Services, Aberdeen makes certain recommendations in regards to Services and Products (e.g., which Products Client should license or purchase) based on the information reasonably known to Aberdeen at the time of making such recommendations. Although Aberdeen uses reasonable diligence when making any such recommendations, Aberdeen does not make any representations or warranties with regard to its recommendations.

h. **No Product Warranty.** ALL PRODUCTS (INCLUDING ABERDEAN MATERIALS) ARE PROVIDED BY ABERDEAN AS-IS, AS-AVAILABLE, WITH NO WARRANTY OF ANY KIND.

i. **Client Representations and Warranties.** Client represents and warrants to Aberdeen that: (i) Aberdeen's access to and use of any Client Materials will not infringe or misappropriate the intellectual property rights of Client or any third-party; and (ii) to the extent that Personal Information is accessible to Aberdeen hereunder, Client has secured all consents or provided all notices required by applicable laws and industry standards necessary to permit Aberdeen to access and use such Personal Information as permitted in this Agreement.

j. **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ABERDEAN HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT AND WITH RESPECT TO THE SERVICES AND PRODUCTS PROVIDED UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, COURSE OF DEALING, COURSE OF PERFORMANCE, AND USAGE OF TRADE. ABERDEAN DOES NOT WARRANT AGAINST LOSS OF DATA, OR THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE FROM HARMFUL COMPONENTS, OR THAT THE SERVICES WILL PREVENT LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR PREVENT UNAUTHORIZED ACCESS TO CLIENT'S NETWORK.

k. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABERDEAN AND ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, LICENSORS, AND AGENTS ("REPRESENTATIVES") SHALL NOT BE LIABLE TO CLIENT, OR TO ANY THIRD PARTY, FOR ANY INDIRECT,

CONVENTIONAL

THE CLOUD

INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR CLAIMS FOR LOST PROFITS, LOST TIME, LOST DATA, LOST REVENUE, BUSINESS INTERRUPTION, OR LOSS OF USE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EVEN IF ABERDEAN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ABERDEAN'S OR ITS REPRESENTATIVES' AGGREGATE LIABILITY FOR ANY CLAIMS ARISING RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY CLIENT TO ABERDEAN UNDER THIS AGREEMENT FOR THE SPECIFIC COMPONENT OF THE SERVICES GIVING RISE TO THE CLAIM, IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM, EVEN IF ANY REMEDIES HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE AGREEMENT.

- i. **Indemnification.** Client shall indemnify, defend and hold harmless Aberdeen and its Representatives from and against all third-party claims, actions, judgements, settlements, losses, liabilities, damages, costs, expenses and attorneys' fees arising from or relating to: (a) Client Materials or Client's data; (b) Client's other vendors; and (c) injury, death or property damage caused by Client's, third-party vendors' or its agents' acts or omissions. Client shall not settle any such claim without Aberdeen's prior written consent.
- m. **General Terms.**
- n. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of laws principles. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Dane County, Wisconsin. Each party shall comply with all applicable laws relating to its performance under this Agreement.
- o. **Non-Solicitation.** During the Term of this Agreement and for six (6) months thereafter, Client shall not solicit or hire any of Aberdeen's employees, contractors, or consultants involved in the performance of Services. The foregoing will not apply to individuals hired as a result of the use of a general solicitation not specifically directed to employees, contractors or consultants of Aberdeen.
- p. **Notices.** Any notice required to be given under this Agreement shall be deemed to have been properly given and effective: (i) on the date of delivery if delivered in person; (ii) three (3) days after mailing if mailed first-class to the respective addresses given on the first page of this Agreement; or (iii) on the day the notice is delivered by facsimile or email if proof of receipt is received.
- q. **Feedback.** Notwithstanding Section 8, if Client provides any suggestions, feedback, ideas, improvements or enhancements regarding the Services or Aberdeen Materials, it may be used by Aberdeen without compensation or attribution, so long as Client is not identified.
- r. **Force Majeure.** Neither party will be liable for delays, failures or default (other than payment of money owed), arising due to acts of God, fire, flood, strikes, war, pandemic, governmental orders, shortage of power, or other causes beyond such party's reasonable control and without its fault or negligence, provided such party uses reasonable commercial efforts to promptly notify the other party.
- s. **General Terms.** Waivers of rights, obligations, or breaches may only occur in a signed writing by the waiving party. Any provisions of this Agreement held invalid shall be severed and the remaining provisions shall continue in full force and effect. Both parties shall be, and shall act as, independent contractors. Client shall not assign this Agreement to any third party, in whole or in part, without the prior written consent of Aberdeen. Any assignment in breach of the foregoing provision is void. Aberdeen may assign this Agreement and/or use subcontractors in its performance of Services, without Client's consent.




