

**CITY OF NEENAH**  
**FINANCE AND PERSONNEL COMMITTEE MEETING**  
**Monday, January 9, 2023– 6:00 p.m.**  
**Council Chambers, Neenah City Administration Building**  
**211 Walnut Street, Neenah, Wisconsin**

**NOTICE IS HEREBY GIVEN, pursuant to the requirements of Wis. Stats. Sec. 19.84, that a majority of the Neenah Common Council may be present at this meeting. Common Council members may be present to gather information about a subject over which they have decision-making responsibility. This constitutes a meeting of the Neenah Common Council and must be noticed as such. The Council will follow the same agenda as the committee, but will not take any formal action at this meeting.**

**AGENDA**

1. Public Appearances
2. Approval of Minutes from the December 12, 2022 Regular Meeting and December 21, 2022 Special meeting (minutes can be found on the City's website)
3. 2023 Intermunicipal Agreement for Dial A Ride (Attachments) (Kasimor)
4. Request to Purchase Necessary Hardware to Migrate to T2 Systems for Parking Enforcement (Attachment) (Wenninger)
5. Request to Carry 2022 Operating Funds Forward to be Expended in 2023 (Attachment) (Wenninger)
6. Contract for Interim Market Update Assessment Services – Associated Appraisal (Attachment) (Schmidt)
7. Resolution 2023-01: Fee Schedule Changes (Attachments) (Kahl)
8. Resolution 2023-02: Weights and Measures Fees (Attachment) (Jefferson)
9. The Committee will convene into closed session pursuant to Wis. Stat. Sec. 19.82(2) to confer with City Attorney who will render advice concerning strategies with respect to pending or impending litigation involving the City.
10. The Committee will reconvene into open session to consider action on the City Attorney's report of pending or threatened litigation.
11. Adjournment

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Clerk's Office (920) 886-6100 or the **City's ADA Coordinator at (920) 886-6106 or e-mail [attorney@ci.Neenah.wi.us](mailto:attorney@ci.Neenah.wi.us)** at least 48 hours prior to the scheduled meeting or event to request an accommodation.



*Department of Community Development*  
211 Walnut St., P.O. Box 426, Neenah, WI 54957-0426  
Phone: 920-886-6125 Fax: 920-886-6129  
website/e-mail: [www.ci.neenah.wi.us](http://www.ci.neenah.wi.us)

## **MEMORANDUM**

**TO:** Chairman Erickson and members of the Finance and Personnel Committee

**FROM:** Carol Kasimor, Assistant Planner

**DATE:** January 5, 2023

**SUBJ: 2023 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing**

The attached intermunicipal agreement with the City of Appleton allows use of State and Federal funds received by Valley Transit for Dial-A-Ride program costs for City residents. The Village of Fox Crossing also operates a program for their residents and costs are detailed for each program in the agreement.

The estimated contribution by the City of Neenah for Dial-A-Ride services is on page 1 of the agreement. Valley Transit has estimated the local share of the cost for the program in the Cities of Neenah and Menasha to be \$44,677. We have budgeted resources totaling \$53,440 for the Neenah-Menasha program funded primarily from the two Cities, Winnebago County, and United Way Fox Cities.

There are no other major changes from the 2022 agreement.

**The Department recommends approval of the 2023 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing.**

**2023 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301  
BETWEEN THE CITIES OF APPLETON AND NEENAH AND THE VILLAGE OF FOX CROSSING,  
TO PROVIDE FOR COST-SHARING OF TRANSIT SERVICES FOR THE ELDERLY**

**I. THE PARTIES**

The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

The City of Neenah, a Wisconsin municipal corporation, doing business at 211 Walnut Street, Neenah, Wisconsin 54956 ("Neenah").

The Village of Fox Crossing, a Wisconsin municipal corporation, doing business at 2000 Municipal Drive, Neenah Wisconsin 54956 ("Fox Crossing").

Together, the municipalities may be jointly referred to as "the Parties".

**II. THE RECITALS**

**WHEREAS**, the City of Appleton, the owner of Valley Transit, assumes responsibility for and direction of its operations, and

**WHEREAS**, the City of Neenah and the Village of Fox Crossing operate Northern Winnebago Dial-A-Ride, a transportation program (hereinafter referred to as "DIAL-A-RIDE") for the benefit of the elderly of the Cities of Neenah and Menasha, and the Village of Fox Crossing, and

**WHEREAS**, the Cities of Appleton and Neenah and the Village of Fox Crossing wish to coordinate services to maximize outside revenue sources.

**III. THE AGREEMENT**

**NOW, THEREFORE**, the Cities of Appleton and Neenah and the Village of Fox Crossing by their respective representatives, do hereby agree as follows:

1. **COST-SHARING AGREEMENT.**

Expenses for the Dial-A-Ride program will be shared based on the following formula:

$$\begin{aligned} & \text{Dial-A-Ride x Contract Cost} \\ & - \text{Federal Share} \\ & - \text{State Share} \\ & - \text{Farebox Revenues} \\ & + \text{Administrative Charge} \\ & = \text{City of Neenah and Village of Fox Crossing Estimated Contribution} \end{aligned}$$

Valley Transit, the City of Neenah and the Village of Fox Crossing estimate that there will be 8,800 rides in 2023. Cost estimates are as follows:

**Breakdown by Municipality of Total  
Costs**

	<u>Total Program Cost</u>	Neenah/Menasha (6,800 rides)	Village of Fox Crossing (2000 rides)
Cost for Dial-A-Ride (8,800 X \$17.85)	\$157,080	\$121,380	\$35,700
Federal Share	(38,125)	(31,051)	(7,074)
State Share	(43,990)	(33,990)	(10,000)
Fares (\$3.50)	(30,800)	(23,800)	(7,000)
Administrative Charge	<u>15,708</u>	<u>12,138</u>	<u>3,570</u>
City of Neenah and Village of Fox Crossing Estimated Contribution*	\$59,873	\$44,677	\$15,196

Actual costs will be based on actual ridership, federal share, state share, and fares in 2023.

\*This cost figure is illustrative given that the amounts used in the formula are estimates.

