NOTICE IS HEREBY GIVEN that the monthly meeting of the Village Board of the Village of Neosho shall be held on **THURSDAY**, March 7, 6:30 p.m. at the Neosho Village Hall, 210 S. Schuyler Street, Neosho WI.

The village hall is handicapped accessible.

REVISED AGENDA

- Call to Order/ Pledge of Allegiance to the Flag.
- Roll Call.
- Adoption of minutes of February 1 and February 27. Minutes are posted on the Village Website in the March 7 Packet.
- Public Comment. Any person recognized to speak under Public Comments limited to a period of 3
 minutes, unless otherwise authorized by the Village President or presiding officer.
 Please complete the public comment card.
- President Report.
- Approval of Financial Report with Comparisons and Payment of Bills.
- Fire & EMS Report.
 - Statistical Report with Incidents including Training Exercises.
 - Status of Equipment.
- Police Dept. Report.
- Cemetery Sexton Report.
- Property Maintenance / Weed Commission Village Board Report.
 - 124 E Lehman Street.
 - 234 Milwaukee Street.
 - 412 S Schuyler Street
- Clerk-Treasurer's Report.
 - 2024 Election Report.
 - Agricultural Road Improvement Program.
 - Hwy 67, Schuyler Street State Repavement Project 2030
 - · Memorials.
 - Open Book and Board of Review. Open Book, April 24 from 9 11 am and Board of Review May 20 from 6-8 pm.
 - Board of Review Trainer.
 - Special Meeting for March 12 with Town of Rubicon.
 - Maintenance of Effort Reporting.
 - Innovation Grant.

DPW Report - Activity Report, including equipment update.

- Park Rentals.
- Approve Operator's Licenses for the following: Corey Schrader, Brittany Kullas-Station Neosho.

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Discuss and/or ACT on the Following:

- Discussion with Possible Action, Brian Butch Memorial.
- Discussion with possible action, approval of Alex Braunschweig, Assistant Chief; with swearing in.
- Discussion with possible action Dodge County EMS Association Mutual Aid Pact.
- Discussion with possible action of the Village reimbursing the Fire Department for equipment purchase of October 2023, in an amount not to exceed, 32,000; 2013 Ford E450, 2009 Fore E450; and Motorola Pagers.
- Discussion with possible action on Fire Service, Inc. quote for repair of Fire Department Equipment in an amount not to exceed, \$38,965.35.
- Discussion with possible action bid for mowing Village Property.
- Discussion with possible action, Building Permit Fees.
- Discussion with possible action Certified Survey Map Split of tax key, Parcel 161-1017-2033-024.
- Discussion with possible action of weight limits on roads in the Village.
- Discussion with possible action on Surface Drainage Structures Questionnaire.
- Review and Discussion of Property Maintenance Ordinance with possible updates.
- Neosho Pond Dam Status Update.

Adjournment.

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. It is possible that members of or a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any other governmental body except by the governing body noticed above.

Prior to the meeting Dr. Anthony Brazouski, District Administrator/Elementary Principal. Presented information of the HNR School District capital referendum, April 2, 2024, ballot. Several area residents were in attendance to hear the presentation.

MEETING OF THE VILLAGE BOARD OF NEOSHO

February 1, 2024

President Oldenhoff called the regular meeting of the Village Board of the Village of Neosho to order at 6:40 p.m. Present were President Oldenhoff, Rodriguez, Weynand, and Desmore.

Adoption of the January 4, minutes.

Motion (Rodriguez/Weynand) to approve the minutes. Motion Carried unanimously.

Public Appearance and Comments.

Suzanne Derge commented against the moving the HNR School. She commented on the property values and taxes. There is a committee for Saving the School with Referendum Information.

Mark Mente commented to have the cross-walks repainted across the highway and questioned storm sewer maintenance.

Martin Reynolds questioned the sale of the HNR School.

Tr. Weynand commented on public facilities for Emergency Long-Term Electric outage.

President Report.

President Oldenhoff reported an apology for the snowplowing issues. The issues have been addressed. Brian Butch Lastovich will be missed. His seat will be open until the election.

Approval of Financial Report with Comparisons and Payment of Bills.

Motion (Weynand/Rodriguz) to approve the financial report with bills. Motion carried unanimously.

Fire & EMS Report

President Oldenhoff read the Fire Report.

Police Department Report.

The Police Statistics Report was read by Officer Johnson.

Channel 6 will be here on Monday about an issue in Ashippun.

Trees are being cut down and left in the middle of the roads.

Cemetery Sexton Report.

Trustee Desmore reported no report.

Property Maintenance / Weed Commission Village Board Report.

124 E Lehman Street, is in REM and Bankruptcy.

234 Milwaukee Street, No Change. No Report.

412 S Schuyler Street, No Change, No Report.

Clerk - Treasurer Report.

Tax Collections. Tax Collections ended on Wednesday. The grace period ends on February 7th. Waiting for the February settlements from the County. January checks were sent to the taxing jurisdictions.

2024 Election Report.

The next Election is on April 2nd.

Memorials.

Clerk Braunschweig asked the board to consider, and think of memorials for Butch.

Mark Mente offering to donate trees in the park. Possible Maple trees.

Open Book and Board of Review.

The assessor is requesting Open Book, as April 24 from 9 - 11 am and

Board of Review as May 20 from 6-8 pm

DPW Report.

Discussion ensued of the curb painting.

Park Rentals.

Snowmobile Races were scheduled for February 10^{th} . They are looking to reschedule for March 2^{nd} .

There is one rental on June 29. Probably June 1 for Carpfest.

Approve Operator's Licenses for the following:

None.

Discussion with possible action, approval of Alex Braunschweig, Assistant Chief; with swearing in.

Post-Poned to a future meeting.

Report on Recent Snow Plowing, possible action.

President Oldenhoff reported an apology for the snowplowing issues. The issues have been addressed.

President Oldenhoff cleared the Village owned sidewalks.

Wes Braunschweig commented he would clear the sidewalks.

Donny Kling commented that the snowblower was used recently.

Discussion ensued to get no parking signs from Brian Butch Lastovich's sister.

Dam update and Discussion with possible action of dam emergency action plan and dam failure analysis. Dam status update discussion.

Discussion ensued of substantial portion of modeling calculations for the dam failure analysis. A resolution is required for the submittal of the grant. Desmore will be the authorized representative.

Possible February 15th.

Discussion with possible action of requesting a meeting with Town of Rubicon for discussion of a Dam special charge, fire special charge, and addition intergovernmental sharing for future budgets.

Clerk will contact the Town of Rubicon to be added to the Rubicon agenda.

The meetings on Tuesdays.

Discussion with possible action bid for moving Village Property.

Postpone for March.

Discussion with Possible Action, removal of Sidewalk to 447 S Schuyler Street.

The property owner wants to remove 31 feet of sidewalk.

Motion (Desmore/Rodriguez) to approve the property owner to remove the sidewalk at the expense of the property owner and plant and grade the property. Property owner is responsible for diggers hotline. In the future if a sidewalk is installed it is the property owners responsibility to install the sidewalk.

Motion (Oldenhoff/Desmore) withdrawn. Motion carried.

Discussion of Firearm Ordinance Attorney fees for Firearm Ordinance.

The total invoice was for \$3,600; the request is to reduce to \$1,800. Motion (Rodriguez/Weynand) to reduce to \$1,800. Motion carried unanimously.

Woodlawn Park Reservation Form that is on the website will be updated.

Set Board of Review and Open Book Dates.

Ridge and Valley Cruisers, Snowmobile Races, will be on March 2^{nd.}

Motion to adjourn (Rodriguez/Desmore) 8:00 p.m. Motion carried.

Respectfully Submitted, Deanna Braunschweig, Clerk-Treasurer President Oldenhoff called the special meeting of the Village Board of the Village of Neosho to order at 5:00 p.m. Present were President Oldenhoff, Weynand, and Desmore. Rodriguez was excused. Martin Reynolds was present.

Discussion with possible action Resolution 02-27-2024-01, Authorizing Resolution for Participation in the Department of Natural Resources Municipal Dam Grant Program, naming Dam Committee Chairperson and Trustee, Elizabeth Desmore as authorized Representative and Submittal of Dam Grant Application with cost estimates.

Documentation of the dam grant application was received this afternoon. The Village Board reviewed the application and costs.

Discussion ensued to name Robert Roth of Roth Professional Solutions to submit the application on behalf of the Village.

Discussion ensued as to the emergency of the repair; according to the documentation received this is maintenance repair. The critical item is to minimize and reduce the vibration. The emergency action plan is complete and filed.

Discussion ensued of other communities that have removed their dams.

Motion (Oldenhoff/Weynand) to approve Resolution 02-27-2024-01, Authorizing Resolution for Participation in the Department of Natural Resources Municipal Dam Grant Program, Submittal of Dam Grant Application with cost estimates. Motion carried.

Motion to adjourn (Desmore/Oldenhoff) 5:53 p.m. Motion carried.

