

**TOWN OF NEENAH TOWN BOARD
Meeting Agenda**

DATE: Monday, February 26, 2024

TIME: 7:00 pm

LOCATION: 1600 Breezewood Lane

The meeting will also be offered virtually via ZOOM.

Meeting ID : 845 9523 8571 Passcode: 020016 Phone (312) 626-6799

Zoom Link: <https://us02web.zoom.us/j/84595238571?pwd=UnVPTVRYMWlzTEljVis4WVvkzQkx2UT09>

TOWN BOARD MEETING

1. CALL TO ORDER TOWN BOARD
2. APPROVE MINUTES
February 12, 2024 Town Board Meeting
3. PUBLIC FORUM
4. PUBLIC FORUM FOR RECOGNIZED MUNICIPAL AND COUNTY OFFICIALS
5. CORRESPONDENCES
 - a. None
6. DISCUSSION / ACTION
 - a. Approve Vouchers, Payroll and Bank Transactions February 26, 2024.
 - b. Resolution 2024-04 – Zoning Map Amendment
Applicant: Thomas and Deborah Rosenfeldt
Location of Premises Affected: 1326 Larsen Road
Tax Parcel No: 010-031001
Explanation: Property owner is requesting a Zoning Map Amendment to Rural Residential District (R1) from Agriculture (A2)
 - c. Resolution 2024-05 – Certified Survey Map
Applicant: Tim Bertram
Location of Premises Affected: 880 Bayview Rd
Tax Parcel No: 010-045904
 - d. Accept resignation of Fire Fighter Jacob Miller effective February 26, 2024.
 - e. Approve Change Order for Custom Fire in the amount of \$9,104.80
 - f. Approve Purchase of cascade system from Oshkosh Police and Fire in the amount of \$ 42,500.00
 - g. Report from Fire Chief on compressed air system in the Apparatus Bay.
 - h. Approve By-Laws for Friends of the Town of Neenah Fire Department 501(c)3.
 - i. Approve additional expenditures for the Town Hall meeting space, total cost = \$16,937.47
7. FUTURE AGENDA TOPICS AND MEETINGS
 - a. Stormwater Utility District Meeting, Thursday February 29, 2024 at 8:00 a.m.
 - b. Fire Department Business Meeting, Wednesday March 6, 2023 at 6:00 p.m.
 - c. Next Regularly Scheduled Town Board Meeting, Monday March 11, 2024 at 7:00 p.m.
8. OLD BUSINESS
9. NEW BUSINESS
10. ADJOURN OPEN SESSION
11. CONVENE INTO CLOSED SESSION
The Town Board will convene into closed session pursuant to Wis. Stats §19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and Wis. Stats §19.85
ROLL CALL VOTE
 - a. Larsen Road.
12. ADJOURN CLOSED SESSION

Closed Session Contemplated: YES

Ellen Skerke, Administrator-Clerk-Treasurer
February 22, 2024

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 February 22, 2024 at www.townofneenah.com, Town of Neenah Municipal Building, 1600 Breezewood Lane.

TOWN OF NEENAH TOWN BOARD MEETING

February 12, 2024

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: Fire Chief Dan Osero, Jeremey Kwiatkowski, Roads and Stormwater Superintendent Glenn Armstrong, Regina Uerkwitz, Sara Hanneman, Winnebago County Deputy Kressin, Deputy Clerk-Treasurer Vicki Boushele, and Administrator-Clerk-Treasurer Ellen Skerke.

Also in Attendance via Zoom: Carrie Sturn

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

Approval of Minutes

Motion: T. Wilde / D. Bluma to approve January 22, 2024 Town Board meeting minutes.

Two minor corrections were noted

Motion carried 4:0:1. J. Weiss abstained

Public Forum

- Sara Hanneman, Assistant Executive Director Future Neenah thanked the Town Board for entrusting the 2023 IDB funds to Future Neenah. Future Neenah created a "Pay It Forward" event, they hosted it on three occasions at three different businesses, one on Doty Island (Shellattes), one on the west side (Krueger's True Value) and one on the south side (Bu-Tiffle Things Boutique). A participating customer received a gift certificate to use that day at that location with their own matching dollars, so it was a cash infusion for each store. B. Cardoza questioned to location for the Farm to Table Event in 2024, would they consider bringing it back to Mahler Park. S. Hanneman responded, they had not chosen a location yet, the 2023 location was a new facility and provided for a larger number of guests.

Public Forum for Recognized Municipal and County Officials

- None

Correspondences

- Building Permit Report – January 2024

Discussion/Action

Vouchers Payroll and Bank Transactions

Approve Vouchers, Payroll and Bank Transactions February 12, 2024.

Motion: J. Weiss / B. Cardoza to approve

Motion Carried 5:0:0.

Personnel

Accept Fire Fighter Retirement of Eric Bertagnoli effective February 12, 2024.

- D. Osero stated Eric Bertagnoli had been on the Fire Department for many years, retired and rejoined again in 2020. E. Bertagnoli's contributions to the Department are appreciated.

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

Motion Carried 5:0:0.

Fire Department Radios

Approve purchase of Fire Department Radios in the amount of \$126,197.29 with reimbursement of \$ 124,862.30 via Winnebago County Spirit Funds

Motion: T. Wilde / B. Cardoza to approve

Motion Carried 5:0:0.

2024 Crack Fill and Chip Seal

Award contract for 2024 crack fill and chip seal work to Fahrner Asphalt, contract amount \$191,211.00.

- G. Armstrong reviewed the 2024 crack fill and chip seal bid. In 2023, we chip sealed 2.8 miles, in 2024 we have 2.5 miles on the list. This year is not as condensed of an area. The bid includes an upgrade to materials used on Deerwood Drive, using a larger chip and more lbs./sq. yard to get a better coverage. G. Armstrong had been considering reconstruction of Deerwood Drive, so this alternative will postpone that for several years. The Fahrner bid is the lowest of the two bids we received, and is slightly higher than the 2024 budget for this work by.

Motion: J. Weiss / D. Bluma to approve

Motion Carried 5:0:0.

Resolutions

Resolution 2024-02 – Resolution to Approve Credit Card Policy

- E. Skerke noted the Resolution, Credit Card Policy and Card holder Agreement were presented in draft format at the previous Town Board meeting. There are two changes per the previous discussion including: The monthly statement shall be “reviewed and” reconciled by the card user, and added a line item for prohibited purchases to include “Are not for Town purposes”

Motion: B. Cardoza / D. Bluma to approve

Motion Carried 5:0:0.

Approve credit card distribution and credit limits per card issued.

- E. Skerke recommends the following authorized users/credit limits for Town issued Credit Cards:
 - Administrator-Clerk-Treasurer Ellen Skerke \$2,000 credit limit
 - Fire Chief Dan Osero \$2,000 credit limit
 - Facilities and Maintenance Superintendent Doug Davis credit limit \$300

Motion: T. Wilde / J. Weiss to approve credit card distribution to Administrator-Clerk-Treasurer Ellen Skerke \$2,000 credit limit, Fire Chief Dan Osero \$2,000 credit limit, Facilities and Maintenance Superintendent Doug Davis credit limit \$300

Motion Carried 5:0:0.

Public Forum for Recognized Municipal and County Officials

Winnebago County Sheriff Deputy Kressin joined the meeting.

Questions from the Town Board and staff included:

- monitoring the speed limit on Woodenshoe Road, particularly near CTH G,
- overnight parking on Courtney Court,
- parking on South Park Avenue, it is posted No Parking
- monitoring traffic on Larsen Road.
- In general, who / how can the Town better enforce No Parking on Town roads.

Deputy Kressin to follow up with E. Skerke.

Resolutions**Resolution 2024-03 – Resolution to Approve Remote Attendance at Government Meetings**

- E. Skerke noted that the resolution was presented in draft format at the previous Town Board meeting. The final version includes changes as discussed by the Town Board:
 - Section A under Therefore: remote attendance includes any member “up to and including the full governmental body”
 - Section C under Therefore has been rewritten to better define the exception when visual information is presented.
- E. Skerke noted that attorney Parmentier has reviewed and approved the revised language.
- T. Wilde noted the ability to attend remotely should be used sparingly.

Motion: B. Cardoza / J. Weiss to approve

Motion Carried 5:0:0.

Future Agenda Topics and Meetings

- Sanitary District #2 Commissioners Meeting, Tuesday February 13, 2024 at 7:00 p.m.
- Public Hearing and Plan Commission Meeting, Monday February 19, 2024 at 7:00 p.m.
- Spring Primary Election, Tuesday February 20, 2024 Polls Open 7:00 a.m. until 8:00 p.m.
- Next Regularly Scheduled Town Board Meeting, Monday February 26, 2024, at 7:00 p.m.

Old Business

- None.

New Business

- E. Skerke noted that WTA has District Meetings coming up, anyone interested in attending should let her know. One member of the Town Board that will be at Board of Review must be trained for Board of Review each year. And the Annual Convention is in Stevens Point in October, consider reserving our hotel room if you plan on attending.
- B. Cardoza suggested the Culvert inventory subject be on a future agenda so the Board can make a decision for who will perform the inventory for the Town of Neenah.

Adjourn Meeting

Motion: B. Cardoza / D. Bluma to adjourn. Motion carried. Meeting adjourned at 7:55 p.m.

