

TOWN OF NEENAH TOWN BOARD
Meeting Agenda
REVISED adding Agenda item 6d.

DATE: Monday, December 11, 2023

TIME: 7:00 pm

LOCATION: 1600 Breezewood Lane

The meeting will also be offered virtually via ZOOM.

Meeting ID : 816 3819 4060 Passcode: 755098 Phone (312) 626-6799

Zoom Link: <https://us02web.zoom.us/j/81638194060?pwd=aEJuT1VIQ0d0cXpwSEF0YVBlbXFXQT09>

TOWN BOARD MEETING

1. CALL TO ORDER TOWN BOARD
2. APPROVE MINUTES
 - October 30, 2023 Special Town Board Meeting
 - November 27, 2023 Town Board Meeting
3. PUBLIC FORUM
4. PUBLIC FORUM FOR RECOGNIZED MUNICIPAL AND COUNTY OFFICIALS
5. CORRESPONDENCES
 - a. Building Permit Report as of November 30, 2023
 - b. Notice from PSC regarding application by Wisconsin Power and Light to install upgrade to existing facility.
6. DISCUSSION / ACTION
 - a. Approve Vouchers, Payroll and Bank Transactions December 11, 2023.
 - b. Appoint Dan Osero as Fire Chief for a two-year term effective January 1, 2024 through December 31, 2025.
 - c. Appoint Election Inspectors, per attached list, for the 2024-2025 Election Cycles effective January 1, 2024 through December 31, 2025.
 - d. Appoint Steven Coburn as Commissioner to Neenah-Menasha Sewerage Commission for a three-year term beginning January 1, 2024 and expiring December 31, 2026.
 - e. Presentation McMahon Engineering regarding Larsen Road Reconstruction Plans
 - f. Approve Amended and Restated Easement Agreement between the Town of Neenah and properties located at 584 Hunters Point Road and 580 Hunters Point Road
 - g. Approve Resolution 2023-36 Accepting DNR Urban Forestry Grant in the amount of \$5,000 for 2024.
 - h. Review Town of Neenah Investment Policy originally adopted on December 28, 2022
7. FUTURE AGENDA TOPICS AND MEETINGS
 - a. Sanitary District #2 Public Hearing and Commissioner Meeting, Tuesday December 12, 2023 at 7:00 p.m.
 - b. Plan Commission Meeting, Monday December 18, 2023 at 7:00 p.m.
 - c. The Next Regularly Scheduled Town Board Meeting is rescheduled for Thursday December 28th at 10:30 a.m.
8. OLD BUSINESS
9. NEW BUSINESS
10. ADJOURN

Closed Session Contemplated: NO

Ellen Skerke, Administrator-Clerk-Treasurer
December 6, 2023 / Revised December 8, 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 December 6, 2023 , Revised December 8, 2023 at www.townofneenah.com, Town of Neenah Municipal Building, 1600 Breezewood Lane.

TOWN OF NEENAH TOWN SPECIAL TOWN BOARD MEETING

October 30, 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, and Supervisor Thomas Wilde.

Excused: Supervisor James Weiss

Also in Attendance: Hoffman Planning and Design representatives Jody Andres, Matt McGregor and Casey Helmraath, Deputy Clerk-Treasurer Vici Boushele and Administrator-Clerk-Treasurer Ellen Skerke

R. Schmeichel called the meeting to order at 4:00 p.m.

Discussion/Action.

Town Hall Remodel Project – ARPA Funds

Change Order for Town Renovation Project.

- Matt McGregor reviewed the status of the Town Hall renovation project and the issue that was uncovered regarding a load bearing wall. When Hoffman did the original design, they worked off of the architectural plan set and there was nothing on that to indicate this was a load bearing wall.
- The problem arises because what was actually installed are TGI floor joists 16" on center versus the 12" on center joists that the plan called for.
- The existing span from beam to beam can be managed by restricting the load on the second floor to 40lbs / sq. foot. Installing a steel beam will allow loads of 100 lbs. / sq foot.
- J. Andres stated that the real concern is that based on what they found with this particular wall, we do not know the structural integrity of the entire space. The structural engineer only looked at this particular load bearing wall. J. Andres suggestion is to hire a structural engineer to analyze the entire space to ensure that the second-floor mezzanine is sufficiently supported. Estimated cost of \$50 - \$1000 for this engineering analysis. The Town Board should postpone making any decisions until they have all of the information.
- General consensus to move forward with the engineering analysis and discussing again on November 13, 2023 to make a decision of how to proceed.
- R. Schmeichel discussed the concerns with the heat in the large conference room, it is uneven, hot air blows down above the Board seats while the rest of the room is chilly. M. McGregor responded that the heating contractor is managing the new space, we could ask the contractor to look at the entire space for possible solutions.
- Hoffman and Planning to return on November 13th with additional information to make a decision regarding the change order to manage the load bearing wall that we want to remove.

Adjourn Meeting

Motion: T. Wilde / B. Cardoza to adjourn. Motion carried. Meeting adjourned at 4:35 p.m.

Respectfully submitted,



Ellen Skerke
Administrator-Clerk-Treasurer

Approved: DRAFT – Pending approval

TOWN OF NEENAH TOWN BOARD MEETING

November 27, 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: Roads and Stormwater Superintendent Glenn Armstrong, Jeremy Kwiatkowski, Carrie Sturn, Jeff Wiechert, Ben Hamblin, County Board Supervisor Chuck Farrey, Deputy S. Stehl, Fire Chief Dan Osero, Ray Pavlik, Deputy Clerk-Treasurer Vici Boushele and Administrator-Clerk-Treasurer Ellen Skerke.

Attendance via Zoom: Attorney Matt Parmentier

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

Approval of Minutes

Motion: T. Wilde / J. Weiss to approve November 13, 2023 Town Board meeting minutes.

Motion carried 5:0:0

Public Forum

- None

Public Forum for Recognized Municipal and County Officials

- Winnebago County Deputy Stehl introduced himself , there were no questions or concerns at this time.
- Chuck Farrey, Winnebago County Supervisor District 30 spoke about the Spirit Funds allocated for the purchase of Fire Department radios. The County Board of Supervisors passed Resolution 281-112023 \$2.1 million dollars of Spirit funds for the purpose of supplying radios to the local municipalities. Based on his preliminary calculation, Town of Neenah will receive approximately \$130,000 for 27 radios and 5 mobile. D. Osero stated he has a figure of approximately \$119,000.
- C. Farrey stated the \$2.1 million was based on a quote from Kenwood radios, if any municipality wants to upgrade to Motorola, the additional cost will be at the Municipality's expense.
- D. Osero will recommend that the Town purchase Motorola, TNFD currently uses Motorlo, the County Sheriff's Department just purchased Motorola. He will attend the Fire Chief's Association meeting on Tuesday 11-28-2023 to listen to both sales representatives on their radios.
- General discussion regarding the two manufacturers and discussion about how many radios and types TNFD would request to purchase.
- C. Farrey stated that the Resolution states that the funds will be distributed to the Fire Chief's Association for distribution, the Fire Chief's Association will distribute to the local municipalities. The focus of the Spirit Fund Committee is to get the funds distributed.

Correspondences

- Winnebago County Solid Waste report – October 2023
- East Central Wisconsin report for Comprehensive Safety Action Plan for Town of Neenah

Discussion/Action.

Vouchers Payroll and Bank Transactions

Ratify / Approve Vouchers, Payroll and Bank Transactions November 27, 2023.

Motion: B. Cardoza / D. Bluma to approve.

Motion Carried 5:0:0.

Resolutions

Approve Resolution 2023-33 to approve 2024 Compensation Schedule

Motion: B. Cardoza/ D. Bluma to approve.

Motion Carried 5:0:0.

Fire Department Personnel

Approve Fire Fighter Resignation Deb Westfahl effective November 27, 2023.

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

Motion carried 5:0:0.

Liquor Licenses

Approve Temporary Class "B" / "Class B" Retailers License, Paynes Point Hook & Spear Club, 1934 County Rd A. Event: Paynes Point Hook & Spear Fishing Club Fisheree, February 9-11, 2024.

Motion: B. Cardoza / D. Bluma to approve.

Motion Carried 5:0:0.

Zoning Map Amendment

Approve Resolution 2023-34 – Zoning Map Amendment,

Applicant:	Seegers, Steve
Agent:	Seegers, Steve Patron Properties
Location of Premises Affected:	1730 Oakridge Road
Tax Parcel No:	010-029807

- J. Weiss reported on the results of the Plan Commission Meeting, the building on the property is used for a small electric company, no one lives there, however it is zoned residential. The neighbors spoke in opposition to the zoning amendment and the Plan Commission recommends denial.

Motion: B. Cardoza / D. Bluma to deny.

Motion Carried 5:0:0.

The Town has a Comprehensive Land Use Plan, this does not agree with the Comprehensive Land use map and neighbors object.

Certified Survey Map

Resolution 2023-35 - Certified Survey Map, Larsen Road

Applicant:	Rosenfeldt, Thomas and Deborah
Location of Premises Affected:	1326 Larsen Road, Neenah, WI 54956
Tax Parcel No:	010-031001

- J. Weiss reported on the Plan Commission recommends approval of this item.
- R. Schmeichel recognized Ben Hamblin, engineer with McMahan. B. Hamblin commented that there is a drainage ditch across the new lot on the CSM, that can be relocated. He is in the middle of the stormwater design for Larsen Road, he will modify the drainage to accommodate a new driveway and relocation of the ditch.
- B. Hamblin commented on the Officially Mapped road that runs through the property. E. Skerke will follow up with Winnebago County Zoning.
- E. Skerke commented that the new 2-acre lot will have to be rezoned to residential. It is currently agriculture, however agriculture zoning requires a minimum of 5-acre lots.

Motion: B. Cardoza / D. Bluma to approve.

Motion Carried 5:0:0.

Drainage – 1417 Larsen Road

Discussion regarding drainage at 1417 Larsen Road.

- R. Schmeichel reviewed the drainage concerns at 1417 Larsen Road. There is a cross culvert under Clayton Avenue that drains from the west to the drainage ditch that runs through the property at 1417 Larsen Road.
- R. Schmeichel summarized information reviewed from Winnebago County Land and Water, after reviewing topography and historical aerial photos, Winnebago County LWCD believes that the drainage has historically run from the west to the east through a culvert under Clayton Avenue, across parcel 0100196 and into the Neenah Joint School District property.
- G. Armstrong stated that the County shot grades in the Clayton Avenue ditches, the cross culvert is lower than the culverts at the intersection of Clayton Avenue and Larsen Road, the water has drained toward the 1417 parcel for years eventually making its way to the Neenah Joint School District property.
- B. Hamblin stated the drainage issues at 1417 Larsen Road is separate from the Larsen Road Drainage. Larsen Road / Clayton Road intersection is not designed to take on all of that drainage that goes through the Clayton Avenue cross culvert.
- G. Armstrong stated that the ditch is part of a 1,000-acre drainage basin which starts to the west in Clayton, eventually making its way toward the County Road O pond, connecting to the Green Valley Ditch by County Road O. A lot of water runs through the ditch and over the years the ditch was not maintained by the previous property owner, over time the ditch filled in. The ditch on the private property needs to be cleaned out to get the water flowing to the Neenah Joint School District culvert. The current owners have done a great job cleaning up the property, they need to clean out the ditch and drainage should work better.
- Jeff Wiechert, property owner at 1417 Larsen Road. He walked the ditches, and all of the water is flowing through his property, nothing flows to Larsen Road. He would like to see the water redirected to the Larsen Road ditch.
- General conversation, G. Armstrong recommended that the property owner clean up the ditch to redefine it so it flows through the property to the culvert on the Neenah Joint School District property near Rocket Way. The School District designed their stormwater plan to accommodate this drainage as this is where it naturally flows. There are two 48" culverts under Rocket Way for the drainage from this property.
- J. Weichert to talk to Land and Water and Glenn Armstrong to discuss how to resolve the situation. B. Hamblin suggested he may want to consider drain tiles on his property G. Armstrong suggested a ford to make an area to cross the ditch.
- Discussion only, no action was taken.