Respectfully Submitted, Deanna Braunschweig, Clerk-Treasurer

Membership

- **26 Active Members**
- **8 Associate Members**

Trainings

Monthly Drill- INH Drill, Ice Rescue training

Saturday Drill- Vehicle checks, Ice Rescue demo

Schooling

Two members are enrolled in EMT Basic

Fire Calls

- 2-06, Fire Request, Brush Fire
- 2-10, Fire Request, Hustisford, Smell of Gas, stand-by/cancelled.
- 2-11, Fire Request, Iron Ridge, Car Fire, stand-by/cancelled.
- 2-12, Rescue Request, Iron Ridge, Bus Accident
- 2-15, Fire Request, Hustisford, Apartment Complex smoke in hall, cancelled enroute.
- 2-18, Rescue Request, Iron Ridge, Car Accident
- 2-24, Rescue Request, Iron Ridge, Car accident, stand-by/cancelled.
- 2-24, Fire Request, Hustisford, House Fire
- 2-29, Fire Request, HONOR School, Fire Alarm

EMS Calls

- 2-06, EMS Request, Rehab
- 2-09, EMS Request, Possible heart attack
- 2-12, EMS Request, Patient took to many pills.

NEOSHO FIRE & RESCUE FEBURARY MONTHLY REPORT

- 2-13, EMS Request, Patient fell and struck head.
- 2-18, EMS Request, Patient fell.
- 2-19, EMS Request, Caller is dizzy.
- 2-29, EMS Request, Rehab

Repairs and Maintenance

Fire Service Inc did a DOT inspection on 3161.

Report is Attached

Sale of 3162

Sale of 3151

Radios reprogrammed from Lake Mills

Lettering Removal/ new decals

Facility

Looking to replace the locks on exterior doors.

2 are not working springs broken.

Getting a quote for Stand-by generator and Service update

New Equipment

None

Misc.

Good Friday Fish Fry March 29th 4:00-11:00

-Tool/Money Raffle drawing April 20th

NEOSHO/RUBICON/ASHIPPUN POLICE DEPARTMENT

210 South Schuyler Street PO Box 208 Neosho, WI 53059 (920) 625-3284 Fax: (920) 625-2716 E-Mail: department@neoshopolice.org

March, 2024 BOARD REPORT

For the month of February our enforcement consisted of traffic warnings, speed citations, ordinance violations and building/bar checks.

In addition, some of the complaints we responded to consisted of:

- (2) Assist agency
- Noise complaints
- Controlled burn
- Drugs
- Gas drive off
- Hit and Run accident
- Neighbor dispute
- Parking complaint

Thank you.

Chief Linzenmeyer

Neosho/Rubicon/Ashippun Police Department

March 7, 2024 Village Board Meeting:

2024 Elections:

April 2nd, Polls will be open 7 am – 8 pm;

In-person absentee voting will be held the week prior to the election.

Training will be held prior to the election.

ARIP Program: Documentation is included in the packet.

2030 Hwy 67 Repayement Project: WisDOT has programmed a project to replace the payement on STH 67, from County Road MM to STH 60. The Village would be responsible for the cost of the payement improvement on the parking lane portion of the highway.

If the Village chooses to not fund a pavement improvement on the parking lanes, the state project will only improve the through travel lanes on the highway.

The project is scheduled for construction in 2030.

This is in the preliminary stages.

Open Book will be held on April 24 from 9 am - 11 am. This gives property owners opportunity to discuss their assessment with the assessor.

Board of Review will be on May 20 from 6-8 pm. This gives property owners opportunity to appeal their property assessment.

Board of Review Trainer, I have been chosen as a board of Review Trainer.

A Special Meeting with the Town of Rubicon has been scheduled March 12 at 6 pm to discuss innovation grants and possible shared services, snow clearing, building inspection. This is in the preliminary stages.

Park Rentals:

June 1: Carpfest pending

June 22: Jessie Boyd pending form and payment

June 29: Nina Secord, Graduation Party

DODGE COUNTY EMS ASSOCIATION MUTUAL AID PACT

This Agreement shall be known as the Dodge County EMS Association Mutual Aid Pact. A mutual aid plan is a prepared and organized method for providing mutual aid in an orderly fashion as defined by DHS 110. DHS 110 defines Mutual Aid Agreement as a written agreement between licensed ambulance service providers whereby each provides emergency medical care in the other's primary service area when the primary ambulance service provider requires additional resources because it has already committed all its resources to other 9-1-1 emergency responses.

This agreement is made and entered into this 31th day of July 2023, by and between the undersigned political subdivisions of government or boards of directors of EMS Services or EMS Agencies by their lawful representatives, pursuant to the authority granted under Wisconsin Statute 66.0301, providing for intergovernmental cooperation.

Whereas, the parties to this agreement desire to provide for an augmentation of the protection of their municipalities and EMS districts in the event of Mass Casualty incidents, emergency conditions, natural disasters, or other situations during which the assistance of mutual aid EMS departments may be needed to manage and/or investigate an incident; and,

Whereas, the communities of the parties to this agreement form a practically continuous area throughout which it is deemed practicable for them to render assistance during an emergency situation, and Whereas, it is the policy of the several municipalities, EMS Departments, and public agencies' governing bodies to develop and institute such agreements, wherever practicable, and

Whereas, it is mutually deemed sound, desirable, practicable, and beneficial for the parties of this agreement to render assistance among them in accordance with these terms, Now, therefore, be it understood and agreed.

ARTICLE I REQUEST FOR AID

When it is deemed advisable by the officer in charge of an EMS Service representing a party to this agreement to request assistance (hereinafter "Requestor") of other EMS Services under this plan (hereinafter "Responder"), it shall be the duty of each respective officer in charge of their EMS Service as follows. EMS is defined under DHS 110 as licensed Emergency Medical Service Provider. Notification of the incident shall be conducted through the 911 Center. If the incident dictates, the Dodge County Emergency Operations Plan can be initiated to assist with operations and logistics. Responder Duties:

- (a) Immediately determine if in his/her opinion; apparatus and personnel can be spared, and if so,
- Send whatever apparatus, equipment, or personnel they feel will meet the stated need of the EMS Service requesting mutual aid in accordance with service provider license level and required equipment under DHS 110.50.
 - (c) Project the length of times such personnel, equipment and the requestor.
- (d) Estimate time when assistance provided will arrive at the location designated by the requestor and convey this to the requestor. Requestor's duties;
- (a) To state specifically what equipment and personnel is needed from the responder for the incident.
 - Provide direction to the scene to lead responding agencies inside the boundaries of the aided (b) community to a staging site.
 - To be responsible for coordinating communications between responder's personnel and (c) requestor's personnel.

Rendering assistance under the terms of this agreement shall not be mandatory except that the Responder shall immediately inform the requester if, for any reason, assistance cannot be rendered. Any EMS agency receiving a request for aid will endeavor in good faith to supply the aid requested if the supplying of such aid is consistent with its community's own EMS safety. Prior to responding in accordance with service provider license level and DHS 110.50, the required equipment will be obtained.

No party to this agreement shall be held responsible for delay or default caused by fires, riots, acts of God and or war, which is beyond the reasonable control of the parties. No liability of any kind or nature may be attributed or be assumed whether expressly or implied by the party, it's duly authorized agents and personnel for failure or refusal to render aid as provided herein or for withdrawal of aid once provided pursuant to the terms provided herein. Furthermore, no liability may be imposed in any manner relating to, or stemming from actions, inactions, projections, estimations, determinations, representations or the like relative to the subparagraphs provided above under "Responders duties" or "Requestor duties."

ARTICLE II ELIGIBILITY

Any EMS Agency which is a member of the Dodge County EMS Association and its municipality shall be eligible to take part in this agreement.

ARTICLE III LIABILITY

Each party shall be responsible for its own liabilities, errors, acts and omissions while rendering aid to the other. This shall include, without limitation by enumeration, activities while on the scene of the incident, travel to and from the scene of the incident, travel to and from a hospital or medical facility in furtherance of patient transport from the scene of the incident, and travel to and from either party's fire station/EMS facility and its members' residences, places of employment or any other such locations. Each party agrees to hold the other harmless, indemnify it and defend it from and against any and all claims stemming from the responsible party's sole negligence, recklessness or willful or wanton acts or omissions.

The parties agree to maintain separate policies of liability insurance which are subject to the limitations set forth by State Statutes, and to provide proof of such insurance to the other upon request at any time during the term, including successive terms, of this agreement. This agreement shall not require that the other party be listed or considered as an "additional insured" on the other's insurance policy.

ARTICLE IV

WORKER'S COMPENSATION AND INSURANCE COVERAGE

If a member of an EMS Service is killed or injured while responding to, returning from, or acting at an emergency under this mutual aid agreement the EMS Service of which they are a member, or the government by which they are employed, shall grant them the same compensation and insurance benefits that it would if the emergency were in their own community. It is understood that when one EMS Agency responds to a request for aid from another EMS Agency by dispatching equipment and/or personnel under this agreement, such aid is not intended to create any employer-employee relationship as between the requesting and the responding EMS Services or their members. Rather it is understood that EMS Agencies respond under this agreement in order to secure for themselves and the citizens of their respective jurisdiction the advantages of mutual aid under the terms of this agreement

ARTICLE V COMMAND

The officer in charge of the EMS Agency requesting assistance shall assume the function of incident commander or Medical Branch Director. If he/she specifically requests an officer of a responding agency to assume command, he/she shall not by relinquishing command, be relieved of the final responsibility for the operation. The requesting party shall assume control over the operations of a mutual aid incident scene however; it shall be each party's responsibility to maintain control of their own equipment, the safety of their own personnel and others at the scene or within the immediate vicinity. The officer in charge of the responding agency shall have the right to withdraw from the incident or emergency site of the requestor, if, in the sole judgment of the officer in charge of the department rendering assistance, personnel, apparatus, or equipment are needed at its own EMS Service area. In such cases, he/she will confer with the local incident commander and advise him/her of the need to leave.

