

**NOTICE IS HEREBY GIVEN** that a regular meeting of the Village Board of the Village of Neosho shall be held on **Thursday, August 1, 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 July 11,2024. Minutes are posted on the Village website in the August 1 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.
  - Park Rentals.
  - Election Dates: August 13, and November 5.

DPW Report - Activity Report, including equipment update.

- Approve Operator's Licenses for the following: Jennifer Rodriguez

Discuss and/or ACT on the Following:

Opening of Snow Clearing Bids with possible action.

Discussion of park pavilion repairs with possible action.

Trick or Treat date and time with possible action.

Discussion of Roth Professional Solutions Engineering Services Agreement.

Update with possible action of dam, dam fundraising opportunities and marketing / advertising, and extension of dam maintenance, repairs.

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.

## **MEETING OF THE VILLAGE BOARD OF NEOSHO**

**July 11, 2024**

President Oldenhoff called the regular meeting of the Village Board of the Village of Neosho to order at 6:30 p.m. Present were President Oldenhoff, Rodriguez, Weynand, Desmore, and Kelsey.

4-H Utopians, Brenda Conley, Shooting Competition.

Eva and Jessie Lynch represented the 4-H Utopian Club and coordinate and organize the youth shooting sports. McKayla Conley, Brooke Keskimaki, and Ely Lynch qualified to shoot in the National 4H Shooting Sports Championships held in Nebraska. They were competing in programs with 700 other kids.

Kera Lynch is working with the extension office to promote 4-H.

These were the top kids in the state of Wisconsin. They only take four kids per discipline. Congratulations.

**Adoption of the June 6, 2024, minutes.**

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

**Public Appearance and Comments.**

None.

**President Report.**

President Oldenhoff commented in support of the 4-H Utopians. Appreciates the positive acknowledgement. He advised caution with social media.

**Approval of Financial Report with Comparisons and Payment of Bills.**

Motion (Rodriguez/Desmore) to approve the financial report with bills. Motion carried unanimously.

**Fire & EMS Report**

President Oldenhoff read the Fire Department report. 27 active members, 8 associate members, 1 new applicant. They held monthly drills. Two members completed EMT Basic. Fire Calls were reported on, 26 Hours and 13 Minutes of man hours. EMS Calls were reported on, 7 hours and 41 minutes.

**Police Department Report.**

The Police Statistics Report was read by Police Chief Linzenmeyer. They have had noise complaints, animal complaints, sexual assault and junk property issues. Computer issue. Andrew Bahr is a new officer. Brad Kunkel has been working with the drug unit. Police presence is the main part of law enforcement.

### **Cemetery Sexton Report.**

Trustee Desmore reported that there was a burial and monument engraved. Trustee Desmore read an email from Harry Wehr about flags on the cemetery. The school kids assist Trustee Weynand with the flags on the sites. Trustee Weynand oversees seven cemeteries for flag placement. He is willing to talk to the American Legion for assistance. The cemetery is in a place that is extremely windy when it storms. Trustee Weynand will give some flags to trustee Desmore.

### **Property Maintenance / Weed Commission Village Board Report.**

124 E Lehman Street – letter mailed. Clerk to send a five-day letter. President Oldenhoff will follow up.

234 Milwaukee Street. This is getting better.

412 S Schuyler Street. President Oldenhoff has followed up.

### **Clerk – Treasurer Report.**

Park Rentals.

Desmore commented that kids were messing around at the park.

The noise level has been moderate and cleaned up.

Discussion ensued to lock and unlock the stage areas.

Discussion ensued that Modern Woodmen has grants available that could be used for lumber.

Discussion ensued to the safety of the stage.

Looking to live within the means and redo the stage area and pavilion.

Martin Reynolds from the gallery commented he stood on the Northeast corner of the pier, and it needs fixed. Discussion ensued that it lifted from the storms. President Oldenhoff will discuss with Joe Spudich.

Election Dates: August 13, and November 5.

### **DPW Report.**

President Oldenhoff will install the hitch on the scag mower so it can be used with the trailer.

The ballteam is handling the maintenance on the scag. Down the road look for used Polaris ranger with plow.

### **Approve Operator's Licenses for the following:**

None.

Update with possible action of dam, dam fundraising opportunities and marketing / advertising, and extension of dam maintenance, repairs.