2. **METHOD OF PAYMENT.** Payment by Valley Transit to the contractor will be made monthly based on ridership information provided by the City of Neenah and the Village of Fox Crossing to Valley Transit. Valley Transit will invoice the City of Neenah and the Village of Fox Crossing for its contribution on a monthly basis.
3. **LENGTH OF AGREEMENT.** This agreement shall be for the calendar year 2023. Renewal shall occur upon mutual agreement by the parties 30 days prior to the termination date of this contract.
4. **PROGRAM ADMINISTRATION AND REPORTING.** Valley Transit, the City of Neenah and the Village of Fox Crossing shall be responsible for administration of the Dial-A-Ride Program.
5. **INSPECTION.** Both parties agree to allow inspection of each other's records and books so far as permitted by law. Record inspection shall be allowed upon reasonable notice in order to confirm compliance with the terms and conditions of this agreement.
6. **AUDIT.** Any audits required for Dial-A-Ride services will be added to the total cost of those services, and the City of Neenah's and the Village of Fox Crossing's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
7. **INDEMNIFICATION.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
8. **INSURANCE.** The Cities of Appleton and Neenah and the Village of Fox Crossing agree at all times during the existence of this Agreement to keep in force the following insurance coverages:

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
Worker's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 Each Occurrence
Auto Liability	\$1,000,000 CSL

9. **DISCRIMINATION.** In connection with the performance of work under this agreement, the Cities of Appleton and Neenah and the Village of Fox Crossing agree not to discriminate against any

employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, development disability as defined in §5101 (5), Wis. Stats., national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.

10. **CONDITIONS**. This agreement is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the Cities of Appleton and Neenah and the Village of Fox Crossing shall serve to terminate this agreement.

11. **MODIFICATION/TERMINATION**. Failure to comply with any material part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by a written addendum signed by the authorized representatives of each party.

12. **ELECTRONIC SIGNATURES**. This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

**CITY OF APPLETON**

BY: \_\_\_\_\_  
JACOB A. WOODFORD, MAYOR

By: \_\_\_\_\_  
KAMI LYNCH, CITY CLERK

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,  
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

\_\_\_\_\_  
JERI A. OHMAN, FINANCE DIRECTOR

\_\_\_\_\_  
CHRISTOPHER R. BEHRENS, CITY ATTORNEY

**CITY OF NEENAH**

BY: \_\_\_\_\_  
JANE LANG, MAYOR

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHARLOTTE NAGEL, CITY CLERK

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
DAVID C. RASHID, CITY ATTORNEY

**VILLAGE OF FOX CROSSING**

BY: \_\_\_\_\_  
DALE YOUNGQUIST, VILLAGE PRESIDENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
DARLA M. FINK, VILLAGE CLERK

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
ANDY ROSSMEISSI, VILLAGE ATTORNEY  
CL: A22-0939AKA



*Information Systems*  
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426  
Phone 920-886-6174 • e-mail: jwenninger@ci.neenah.wi.us  
JOSEPH L. WENNINGER  
INFORMATION SYSTEMS DIRECTOR

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## MEMORANDUM

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**DATE:** Wednesday, January 4, 2023  
**TO:** Chairperson Erickson and Members of the Finance and Personnel Committee  
**FROM:** Joseph L. Wenninger, Information Systems Director  
**RE:** Request to Purchase Necessary Hardware to Migrate to T2 Systems for Parking Enforcement

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I am requesting approval to expend \$16,500 on necessary hardware to migrate the City's parking enforcement solution from NuPark to T2 Systems, with Downtown Parking Funds in TIF 8 utilized for the expenditure.

Hardware devices being acquired at this time are replacement mobile printers for vehicles and replacement tablet in the Parking Enforcement vehicle.

<u>Description</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Replacement of Zebra iMZ320 printers in vehicles with Zebra ZQ320 printers.	13	\$775.00	\$10,075.00
Replacement of the Panasonic Tablet in the LPR Vehicle with a Panasonic Enforcement Tablet. Delivered with software installed and configured. (LPR replacement likely in 2025.)	1	\$6,400.00	\$6,400.00
<b>Hardware Costs</b>			<b>\$16,475.00</b>

If you have any questions please feel free to reach out to me at your leisure or I will be happy to address them during the January 9<sup>th</sup> Finance and Personnel Committee meeting. Thanks.



*Information Systems*  
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426  
Phone 920-886-6174 • e-mail: jwenninger@ci.neenah.wi.us  
JOSEPH L. WENNINGER  
INFORMATION SYSTEMS DIRECTOR

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## M E M O R A N D U M

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**DATE:** Wednesday, January 4, 2023  
**TO:** Chairperson Erickson and Members of the Finance and Personnel Committee  
**FROM:** Joseph L. Wenninger, Information Systems Director  
**RE:** Request to Carry 2022 Operating Funds Forward to be Expended in 2023

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**I am requesting approval to carry forward the following unspent 2022 Operating Budget funds. \$8,000 from account 043-1701-708-0235 (Outside Software Services), \$10,000 from account 043-1781-708-8114 (Computer Software Outlay) and \$2,000 from account 043-1781-708-8115 (Computer Hardware Outlay).**

I had intended to utilize these funds prior to the end of 2022 to procure consulting services to expand and fine tune the City's Citrix environment and to purchase additional thin client devices to deploy but with staff efforts concentrated on the O365 migration and staff time off during the holiday I did not get this accomplished.

Again, a Citrix Environment is a Virtual desktop infrastructure (VDI) environment where desktops are hosted on a central server. Images run within virtual machines (VMs) and are delivered to end clients over a network. Those endpoints in the City's environment are thin client or chrome book devices. The benefits of a virtual environment are:

### **Cost savings**

VDI software can also be a strong cost-saving measure, because the majority of processing in VDI is server-based eliminating relatively expensive devices as endpoints. VDI access can instead take place from an inexpensive thin client, reducing the need to make frequent new endpoint device purchases.

### **Centralized management**

Administrators can apply software patches and updates, change configurations, and enforce policies for all virtual desktops across the deployment. In this way, VDI software allows for fine-tuned control and secure isolation of OS images from a central server, which is a less complicated setup than managing desktops and laptops running OS locally.

### **Improved security**

VDI offers security improvements compared with running everything locally. All data from a VDI connection lives on the server, not the device. So, if an endpoint is ever stolen, there's nothing to



**CITY OF NEENAH**  
**Information Systems Department**

January 5, 2023 – Page 2

exfiltrate from its local storage. In addition, the VDI environment is fully and centrally controlled from a datacenter. With centralized management of patches and updates the City's IS staff has total control over the patch and update process.

If the carry forward request is approved, Information Systems will have expended 94% of their 2022 Operating Budget.

If you have any questions please feel free to reach out to me at your leisure or I will be happy to address them during the January 9<sup>th</sup> Finance and Personnel Committee meeting. Thanks.