ARTICLE VI RESPONSE TO OTHER JURISDICTION

It is agreed that no party to this agreement shall knowingly respond to an EMS Incident in the primary jurisdiction of another party to the agreement unless dispatched or requested. This shall not

prevent any Agency from responding to check the exact location of an incident if the jurisdiction is not clear upon initial dispatch. In all such cases, the Agency responding shall cause the Agency who may also have initial jurisdiction to be notified or dispatched immediately depending on the incident

ARTICLE VII FINANCE

The parties agree that each shall respond without cost, charge or financial assessment to the other party or the 911 Dispatch Center. Each party shall have the right to directly charge and bill any person, or such person's insurance carrier for EMS services provided at the incident scene or for conveyance to a medical facility, according to that service provider's usual and customary billing practices. No party shall be held liable to the other for damages, loss of equipment, and injury to personnel or payment of compensation arising as a result of assistance rendered under the terms of this agreement. Each party agrees and represents that it has insurance or is self-insured and shall continue to insure/self insure its trucks, apparatus and equipment against loss or damage in an amount deemed adequate by the responding party.

The requester shall assume responsibility for the coordination of welfare items and associated fuel needs by the responding agencies if needed. Incidents of long duration and natural or manmade disasters may require the involvement of the Dodge County Emergency Management to assist with operations.

ARTICLE VIII DEPOSITORY

The chief executive, clerk, or EMS chief of each community participating in this mutual aid plan shall sign the agreement each participating community shall file one executed copy of the agreement with the Dodge County EMS Association. The Dodge County EMS Association will provide each participant with a list of municipalities and EMS Agencies participating in this Mutual Aid Pact

ARTICLE IX COMMENCEMENT AND TERMINATION

An EMS Agency shall be considered to be a participating agency of this pact and will continue for a period of one year after which it will automatically renew for successive one year terms. Termination of participation may be made by a participating agency filing a certified copy of a resolution of the agency terminating the agreement with the EMS Chief of the other member agencies and the EMS association President, whose date of termination shall not be less than sixty (60) days after the date of filing.

ARTICLE X

COMPLIANCE WITH GOVERNMENTAL REGULATIONS

Each party to this agreement agrees to comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this agreement.

ARTICLE XI SEVERABILITY

If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

ARTICLE XII EMERGENCY RESPONDERS

No Emergency responder or department shall be charged for EMS services when they need on scene care or transport from an emergency scene to a medical facility as per MABAS WI.

ARTICLE XIII AMENDMENTS

The terms and conditions of the Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties involved.

ARTICLE XIV NO THIRD PARTY RIGHTS CREATED

Any rights granted under this Agreement are granted solely to the parties of this Agreement. This Agreement is not intended and should not be construed, to create any right in any third party or render the parties to this Agreement obligated or liable to any third party in any respect.

ARTICLE XV EXITING AGREEMENT

This agreement will supersede any and all agreements that were made by the Dodge County EMS Association prior to this agreement. This agreement does not include any intercept agreements between Basic and ALS agreements.

ARTICLE XVI SIGNATURES

The undersigned warrant aid represents that they are duly authorized to bind the agency represented by the undersigned as a party to this Agreement, and that the agency represented by the undersigned is authorized to participate in and carry out the functions required by this Agreement.

All Signatures and a copy of this agreement will be kept with the Secretary /treasure of the Dodge County EMS Association.

Signature of Agency:	Date	_ (City Village/Town Officials)
Name	Title	_
Signature of Agency:	Ma) Date 2/13/2024	(Service Director)
Name Alex Braunschweig	Title Chief EM	
Name of Department Neosho F	Fire Department	

President Oldenhoff called the special meeting of the Village Board of the Village of Neosho to order at 7:00 p.m. Present were President Oldenhoff, Tr. Lastovich, Rodriguez, Desmore, and Tr. Weynand.

Discuss / Approve the request for purchase of additional Fire Department equipment as bid on by the Fire Chief, to Lake Mills EMS, equipment may include two ambulances, Stryker cot, Ferno cot, and Motorola Radios and Pagers, in an amount not to exceed \$32,000.

Fire Chief Chapman reported on the status of the bid.

The bid was accepted for the two ambulances, Stryker cot, Ferno cot, and Motorola Radios and Pagers, in an amount of \$32,000.

Equipment detail includes: 2014 Ford ambulancegas, with power stryker cot. The stryker cot would be sold. These are on a three year back order. The cot is two years old and brand new is \$32,000. Could get \$20,000. The 2009 Ambulance, is a ford, diesel, with the ferno cot. The cot is 10-12 years old. The department would keep the ferno cot and transfer to 2014. The Chief is talking to Hartford for cross credientialing. The department would use this to replace the 62 and use for one year and then sell. Could get 35,000 to 40,000. The use is to get equipment to the scene and transport four – six.

This ambulance was used for the race track and has 86,000 miles. Brand new tires.

Hartford is building a new station in 2024. The intent is to serve as a Hartford reserve.

The 2001 diesel would be sold. The Chief is looking at Wisconsin Surplus.

The current ambulance has 132,000 miles.

Motorola radios and pagers are \$6,000 a piece brand new. They were received one year ago. 33 pagers and 8 radios.

Each ambulance comes equipped with a radio and pager.

Fort Atkinson is now full time EMS and Fire. And Lake Mills is selling out.

They will only sell to Aurora related facilities. They will have to meet once a month to Al Davies.

They are getting rid of the engine and then will fill in with 09 and 14.

The 2014 would be lettered in ten business days; and then will look at a SUV.

The Fire Department purchases the equipment and then bill the Village early next year.

Motion (Rodriguez/Desmore) for the Fire Department / Company to purchase in an amount not to exceed \$32,000 and for the Village to revisit in the first quarter of 2024. Motion carries.

Motion (Rodriguez/Desmore) to adjourn at 7:40 p.m. Motion carried.

Respectfully Submitted,

Deanna Braunschweig, Clerk-Treasurer

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Whereas, the parties to this agreement desire to provide for an augmentation of the protection of their municipalities and EMS districts in the event of Mass Casualty incidents, emergency conditions, natural disasters, or other situations during which the assistance of mutual aid EMS departments may be needed to manage and/or investigate an incident; and,

Whereas, the communities of the parties to this agreement form a practically continuous area throughout which it is deemed practicable for them to render assistance during an emergency situation, and Whereas, it is the policy of the several municipalities, EMS Departments, and public agencies' governing bodies to develop and institute such agreements, wherever practicable, and

Whereas, it is mutually deemed sound, desirable, practicable, and beneficial for the parties of this agreement to render assistance among them in accordance with these terms, Now, therefore, be it understood and agreed.

ARTICLE I REQUEST FOR AID

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- (a) Immediately determine if in his/her opinion; apparatus and personnel can be spared, and if so,
- Send whatever apparatus, equipment, or personnel they feel will meet the stated need of the EMS Service requesting mutual aid in accordance with service provider license level and required equipment under DHS 110.50.
 - (c) Project the length of times such personnel, equipment and the requestor.
- (d) Estimate time when assistance provided will arrive at the location designated by the requestor and convey this to the requestor. Requestor's duties;
- (a) To state specifically what equipment and personnel is needed from the responder for the incident.
 - Provide direction to the scene to lead responding agencies inside the boundaries of the aided (b) community to a staging site.
 - To be responsible for coordinating communications between responder's personnel and (c) requestor's personnel.

Rendering assistance under the terms of this agreement shall not be mandatory except that the Responder shall immediately inform the requester if, for any reason, assistance cannot be rendered. Any EMS agency receiving a request for aid will endeavor in good faith to supply the aid requested if the supplying of such aid is consistent with its community's own EMS safety. Prior to responding in accordance with service provider license level and DHS 110.50, the required equipment will be obtained.

No party to this agreement shall be held responsible for delay or default caused by fires, riots, acts of God and or war, which is beyond the reasonable control of the parties. No liability of any kind or nature may be attributed or be assumed whether expressly or implied by the party, it's duly authorized agents and personnel for failure or refusal to render aid as provided herein or for withdrawal of aid once provided pursuant to the terms provided herein. Furthermore, no liability may be imposed in any manner relating to, or stemming from actions, inactions, projections, estimations, determinations, representations or the like relative to the subparagraphs provided above under "Responders duties" or "Requestor duties."

ARTICLE II ELIGIBILITY

Any EMS Agency which is a member of the Dodge County EMS Association and its municipality shall be eligible to take part in this agreement.