Desmore reported conference call with Roth. There has been communication with Roth and DNR on stop logs. The DNR has requested information on the stop logs. Pending DNR review and approval. Roth is working on options.

Roth emailed that he wants to issue invoices and then submit quote for the planning. One of the invoices has issue.

Discussion ensued of requesting an extension of the timelines.

Discussion ensued of the inspection with DNR and Roth and open ended discussion of the timelines.

Andrew Langham contacted of the dam failure in Manawa. Everything goes very slowly. Roth commented if the grant comes up again two years and we completed the work and resubmit for reimbursement.

The DOT placed a marker on a pole by the bar. The DOT was here looking at dam today. There is still a question of who is responsible for Mill Race.

Trustee Rodriguez is in contact with Baldwin's office and they requested more information.

Trustee Rodriguez reported there is a band playing from 5-8 pm on September 14<sup>th</sup>, Tractor Pulls. The Village fundraising has the full concession for the whole day. Trustee Rodriguez met with Terry Boehnen of On the Rocks. Boehnen is offering full support for the fundraising efforts and covering the band and ordering the food and beer beverages. She will work to get the concessions and have delivered at the Fire Department. On the Rocks will take what is not used. Boehnen is donating pull tabs and coordinating cold storage of beer with the distributor. She is ordering and paying for three huge banners. The distributor may also print flyers.

The event will need to bring in water, soda, will have to get through Walmart or Costco.

Discussion ensued to sell the food as a meal. Trustee Weynand commented that the Historical society has a bunch of soda. Wally has to pay for the sanction for the Tractor Pulling, \$1,200. Wally will pay a portion.

Rodriguez commented that she is reaching out to the Lions Club, Pond Association, 4-H, bartender from on the rocks.

Discussion ensued of can cozy's, Get your own Dam cozy, Neosho WI.

Discussion ensued of a fundraising letter, to businesses and advertising for brick advertising. Motion to adjourn (Rodriguez/Desmore) 8:06 pm. Motion to adjourn.

Respectfully Submitted,  
Deanna Braunschweig, Clerk-Treasurer

## Membership

- 26 Active Members
- 7 Associate Members
- 1 Member on leave of absence
- 1 New Member

## Trainings

- Monthly Drill-INH Hustisford Hosted, Fast Board/ Air Bags/ Drag Harnesses
- Saturday Drill-Fill site testing, Water movement

## Schooling

- Fall School Schedule is out 3 members taking Firefighter 1

## Fire Calls

- 7-11, Rescue Request, Man trampled by cow  
Dispatched 18:20, Enroute 18:28, Arrived 18:31, Clear 18:55, **Total 35 minutes 4 personnel.**
- 7-13, Rescue Request, Person on the lake not breathing CPR in progress  
Dispatched 09:06, Enroute 09:15, Arrived 09:16, Clear 10:00, **Total 54 minutes 3 personnel.**
- 7-17, Rescue Request, Iron Ridge, 2 vehicle accident  
Dispatched 19:03, Enroute 19:07, Arrived 19:20, Clear 20:03, **Total 60 minutes 5 personnel.**
- 7-20, Rescue Request, Iron Ridge, single vehicle run off  
Dispatched 20:41, Enroute 20:45, Arrived 20:53, Clear 21:21, **Total 40 minutes 7 personnel.**
- 7-23, Fire Request, Hustisford, Payloader on fire, Cancelled enroute  
Dispatched 13:20, Enroute 13:28, Arrived N/A, Clear 13:41, **Total 21 minutes 5 personnel.**
- 7-27, Fire Request, Caller can see 20 ft flames, Cancelled Enroute  
Dispatched 21:10, Enroute 21:18, Arrived N/A, Clear 21:31, **Total 21 minutes 6 personnel.**

**Total= 18 Hours 35 minutes of Man Hours**

## EMS Calls

7-11, EMS Request, Man trampled by cow

Dispatched 18:20, Enroute 18:27, Arrived 18:30, Clear 18:55, **Total 35 minutes 2 personnel.**

7-13, EMS Request, Unconscious patient on the water, CPR in progress

Dispatched 09:06, Enroute 09:11, Arrived 09:12, Clear 09:55, **Total 49 minutes 4 personnel.**

7-27, EMS Request, Possible Heart Attack

Dispatched 03:24, Enroute 03:29, Arrived 03:33, Clear 04:10, **Total 46 minutes 2 personnel.**

7-28, EMS Request, Patient difficulty waking up

Dispatched 08:43, Enroute 08:47, Arrived 08:48, Clear 09:11, **Total 28 minutes 2 personnel.**

**Total= 6 Hours 54 minutes**

## Repairs and Maintenance

3151 needs a couple of fixes.

