

**NOTICE IS HEREBY GIVEN** that the monthly meeting of the Village Board of the Village of Neosho shall be held on **Thursday, OCTOBER 3, 2019, 7:00 p.m.** at the Neosho Village Hall, 210 S. Schuyler Street, Neosho WI.

The village hall is handicapped accessible.

**AGENDA**

- Call to Order/ Pledge of Allegiance to the Flag.
- Roll Call.
- Adoption of minutes of August September 5, 2019.
- Public Appearances and Comments.
  - None.
- Approval of Financial Report with Comparisons and Payment of Bills.
- President's Report.
- Police Dept. Report.
  - Statistical Report.
- Fire & EMS Report.
  - Statistical Report with Incidents including Training Exercises.
  - Status of Equipment.
- Cemetery Sexton Report.
- Clerk-Treasurer's Report.
  - Budget items and Neosho, Rubicon Ashippun Police Meeting Dates.
  - Future Variance meeting date.
- DPW Report
  - Activity Report, including equipment update and schedules.
- Approve Operator's Licenses for the following:
  - None.
- Discuss and/or ACT on the Following:
  - Land Division Letter of Intent, Wiser 038-1017-203-005; Certified Survey Map, land division.
  - General Engineering Notice of Building Inspection Fee Adjustments & Agreement Update.
  - Ordinance 1003-01-2019, Amendment to Ordinance 10-1-06, Parking Restrictions, (f) Night Parking Regulations, Change from 1 a.m. to 6 a.m. to Midnight to 6 a.m. Possible Waiving of Second Reading.
  - Ordinance 1003-02-2019, Amendment to Ordinance 10-1-06, Parking Restrictions, (m) Parking During Snow Emergencies. Possible Waiving of Second Reading.
  - Ordinance 0905-02-2019, Parking Restrictions on Woodlawn Street. Possible Waiving of Second Reading.

Adjournment.

October 26, 2019 Trick or Treat 5-7 P.M.

September 2020 Neosho Fest.

Any person who has a qualifying disability as defined by the American's With Disabilities Act, that requires the meeting or materials at the meeting to be in an accessible location or format must contact the Clerk-Treasurer at the village hall at 920-625-3086 at least one day prior to the meeting so that any necessary arrangements can be made to accommodate each request.

## MEETING OF THE VILLAGE BOARD OF NEOSHO

September 5, 2019

President Gonzales called the regular meeting of the Village Board of the Village of Neosho to order at 6:30 p.m. Present were Pres. Gonzales, Tr. Desmore, Tr. Dale, Tr. Mioskowski, and Tr. Weynand.

Pledge of Allegiance was led by Pres. Gonzales.

### **Adoption of meeting minutes of August 12, 2019.**

Motion by Tr. Mioskowski, second by Tr. Dale to approve the minutes as presented. Motion carried unanimously.

### **Public Appearances and Comments:**

Chris Oldenhoff commented he is looking to apply for a conditional use to open his open welding business.

Joan Heiden commented on the speeding on County Road NN.

Motion by Desmore/Weynand to move the Police Department Report up. Motion carried unanimously.

### **Police Department Report:**

The Police report was read by Chief Linzenmeyer.

### **Approval of Financial Report and Payment of Bills.**

Motion by Tr. Mioskowski, second by Tr. Weynand to Approve the Financial Report and Payment of Bills. Motion carried unanimously.

### **President's Report.**

President Gonzales reported he had discussed snow clearing with Mark Hepner. The Village President will clear snow as an employee of Indian Road Construction.

### **Fire Department Report:**

No Report.

### **Cemetery Sexton:**

Trustee Desmore reported that there has been clean up at the cemetery and one burial. She is collecting quotes to clear a tree.

### **Clerk-Treasurers Report:**

No report.

### **DPW Report:**

Butch reported that all is okay.

### **Operator's Licenses:**

Motion by Weynand / Mioskowski to approve Brianna Stevens Operator's License. Roy Gerken's Operator License is pending paperwork and background check completion. Motion carried unanimously.

Motion by Weynand / Mioskowski to approve Ordinance 0905-01-2019, Ordinance Amending Article II, Municipal Court, Section 1-2-8 Created, In the Village of Neosho Municipal Court. Amended for the Addition of City of Mayville. Possible Waiving of Second Reading. Motion carried unanimously.

Discussion ensued of Ordinance 10-1-06, Parking Restrictions, (f) Night Parking Regulations. The prohibited parking will come back as midnight to 6 a.m. December 1 to April 1.

Discussion ensued of Ordinance 10-1-06, Parking Restrictions, (m) Parking During Snow Emergencies. Changes include to change to Village President or designee, removal of snow inches, addition of ice, and addition of social media. The item will come back.

Motion by Weynand/Mioskowski for first reading of Ordinance 0905-02-2019, Parking Restrictions on Woodlawn Street. Motion carried unanimously.

Motion by Mioskowski/Desmore to Approve Ordinance 0905-03-2019, Woodlawn Cemetery Privileges with Waiving of Second Reading. Discussion ensued to allow for responsible dog owners. Motion carried unanimously.

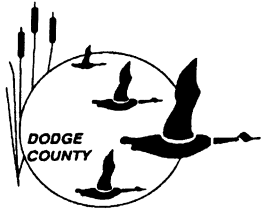
Discussion ensued of the Public Nuisance Ordinance and Junk Letters. Discussion that citations have been issued and will be continued to be issued until the properties are no longer a nuisance.

Trick or Treat will be Saturday, October 26<sup>th</sup>, from 5-7 p.m.

Motion by Tr. Mioskowski, second by Tr. Desmore to adjourn at 8:14 p.m. Motion carried unanimously.

Respectfully Submitted,

Deanna Braunschweig, Clerk-Treasurer



# Dodge County Land Resources and Parks Department

127 East Oak Street · Juneau, WI 53039-1329  
PHONE: (920) 386-3700 · FAX: (920) 386-3979  
EMAIL: landresources@co.dodge.wi.us

**DATE SENT TO VILLAGE:** **SEPTEMBER 25, 2019**

**DEADLINE FOR  
VILLAGE DENIAL:** **OCTOBER 25, 2019**

## LETTER OF INTENT NOTIFICATION

Please find attached a copy of the minor subdivision letter of intent(s) submitted to our department for approval.