Kyle Herritz
Account Manager
Aberdean

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Standard Care


Item	Description	Recurring	Qty	Ext. Recurring																								
	<p>Standard Care</p> <p>CAP Price Tiers Standard Care - 36 Months</p> <table border="1"> <thead> <tr> <th>Tier</th> <th>PC</th> <th>CAP</th> <th>Monthly Price</th> </tr> </thead> <tbody> <tr> <td>Initial</td> <td>Up to</td> <td>7</td> <td>\$457.00</td> </tr> <tr> <td>Tier 2</td> <td>8 -</td> <td>8</td> <td>\$522.29</td> </tr> <tr> <td>Tier 3</td> <td>9 -</td> <td>9</td> <td>\$587.57</td> </tr> <tr> <td>Tier 4</td> <td>10 -</td> <td>10</td> <td>\$652.86</td> </tr> <tr> <td>Tier 5</td> <td>11 -</td> <td>11</td> <td>\$718.14</td> </tr> </tbody> </table> <p>Reprice - new CAP Over 11</p> <p>PLEASE NOTE: An adjustment will be made to the monthly price if infrastructure changes result in an addition or removal of these devices/services: Backup, Firewall, Companion Firewall, FlexTec Azure, Host, NAS, Server, Switch, WAP</p> <p>INCLUDES (Descriptions in Service Catalog Above): Standard Care</p> <ul style="list-style-type: none"> • Semiannual IT Review Meeting • Bimonthly Programmed Maintenance • Unlimited Service Desk Support • After-Hours Support • 1 - Managed NAS/SAN Device • 1 - Managed Firewall • 1 - Managed Wireless Network • 1 - Managed Switch • 1 - Managed WSUS • CAP of 1 TB - Cloud Data NAS Backup <p>EXCLUDES:</p> <ul style="list-style-type: none"> • LastPass Setup • SSM Agreement Labor • USAT Security Awareness Training Labor • Project Work / New Initiatives / Office Relocations • Courier / Shipping Charges 	Tier	PC	CAP	Monthly Price	Initial	Up to	7	\$457.00	Tier 2	8 -	8	\$522.29	Tier 3	9 -	9	\$587.57	Tier 4	10 -	10	\$652.86	Tier 5	11 -	11	\$718.14	\$457.00	1	\$457.00
Tier	PC	CAP	Monthly Price																									
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Tier 5	11 -	11	\$718.14																									