Oakridge Road application for Local Roads Improvement Program (LRIP) TRID / TRIS Funds

Discussion and possible advisement regarding 2024 LRIP TRID and TRIS STRIDC Ground Rules.

- E. Skerke reviewed the 2023 LRIP – TRID/TRIS application for Oakridge Road and the ground rules from the WisDOT regarding how the applications will be reviewed.
- Discussion about the new ground rules and general concerns to move forward with the application accepting 50% funding.

Agreements

Memorandum of Understanding with Wisconsin Elections Commission for the use of Badger Books.

Motion: B. Cardoza / D. Bluma to approve.

Motion Carried 5:0:0

Future Agenda Topics and Meetings

- Fire Department Business Meeting, Wednesday, December 6, 2023 at 6:00 p.m.
- Next Regularly Scheduled Town Board Meeting, Monday November 27, 2023, at 7:00 p.m.

Old Business

- B. Cardoza asked for an update on the tenant's decision regarding the rental of the barn. E. Skerke replied that she had not heard anything yet, will follow up before the end of the month.
- M. Parmentier updated the Board on the option to ask the Attorney General for an opinion on our Zoning issue. Unfortunately, statute only allows a limited class of government levels to make a request for an opinion, local government is not included. The County could ask for an opinion. T. Wilde requested that we ask the County to make such a request, Matt to contact County Corporate Counsel to see if they are willing to request an opinion.
- T. Wilde asked for an update regarding the Gate Agreement. E. Skerke replied that there has been no follow up. Neenah Joint School District holds the key to the gate at Michel Avenue

New Business

- D. Osero reported on two unrelated car accidents on Larsen Road following the recent snow fall. He requested that we get Larsen Road added to the priority list for snow plowing/salting. G. Armstrong reported that the County has already added Larsen Road to the list to be managed at the same priority as County Rd CB. R. Schmeichel discussed the need to have the Sheriff's Department to add Larsen Road to the list of roads to monitor for violations.
- G. Armstrong commented that Breezewood Lane from the Town Hall west to Armstrong Street was also in rough shape after the snow event. This is City of Neenah jurisdiction.
- E. Skerke reported that R. Schmeichel and herself will meet with Town of Clayton regarding the Larsen Road reconstruction project.
- E. Skerke reported that G. Armstrong, R. Schmeichel and herself will meet with McMahon to discuss details of the Larsen Road Reconstruction design.
- E. Skerke reported that the Public Informational Meeting regarding Larsen Road Reconstruction project will be on Tuesday January 9, 2024 from 5:30 p.m. until 7:30 p.m.
- E. Skerke reported that the hot water heater broke last week. Thank you to the Fire Department for cleaning up the utility room when that happened. A new hot water heater is on order and will be replaced as soon as possible.
- E. Skerke reported that the heating contractor was in the building last week to review the issues with managing even temperatures in the conference room. He has some options for adding ducts, however recommends that we set the schedule to keep the room at an even temperature rather than large fluctuations and keep the fan running 24/7. We will try that for a few weeks to see if it makes a difference in the comfort level of the room.

Adjourn Meeting

Motion: J. Weiss / T. Wilde to adjourn. Motion carried. Meeting adjourned at 8:56 p.m.

Respectfully submitted,



Ellen Skerke
Administrator-Clerk-Treasurer

Approved: DRAFT – pending Approval

Voucher List Authorization - December 11, 2023

Bank Transfer (Transaction List)

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Reason</u>
12/12/2023	General MM	Checking	\$ 41,000.00	12-11-2023 Vouchers

Check Details:

Accounts Payable 12-11-2023 \$ 22,366.10

Notification of New Vendors

Liberty mutual Tax Collection bond via The Horton Group
payment payable to change in 2023

Payroll	Payroll	\$	13,263.50
	Expense Reimburse	\$	571.35
	Gross Payroll	\$	13,834.85
	Net Payroll	\$	11,420.06
Fire officer Salary	Gross Payroll	\$	2,050.00
	Net Payroll	\$	2,020.27

Paid via Bank Transfer:

Nationwide:	\$	1,148.54
Federal Tax/Medicare:	\$	1,191.50
State Taxes:	\$	868.83
Wisconsin Retirement:	\$	756.16
Wisconsin Health Insurance	\$	1,124.60

Deposit Detail

<u>Date</u>	<u>Where</u>	<u>Amount</u>	
11/3/2023	General MM	\$ 266.47	Recycling rebate for tipping fee
11/7/2023	General MM	\$ 1,716.26	various
11/10/2023	General MM	\$ 1,000.00	Donation - soccer
11/20/2023	General MM	\$ 60,239.94	Shared Revenue - Utility Revenue
11/27/2023	General MM	\$ 8,505.36	Various
11/30/2023	General MM	\$ 1,630.71	Cell Tower Rent
11/30/2023	General MM	\$ 245.88	Recycling rebate for tipping fee
11/30/2023	Various	\$ 12,327.68	Interest Earned

Account Balances as of December 12, 2023 - after requested transfers per this Voucher List

	PROSPERA CU	Prospera CD	BNY Mellon - Pershing	Total
Checking	\$ 6,057			
Membership account	\$ 25			
General MM	\$ 355,415		\$ 773,763	\$ 1,129,177
Impact Fee	\$ 8,014			
Taxes Collected	\$ -			\$ -
Tullar Rd Fund	\$ -		\$ 37,327	
Storm Water	\$ 374,086	\$ 259,241	\$ 516,026	\$ 1,149,353
CFCU	\$ 521			
TOTAL	\$ 744,116	\$ 259,241	\$ 1,327,116	
	GRAND TOTAL		\$ 2,330,473	

_____ Schmeichel _____ Bluma _____ Cardoza _____ Weiss _____ Wilde

10:20 AM
12/07/23

**Town of Neenah
Check Detail
November 29 through December 12, 2023**

Accounts Payable
\$ *22,366.10*

Date	Num	Name	Memo	Account	Paid Amou...
12/12/2023	28557	Bowmar Appraisal, Inc		11010-1 · Checking - Prospera (...)	
12/11/2023			2023 final payment	51530-0 · Assessor Contract	-3,750.00
TOTAL					-3,750.00
12/12/2023	28558	BP Neenah Standard S...	52210-4	11010-1 · Checking - Prospera (...)	
12/11/2023	106		11-30-2023 Statement	52210-4 · Fire Dept. Fuel	-365.14
TOTAL					-365.14
12/12/2023	28559	Braze Ace Hardware	90012	11010-1 · Checking - Prospera (...)	
12/11/2023	59059		supplies	55300-3 · Parks - CPM Dog Stations	-21.99
TOTAL					-21.99
12/12/2023	28560	Dempsey Law Firm, The		11010-1 · Checking - Prospera (...)	
12/11/2023	21703.0...		November Meeting general follow up review Keating Park contract	51300-0 · Legal Services 51300-0 · Legal Services 51300-0 · Legal Services	-332.50 -108.00 -216.00
TOTAL					-656.50
12/12/2023	28561	DPI	53635-0	11010-1 · Checking - Prospera (...)	
12/11/2023	812140		2024 calendar magnets	53635-0 · Recycling	-710.00
TOTAL					-710.00
11/29/2023	28554	Fox Cities Embroidery		11010-1 · Checking - Prospera (...)	
11/29/2023	45201		Digitizing = \$50 / Sreen Fe... TNFD Clothing - to be relm...	52210-9 · Fire Dept. New Equip. 52210-9 · Fire Dept. New Equip.	-125.00 -1,460.00
TOTAL					-1,585.00
12/12/2023	28562	Krueger True Value		11010-1 · Checking - Prospera (...)	
12/11/2023	81847			52210-3 · Fire Dept Supplies and ...	-82.53
TOTAL					-82.53
12/12/2023	28563	Liberty Mutual		11010-1 · Checking - Prospera (...)	
12/11/2023	999294...		Tax Collection Bond	51938-0 · Insurance	-553.00
TOTAL					-553.00
12/12/2023	28564	McMahon Associates, ...		11010-1 · Checking - Prospera (...)	
12/11/2023	00801529			53314-9 · Hwy - Oakridge Rd - Mc...	-1,224.00
12/11/2023	00801527			53314-4 · Hwy -Larsen Rd - McMa...	-6,432.00
TOTAL					-7,656.00

10:20 AM

12/07/23

Town of Neenah
Check Detail
 November 29 through December 12, 2023

Date	Num	Name	Memo	Account	Paid Amou...
12/12/2023	28565	Memorial Florists		11010-1 · Checking - Prospera (...	
12/11/2023	03244829			51110-3 · Supervisors Expenses	-297.00
TOTAL					-297.00
12/12/2023	28566	Neenah Soccer Club		11010-1 · Checking - Prospera (...	
12/11/2023	2023 do...		2023 Donation from Adult S...	48000-0 · Misc.Revenue	-500.00
TOTAL					-500.00
12/12/2023	28567	Northern Tool and Equ...		11010-1 · Checking - Prospera (...	
12/11/2023	52917224		9" cutoff saw	52210-9 · Fire Dept. New Equip.	-879.00
TOTAL					-879.00
12/12/2023	28568	Outdoor Independence...		11010-1 · Checking - Prospera (...	
12/11/2023	2340		Keating Park - mulch delivery	55200-3 · Parks - Supplies & Maint...	-450.00
TOTAL					-450.00
12/12/2023	28569	Spectrum - Charter Co...		11010-1 · Checking - Prospera (...	
12/11/2023	002966...			52210-6 · Fire Dept Phone	-39.99
				51420-7 · Office Telephone	-299.95
TOTAL					-339.94
12/12/2023	28570	Theresa's TLC	51610-1	11010-1 · Checking - Prospera (...	
12/11/2023	2023 inv...		DEcember 2022- Novembe...	51610-1 · Maintenance & Operations	-3,200.00
TOTAL					-3,200.00
12/01/2023	28555	USPS		11010-1 · Checking - Prospera (...	
12/01/2023	20 rolls		20 rolls of stamps - Tax mai...	51420-9 · Postage	-1,320.00
TOTAL					-1,320.00