<u>OWNER</u> GILBERT M WISER TRUST	<u>VILLAGE</u> NEOSHO	<u>ACTIVITY NUMBER</u> 2019-0884
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Please notify our department of your Village Boards position on the enclosed letter(s) of intent. If your Village Board does not return the completed form by the above deadline or file a request that the County review be delayed until a date after which your Village Board has reviewed the proposal, we will assume that the Village Board is in favor of the land division request and we will then proceed with scheduling County Planning Committee review at their next available meeting.

**CONTACT:** Land Resources & Parks Department  
ATTN: Land Division  
127 E. Oak Street  
Juneau, WI 53039

Phone: (920) 386-3700  
FAX: (920) 386-3979

Thank you!

### VILLAGE'S RECOMMENDATION

APPROVE       DENY       NO RECOMMENDATION

LAYOVER TO DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
VILLAGE REPRESENTATIVE



**RE/MAX**

Realty Center

**Christiane Berkel**

Broker Associate

357 W Wisconsin Avenue

Oconomowoc, WI 53066

Cell: 262-224-5018

Office: 262-567-2455

www.sellinghartfordhomes.com

cberkel@remax.net

DODGE COUNTY  
AND PARKS DEPARTMENT  
ET • JUNEAU, WI 53039  
700 • FAX: (920) 386-3979  
urces@co.dodge.wi.us

**LAND DIVISION  
INTENT FORM**

THIS AREA FOR OFFICE USE ONLY	
Activity No. <b>190884</b>	Expiration Date
Application Date: <b>9-25-19</b>	Receipt #: <b>CC</b>

Office Independently Owned and Operated

Application Fee: \$75 (Non-Refundable)

NAMES & MAILING ADDRESSES	PROPERTY DESCRIPTION				
Applicant (Agent) <b>GILBERT L. WISER</b>	Parcel Identification Number (PIN) <b>038-1017-2034-005</b>				
Street Address <b>W2514 TAFT ROAD BX 98</b>	Town <b>RUSCON</b>	T	N	R	E
City • State • ZipCode <b>NEOSHO, WI 53059</b>	1/4 <b>SE</b>	1/4 <b>SW</b>	Section <b>20</b>	Acreage of Parent Parcel <b>1.118</b>	Acreage of Proposed Lot(s) <b>.51/0.59</b>
Property Owner (If different from applicant) <b>GILBERT M. WISER TRUST</b>	Subdivision (Name, lot and block) or CSM # (Volume/Page/Lot)				
Street Address <b>0/0 W2514 TAFT ROAD BX 98</b>	Site Address Of Property (DO NOT include City/State/ZipCode)				
City • State • ZipCode <b>NEOSHO, WI 53059</b>	Is this property connected to public sewer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

**CONTACT PERSON**

Name and daytime phone number (include area code) of a person we can contact if we have any questions about your application.

Name **GILBERT L. WISER** Daytime Phone (**920**) **625-3319**

CURRENT PROPERTY USE	PROPOSED USE
<input type="checkbox"/> Vacant Property <input checked="" type="checkbox"/> Single Family Residential <input checked="" type="checkbox"/> Duplex (Two-Family Residential) <input type="checkbox"/> Multi-Family Residential • Number of residential units: _____ <input type="checkbox"/> Active Working Farm Operation <input type="checkbox"/> Recreational / Wetlands / Wooded Parcel <input type="checkbox"/> Business / Industrial / Commercial Use (Describe Below) <input type="checkbox"/> Other (Describe Below)	<input checked="" type="checkbox"/> Single Family Residential <input checked="" type="checkbox"/> Duplex (Two-family Residential) <input type="checkbox"/> Multi-Family Residential • Number of residential units: _____ <input type="checkbox"/> Agricultural Use Only – No residential structures <input type="checkbox"/> Open Space Recreational / Wetlands - No residential structures <input type="checkbox"/> Business / Industrial / Commercial Use (Describe Below) <input type="checkbox"/> Other (Describe Below) <i>Request to allow submission of CSM for these 4 lots to complete land division approval from 2002.</i>

A SKETCH PLAN SHOWING THE PROPOSED LAND DIVISION IS REQUIRED TO BE SUBMITTED WITH THIS APPLICATION.

**CERTIFICATE**

I, the undersigned, hereby apply for Minor Land Division approval and certify that all the information both above and attached is true and correct to the best of my knowledge. I hereby authorize members of the Dodge County Land Resources and Parks Department to enter the above-described property for purposes of obtaining information pertinent to my request.

Signature **Gilbert Wisner** Date **8/5/19**

Daytime Contact Number (**920**) **625-3319**

**OFFICE USE ONLY**

CUP Required (App \_\_\_\_\_)  REZONE Required (App \_\_\_\_\_)  Restriction Release Required

Notes:

APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>	LAND RESOURCES AND PARKS DEPARTMENT Date _____
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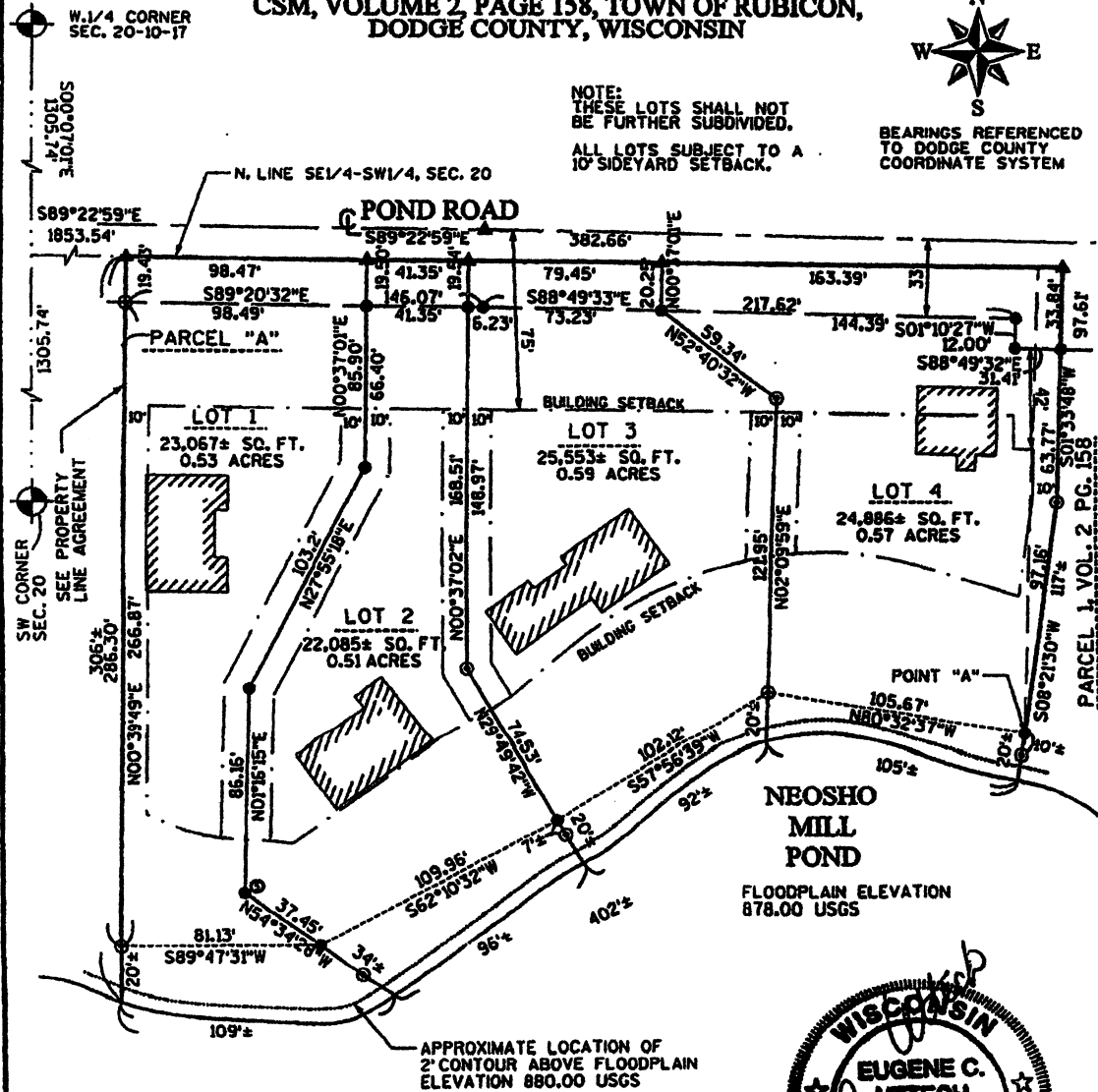
20-10-17-48

9/30/05

PROJECT # 96.0001	FILE # 980425/wiser.dgn
SCALE: 1" = 60 FEET	SHEET # 1/2
	SIDE # 1/1
SURVEYOR: EUGENE C. UTTECH MSA PROFESSIONAL SERVICES, INC. 1835 NORTH STEVENS ST. RHINELANDER, WI 54501 (715)362-3244	OWNERS: LOT 1: JEFFREY BECKER LOT 2, 3, 4: GILBERT M. WISER, SR. REVOCABLE FAMILY TRUST

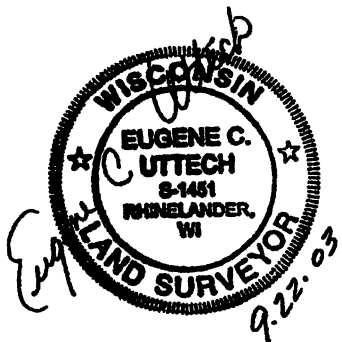
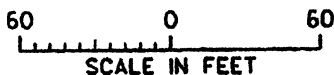
DODGE COUNTY CERTIFIED SURVEY MAP

LANDS BEING PART OF THE SE1/4 OF THE SW1/4 SECTION 20, T10N, R17E, INCLUDING PART OF PARCEL 1, CSM, VOLUME 2, PAGE 158, TOWN OF RUBICON, DODGE COUNTY, WISCONSIN



LEGEND

- ▲ P.K. NAIL, SET
- 3/4" X 24" REBAR, SET
- ⊙ IRON PIPE, FOUND
- ⊕ CAST ALUM. MON., FOUND
- ⊙ SEPTIC VENT
- (M) MEASURED
- (D) DESCRIBED
- (R) RECORDED



I, EUGENE C. UTTECH, REGISTERED LAND SURVEYOR OF THE STATE OF WISCONSIN DO HEREBY CERTIFY THIS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

20-10-17-48

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

I, Eugene C. Uttech, Registered Land Surveyor of the State of Wisconsin, do hereby certify that by order of Jeanne Kunz, I have made a survey of part of Parcel 1 of Certified Survey Map recorded in Volume 2, page 158 and unplatted lands all in the SE.1/4 of the SW.1/4 of Section 20, T.10 N., R.17 E., Town of Rubicon, Dodge County, Wisconsin and being more particularly described as follows;

Commencing at the West 1/4 corner of said Section 20; thence S.0°07'01"E., along the West line of said SW.1/4, 1305.74 feet to the North line of the SW.1/4 of the SW.1/4; thence S.89°22'59"E., along the North line of said SW.1/4 of the SW.1/4 and also the North line of said SE.1/4 of the SW.1/4, 1853.54 feet to the Northeast corner of lands described in Volume \_\_\_\_\_, page \_\_\_\_\_ of Records and being the point of beginning of parcel to be described; thence continuing S.89°22'59"E., along said North line, 382.66 feet; thence S.1°33'48"W., 97.61 feet; thence S.8°21'30"W., 97.16 feet to a meander point; thence along a meander line bearing N.80°32'37"W., 105.67 feet; thence continuing along said meander line, S.57°56'39"W., 102.12 feet; thence S.62°10'32"W., continuing along said meander line, 109.96 feet; thence S.89°47'30"W., continuing along said meander line, 81.13 feet to a meaner point located on the East line of said Volume \_\_\_\_\_, page \_\_\_\_\_; thence N.0°39'49"E., along said East line, 286.30 feet to the point of beginning. Said parcel includes that land lying between said meander line and the normal water line and the lateral extension of the East and West lines of the above described lands.

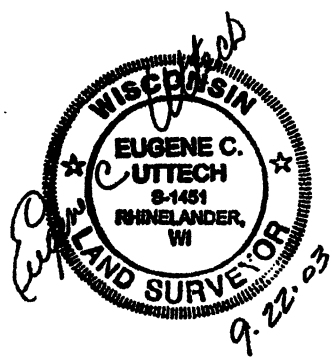
Said parcel contains 95,591 square feet or 2.20 acres, more or less.