Monthly Subtotal: \$457.00

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SSM





Item	Description	Recurring	Qty	Ext. Recurring																								
	System Security & Monitoring System Security & Monitoring PC License CAP Price Tiers SSM - 36 Months Opt In or Insurance Requirement MDR Security Upgrad *Monthly Price	\$124.00	1	\$124.00																								
	<table border="1"> <thead> <tr> <th>Tier</th> <th>PC License CAP</th> <th>Monthly Price</th> <th>*Monthly Price</th> </tr> </thead> <tbody> <tr> <td>Initial</td> <td>Up to 7</td> <td>\$124.00</td> <td>\$185.95</td> </tr> <tr> <td>Tier 2</td> <td>8 - 8</td> <td>\$141.71</td> <td>\$212.51</td> </tr> <tr> <td>Tier 3</td> <td>9 - 9</td> <td>\$159.43</td> <td>\$239.08</td> </tr> <tr> <td>Tier 4</td> <td>10 - 10</td> <td>\$177.14</td> <td>\$265.64</td> </tr> <tr> <td>Tier 5</td> <td>11 - 11</td> <td>\$194.86</td> <td>\$292.21</td> </tr> </tbody> </table>	Tier	PC License CAP	Monthly Price	*Monthly Price	Initial	Up to 7	\$124.00	\$185.95	Tier 2	8 - 8	\$141.71	\$212.51	Tier 3	9 - 9	\$159.43	\$239.08	Tier 4	10 - 10	\$177.14	\$265.64	Tier 5	11 - 11	\$194.86	\$292.21			
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	Reprice with new CAPs - Over 11 *Subject to change based on MDR																											
	PC Monitoring - Asset/Console Management Licenses - Remote Device Administration Security - Web Console Administration - Anti-Virus Application Licenses - Anti-Exploit Application Licenses - Anti-Malware Application Licenses - Anti-Ransomware Application Licenses - Incident Management Tools - Real-Time User Alerting - Installation/Reinstallation of Applications - Updates and Patches to All Products - Product Fitness Warranty - Travel																											
EXCLUDES: - Monitor & Rescue																												

Monthly Subtotal: \$124.00

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O365 Subscriptions - NCE Commercial (Annual)

Item	Description	Recurring	Qty	Ext. Recurring
	<p>Microsoft Advanced Support Package</p> <p>Microsoft Advanced Support Package</p> <ul style="list-style-type: none"> - Dedicated Microsoft Service Manager - Microsoft Partner Advisory Services - Prioritized Care and Expedited Service - License Utilization and Security Review <p>Delete from here down:</p> <p>Update price and cost based on the number of users.</p> <ul style="list-style-type: none"> 1 – 5 \$ 5.00 6 – 10 \$ 10.00 11 – 20 \$ 15.00 21 – 40 \$ 26.00 41 – 60 \$ 33.00 61 – 80 \$ 43.00 81 – 100 \$ 52.00 101 – 150 \$ 72.00 151 – 200 \$ 90.00 201 – 250 \$110.00 251 – 300 \$130.00 301+ \$150.00 	\$5.00	1	\$5.00
	<p>Annual Subscription - Business Basic</p> <p>Annual Subscription - Business Basic</p>	\$6.00	6	\$36.00
	<p>Annual Add-On - Defender for O365 Plan 1</p> <p>Annual Add-On - Defender for O365 Plan 1</p> <p>Configuration, protection, and detection capabilities:</p> <ul style="list-style-type: none"> - Safe Attachments - Safe Links - Annual Defender for SharePoint Online, OneDrive, and Teams - Time-of-click protection in email, Office clients, and Teams - Anti-phishing in Defender for Office 365 - User and domain impersonation protection 	\$2.00	6	\$12.00
	<p>Annual Subscription - Business Premium</p> <p>Annual Subscription - Business Premium</p>	\$22.00	3	\$66.00

Monthly Subtotal: \$119.00

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Managed Services Agreement 36 Month (Standard Care)



Prepared by:
Aberdean
Kyle Herritz
608-204-9620
kyle.herritz@aberdean.com

Prepared for:
Town of Neenah
1600 Breezewood Ln
Neenah, WI 54956
Ellen Skerke
(920) 850-6321
eskerke@tn.neenah.wi.gov

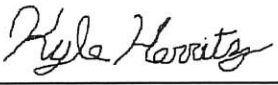
Quote Information:
Quote #: 1004757
Version: 1
Delivery Date: 07/17/2023
Expiration Date: 08/31/2023

Monthly Expenses Summary

Description	Amount
Standard Care	\$457.00
SSM	\$124.00
O365 Subscriptions - NCE Commercial (Annual)	\$119.00
Monthly Total:	\$700.00

Taxes, shipping, handling and other fees may apply. Quoted prices are subject to change based on availability. We reserve the right to cancel orders arising from pricing or other errors.