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## M E M O R A N D U M

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**DATE:** January 9, 2023  
**TO:** Chairman Erickson and Members of the Finance & Personnel Committee  
**FROM:** Brad Schmidt, AICP, Deputy Director of Community Development  
**RE:** Contract for Interim Market Update Assessment Services – Associated Appraisal

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### **Request**

The Community Development and Assessment Department is requesting approval of a contract with Associated Appraisal Consultants, Inc. to conduct an interim market update revaluation for all taxable real estate in the City. The last revaluation occurred in 2019.

### **Revaluation Rationale**

The real estate market has been very strong since our last revaluation in 2019. Housing supply conditions have been, and remain, extremely low. Builders have also faced an economic fallout of the pandemic with delays in material delivery, rising cost of raw material, and difficulty in hiring construction workers. This has resulted in the City's median home value increasing 35% from 2019 to 2022. Even with less sales activity and an increase in interest rates since 2019, home prices remain high due to the housing supply remaining low. Neenah is not an abnormality as the entire country has experienced similar conditions.

Assessed property values in the City are significantly lower than market values based on recent sales. As provided by the Wisconsin Department of Revenue, the 2022 assessment ratio is 86.8% (13.2% below market value). Without a revaluation, the City's 2023 assessment ratio is projected to be below 80%. State law requires municipalities to assess real estate to +/- 10% of market value.

Analysis of real estate property sales has shown there are geographic inequities due to sale prices rising at different rates for different types of homes. Starter homes, rentals and newly constructed homes have shown the highest inflation of values while higher-end homes have not seen as dramatic of an increase. It is important that all properties are assessed consistently with the market in order to have equitable values, ensuring all property owners are paying their fair share of real estate property taxes.

An interim market revaluation does not require an interior physical inspection of properties. Only properties that were newly constructed or have had interior or exterior improvements in 2022, will be physically inspected. Once inspections are completed, all real property in the City will have their assessments adjusted to market value. All property owners will receive a notice of assessment letter in late summer 2023.

### **Contract and Timing**

Associated Appraisal has provided assessment services for the City since 2013. Mark Brown, President of Associated Appraisal, has been the City's project manager since 2013 and will lead the interim market update revaluation. Associated Appraisal and Mr. Brown have significant experience and knowledge of Neenah's real estate market. In addition, Mr. Brown assisted the City of Neenah with the revaluation in 2019.

In order to complete the necessary data collection, value analysis and review of data, City staff will begin immediately in order to achieve a completion date of late summer 2023.

Funding for this request is budgeted in the 2023 Operating Budget and more specifically, with ARPA one-time expenditures.

### **Recommendation**

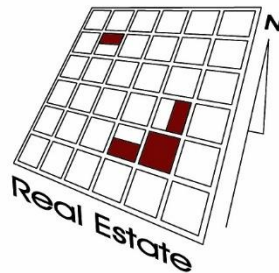
**An appropriate recommendation at this time is to recommend Common Council approve the 2023 *Contract For Interim Market Update Assessment Services* with Associated Appraisal in the amount of \$50,000.**

# **CONTRACT FOR INTERIM MARKET UPDATE ASSESSMENT SERVICES**

Prepared for the  
**City of Neenah**  
Winnebago County

By

***Associated Appraisal  
Consultants, Inc.***



**Appleton Office  
W6237 Neubert Rd. | P.O. Box 291  
Greenville, WI 54942-0291  
Phone (920) 749-1995/Fax (920) 731-4158**

Lake Geneva Office  
Walworth County  
Lake Geneva, WI 53147

Ironwood, Michigan Office  
Ironwood, MI 49938

Hurley Office  
Iron County  
P.O. Box 342  
Hurley, WI 54534-0342

## SECTION I GENERAL AGREEMENTS

This Contract is by and between the **City of Neenah, Winnebago County, State of Wisconsin**, a municipal corporation (hereinafter "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

*IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:*

### **1. SCOPE OF SERVICE:**

Assessor shall provide "expert help" for an interim market update revaluation of all taxable real estate in the City of Neenah, Winnebago County, State of Wisconsin, pursuant to Wisconsin Statutes 70.055, for the assessment year of **2023**, for which service the Municipality agrees to pay Assessor the sum of compensation outlined in Section V of this Contract. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the Wisconsin Property Assessment Manual and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this Contract. Additional detail of the duties performed by the Assessor and Municipality are further described in Appendix A that is attached hereto and incorporated herein by reference.

### **2. ASSIGNMENT OF CONTRACT:**

Assessor will not assign, subcontract, or transfer this Contract or any part of this Contract without written approval from the Municipality.

### **3. PERSONNEL:**

Assessor shall provide certified, experienced, and competent employees of good character to perform all work necessary during the various phases of the revaluation program. All field staff members shall carry a photo identification tag and drive a vehicle clearly marked with our Assessor name. If the Municipality shall at any time during the program consider the services of any employee to be unsatisfactory, Assessor shall immediately remove such employee upon written request.

### **4. INSURANCE AND INDEMNITY:**

Assessor shall maintain during the term of this Contract full insurance coverage to protect and hold harmless the Municipality. Insurance shall include: (a) worker's compensation in compliance with state laws, (b) comprehensive general and public liability covering operation, (c) comprehensive automobile liability and property damage with coverage to include owned, hired, and non-hired motor vehicles used by Assessor, and (d) proper and sufficient insurance to cover loss of records withdrawn from the Municipality by Assessor for its use as well as records in process under this Contract. Assessor shall not be responsible for loss of records destroyed by fire, theft, or Act of God while kept in the office supplied by the Municipality.

Limits of liability shall not be less than:

(a) Workers Compensation

State of Wisconsin requirements

(b) General Liability

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit	\$ 1,000,000
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The Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums. The insurance provider will be authorized to transact business in the State of Wisconsin.

Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.

The Municipality agrees to defend and indemnify and save harmless the Assessor, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes, brought or recovered against, whether based in contract, negligence or otherwise. Neither party shall be liable to the other for consequential, indirect, or incidental damages, including but not limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise.

**5. ROLE OF ASSESSOR:**

As Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to Section 19.01, Wis. Stats. and be filed with the Municipal Clerk prior to commencing duties. Assessor shall assume the appointed office of City Assessor as per Wisconsin Statutes secs. 62.09 (1)(c) and 70.05(1) for the duration of this Contract and shall perform all statutory duties appertaining to such office. The Assessor shall be considered a public officer and afforded the protection from civil liability under sec. 895.46(1), Wis. Stats. for carrying out duties while acting within the scope of the Assessor's employment as an officer of the Municipality. As such, and except for those claims and liabilities based upon intentional acts of Assessor, Municipality shall hold harmless Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under Wisconsin Statutes secs. 74.35, 74.37 and circuit court claims, unless otherwise specified in this Contract.