Respectfully submitted,



Ellen Skerke
Administrator-Clerk-Treasurer

Approved: DRAFT – pending Approval

Voucher List Authorization - February 26, 2024

Bank Transfer (Transaction List)

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Reason</u>
2/27/2024	General MM	Checking	\$ 220,000.00	2-26-2024 Vouchers

Check Details:

Accounts Payable \$ 217,786.40

Notification of New Vendors NONE

Payroll Payroll \$ -
Expense Reimburse \$ 349.70

Account Balances as of January 23, 2023 - after requested transfers per this Voucher List

	PROSPERA CU	Prospera CD	BNY Mellon - Pershing	Total
Checking	\$ 4,274			
Membership account	\$ 25			
General MM	\$ 1,153,657		\$ 788,084	\$ 1,941,741
Impact Fee	\$ 8,016			
Taxes Collected	\$ 290,145			\$ 290,145
Tullar Rd Fund	\$ -		\$ 38,073	
Storm Water	\$ 603,575	\$ 261,364	\$ 519,562	\$ 1,384,501
CFCU	\$ 522			
TOTAL	\$ 2,060,213	\$ 261,364	\$ 1,345,720	
		GRAND TOTAL	\$ 3,667,296	

_____ Schmeichel _____ Bluma _____ Cardoza _____ Weiss _____ Wilde

3:14 PM
02/23/24

Town of Neenah
Check Detail
February 26 - 27, 2024

Accounts Payable
\$ 217,786.40

Date	Num	Name	Memo	Paid Amount
02/27/2024	28769	Aberdean Consulting LLC		
02/26/2024	70142		Monthly contract monthly subscription for fire chi...	-700.00 -22.00
TOTAL				-722.00
02/27/2024	28770	Board of Comm. of Public Lands		
02/26/2024	20654		Franzoi shelter 1 yr left	-42,139.54 -2,139.31
TOTAL				-44,278.85
02/27/2024	28771	ESRI, Inc		
02/26/2024	2617...		1/3 cost of annaul GIS service 1/3 cost of annaul GIS service 1/3 Cost of Annaul GIS - to be re...	-348.33 -348.34 -348.33
TOTAL				-1,045.00
02/27/2024	28772	Fox Valley Technical College		
02/26/2024	TPB...		Dahlberg/ Keller Lontcoski	-160.00 -356.20
TOTAL				-516.20
02/27/2024	28773	Harters Fox Valley Disposal		
02/26/2024	6083...			-14,273.17 -4,471.23
TOTAL				-18,744.40
02/26/2024	28724	Hoffman Planning And Design		
01/22/2024	2344...		App # 9 town renovation	-52,364.67
TOTAL				-52,364.67
02/27/2024	28774	Hoffman Planning And Design		
02/26/2024	Appli...		Application #10	-24,121.10
TOTAL				-24,121.10
02/27/2024	28775	McMahon Associates, Inc		
02/26/2024	9340...		Payment #1 of planning grant ag...	-17,559.20
02/26/2024	9338...		gis services Jan 2024 , updating ...	-192.00
02/26/2024	9338...		gis services - update CSM infor... Sundial Lane drainage	-1,918.70 -4,134.89
TOTAL				-23,804.79

Town of Neenah
Check Detail
February 26 - 27, 2024

Date	Num	Name	Memo	Paid Amount
02/27/2024	28776	Modern Office		
02/26/2024	2442...		set of 4 stacking chairs , second...	-596.00
TOTAL				-596.00
02/27/2024	28777	Oshkosh Fire and Police		
02/26/2024	1931...		Fit Test - SCBA face pieces	-595.00
TOTAL				-595.00
02/27/2024	28778	Robert J Immel Excavating Inc		
02/26/2024	Certi...		Sundial Lane Project , total proje...	-29,646.00
TOTAL				-29,646.00
02/27/2024	28779	USPS		
02/26/2024	sprin...		postage for Spring 2024 newsletter	-492.20
TOTAL				-492.20
02/27/2024	28780	WE Energies		
02/26/2024	4908...		Mahler Park	-66.97
			Conservancy Park	-1,684.28
			Franzoi Park	-16.18
			Town Hall	-120.19
				-859.15
TOTAL				-2,746.77
02/27/2024	28781	Winnebago Cty. Treasurer		
02/26/2024	27170			-17,595.76
				-427.66
TOTAL				-18,023.42
02/27/2024	28782	Winnebago Liquid Waste	51610-1	
02/26/2024	1899...		2/1/2024 service	-85.00
TOTAL				-85.00
02/27/2024	28783	Wisconsin DNR - ATV/UTV Ren...		
02/26/2024	2024...		2024 Renewal	-5.00
TOTAL				-5.00

3:15 PM

02/23/24

Town of Neenah
Check Detail
February 28, 2024

Expense Reimbursement

\$ 349.70

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
02/28/2024	DD1...	Osero, Daniel W.	Direct Deposit	
			Direct Deposit	-295.80
			Direct Deposit	-53.90
			Direct Deposit	349.70
TOTAL				0.00

TOWN ACTION FOR ZONING MAP AMENDMENT
TOWN OF NEENAH
WINNEBAGO COUNTY, WISCONSIN

RE: Petition for proposed zoning map amendment listed below affecting the Winnebago County Zoning Ordinance and the Office Map of the Town of NEENAH.

Owner(s): ROSENFELDT, THOMAS

Agent: NONE

Parcel No.: 010-031001(p)

Location of Premises Affected: 1326 LARSEN RD

Legal Description: Being part of Lot 1 of CSM-4940 located in the NE 1/4 of the NW 1/4 of Section 30, Township 20 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin.

Current Zoning: A-2 General Agriculture

Proposed Zoning: R-1 Rural Residential

Explanation: Applicant is requesting a zoning map amendment to R-1 (Rural Residential District) to create a residential lot.

Resolved, by the Town Board of the Town of NEENAH, Winnebago County, Wisconsin, that the above indicated proposed amendment to the Town/County Zoning Code (Chapter 23) be and the same is hereby:

- Approved
- Disapproved

TOWN FINDINGS:

- Town has an adopted land use plan
- Town does not have an adopted land use plan
- Action agrees with town land use plan
- Action does not agree with town land use plan

Other: _____

I, Ellen Skerke, Town Clerk of the above named town, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Town Board of the Town of NEENAH.

DATED THIS _____ DAY OF _____, 20__

SIGNED: _____

INITIAL STAFF REPORT

Sanitation: Required; Private System

Overlays: Shoreland

Current Zoning: A-2 General Agriculture

Proposed Zoning: R-1 Rural Residential

Surrounding Zoning: North: City of Neenah; South: A-2; East: A-2; West: A-2;

THE FOLLOWING INFORMATION HAS BEEN PROVIDED BY THE OWNER/APPLICANT

Describe present use(s): Ag & Residence

Describe proposed use(s): Ag & Residence

Describe the essential services for present and future use(s): New septic system & well needed for lot 1

Describe why the proposed use would be the highest and best use for the property: Matches other residences in area

Describe the proposed use(s) compatibility with surrounding land use(s): Matches adjoining

SECTION REFERENCE AND BASIS OF DECISION

23.7-5 Basis of Decision

Zoning map amendment initiated by a property owner. If a proposed zoning map amendment is initiated by a property owner and would change the zoning classification of a parcel not classified as A-1, the Planning and Zoning Committee in making its recommendation and the Board of County Supervisors in making its decision shall consider the following factors:

- (1) whether the amendment is consistent with the county's comprehensive plan, including any future land use maps or similar maps;
- (2) the extent to which the lot and structures on the subject property conform to the dimensional standards that apply to the proposed zoning district; and
- (3) any other factor not specifically or generally listed, but deemed appropriate by the committee or board given the particular circumstances.

○ = SITE

Application #24-ZC-6540

Date of Hearing:

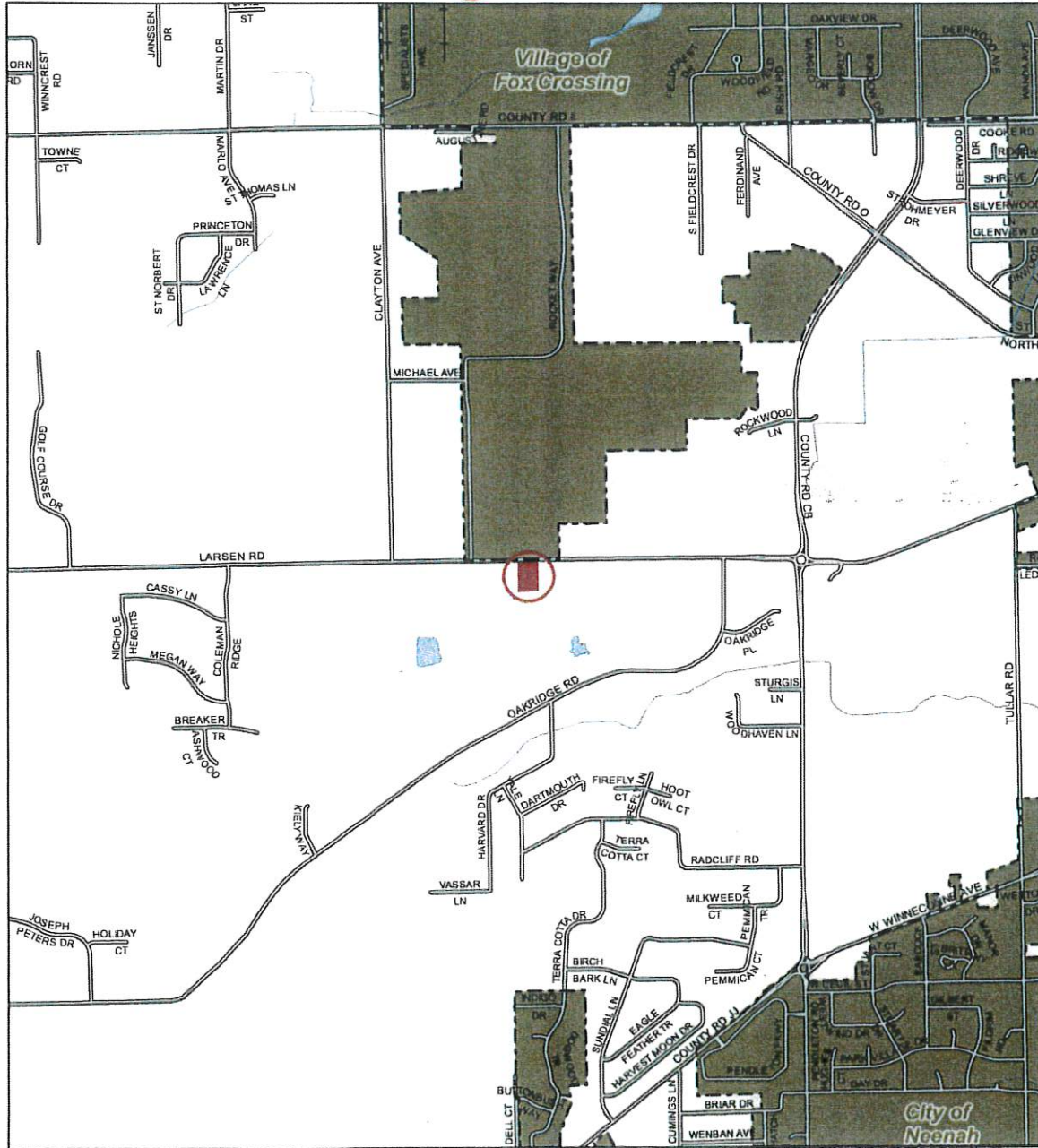
February 28, 2024

Owner(s):