Aberdean

Signature: 
Name: Kyle Herritz
Title: Account Manager
Date: 07/17/2023

Town of Neenah

Signature: _____
Name: Ellen Skerke
Date: _____

Town of Neenah Property Lease



October 24, 2022

COPY

Lessor: Town of Neenah
1600 Breezewood Lane
Neenah, WI 54956
(920) 725-0916

Lessee: Amos Ihde
7834 State Road 76
Neenah, WI 54956

Re: Parcel Numbers : 010-0218
010-0218-0603
Acres (17 +/- acres tillable land)
Located north of Oakridge Road in the Town of Neenah.

- 1) Lessee shall have exclusive rights to farm the land for own personal gain
- 2) Owner/Lessor shall make all reasonable efforts to notify Tenant/Lessee of any withdrawal or non-renewal of said lease in writing and shall deliver to address above not less than 90 days prior to withdrawal or non-renewal.
- 3) The TERM of this lease shall begin immediately and expire on December 31, 2023.
- 4) Lessee shall pay Lessor \$65.00 (sixty-five dollars) per tillable acre, total amount due equals \$1,105. Payment shall be received on or before May 1, 2023. Payment shall be made payable to Town of Neenah and delivered to 1600 Breezewood Lane, Neenah, WI 54956.
- 5) Lessee shall have the responsibility of providing whatever protection is deemed necessary, including damage or liability insurance to cover the Lessee's operation.
- 6) Lessee does not have the option to sublet this lease.
- 7) Lessor reserves the right to sell the subject property at any time during the term hereof and may at the Lessor's option, take possession of the property upon payment to the Lessee for reimbursement of any costs incurred in the planting, fertilizing and working of said property and for crop loss, as mutually determined and noted above.
- 8) This lease contains the entire agreement between parties noted above.
- 9) Hunting is not permitted on the property.

Amos Ihde

Amos Ihde, Lessee

10/31/2022

Date

Robert F. Schmeichel

Robert Schmeichel, Chairman
Town of Neenah

10-24-2022

Date

Attest:

Ellen Skerke

Ellen Skerke, Administrator-Clerk-Treasurer
Town of Neenah

Town of Neenah Property Lease



This lease is entered into this 29th day of November, 2022 between the Town of Neenah, Landlord, and Rosemary Cermak, Tenant.

For good and valuable consideration, the receipt of which is mutually acknowledged, the parties agree as follows:

1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the land and outbuilding designated as Parcel "A" on Exhibit "1" attached hereto and made a part hereof, located adjacent to Lots 1 and 2 of Certified Survey Map No. 5180 in the Town of Neenah, Winnebago County, Wisconsin, (the property). The dimensions of Parcel "A" consist of an area bounded by north and south lot lines of approximately 100 feet in length; east and west lot lines of 208.23 feet in length. The outbuilding measures 30 feet x 86 feet.
2. The Lease shall terminate upon the earliest of the following:
 - a. Twelve (12) months beginning November 1, 2022 and ending October 31, 2023, or upon the sale of the property located at 1561 Oakridge Road, whichever comes first.
 - b. The Tenant's discontinuance of their personally occupying the adjacent house located on Lot 2 on CSM 5180, also known as 1561 Oakridge Road for more than 45 consecutive days as their primary homestead.
 - c. Thirty (30) days following the date on which Landlord mails, by certified mail through the U.S. Postal Service, notice that the lease shall terminate. Tenant herein waives and relinquishes any notice requirements that may exist for Tenant's benefit pursuant to the provisions of Sec. 704.19(2) Wis. Statutes or otherwise.
 - d. Ten days following written notice to Tenant regarding any failure by Tenant to comply with its obligations hereunder, provided that Tenant does not cure such failure within said 10-day period.