10:24 AM
12/07/23

Town of Neenah
Check Detail
December 14, 2023

Payroll
Gross = 13,834.85
Net = 11,420.06

Date	Num	Name	Memo	Account	Paid Amou...
12/14/2023	DD1669	Armstrong, Glenn	Direct Deposit	11010-1 · Checking - Prospera (...)	
			Direct Deposit	53311-0 · Highway & Street - Sal...	-100.00
			Direct Deposit	6-59305 · SW - Drainage - Salary	-320.00
			Direct Deposit	66000 · Nationwide Retirement Ex...	-31.50
			Direct Deposit	21520-0 · Nationwide Payable	31.50
			Direct Deposit	53311-1 · Hwy Mileage and Expen...	-34.06
			Direct Deposit	6-59306 · SW - Mileage and Expen...	-39.30
			Direct Deposit	65000 · Medicare Taxes	-6.09
			Direct Deposit	21514-0 · Medicare Taxes Payable	6.09
			Direct Deposit	21514-0 · Medicare Taxes Payable	6.09
			Direct Deposit	2110 · Direct Deposit Liabilities	487.27
TOTAL					0.00
12/14/2023	DD1670	Bluma, David	Direct Deposit	11010-1 · Checking - Prospera (...)	
			Direct Deposit	51110-1 · Supervisors - Salaries	-615.00
			Direct Deposit	51110-2 · Supervisors per diem	-90.00
			Direct Deposit	66000 · Nationwide Retirement Ex...	-52.88
			Direct Deposit	21520-0 · Nationwide Payable	52.88
			Direct Deposit	24000-0 · Payroll Liabilities	61.50
			Direct Deposit	65000 · Medicare Taxes	-10.22
			Direct Deposit	21514-0 · Medicare Taxes Payable	10.22
			Direct Deposit	21514-0 · Medicare Taxes Payable	10.22
			Direct Deposit	24000-0 · Payroll Liabilities	30.00
			Direct Deposit	2110 · Direct Deposit Liabilities	603.28
TOTAL					0.00
12/14/2023	DD1671	Boushele, Victoria L	Direct Deposit	11010-1 · Checking - Prospera (...)	
			Direct Deposit	51420-2 · Deputy Clerk/Tres. - Sal...	-1,930.00
			Direct Deposit	66000 · Nationwide Retirement Ex...	-144.75
			Direct Deposit	21520-0 · Nationwide Payable	144.75
			Direct Deposit	51420-1 · Clerk Treasurer Expense	-27.63
			Direct Deposit	24000-0 · Payroll Liabilities	78.00
			Direct Deposit	65000 · Medicare Taxes	-27.99
			Direct Deposit	21514-0 · Medicare Taxes Payable	27.99
			Direct Deposit	21514-0 · Medicare Taxes Payable	27.99
			Direct Deposit	24000-0 · Payroll Liabilities	54.47
			Direct Deposit	2110 · Direct Deposit Liabilities	1,797.17
TOTAL					0.00
12/14/2023	DD1672	Cardoza, Brooke	Direct Deposit	11010-1 · Checking - Prospera (...)	
			Direct Deposit	51110-1 · Supervisors - Salaries	-615.00
			Direct Deposit	51110-2 · Supervisors per diem	-45.00
			Direct Deposit	66000 · Nationwide Retirement Ex...	-49.50
			Direct Deposit	21520-0 · Nationwide Payable	49.50
			Direct Deposit	24000-0 · Payroll Liabilities	50.00
			Direct Deposit	65000 · Medicare Taxes	-9.57
			Direct Deposit	21514-0 · Medicare Taxes Payable	9.57
			Direct Deposit	21514-0 · Medicare Taxes Payable	9.57
			Direct Deposit	24000-0 · Payroll Liabilities	50.00
			Direct Deposit	2110 · Direct Deposit Liabilities	550.43
TOTAL					0.00

Town of Neenah
Check Detail
December 14, 2023

Date	Num	Name	Memo	Account	Paid Amou...
12/14/2023	DD1673	Davis, Douglas	Direct Deposit	11010-1 · Checking - Prospera (...)	
			Direct Deposit	51610-2 · Maintenance - Salary	-300.00
			Direct Deposit	66000 · Nationwide Retirement Ex...	-22.50
			Direct Deposit	21520-0 · Nationwide Payable	22.50
			Direct Deposit	51610-1 · Maintenance & Operations	-127.39
			Direct Deposit	65000 · Medicare Taxes	-4.35
			Direct Deposit	21514-0 · Medicare Taxes Payable	4.35
			Direct Deposit	21514-0 · Medicare Taxes Payable	4.35
			Direct Deposit	2110 · Direct Deposit Liabilities	423.04
TOTAL					0.00
12/14/2023	DD1674	Klinka, Gary	Direct Deposit	11010-1 · Checking - Prospera (...)	
			Direct Deposit	52400-0 · Building Inspection	-653.50
			Direct Deposit	66000 · Nationwide Retirement Ex...	-49.01
			Direct Deposit	21520-0 · Nationwide Payable	49.01
			Direct Deposit	65000 · Medicare Taxes	-9.48
			Direct Deposit	21514-0 · Medicare Taxes Payable	9.48
			Direct Deposit	21514-0 · Medicare Taxes Payable	9.48
			Direct Deposit	2110 · Direct Deposit Liabilities	644.02
TOTAL					0.00
12/14/2023	DD1675	Osero, Daniel W.	Direct Deposit	11010-1 · Checking - Prospera (...)	
			Direct Deposit	52210-0 · Fire Chief - Salary	-350.00
			Direct Deposit	66000 · Nationwide Retirement Ex...	-26.25
			Direct Deposit	21520-0 · Nationwide Payable	26.25
			Direct Deposit	65000 · Medicare Taxes	-5.08
			Direct Deposit	21514-0 · Medicare Taxes Payable	5.08
			Direct Deposit	21514-0 · Medicare Taxes Payable	5.08
			Direct Deposit	2110 · Direct Deposit Liabilities	344.92
TOTAL					0.00
12/14/2023	28571	Schmeichel, Robert E.		11010-1 · Checking - Prospera (...)	
				51100-1 · Chairman - Salary	-1,230.00
				51100-2 · Chairman per diem	-90.00
				66000 · Nationwide Retirement Ex...	-99.00
				21520-0 · Nationwide Payable	99.00
				24000-0 · Payroll Liabilities	100.00
				65000 · Medicare Taxes	-19.14
				21514-0 · Medicare Taxes Payable	19.14
				21514-0 · Medicare Taxes Payable	19.14
				24000-0 · Payroll Liabilities	57.02
TOTAL					-1,143.84
12/14/2023	DD1676	Skerke, Ellen J	Direct Deposit	11010-1 · Checking - Prospera (...)	
			Direct Deposit	51420-0 · Clerk - Salary	-5,560.00
			Direct Deposit	21530-0 · WRS Payable	378.08
			Direct Deposit	51421-0 · Clerk Retirement Expense	-378.08
			Direct Deposit	21530-0 · WRS Payable	378.08
			Direct Deposit	66000 · Nationwide Retirement Ex...	-417.00
			Direct Deposit	21520-0 · Nationwide Payable	417.00
			Direct Deposit	21533-0 · Health Insurance Payable	224.92
			Direct Deposit	51421-2 · Clerk- Health Insurance	-899.68
			Direct Deposit	21533-0 · Health Insurance Payable	899.68
			Direct Deposit	51420-4 · Office Expenses	-325.94
			Direct Deposit	24000-0 · Payroll Liabilities	825.00

**Town of Neenah
Check Detail
December 14, 2023**

Date	Num	Name	Memo	Account	Paid Amou...
			Direct Deposit	65000 · Medicare Taxes	-77.36
			Direct Deposit	21514-0 · Medicare Taxes Payable	77.36
			Direct Deposit	21514-0 · Medicare Taxes Payable	77.36
			Direct Deposit	24000-0 · Payroll Liabilities	214.53
			Direct Deposit	2110 · Direct Deposit Liabilities	4,166.05
TOTAL					0.00
12/14/2023	28572	Weiss, James		11010-1 · Checking - Prospera (...)	
				51110-1 · Supervisors - Salaries	-615.00
				51110-2 · Supervisors per diem	-45.00
				66000 · Nationwide Retirement Ex...	-49.50
				21520-0 · Nationwide Payable	49.50
				65000 · Medicare Taxes	-9.57
				21514-0 · Medicare Taxes Payable	9.57
				21514-0 · Medicare Taxes Payable	9.57
TOTAL					-650.43
12/14/2023	DD1677	Wilde, Thomas	Direct Deposit	11010-1 · Checking - Prospera (...)	
			Direct Deposit	51110-1 · Supervisors - Salaries	-615.00
			Direct Deposit	51110-2 · Supervisors per diem	-90.00
			Direct Deposit	66000 · Nationwide Retirement Ex...	-52.88
			Direct Deposit	21520-0 · Nationwide Payable	52.88
			Direct Deposit	51110-3 · Supervisors Expenses	-17.03
			Direct Deposit	24000-0 · Payroll Liabilities	77.00
			Direct Deposit	65000 · Medicare Taxes	-10.23
			Direct Deposit	21514-0 · Medicare Taxes Payable	10.23
			Direct Deposit	21514-0 · Medicare Taxes Payable	10.23
			Direct Deposit	24000-0 · Payroll Liabilities	25.19
			Direct Deposit	2110 · Direct Deposit Liabilities	609.61
TOTAL					0.00

10:24 AM
12/07/23

Town of Neenah
Check Detail
December 15, 2023

Fire officer Payroll
Gross = 2,050.00
Net = 2020.27

Date	Num	Name	Memo	Account	Paid Amou...
12/15/2023	DD1678	Dorton, Nickolas	Direct Deposit	11010-1 · Checking - Prospera (...	
			Direct Deposit	52200-0 · Fire Protection - Salaries	-125.00
			Direct Deposit	66000 · Nationwide Retirement Ex...	-9.38
			Direct Deposit	21520-0 · Nationwide Payable	9.38
			Direct Deposit	65000 · Medicare Taxes	-1.81
			Direct Deposit	21514-0 · Medicare Taxes Payable	1.81
			Direct Deposit	21514-0 · Medicare Taxes Payable	1.81
			Direct Deposit	2110 · Direct Deposit Liabilities	123.19
TOTAL					0.00
12/15/2023	DD1679	Lloyd, Irik M	Direct Deposit	11010-1 · Checking - Prospera (...	
			Direct Deposit	52200-0 · Fire Protection - Salaries	-375.00
			Direct Deposit	66000 · Nationwide Retirement Ex...	-28.13
			Direct Deposit	21520-0 · Nationwide Payable	28.13
			Direct Deposit	65000 · Medicare Taxes	-5.44
			Direct Deposit	21514-0 · Medicare Taxes Payable	5.44
			Direct Deposit	21514-0 · Medicare Taxes Payable	5.44
			Direct Deposit	2110 · Direct Deposit Liabilities	369.56
TOTAL					0.00
12/15/2023	DD1680	McArthur, James	Direct Deposit	11010-1 · Checking - Prospera (...	
			Direct Deposit	52200-0 · Fire Protection - Salaries	-150.00
			Direct Deposit	66000 · Nationwide Retirement Ex...	-11.25
			Direct Deposit	21520-0 · Nationwide Payable	11.25
			Direct Deposit	65000 · Medicare Taxes	-2.18
			Direct Deposit	21514-0 · Medicare Taxes Payable	2.18
			Direct Deposit	21514-0 · Medicare Taxes Payable	2.18
			Direct Deposit	2110 · Direct Deposit Liabilities	147.82
TOTAL					0.00
12/15/2023	DD1681	Osero, Daniel W.	Direct Deposit	11010-1 · Checking - Prospera (...	
			Direct Deposit	52200-0 · Fire Protection - Salaries	-125.00
			Direct Deposit	66000 · Nationwide Retirement Ex...	-9.38
			Direct Deposit	21520-0 · Nationwide Payable	9.38
			Direct Deposit	65000 · Medicare Taxes	-1.81
			Direct Deposit	21514-0 · Medicare Taxes Payable	1.81
			Direct Deposit	21514-0 · Medicare Taxes Payable	1.81
			Direct Deposit	2110 · Direct Deposit Liabilities	123.19
TOTAL					0.00
12/15/2023	DD1682	Plier, Christopher J.	Direct Deposit	11010-1 · Checking - Prospera (...	
			Direct Deposit	52200-0 · Fire Protection - Salaries	-750.00
			Direct Deposit	66000 · Nationwide Retirement Ex...	-56.25
			Direct Deposit	21520-0 · Nationwide Payable	56.25
			Direct Deposit	65000 · Medicare Taxes	-10.87
			Direct Deposit	21514-0 · Medicare Taxes Payable	10.87
			Direct Deposit	21514-0 · Medicare Taxes Payable	10.87
			Direct Deposit	2110 · Direct Deposit Liabilities	739.13
TOTAL					0.00