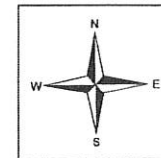
ROSENFELDT LIV TST,
THOMAS W & DEBORAH A

Subject Parcel(s):

010031001(P)

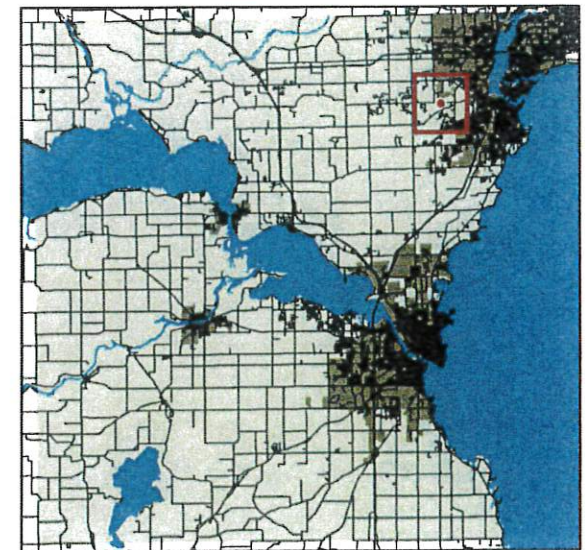


1 inch : 2,000 feet

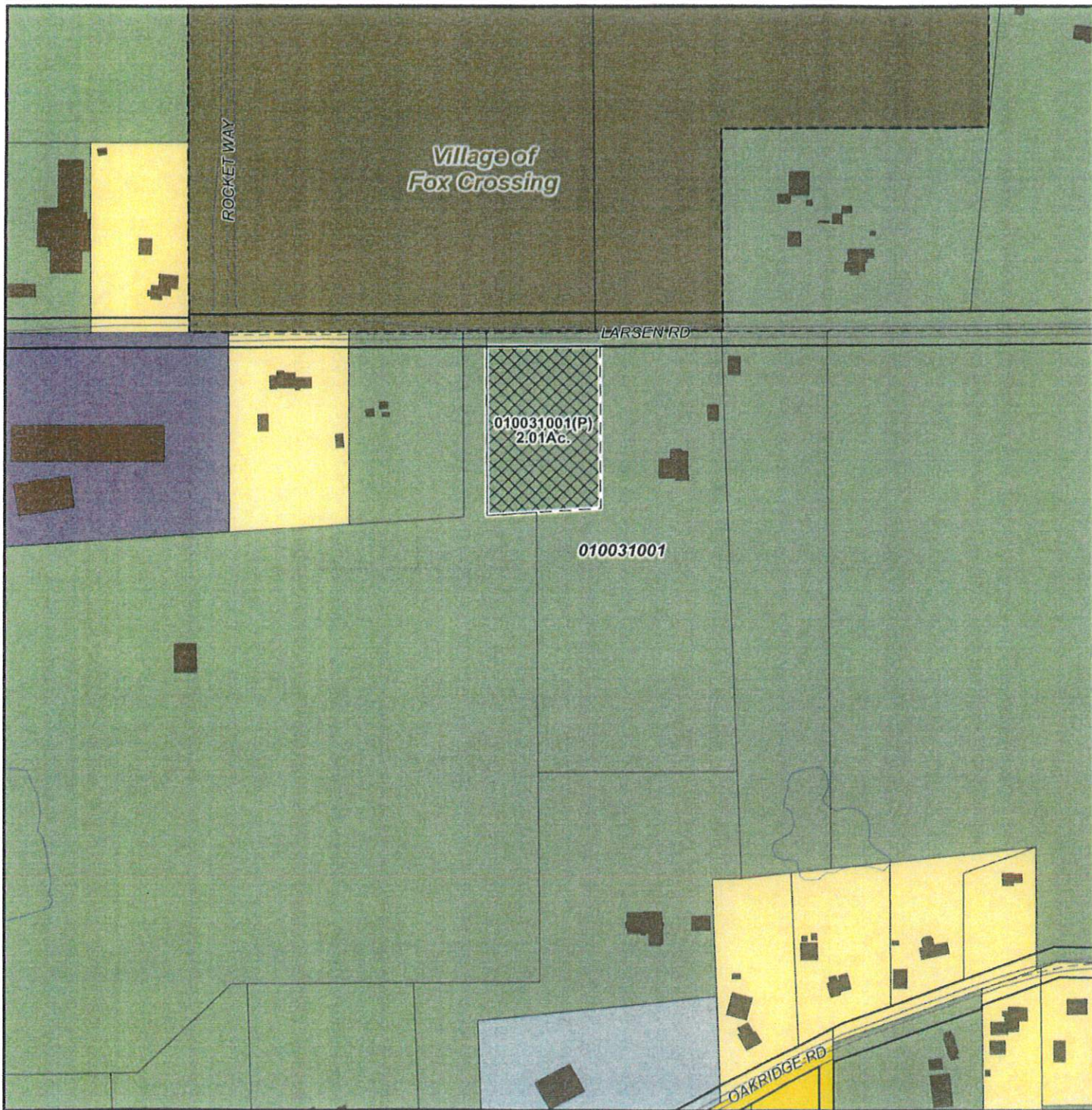


Winnebago County
WINGS Project

● = SITE



WINNEBAGO COUNTY

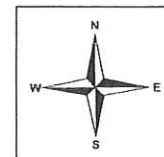


Application #24-ZC-6540

Date of Hearing:
February 28, 2024

Owner(s):
ROSENFELDT LIV TST,
THOMAS W & DEBORAH A

Subject Parcel(s):
010031001(P)