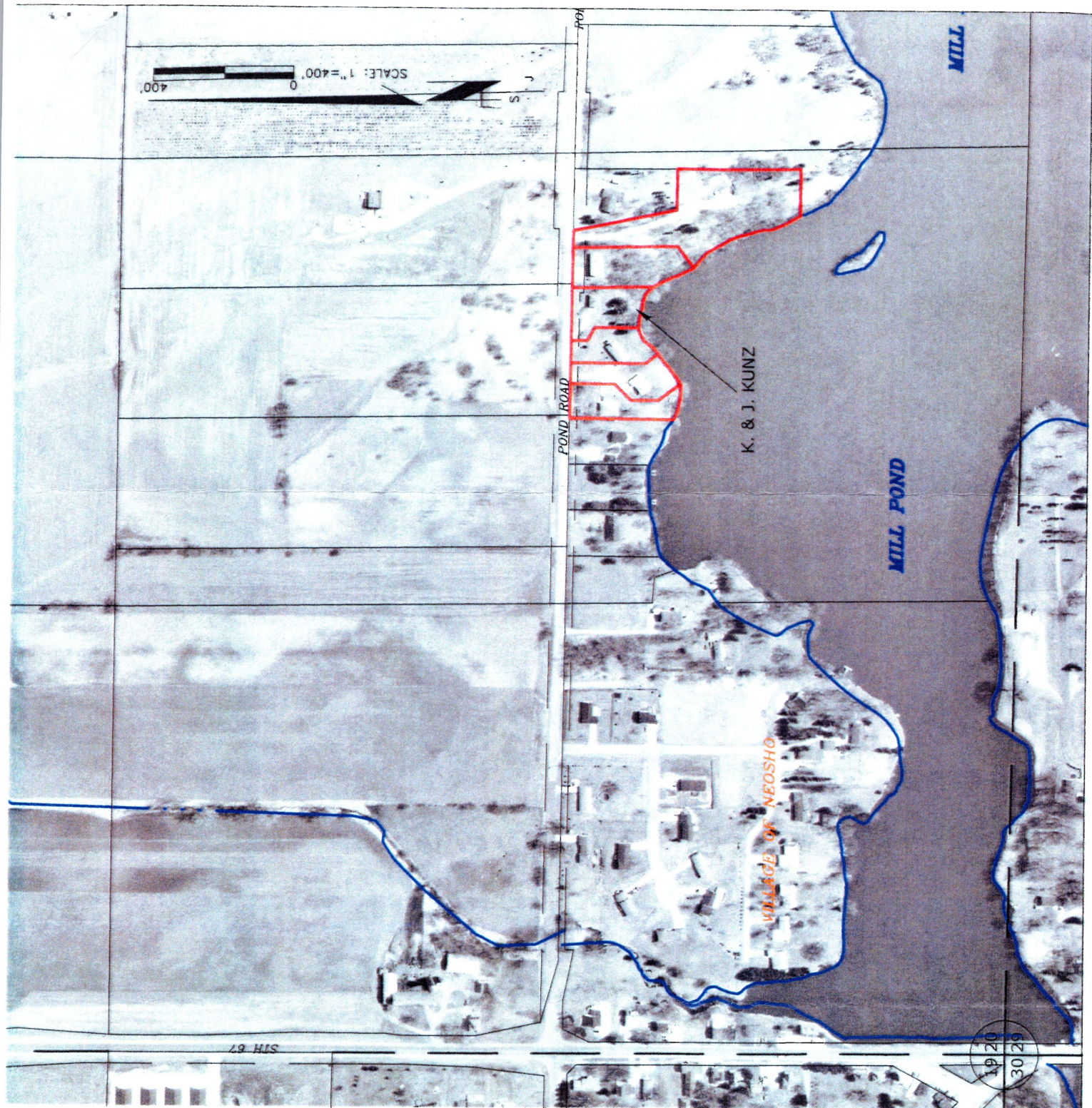
I further certify that this map is a correct representation of all of the exterior boundaries of the land surveyed and the division of that land; that I have complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Dodge County Subdivision Control Ordinance in surveying and mapping the same.

Approved by the Town of Rubicon this \_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
Chairman

Project No. 96-0001  
Sheet 2 of 2 Sheets





Land Division Request 2000 - 10/10

General Engineering Company  
P.O. Box 340  
916 Silver Lake Drive  
Portage, WI 53901



608-742-2169 (Office)  
608-742-2592 (Fax)  
[gec@generalengineering.net](mailto:gec@generalengineering.net)  
[www.generalengineering.net](http://www.generalengineering.net)

*Engineers • Consultants • Inspectors*

September 5, 2019

Village of Neosho  
Attn: Deanna Boldrey  
P.O. Box 178  
Neosho, WI 53059

RE: Notice of Building Inspection Fee Adjustment & Agreement Update

The purpose of this letter is to notify your municipality that, effective January 1, 2020, we are implementing a new fee schedule for building inspection services as noted on the enclosed updated fee schedule. Please be aware, this fee schedule only states the base fees that GEC will be charging. If your municipality adds a percentage over our base fees to be retained by the municipality, those specific fee schedules will be sent to you prior to the January 2020 start date.

In addition, we are taking this opportunity to update our agreements for building inspection services for all of our municipalities. There are a few changes that have been made to our agreement. So, please take the time to read through this agreement carefully.

We hope this early notification will give you ample time to bring these new fees as well as the agreement for services before your municipal board for review. We will be sending out reminder notices in November to any municipality that has yet to return their signed agreement for services.

Thank you for your continued relationship with General Engineering Company in the area of Building Inspection Services. If you have any questions regarding either the updated fee schedule or the agreement, please do not hesitate to contact me.

Sincerely,

**GENERAL ENGINEERING COMPANY**

A handwritten signature in black ink that reads "Mark Jankowski". The signature is fluid and cursive, with the first name "Mark" and last name "Jankowski" clearly legible.

Mark E. Jankowski  
Director of Inspection Services  
(608) 697-7777  
[mjankowski@generalengineering.net](mailto:mjankowski@generalengineering.net)

MEJ/bkf

Enclosures

Portage

Black River Falls

La Crosse

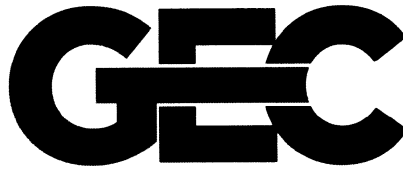


Consulting Engineering • Structural Engineering • Building Design • Environmental Services • Building Inspection • GIS Services  
Grants & Funding Services • Land Surveying • Zoning Administration • Mechanical, Electrical, & Plumbing Services





General Engineering Company  
P.O. Box 340  
916 Silver Lake Drive  
Portage, WI 53901



608-742-2169 (Office)  
608-742-2592 (Fax)  
gec@generalengineering.net  
www.generalengineering.net

*Engineers • Consultants • Inspectors*

**AGREEMENT FOR MUNICIPAL PLAN EXAMINATION AND INSPECTION SERVICES**

This Agreement for Municipal Plan Examination and Inspection Services ("**Agreement**") is made as of \_\_\_\_\_, \_\_\_\_\_, by and between the Municipality and the Inspector.