Town of Neenah
Check Detail
 December 15, 2023

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amou...</u>
12/15/2023	DD1683	Schultz, Henry P	Direct Deposit	11010-1 · Checking - Prospera (...)	
			Direct Deposit	52200-0 · Fire Protection - Salaries	-150.00
			Direct Deposit	66000 · Nationwide Retirement Ex...	-11.25
			Direct Deposit	21520-0 · Nationwide Payable	11.25
			Direct Deposit	65000 · Medicare Taxes	-2.18
			Direct Deposit	21514-0 · Medicare Taxes Payable	2.18
			Direct Deposit	21514-0 · Medicare Taxes Payable	2.18
			Direct Deposit	2110 · Direct Deposit Liabilities	147.82
TOTAL					0.00
12/15/2023	DD1684	Smington, Nathan S	Direct Deposit	11010-1 · Checking - Prospera (...)	
			Direct Deposit	52200-0 · Fire Protection - Salaries	-375.00
			Direct Deposit	66000 · Nationwide Retirement Ex...	-28.13
			Direct Deposit	21520-0 · Nationwide Payable	28.13
			Direct Deposit	65000 · Medicare Taxes	-5.44
			Direct Deposit	21514-0 · Medicare Taxes Payable	5.44
			Direct Deposit	21514-0 · Medicare Taxes Payable	5.44
			Direct Deposit	2110 · Direct Deposit Liabilities	369.56
TOTAL					0.00

9:12 PM
12/06/23

Town of Neenah
Payroll Transaction Detail
December 2023

Nationwide
\$ 1,148.54

Date	Num	Type	Source Name	Payroll Item	Wage Base	Amount
12/14/2023	DD16...	Paycheck	Armstrong, Glenn	Nationwide Retirement Fund	0.00	-31.50
						-31.50
12/14/2023	DD16...	Paycheck	Bluma, David	Nationwide Retirement Fund	0.00	-52.88
						-52.88
12/14/2023	DD16...	Paycheck	Boushele, Victoria L	Nationwide Retirement Fund	0.00	-144.75
						-144.75
12/14/2023	DD16...	Paycheck	Cardoza, Brooke	Nationwide Retirement Fund	0.00	-49.50
						-49.50
12/14/2023	DD16...	Paycheck	Davis, Douglas	Nationwide Retirement Fund	0.00	-22.50
						-22.50
12/15/2023	DD16...	Paycheck	Dorton, Nickolas	Nationwide Retirement Fund	0.00	-9.38
						-9.38
12/14/2023	DD16...	Paycheck	Klinka, Gary	Nationwide Retirement Fund	0.00	-49.01
						-49.01
12/15/2023	DD16...	Paycheck	Lloyd, Irik M	Nationwide Retirement Fund	0.00	-28.13
						-28.13
12/15/2023	DD16...	Paycheck	McArthur, James	Nationwide Retirement Fund	0.00	-11.25
						-11.25
12/14/2023	DD16...	Paycheck	Osero, Daniel W.	Nationwide Retirement Fund	0.00	-26.25
						-26.25
12/15/2023	DD16...	Paycheck	Osero, Daniel W.	Nationwide Retirement Fund	0.00	-9.38
						-9.38
12/15/2023	DD16...	Paycheck	Plier, Christopher J.	Nationwide Retirement Fund	0.00	-56.25
						-56.25
12/14/2023		Paycheck	Schmeichel, Rober...	Nationwide Retirement Fund	0.00	-99.00
						-99.00
12/15/2023	DD16...	Paycheck	Schultz, Henry P	Nationwide Retirement Fund	0.00	-11.25
						-11.25
12/15/2023	DD16...	Paycheck	Sirington, Nathan S	Nationwide Retirement Fund	0.00	-28.13
						-28.13
12/14/2023	DD16...	Paycheck	Skerke, Ellen J	Nationwide Retirement Fund	0.00	-417.00
						-417.00
12/14/2023		Paycheck	Weiss, James	Nationwide Retirement Fund	0.00	-49.50
						-49.50
12/14/2023	DD16...	Paycheck	Wilde, Thomas	Nationwide Retirement Fund	0.00	-52.88
						-52.88
TOTAL						-1,148.54

9:11 PM

12/06/23

Town of Neenah
Payroll Liability Balances
December 2023

Payroll Tax
Federal = \$1191.50
State = 868.83

	<u>BALANCE</u>
Payroll Liabilities	
Federal Withholding	1,191.50
Medicare Employee	218.81
Medicare Company	218.81
WI - Withholding	431.21
Medicare Employee Addl Tax	0.00
	<hr/>
Total Payroll Liabilities	<u>2,060.33</u>

9:13 PM
12/06/23
Accrual Basis

Town of Neenah
General Ledger
As of December 31, 2023

Wi Retirement
\$756.16

Type	Date	Num	Name	Memo	Split	Amount
21530-0 · WRS Payable						
Paycheck	12/14/2023	DD16...	Skerke, Ellen J	Direct Deposit	11010-1 · Che...	378.08
Paycheck	12/14/2023	DD16...	Skerke, Ellen J	Direct Deposit	11010-1 · Che...	378.08
Total 21530-0 · WRS Payable						<u>756.16</u>
34300-0 · Fund Balances Town of Neenah						
Total 34300-0 · Fund Balances Town of Neenah						
51420-0 · Clerk - Salary						
Paycheck	12/14/2023	DD16...	Skerke, Ellen J	Direct Deposit	11010-1 · Che...	-5,560.00
Total 51420-0 · Clerk - Salary						<u>-5,560.00</u>
TOTAL						<u><u>-4,803.84</u></u>

9:12 PM
12/06/23
Accrual Basis

Town of Neenah
General Ledger
As of December 31, 2023

Health Insurance

\$ 1,124.60

Type	Date	Num	Name	Memo	Split	Amount
21533-0 · Health Insurance Payable						
Paycheck	12/14/2023	DD16...	Skерke, Ellen J	Direct Deposit	11010-1 · Che...	224.92
Paycheck	12/14/2023	DD16...	Skерke, Ellen J	Direct Deposit	11010-1 · Che...	899.68
Total 21533-0 · Health Insurance Payable						1,124.60
TOTAL						1,124.60

Town of Neenah
Deposit Detail
November 2023

Deposit

Type	Date	Name	Memo	Account	Amount
Deposit	11/03/2023		Deposit	11010-1 · Checking - Pr...	268.47
		Winnebago County Tr...	Municipal Credit for tip...	53635-0 · Recycling	-268.47
TOTAL					-268.47
Deposit	11/07/2023		Deposit	11011-1 · General MM - ...	1,716.26
		Assessment letters	Deposit	46110-0 · Clerk's Assess...	-80.00
		Building Permits	Deposit	44310-0 · Building Permits	-1,290.26
		Dog Licenses	Deposit	44210-0 · Dog Licenses F...	-20.00
		MB/FS Rent	Deposit	48200-1 · Municipal Buildi...	-250.00
		Other	Ellen jacket	51420-1 · Clerk Treasurer...	-76.00
TOTAL					-1,716.26
Deposit	11/10/2023		Deposit	11011-1 · General MM - ...	1,000.00
		Other	Adult Soccer League - ...	48000-0 · Misc.Revenue	-1,000.00
TOTAL					-1,000.00
Deposit	11/20/2023		Deposit	11011-1 · General MM - ...	60,239.94
		WI Dept. of Revenue	November 2023 paym...	43410-0 · State Shared R...	-39,611.55
		WI Dept. of Revenue	November 2023	43410-1 · Utility Revenue	-20,628.39
TOTAL					-60,239.94
Deposit	11/27/2023		Deposit	11011-1 · General MM - ...	8,503.56
		Assessment letters	Deposit	46110-0 · Clerk's Assess...	-20.00
		WE Energies	Deposit	44320-0 · Road Permits	-25.00
		Charter Communicati...	Deposit	44100-0 · Charter Comm. ...	-5,027.54
		AT & T Franchise Fees	Deposit	44101-0 · At&T Franchise...	-231.56
		MB/FS Rent	Kinjerski November Re...	48200-1 · Municipal Buildi...	-500.00
		MB/FS Rent	Tepolt - January Renta...	48200-1 · Municipal Buildi...	-200.00
		Zoning Permits	Seegers - Zoning Map ...	44400-0 · Zoning /Landfill ...	-210.00
		Liquor/Beer Licenses	Paynes Point Temp LI...	44110-0 · Liquor,Beer,&Ci...	-10.00
		Motel Tax	Q3 2023 plus back tax...	41210-0 · Motel Tax	-2,223.46
		Other	V. Boushele - reimburs...	51420-1 · Clerk Treasurer...	-56.00
TOTAL					-8,503.56
Deposit	11/30/2023		Deposit	11011-1 · General MM - ...	1,630.97
		Cell Tower Rent	Deposit	48200-4 · Cell Tower	-1,630.97
TOTAL					-1,630.97
Deposit	11/30/2023		Deposit	11011-1 · General MM - ...	245.88
		Winnebago County Tr...	municipality credit tippl...	53635-0 · Recycling	-245.88
TOTAL					-245.88
Deposit	11/30/2023		Interest	6-11021 · Stormwater C...	1,072.21
			Interest	6-48170 · Interest Income...	-1,072.21
TOTAL					-1,072.21

Town of Neenah
Deposit Detail
 November 2023

Type	Date	Name	Memo	Account	Amount
Deposit	11/30/2023		Interest	11011-1 · General MM - ...	1,440.55
			Interest	48110-0 · Interest Income	-1,440.55
TOTAL					-1,440.55
Deposit	11/30/2023		Interest	6-11020 · SW Savings - ...	1,137.50
			Interest	6-48150 · Interest Income...	-1,137.50
TOTAL					-1,137.50
Deposit	11/30/2023		Interest	11010-1 · Checking - Pr...	3.84
			Interest	48110-0 · Interest Income	-3.84
TOTAL					-3.84
Deposit	11/30/2023		Interest	11900-0 · BNY Mellon - P...	6,432.67
			Interest	48110-0 · Interest Income	-6,432.67
TOTAL					-6,432.67
Deposit	11/30/2023		Interest	11320-5 · BNY Mellon - T...	119.58
			Interest	48160-0 · Interest Income...	-119.58
TOTAL					-119.58
Deposit	11/30/2023		Interest	6-11050 · SW - BNY Mell...	2,121.33
			Interest	6-48150 · Interest Income...	-2,121.33
TOTAL					-2,121.33

Town of Neenah
2024-2025 Election Inspectors Appointment
Appointed for a term January 1, 2024 - December 31, 2025

- Lori Arkens
- Tom Arkens
- Kristi Armstrong
- Dawn Barker
- Sharon Behringer
- Dave Bluma
- Pat Bowen
- Linda Eply
- Sandra Gauger
- Kay Hendrickson
- Thomas Nelson
- Lori Sargent
- Sue Schmeichel
- Deborah Shadduck
- Ginger Stanek
- Eileen Swanson
- Wanda Webster
- Barb Wilde

MEMORANDUM

To: Town Board

From: Ellen Skerke, Administrator-Clerk-Treasurer



Date: December 11, 2023

Memo: Amended and Restated Easement

Background

The Town of Neenah has a drainage easement on Hunters Point Road between 580 Hunters Point Road and 584 Hunters Point Road. The easement has been in place since 1986 when a stormwater pipe was installed in the easement to drain stormwater under Hunters Point Road to Lake Winnebago by the outfall.