This lease shall not be renewed unless agreed in writing by both parties.

3. Tenant shall pay rent to the Landlord the sum of \$3,000 per year for the term of this 12-month lease, payable in 12 monthly installments of \$250 each, due on the first of each month beginning November 1, 2022 and ending October 1, 2023. Payment Retroactive to November 1, 2022 shall be paid upon execution of the lease agreement.

4. Tenant shall not use the property for any unlawful purpose or maintain a nuisance thereon. Tenant may not use the property for any outdoor storage. Tenant shall comply with all laws, codes, regulations, and ordinances applicable to the occupancy and use of the property.
5. Tenant shall be responsible for all maintenance, repairs and utilities for the land and outbuilding subject to this lease for the duration of the lease, but only to the extent of maintaining current condition of the outbuilding in a manner that meets the needs and uses of the Tenant without regard to any future uses eventually intended by the Landlord. Tenant may not make any alterations to the property or building without the prior written approval of Landlord. Tenant accepts the outbuilding being leased in its present condition; and further the Tenant accepts that the Landlord makes no representations or warranties whatsoever as to the suitability of the outbuilding or land for the uses to which the Tenant wishes to put them or otherwise.
6. Tenant shall maintain general liability insurance on the property in this lease with limits approved by the Landlord. Tenant will provide at execution of this lease a current Certificate of Insurance evidencing insurance of the contents of the building.
7. Landlord shall pay all real estate taxes on the property.
8. Tenant may not voluntarily or involuntarily assign, pledge, mortgage, or otherwise transfer or encumber this lease or sublet any part or all of the property and shall not permit any use of any part of the property by any other party, or transfer its interest in the premises by operation of law, without the prior written consent of the Landlord.
9. This agreement is one of lease, not of partnership, and neither of the parties shall become responsible for any debts or obligations contracted by the other. Neither party shall allow any liens to attach to the subject property.
10. Landlord and its agents shall have the right to enter the property, including the building thereon, to inspect the condition thereof, to show the property, or to ensure Tenant's compliance with the terms of this Lease provided that Landlord first provides 24 hours' notice.
11. Tenant agrees to indemnify, defend, and hold harmless the Landlord from and against all claims, losses, and damages of any kind (including reasonable attorneys' fees) arising out of Tenant's use of the property. This obligation shall not apply to the extent of the Landlord's fault or negligence.
12. The terms of this lease shall be binding upon the heirs, executors, administrators and successors of both Landlord and Tenant.

Dated this 29th day of November, 2022

Town of Neenah, Landlord

Rosemary Cermak, Tenant

By: 
Robert Schmeichel
Town Chairman


Rosemary Cermak
Tenant

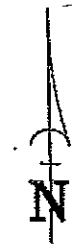
Attest: 
Ellen Skerke
Administrator-Clerk-Treasurer

Exhibit "1"