**6. PUBLIC RELATIONS:**

Assessor and Municipality shall carry on, during the revaluation, a suitable program of public information in a manner dictated by experience to be most effective and productive. Upon written request, Assessor agrees to meet with the governing body of the Municipality to discuss areas of work such as public relations, procedures, progress, valuations, and concerns.

**7. DURATION:**

Assessor shall complete all work on or before October 30<sup>th</sup> of the year in which the revaluation services are contracted for. If unforeseen circumstances delay the completion of work, an extension of 30 days will be granted upon mutual consent and are further described in Appendix B that is attached hereto and incorporated herein by reference

Assessor with the assistance of Municipality staff shall timely respond to all open records requests received by Assessor. In so doing, Assessor and Municipality shall comply with the confidentiality provisions of the Wisconsin Statutes, including but not limited to Wis. Stat. § 70.35(3) regarding the personal property return, Wis. Stat. 70.47(7)(af) regarding income and expense information, and Wis. Stat. 77.265 regarding the real estate transfer return. Assessor shall timely communicate to Municipality any open records inquiries or issues raised by a property owner directly to Assessor which may require additional follow-up by the Municipality. Assessors shall also otherwise cooperate with Municipality in responding to open records requests.

**8. AVAILABILITY:**

The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week from 8:00 a.m. to 4:30 p.m. excluding holidays and Assessor paid time off. Internet communication is available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within two working days or sooner. The Assessor shall copy the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor.

**9. COMPLETION OF ASSESSMENT ROLL AND REPORTS:**

Assessor with the assistance of Municipality staff shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the Wisconsin Property Assessment Manual. Roll transmittal and reception must be made and maintained in accordance with Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year, and follow any County or Municipality prescribed business formats as provided under Wis. Stat. § 70.09(3)(c). Assessor shall provide final assessment figures for each property to Municipality, and the roll shall be totaled to exact balance. Assessor shall timely prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue. Assessor shall prepare and submit the Agricultural Land Conversion Charge form to the County as required. Postage and mailing services are at the Municipality's expense.

## **SECTION II DATA COLLECTION & APPRAISAL**

### **1. PROPERTY RECORDS:**

- (a) Assessor and Municipality shall create a complete computer database of all parcels within the municipality, including information on each property's ownership, class, land size and use, and improvement information. The database shall be created using Municipality provided CAMA software and shall include digital photographs of primary improvements.
- (b) Municipality's existing records shall be used as a basis for analysis of sales and calculation of assessed values. Any errors found in existing records shall be corrected.
- (c) Property record cards shall be updated with computer-generated data sheets, showing the property information used as a basis for the revaluation, including the measurements of all primary building improvements. Assessment records shall include all data and material obtained and/or used for the valuation of properties.
- (d) All records prepared or maintained about assessments in the Municipality shall always be and remain the sole property of the Municipality.

### **2. FIELD INSPECTIONS:**

The Assessor may make occasional field inspections when deemed necessary by the Assessor or Municipality. All such inspections will be conducted between the hours of 8:00 AM and 7:00 PM, Monday through Friday, excluding legal holidays. Existing property records will be used as a basis for analysis of sales and computation of assessed values.

### **3. DWELLING DATA:**

When appraising single-family and multi-family dwellings, Assessor shall consider the physical characteristics and condition of the dwelling. Such characteristics shall include the type of dwelling, story height, square footage, basement area, wall construction, siding type, roof, floors, interior finish, heating system, fireplaces, plumbing fixtures, number of rooms, age, physical condition, overall quality of construction, and attachments such as garages, decks, and porches. Sales data and rental information will be documented and considered when applicable. All information collected will be recorded as a permanent part of the property records.

### **4. VACANT LANDS:**

Parcels of vacant land will be viewed by way of recent aerial photography. Sales data for vacant lands will be collected and compiled based on neighborhoods or geographic locations within the municipality. Land values will be derived from vacant and improved sales and will consider all factors that may affect resale value, such as location, size, shape, topography, zoning, utilities, current use, and other factors. In developing land values, all forms, maps, and land valuation tables shall be left with the Municipality. All maps such as plat maps, zoning maps or other maps needed to accurately value land will be supplied by Municipality or obtained at the Municipality's expense.

### **5. APPROACH TO VALUE:**

Assessor with the assistance of Municipality staff shall assess all taxable real estate per market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach, and the income approach in the valuation of all taxable property.



**(a) Sales Comparison Approach.** Assessor with the assistance of Municipality staff will collect, compile, and analyze all available sales data for the municipality to become familiar with the prevailing market conditions and activity. A detailed analysis of sales data will be prepared, including a picture book of recent residential and agricultural sales. Vacant land sales will also be compiled and analyzed. In valuing property by the sales comparison approach, subject properties will be appraised through a detailed comparison to similar properties that have recently sold, making careful consideration of similarities and differences between the subject and comparable sale properties.

**(b) Cost Approach.** The cost approach to value will be considered for all taxable improved property. Replacement costs for residential and agricultural improvements will be calculated per Volume II of the *Wisconsin Property Assessment Manual*. Replacement costs for commercial improvements will be calculated using Marshall & Swift valuation service. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence will be accurately documented and deducted from current replacement costs.

**(c) Income Approach.** Consideration of the income approach to value will be made when the income or potential income generated by the real estate is deemed likely to affect the property's resale value. Data to be analyzed will include economic rents, typical vacancy rates and typical operation expense ratios. In the valuation of property by the income approach, adequate records will be prepared, showing a reconstruction of income and expenses, as well as all calculations used to arrive at market value, including formulas and capitalization rates as appropriate to the type of property being appraised.

### **SECTION III NOTIFICATION & DEFENSE OF ASSESSMENTS**

#### **1. ASSESSMENT NOTICES:**

A notice of assessment shall be mailed for each taxable parcel of property whose assessed value has changed from the previous year. Assessor and Municipality shall be responsible for the preparation and timely mailing of all assessment notices by First Class Mail. The Municipality shall be responsible for the cost of all postage and mailing services.

#### **2. OPEN BOOK:**

At the completion of the revaluation work and following statutory requirements, the Assessor and Municipality shall hold informal hearings referred to as the Open Book, prior to the Board of Review. During the Open Book, interested property owners may view the assessment roll and discuss their individual appraisals. Municipality shall take the phone calls to schedule appointments for the open book conference. In addition to Municipality staff, the Assessor shall provide adequate staff as deemed necessary by the Municipality and Assessor to accommodate the projected attendance. Assessor shall work with the Municipality to determine the date when the Open Book will take place. The Municipality will provide an appropriate area to conduct the Open Book. Unless otherwise specified in this Contract, the informal hearings will be held for as many days needed. Open book assistance from the Assessor exceeding (4) days shall require additional compensation.