Both 580 and 584 Hunters Point Road changed ownership in the last 5- 8 months. 580 Hunters Point Road was owned by Alex Schmitzer who passed away in January 2023 and 584 Hunters Point Road property owner moved away. The new property owners may or may not have been aware of the easement when they purchased the property. This particular situation is somewhat unique in that we exercise the right of the easement to access the outfall on a regular basis for clearing accumulation of zebra mussels.

New Property Owners in 2023

Katie Cook
584 Hunters Point Road

Bryce and Brennen Budiac
580 Hunters Point Road

Purpose

In mid-November we discovered that the property owner at 584 Hunters Point Road was installing a fence in the drainage easement with no regard to the existing stormwater pipe. Glenn Armstrong, Ben Hamblin and Bob Schmeichel were all involved in conversations with the property owner at 584 Hunters Point Road and we eventually came to a compromise of where the fence could be installed within the easement. Verbally, the discussion included the fact that the installation within the easement was at the property owner's risk. If, in the future, the fence needed to be removed for maintenance of the stormwater pipe, the Town would not be responsible to repair or replace the fence.

I prepared a letter to this effect for the property owner to sign acknowledging she understood and forwarded to Bob Schmeichel, Glenn Armstrong and Matt Parmentier for review.

Matt Parmentier's recommendation is that rather than a letter, we should update the existing easement to have a clear document with well-defined rights, and obtain signatures from the current property owners at 580 and 584 Hunters Point Road.

This agenda item is to approve the Amended and Restated Easement. The only pending document is a map depicting the physical location of the fence. Ben Hamblin will help to prepare that document.

My recommendation is that the Town Board approve the easement giving the Chairman and myself the ability to work with Matt Parmentier to finalize the document and work with the property owners to obtain their signatures.

	AMENDED AND RESTATED EASEMENT AGREEMENT	
Document Number:		
Return Address:	Town of Neenah c/o Town Administrator-Clerk-Treasurer 1600 Breezewood Lane Neenah, WI 54956	
Parcel I.D. Number:		Recording Area

This Amended and Restated Easement Agreement (“Agreement”) is entered into by and among the Town of Neenah, Winnebago County, Wisconsin (“Town”), Katie Cook (“Cook”), and Bryce and Brennen Budiak (the “Budiaks”). It applies to the property described as “Culvert Easement Per Document No 664371” in the attached Exhibit A (the “Easement Area”).

RECITALS:

A. Cook is the owner of the property located at 584 Hunters Point Road (the “Cook Property”), which is located in the Town.

B. The Budiaks are owners of the property located at 580 Hunters Point Road (the “Budiak Property”), which is also located in the Town and is located immediately north of the Cook Property.

C. The Cook Property and the Budiak Property are each subject to an Easement dated October 1, 1986, a copy of which is attached as Exhibit B.

D. The full terms of the Easement are set forth therein. But generally speaking, the Easement permits the Town to enter onto the Easement Area for the purpose of maintenance, use, and improvement of a storm sewer that runs through the Easement Area from the Hunters Point Road right-of-way to Lake Winnebago.

E. For the Town to fully exercise its rights under the Easement, it is important that no vegetation, structures, or other objects be placed within the Easement Area that would interfere with the Town’s ability to use the area for the Easement’s intended purposes.

F. Cook has approached the Town seeking permission to install a fence within the Easement Area, more particularly in the location identified on the attached Exhibit C. The Town is willing to allow the fence to be installed in that location on the terms and conditions described herein.

G. The Budiacs predecessors in title constructed structures that encroach within the Easement Area. The location of the structures is shown on **Exhibit A**. The Town is willing to approve and ratify the current locations of the structures on the terms and conditions described herein.

H. The purpose of this Agreement is to restate the original Easement and to amend it as described herein.

AGREEMENT:

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

1. Easement. Cook and the Budiacs affirm, re-state, and grant to the Town a perpetual drainage utility easement and right-of-way over, across, under, and within the Easement Area for the purpose of using, maintaining, improving, repairing, and replacing the storm sewer running from Hunters Point Road to the low-water mark of Lake Winnebago. These rights include the right to operate vehicles and equipment within the Easement Area.

2. Term. This Agreement and all rights and obligations established hereby shall be perpetual.

3. Indemnification. The Town shall indemnify Cook and the Budiacs from and against all loss, costs (including reasonable attorneys' fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Town's activities conducted in the Easement Area, except to the extent caused by the negligence or misconduct of the Cooks or Budiacs.

4. Consistent Uses Allowed. Cook and the Budiacs reserve the right to use the Easement Area for purposes that will not interfere with the Town's full enjoyment of the easement rights granted in this Agreement.

5. Maintenance Easement Area. Cook and the Budiacs shall not plant, install, or erect anything in the Easement Area that would obstruct the access to and/or the performance of the improvements located therein. If either owner fails to comply with these requirements, the Town may perform any resulting necessary maintenance or removal, in the sole discretion of the Town, and charge all associated costs against the affected Property. Cook and the Budiacs hereby waive all rights of notice, hearing, and appeal in connection with maintenance costs resulting in a charge to the affected Property, such as special charges, special assessments, or special taxes.

Notwithstanding the foregoing, Cook is expressly permitted to install a fence within the Easement Area in the location identified in the attached Exhibit C. Similarly, the Budiacs are permitted to maintain the encroaching structures identified in the attached Exhibit A within the Easement Area.

However, if at any time removal of any permitted encroachment is necessary in order

for the Town to exercise its rights under this Agreement, the Town may order the affected owner to remove the encroachment by a date certain. If the encroachment is not removed by the date set forth in the Town's order, the Town may have the encroachment removed and charge the cost thereof to the affected Property as a special charge. Cook and the Budiacs hereby waive all rights of notice, hearing, and appeal in connection with such charges.

6. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

7. Non-Use. Non-use or limited use of the Easement Area shall not prevent the benefiting party from later use of the Easement Area to the fullest extent authorized in this Agreement.

8. Authority. The parties represent and warrant that the execution and delivery of this Agreement by the person signing this Agreement has been duly authorized by all necessary action. This Agreement constitutes a valid and binding obligation. None of the execution, delivery, or performance obligations under this Agreement will violate or conflict with any other agreement to which either party is bound.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

10. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Winnebago County, Wisconsin.

11. Notices. All notices to any party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

14. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

15. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

16. Enforcement. Enforcement of this Agreement may be by proceedings at law or in

equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, from the non-prevailing party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

KATIE COOK:

Date: _____ Signature: _____

State of Wisconsin)
) ss
Winnebago County)

Personally came before me this ____ day of _____, 20____, the above-named Katie Cook, to me known to be the person(s) who executed and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

BRYCE AND BRENNAN BUDIAC:

Date: _____ Signature: _____

Date: _____ Signature: _____

State of Wisconsin)
) ss
Winnebago County)

Personally came before me this ____ day of _____, 20____, the above-named Bryce and Brennan Budiac, to me known to be the persons who executed and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

TOWN OF NEENAH

Date: _____ By: _____
Robert Schmeichel, Chairperson

State of Wisconsin)
) ss
Winnebago County)

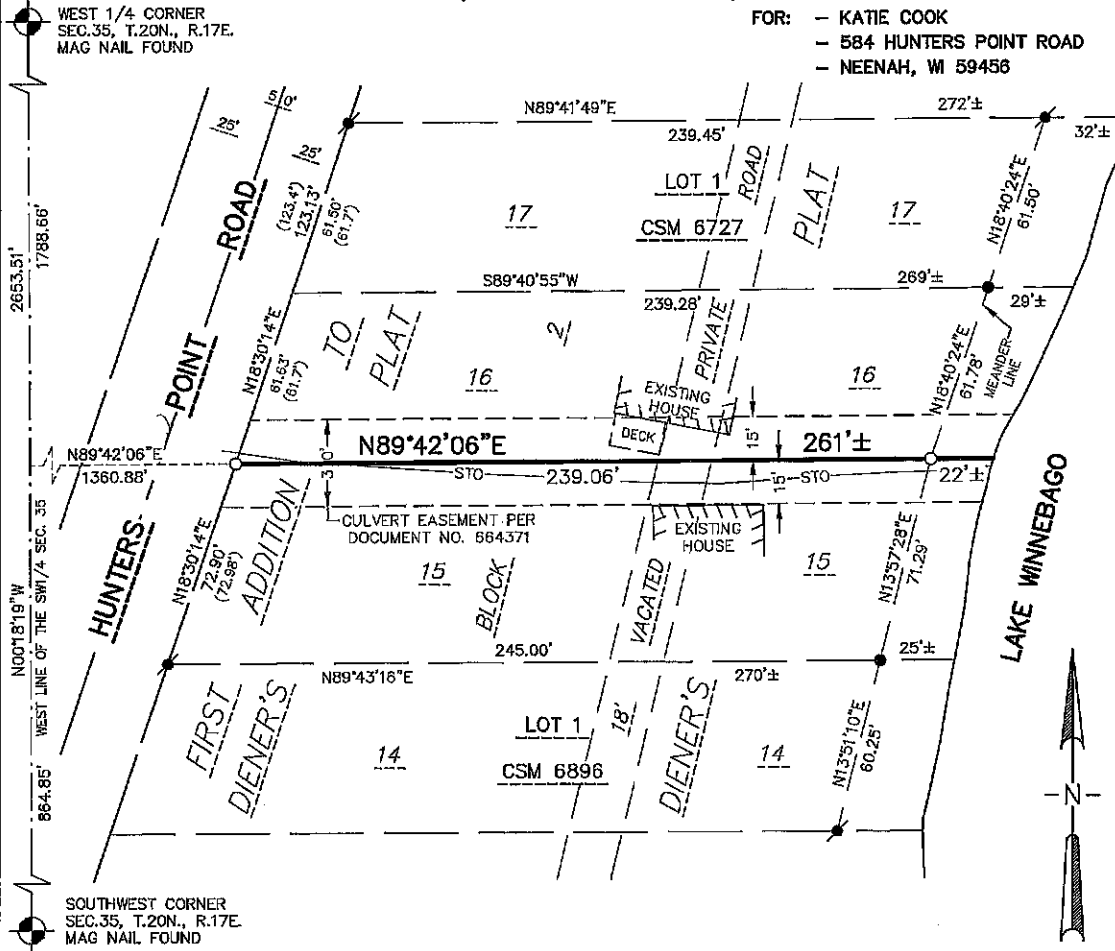
Personally came before me this ____ day of _____, 20____, the above-named Robert Schmeichel, to me known to be the person who executed and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

This document drafted by Attorney Matthew Parmentier

PROPERTY SURVEY MAP

A SURVEY OF THE NORTH LINES OF LOT 15, DIENER'S PLAT AND LOT 15, BLOCK 2, FIRST ADDITION TO DIENER'S PLAT AND THE EASTERLY/WESTERLY EXTENSION OF SAID NORTH LINES TO THE CENTERLINE OF VACATED PRIVATE ROAD, BEING PART OF GOVERNMENT LOT 4 OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 17 EAST, TOWN OF NEENAH, WINNEBAGO COUNTY, WISCONSIN.



WEST 1/4 CORNER SEC. 35, T. 20N., R. 17E. MAG NAIL FOUND

FOR: - KATIE COOK
- 584 HUNTERS POINT ROAD
- NEENAH, WI 54956

asecliar, W:\PROJECTS\N0003\092300172\20_584_hunters_point_road\PropertySurvey_584-Hunters Point Rd.dwg, Plot Date: 12/1/2023 8:48 AM

SURVEYOR'S CERTIFICATE:

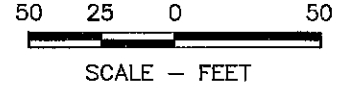
The property as shown and described on this map was surveyed under my direction and control according to the Wisconsin Administrative Code, Chapter A-7 of Minimum Standards for Property Surveys, and is a correct representation of said survey, to the best of my knowledge and belief.