ARTICLE III LIABILITY

Each party shall be responsible for its own liabilities, errors, acts and omissions while rendering aid to the other. This shall include, without limitation by enumeration, activities while on the scene of the incident, travel to and from the scene of the incident, travel to and from a hospital or medical facility in furtherance of patient transport from the scene of the incident, and travel to and from either party's fire station/EMS facility and its members' residences, places of employment or any other such locations. Each party agrees to hold the other harmless, indemnify it and defend it from and against any and all claims stemming from the responsible party's sole negligence, recklessness or willful or wanton acts or omissions.

The parties agree to maintain separate policies of liability insurance which are subject to the limitations set forth by State Statutes, and to provide proof of such insurance to the other upon request at any time during the term, including successive terms, of this agreement. This agreement shall not require that the other party be listed or considered as an "additional insured" on the other's insurance policy.

ARTICLE IV

WORKER'S COMPENSATION AND INSURANCE COVERAGE

If a member of an EMS Service is killed or injured while responding to, returning from, or acting at an emergency under this mutual aid agreement the EMS Service of which they are a member, or the government by which they are employed, shall grant them the same compensation and insurance benefits that it would if the emergency were in their own community. It is understood that when one EMS Agency responds to a request for aid from another EMS Agency by dispatching equipment and/or personnel under this agreement, such aid is not intended to create any employer-employee relationship as between the requesting and the responding EMS Services or their members. Rather it is understood that EMS Agencies respond under this agreement in order to secure for themselves and the citizens of their respective jurisdiction the advantages of mutual aid under the terms of this agreement

ARTICLE V COMMAND

The officer in charge of the EMS Agency requesting assistance shall assume the function of incident commander or Medical Branch Director. If he/she specifically requests an officer of a responding agency to assume command, he/she shall not by relinquishing command, be relieved of the final responsibility for the operation. The requesting party shall assume control over the operations of a mutual aid incident scene however; it shall be each party's responsibility to maintain control of their own equipment, the safety of their own personnel and others at the scene or within the immediate vicinity. The officer in charge of the responding agency shall have the right to withdraw from the incident or emergency site of the requestor, if, in the sole judgment of the officer in charge of the department rendering assistance, personnel, apparatus, or equipment are needed at its own EMS Service area. In such cases, he/she will confer with the local incident commander and advise him/her of the need to leave.

ARTICLE VI RESPONSE TO OTHER JURISDICTION

It is agreed that no party to this agreement shall knowingly respond to an EMS Incident in the primary jurisdiction of another party to the agreement unless dispatched or requested. This shall not

prevent any Agency from responding to check the exact location of an incident if the jurisdiction is not clear upon initial dispatch. In all such cases, the Agency responding shall cause the Agency who may also have initial jurisdiction to be notified or dispatched immediately depending on the incident

ARTICLE VII FINANCE

The parties agree that each shall respond without cost, charge or financial assessment to the other party or the 911 Dispatch Center. Each party shall have the right to directly charge and bill any person, or such person's insurance carrier for EMS services provided at the incident scene or for conveyance to a medical facility, according to that service provider's usual and customary billing practices. No party shall be held liable to the other for damages, loss of equipment, and injury to personnel or payment of compensation arising as a result of assistance rendered under the terms of this agreement. Each party agrees and represents that it has insurance or is self-insured and shall continue to insure/self insure its trucks, apparatus and equipment against loss or damage in an amount deemed adequate by the responding party.

The requester shall assume responsibility for the coordination of welfare items and associated fuel needs by the responding agencies if needed. Incidents of long duration and natural or manmade disasters may require the involvement of the Dodge County Emergency Management to assist with operations.

ARTICLE VIII DEPOSITORY

The chief executive, clerk, or EMS chief of each community participating in this mutual aid plan shall sign the agreement each participating community shall file one executed copy of the agreement with the Dodge County EMS Association. The Dodge County EMS Association will provide each participant with a list of municipalities and EMS Agencies participating in this Mutual Aid Pact

ARTICLE IX COMMENCEMENT AND TERMINATION

An EMS Agency shall be considered to be a participating agency of this pact and will continue for a period of one year after which it will automatically renew for successive one year terms. Termination of participation may be made by a participating agency filing a certified copy of a resolution of the agency terminating the agreement with the EMS Chief of the other member agencies and the EMS association President, whose date of termination shall not be less than sixty (60) days after the date of filing.

ARTICLE X

COMPLIANCE WITH GOVERNMENTAL REGULATIONS

Each party to this agreement agrees to comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this agreement.

ARTICLE XI SEVERABILITY

If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

ARTICLE XII EMERGENCY RESPONDERS

No Emergency responder or department shall be charged for EMS services when they need on scene care or transport from an emergency scene to a medical facility as per MABAS WI.

ARTICLE XIII AMENDMENTS

The terms and conditions of the Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties involved.

ARTICLE XIV NO THIRD PARTY RIGHTS CREATED

Any rights granted under this Agreement are granted solely to the parties of this Agreement. This Agreement is not intended and should not be construed, to create any right in any third party or render the parties to this Agreement obligated or liable to any third party in any respect.

ARTICLE XV EXITING AGREEMENT

This agreement will supersede any and all agreements that were made by the Dodge County EMS Association prior to this agreement. This agreement does not include any intercept agreements between Basic and ALS agreements.

ARTICLE XVI SIGNATURES

The undersigned warrant aid represents that they are duly authorized to bind the agency represented by the undersigned as a party to this Agreement, and that the agency represented by the undersigned is authorized to participate in and carry out the functions required by this Agreement.

All Signatures and a copy of this agreement will be kept with the Secretary /treasure of the Dodge County EMS Association.

Signature of Agency:	Date	_ (City Village/Town Officials)
Name	Title	_
Signature of Agency:	Ma) Date 2/13/2024	(Service Director)
Name Alex Braunschweig	Title Chief EM	
Name of Department Neosho F	Fire Department	

Lake Mills Emergency Medical Services, Inc. Equipment Disposition Verification

Your service has been chosen to receive the following equipment based on the bid you provided:

2013 Ford E-450 Gas Road Rescue Ambulance (VIN: 1FDXE4FS3DDA49624)

2009 Ford E-450 Gas Road Rescue Ambulance (VIN: 1FDXE45P69DA63702)

Includes Stryker Powerload Cot (S/N: 170241400)

Includes Ferno Cot (S/N: 19F005159)

Motorola Poratble Radios and Pagers

\$15,000.00

\$7,000.00

\$10,000.00

Qty. 8 – Motorola APX6000Li Model 2.5 Portable Radios w/ 8 Batteries and 8 Chargers	
(S/N: 755CYF0201, 755CYF0202, 755CYF0203, 755CYF0204, 755CYF0205, 755CYF0206, 755CYF0207, 755CYF0208)	
Qty. 27 – Motorola Minitor V 2 Channel SV Pagers (Various Condition) Qty. 5 – Motorola Minitor VI 5 Channel Pagers Qty. 1 - Motorola Minitor VI 1 Channel Pager	
See attached inventory/serial number list. Including Miscellaneous Batteries, Belt Clips, Chargers, etc. LIFE PAK 15 Combined Total: \$32,000.00 \$39,000.00	
The Signatures of the duly authorized representatives below have agreed to the amount to be paid for the items listed above as of the effective date. All items are as-is and recipient agrees to release Lake Mills Emergency Medical Services from any liability or warranty unless expressly listed above.	ıe
Recipient: Neosho Fire Department and Rescue Un Character Date: 10-27-2023 (Signature)	
Printed Name & Title: Tim Chapman Fire Chief	
Seller: Lake Mills Emergency Medical Services Inc. Date: 10-27-2023 (Signature) David Larsuel, Service Director	
(Signature) Date: 18/27/23	
Printed Name & Title:	

Neosho Fire Department

126 S. Schuyler St. P.O. Box 182 Neosho, WI 53059

INVOICE

Bill to: Village of Neosho

210 S. Schuyler St. Neosho, WI 53059

January 1, 2024

Description

Amount

Purchase repayment of attached Invoice:

\$32,000.00

Balance Due

\$ 32,000.00

Please note that the Lifepak purchase of \$7,000.00 was paid for by the Fire Department members.

Thank You,

Courtney Fetzer

Secretary-Treasurer of Neosho Fire Department

Estimate: WI-7560

2/8/2024

Conclusion of inspection deficiencies

Neosho Fire Department

timchapman03@gmail.com

Fire Service, Inc. - Lake Mills

105 S Industrial Dr

Lake Mills, WI 53551

gwellach@fireserviceinc.com

Fire Service, Inc.