Winnebago County
WINGS Project

Scale
1 inch : 300 feet

County Zoning Districts

R-1	PDD	B-1
R-2	A-1	B-2
R-3	A-2	B-3
R-4	I-1	M-1
R-8	I-2	Town Zoning

City of Oshkosh Extraterritorial
Zoning Jurisdiction

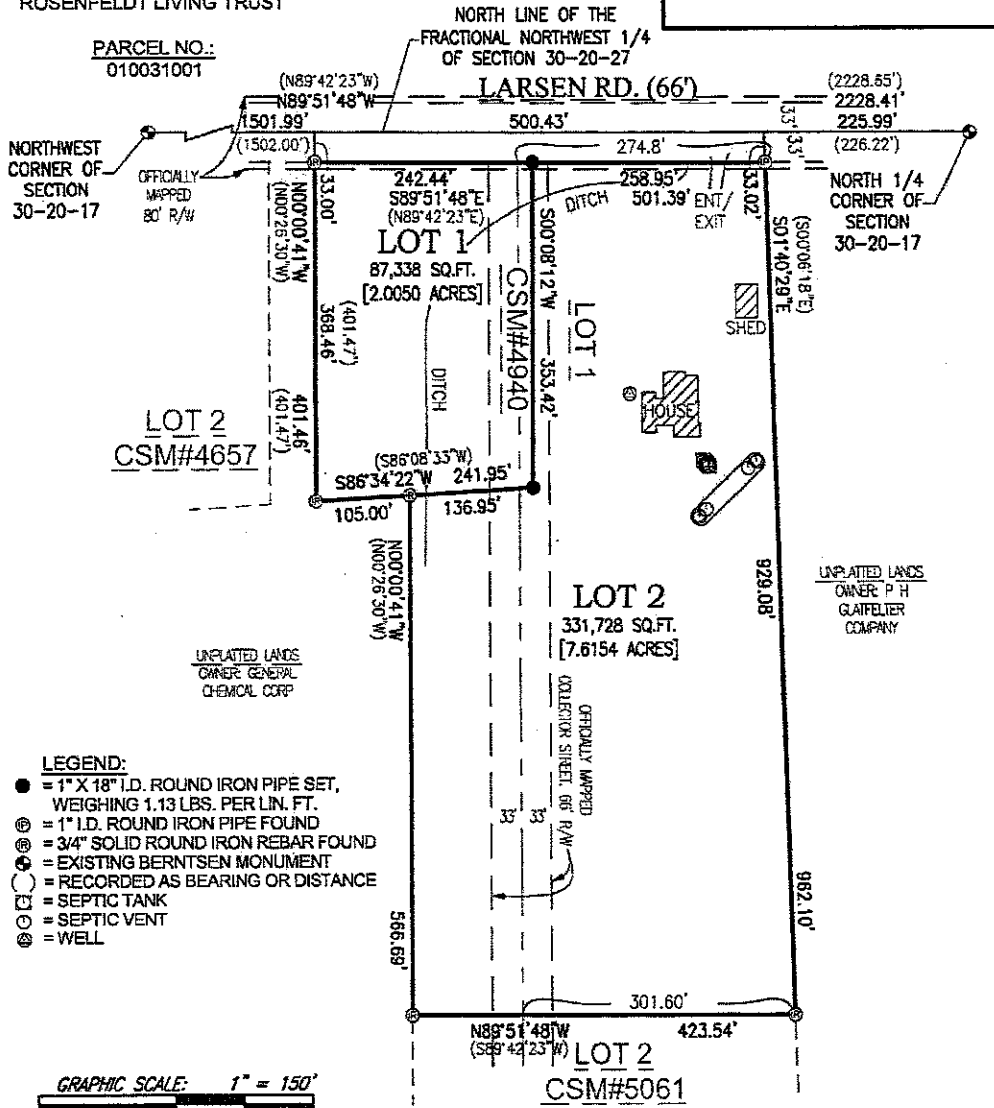
Incorporated Area

CERTIFIED SURVEY MAP NO. _____

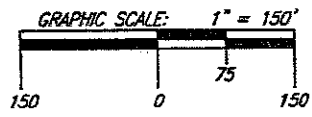
ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4940 AS RECORDED IN DOCUMENT NO. 1168036, LOCATED IN THE NORTHEAST 1/4 OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 17 EAST, TOWN OF NEENAH, WINNEBAGO COUNTY, WISCONSIN

OWNER(S) OF RECORD:
 THOMAS W. & DEBORAH A.
 ROSENFELDT LIVING TRUST

PARCEL NO.:
 010031001



- LEGEND:**
- = 1" X 18" I.D. ROUND IRON PIPE SET, WEIGHING 1.13 LBS. PER LIN. FT.
 - ⊙ = 1" I.D. ROUND IRON PIPE FOUND
 - ⊗ = 3/4" SOLID ROUND IRON REBAR FOUND
 - ⊕ = EXISTING BERNTSEN MONUMENT
 - () = RECORDED AS BEARING OR DISTANCE
 - ☒ = SEPTIC TANK
 - = SEPTIC VENT
 - ⊗ = WELL



MATTHEW C. REIDER, PLS-3245 DATED
 CAROW LAND SURVEYING CO., INC.
 615 N. LYNNDALDE DR., APPLETON, WI 54914
 N5841 STATE HIGHWAY 47-55, SHAWANO, WI 54166
 PHONE: (920)731-4168
 A2306.49 TJS/AW DATED: 10-11-2023

SHEET 1 OF 3 SHEETS

NORTH IS REFERENCED TO THE NORTH LINE OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 17 EAST, TOWN OF NEENAH, WINNEBAGO COUNTY, WISCONSIN, WHICH BEARS N89°51'48"W PER THE WISCONSIN COUNTY COORDINATE SYSTEM (WINNEBAGO COUNTY)

**TOWN OF NEENAH
WINNEBAGO COUNTY, WISCONSIN
RESOLUTION 2024-05**

**RESOLUTION APPROVING CERTIFIED SURVEY MAP
FOR 880 BAYVIEW ROAD
WINNEBAGO COUNTY PLANNING AND ZONING CSM Log # _____**

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

WHEREAS, on February 19, 2024, the Town of Neenah Plan Commission held a meeting on a Certified Survey Map (CSM) filed by Fox Valley Land Surveying on behalf of property owner Timothy Bertram to create to create two lots as described on the attached CSM in the Town of Neenah, Winnebago County Planning and Zoning CSM Log # _____; and

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

NOW THEREFORE BE IT RESOLVED that the Town Board approves the CSM for 880 Bayview Road, County Planning and Zoning CSM Log # _____.

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

Dated this 26th day of February 2024.

TOWN OF NEENAH

By:

Robert Schmeichel,
Town Chairperson

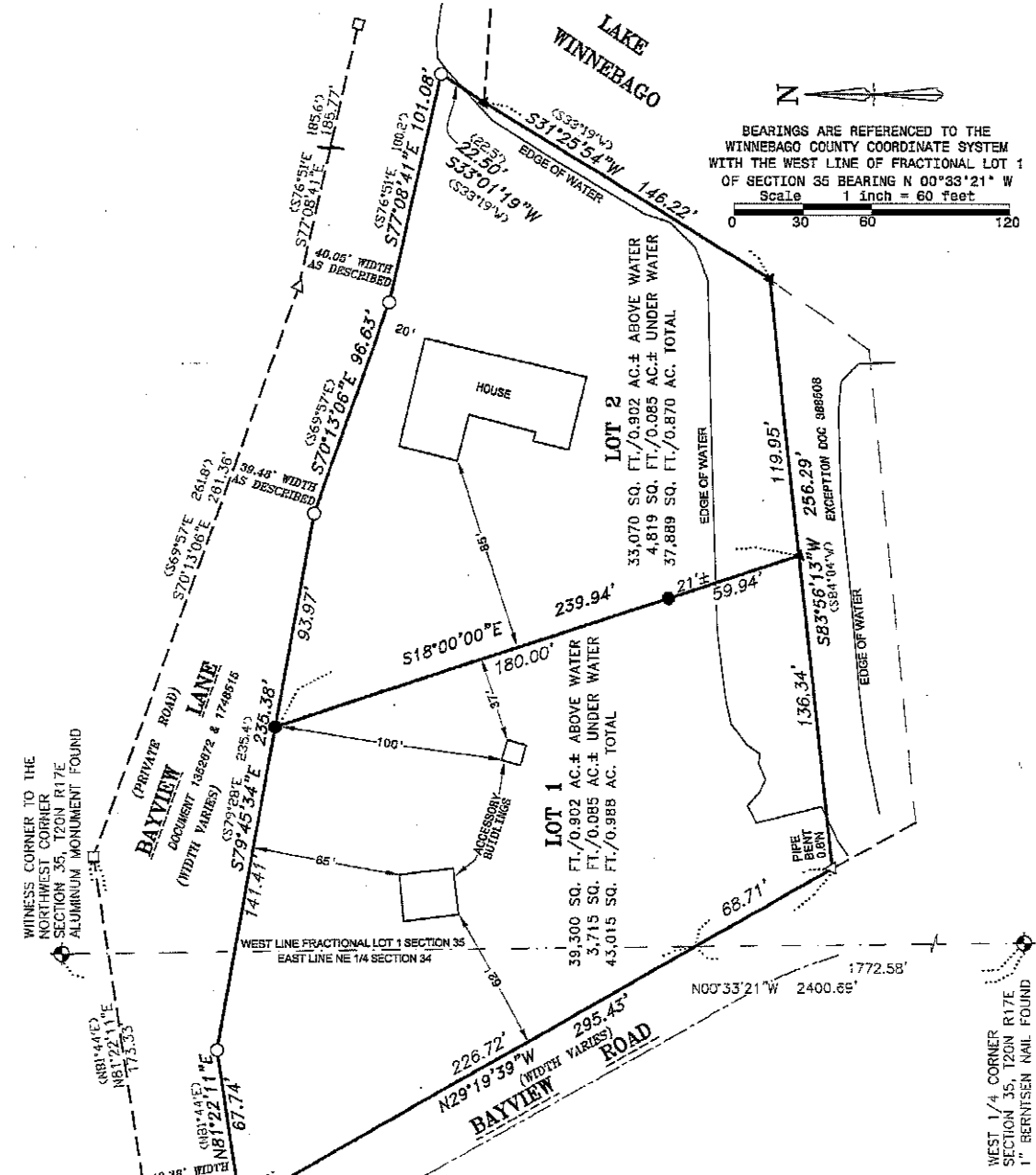
Attest:

Ellen Skerke,
Town Administrator-Clerk-Treasurer

CERTIFIED SURVEY MAP

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AND PART OF FRACTIONAL LOT 1 OF SECTION 35, ALL IN TOWNSHIP 20 NORTH, RANGE 17 EAST, TOWN OF NEENAH, WINNEBAGO COUNTY, WISCONSIN.

SURVEY FOR:
 TIM BERTRAM
 880 BAYVIEW ROAD
 NEENAH, WI 54956



BEARINGS ARE REFERENCED TO THE WINNEBAGO COUNTY COORDINATE SYSTEM WITH THE WEST LINE OF FRACTIONAL LOT 1 OF SECTION 35 BEARING N 00°33'21" W
 Scale 1 inch = 60 feet

WITNESS CORNER TO THE NORTHWEST CORNER SECTION 35, T20N R17E ALUMINUM MONUMENT FOUND

WEST 1/4 CORNER SECTION 35, T20N R17E 1" BERRIEN NAIL FOUND

- LEGEND**
- 3/4" SOLID ROUND REBAR SET - 18" LONG, WEIGHING 1.502 LBS./LIN. FT.
 - 3/4" REBAR FOUND
 - 1-1/4" O.D. IRON PIPE FOUND
 - △ 1-1/2" O.D. IRON PIPE FOUND
 - ▲ CORNER FALLS IN WATER, NO MONUMENT SET
 - ◆ GOVERNMENT CORNER
 - () RECORDED AS

FOX VALLEY LAND SURVEYING

4321 W. College Ave., Suite 200
 Appleton, WI 54914
 920-474-5025

PROJECT NO. 201735-5
 SHEET 1 OF 3

CERTIFIED SURVEY MAP

Part of the Northeast ¼ of the Northeast ¼ of Section 34, and part of Fractional Lot 1 of Section 35, all in Township 20 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin.