## 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

Gate valve

Radio Mics

## Misc.

Fall Fish Fry- September 20<sup>th</sup> 4-10

# **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](mailto:department@neoshopolice.org)

## **August, 2024 BOARD REPORT**

For the month of July 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:

- **Animal complaints**
- **911 Hangups**
- **Ordinance violation**
- **EMS Request**
- **Welfare check**
- **Injury accident**
- **Fraud complaint**
- **Assist other agency**
- **Assist motorist**
- **Death investigation**
- **DNR complaint**
- **Gas drive off**
- **Ashippun Fireman's Picnic**

Thank you.

Chief Linzenmeyer

Neosho/Rubicon/Ashippun Police Department





# ENGINEERING SERVICES AGREEMENT

This AGREEMENT (“Agreement”) is made as of June 27, 2024, by and between the VILLAGE OF NEOSHO (Village) and ROTH PROFESSIONAL SOLUTIONS (Consultant) which agree as follows:

## **SECTION 1: SERVICES TO BE PERFORMED**

### **A. SCOPE OF SERVICES**

The Consultant shall perform or furnish professional services, as outlined herein for the Dam Rehabilitation Project. The Consultant shall generally provide planning, surveying, geotechnical, design, plans, specifications, assessment, and supporting documentation including grant process administration.

#### DETAILS OF SERVICES

1. The Consultant’s firm, including principals, project managers, and key personnel, shall have relevant experience with similar work and shall be competent to perform the services required for the project scope. All work by others, with the exception of geotechnical and surveying, will be administered under the responsible charge of Robert J. Roth, PE.
2. The work contemplated is professional in nature. It is understood that the Consultant, acting as an individual, corporation, or other legal entity, is of professional status, is licensed to perform in the State of Wisconsin, is licensed for all applicable professional disciplines requiring licensing, and shall be governed by the professional ethics of said professions in its relationship to the VILLAGE.
3. It is understood that all reports, information, or data prepared or assembled by the Consultant for the benefit of the VILLAGE of NEOSHO shall not be made available in whole or in part to any individual or organization, except the VILLAGE of NEOSHO, without the prior written approval of the VILLAGE of NEOSHO.
4. The Consultant shall be responsible for complying with local, state, and federal codes, legislation procedures, and regulations affecting work in their profession.

#### SCOPE OF SERVICES

The Consultant shall perform or furnish professional services, as outlined herein, for the Dam Rehabilitation Project. The Consultant shall generally provide planning, surveying, analysis, design, plans, specifications, assessment, and supporting documentation.

A phased approach will be taken for project compartmentalization and contracting, to allow for the project to evolve without locking in scope or fees. As such, the scope herein is preliminary and will be subject to change by amendment of this document

from time-to-time.

The services to be provided include but are not limited to the following:

### **Phase 1 – Dam Monitoring & Gate Investigation**

Scope of work includes the following services or work products:

1. Project Planning, Management & Coordination
2. Meetings with VILLAGE Dam Liaison & WDNR, Onsite
3. Gate Inspection & Report
4. Dam Monitoring Inspections
5. Dam Monitoring Reports/Updates
6. Complete Other Dam Requirements as Directed by WDNR
  - Stop Log Design, Structural Calculations
  - Downstream Property Survey for DFA
  - WisDOT / WDNR Inlet Race Assistance
  - Other as Directed by WDNR

### **Phase 2 - Dam 25% Design Plans (TBD)**

Scope of work includes the following services or work products:

1. Project Management & Coordination
2. Survey Coordination & Data Acquisition
3. Geotechnical Coordination and Data Acquisition
4. Incorporation of DFA and Relevant Survey Data
5. Coordination of Gate Requirements
6. 25% Plan Development
7. Meeting with VILLAGE Staff
8. Initialization of Design Report

### **Phase 3 - Dam 50% Design Plans (TBD)**

Scope of work includes the following services or work products:

1. Project Management & Coordination
2. Advancement of Plans to 50% Stage
3. Meeting (2) with VILLAGE Dam Liaison, Village Board
4. Development of Design Report

### **Phase 4 - Dam 95% Design Plans for WDNR Submittal (TBD)**

Scope of work includes the following services or work products:

1. Project Management & Coordination
2. Advancement of Plans to 95% Stage
3. Specifications
4. Meetings (2) with VILLAGE Dam Liaison, Village Board
5. Finalization of Documents for Bidding
6. Finalization of Design Report
7. WDNR Submittal

**Phase 5 – Construction Services**

Scope of work includes the following services or work products:

1. Bidding & Administration, Recommendation
2. Development of Contract Documents
3. Notice to Proceed, Pre-Construction Coordination
4. Meetings, Project
5. Meetings, Village
6. Pay Request Review
7. Closeout

**B. COMPENSATION**

The Consultant shall provide professional services through Phase 1 as authorized by the VILLAGE. These services are to be compensated on an hourly basis with the following fee limits:

Phase 1 – Dam Monitoring & Gate Investigation	\$15,000
Phase 2 – 25% Dam Design / Plans	TBD
Phase 3 – 50% Dam Design / Plans	TBD
Phase 4 – 95% Dam Design / Plans	TBD
Phase 5 – Construction Services	TBD

Hourly Rates Through 2025:

President, Project Engineer	\$150/hour
Senior Design Engineer	\$135/hour
Registered Land Surveyor	\$130/hour
Civil Engineer/Modeler	\$125/hour

Senior Engineering Technician	\$110/hour
Staff Engineer	\$100/hour
Project Technician	\$85/hour

**C. PROFESSIONAL STANDARDS**

In conducting the services, the Consultant will apply current professional judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The VILLAGE acknowledges that “current professional standards” shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later established standards.

**D. CONSULTANT’S AUTHORIZED REPRESENTATIVE**

The Consultant shall designate a primary representative with respect to the services to be performed or furnished. Said person will have complete authority on behalf of the Consultant to transmit instructions, receive information, and interpret and define the Consultant’s policies, and render decisions for the Consultant with respect to services. Alternate representatives proposed by the Consultant or the VILLAGE shall be subject to the approval of the VILLAGE.

Consultant’s Authorized Representative: Robert J. Roth, PE, President

Surveying by: RPS, Kalvin Klimeck, PE, RLS

Geotechnical by: As Yet Unidentified

**E. PLANS, DRAWINGS, MAPS AND OTHER DOCUMENTS PRODUCED**

1. All documents developed as a result of this Agreement are instruments of service with respect to this project. The VILLAGE shall have the unrestricted right to make, retain, use, publish, and/or provide to the public or any third party copies of any such documents for any purpose whatsoever as if the documents constituted work made for hire. It is expressly intended by the parties that no document that the VILLAGE has directly or indirectly paid the Consultant to produce under this agreement shall be subject to any copyright or other protection from unlimited copying and use by the VILLAGE or persons acquiring the documents through the VILLAGE.
2. Consultant shall maintain copies of all plans, maps, reports, drawings, computations, or other documents generated pursuant to this Agreement and make copies thereof available to the VILLAGE upon request. Digital copies shall be provided in any format requested by the VILLAGE at any time. Consultant shall not destroy its last remaining copy of any such document without first offering it to the VILLAGE for safekeeping.

## ***SECTION II – VILLAGE OF NEOSHO RESPONSIBILITIES***

### **A. VILLAGE RESPONSIBILITIES FOR PROJECT**

The VILLAGE, at its expense, shall do the following in a timely matter so as not to delay or hinder Consultant in its furnishing of services:

1. Furnish Consultant with reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to this Agreement, upon request. Unless otherwise specified, the Consultant may rely upon information furnished by the VILLAGE's authorized officers and employees without independent verification.
2. Schedule and properly notice and required public meetings, if necessary or recommended. Assist with arranging other meetings deemed necessary for the implementation of projects. These meetings may include meetings with agencies, land owners, concerned citizens, etc.
3. Take reasonable steps to arrange for access to and make all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform its work under this Agreement.
4. Give prompt written notice to the Consultant whenever the VILLAGE observes or otherwise becomes aware of any development that significantly affects the scope or time of performance or furnishing of the Consultant's services or any defect or nonconformance in the Consultant's services or in the work of any Contractor.
5. Furnish data in the VILLAGE's possession prepared by others to the Consultant relevant to any services rendered by this Agreement together with any existing professional interpretations of the foregoing.
6. Examine studies, reports, and other documents presented by the Consultant, and render, in writing, decisions pertaining thereto.
7. The Consultant shall not be responsible for the accuracy and completeness of data furnished by the VILLAGE, including, but not limited to, computations, record drawings, and maps furnished by the VILLAGE.
8. The VILLAGE agrees to clarify and define project requirements and to provide such legal, accounting, and insurance counseling services as it may deem necessary for the project.