920-945-0166

Purchase Order

Unit

Unit: 3161 (13633) VIN: 4ENBAAA89R1003633 1994 Emergency One Truck Current Usage: 60,000 Miles

Description	Quantity	Rate	Amount
Replace rear S-Cam bushings, Cams, and slack adjusters. OOS issue			\$1,860.00
slack adjuster, 6.5" center to center***			\$300.00
S-Cam 16" in length, clockwise rotation***			\$100.00
S-Cam 16" in length, counter-clockwise rotation***			\$100.00
S-Cam bushing kit, heavy duty bronze***			\$70.35
seal, wheel hub			\$120.00
		Subtotal	\$2,550.35
Drive axle leaf springs are weak, rust jacking and the front mounts are			
worn OOS			\$2,170.00
Replace rear suspension, springs, hangers, and hardware.			
REAR IHC LEAF SPRING			\$1,709.43
REAR 4 LEAF OL SPRING			\$365.37
U-bolt			\$176.85
3/4 U-BOLT WASHER			\$19.47
3/4 DEEP NUT			\$22.96
HANGER			\$428.20
327-212, SPRING PIN			\$72.96
M4990 REBOUND PIN			\$41.01
	*	Subtotal	\$5,006.25
Pump failed dry vacuum test, replace or rebuild valves as necessary. Three 2.5" valves and the 4" large diameter discharge valve.			\$1,550.00
Valve, Body 3-3.5" AKR (8830)			\$632.32
Valve, Sub-Body 2.5" (AKR-8825)			\$1,059.06
		Subtotal	\$3,241.38

Description	Quantity	Rate	Amount
Brake valves have corroded their mounts off and are hanging by the hoses and zip ties. OOS			\$930.00
valve, brake, quick release (QR-1)			\$0.00
		Subtotal	\$930.00
The rear air tank is rusted (OOS) and will need to be replaced and the other two tanks will require rust mitigation to prevent further rust damage.			\$1,240.00
Replace all air tanks, straps, and fittings.			
AIR TANK ASSEMBLY FRONT 4X2 TLT TUBE			\$1,128.32
BRACKET AIR TANK			\$390.29
AIR TANK ASSEMBLY WET TLT TUBE			\$1,129.87
ANTO TANIO ACCIDIDET VVET TEL TODE		Subtotal	\$3,888.48
Heater fan resisters have melted the wiring and will need to replaced and the wiring replaced.			\$930.00
resistor, fan			\$334.20
		Subtotal	\$1,264.20
Auxiliary engine cooler has froze and has swollen		281	\$465.00
COOLER AUXILIARY 2.25 DIAMETER SHORT DDC V			\$543.97
		Subtotal	\$1,008.97
Exhaust broke at tailpipe and a broke mount on the downpipe under the cab OOS1			\$930.00
Exhaust pipe and parts			\$567.00
		Subtotal	\$1,497.00
Rear end service due to age of fluid			\$232.50
75w90			\$0.00
		Subtotal	\$232.50
Auto-lube service needed due to unknown time of last change and possible auto-lube rebuild			\$465.00
400#75W90 Syn Gear Lube Non Eaton Appr SPO			\$63.01
Kit, Auto Lube (Large)			\$255.15
		Subtotal	\$783.16

Estimate: WI-7560

Description	Quantity	Rate	Amount
Engine oil leak from front/left of engine - Possibly from supercharger			
(Diag)			\$465.00
Degrease and steam clean engine, test run and locate and identify leaks for repair			
		Subtotal	\$465.00
Air system service required			\$465.00
Cartridge, Air Dryer AD-9			\$76.57
Air compressor air filter***			\$50.00
Kit, Purge Valve AD-9			\$76.38
		Subtotal	\$667.95
FSI - FRAME RUST MITIGATION.: REMOVE ALL LOOSE RUST			
NEEDLE SCALE AND AIR HAMMER tO REMOVE RUST			
POWER WASH			
APPLY SALT NEUTRALIZER			
APPLY RUST CONVERTER			
APPLY POR 15 TO HEAVY RUST AREAS			
APPLY FLUID FILM TO ENTIRE FRAME AND CHASSIS UNDERSIDE			
		Parts & Labor	\$7,530.82
Steering joints loose recommend replacing all steering components due to the Lower tie rod end has one loose end the other is missing the boot (OOS). Drag link has play and the steer cylinder joints have play.			\$620.00
TIE ROD ASSEMBLY A13102 RL(B.O)***			\$1,700.00
DRAGLINK ASSEMBLY 37 VERTICAL STEERING (B.O)			\$2,118.77
CYLINDER HYDRAULIC 2 BORE 14.8 STROKE (3 in Stock)			\$2,732.57
		Subtotal	\$7,171.34
MISC FREIGHT			\$0.05
FREIGHT CHARGES ESTIMATE			\$756.00
		Subtotal	\$756.05

2/5

Estimate: WI-7560

Description	Quantity Rate	Amount
FSI - A-SERVICE ENGINE/PUMPER: A-Service inspection		
Engine oil and filter change		(6)
Change fuel filters		
Change coolant filter		
Oil Sample		
Lube Chassis		
Check all fluids		
Check air filter		
Wheel off brake inspection		
Check tires (pressure, wear, & Date)		
Pump Inspection		
Pump Trans fluid change		
Dry Vac Test	*)3	
	Parts & Labor	\$1,200.00
	Shop Supplies	\$771.90
	Labor	\$20,497.55
	Parts	\$17,695.90
	Subtotal	\$38,965.35
	Exempt (0% of \$17,911.98)	
*: Core charges not included in total. You will be charged for any core that is not in returnable condition. This of the details and the estimate for the repairs provided above are based on our a guarantee that no further work or parts will be required. The estimate is not repairs. The total bill of work and final price will be as per the details available terms and conditions as applicable. If you authorize us to perform the above you agree to pay in full for the work performed and parts required. Customer Signature:	tharge may be applied on a separate first inspection and do not a guarantee of the final person on completion of the reserver.	ot constitute orice of the pairs. Other
Printed Name:		8

Village of Neosho Wisconsin Advertisement for Bids Mowing and Weed Trimming Service

The Village of Neosho is accepting sealed bids primarily for the weeding and trimming, and mowing. This is for the 2024 season. Bids should be marked BID for Mowing Service. Include price per hour. Bids will be accepted until 6:00 pm March 2nd, 2024. Bids will be opened and read aloud on March 7th Village Board Meeting. Sealed Bids can be mailed to PO Box 178, Neosho, or placed in the drop box at Village Hall. The Village Hall is located at 210 S Schuyler Street, Neosho.

The weeding / trimming and mowing would include Village Property including Woodlawn Park upper and lower, Village Hall, Veteran's Park, Woodlawn Cemetery and beach. The mowing will also include property maintenance per Village Ordinance.

Bids will include an insurance policy, per occurrence.

The Village Board will not be obligated to accept the lowest proposal. The acceptance of the proposal will reflect on the dependability and the manner in which each contractor has performed in the past or from references provided by the contractor in the proposal.

Any and all questions should be directed to the Village President.

Village of Neosho		
A. RESIDENTIAL -1 & 2 Family	Fees	
New Construction - Residential (1 & 2-Family)	\$.18 per sq. ft. / \$ 750.00 minimum	
Additions - Residential (1 & 2-Family)	\$.18 per sq. ft. / \$110 minimum	
New Construction & Additions Electrical work	\$.04 per sq. ft. / \$80 minimum	
New Construction & Additions Plumbing work	\$.04 per sq. ft. / \$80 minimum	
New Construction & Additions HVAC work	\$.04 per sq. ft. / \$80 minimum	
Erosion Control	\$65.00	
Alterations/Remodels	\$7 per \$1000 of valuation / \$100 minimum	
Fences	\$75.00 Includes Zoning	
Swimming Pool (above ground)	\$100.00 Includes Zoning	
Swimming Pool (in-ground)	\$150.00 Includes Zoning	
Accessory Structure <=144 sq. ft.	\$75.00 Includes Zoning	
Accessory Structure & Garage >144 sq. ft.	\$75 + \$.12 per sq. ft. Includes Zoning	
Decks Up to 600 sq. ft.	\$125.00 Includes Zoning	
Decks Over 600 sq. ft.	\$125 + \$.12/sq. ft. Includes Zoning	
Reroofing & Siding	No Permits Required	
Permission to Start (Early Start)	\$100	
State Seal for new homes	45 (Subject to Change)	
Plan Review (Acc. Structures/decks/porches/garages/sheds)	\$30	
Occupancy and Temporary Occupancy Permit	\$50	
Electrical- Residential Fees (New wiring/alterations/repairs/service)	\$6 per \$1000 of valuation / \$50 minimum	
Plumbing- Residential Fees	\$6 per \$1000 of valuation / \$50 minimum	
Hot Water heater replacement	\$65	
Lateral repair, replacement, or relocation	\$65	
HVAC Fees (New/replacements/alterations)	\$65	
PV (solar) Installation	\$6 per \$1000 of valuation / \$50 minimum	
PV (solar) Installation - Electrical	\$100	
New Electrical Service/Upgrade	\$110	
Minimum Fee (Building, Plumbing, HVAC, & Electrical)	\$80	
B. COMMERCIAL		
New Structure ** Addition		
a. Multi-Family (3 family or more), Motels, CBRF	\$.20 per sq. ft.	
b. Mercantile, Restaurants, Taverns, Assembly Halls, Offices	\$.16 per sq. ft.	
c. Schools, Institutional, Hospitals	\$.20 per sq. ft.	
d. Manufacturing and Industrial. (Office area to follow fees in b.)	\$.14 per sq. ft.	
e. Vehicle Repair and Vehicle Storage	\$.20 per sq. ft.	
f. Warehouse, Mini Warehouse, Building Shells* for Multi-Tenant Bldgs	\$.14 per sq. ft.	
n. Special Occupancies (Outdoor Pools, Towers, Tents, etc .)	\$.11 per sq. ft.	
. The above referenced permits (a-h)	\$ 75.00 minimum	
Erosion Control	\$165 for 1st acre \$55 per ea acre there after	
Alterations	\$7 per \$1000 of valuation / \$75 minimum - \$1,500 max	
Early Start Permit (Footings and Foundations per SPS 361.32)	\$100.00	
Cell Tower	\$75.00	
Electrical Fees for Commercial Buildings and Additions	\$50 + \$.04 per sq. ft. min \$110.00	