Douglas E. Woelz
Douglas E. Woelz,
WI Professional Land Surveyor S-2327

12-01-2023
Date



BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 17 EAST, WHICH BEARS N00°18'19"W PER THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR WINNEBAGO COUNTY



SCALE - FEET

LEGEND

- - 3/4" x 18" ROUND IRON REBAR WEIGHING 1.5 lbs./lineal ft. SET
- ⚡ - 3/4" REBAR FOUND
- - 1" IRON PIPE FOUND
- () - RECORDED BEARING AND/OR DISTANCE
- EXISTING BUILDING
- STO- - APPROXIMATE LOCATION OF STORM PIPE

McMAHON

ENGINEERS ARCHITECTS

Project No. N0003 092300172.20 Date NOV. 2023 Scale 1"=50'
Drawn By AMS Field Book 1542 Page 33
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284

File No.

EASEMENT

THIS INSTRUMENT, made this 1. day of October, 1986, by and between William W. Klavetter and Jeanne M. Klavetter, as her interest may appear, 514 Hunters Point Road, Town of Neenah, Winnebago County, Wisconsin, Alexander Louis Schmitzer, Jr., a single man, 580 Hunters Point Road, Town of Neenah, Winnebago County, Wisconsin, parties of the first part, and the Town of Neenah, Winnebago County, Wisconsin, a Wisconsin municipal corporation, party of the second part.

WHEREAS, William W. Klavetter and Jeanne M. Klavetter, as her interest may appear, are the owners of the following parcel of property situated in the Town of Neenah, Winnebago County, Wisconsin, described as follows:

PARCEL A:

Lot Fifteen (15) of that portion of DIENERS PLAT, in the Town of Neenah, included within the limits of Fractional Lot Four (4) of Section Thirty-five (35), Township Twenty (20), North of Range Seventeen (17) East, said premises being subject to well agreement dated April 20, 1951, recorded in Volume 664, page 231 of the Winnebago County Registry

Lot Fifteen (15) of Block Two (2) in FIRST ADDITION TO DIENERS PLAT of Fractional Section Two (2), Township Nineteen (19), North of Range Seventeen (17) East, Government Lot Four (4), Section Thirty-five (35), Township Twenty (20), North of Range Seventeen (17) East, Town of Neenah, said premises being subject to well agreement dated April 20, 1951, and recorded in Volume 664, page 231 of the Winnebago County Registry.

AND WHEREAS, Alex Louis Schmitzer, Jr., a single man, owns the following parcel of property situated in the Town of Neenah, Winnebago County, Wisconsin, described as follows:

PARCEL B:

Lot Sixteen (16) in DIENERS PLAT Map of South One-half (S 1/2) Southwest One-quarter (SW 1/4) Section Thirty-five (35) and all of Section Two (2), Township Nineteen (19) and Twenty (20) North, Range No. Seventeen (17) East, Town of Neenah, Winnebago County, Wis., subject to the rights granted by well agreement recorded in Winnebago County Registry in Vol. 664, on page 231.

Lot Sixteen (16) of Block Two (2) in FIRST ADDITION TO DIENERS PLAT of Fractional Section Two (2), Township Nineteen (19) North, Range Seventeen (17) East, Government Lot Four (4), Section Thirty-five (35), Township Twenty (20) North, Range Seventeen (17) East, Town of Neenah, Winnebago County, Wisconsin.

Together with a right-of-way over the North Twenty (20) feet of Lot Six (6), DIENERS PLAT and over the North Twenty (20) feet of Lot Six (6), Block Two (2) in FIRST ADDITION TO DIENERS PLAT.

WHEREAS, said parties of the first part desire to give an easement over the above-described properties to the party of the second part.

WITNESSETH:

That the said parties of the first part for valuable consideration grant to party of the second part a perpetual easement as follows:

1. William A. Klavetter and Jeanne M. Klavetter, as her interest may appear, as to Parcel A, to enter upon the North Fifteen feet (15') of Parcel A;
2. Alexander Louis Schmitzer, Jr., a single man, as to Parcel B, to enter upon the South Fifteen feet (15') of Parcel B;

to permit the party of the second part, the Town of Neenah, to enter upon such lands for the purpose of maintenance, use and improvement of the culvert running from Hunters Point Road to the high water mark of Lake Winnebago.

This easement shall be considered as a covenant running with the land and shall be binding on the heirs, successors and assigns of the parties of the first part.

Dated: October 6, 1986

William W. Klavetter
William W. Klavetter

Jeanne M. Klavetter
Jeanne M. Klavetter

STATE OF WISCONSIN)
WINNEBAGO COUNTY) ss.

Oct Personally came before me, this 7 day of October, 1986, the above named William W. Klavetter and Jeanne M. Klavetter, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

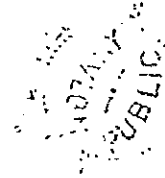
Earle Williams
Notary Public, Winnebago County
My Commission 7-10-86

Alexander Louis Schmitzer, Jr.
Alexander Louis Schmitzer, Jr.,
a single man

STATE OF WISCONSIN)
) ss.
WINNEBAGO COUNTY)

Oct Personally came before me, this 7 day of
, 1986, the above named Alexander Louis Schmitzer, Jr., to
me known to be the person who executed the foregoing instrument
and acknowledged the same.

Carole Williams
Notary Public, Winnebago County
My Commission 7-10-86



Dated at Neenah, Wisconsin, this 1st day of October, 1986.

TOWN OF NEENAH, a municipal corporation

By William Book
William Book, Chairman

Attest:

Carita Williams
Carita Williams, Clerk

STATE OF WISCONSIN)
)ss.
WINNEBAGO COUNTY)

Personally came before me, this 1st day of October, 1986, William Book, Chairman, and Carita Williams, Clerk, of the above named Town of Neenah, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Chairman and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such town officials, as the act of said municipal corporation, by its authority.

Jacques Olson
Notary Public, Winnebago County, WI
My Commission 1982-87

This instrument was drafted by:
Jeffrey F. Snyder, Attorney at Law
Neenah, Wisconsin 54956

M 664371 H

Register's Office
Winnebago County, Wis.
Received for record
this 16th Day of
October
A.D. 1986 at
8:10 o'clock AM

Erin J. Lalumel
REGISTER OF DEEDS

Carita Willey, Clerk
Tom J. Jensen *AS*
1648 S. Park Dr. *12*
Neenah

RESOLUTION NO. 2023-36

**ACCEPT FUNDING IN THE AMOUNT OF \$5,000
FROM THE WISCONSIN DEPARTMENT OF REVENUE - URBAN
FORESTRY GRANT PROGRAM**

TOWN OF NEENAH, WINNEBAGO COUNTY, WISCONSIN

WHEREAS, Per Town of Neenah Ordinance 2023-17 approved on July 24, 2023, the Town of Neenah Board of Supervisors authorized applying for an Urban Forestry Grant; and,

WHEREAS, the Town of Neenah Parks and Trails Committee budget sufficient funds for a total forestry expenditure of \$11,955.00 both in actual dollars and volunteer time, in the 2024 Town of Neenah Budget; and,

WHEREAS, The Town of Neenah was awarded a grant in the amount of \$5,000 per attached award documentation from the State of Wisconsin Department of Natural Resources.

NOW THEREFORE BE IT RESOLVED, that the Town hereby accepts the award granted by the Wisconsin Department of Natural Resources for Urban Forestry Grant – 2024 Start-Up Year One – Parks program in the amount of \$5,000.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Chairman and Administrator-Clerk-Treasurer are authorized to complete and sign the necessary documentation to accept and administer the urban forestry grant award.

Adopted this 11th day of December 2023.

TOWN OF NEENAH:

Robert E. Schmeichel, Town Chairman

ATTEST:

Ellen Skerke, Administrator-Clerk-Treasurer

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Adam N. Payne, Secretary-Designee
Telephone 608-287-7556
Toll Free 1-888-936-7463
TTY Access via relay - 711



December 5, 2023

► **REQUIRES IMMEDIATE ACTION** ◀

**Urban Forestry
Grant# 24UF1608
Grant Amount: \$5,000.00**

Ms. Ellen Skerke
Town Administrator
Town Of Neenah
1600 Breezewood Ln
Neenah, WI 54956

Dear Ms. Skerke:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: **TOWN OF NEENAH 2024 STARTUP YEAR ONE - PARKS**

Please review and print the agreement. Return the original signed and dated by the **Authorized Representative, within 10 business days of this letter's date**, to:

Mail hard copies:

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

Scan and Email:

Scan the signed agreement and attach to an email addressed to
DNRUrbanForestryGrants@wisconsin.gov

Contacts:

Nicolle Spafford, Program Specialist
715-896-7099

Keep a copy for your file.

Funds will be encumbered when the signed agreement is returned. Please read the items checked below. They apply to your project and grant award.

- Grant Award Time Period: January 1, 2024 through December 31, 2024.** All project activities must occur within this time period to be eligible. Do not incur costs prior to the Grant Award Start Date, regardless of the date on which this grant agreement is signed.
- Changes to the approved project scope, time period, and/or budget** may not be made without prior approval from the Department.
- An interim report of the project's activities will be due within 6 months of the Grant Award Start Date. A final report of the project's activities will be due within 90 days of grant expiration. Send the report to your Regional Urban Forestry Coordinator, Tracy Salisbury, DNR – 2984 Shawano Avenue, Green Bay, WI 54313-6727.**
- Please check your local procedures to insure you comply with all applicable state laws regarding competitive bidding and awarding. If you have any questions regarding bidding and/or awarding procedures, contact your organization's or agency's attorney for advice. The Procurement Guide for Local Governments Receiving Grants (State or Federal) from the Wisconsin Department of Natural Resources explains the department's general bidding and contracting standards for grant projects.

Please note that any construction work or work performed by a consultant or other service provider totaling \$25,000 or more requires a written contract. The contract should specify the financial terms, contract duration and services to be rendered. The regional urban forestry coordinator should review the contract prior to signing. A copy of the contract should be submitted with or before the final report.

Instructions and forms for the financial administration of the project are located in the *2024 Recordkeeping & Reimbursement Guide* (will be updated soon) and available at: dnr.wi.gov keyword: UF Grant. Submit the final reimbursement information as soon as possible, or no later than **March 31, 2025**. If you charge equipment usage to the grant, refer to the “DOT 2024 Classified Equipment Rates” (will be available in January) to establish the eligible rate or estimated life of the equipment.

Actual fringe benefits, not to exceed the rate established annually by the Department of Administration (DOA), are eligible as part of the sponsor’s labor costs. For 2024 grant projects, the DOA maximum fringe benefit rate is 47.60 percent. Fringe benefits may include employee insurance, retirement plans, Social Security contributions, Worker Compensation Insurance, etc.

If you are considering the use of a consultant, please review this online reference: “Guidelines for Working with Consultants on Urban Forestry Grant Projects”. These guidelines may assist you in your work with consultants.

There may be other enclosures depending on the conditions listed in this grant agreement. **Read the special conditions carefully.** If you have questions about the grant agreement, contact Nicolle Spafford, Urban Forestry Grants Specialist. For questions about the details of your project, contact your Urban Forestry Coordinator.

The Department of Natural Resources is pleased to participate with you in this urban forestry project.