**ARTICLE 1 – FUNDAMENTAL TERMS**

- 1.1 "**Municipality**" shall mean Village of Neosho, Dodge County, Wisconsin and its agents, employees, and authorized representatives.
- 1.2 "**Inspector**" shall mean General Engineering Company and its agents, employees, and authorized representatives.
- 1.3 "**Work**" shall mean, collectively, the following services to be performed by the Inspector with respect to (**CHECK ONE**:  residential,  residential and, to the extent of the Municipality's certification by the Wisconsin Department of Safety and Professional Services ("**DSPS**"), commercial) building projects within the Municipality's jurisdictional boundaries (each, a "**Building Project**"): (i) examine and process building plans as required by the applicable codes; (ii) process building permits; (iii) coordinate, perform and complete required inspections for permitted building construction; (iv) bill the Municipality the proper fees from permit applicants; (v) prepare and submit monthly permit activity reports; and (vi) complete and submit a year-end report to the Municipality after the end of each calendar year.
- 1.4 **Scope.** The Inspector shall perform the Work for the Municipality pursuant to and in accordance with the terms and conditions of this Agreement.
- 1.5 **Compensation.** The Municipality shall compensate the Inspector for the Work on the basis of the fee schedule attached hereto as **Exhibit A**. The Municipality acknowledges and agrees that the Inspector has the right to review and amend its fees as set forth in Exhibit A at the Commencement of each Renewal Term (as defined below), provided, however, that any change in the Inspector's fees as set forth in Exhibit A shall not be effective until thirty (30) days after written notice of the change is delivered to the Municipality by the Inspector. The Inspector shall invoice the Municipality monthly for the Work (or other services) performed. The Municipality shall pay the Inspector within 30 days of receipt of each invoice from the Inspector.

This Agreement is subject to the terms and conditions as shown on pages 2 and 3 hereof. The Municipality and the Inspector have signed this Agreement as of the date first written above.

**Village of Neosho**

**General Engineering Company**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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Consulting Engineering • Structural Engineering • Building Design • Environmental Services • Building Inspection • GIS Services  
Grants & Funding Services • Land Surveying • Zoning Administration • Mechanical, Electrical, & Plumbing Services



## **ARTICLE 2 – PERFORMANCE STANDARDS**

The Inspector shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services with respect to the category of services being performed. The Municipality acknowledges and agrees that: (i) plan examinations to be provided as part of the Work shall be solely based on the statements, representations, and information in the application, plans and other required and related submissions, including, but not limited to, statements, information and representations as to the location, measurement and/or identification of boundary lines, easements, and elevations; and (ii) inspections to be provided as part of the Work: (a) shall be based only upon visible, observable, and accessible conditions as they exist at the time of inspection; (b) are not designed or intended to predict future conditions; and (c) do not cover any latent defects, concealed defects, or defects not reasonably observable in the course of or at the time of inspection.

## **ARTICLE 3 – TERM AND TERMINATION**

**3.1 Initial Term and Renewal.** This Agreement shall become effective on January 1, 2020 (the “**Effective Date**”) and shall, unless earlier terminated pursuant to Section 3.2, remain in full force and effect until December 31, 2020 (the “**Initial Term**”). The Inspector shall begin performing the Work pursuant to this Agreement upon the Effective Date. Unless earlier terminated pursuant to Section 3.2, this Agreement shall automatically renew for successive twelve (12) month periods (each a “**Renewal Term**”) unless either party gives written notice of nonrenewal at least ninety (90) days prior to the end of the then-current term (a “**Nonrenewal Notice**”), in which case the Agreement shall terminate at the end of the then-current term.

**3.2 Termination.** Either party may terminate this Agreement for any reason or no reason upon 60 days advance written notice to the other party (a “**Termination Notice**”), which notice shall set forth the date of termination of this Agreement (the “**Termination Date**”). The Inspector may terminate this Agreement immediately and without notice if the Municipality fails to make payment of an invoice from the Inspector within 30 days of the date of such invoice. Under all circumstances, the Municipality shall remain liable to the Inspector for compensation for all Work (or other services) performed by the Inspector prior to the termination of this Agreement. If this Agreement is terminated pursuant to a Termination Notice or Nonrenewal Notice and the Inspector has collected Inspection Fees for Work (or other services) to be performed by the Inspector, the Inspector shall: (i) retain all the Inspection Fees the Inspector has collected for every Building Project with respect to which the Inspector has performed or commenced any inspection prior to the Termination Date or the end of the then present contract term; and (ii) deliver to the Municipality the Inspection Fees the Inspector has collected for every Building Project with respect to which the Inspector has not performed or commenced any inspection prior to the Termination Date or the end of the then present contract term. Upon the termination of this Agreement under this Section 3.2 or nonrenewal pursuant to a Nonrenewal Notice, the Inspector shall have no further responsibilities with respect to any ongoing Building Project.

## **ARTICLE 4 – ADDITIONAL SERVICES**

Notwithstanding anything in Section 1.3 to the contrary, the Work shall be limited to building plan examinations and inspections necessary to administer and enforce chs. SPS 320 to 325, Uniform Dwelling Code, and chs. SPS 361 to 366, Commercial Building Code and shall not include any ancillary or related services, including, but not limited to, zoning, planning, floodplain zoning, or shoreland zoning administration. In the event the Inspector provides services beyond those set forth in Section 1.3 at the direction of the Municipality, then the Municipality shall pay the Inspector for all such services based on the Inspector's then current hourly rates as set forth in the Inspector's rate schedule, which present rate schedule is shown below in Article 11, plus expenses.

## **ARTICLE 5 – INSURANCE**

The Inspector shall maintain: (i) commercial general liability insurance in the minimum amount of \$1,000,000.00; (ii) a professional liability policy of \$2,000,000.00; and (iii) workers' compensation insurance covering all employees or agents of the Inspector assisting or participating in any way in the rendering of Work under this Agreement and in an amount not less than that required under Wisconsin law.