Electrical Fees for Commercial Alterations	\$7 per \$1000 of valuation / \$110 minimum
New Electrical Service/Upgrade/Sub Panel	\$150 1st 400 amps \$25 per 100 amps there after
Plumbing Fees for Commercial Buildings and Additions	\$50 + \$.04 per sq. ft. min \$80.00
Plumbing Fees for Commercial Alterations	\$7 per \$1000 of valuation / \$80 minimum
Lateral repair, replacement, or relocation	\$75
HVAC Fees for Commercial Buildings and Additions	\$50 + \$.04 per sq. ft. min \$80.00
HVAC Fees for Commercial Alterations	\$7 per \$1000 of valuation / \$80 minimum
Commercial Plan Review -new projects ,<25,000 cubic ft (otherwise registere	
or state review)	\$150
Re-inspection fee	\$75
Accessory Structure, Decks Up to 600 sq. ft	\$125 Includes Zoning
Accessory Structure, Decks Over 600 sq. ft	\$125.00 + \$.12/sq. ft. Includes Zoning
Other	\$75
Temporary Structure (180 day limit)	\$100
C. Miscellaneous	
ADA temporary ramp	\$25
Storage Tank Removal Fee	\$75
Razing Fee	\$100
Moving Structure	Per ordinace Chapter 17 (17.24.040)
Fire Protection or Sprinkler work	\$75 min or \$1 per sprinkler head
Signs	\$60 ea + Zoning \$40.00
Windows & Doors (no structural work)	No Permits Required
Fireplace, wood burner, pellet stove etc	\$50
Permit Extension Fee (can be done one time, good for 1 year)	\$50
*Permits are good for 2 years	
*Double Fees are due if work is started before the permit is issued.	
*Valuation is labor and materials, if Owner is providing labor double the mate	erials
D. Manufactured Dwelling or Home on slab	
(includes service, lateral hookup, Slab insp.) + (decks, attached garage,	
basement) + Zoning; (seal required) + Erosion Control (if basement)	\$450
E. Occupancy Permits	
1 & 2 Family new homes or additions to living areas	\$50.00
Multi-Family	\$50 min. + \$10 per unit
Commercial/ Industrial	\$100
Occupancy without permission or before final inspection	\$100 per day fine
G. Zoning Fees	
Residential Dweillings	\$75
Residential Additions & Alterations	\$50
Residential Accessory Buildings	\$25
Commercial Use / Building	\$150
Commercial Additions/Alterations	\$150.00

From: Zimmerman, Curt

Sent: Tuesday, February 6, 2024 12:34 PM

To: neoshovillage@frontier.com Subject: RE: Neosho Parcel split/sale

New lots would be 1.38 acre and 1.15 acre

From: neoshovillage@frontier.com <neoshovillage@frontier.com>

Sent: Monday, February 5, 2024 6:27 AM

To: Zimmerman, Curt < Curt. Zimmerman@gehealthcare.com >

Subject: RE: Neosho Parcel split/sale

WARNING: This email originated from outside of GE HealthCare. Please validate the sender's email address before clicking on links or attachments as they may not be safe.

Curt,

Can you verify the new lot sizes?

Thank you, Deanna

Sent from Mail for Windows

From: Zimmerman, Curt

Sent: Tuesday, January 30, 2024 3:51 PM

Subject: Neosho Parcel split/sale

Hi Deanna,

This is in response to our call earlier today. I got the quote back from a surveyor (Rich Leaver) as he quoted me \$3,800 to be paid in full upfront since you require a CSM to go to the board. Would you say board denial is low risk? Denial could only result in some ordinance not being met correct? Please see attached for proposed land purchase (Parcel 161-1017-2033-024) The green line is where we would possibly be splitting (pending seller approval). The southern portion is the section that would be for sale. Thanks for any insight.





HIGHWAY DEPARTMENT

DODGE COUNTY HIGHWAY COMMISSION

211 East Center Street Juneau WI 53039-1309 (920) 386-3650 (phone) (920) 386-3525 (fax)



AIRPORT TERMINAL BUILDING

COMMISSIONER

Brian Field bfield@co.dodge.wi.us

DODGE COUNTY HIGHWAY

COMMITTEE

Jeffrey Caine,
Chair

Robert L. Boelk, Jr.
Jeff A. Breselow
John H. Kraus, Jr.
Dale Macheel

ASSISTANT COMMISSIONER

Nathan Kempke nkempke@co.dodge.wi.us

PATROL SUPERINTENDENTS

Nate Minnig nminnig@co.dodge.wi.us

Joseph Lechner jlechner@co.dodge.wi.us

SHOP SUPERINTENDENT

A J Woods awoods@co.dodge.wi.us

OPERATIONS SUPERINTENDENT

Steve Pett spett@co.dodge.wi.us

FINANCIAL MANAGER

Lisa Glaznap Iglaznap@co.dodge.wi.us MEMO TO: Cities

Cities, Towns, and Villages

FROM:

Brian R. Field, Commissioner

DATE:

February 14, 2024

SUBJECT:

SURFACE DRAINAGE STRUCTURES

I am writing to address the new statewide effort to seek federal and state funding for our surface transportation drainage structures ranging in cross section span width from 6 feet to 20 feet. See the attached sheet showing examples of these types of structures. Currently repair and replacement of these structures do not qualify for federal or state funding. Projects of this nature are locally funded. We are all struggling locally to maintain our surface transportation systems with limited resources.

WiDOT has developed a process to seek the funding in the next federal transportation funding cycle. Consequently, all county, town, city, and village agencies have been asked to inventory these structures within their jurisdiction in 2024 and arrange for inspection of these structures by a certified bridge inspector in 2025. The goal is to have this information gathered and uploaded to the WiDOT Highway Structure Information (HSI) database by the entity performing the inventory and inspections.

This statewide collection of data will be compressed into a report which will be submitted by WiDOT, WCA, WCHA, and WTA to the federal government for funding consideration. If this campaign is successful, we will all receive additional funding for our small structures going forward.

This process has been divided into two phases as follows:

Phase I Inventory - 2024

All drainage structures within the public right of way are to be considered for this program. The structures that meet the specific size criteria of greater than 6' and less than 20' in cross section span width must be identified and inventoried. The required data must be collected and entered into the WiDOT highway structure inventory database by December 31, 2024.

Local agencies in Dodge County have three options for completing this phase as follows:

• Utilize their own staff to locate and inventory these structures and enter the collected data into the WiDOT HSI database.

- Hire a consultant to perform the inventory and data entry.
- Hire Dodge County Highway to perform the inventory and data entry.

The WiDOT structure inventory program provides \$100/structure for this work. Dodge County Highway would complete this inventory for the local agencies for \$100/structure, paid by WiDOT.

Phase II Inspection - 2025

All identified structures ranging in size from greater than 6' but less than 20' in cross section span width must be inspected by a certified bridge inspector. All inspection data must be entered into the HSI database by December 31, 2025.

Local agencies in Dodge County have two choices for Phase II:

- Hire a consulting firm with a certified bridge inspector to inspect the qualifying structures and enter the data into the HSI database.
- Hire Dodge County certified bridge inspectors to inspect qualifying structures and enter the inspection data into the HSI database.

The WiDOT structure inspection program provides \$350/structure for this inspection work. Dodge County Highway would perform these inspections for the local agencies for \$350/structure, paid by WiDOT.

I realize this is a lot of information and it is a bit confusing, but the potential for future funding is real. I am available by phone or email to answer any questions for you. Please complete the enclosed questionnaire and return it to me via email, fax, or USPS by February 26, 2024.

Thank you for your cooperation.

BRF/clm

Enclosure

This ordinance outlines public nuisance and weed control.

Public nuisance is ordinarily followed up by law enforcement and a ticket.

Weed control process involves a notice in writing by the Village, abatement if necessary, and then invoice for the abatement. The point of this process is to give the property owner the ability to cleanup the property prior to the Village.

Previously, the Village President would nominate person(s) to be the weed commissioner that would point out blighted properties in need of a letter and then follow up with abatement. At that time, S Schuyler and E Lehman were the worst offenders.

In 2023, the entire board was appointed as "weed commissioners" and were to report to the Clerk the properties that needed a letter and then discussion and abatement.

I have pulled several area public nuisance / weed control ordinances.