OWNERS CERTIFICATE:

As owner, I hereby certify that I caused the land described herein to be surveyed and mapped and as represented on this Certified Survey Map. I also certify that this plat is required by s236.10 or s236.12 to be submitted to the following for approval or objection:
Town of Neenah
City of Neenah
Winnebago County

Timothy W. Bertram Date
Owner

Julie M. Bertram Date
Owner

State of Wisconsin)
Winnebago County) SS

Personally came before me on the _____ day of _____, 20____, the above named owner to be the person who executed the foregoing instrument and acknowledge the same.

Notary Signature Date
Commission expires on _____

TREASURER'S CERTIFICATE

I hereby certify that there are no unpaid taxes or special assessments on any of the lands on this certified survey map.

Town Treasurer Date

County Treasurer Date

TOWN BOARD APPROVAL

I hereby certify that the Town of Neenah has approved this certified survey map.

Town Chairman Date

Town Clerk Date

CITY OF NEENAH EXTRATERRITORIAL APPROVAL

I hereby certify that the City of Neenah has approved this certified survey map.

City Community Development Department Date

TOWN OF NEENAH PLAN COMMISSION MEETING

Monday, February 19, 2024

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

Present for Plan Commission: Commissioner Jody Andres, Commissioner Jeremy Kwiatkowski, Commissioner Joshua Lautenschlager, Commissioner Russ Meerdink and Commissioner Don Nussbaum.

Present for Plan Commission via Zoom: Commissioner Brett Armstrong

Excused: Plan Commission Chair Pete Weyenberg

Also Present: Tim Bertram, Town Board Supervisor James Weiss, Regina Uerkwitz, Deputy Clerk-Treasurer Vicki Boushele and Administrator-Clerk-Treasurer Ellen Skerke.

Also Present Via Zoom: Angie Dempewolf and Carrie Sturn.

In the absence of Plan Chair Weyenberg, Administrator Skerke called the meeting to order at 7:00 pm and asked for a motion to appoint a Chair for the meeting.

Motion: J Lautenschlager/R. Meerdink to appoint Jody Andres as Chair for the meeting

Motion carried by voice vote.

J. Andres called the meeting to order at 7:02 p.m. Pledge of Allegiance was recited.

Public Forum

- None

Approve January 15, 2024 Plan Commission Meeting Minutes

Motion: J Lautenschlager/ D. Nussbaum to approve.

Motion carried by voice vote.

Input/Discussion/Action**Zoning Map Amendment**

Resolution 2024-04 – Zoning Map Amendment

Applicant: Thomas and Deborah Rosenfeldt

Location of Premises Affected: 1326 Larsen Road

Tax Parcel No: 010-031001

Explanation: Property owner is requesting a Zoning Map Amendment to Rural Residential District (R1) from Agriculture (A2)

- R. Meerdink questioned what the shoreland buffer means and how it would impact this request.
- J. Andres commented that the shoreland buffer area would be addressed through shoreland zoning and it would be appropriate for the property owner to discuss this with County Zoning.

Motion R. Meerdink / D. Nussbaum to approve the zoning map amendment request.

Motion carried by voice vote.

Certified Survey Map

Resolution 2024-05 – Certified Survey Map

Applicant: Tim Bertram

Location of Premises Affected: 880 Bayview Rd

Tax Parcel No: 010-045904

- Property owner Tim Bertram spoke regarding the CSM, the lot is being divided into 2 parcels, currently he has three tax ids.
- Discussion about what happens to parcel 010-054907.
- These parcels are in City growth. T. Bertram has discussed with the City and they will approve. Lot 1 will annex to the City, Lot 2 will eventually annex to the City.

Motion D. Nussbaum / J. Lautenschlager to approve the CSM for 880 Bayview Rd.

Motion carried by voice vote.

New Business

- None

Old Business

- None

Next regularly scheduled Plan Commission Meeting, Monday March 18, 2024, at 7:00 p.m.

Adjourn

Motion: J. Lautenschlager / B. Armstrong to adjourn.

Motion carried. Meeting Adjourned at 7:26 pm

Respectfully submitted,



Ellen Skerke
Administrator-Clerk-Treasurer

Approved: DRAFT – Pending Approval

MEMORANDUM

To: Town of Neenah Board of Supervisors. Fire Chief

From: Ellen Skerke, Administrator-Clerk-Treasurer



Date: February 23, 2024

Memo: Custom Fire Change Order

Attached is the proposed change order for the Fire Truck on order with Custom Fire. The request is for an increase of \$9,104.80 for the purchase of the Fire Truck. I also attached a copy of the Motor Vehicle Purchase Contract for your reference.

Chief Osero will be at the Town Board meeting on Monday to discuss the change order and the process that he and his staff followed to get to this point.



Custom Fire Apparatus, Inc. ■ 509 68th Ave., Osceola, WI 54020-4044 ■ 715.294.2555 Fax 715.294.2168
www.customfire.com

MOTOR VEHICLE PURCHASE CONTRACT

THIS AGREEMENT, Made by and between CUSTOM FIRE APPARATUS, INC. of Osceola, Wisconsin, Party of the First Part, and: The TOWN OF NEENAH FIRE DEPARTMENT of Town of Neenah, Neenah, Wisconsin Party of the Second Part.

WITNESSETH, That CUSTOM FIRE APPARATUS, INC. Agrees to sell, upon the conditions which are below written, the apparatus and equipment herein before described, all of which are to be in accordance with the specifications and warranties submitted by CUSTOM FIRE APPARATUS, INC. and which are made a part of this agreement and Contract. As per Proposal Specifications submitted which includes;

“One (1) One (1) Custom Pumper built on a new, unused Stock ordered FC-94 4-Door custom chassis, as per specifications of 2023-08-28”

The BUYER agrees to purchase and pay for the aforesaid property delivered as aforesaid, sum of: **USD \$804,696.04 EXW the Osceola, Wisconsin factory.**

Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to part availability or vendor relationships, such changes shall be documented on a change order and purchaser shall be responsible for additional charges as applicable. These may include chassis manufacturer, seat manufacturer, and powertrain (engine & transmission).

TERMS OF PAYMENT: A Progress Payment in the amount of \$315,000.00 is due within 15 days of contract execution to secure the remaining FC-94 Stock chassis with an L9 450 HP engine. An additional \$200,000.00 is due within Six (6) months of Contract execution, Balance of payment is due on day of acceptance.

GUARANTY: The BUYER hereby guarantees that the funds will be ready and available for transfer in the form of legal tender, a negotiable check or direct bank wire transfer on or prior to the day of delivery. And it is further mutually agreed that no misunderstanding, verbal or written, regarding equipment or otherwise, shall enjoin CUSTOM FIRE APPARATUS, INC. unless in this contract.

DELIVERY: Is to be made to; The TOWN OF NEENAH FIRE DEPARTMENT PERSONNEL at the Osceola, Wisconsin factory within 22 Months or sooner following receipt of chassis and approval of this Contract duly executed, subject to all causes beyond our control, or as soon thereafter as is consistent with good workmanship and proper finishing.

LIABILITY: Physical damage to the truck or chassis will be the responsibility of CUSTOM FIRE APPARATUS, INC. on a primary basis, regardless of what other insurance is available, as long as the vehicle is in the care, custody and control of same. Any componentry furnished by the BUYER, including the truck chassis, will be insured for its purchase price, by and when in the possession of CUSTOM FIRE APPARATUS, INC. Upon delivery and acceptance of the apparatus at the factory in Osceola, Wisconsin, Party of the Second Part (BUYER) does agree to provide all insurance to hold both parties harmless and free from any loss.

WITNESS our hands and official seal this DATE: September 11, 2023.

CUSTOM FIRE APPARATUS, INC.
(Party of the First Part)

By: [Signature]
JAMES M. KIRVIDA
President of the Corporation

TOWN OF NEENAH FIRE DEPARTMENT
(Party of the Second Part)

By: [Signature]
Robert E. Schmeichel - Town Chair
FIRE Chief Donnet Osceola
[Signature]

MEMORANDUM

To: Town of Neenah Board of Supervisors, Fire Chief

From: Ellen Skerke, Administrator-Clerk-Treasurer

Date: February 23, 2024

Memo: Cascade System

The 2024 Fire Department Budget includes a line item of \$41,750 for replacement of the cascade system. The Department has applied for Federal FEMA Grants to cover the cost of the cascade system, however, have not been awarded a grant.

Fire Chief Osero secured several quotes and has decided Oshkosh Fire and Police is the vendor he would like to work with. He will be at the Town Board meeting on Monday February 26, 2024 to discuss further and answer your questions.

The quote from Oshkosh fire and Police is attached for a total cost of \$42,500.



OSHKOSH FIRE & POLICE

EQUIPMENT, INC.

175 INDIAN POINT ROAD
OSHKOSH, WI 54901

Estimate

Date	Estimate No.
1/31/2024	6558

Bill To

TOWN OF NEENAH FIRE DEPARTMENT
1600 BREEZEWOOD LANE
NEENAH, WI 54956

Ship To

TOWN OF NEENAH FIRE DEPARTMENT
1600 BREEZEWOOD LANE
NEENAH, WI 54956

Due Date

Rep

2/15/2024

DM

Qty	Item	Description	Rate	Total
1	Coltri Breathing Air System	Coltri Breathing Air System 10HP 4-STAGE COPRESSOR WITH SAM Multi-gas for monitoring Carbon Monoxide, Carbon Dioxide, and Moisture.		0.00
1	COLTRI FILL STATION	4-BANK FILL SYSTEM WITH •The fill station shall be designed for filling two (2) SCBA cylinders simultaneously or separately.	0.00	0.00
1	Other	CASCADE CYLINDER TO MAKE IT 4 TOTAL CASCADE CYLINDER 600 PSI	42,500.00	42,500.00
1	Other	PRICE INCLUDES SHIPPING INSTALL AND TRAINING	0.00	0.00

Phone #

E-mail

920-235-3610

marsha@ofpe.com

Sales Tax (0.0%)

\$0.00

Total

\$42,500.00

***Prices and availability are only guaranteed until the expiration of the estimate.

MEMORANDUM

To: Town of Neenah Board of Supervisors. Fire Chief
From: Ellen Skerke, Administrator-Clerk-Treasurer
Date: February 23, 2024
Memo: Friends of Town of Neenah Fire Department

In an effort to open the door to funding and grant opportunities, the Town of Neenah Fire Department is forming a 501(c)3 organization.