Sincerely,



Carmen Hardin
Bureau Director of Applied Forestry

Enclosure(s)

C: Tracy Salisbury – DNR Urban Forestry Coordinator, Green Bay
Thomas Jankowski – Project Manager

GRANT CONDITIONS

NOTICE: Collection of this information is authorized under s. 26.145, Wis. Stats., and chapter NR 47, subchapters I and VIII, Wis. Admin. Code. Personally identifiable information will be used for managing grants and is not intended to be used for other purposes.

Sponsor <p style="text-align: center;">Town Of Neenah</p>	Project Number <p style="text-align: center;">24UF1608</p>
---	--

Project Title

TOWN OF NEENAH 2024 STARTUP YEAR ONE - PARKS

Period Covered by This Agreement <p style="text-align: center;">January 1, 2024 through December 31, 2024</p>	Name of Program <p style="text-align: center;">Urban Forestry Grant Program</p>
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Project Scope and Description of Project

The Town Of Neenah shall participate in the Urban Forestry Grant Program by providing the following items as described in the project application.

Project Description: Town of Neenah currently has no established program for tree management. EAB is impacting our tree inventory and when we do plant a new tree, it has been haphazard. We want to develop a plan for where and what to plant as well as start to replace numerous trees that have been removed recently. Moving forward in year two and three of the start-up program, we wish to establish an Urban Forestry Management Plan and develop a Tree Ordinance. This ordinance would also identify opportunities to establish guidelines for new subdivision creation or property acquisitions, included would be reforestation for catastrophic events. Parks and Trails Committee / Chair to assist with the plan and development / volunteer time to the program Cowling Property Management to manage tree removal and planting.

Scope Details:

- Tree Maint, Planting**
- Tree Maint, Removal**

Project Cost: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Total Cost</td> <td style="text-align: right; border-bottom: 1px solid black;">\$11,955.00</td> </tr> <tr> <td>Fund Support</td> <td style="text-align: right; border-bottom: 1px solid black;">50%</td> </tr> <tr> <td>State Aid Amount</td> <td style="text-align: right; border-bottom: 1px solid black;">\$5,000.00</td> </tr> <tr> <td>Sponsor Share</td> <td style="text-align: right; border-bottom: 1px solid black;">\$6,955.00</td> </tr> </table>	Total Cost	\$11,955.00	Fund Support	50%	State Aid Amount	\$5,000.00	Sponsor Share	\$6,955.00	The following documents are hereby incorporated into and made part of this agreement: 1. Chapter NR 47, Subchapters I and V, Wisconsin Administrative Code 2. Urban Forestry Grant Application and attachments dated September 18, 2023
Total Cost	\$11,955.00								
Fund Support	50%								
State Aid Amount	\$5,000.00								
Sponsor Share	\$6,955.00								

GRANT CONDITIONS

A. GENERAL CONDITIONS

1. **PERFORMANCE.** The State of Wisconsin Department of Natural Resources (hereafter DEPARTMENT) and the Town Of Neenah (hereafter PROJECT SPONSOR) mutually agree to perform this agreement in accordance with the Urban Forestry Grant Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances attached hereto and made a part hereof.
2. **INDEPENDENT CONTRACTOR.** The PROJECT SPONSOR is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
3. **ENTIRE GRANT AGREEMENT.** This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded.
4. **GRANT AGREEMENT AMENDMENTS.** Any cost adjustments must be made by a written amendment to this agreement, signed by both parties, prior to the expenditure of funds or the termination date of the agreement. Adjustments for time of performance or scope of work may be granted to the PROJECT SPONSOR by the DEPARTMENT in writing without the requirements of PROJECT SPONSOR's signature.
5. **SUSPENSION OF OBLIGATIONS.** Failure by the PROJECT SPONSOR to comply with the terms of this agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the PROJECT SPONSOR. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the DEPARTMENT's discretion.
6. **AFFIRMATIVE ACTION PLAN.** If this agreement is for an amount of at least twenty-five thousand dollars (\$25,000), the PROJECT SPONSOR agrees to submit a written affirmative action plan to the DEPARTMENT within 15 business days after the Agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (PROJECT SPONSORS with an annual work force of fewer than twenty-five (25) employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the termination of this agreement by the DEPARTMENT or withholding of payment.
7. **The PROJECT SPONSOR agrees:**
 - a. **OFFER ACCEPTANCE.** To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the Urban Forestry Grant Coordinator one original agreement duly signed by the authorized representative. Once signed, the agreement is binding.
 - b. **DECLINING OFFER.** To notify the DEPARTMENT, in writing, of its decision to decline this offer of financial assistance at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be terminated, modified, or amended only by mutual agreement of both parties in writing.
 - c. **EXECUTION OF AGREEMENT.** To execute the project described in the grant agreement in accordance with this agreement in consideration of the promises made by the DEPARTMENT herein.
 - d. **APPLICABLE LAW.** To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling the terms of this agreement.
 - e. **BIDDING.** To comply with all applicable local and state contract and bidding requirements. The PROJECT SPONSOR should consult its legal counsel with questions concerning contracts and bidding. The PROJECT SPONSOR may obtain the following document from the DEPARTMENT by calling the grant manager associated with this grant agreement: *Procurement Guide for Local Governments Receiving DNR Grants*.
 - f. **ACCOUNTING AND FISCAL RECORDS; RECORDS RETENTION; ACCESS.** To comply with the Urban Forestry grant program procedures, a copy of which is attached hereto and made a part hereof.

Accounting and fiscal records shall be maintained to reflect the receipt and expenditure of all funds used for this project. If an advance is provided, all grant funds shall be credited promptly upon receipt in a separate account. These funds shall be expended only for project costs. Accounts, documents, and records related to this project shall be retained by the PROJECT SPONSOR for a period of three (3) years following the end of this agreement. The PROJECT SPONSOR agrees to allow the DEPARTMENT access to these records upon request.

- g. **INDEMNIFICATION.** To save, hold harmless, defend, and indemnify the State of Wisconsin, the DEPARTMENT and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of PROJECT SPONSOR's employees, agents or representatives.
- h. **REPAYMENT; TERMINATION.** To reimburse the DEPARTMENT any and all funds the DEPARTMENT deems appropriate in the event the PROJECT SPONSOR fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description, or this agreement. In addition, should the PROJECT SPONSOR fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment. Upon notification of grant termination, any grant advance or payment not substantiated by documentation shall be immediately returned to the DEPARTMENT by the PROJECT SPONSOR.
- i. **NON-DISCRIMINATION.** In connection with the performance of work under this Agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the PROJECT SPONSOR further agrees to take affirmative action to ensure equal employment opportunities. The PROJECT SPONSOR agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the termination of this Agreement or withholding of payment.

8. The DEPARTMENT agrees:

- a. **GRANT ENCUMBRANCE AND PAYMENT.** In consideration of the covenants and agreements made by the PROJECT SPONSOR herein, to obligate for the PROJECT SPONSOR the amount listed as the State Aid Amount on the first page of this agreement and to tender to the PROJECT SPONSOR that portion of the obligation which is required to pay the DEPARTMENT's share of the costs based upon the state providing 50 percent of the eligible project costs not to exceed a maximum of \$5,000.00.
- b. **INDEPENDENT CONTRACTOR.** That the PROJECT SPONSOR shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the PROJECT SPONSOR or the PROJECT SPONSOR's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the PROJECT SPONSOR's employees or agents.
- c. **ACCESS TO RECORDS.** To retain its right to examine all accounts, documents, and records of the PROJECT SPONSOR as they relate to this agreement.
- d. **TERMINATION.** To reserve its right to terminate this agreement for failure by the PROJECT SPONSOR to comply with any provision of this agreement.

B. SPECIAL CONDITIONS

1. The PROJECT SPONSOR agrees to sign and return the grant agreement **within 10 business days** of receipt of this agreement.
2. The PROJECT SPONSOR agrees that it will charge only the actual fringe benefits eligible, not to exceed the rate established annually by the Department of Administration (DOA), as part of the sponsor's labor costs. For 2024 grant projects, the DOA maximum fringe benefit rate is 47.60 percent. Fringe benefits may include employee insurance, retirement plans, Social Security contributions, Worker Compensation Insurance, etc.
3. The PROJECT SPONSOR agrees to use the "DOT 2024 Classified Equipment Rates" to establish the eligible rate or estimated life of the equipment for any equipment usage charged to the grant.
4. The PROJECT SPONSOR agrees to provide to the DEPARTMENT for review **within 6 months of project commencement**, an interim report to contain details of progress, findings, problems, and other information regarding the status of the project.
5. The PROJECT SPONSOR agrees to provide to the DEPARTMENT for review **within 90 days of grant expiration** a final project summary to include:
 - a. Documentation of all project activities during the grant period
 - b. Documentation and justification of all project modifications
 - c. Documentation of all public information and educational activities which were conducted.
 - d. Conclusions and results
 - e. An appendix that includes all references and supporting documents for the final report. (A summary of any/all applicable state and federal laws and regulations shall also be made part of the appendix.)
6. No funds from other state or federal sources may be used to match this grant except that community development block grants may be used to match urban forestry grants only when it can be demonstrated to the DEPARTMENT's satisfaction that there is a local commitment to, and involvement in, the project.
7. Please note that any construction work or work performed by a consultant or other service provider totaling \$25,000 or more requires a written contract. The contract should specify the financial terms, contract duration and services to be rendered. The Urban Forestry Coordinator should review the contract prior to signing. A copy of the contract should be submitted with the reimbursement materials for the grant.
8. Prior to any combination of pruning, removal and/or treatment, the PROJECT SPONSOR agrees to provide to the DEPARTMENT, for review and approval, a plan that includes specifications and either site map(s) or a list of the trees to be pruned, removed and/or treated.
9. All tree care operations shall meet standards established in all parts of the most current editions of ANSI A300 American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices and ANSI Z133.1 American National Standard for Tree Care Operations - Pruning, Trimming, Repairing, Injections, Maintaining and Removing Trees and Cutting Brush - Safety Requirements.
10. Prior to tree ordering, the PROJECT SPONSOR agrees to provide to the DEPARTMENT, for review and approval, a planting plan, to include planting specifications, site map(s), and species list.
11. Planting methods and overall care and maintenance shall conform to the most current version of Developing Tree Purchase and Planting Specifications for Bid published by the Wisconsin Department of Natural Resources Forestry Program. Any deviations from these specifications must have prior approval by the DNR urban forestry coordinator. Planting component may be inspected and approved by the DNR urban forestry staff to the above specifications.
12. Nursery stock shall meet standards established in the most current edition of ANSI Z60.1 American Standard for Nursery Stock.

13. Nursery stock must be obtained from a dealer or grower licensed by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (WDATCP) in accordance with Wisconsin Statutes 94.10, or from a dealer or grower licensed or certified by the state where the nursery is located.
14. The PROJECT SPONSOR shall provide maintenance on trees for a minimum of three years following planting.
15. The PROJECT SPONSOR's Planting Plan is not to involve overrepresented genera including, but not limited to, maples. Overrepresented genera are those that comprise 10 percent or more of the PROJECT SPONSOR's community urban tree canopy, based on the PROJECT SPONSOR's tree inventory data or data available from the DEPARTMENT. Any exceptions must be pre-approved by DNR urban forestry staff.