- -Village of Richfield, contains weed control as well as exterior building requirements.
- -Village of Campbellsport
- -Village of Johnson Creek
- -City of Watertown



AN ORDINANCE TO REPEAL TITLE 12 PUBLIC NUISANCES AND RECREATE TITLE 12 PUBLIC NUISANCES

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

Section I:

TITLE 12 of the Village of Neosho are hereby repealed and replaced with the sections below::

Section II:

12-1-1 Public Nuisances Prohibited.

No Person shall erect, contrive, cause, continue, maintain or permit to exist any public nuisance

within the Village.

Section III:

No person shall erect, contrive, cause, continue, maintain or permit to exist any public nuisance within the Village.

§ 12-1-2 Public nuisance defined.

A public nuisance is a thing, act, occupation, condition or use of property which shall continue for such length of time as to:

Substantially annoy, injure or endanger the comfort, health, repose or safety of the public.

In any way render the public insecure in life or in the use of property.

Greatly offend the public morals or decency.

Unlawfully and substantially interfere with, obstruct or tend to obstruct or render dangerous for passage any street, alley, highway, navigable body of water or other public way or the use of public property.

§ 12-1-3 Public nuisances affecting health.

The following acts, omissions, places, conditions and things are hereby specifically declared to be public health nuisances, but such enumeration shall not be construed to exclude other health nuisances.

A.

Adulterated food. All decayed, adulterated or unwholesome food or drink sold or offered for sale to the public.

Unburied carcasses. Carcasses of animals, birds or fowl not intended for human consumption or food which are not buried or otherwise disposed of in a sanitary manner within 24 hours after death.

<u>C.</u>

Breeding places for vermin, etc. Accumulations of decayed animal or vegetable matter, trash, rubbish, rotting lumber, bedding, packing material, scrap metal or any material whatsoever in which flies, mosquitoes, disease-carrying insects, rats or other vermin may breed. D.

Stagnant water. All stagnant water in which mosquitoes, flies or other insects can multiply.

Privy vaults and garbage cans. Privy vaults and garbage cans which are not flytight.

Air pollution. The escape of smoke, soot, cinders, noxious acids, fumes, gases, fly ash or industrial dust within the Village limits or within one mile therefrom in such quantities as to endanger the health of persons of ordinary sensibilities or to threaten or cause substantial injury to property.

Noxious weeds. [1] All noxious weeds, as defined in § 66.0517(1), Wis. Stats. In addition, other rank growth of vegetation, and all weeds, grasses and plants over twelve inches in height, excluding trees and shrubs, which:

(1)

Detract from the surrounding area and properties.

Become a possible fire hazard, as determined by the Fire Chief.

(3)

Become a health hazard due to their pollen or a potential cover for disease-carrying rodents and other small animals.

(4)

Are of an infectious or poisonous nature in or adjacent to a populated area, regardless of height.

Become a potential hazard to vehicular traffic in vision clearance triangles.

Water pollution. The pollution of any public well or cistern, stream, lake, canal or other body of water by sewage, creamery or industrial wastes or other substances.

Noxious odors, etc. Any use of property, substances or things within the Village emitting or causing any foul, offensive, noisome, nauseous, noxious or disagreeable odors, gases, effluvia or stenches repulsive to the physical senses of ordinary persons which annoy, discomfort, injure or inconvenience the health of any appreciable number of persons within the Village.

Street pollution. Any use of property which shall cause any nauseous or unwholesome liquid or substance to flow into or upon any street, gutter, alley, sidewalk or public place within the Village.

Pesticide application. The application, or causing of the application, of any pesticide, as defined in § 94.67(25), Wis. Stats., in such a manner as to endanger the health of persons within the Village.

§ 12-1-4 Public nuisances offending morals and decency.

The following acts, omissions, places, conditions and things are hereby specifically declared to be public nuisances offending public morals and decency, but such enumeration shall not be construed to exclude other nuisances offending public morals and decency.

<u>A.</u>

Disorderly houses. All disorderly houses, bawdy houses, houses of ill fame, gambling houses and buildings or structures kept or resorted to for the purpose of prostitution, promiscuous sexual intercourse, gambling or sale and/or use of controlled substances as defined in Ch. 961, Wis. Stats.[1]

Gambling devices. All gambling devices and slot machines.

Unlicensed sale of liquor and beer. All places where intoxicating liquor or fermented malt beverages are sold, possessed, stored, brewed, bottled, manufactured or rectified without a permit or license as provided for by this Code.

Continuous violation of Village ordinances. Any place or premises within the Village where Village ordinances or state laws relating to public health, safety, peace, morals or welfare are openly, continuously, repeatedly and intentionally violated.

Illegal drinking. Any place or premises resorted to for the purpose of drinking intoxicating liquor or fermented malt beverages in violation of state laws or this Code.

§ 12-1-5 Public nuisances affecting peace and safety.

The following acts, omissions, places, conditions and things are hereby declared to be public nuisances affecting peace and safety, but such enumeration shall not be construed to exclude other nuisances affecting public peace or safety.

Signs, billboards, etc. All signs and billboards, awnings and other similar structures over or near streets, sidewalks, public grounds or places frequented by the public so situated or constructed as to endanger the public safety.

Illegal buildings. All buildings erected, repaired or altered in violation of the provisions of this Code relating to materials and manner of construction of buildings and structures within the Village.

Unauthorized traffic signs. All unauthorized signs, signals, markers or devices placed or maintained upon or in view of any public highway or railway crossing which purport to be or may be mistaken as an official traffic control device, railroad sign or signal or which, because of their color, location, brilliance or manner of operation, interfere with the effectiveness of any device, sign or signal.

Obstruction of intersections. All trees, hedges, billboards or other obstructions which prevent persons driving vehicles on public streets, alleys or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalk.

Trees and shrubs.

<u>F.</u>

Dangerous trees. All trees which are injurious to public health or safety because of a diseased or damaged condition, and the storage of cut elm wood, unless such wood is debarked or sprayed with an effective elm bark beetle destroying insecticide.

Fireworks. All use, possession or display of fireworks except as provided by the laws of the state.

Dilapidated buildings. All buildings or structures so old, dilapidated or out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human use.

Wires and cables over streets. All wires and cables over streets, alleys or public grounds which are strung less than 18 feet above the surface thereof.

Noisy animals or fowl. The keeping or harboring of any animal or fowl which, by frequent or habitual howling, yelping, barking, crowing or making of other noises, shall greatly annoy or disturb a neighborhood or any considerable number of persons within the Village.

<u>K.</u>

Obstructions of streets; excavations. All obstructions of streets, alleys, sidewalks or crosswalks and all excavations in or under the same except as permitted by this Code or which, although made in accordance with this Code, are kept or maintained for an unreasonable or illegal length of time after the purpose thereof has been accomplished or do not conform to the permit.

Snow, ice and debris removal. All debris not removed, and all snow and ice not removed or sprinkled with salt, ashes, sawdust or sand.

Refrigerators. All abandoned refrigerators or iceboxes from which the doors and other covers have not been removed or which are not equipped with a device for opening from the inside.

Open pits, basements, etc. All open and unguarded pits, wells, excavations and basements.

O. Flammable liquids violations. Repeated or continuous violations of this Code or the laws of the state relating to the storage of flammable liquids.

§ 12-1-5 Junk, certain vehicles and firewood.

Public nuisances declared. The following are hereby declared to be public nuisances wherever they may be found within the Village:

Any motor vehicle, truck body, tractor or trailer as enumerated in Subsections \underline{C} and \underline{D} below and defined in Subsection B below.

Any junk stored contrary to Subsection \underline{E} below.

Any firewood used or stored contrary to Subsection \underline{F} below.

Definitions. The words, phrases and terms used in this section shall be interpreted as follows:

DISASSEMBLED, INOPERABLE, JUNKED OR WRECKED MOTOR VEHICLES, TRUCK BODIES, TRACTORS OR TRAILERS

Motor vehicles, truck bodies, tractors or trailers in such state of physical or mechanical ruin as to be incapable of propulsion or being operated upon the public streets or highways. IN THE OPEN

Land which may be viewed from public streets or adjoining property. JUNK

Worn out or discarded material of little or no value, including but not limited to household appliances or parts thereof, machinery and equipment or parts thereof, vehicles or parts thereof, tools, discarded building materials or any other unsightly debris, the accumulation of which has an adverse effect upon the neighborhood or Village property values, health, safety or general welfare.

MOTOR VEHICLE

As defined in § 340.01(35), Wis. Stats.

UNLICENSED MOTOR VEHICLES, TRUCK BODIES, TRACTORS OR TRAILERS

Motor vehicles, truck bodies, tractors or trailers which do not bear lawful current license plates.

Storage of inoperable vehicles, etc.

(1)

Restricted. No person shall accumulate, store or allow any disassembled, inoperable, junked or wrecked motor vehicles, truck bodies, tractors or trailers in the open upon any public or private property in the Village for a period exceeding 10 days.

(2)

Exceptions.

Any business engaged in automotive sales or repair located in a properly zoned district may retain no more than five disassembled or wrecked vehicles, including vehicles under repair, in the open for a period not to exceed 30 days, after which such vehicles shall be removed.[1]

Storage of unlicensed vehicles, etc.