The Fire Department has an Ad Hoc Committee made up of David Weiss, Bryston Hickman and Riley Fitzgerald, working on this project. I am assisting when I can. I spoke with Attorney Matt Parmentier and Clifton Larsen Allen about the process and will need expert guidance from both as we proceed.

The Fire Department selected the name *Friends of Town of Neenah Fire Department* which will be organized as a corporation. There are several other local Fire Departments that have already gone this direction including: Friends of the Appleton Fire Department, Fox Crossing Fire Association and Omro/Rushford Fire Department Inc.

Friends of Town of Neenah Fire Department needs to create Articles of Incorporation to establish the organization, By-Laws to define how the organization is structured and apply for a Federal Employer Identification number (EIN) from the IRS.

Once these things are in place, Friends of TNFD will apply for 501(c) 3 status with the IRS through the 1023-EZ form.

The Fire Department drafted the attached By-Laws for your review and approval. Matt Parmentier has received a copy and will review with the Board at the meeting on Monday.

Once the 501(c)3 application is filed with the IRS, it could take anywhere from 3 – 12 months for a response. In the meantime, Friends of the Town of Neenah Fire Department could start applying for grants and funding with a 501(c)3 status listed as pending.



DRAFT

BYLAWS OF FRIENDS OF TOWN OF NEENAH FIRE DEPARTMENT

ARTICLE I

NAME

The name of this Corporation, a Wisconsin non-stock corporation, shall be Friends of Town of Neenah Fire Department (the "Corporation").

ARTICLE II

LOCATION

SECTION 2.1. The principal office of the Corporation for the transaction of its business is located at 1600 Breezewood Lane, Neenah, WI 54956 USA.

SECTION 2.2. The Corporation may also have offices at such other places, within or without the State of Wisconsin, where it is qualified to do business, as its business may require and as the Board of Directors may from time to time designate.

ARTICLE III

POWERS AND PURPOSES

SECTION 3.1. PURPOSE. The purposes of the Corporation shall be to build public awareness and focus public attention on the needs, services, programs and facilities of the Town of Neenah Fire Department.

SECTION 3.2. POWERS. The Corporation shall have all the powers necessary to carry out the foregoing purposes and all the powers of non-stock corporations organized under the laws of the State of Wisconsin.

SECTION 3.3. LIMITATIONS.

- a) The Corporation shall be an equal opportunity employer, and it shall not discriminate on the basis of age, race, color, creed, sex, disabilities, financial status, or national origin (i) in the persons serviced, or in the manner of service; (ii) in the hiring, assignment, promotion, salary determination, or other conditions of staff employment; (iii) in the selection of members; or (iv) in the membership of its Board of Directors.
- b) The Corporation shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity that would invalidate its status as a corporation which is exempt from federal income taxation as an organization described in Section 501(c) of the Internal Revenue Code of 1986, or any successor provision.
- c) The Corporation is not organized for pecuniary profit and shall not have any capital stock. No part of its net earnings or of its principal shall inure to the benefit of any officer director of the Corporation, or any other

individual, partnership or corporation, but reimbursement for expenditures or the payment of reasonable compensation for services rendered shall not be deemed to be a distribution of earnings or principal.

- d) On dissolution, after provision is made for payment of debts, all property of the Corporation, from whatever source arising, shall be distributed only to such organizations as are then exempt from tax by virtue of Section 501(c) of the Internal Revenue Code of 1986, or any successor provision, and as the Board of Directors of the Corporation shall determine, unless otherwise provided in the instrument from which the funds to be distributed derive.
- e) No substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

ARTICLE IV

MEMBERS

The Corporation shall have no members.

ARTICLE V

DIRECTORS

SECTION 5.1. POWERS. The Directors shall supervise and control the business, property and affairs of the Corporation, except as otherwise provided by law, the Articles of Agreement of the Corporation, or these Bylaws.

SECTION 5.2. NUMBER. There shall be a Board of Directors of the Corporation of not less than five (5) persons and not more than nine (9) persons. The signers of the Articles of Agreement shall elect the initial Board of Directors of the Corporation, and thereafter the members will minimally be made of the four (4) elected officers (President, Vice President?, Secretary and Treasurer) of the Town of Neenah Fire Department plus the Fire Chief.

SECTION 5.3. ELECTION TERM. Directors of the Corporation shall be elected at the annual election of Town of Neenah Fire Department officers.

SECTION 5.4. Vacancies and Newly Created Directorships. Any newly created Directorships and any vacancies on the Board of Directors arising at any time and from any cause may be filled at any meeting of the Board of Directors by a majority of the Directors then in office. A Director elected to fill a vacancy shall be elected for the unexpired term of the member's predecessor in office.

SECTION 5.5. REMOVAL. Any Director may at any time be removed from office for any cause deemed sufficient by the Board of Directors by the affirmative vote of two-thirds of the full number of Directors then in office acting at a meeting of the Board, the notice of which has specified the proposed removal. In addition, three consecutive absences from regular meetings of the Board shall constitute an automatic resignation without any further action of the Board of Directors, unless the President of the Board has excused the absences.

SECTION 5.6. COMPENSATION. Directors shall not receive salaries for their services, but by resolution of the Board of Directors, expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. The Corporation shall not provide personal loans to any Director.

ARTICLE VI

MEETINGS OF THE DIRECTORS

SECTION 6.1. ANNUAL MEETING. A regular annual meeting of the Board of Directors shall take place each year at such time, date and place as shall be designated by the Board of Directors. The purpose of the annual meeting shall be to elect Directors and officers of the Corporation and to transact such other business as may properly come before the meeting.

SECTION 6.2. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held at least six (6) times per year upon call of the President.

SECTION 6.3. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President, or by any five (5) Directors, on five (5) days notice to be held at such time, day and place as shall be designated in the notice of the meeting.

SECTION 6.4. NOTICE OF MEETINGS. The time, day and place of any regular or special meeting of the Board of Directors shall be specified in the notice of the meeting, but no such specification is required in a waiver of notice of such meeting. Notice shall be given as provided in Section 7.1.

SECTION 6.5. TELEPHONE MEETINGS. Any one or more Directors may participate in a meeting of the Board of Directors by conference telephone or other electronic means by which all persons participating in the meeting can communicate with each other. Participation by telephone shall be equivalent to presence in person at a meeting for purposes of determining if a quorum is present.

SECTION 6.6. RECORD OF MEETINGS. The Secretary or, in the absence of the Secretary, one of the Directors designated by the Board of Directors and participating in the meeting, shall keep a record of the meeting.

SECTION 6.7. QUORUM; VOTE REQUIRED. A majority of Directors then in office shall constitute a quorum for the transaction of business at any meeting of Directors, and, unless otherwise provided for by law or these Bylaws, the act of the majority of the Directors present and voting at any meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Directors, the Directors present at the meeting may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION 6.8. ACTION BY UNANIMOUS CONSENT. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if:

- a) Consents in writing, setting forth the action so taken, shall be signed by all of the Directors and filed by the Secretary with the minutes of the meetings of the Board of Directors. The consents may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.
- b) Consents by electronic mail, setting forth the action so taken, are submitted by all the Directors, received by the Corporation and filed by the Secretary with the minutes of the meetings of the Board of Directors.

ARTICLE VII

NOTICE

SECTION 7.1. GENERAL. Whenever under the provisions of law or these Bylaws, notice is required to be given to any person, such notice may be given via U.S. mail or overnight delivery service with postage prepaid, and shall be deemed given when deposited in the mail or the delivery service addressed to such person at such person's address as it appears on the records of the Corporation. Notice may also be given by electronic mail, facsimile, or hand delivery, and such notice will be deemed given when received.

SECTION 7.2. WAIVER. Whenever any notice is required to be given by law or by these Bylaws, a waiver of notice signed by the person or persons entitled to such notice, whether before or after the time stated in these Bylaws, shall be deemed equivalent to the giving of such notice. Attendance at a meeting either in person, or if applicable, by proxy, of a person entitled to notice shall constitute a waiver of notice of the meeting unless he or she attends solely for the purpose of objecting at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called or convened.

ARTICLE VIII

OFFICERS AND AGENTS

SECTION 8.1. OFFICERS. The officers of the Corporation shall minimally consist of a President, a Vice-President, a Secretary, and a Treasurer. One person shall not hold two offices with the permissible exception of a Secretary-Treasurer.

SECTION 8.2. OTHER OFFICERS AND AGENTS. The Board of Directors:

- a) May retain a chief executive officer ("Executive Director"), who shall serve as staff to the Board
- b) May appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

SECTION 8.3. ELECTION; TERM OF OFFICERS; RESIGNATION; REMOVAL; VACANCIES. The Board of Directors shall elect the officers of the Corporation at the annual meeting. The officers of the Corporation shall hold office for terms of one (1) year or until their successors are elected and qualified. Any officer may resign at any time by giving written notice to the President of the Board. Such resignation shall take effect at the time specified in the notice, or if no time is specified, then immediately. Any officer may be removed from office at any time, with or without cause, by the affirmative vote of two-thirds of the Board of Directors at any regular or special meeting of the Board called expressly for that purpose. The Directors shall fill any vacancy occurring in any office of the Corporation for the unexpired term.