### **3. BOARD OF REVIEW:**

Assessor shall furnish a representative for as many days as needed to provide sworn oral testimony at the Board of Review in support of all assessed values being formally challenged. Municipality shall comply with state statutes and Department of Revenue training requirements about Board of Review hearings. Municipality agrees that all Board of Review appeals must be made in a formal manner, by filing a completed Form of Objection with the Clerk at least 48 hours before the opening of the Board of Review. In the event of any appeal beyond the Board of Review to the Department of Revenue or to the Courts, Assessor shall provide a representative to furnish testimony in defense of the values established by the revaluation for all such cases within the first 90 days after adjournment of the Board of Review for up to eight (8) employee hours per parcel. Testimony more than eight (8) employee hours per parcel will require an addendum to this Contract. The Municipality agrees to be responsible for the Assessor's attendance at all hearings of the Board of Review, and to testify under oath regarding the assessed values. All Board of Review appeals must be made in a formal manner, which complies with the State Statutes governing the assessment process. This includes filing with the Clerk, prior to the Board of Review, a properly completed objection form. Any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.

## **SECTION IV ITEMS TO BE PROVIDED BY MUNICIPALITY**

### **1. MEETING SPACE:**

Municipality shall furnish a suitable space in which to hold the Open Book conference and the Board of Review at no cost to Assessor.

### **2. ACCESS TO RECORDS:**

Municipality shall allow access and make available to Assessor municipal records such as, but not limited to, previous assessment records and rolls, sewer, and water layouts, building permits, tax records, zoning ordinances and documentation pertaining to future land use planning.

### **3. MAPS:**

Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, or other maps currently in the possession of the municipality. If such maps necessary for our work are not in the possession of the municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

### **4. MAILING SERVICES COSTS:**

Municipality shall be responsible for the cost of all mailing services and postage associated with the revaluation program. This cost includes, but is not limited to, a general informational mailing, requests for income and expenses, written requests to view property, notices of assessment, and mailing of documents such as maps and assessment rolls. If Municipality requires Assessor to send letters by certified mail, Municipality shall be responsible for the mailing services and postage costs of certified mail.

**SECTION V**  
**COMPENSATION & TERMS OF PAYMENT**

**1. COMPENSATION:**


Payment shall be made monthly for services and expenses incurred during the previous month. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the Board of Review. All payments shall be made to: Associated Appraisal Consultants, Inc., P.O. Box 291, Greenville, Wisconsin, 54942-0291.

**2. COST OF SERVICES:**

Assessor shall perform all the services stated in the above Contract for the assessment year of **2023**, per to the terms specified herein for the sum of: **Fifty Thousand Dollars (\$50,000.00)**.

- (a) This Contract runs simultaneously with the 2021-2025 Contract for Maintenance Assessment Services dated and signed by the Assessor on June 16, 2020, and the Municipality on December 3, 2020. The Municipality shall continue to pay the Assessor **Thirty-Six Thousand Five Hundred Dollars (\$36,500.00)** for 2023 assessment year. Compensation will continue to be paid in monthly installments throughout the 2023 assessment years.
- (b) Municipality shall not be billed for supplies, mileage, or any other additional travel expenses, unless otherwise specified in this Contract and/or addenda.
- (c) Additional compensation that may be due to the Assessor as a result of services requested by the Municipality that are beyond the scope of this Contract will be invoiced in the month subsequent to the month in which the services were provided.

**3. SIGNATURES:**

  
\_\_\_\_\_  
Mark Brown  
President  
Associated Appraisal Consultants, Inc.

\_\_\_\_\_  
01/05/2023  
Date

\_\_\_\_\_  
Authorized Municipality Signature  
City of Neenah – Winnebago County

\_\_\_\_\_  
Date

## **APPENDIX A SCOPE OF SERVICE DETAILS**

This Appendix A is attached to and incorporated into the Contract for Interim Market Update Assessment Services made by the **City of Neenah, Winnebago County, State of Wisconsin**, a municipal corporation (hereinafter “Municipality”) and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as “Assessor”).

*IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:*

### **I. Assessment Duties of the Assessor:**

- 1) The Assessor will generally be responsible for the oversight, review and validation of assessment functions performed by the Municipality. The Assessor shall continue to be the statutory Assessor for the 2023 assessment year and shall ultimately be responsible for the completion and defense of all necessary documents pursuant to and in accord with Chapter 70 of the Wisconsin Statute, as amended from time to time.
- 2) The Assessor shall provide office hours one day per week. Said days shall be mutually agreed upon and shall take place at a location approved by the Municipality.
- 3) The Assessor will generally act in an advisory capacity to Municipality Assessment staff, including providing guidance and training to personnel with respect to assessment information, practices, procedures customarily utilized by the Assessor. Such training shall be accomplished with a reasonable time of need and within the Assessor’s regular office hours during the term of this Contract.
- 4) The Assessor shall be responsible for all listing, valuation, and processing of appeals for all property classified as Commercial under Wisconsin Statutes 70.32(2) and all waterfront property classified as Residential under Wisconsin Statutes 70.32(2).
- 5) The Assessor with support of Municipality staff will recalibrate all CAMA tables for both vacant land and improved taxable real estate and personal property parcels or accounts. Descriptive and inferential statistics will be used to calibrate the CAMA model. New market calibrated depreciation tables will be specified for residential properties as obtained through a sales analysis of the calendar year 2020 through 2022 arm’s-length valid vacant and improved sales in the City of Neenah.
- 6) The Assessor will review as needed any real estate valuation proposals prepared by the Municipality utilizing its CAMA system and standard market modified cost approach techniques and make recommendations as necessary for modification of values.
- 7) The Assessor shall prepare for the Municipality approval, practices, procedures, and an implementation strategy to utilize an income approach for the valuation of commercial class property.