### **B. VILLAGE'S AUTHORIZED REPRESENTATIVE**

The VILLAGE's Authorized Representative under this Agreement shall be the VILL or his/her designee, or duly appointed successor, who shall have complete authority to transmit instructions, receive information, interpret and define the VILLAGE's policies and decisions with respect to the Consultant's services under this Agreement.

### **SECTION III – PERIOD OF SERVICES**

#### **A. TIMETABLE**

The services under this Agreement shall be completed according to a scope and schedule agreed upon by the VILLAGE and the Consultant. However, the parties mutually agree as part of this Engineering Services Agreement that the following timetable shall apply to this project:

Phase 1 – Dam Monitoring & Gate Investigation	2024-2026
Phase 2 – 25% Dam Design / Plans	TBD
Phase 3 – 50% Dam Design / Plans	TBD
Phase 4 – 95% Dam Design / Plans	TBD
Phase 5 – Construction Services	TBD

Any changes in the scope or schedule for completion shall require a mutual written agreement between the VILLAGE and the Consultant.

#### **B. TERM OF AGREEMENT**

This Agreement shall commence as of the date set forth above and shall expire on the date upon which the final documents for all parts of the project are received by the VILLAGE.

#### **C. TERMINATION OF AGREEMENT**

1. The obligation to provide further services under this Agreement may be terminated:
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
2. By the Consultant upon seven days written notice if the VILLAGE has failed to pay for previous services rendered and its account is more than 90 days past due.
3. By the VILLAGE effective upon the receipt of the VILLAGE's notice by the Consultant.
  - a. In the event of termination not based on the Consultant's failure to perform, the Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination based upon the reasonable values of such services performed to date. The basis for compensation set forth in this Agreement shall take precedence for any determination for the value of services performed.

## **SECTION V – GENERAL PROVISIONS**

### **A. INSURANCE**

Throughout this Agreement, the Consultant shall maintain insurance coverage for Worker's Compensation, General Liability, and Professional Liability with limits reasonably acceptable to the VILLAGE. The Consultant shall provide the VILLAGE with a Certificate of Insurance upon request showing the required coverage.

### **B. ENTIRE AGREEMENT**

This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement may not be modified except by a written agreement, duly executed by all parties.

### **C. INDEMNIFICATION**

The Consultant hereby expressly agrees to indemnify and hold the VILLAGE of NEOSHO and its agents harmless from and against all claims, costs, and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of services pursuant to this Agreement. The Consultant further agrees to aid and defend the VILLAGE or its agents (at no cost to the VILLAGE or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement, except where such suit is brought by the Consultant for the failure of the VILLAGE to perform under this agreement. The Consultant is not an agent or employee of the VILLAGE.

### **D. GOVERNING LAW**

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Wisconsin.

### **E. DISPUTE RESOLUTION**

1. In the event a dispute shall develop between the VILLAGE and the Consultant arising out of or related to this Agreement, the VILLAGE and Consultant agree to use the following process to resolve the dispute:
  - a. The VILLAGE and the Consultant agree to first negotiate all disputes between them in good faith.
  - b. If the VILLAGE and the Consultant are unable to resolve the dispute by negotiation as described above, the VILLAGE and the Consultant agree to submit the dispute to non-binding mediation.
    - 1) The cost of any mediator shall be paid equally by the parties, and each party shall be responsible for its own legal and other

costs of participating in the mediation.

- 2) If the VILLAGE and the Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

**F. SEVERABILITY**

If any provision of this Agreement shall, under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

**VILLAGE OF NEOSHO**

\_\_\_\_\_  
Chris Oldenhoff, Village President



\_\_\_\_\_  
CONSULTANT, Robert J. Roth, PE President

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

Date: June 27, 2024