(1)

Restricted. No person shall accumulate, store or allow any unlicensed motor vehicle, truck body, tractor or trailer in the open upon any public or private property in the Village for a period exceeding 10 days. (2)

Exceptions.

Any business engaged in the sale, repair or storage of such unlicensed vehicles.

Garden tractors and mowers may be stored in the rear yard not less than 10 feet from any property line.

Storage of junk prohibited. No person, shall accumulate, store or allow any junk outside of any building on any public or private real estate located in the Village.

Storage of firewood. No person shall store firewood on any residential premises except for use on the premises. No firewood pile may be located within the front setback. No firewood pile shall exceed four cords and firewood shall be neatly stacked.

Issuance of citation; action to abate. Whenever the Police Chief shall find any such vehicle or junk, as defined in Subsection \underline{B} above, accumulated, stored or remaining in the open upon any property within the Village contrary to the provisions of Subsections \underline{C} , \underline{D} and \underline{E} above, or firewood stored contrary to Subsection \underline{F} above, he shall notify the owner of said property on which such vehicle, junk or firewood is located of the violation of this section. If such vehicle, junk or firewood is not removed within 10 days, the Police Chief shall cause a citation to be issued to the property owner or the occupant of the property upon which such vehicle, junk or firewood is located. In addition, action to abate such nuisance may be commenced.

Penalty. Any person who shall be adjudicated to have violated any of the provisions of this section shall be subject to a forfeiture as provided in § 1-4 of this Code plus the costs of said prosecution and, upon default of payment of such forfeiture and costs, shall be imprisoned in the county jail until such forfeiture and costs are paid, but not to exceed 10 days. Each day that a violation of this section continues shall be deemed a separate offense.

Enforcement. It shall be the duty of the Chief of Police, the Fire Chief, and a health officer to enforce those provisions of this chapter that come within the jurisdiction of their respective offices, including the issuance of citations, and they shall make periodic inspections and inspections upon complaint to ensure that such provisions are not violated. No action shall be taken under this section to abate a public nuisance unless the officer shall have inspected or caused to be inspected the premises where the nuisance is alleged to exist and shall have satisfied himself that a nuisance does, in fact, exist.

Summary abatement.

Notice to owner. If the inspecting officer shall determine that a public nuisance exists within the Village and that there is great and immediate danger to the public health, safety, peace, morals or decency, the Village Presiden may direct the Chief of Police to serve notice on the person causing, permitting or maintaining such nuisance or upon the owner or occupant of the premises where such nuisance is caused, permitted or maintained and to post a copy of said notice on the premises. Such notice shall direct the person causing, permitting or maintaining such nuisance or the owner or occupant of the premises to abate or remove such nuisance within 24 hours and shall state that unless such

nuisance is so abated, the Village shall cause the same to be abated and will charge the cost thereof to the owner, occupant or person causing, permitting or maintaining the nuisance, as the case may be.

Abatement by Village. If the nuisance is not abated within the time provided or if the owner, occupant or person causing the nuisance cannot be found, the officer having the duty of enforcement shall cause the abatement or removal of such public nuisance.

Abatement by court action. If the inspecting officer shall determine that a public nuisance exists on private premises but that the nature of such nuisance is not such as to threaten great and immediate danger to the public health, safety, peace, morals or decency, he shall serve notice on the person causing or maintaining the nuisance and the owner of the property to remove the same within 10 days. If such nuisance is not removed within 10 days, he shall report such fact to the Village President, who may direct the Village Attorney to commence an action in Circuit Court for the abatement of the nuisance.

Other methods not excluded. Nothing in this chapter shall be construed as prohibiting the abatement of public nuisances by the Village or its officials in accordance with the laws of the state nor as prohibiting an action to be commenced in the Circuit Court seeking a forfeiture.

Cost of abatement. In addition to any other penalty imposed by this chapter for the erection, contrivance, creation, continuance or maintenance of a public nuisance, the cost of abating a public nuisance by the Village shall be collected as a debt from the owner, occupant or person causing, permitting or maintaining the nuisance, and if notice to abate the nuisance has been given to the owner, such cost shall be assessed against the real estate as a special

§ 12-1-6 Weed control.

Noxious weeds and rank growth prohibited. No owner or occupant of any lot or parcel shall allow such property to become overgrown with any weeds or grass so as to constitute a public nuisance.

Enforcement. If a property owner fails to control the growth of such weeds or rank growth of vegetation on his property, the Weed Commissioner shall serve upon him notice as to this fact. If such owner fails to abate this nuisance within five days after service of the notice, the Weed Commissioner shall take action to abate such public

D.

 $\overline{\text{Costs}}$. If the Village causes a nuisance to be removed as provided in Subsection \underline{C} above, the actual cost thereof as provided in the Village fee schedule, together with an administrative fee equal to 10% of the actual cost, shall be charged to the property owner. If such charges are not paid by November 15 of the year in which they are billed, such charges, together with an additional administrative fee for collection equal to 10% of the total of such charges and fees, shall be extended on the next succeeding tax roll as a tax charged against the property affected and collected in the same manner as are other taxes, pursuant to § 66.0517, Wis. Stats. [Amended 3-10-2008 by Ord. No. 1006-2008]

§ 12-1-7 Trees and shrubs in street right-of-way.

§ 12-1-8 Health nuisances.

<u>A.</u>

The Village of Neosho promulgates ordinances controlling the existence of public health nuisances within the Village of Neosho limits and makes reasonable rules for the enforcement of the provisions of this chapter. Any person violating any of the regulations of this chapter shall be subject to a penalty provided in § 1-4 of this Code.

Any health nuisance may be abated.

§ 12-1-10 Violations and penalties.

In addition to the remedy for abatement provided in this chapter, any person who shall violate any provision of this chapter, or permit or cause a public nuisance, shall be subject to a penalty as not less than \$100, nor more than \$500 together with cost of prosecution, court costs and applicable fees, assessments, and surcharges.

the property to remove the same within 10 days. If such nuisance is not removed within 10 days, he shall report such fact to the Village President, who may direct the Village Attorney to commence an action in Circuit Court for the abatement of the nuisance.

Other methods not excluded. Nothing in this chapter shall be construed as prohibiting the abatement of public nuisances by the Village or its officials in accordance with the laws of the state nor as prohibiting an action to be commenced in the Circuit Court seeking a forfeiture.

Cost of abatement. In addition to any other penalty imposed by this chapter for the erection, contrivance, creation, continuance or maintenance of a public nuisance, the cost of abating a public nuisance by the Village shall be collected as a debt from the owner, occupant or person causing, permitting or maintaining the nuisance, and if notice to abate the nuisance has been given to the owner, such cost shall be assessed against the real estate as a special

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[Amended 3-10-2008 by Ord. No. 1006-2008]

§ 12-1-7 Trees and shrubs in street right-of-way.

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<u>A.</u>

The Village of Neosho promulgates ordinances controlling the existence of public health nuisances within the Village of Neosho limits and makes reasonable rules for the enforcement of the provisions of this chapter. Any person violating any of the regulations of this chapter shall be subject to a penalty provided in § 1-4 of this Code. В.

Any health nuisance may be abated.

[1]

§ 12-1-10 Violations and penalties.

In addition to the remedy for abatement provided in this chapter, any person who shall violate any provision of this chapter, or permit or cause a public nuisance, shall be subject to a penalty as not less than \$100, nor more than \$500 together with cost of prosecution, court costs and applicable fees, assessments, and surcharges.

This Ordinance shall take effect upon its passage and publication according to law.

Introduced: Adopted:

RESOLUTION 02-27-2024-01

Authorizing Resolution for Participation in the Department of Natural Resources

MUNICIPAL DAM GRANT PROGRAM

RESOLUTION OF:

VILLAGE OF NEOSHO

COUNTY OF:

DODGE

WHEREAS, <u>The Village of Neosho</u>, owns <u>the Neosho Mill Pond Dam</u> and requests financial assistance under s. 31.385 and s. 227.11, Wis. Stats., and ch. NR 335, Wis. Adm. Code, for the purpose of Neosho/Rubicon River Dam Repair Project - Dam Gate Repair; and

WHEREAS, the state share for such a project may not exceed 50 percent (50%) of the first \$1,000,000.00 of total eligible project costs nor 25 percent (25%) of the next \$2,000,000.00 of total eligible project costs; and

NOW, THEREFORE, BE IT RESOLVED, THAT, <u>THE VILLAGE OF NEOSHO</u>, HEREBY AUTHORIZES, ROBERT ROTH OF ROTH PROFESSIONAL SOLUTIONS, INC. to:

- Submit an application to the DNR for financial aid under ch. NR 335, Wis. Adm. Code;
- sign grant agreement documents;
- take all necessary action to complete the project associated with any grant agreement;
 and
- submit reimbursement claims along with necessary supporting documentation.

BE IT FURTHER RESOLVED THAT <u>The Village of Neosho</u> agrees to pay a share of the eligible costs which is equal to the total project cost minus the state share.

Adopted this day 27 of February, 2024

By a vote of: 3 in favor 0 against abstain

Signed:

Chris Oldenhoff Village President

Attest:

Deanna Braunschweig Village Clerk-Treasurer

RESOLUTION 02-27-2024-01