- 8) The Assessor shall review and as necessary modify personal property value recommendations prepared by the Municipality.
- 9) The Assessor shall conduct and process all Open Book reviews and any other reviews as assigned in cooperation with Municipality staff, for all property classified as Commercial under Wisconsin Statutes 70.32(2) and all waterfront property classified as Residential. The Assessor shall assist Municipality staff for all property classified as Residential.
- 10) The Assessor shall defend and/or assist Municipality staff on all assessment roll valuation hearings before the Board of Review. In the event of a subsequent appeal of a Board of Review decision to the Wisconsin Department of Revenue or the Courts, the Assessor shall appear as necessary to continue their defense of any appealed value. Assessor shall be available upon request of the Municipality to furnish testimony in defense of the values determined for up to eight (8) employee hours per parcel. Testimony more than eight (8) employee hours will require an addendum to this Contract.
- 11) The Assessor with support of Municipality staff shall be responsible for the completing and filing of all required reports to the Wisconsin Department of Revenue by the required deadline.
- 12) The Assessor shall provide at its own cost all transportation requisite to perform the responsibilities related to Assessor staff.
- 13) The Assessor shall be available to attend, upon request of the Municipality, Committee and/or Council meetings or other miscellaneous prescribed meetings upon reasonable prior notice. These meetings shall not exceed more than six (6) hours.
- 14) The Assessor shall provide a local telephone number and email address to be used by Municipality personnel to contact the Assessor (assessor) during normal business hours for any matter.
- 15) The assessor shall present a positive, professional image in both conduct and dress while working with Municipality staff and the public.
- 16) The Assessor with support of Municipality staff shall create a timeline for completion of significant events of the project such as the completion of field inspections, sales analysis, and CAMA table updates.

## **II. Assessment Duties of the Municipality:**

- 1) The Municipality generally remains responsible for the administration of the assessment process and the assessment roll.
- 2) The Municipality shall assist the Assessor as needed with the preparation of materials associated with mandatory reporting requirements.
- 3) The Municipality shall respond to normal and customary internal and external requests for assessment information and correspondence.
- 4) The Municipality shall provide personnel assistance to the Assessor in accomplishing assessment related activities.
- 5) The Municipality shall maintain the CAMA database of all real and personal property.
- 6) The Municipality shall conduct residential Open Book sessions in cooperation with the Assessor.
- 7) The Municipality shall assist the Assessor with preparing necessary documentation needed to defend assessment roll valuations before the Board of Review.
- 8) The Municipality shall complete property discovery and valuation activities for both real estate and personal property as required or not previously specified.
- 9) The Municipality shall complete property listing activities for both real and personal property, and preliminary review of requests for property tax exemption.
- 10) The Municipality shall conduct preliminary valuation activities (i.e., sales, building permits, new construction) and report to the Assessor for review, validation and recommendation as needed.
- 11) The Municipality shall, in cooperation with the Assessor, prepare the annual assessment roll and associated notices of assessment change in accordance with Chapter 70 Wisconsin Statutes.
- 12) The Municipality shall facilitate the automation of property records utilizing a computerized system of valuation.
- 13) The Municipality shall provide the Assessor suitable office space and all necessary accessories to perform the functions related to property assessment.
- 14) The Municipality shall assist the Assessor as needed with final parcel valuation reviews during and after the recalibration of CAMA valuation tables to ensure all parcels are assessed at full market value in a fair and equitable manner from the best information available using professionally accepted appraisal practices.

## **APPENDIX B**

### **2023 INTERIM MARKET REVALUATION TIMELINE**

This Appendix B is attached to and incorporated into the Contract for Interim Market Update Assessment Services made by the **City of Neenah, Winnebago County, State of Wisconsin**, a municipal corporation (hereinafter “Municipality”) and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as “Assessor”).

*IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:*

#### **Neighborhood and Neighborhood Group Delineation** **January/February 2023**

- Review current neighborhood and neighborhood group delineations and revise as needed.

#### **Land Valuation** **January thru October 2023**

- Establish new front foot, square foot, lot, buildable and acreage unit prices/tables throughout the City for each delineated neighborhood.
- Review and apply influence factors on existing properties.
- Apply updated land tables in the CAMA system to provide uniform and equitable valuations for all locally taxable classifications.

#### **Cost/Depreciation Analysis & Model Calibration** **January thru April 2023**

- Analyze sales and construction costs of new homes to determine a local modifier for existing cost tables or applied to the 2018 Wisconsin Department of Revenue Vol. II cost tables.
- Using sales residual techniques, analyze existing depreciation tables and update as needed.
- Document and adjust tables as needed to local sales information and market conditions.
- Establish new valuation models for both residential and commercial properties.

#### **Estimated Reports submitted to WIDOR** **April/May 2023**

- All estimated versions of required WIDOR forms such as the MAR will be submitted.

**Residential Final Value Review****April 2023 thru June 2023**

- Once the valuation model is completed, a final “drive-by review” will be conducted using the CAMA system for each parcel and changed to “Reviewed” status.
- Each residential property will have a comparable sales grid created showing three or more recent sales that could be used in the defense of the updated 2023 assessment.

**Commercial Final Value Review****January thru June 2023**

- Once the valuation model is completed, a final drive-by review will be conducted for each parcel and changed to “Reviewed” status.
- Each commercial class property will have a comparable sale (showing three or more recent sales if available), cost approach or income grid created that could be used in the defense of the updated 2023 assessment.

**Assessment Notices Mailed****June/July 2023**

- Each taxable parcel will receive a notice of assessment change with the 2023 value along with an informational insert letter outlining the open book review period.

**Open Book Conferences****July/August 2023**

- An open book period will be provided for all property owners to review, compare, and ask questions about the new valuations.

**Board of Review****September/October 2023**

- A Board of Review session(s) will be held for property owners who want to appeal their assessments after the open book process.

**Final Reports submitted to WIDOR****October 2023**

- All final versions of required WIDOR forms such as MAR, and SOA will be submitted.





*Finance Department*  
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426  
Phone 920-886-6140 • Fax: 920-886-6150  
e-mail: akahl@ci.neenah.wi.us  
ANDREW KAHL, CPA  
*Interim Director of Finance*

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## M E M O R A N D U M

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**DATE:** January 6, 2023  
**TO:** Mayor Lang, Chairman Erickson and Members of the Finance & Personnel Committee  
**FROM:** Andrew Kahl, CPA, Interim Director of Finance  
**RE:** Changes to the Fee Schedule

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In December 2022 I requested departments review their fees for appropriateness and competitiveness and provide me with any requested changes for Committee and Council review. Resolution 2023-01, attached below, contains the suggested changes. They include one change from DOLAS and several changes from Public Works. Attached below the resolution are memos from each department justifying the proposed fee adjustments. Staff will also be on hand at the 1/9 committee meeting to further discuss.

Please let myself or applicable staff know if you have any questions.