## **ARTICLE 6 – RELATIONSHIP OF THE PARTIES**

**6.1 General.** It is understood, agreed, and is the intent of the parties that the Inspector is at all times acting and performing as an independent contractor, not as a servant or employee of the Municipality, and the Inspector shall not hold itself out as such. The Inspector is solely responsible for the Inspector's employee benefit, tax withholding, employment taxes and workers' compensation insurance, and for complying with all other applicable laws, rules and regulations with regard to the Inspector's performance of the Work. The Inspector shall be solely liable for all Federal and State tax liability associated with any payments received from the Municipality under the terms of this Agreement. Each party shall furnish all legal, insurance and accounting services as may be reasonably necessary at any time for the services and to meet each party's needs and interests. Nothing in this Agreement shall be deemed to create an employment, partnership, or joint venture relationship between the Municipality and the Inspector or any of the Inspector's employees. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. Both the Municipality and the Inspector expressly acknowledge that the Municipality is not liable for unemployment compensation with regard to any services provided by the Inspector in accordance with the Agreement. The Inspector shall not receive from the Municipality any retirement or savings benefits, health insurance, or any other benefit offered to the Municipality's employees. Notwithstanding the foregoing or any other provision of this Article 6, the Inspector shall be the Municipality's "agent" as that term is specifically utilized and defined by the court in *Estate of Lyons v. CNA Ins.*, 207 Wis. 2d 446, 558 N.W.2d 658 (Ct. App. 1996) and as further explained in *Melchert et al. v. Pro Electric Contractors et al.*, 2017 WI 30, for purposes of governmental contractor immunity.

**6.2 Licensing.** The Inspector is responsible for, and shall keep in full force and effect, any necessary federal and/or state licensing and bonding, and shall comply with all federal and state law regarding any services to be provided pursuant to this Agreement. The Municipality warrants and represents that it is certified by SPS to perform building plan examinations and building inspection services pursuant to SPS 361.60, Wis. Admin. Code.

**6.3 Facilities and Equipment.** The Inspector shall maintain a separate business from the Municipality with its own office, equipment, materials, and other such facilities. The Inspector shall be responsible for providing all code books, technical manuals and inspection equipment, incurring the cost of all necessary professional organization dues and costs of on-going training and re-certification, and a properly registered and insured vehicle for use while performing services, including the costs of maintenance and fuel.

**6.4 Means of Performing Work.** The Inspector shall control the means of providing services under this Agreement, and the Municipality will not control the details of the Work. The Municipality shall have no control or supervision over the Inspector, other than accepting or rejecting the Work. Inspector is not required to work any set number of hours per week, any schedule or any routine. The Municipality has no right to compel the Inspector to work at a certain time, to travel to any particular location, to canvass a certain territory, or to work at specific places or at specific times. Any and all agreed upon office hours between the Municipality and the Inspector are subject to change depending on the

availability of the Inspector. In addition, the Inspector has a right to alter any agreed upon office hours during times of the year when permit applications have decreased. In addition, the Municipality cannot compel the Inspector to enter into any structure that the Inspector deems unsafe or which may cause said Inspector bodily harm until said building is deemed to be safe for entry.

- 6.5 Municipality's Property.** The Inspector has no right to, and shall not, use the Municipality's name, symbol, or logo in the promotion of the Inspector's business or other activities, unless preapproved in writing by Municipality.

#### **ARTICLE 7 – DOCUMENTS AND RECORDS**

**7.1 Municipality's Obligations.** The Municipality shall timely provide all data, information, plans, specifications, records and other documentation required by Inspector to perform the Work. Notwithstanding anything to the contrary in this Agreement, the Municipality acknowledges and agrees that the Inspector shall be entitled to rely upon the adequacy, accuracy and completeness of any and all data, information, plans, specifications, records and other documentation that the Municipality provides to the Inspector relative to the Work.

**7.2 Inspector's Obligations.** The Inspector shall maintain copies of all data, information, plans, specifications, records and other documentation utilized or created on behalf of the Municipality in the performance of the Work for a period of time not less than 7 years from the date of creation or last utilization thereof. All original data, information, plans, specifications, records and other documentation relating to the Work performed shall be housed at the offices of the Municipality. The Inspector shall assist the Municipality in answering or responding to requests for open records but shall not be considered the records custodian for purposes of determining whether or not records should be provided in response to a request.

#### **ARTICLE 8 – THIRD PARTY RELIANCE**

This Agreement is intended for the mutual benefit of the parties hereto and no third party rights are intended or implied except with respect to permit applicants and, if a permit applicant is not the owner(s) of the real property to be improved pursuant to the applied for permit, the owner of the real property to be improved pursuant to the applied for permit (collectively, the "**Third Parties**"). The parties acknowledge and agree that: (i) the approval or conditional approval of a building plan shall not be construed as an assumption of any responsibility on the part of the Municipality or Inspector for the design or construction of the permitted improvement; (ii) the issuance of a building permit creates no legal liability, express or implied, on the Municipality or Inspector; (iii) the Third Parties are responsible for complying with all applicable codes, statutes, ordinances relative to the permitted improvements and the conditions of the building plan approval or building permit; (iv) no examination or inspection made by Inspector at any time relieves the Third Parties of responsibility for complying with all applicable codes, statutes, ordinances relative to the permitted improvements or the conditions of the building plan approval and/or permit; (v) Inspector is released and discharged from any and all liability, claims, demands or causes of action that the Third Parties may hereafter have for injury, death or other damages arising out of or related to the permitted improvements, including, but not limited to, negligence claims, warranty claims and/or breach of contract claims; and (vi) the approvals, inspections, permits, reports and findings issued after the examinations, reviews or inspections are not intended as, nor are they to be construed as, a guarantee. In furtherance of the foregoing, the following disclaimer shall be included on all reviews or inspections: *The review of applications and/or the findings of inspection contained herein are intended to report conditions of noncompliance with applicable codes, statutes, and ordinances relative to the permitted improvements that are readily apparent at the time of review or inspection. The review or inspection does not involve a detailed examination of the property lines or surveys, mechanical systems or the closed structural and nonstructural elements of the building and premises. No warranty of the operation, use or durability of equipment, materials, products, or improvements is expressed or implied.*

#### **ARTICLE 9 – NOTICES**

All notices, demands, and communications provided for under this Agreement shall be delivered or mailed first class with postage prepaid, addressed in each case as follows, until some other address shall have been designated in a written notice given in like manner, and shall be deemed to have been given or made when so delivered or mailed: (i) if to the Inspector, General Engineering Company, c/o Brad Boettcher, PO Box 340, 916 Silver Lake Drive, Portage, WI 53901; and (ii) if to the Municipality, Village of Neosho, c/o Deanna Boldrey, P.O. Box 178, Neosho, WI, 53059.