Town Of Neenah
Urban Forestry Grant Number: 24UF1608
Grant Award: \$5,000.00

The person signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

FOR THE SPONSOR

By _____
 (Signature)

 (Title)

 (Date Signed)

STATE OF WISCONSIN
 DEPARTMENT OF NATURAL RESOURCES
 FOR THE SECRETARY

By Carmen Hardin
 Carmen Hardin, Director
 Bureau Director of Applied Forestry

December 5, 2023
 (Date Signed)

To: Town Board
From: Ellen Skerke, Administrator-Clerk-Treasurer
Date: December 11, 2023
Memo: Investment Policy Review

In December 2022, the Town Board approved an Investment Policy in anticipation of working with Ehlers Investments. At that time, the Board requested to review the policy at the end of one year.

Attached is the policy for your review.

Below is information regarding the investments for 2023.

Opened Accounts in Feb 2023

Town of Neenah

Initial Investment: \$ 750,000.00
Interest earned: \$ 25,414.17
Fees charged: \$ 1,651.44
Balance 11-30-2023: \$ 773,762.73
Accrued Interest: \$ 4,040.10

Stormwater

Initial Investment: \$ 500,000.00
Interest earned: \$ 16,890.62
Fees charged: \$ 864.56
Balance 11-30-2023 \$ 516,026.06
Accrued Interest: \$ 3,473.83

Town of Neenah
Investment Policy

Dated December 28, 2022

SCOPE

This policy applies to all funds under the authority of the Town of Neenah, Wisconsin (the "Town") not immediately needed to meet operating expenses of the Town. These funds shall, where permissible, be pooled together to achieve the best rate of return. The following fund types are covered by this investment policy: general, special revenue, debt service, capital project, sewer utility, water and light utility, other enterprise funds, trust and agency funds. This policy will include any new funds created, unless specifically exempted.

I. GENERAL OBJECTIVES

1. SAFETY

Safety of principal is the foremost objective of the investment program. Investments of the portfolio shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

2. LIQUIDITY

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Investment portfolios will be structured so that securities mature concurrent with cash needs to meet anticipated demands. Alternatively, a portion of any portfolio may be placed in money market mutual funds or local government investment pools authorized and permissible under Wisconsin statutes which offer same-day liquidity for short term funds.

3. YIELD

Investment portfolios shall be designed with the objective of attempting to attain a market rate of return throughout budgetary and economic cycles, factoring investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Securities shall generally be held until maturity with the following exceptions;

- A security with declining credit quality may be sold prior to maturity to minimize loss of principal.
- Liquidity needs of the Town require a security or securities are sold prior to maturity.
- A security swap would improve the safety and yield of the overall portfolio.

II. STANDARDS OF CARE

1. Prudence

Investments shall be made with judgment and care giving first consideration to the safety of the investment, then liquidity and finally yield. "Notwithstanding any other provisions of law, a treasurer who deposits public moneys in any public depository, in compliance with s. 34.05, is thereby relieved of liability for any loss of public moneys which results from failure of any public depository to repay to the public depositor the full amount of its deposits thus causing a loss as defined in s. 34.01 (2)." (Section 34.06 of the Wisconsin Statutes) This policy should

not be construed as to imply that an investor should engage in speculative or risky investments. Nor does this policy condone aggressive leveraging for investment purposes.

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Officers and employees shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Town.

3. Delegation of Authority

Management and administrative responsibility for the investment program of the Town is entrusted to the Administrator-Clerk-Treasurer, or Town Chairman under the directions of the Town Board. Individuals authorized to engage in investment transactions on behalf of the Town are the listed in *Appendix A*.

4. Permissible Investments

Permissible investments include any investment stipulated in Wisconsin statute 66.0603 (1m) with limitations listed below. *See full list in Appendix B.*

- Municipal debt obligations should carry a credit rating of AA or higher, or carry insurance/guarantee program with a credit rating of AA or higher, and mature no longer than 5 years from date of purchase.
- WI Municipal debt obligations that are non-rated are acceptable if the municipality is not in financial distress.
- Corporate debt obligations should be limited to no more than 10% of the overall investment portfolio and should carry a credit rating of AA or higher, or carry insurance/guarantee program with a credit rating of AA+ or higher, and mature no longer than 5 years from date of purchase.

III. INTERNAL CONTROLS

The Administrator-Clerk-Treasurer, or Town Chairman shall establish a system of internal controls designed to prevent losses of Town funds arising from fraud, misrepresentation by third parties, unanticipated changes in financial markets, employee error or imprudent actions by employees.

Internal controls shall address:

- Separation of transaction authority from accounting and record keeping.
- Clear delegation of authority to subordinate staff members.
- Confirmation of transactions for investments and wire transfers.
- Development of a wire transfer agreement with the lead bank and third-party custodian.
- Investment and interest earnings will be recorded in the Town's accounting records based on generally accepted government accounting procedures.
- A periodic summary of all investment transactions will be prepared by the Administrator-Clerk-Treasurer for review by the Town Board.
- Each year, as part of the annual audit by an external auditing firm, there will be an independent review. This review will provide internal control by assuring compliance with this policy

IV. COLLATERALIZATION

Deposits that exceed FDIC insurance limits and/or coverage limits specified in Wisconsin statutes 34.08(1)(2) shall require collateral valued at 102% of the principal and accrued interest. Conditions of the collateral arrangement will be detailed in a "Security Agreement" between the depository financial institution and the Town. Collateral pledged to the Town for this purpose will be held by a third-party custodian, in the Town's name, and evidenced by a "Tri-Party" agreement between the depository financial institution, the Town and the custodian. Evidence of ownership must be detailed in a safekeeping receipt supplied to the Administrator-Clerk-Treasurer, or Town Chairman. A letter of credit from the Federal Home Loan Bank of Chicago listing the Town as named beneficiary is acceptable evidence of collateral. Collateral substitution(s) must be authorized by the Town.

V. INVESTMENT PARAMETERS

Diversification

Investments shall be diversified by:

- Limiting investments to avoid over concentration in securities from a specific issuer, industry or business sector, to 30% of the overall portfolio, excluding U.S. Treasury obligations.
- Investing in securities with varying maturities, with a maximum weighted average portfolio maturity at or below 3.5 years.
- Continuously investing a portion of the investment portfolio in readily available funds such as local government investment pools, money market accounts or money market mutual funds permissible under state statute.

VI. REPORTING

The Administrator-Clerk-Treasurer shall present a periodic report on the investment program and investment activity to the Town Board. The management summary shall be prepared in a manner that will allow the Town Board to determine if investment activities during the reporting period conform to this Investment Policy.

VII. POOLING OF CASH

Except where otherwise provided by the Town Board, Administrator-Clerk-Treasurer is authorized to pool the cash of the funds identified in this policy to maximize investment earnings where it is advantageous and prudent to do so. Investment income will be allocated to the various funds based on the pro rata portion of each fund.

VII. ADOPTION AND APPROVAL

By resolution, the Investment Policy shall be formally approved and adopted by the Town Board and reviewed as needed but at least every three years.

LIST OF ATTACHMENTS

The following documents, as applicable, are attached to this policy;

- Relevant Wisconsin statutes and local ordinances
- List of authorized personnel
- List of authorized public depositories, financial institutions and broker/dealers

**TOWN OF NEENAH
WINNEBAGO COUNTY, WISCONSIN
RESOLUTION 2022-23**

**RESOLUTION ESTABLISHING AN INVESTMENT POLICY AND
DESIGNATING PUBLIC DEPOSITORIES**

Whereas, The Town of Neenah investment policy shall be adopted by resolution by the Town Board. The policy shall be reviewed periodically by the Administrator-Clerk-Treasurer and any modifications shall be presented to the Town Board for approval.

NOW, THEREFORE, BE IT RESOLVED THAT, the Town Board delegates the authority to invest public funds to the Administrator-Clerk-Treasurer, or Chairman or designee. This delegation authorizes the Administrator-Clerk-Treasurer, or Chairman or designee to purchase investments for the Town. Responsibility is delegated to the Administrator-Clerk-Treasurer or designee to establish procedures to be used for safekeeping, wire transfers, and other banking agreements, consistent with this policy and a system of controls.

BE IT FURTHER RESOLVED that, The Town Board designates the following institutions as public depositories for the funds of the Town of Neenah as stated in 93-94 Sections 34.01(5) and 34.05(1) of the Wisconsin Statutes.

See Appendix C

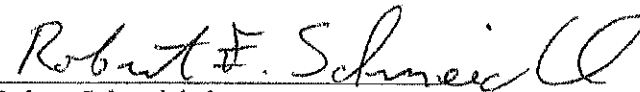
BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to each of the above-named depositories and said depositories may rely on this resolution until changed by lawful resolution and certified copy of such resolution has been given to the cashier of the respective above-named depositories.

MISCELLANEOUS

- Definitions of words and phrases shall, insofar as applicable, have the meanings set forth in Section 34.01 of the Wisconsin Statutes.
- This policy is enacted in accordance with the provisions of Chapter 34 and Sections 66.0603, of the Wisconsin Statutes. In case of conflict, the state laws shall prevail.
- This policy shall be reviewed periodically, but at least every 3 years, and shall continue in force until repealed or amended by further resolution of the Town Board.

Approved and adopted this 28th day of December 2022.

Authorized
Signature:



Robert Schmeichel
Town of Neenah Chairman

Attest:



Ellen Skerke
Town of Neenah Administrator-Clerk-Treasurer

Appendix A

List of authorized personnel

- Robert Schmeichel, Town Chairman
- Ellen Skerke, Administrator-Clerk-Treasurer

Appendix B

66.0603 Investments.

(1g) DEFINITION. In this section, "governing council" has the meaning given under s. 34.01 (1) but does not include a local exposition district Council created under subch. II of ch. 229 or a local cultural arts district Council created under subch. V of ch. 229.

(1m) INVESTMENTS.

(a) A county, city, village, town, school district, drainage district, technical college district or other governing Council, other than a local professional football stadium district Council created under subch. IV of ch. 229, may invest any of its funds not immediately needed in any of the following:

1. Time deposits in any credit union, bank, savings bank, trust company, or savings and loan association which is authorized to transact business in this state.
2. Bonds or securities issued or guaranteed as to principal and interest by the federal government, or by a commission, Council or other instrumentality of the federal government.
3. Bonds or securities of any county, City, drainage district, technical college district, City, town or school district of this state.

3m. Bonds issued by a local exposition district under subch. II of ch. 229.

3p. Bonds issued by a local professional baseball park district created under subch. III of ch. 229.

3q. Bonds issued by a local professional football stadium district created under subch. IV of ch. 229.

3s. Bonds issued by the University of Wisconsin Hospitals and Clinics Authority.

3t. Bonds issued by a local cultural arts district under subch. V of ch. 229.

3u. Bonds issued by the Wisconsin Aerospace Authority.

4. Any security which matures or which may be tendered for purchase at the option of the holder within not more than 7 years of the date on which it is acquired, if that security has a rating which is the highest or 2nd highest rating category assigned by Standard & Poor's corporation, Moody's investors service or other similar nationally recognized rating agency or if that security is senior to, or on a parity with, a security of the same issuer which has such a rating.

5. Securities of an open-end management investment company or investment trust, if the investment company or investment trust does not charge a sales load, if the investment company or investment trust is registered under the investment company act of 1940, 15 USC 80a-1 to 80a-64, and if the portfolio of the investment company or investment trust is limited to the following:

- a. Bonds and securities issued by the federal government or a commission, Council or other instrumentality of the federal government.
- b. Bonds that are guaranteed as to principal and interest by the federal government or a commission, Council or other instrumentality of the federal government.
- c. Repurchase agreements that are fully collateralized by bonds or securities under subd. 5. a. or b.

Appendix C

List of authorized public depositories, financial institutions and broker/dealers

- Prospera Credit Union
- Community First Credit Union
- State of Wisconsin Local Government Investment Pool (LGIP)
- Ehlers Investment Partners and Pershing, BNY Mellon