## RESOLUTION NO. 2023-01

### A RESOLUTION AMENDING THE FEE SCHEDULE OF THE CITY OF NEENAH.

**WHEREAS**, by Resolution #7185, the Common Council adopted a uniform fee schedule; and,

**WHEREAS**, administrative responsibilities have increased resulting in the current fee failing to cover the cost;

**NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NEENAH, WISCONSIN** this 18th Day of January 2023 that the uniform fee schedule established by Resolution #7185 is amended by adding the highlighted language and removing the stricken language as stated below:

CLERK	FEES	BASIS	CODE/ORD/RES
<b>LICENSES</b>			
Amusement Device	<del>\$40</del> \$75/machine	Annual – expires 6/30	Code §4-172 Res. No. <del>2013-37</del> 2023-01
<b>PUBLIC WORKS</b>			
<b>AUTOMATED COLLECTION CART FEES</b>			
Additional Refuse Cart (Residential)	<del>\$185.00</del> \$205.00 per cart	Annual	Ch 12, Res <del>2019-06</del> 2023-01
<b>NEW DEVELOPMENT</b>			
Public Storm Water Infrastructure	<del>\$5,000.00</del> \$9,000.00	Acre	Code §13-7
<b>GARAGE SERVICES (EQUIPMENT ONLY) (<del>MULTIPLY HOURLY RATE X 1-1/2 FOR "NON-CITY" WORK</del>)</b>			
Grader	<del>\$55.00</del>	<del>Hour</del>	EQUIPMENT RATES ON FILE WITH THE PUBLIC WORKS SUPERINTENDENT
Vac-All	<del>\$55.00</del>	<del>Hour</del>	
Street Sweeper	<del>\$70.00</del>	<del>Hour</del>	
Sewer Jet Machine	<del>\$70.00</del>	<del>Hour</del>	
Boom Truck	<del>\$45.00</del>	<del>Hour</del>	
Rubber Tire Roller	<del>\$35.00</del>	<del>Hour</del>	
Front End Loader	<del>\$55.00</del>	<del>Hour</del>	
Flusher	<del>\$35.00</del>	<del>Hour</del>	
Refuse Trucks	<del>\$45.00</del>	<del>Hour</del>	
5-Yard Dump Truck	<del>\$35.00</del>	<del>Hour</del>	

10-Yard-Dump-Truck	\$40.00	Hour
One-Ton-Dump-Truck	\$25.00	Hour
Air-Compressor	\$25.00	Hour
Chipper	\$25.00	Hour
Tractor-with-Mower	\$30.00	Hour
Tractor-or-Jeep-with-Snowplow	\$30.00	Hour
4-Inch-Pump	\$20.00	Hour
Under-4-Inch-Pump	\$15.00	Hour
Flat-Bed-Trailer	\$15.00	Hour
Pickup-Truck	\$15.00	Hour
Chain-Saw	\$12.50	Hour
Loader-with-Blower	\$75.00	Hour
Mower-Weed-Eater	\$10.00	Hour
Bobcat-Loader	\$30.00	Hour
Milling-Machine-and-Bobcat	\$40.00	Hour
Park-Loader-(590)	\$35.00	Hour
Backhoe	\$35.00	Hour
Utility-Cart	\$10.00	Hour

EQUIPMENT RATES ON FILE WITH THE PUBLIC WORKS SUPERINTENDENT

#### CITY OF NEENAH GARAGE SERVICES (GENERAL) (LABOR & EQUIPMENT)

Residential Dumpster Rental (1 CY)	<del>\$30</del> \$85	Per Collection
Residential Dumpster Collection (2 CY)	<del>\$50</del> \$130	Per Collection

#### STREET / RIGHT OF WAY EXCAVATION PERMIT

	<del>2018</del>	<del>2019</del>	<del>2020</del>	<del>2021</del>	<del>2022</del>		2023	2024	2025	2026	2027	
4" or 6" Sidewalk or Apron (Incl. Colored)	<del>\$11.50</del>	<del>\$12.00</del>	<del>\$12.50</del>	<del>\$13.00</del>	<del>\$13.50</del>	Sq. Ft.	16.00	16.50	17.00	17.50	18.00	Ch. 14, Div II, Res. <del>2017-33</del> 2023-01
Curb and Gutter	<del>\$58.00</del>	<del>\$60.00</del>	<del>\$62.00</del>	<del>\$64.00</del>	<del>\$66.00</del>	Lin. Ft.	72.50	75.00	77.50	80.00	82.50	Ch. 14, Div II, Res. <del>2017-33</del> 2023-01
Concrete Pavement - Final Patch	<del>\$16.00</del>	<del>\$16.50</del>	<del>\$17.00</del>	<del>\$17.50</del>	<del>\$18.00</del>	Sq. Ft.	20.00	20.50	21.00	21.50	22.00	Ch. 14, Div II, Res. <del>2017-33</del> 2023-01
Asphalt Pavement/Oil & Chip - Final Patch	<del>\$12.00</del>	<del>\$12.50</del>	<del>\$13.00</del>	<del>\$13.50</del>	<del>\$14.00</del>	Sq. Ft.	12.00	12.50	13.00	13.50	14.00	Ch. 14, Div II, Res. <del>2017-33</del> 2023-01
Terrace or Grass Turf Area	<del>\$2.10</del>	<del>\$2.20</del>	<del>\$2.30</del>	<del>\$2.40</del>	<del>\$2.50</del>	Sq. Ft.	2.50	2.60	2.70	2.80	2.90	Ch. 14, Div II, Res. <del>2017-33</del> 2023-01
	<del>2018-2022</del>	<b>2023-2027</b>										
Street Degradation Base Fee	\$4.00					Sq. Ft.						Ch. 14, Div II, Res. <del>2017-33</del> 2023-01
Permit Fee	\$200.00					Each						Ch. 14, Div II, Res. <del>2017-33</del> 2023-01

Recommended by:

CITY OF NEENAH, WISCONSIN

Moved: \_\_\_\_\_

\_\_\_\_\_  
Jane B. Lang, Mayor

Passed: \_\_\_\_\_

\_\_\_\_\_  
Charlotte K. Nagel, City Clerk



Dept. of Legal & Administrative Services  
Office of the City Clerk  
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426  
Phone 920-886-6100 • Fax 920-886-6109  
e-mail cnagel@ci.neenah.wi.us  
CHAR NAGEL, WCMC

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## MEMORANDUM

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**DATE:** January 5, 2023  
**TO:** Mayor Lang and Members of the Finance & Personnel Committee  
**FROM:** Char Nagel, City Clerk  
**RE:** Res. No. 2023-01 Amending the Fee Schedule for the City of Neenah

---

Below is a brief explanation for the recommendation to change the annual licensing fee for amusement devices:

- A local business owner approached the Council on June 1, 2022 regarding amusement devices in Class A licensed Neenah establishments paying winnings in exchange for the use of video gaming devices. At the time, the Council tasked the City Attorney to research and report back the legalities of paying out customers for the use of video gaming devices.
- At the next Council Meeting, June 15, 2022, the City Attorney provided a memo regarding video gaming device enforcement. Per the memo, no establishments are allowed to have video gaming devices to payout, it is illegal in the State of Wisconsin unless the establishment is a tribal gaming facility. Per Neenah code, only Class B establishments are allowed to have up to five gaming devices but they cannot give anything of value in exchange for the use of the gaming devices. The Department of Revenue has jurisdiction on enforcement of video gaming devices in Class B establishments. Other establishments, like a gas station for example, can be enforced by the local police department.
- There was discussion with the Police Chief regarding enforcement of video gaming devices. It was determined that, due to staffing and storage concerns, enforcement of video gaming devices is not likely to occur at this time. With this in mind, the consensus of the Council was to look at the amusement device annual licensing fee during the budget process.
- The amusement device annual licensing fee was discussed during the budget process. The overall opinion of the Council was that if licensed establishments are paying out cash for the use of the devices with no enforcement an increase to the annual licensing fee is in order.