#### **ARTICLE 10 – MISCELLANEOUS**

- 10.1 Integration and Amendment.** This Agreement may be amended, modified, or superseded only by a written instrument executed by all of the parties to this Agreement. This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.
- 10.2 Waiver.** The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later time to enforce that provision. No waiver by any party of any breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or a waiver of any other term contained in this Agreement.
- 10.3 Severability.** If any covenant, term or provision of this Agreement is held to be invalid or unenforceable for any reason, it is agreed that such invalidity or unenforceability shall not affect any other covenant, term or provision of this Agreement, and that the remaining covenants, terms, and provisions, or portions thereof, shall remain in full force and effect.
- 10.4 Counterparts and Copies.** This Agreement may be fully executed in separate counterparts by each of the parties hereto, such counterparts when combined constituting but one and the same instrument. Such counterparts may be exchanged electronically via e-mail or facsimile transmission, which shall be deemed an original. A copy of this Agreement shall have the same full force and effect as the original.
- 10.5 Successors and Assigns.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and allowed assigns.
- 10.6 Jurisdiction and Governing Law.** All actions or proceedings in any manner relating to or arising out of this Agreement may be brought only in courts of the State of Wisconsin located in Columbia County, and the Municipality hereby consents to the jurisdiction of such court. The Municipality hereby waives any objection to the venue of such court. This Agreement shall be governed by the laws (excluding conflicts of laws rules) of the State of Wisconsin. To the extent of any conflict between the terms of this Agreement and the Municipality's codes or ordinances, this Agreement shall control.

**ARTICLE 11 – CURRENT HOURLY RATES**

Hourly rates for Additional Services are as follows:

Expert Witness	\$300/hr	Registered Land Surveyor	\$100/hr
Principal	\$130/hr - \$155/hr	Field Crew Chief (1 person Total Station)	\$72.50/hr
Project Engineer or Project Manager	\$90/hr - \$115/hr	Field Crew Chief (1 person GPS)	\$145/hr
Staff Engineer	\$85 - \$105/hr	Land Survey Crew	\$145/hr
Technician	\$60 - \$90/hr	Grant & Funding Staff	\$55 - \$75/hr
GIS Staff	\$60 - \$80/hr	Administration and Support Staff	\$45/hr
Zoning Administration	\$140/hr		

Miscellaneous Services Requested by the Municipality

- |   |                                       |
|---|---------------------------------------|
| 1. Property Maintenance                                       | \$85.00 / hour + Mileage/Expenses     |
| 2. Grant Inspections  | This List is Not All Inclusive. Any   |
| 3. Building Code Review                                       | service requested by the Municipality |
| 4. Habitability Issues  | outside of the normal permitted       |
| 5. Liquor License Inspections                                 | inspections will incur the hourly     |
| 6. Inspections or Follow-Up Issues for Administrative Permits | charge plus expenses.                 |

Meeting Attendance per Request by Municipality

- |                               |                                    |
|-------------------------------|------------------------------------|
| 1. Field Inspector            | \$85.00 / hour + Mileage/Expenses  |
| 2. Inspection Department Head | \$125.00 / hour + Mileage/Expenses |
| 3. Engineering Staff          | \$130.00 / hour + Mileage/Expenses |

**GENERAL ENGINEERING COMPANY  
BUILDING INSPECTION FEE SCHEDULE  
EXHIBIT A**

**BUILDING PERMITS**

**NEW FEES 2020**

1) Residential Early Start	\$150.00
2) New Residential (includes garage, decks & basements) (mechanicals included)	\$0.25 per sq. ft. (Min. Fee \$700.00)
3) Manufactured & HUD Dwellings (plus mechanical costs, if needed)	\$350.00 plus \$0.25 per sq. ft. for basements, attached garage and decks
4) Camping Units	\$250.00 (Includes State Insignia) + Mechanical Costs
5) State Seal	\$35.00
6) Residential Additions	\$0.25 per sq. ft. (Min. Fee \$175.00) + Mechanical Costs
7) Residential Remodels & Alterations	\$0.25 per sq. ft. (Min. Fee \$116.00) + Mechanical Costs
8) Residential Electrical (Including Service Upgrade)	\$125.00
9) Residential Plumbing	\$95.00
10) Residential HVAC	\$95.00
11) In Ground Pools	\$250.00
12) Detached Garage or Sheds/Accessory Buildings (> 100 sq. ft.)	\$0.15 per sq. ft. (Min. Fee \$150.00) + Mechanical Costs
13) Sheds/Accessory Buildings (<100 sq. ft.)	\$50.00 + Mechanical Costs
14) Fences	\$75.00
15) Decks	\$0.58 per sq. ft. (Min. Fee \$116.00)
16) New One & Two Family Erosion Control	\$95.00
17) Residential Additions Erosion Control	\$60.00
18) Raze/Demo	\$60.00
19) Preliminary Inspection for Relocation of Structure	\$290.00
20) Windows and/or Doors – Same Size Replacement (Where Applicable)	\$50.00
21) Commercial Early Start	\$175.00
22) Commercial New Construction & Additions: Multi-Family (3 family or more), Restaurants, Motels, Offices, CBRF, Taverns, Mercantile, Assembly Halls, Manufacturing and Industrial, Schools, Hospitals, Institutional, and Vehicle Repair and Storage, etc.	Construction \$0.15 per sq. ft. (Min. Fee \$150.00) Electrical \$0.06 per sq. ft. Plumbing \$0.06 per sq. ft. HVAC \$0.05 per sq. ft.
23) Minimum Commercial Plumbing or Minimum Commercial HVAC Fee	\$100.00
24) Minimum Commercial Electrical Fee	\$160.00
25) Commercial Remodel	\$0.10 per sq. ft. (Min. Fee \$150.00) + Mechanical Costs
26) Commercial New Construction, Additions or Remodel for Storage Buildings or Shell Buildings	\$0.09 per sq. ft. (Min. Fee \$150.00) + Mechanical Costs
27) Commercial Erosion Control	\$175.00 for the first acre & \$60.00 per acre thereafter
28) Signs	\$50.00
29) Re-Inspection for Corrective Actions Ordered	\$85.00 Each Additional Inspection