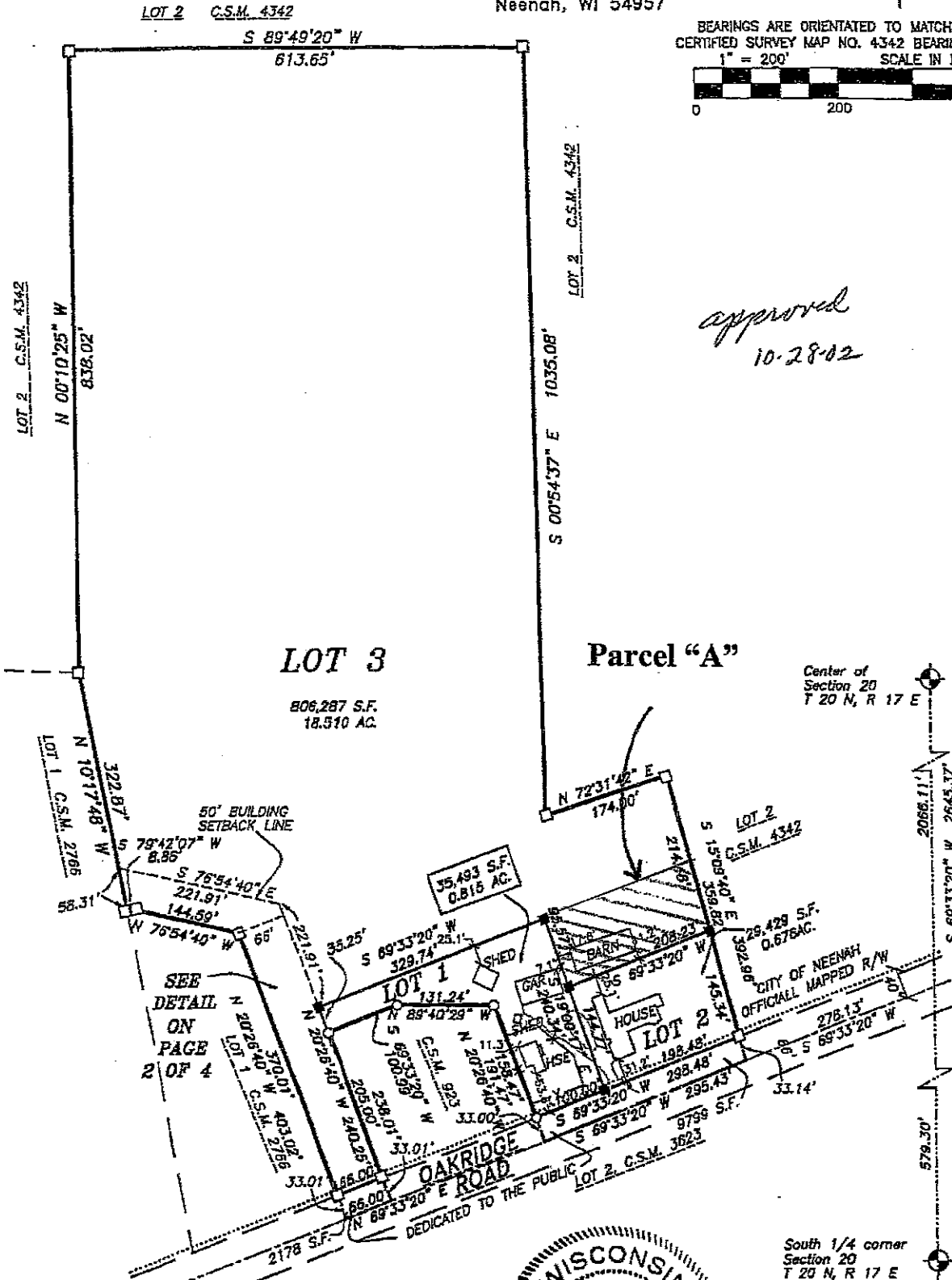
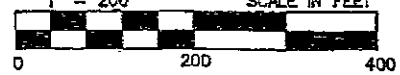
CERTIFIED SURVEY MAP NO. 5180

All of Lot 1, Certified Survey Map No. 4342
located in the Southwest 1/4 of Section 20, Town 20 North,
Range 17 East, Town of Neenah, Winnebago County, Wisconsin

Survey for: Steve Truchinski
c/o Stephenson Trust
711 Deerwood Ave.
Neenah, WI 54957



BEARINGS ARE ORIENTATED TO MATCH
CERTIFIED SURVEY MAP NO. 4342 BEARINGS



SEE
DETAIL
ON
PAGE
2 OF 4

approved
10.28.02

LEGEND

■ 1" IRON PIPE SET. 24" LONG,



South 1/4 corner
Section 20
T 20 N, R 17 E