- The following fees are being charged by the larger local municipalities:
  - City of Appleton \$15/device up to 15 devices, then a flat fee of \$250
  - City of Oshkosh \$20/device
  - City of Menasha \$10/device
  - Village of Fox Crossing just increased their amusement device permit from \$100/year, \$50/six months to \$150/year, \$75/six months

Everything being considered, staff recommends an annual fee increase to \$75/device. The annual licensing fee is due on or before July 1<sup>st</sup>.



*Department of Public Works*  
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426  
Phone 920-886-6241 • e-mail: gkaiser@ci.neenah.wi.us  
**GERRY KAISER, P.E.**  
**DIRECTOR OF PUBLIC WORKS**

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## M E M O R A N D U M

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**DATE:** December 8, 2022  
**TO:** Mayor Lang and Members of the Finance & Personnel Committee  
**FROM:** Gerry Kaiser, Director of Public Works  
**RE:** Fee Schedule Changes – Public Works

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Below are brief explanations of the changes requested by Public Works to the Fees for Services Schedule.

- 1) Additional Refuse Cart, Increase to \$205/year from \$185/year. The main reason behind the change in the fee is the increase in the tipping fee at the Winnebago County Landfill since the fee was enacted in 2019.
- 2) Public Storm Water Infrastructure, Increase to \$9,000/acre from \$5,000/acre. This fee was last adjusted in 2003. At that point, it was increased from \$3,500 to \$5,000. The proposed charge was calculated by averaging the inflation adjusted cost for public storm water infrastructure installed in new subdivisions since 2006.
- 3) Equipment Rates. I had previously discussed removing these rates from the fee schedule with former Director Easker. We follow the equipment rates used by Winnebago County and supplement those with rates used by WisDOT when the County rates don't have a good match for our equipment description.
- 4) Residential Dumpster Rental. These rates were not previously listed. Prior to 1997, the City provided dumpster collection for commercial properties using 1 CY and 2 CY containers. At that point, we started contracting for this service, a practice that continues to this day. We made that inventory of 1 CY and 2 CY containers available for rent to residential properties. The rental rates have never been adjusted as near as I can tell. We currently charge \$30 for a 1 CY container - which includes drop-off, collection and tipping fees - and \$50 for a 2 CY container. Using the collection time and tipping fees, the rates should be adjusted to \$85 per collection for a 1 CY container and \$130 per collection for a 2 CY container.
- 5) Street/Right of Way Excavation Permit. These charges are adjusted for inflation every four years.



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## M E M O R A N D U M

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**DATE:** January 9, 2023  
**TO:** Chairman Erickson and Finance Committee Members  
**FROM:** Samantha Jefferson, Office Manager of Community Development  
**RE:** **Weights and Measures Fees (Ord. 2023-02)**

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Attached for your review and consideration is a table of proposed fee additions for Weights and Measures services. In 2022, the City of Appleton Health Department began their contract to manage Weights and Measures field services while Community Development staff continued to provide administrative support for the program. The Department will continue with this contract into 2023. To help with efficiency, we are proposing these changes to more closely align our fee schedule with Appleton's. The proposed fee amounts were provided by Appleton and were calculated based on average fees in neighboring communities. All other Weights and Measures fees were reviewed in 2021 and will remain as they are currently.

Fees that are not currently included in the City of Neenah Fee Schedule that would be added are as follows:

Licensable Item Description	Recommended Fee
Scales 1001 – 10,000 lbs	\$60.00 (per unit)
Scales 10,001 lbs+	\$85.00 (per unit)
High Accuracy Scale	\$60.00
Prepack Scale	\$100.00
Person Weighing Scale	\$50.00
Hopper Scales	\$150.00
Vehicle Scales	\$150.00
Rules	\$3.00

### Recommendation

Appropriate action at this time is to recommend Council approve Ordinance 2023-02 adding Weights and Measures fees as listed.





## RESOLUTION NO. 2023-02

### A RESOLUTION AMENDING THE FEE SCHEDULE OF THE CITY OF NEENAH TO PROVIDE FOR ADDITIONAL WEIGHTS AND MEASURES FEES CHARGED BY THE DEPT. OF COMMUNITY DEVELOPMENT

**WHEREAS**, by Resolution #7185, the Common Council adopted a uniform fee schedule; and,

**WHEREAS**, administrative responsibilities necessitate additional Weights and Measures fees to cover costs and improve efficiency;

**NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NEENAH, WISCONSIN** this 18th Day of January 2023 that the uniform fee schedule established by Resolution #7185 is amended by adding the language as stated below:

COMMUNITY DEVELOPMENT WEIGHTS AND MEASURES				
Scales 1,001 to 10,000 lbs.	\$60 (per unit)	Annual	\$ 98.04	Sec. 4-30
Scales 10,001 lbs.+	\$85 (per unit)	Annual	\$ 98.04	Sec. 4-30
High Accuracy Scale	\$60	Annual	\$ 98.04	Sec. 4-30
Prepack Scale	\$100	Annual	\$ 98.04	Sec. 4-30
Person Weighing Scale	\$50	Annual	\$ 98.04	Sec. 4-30
Hopper Scales	\$150	Annual	\$ 98.04	Sec. 4-30
Vehicle Scales	\$150	Annual	\$ 98.04	Sec. 4-30
Rules	\$3	Annual	\$ 98.04	Sec. 4-30

Recommended by:

CITY OF NEENAH, WISCONSIN

Moved: \_\_\_\_\_

\_\_\_\_\_  
Jane B. Lang, Mayor

Passed: \_\_\_\_\_

\_\_\_\_\_  
Charlotte K. Nagel, City Clerk