SECTION 8.4 PRESIDENT. The President of the Board shall preside at meetings of the Board of Directors, and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

SECTION 8.5. THE VICE PRESIDENT. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

SECTION 8.6. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors, and perform all other duties usually incident to the office, and such other duties as may be assigned by the Board of Directors.

SECTION 8.7. TREASURER. The Treasurer shall cause regular books of account to be kept, and shall render to the Board of Directors, from time to time as may be required, an account of the financial condition of the Corporation, shall deliver an annual report at the annual meeting, and shall perform all other duties properly required of the Treasurer by the Board of Directors.

SECTION 8.8. BONDING OF OFFICERS. The Board of Directors may require any officer, or other person entrusted with the handling of funds or valuable property of the Corporation to give bond to the Corporation, with sufficient surety or sureties, conditioned upon the faithful performance of such person's duties.

ARTICLE IX

COMMITTEES

SECTION 9.1 EXECUTIVE COMMITTEE. The Board of Directors may establish an Executive Committee, consisting of at least four (4) Board members, including the incumbent officers. The Executive Director shall serve as staff to the Committee. Except as provided in Section 9.1(a) below, the Executive Committee shall have the full power of the Board of Directors to act between meetings of the Board upon matters which, in the judgment of the Committee, are of such nature as to require action prior to the next regular meeting of the Board of Trustees but do not require a calling of a special meeting of the Board of Trustees. Any action taken by the Committee involving the exercise of the powers of the Board of Directors shall be reported promptly to the Board, and ratified at the next meeting of the Board following such action. The Executive Committee shall be subject to the authority of the Board of Directors in all matters. The Executive Committee shall present to the Board of Directors an annual evaluation of the performance of the Executive Director.

SECTION 9.1(A) LIMITATIONS. The Executive Committee shall not have the power to:

- a) Amend the Bylaws;
- b) Appoint or remove Directors, or the Executive Director;
- c) Approve a dissolution or merger or the sale of all the Corporation's assets;
- d) Adopt the budget; or
- e) Take any action that is contrary to, or a substantial departure from, the direction of the Board, or which represents major change in the affairs, business, or policy of the Corporation.

SECTION 9.2. GOVERNANCE COMMITTEE The Board of Directors shall establish a standing Governance Committee consisting of no fewer than five (5) Board members. The Executive Director shall serve as staff to the Committee. The Committee shall develop policies that relate to the governance of the Corporation and the Board of Directors, including, but not limited to:

- a) Criteria for Board membership (experience, competencies, community involvement, skills, expertise, etc.)
- b) Development of a Board recruitment matrix.
- c) Nomination and presentation of Board candidates for election by the Board.
- d) Nominate and present a slate of officers for election by the Board.
- e) Develop and execute process of orientation for new members of the Board.
- f) Periodically review the bylaws of the organization and recommended amendments to the Board.
- g) Periodically (minimally every 3 years) initiate a Board Assessment process

SECTION 9.3. AUDIT COMMITTEE. The Board of Directors shall establish a standing Audit Committee consisting of no fewer than three (3) independent Board members. This Committee is responsible for the appointment and

oversight of the performance of the independent auditor, and performs such other duties customarily delegated to a Board Audit Committee as may be assigned by the Board. The Committee reports to the full Board.

SECTION 9.4. FINANCE COMMITTEE. The Board of Directors shall establish a standing Finance Committee, consisting of no fewer than five (5) voting members, inclusive of the Board Treasurer, at least two (2) other Directors and the Executive Director, as staff to the Committee. The Committee may include, as non-voting members, other staff, or other non-Director persons whose experience in accounting, finance or business may assist the Committee and the Board in the performance of their financial oversight responsibilities. The Committee reports to the full Board.

SECTION 9.5. PROGRAM COMMITTEE. The Board of Directors shall establish a standing Program Committee consisting of no more than nine (9) Board members. The Executive Director shall serve as staff to the Committee. The Committee may also include persons who are not members of the Board, but whose experience and qualifications may assist the Committee and the Board in the performance of their program oversight responsibilities. However, at all times a majority of the Committee, and a majority of a quorum, shall consist of Board members. The Committee shall be charged to provide strategic oversight of the Corporation's programs and services, and to perform such other related duties as may be assigned by the Board. The Committee reports to the full Board.

SECTION 9.6. OTHER COMMITTEES. The Board of Directors may also designate such other committees as they deem necessary for the efficient conduct of the business of the Corporation, which committees may consist either of members of the Board of Directors or such other persons as are designated in the resolution authorizing the creation of that committee. Such committees may be discontinued when no longer necessary.

ARTICLE X

SECTION 10.1. POLICY GOVERNING CONFLICT OF INTEREST AND PECUNIARY BENEFITS TRANSACTIONS. The Corporation shall adopt, implement, enforce and regularly review Policies and Procedures governing conflicts of interest and pecuniary benefits transactions. The Policy and Procedures shall, at a minimum, meet the requirements of Wisconsin law as then in effect, and comply with Guidelines established by the Office of the NH Attorney General, Charitable Trust Unit. Each Director, Officer, or Committee member shall have an affirmative duty to disclose to the Corporation each transaction with the Corporation that would be a Pecuniary Benefit Transaction (as defined by RSA 7:19-a) as to that Officer, Director, or Committee member, and shall be prohibited from participating in the discussion or voting on the transaction. The Corporation shall enter into Pecuniary Benefit Transactions only in accordance with the applicable provisions of RSA 7:19-a, as they may exist from time to time.

SECTION 10.2. POLICY ON PECUNIARY BENEFITS TRANSACTIONS. Transactions that provide a direct or indirect pecuniary benefit to any Officer, Director, or Trustee and the Corporation or any member of his or her immediate family; his or her employer; or, any person or organization of which he or she is a Proprietor, Partner, Officer, Director, or Trustee, are prohibited unless they (1) satisfy RSA 7:19-a; (2) are in the Corporation's best interest; and (3) all of the following conditions are met:

- a) The transaction is made in the ordinary course of the Corporation's business or operation and the transaction is fair to the corporation.

Any transaction with any one Officer, Director, or Trustee that exceeds \$500.00 must be approved by the greater of a quorum of the Board of Directors, or 2/3 of the members of the Board of Directors who have not had a pecuniary benefit transaction with the Corporation during the fiscal year.

- b) The Corporation shall list in its records each transaction with any one Officer, Director, or Trustee which exceeds \$500.00 in any one fiscal year and report them to the NH Director of Charitable Trusts annually as

part of its annual report required under RSA 7:28, including the names of those benefiting from each transaction and the amount of the benefit. This list shall be available for inspection by Officers, Directors, Trustees and all contributors;

- c) The Corporation shall publish a notice of any transactions with any one Officer, Director, or Trustee which alone or in the aggregate exceeds \$5,000.00 in any one fiscal year, in the newspaper of general circulation in Concord, NH and give a copy of the notice to the NH Director of Charitable Trusts before the transaction takes place. The name of the Officer, Director, or Trustee, the amount of the transaction and any other information required by RSA 7:19-a II (d) must be stated in the notice;
- d) The Corporation shall receive the prior approval and requisite finding of the Probate Court as to any transactions involving the sale, lease for a term of greater than 5 years, purchase or conveyance of any interest in real estate to or from any Officer, Director, or Trustee; and,
- e) The transaction does not involve a loan of money or property to an Officer, Director, or Trustee.

ARTICLE XI

CONTRIBUTIONS AND DEPOSITORIES

SECTION 11.1. VOLUNTARY CONTRIBUTIONS. The Corporation may accept gifts, grants, legacies and contributions from any source including persons, corporations, trusts, charities, and governments and governmental agencies.

SECTION 11.2. DEPOSITORIES. The Board of Directors shall determine what depositories shall be used by the Corporation as long as such depositories are located within the State of Wisconsin and are authorized to transact business by the State of Wisconsin and are federally insured. All checks and orders for the payment of money from said depository shall be signed such signatories as have been authorized and required in advance by the Board of Directors.

ARTICLE XII

DISSOLUTION

SECTION 12.1. DISSOLUTION. The Corporation may be dissolved upon the affirmative vote of two-thirds (2/3) of the members of the Board of Directors of the Corporation then in office taken at a meeting of the Board of Directors called for that purpose, or upon the written consent of all members of the Board of Directors entitled to vote thereon. No Director, officer or employee or person connected with the Corporation shall be entitled to share in the distribution of any of the Corporation assets upon its dissolution.

ARTICLE XIII

GENERAL

SECTION 13.1. FISCAL YEAR. The Corporation shall operate on a calendar year ending December 31. Alteration of the fiscal year (by the Board of Directors) shall not require amendments of these Bylaws.

SECTION 13.2. EXECUTION OF CONTRACTS AND DOCUMENTS. All contracts and evidence of debt may be executed only as directed by the Board of Directors.

ARTICLE XIV

INDEMNIFICATION

The Corporation may indemnify a person who is or was a Director, officer, employee or agent of the Corporation or who is or was serving in another capacity at the request of the Corporation, to the extent authorized by law, and will purchase and maintain insurance to protect itself and such persons against liability.

ARTICLE XV

AMENDMENTS

These Bylaws may be amended or repealed or new Bylaws adopted by the Directors at any meeting by the affirmative vote of not less than two-thirds of all the Directors of the Corporation, provided notice of the proposed change is given in the notice, which must be given not less than ten (10) days prior to such meeting.

ADOPTED BY THE BOARD: [DATE]

MEMORANDUM

To: Town of Neenah Board of Supervisors
From: Ellen Skerke, Administrator-Clerk-Treasurer
Date: February 23, 2024
Memo: Town Hall Renovations – added expenses



A few additional items to consider as part of the Town Hall renovation.