**All work started without first obtaining a building permit will be subject to double the inspection fees**

**Portage**

**Black River Falls**

**La Crosse**



Consulting Engineering • Structural Engineering • Building Design • Environmental Services • Building Inspection • GIS Services  
Grants & Funding Services • Land Surveying • Zoning Administration • Mechanical, Electrical, & Plumbing Services



<b>BUILDING INSPECTION FEE SCHEDULE</b>		
<b>Village of Neosho</b>		
<b>BUILDING PERMITS</b>	<b>FEES</b>	
1) Residential Early Start	\$72.60	
2) New Residential (includes garage, decks & basements) (mechanicals included)	\$0.25 per sq. ft. min. \$726.00	
3) Manufactured & HUD Dwellings	\$363.00 plus \$0.25 per sq. ft. for attached garage and decks	
4) State seal (at state cost plus \$2 administrative fee)	\$35.00	
5) Residential Additions	\$0.25 per sq. ft. Min. \$181.50	
6) Residential Remodels & Alterations	\$0.25 per sq. ft. Min. \$121.00	
7) Electrical only (Including Service Upgrade)	\$108.90	
8) Plumbing only	\$96.80	
9) HVAC only	\$96.80	
10) In Ground Pools (where applicable)	\$211.75	
11) Detached Garage	\$96.80	
12) Decks	\$0.61 per sq. ft. Min. \$121.00	
13) New One & Two Family Erosion Control	\$96.80	
14) Residential Additions Erosion Control	\$60.50	
15) Raze/Demo	\$60.50	
16) Preliminary Inspection for Relocation of Structure	\$302.50	
17) Commercial Early Start	\$181.50	
18) Commercial New Construction & Additions , Multi-Family (3 family or more), Restaurants, Motels, Offices, CBRF, Taverns, Mercantile, Assembly Halls, Manufacturing and Industrial, Schools, Hospitals, Institutional, and Vehicle Repair and Storage, etc.	Construction	\$0.14 per sq. ft min. fee \$90.75
	Electrical	\$0.06 per sq. ft.
	Plumbing	\$0.06 per sq. ft.
	HVAC	\$0.05 per sq. ft.
19) Minimum Commercial Plumbing & HVAC Fee	\$96.80	
20) Minimum Commercial Electrical Fee	\$145.20	
21) Commercial Remodel (mechanicals as needed)	\$0.10 per sq. ft. min. fee \$96.80	
22) Commercial New Construction-Additions-Remodel for Storage Buildings or Shell Buildings (mechanicals as needed)	\$0.09 per sq. ft. min. fee \$96.80	
23) Commercial Erosion Control	\$181.50 for the first acre & \$60.50 per acre thereafter	
24) Administrative Permits: Sheds, Fences, Signs (Where Applicable)	\$42.35	
25) OTHER 1. Grant Inspections 2. Building Code Review 3. Habitability Issues 4. Re-Inspection for Corrective Actions Ordered 5. Property Maintenance 6. Liquor License Inspections 7. Inspections for Administrative Permits	\$85.00 / hour	
<i>No permits required for roofs, siding or same size replacements of windows and doors.</i>		

# ORDINANCE 1003-01-2019

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## AN ORDINANCE AMENDING PARKING RESTRICTIONS 10-1-06, NIGHT PARKING REGULATIONS, (f) IN THE VILLAGE OF NEOSHO MUNICIPAL CODE

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The Village Board of the Village of Neosho, Dodge County, Wisconsin, does ordain as follows:

### **SECTION I: (f) Night Parking Regulations:**

(f) Night Parking Regulations: Parking is Prohibited between the hours of 12:00 A.M. and 6:00 A.M., from December 1 to April 1 on all streets in the Village.

### **SECTION II: PENALTY.**

Any person who shall violate any provision of this chapter may be subject to a penalty as provided in Sec. 1-1-6 of this code.

**SECTION III:** This ordinance shall be effective upon its passage and publication.

\_\_\_\_\_  
Steven Gonzales, Village President

ATTEST:

Attest : \_\_\_\_\_  
Deanna Braunschweig, Village Clerk-Treasurer

# ORDINANCE 1003-02-2019

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## AN ORDINANCE AMENDING PARKING RESTRICTIONS 10-1-06, PARKING DURING SNOW EMERGENCIES, (m) EMERGENCY DECLARATIONS, (1) IN THE VILLAGE OF NEOSHO MUNICIPAL CODE

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The Village Board of the Village of Neosho, Dodge County, Wisconsin, does ordain as follows:

**SECTION I: (m) Parking During Snow Emergencies:**

(1) **Emergency Declarations.** In times of emergency due to snow or ice, the Village President or, in his absence, a designee shall declare a snow emergency. Such declaration shall be made by causing the announcement thereof to be made via social media, website, radio station, or any other viable means. Such snow emergencies shall be in effect until declared ended by the Village President or designee.

**SECTION II: PENALTY.**

Any person who shall violate any provision of this chapter may be subject to a penalty as provided in Sec. 1-1-6 of this code.

**SECTION III:** This ordinance shall be effective upon its passage and publication.

\_\_\_\_\_  
Steven Gonzales, Village President

ATTEST:

Attest : \_\_\_\_\_  
Deanna Braunschweig, Village Clerk-Treasurer



## ORDINANCE 0905-02-2019

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### AN ORDINANCE AMENDING PARKING RESTRICTIONS 10-1-06, PARKING RESTRICTIONS, IN THE VILLAGE OF NEOSHO MUNICIPAL CODE

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The Village Board of the Village of Neosho, Dodge County, Wisconsin, does ordain as follows:

**SECTION I: (c) Parking Prohibited at all Times:**

Addition of:

(3) On Woodlawn Street – No Parking on East Side of Woodlawn Street, North of Milwaukee Street.

**SECTION II: PENALTY.**

Any person who shall violate any provision of this chapter may be subject to a penalty as provided in Sec. 1-1-6 of this code.

**SECTION III:** This ordinance shall be effective upon its passage and publication.

\_\_\_\_\_  
Steven Gonzales, Village President

ATTEST:

Attest : \_\_\_\_\_  
Deanna Braunschweig, Village Clerk-Treasurer