Heat Distribution – add 8 diffusers to the large conference room
Baumgart Mechanical = \$3,600.00. Excludes Balancing.

Paint Front Lobby
Van Eperen Painting = \$1,100.00

Carpet Small Conference Room
HJ Martin and Son = \$2,801.47

Subtotal for these three items = **\$7,501.47**

Replace Chairs in Large Conference Room (60 chairs and 4 dollies)

Modern Office Furniture = \$9,436.00.

- 2024 Budget includes \$5,000 for 30 chairs.
- We currently have 50 chairs.
- There should be some recovery of this cost through the sale of our existing chairs through auctions.gov or Facebook Marketplace.
- Grey chairs are on back order until May 2024, black chairs are available now

Grand Total = \$16,937.47, of which \$5,000 was budgeted under Maintenance.



N1644 Cty Hwy J
Kaukauna, WI 54130

Telephone (920) 766-2835
Fax (920) 766-2411

Date: 2/22/2024

Attn: Chuck
RE: Town of Neenah

We propose to supply and install 8 new 2' x 2' diffusers to replace the 4 existing diffusers. This includes the removal and disposal of the 4 existing diffusers and repair the ductwork by the windows. This will slow the air down. We will disperse the 8 diffusers throughout the room as discussed. This will be done for the sum of

\$3,600.00

Breakdown

Material	\$1,660.00
Labor	\$1,608.00
Mark up	\$ 330.00

Excluding

Balancing (if wanted)

Thank you for the opportunity to bid on this project. We look forward to working with you on this and other projects.

Sincerely,

A handwritten signature in black ink that reads 'Troy Baumgart'.

Troy Baumgart
Project Manager
Baumgart Mechanical Inc.
troyb@baumgartmechanical.com



Van Eperen Painting

1025 S Lynndale Dr • Appleton, WI 54914 • Phone (920) 734-8711 • vepainting.com

Date: February 6, 2024

Price is Good for 60 Days

Quote #1

Job #: 16253
 Job Name: Neenah Town Hall Foyer
 Address: 1600 Breezewood Dr
 City, State Zip: Neenah, WI 54956
 Contact: _____
 Phone: _____
 Email: _____

Contractor: City of Neenah
 Billing Address: 211 Walnut Street
 City, State Zip: Neenah, WI 54956
 Contact: Ellen Skerke
 Phone: 920-725-0916
 Email: eskerke@tn.neenah.wi.gov

Job Type:

New Construction

<input type="checkbox"/>	Interior
<input type="checkbox"/>	Exterior

Pre-Existing

<input checked="" type="checkbox"/>	Interior
<input type="checkbox"/>	Exterior

Shop

<input type="checkbox"/>	Painting
<input type="checkbox"/>	Blasting

Scope of Work:

- Mask around town hall logo in a square pattern.
- Mask around windows and all items not scheduled for paint
- Provide minor patching prior to application of finishes
- Paint entire foyer area and provide drop cloths on floor
- Provide touch up prior to final inspection

Qty	Amt / Unit	Total Amount
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Accepted by: _____ Date: _____

Printed Name _____

PO#: _____

TOTAL:	\$1,100.00
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Prepared By: Logan Goodwill (logan@vepainting.com)

VAN EPEREN PAINTING
16253_Neenah Town Hall Foyer

QUOTE DISCLAIMERS:

- 1) Pricing includes labor, paint, equipment and supplies necessary to complete work. Scope does not include any work not listed above. An allowance for punch list is included. Any additional work after punch list will be charged to the General Contractor for time and material. Additional coats, or colors may require additional charges. Standard daytime hours apply. Labor rate for additional work is \$75 per man/hr. All additional materials charged at 15% over invoice.
- 2) Turn around is based on availability of products ordered by outside vendors.
- 3) Exterior painting requires adequate conditions. Completion time can be affected by moisture, temperature, wind and other conditions. Manufacturer's guidelines must be followed to insure warranty. Workmanship will have a one year warranty from time of completion. Off season accommodations not included.
- 4) Not responsible for removal of any signage, frames, furniture or other obstacles
- 5) Lift provided by Van Eperen painting and included in price quote
- 6) Vegetation and obstructions to be removed by owner prior to painting scope.
- 7) Power and water to be provided by owner at location. VE provision of generator and/or mobile water will incur additional cost.
- 8) All paints and coatings have an odor. Solvent based and epoxy coatings have a strong odor and may require ventilation. On site personnel should be notified of odor that may be offensive.
- 9) Completion of one punch list is included in pricing. Punch list includes completion of any unfinished work from the original scope or addressing any deficiencies in painting application. Additional work, or re-work is not included as punch list items. Damage from other trades, owner, etc., will be charged at time and material rates.
- 10) All additional scope must be approved in writing prior to execution of work.
- 11) Invoiced upon completion: Payment due upon receipt of invoice.
- 12) Due terms are net 30 days
- 13) For jobs extending past 2 weeks of work, progress billing will apply. Due terms 30 days from receipt of invoice.

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. **GENERAL.** All sales of H. J. Martin & Son, Inc. (hereafter "Company") are subject to the following terms and conditions. Company objects to the inclusion of any different and/or additional terms proposed by Purchaser. Unless Company accepts any such different terms and/or additional terms in writing, Purchaser's acceptance of Company's delivery of labor and/or materials shall conclusively constitute Purchaser's acceptance of Company's terms and conditions herein.
2. **FORCE MAJEURE.** Company shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including, but not limited to, armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities (including priorities and allocations); fire, flood, storm, accident or any act of God, or other causes beyond Company's control.
3. **SECURITY OF MATERIALS.** Purchaser will receive, and properly protect from all damage and loss, the materials necessary for carrying out this contract, and allow reasonable use of light, heat, water, power, available elevators, hoists, and other facilities required to further this agreement.
4. **PROJECT SITE CONDITIONS.** Surfaces on which the materials are to be applied shall be given to Company to work on at one time so that the work will not be interrupted. The surfaces shall be clean, dry, accessible and suitable for receiving our work. All electrical fixtures and other obstructions shall be removed at the expense of the Purchaser. Installations will not be performed at a temperature of less than 60 degrees Fahrenheit for flooring and 55 degrees Fahrenheit for drywall, from time of starting until completion of contract.
5. **SPECIFICATIONS AND ALTERATIONS.** Company shall not be responsible for any damages or expenses resulting from specifications not conforming to the requirements of the law. No credit or allowance shall be made for alterations, unless such credit or allowances has been agreed to by seller in writing before such alterations are made.
6. **LABOR.** Expenses of sending labor to the job on Purchaser's notification before surfaces are ready for the application of materials as agreed, or expenses due to any delays for which Purchaser may be responsible during the progress of the work, shall be borne by Purchaser. Work called for herein is to be performed during regular working hours. Overtime rates for all work performed outside such hours, will be paid by Purchaser.
7. **INVOICING AND PAYMENT.** The terms of payment are specified on the first page herein. Purchaser shall pay all costs of Company, including reasonable attorney's fees and court costs incurred by Company in collection of past due amounts from Purchaser.
8. **TAXES.** Any sales, excise, processing or any direct tax imposed upon the manufacture, sale or application of materials supplied in accordance with this proposal or any contract based thereon shall be added to the contract price.
9. **DAMAGES.** Any damage after completion, not caused by Company, will be the sole responsibility of Purchaser. Any expense incurred by Company for insurance or bond to cover liability under any "hold harmless" or "indemnify" clause or clause of a similar nature in any contract, specifications, letter or acceptance notice which in any way requires Company to assume any liability which is not imposed by law shall be paid by Purchaser. Company shall not be responsible for any damages to Purchaser, including compensatory, punitive, consequential, incidental, intentional, nominal or multiple damages.
10. **RIGHT AND TITLE TO MERCHANDISE.** The title and right of possession of the merchandise sold hereunder shall remain with Company, and such merchandise shall remain personal property until all payments hereunder (including deferred payments whether evidenced by note or otherwise) shall have been made in full in cash. Purchaser agrees to do all acts necessary to perfect and maintain such security interests and rights in Company.
11. **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** In no event shall Company be liable for consequential damages arising out of or in connection with this agreement, including without limitation, breach of any obligation imposed on Company hereunder or in connection herewith. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person or loss of or damage to property (including without limitation property handled or processed by the use of product). Purchaser shall indemnify Company against all liability, cost or expense which may be sustained by Company on account of any such loss, damage or injury.
12. **WARRANTY.** Pursuant to the warranty, if any, of a manufacturer, manufacturer's liability is limited to replacing any materials proved to be defective, provided, however, notice of the defective materials has been provided to manufacturer pursuant to any warranty thereof, if any, prior to said defective product being installed or used. The manufacturer's warranty, if any, does not apply to any materials which have been subject to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance or storage), accident, modification or adjustment. All claims made by Purchaser for breach of warranty, either express or implied shall be made within sixty (60) days after completion. There are no representations, promises, warranties, or agreements not expressed set forth herein.
13. **CONSTRUCTION LIEN NOTICE.** IN THE EVENT WE ARE THE PRIME CONTRACTOR UNDER SEC. 779.02(2)(a), WIS. STATS., OR, THE SUBCONTRACTOR UNDER SEC. 779.02(2)(b), WIS. STATS., AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, COMPANY HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO COMPANY, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER. FOR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND, SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. COMPANY AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.
14. **GOVERNING LAW, VENUE AND SEVERABILITY.** This agreement shall be construed under and in accordance with the laws of the State of Wisconsin. The parties hereby consent to exclusive venue and personal jurisdiction in Brown County, Wisconsin for all disputes arising out of this agreement. If any provision of this agreement is invalid or unenforceable, the invalid or unenforceable provision should not affect any other provisions and this agreement shall be construed as if the invalid or unenforceable provisions have been omitted.

