

**CITY OF NEENAH
FINANCE AND PERSONNEL COMMITTEE MEETING
Monday, April 8, 2019 – 6:30 p.m. or Immediately
Following the Committee of the Whole Meeting
Hauser Room, 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 will 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 March 25, 2019 Regular Meeting (minutes can be found on the City's website).
3. Development Agreement – Integrity Acres Subdivision (attachment) B. Schmidt
4. Request to Approve City of Neenah and FVTC Fiber Optics MOU (attachment) J. Wenninger
5. Tentative Agreement for Collective Bargaining Agreement between the City and the Neenah Professional Police Association & Police Supervisors, 2019-2021 (attachment) A. VandenHeuvel
6. 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 Neenah Finance Department at (920) 886-6140** or the **City's ADA Coordinator at (920) 886-6106** or e-mail attorney@ci.Neenah.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.

CITY OF NEENAH
FINANCE AND PERSONNEL COMMITTEE MEETING
Monday, March 25, 2019 – 6:30 p.m
Hauser Room, Neenah City Administration Building
211 Walnut Street, Neenah, Wisconsin

MINUTES

Present: Chairman Erickson; Aldermen Kunz, Steele, Stevenson and Boyette (6:35); Mayor Kaufert; Assistant City Attorney VandenHeuvel; Director of Finance Easker.

Others Present: Director of Community Development Haese, Assistant Planner Kasimor.

Absent/Excused: None.

Public Appearances: None.

Minutes: Motion/Second/Carried Kunz/Stevenson to approve the minutes from the March 11, 2019 Regular Meeting. All voting aye.

Request to Fill Director of Human Resources & Safety Position: Committee reviewed memo from Mayor Kaufert recommending authorization to fill the Director of Human Resources & Safety position. Current Director Heather Barber has submitted her letter of resignation effective in early June 2019. Mayor Kaufert has reviewed the request and concurs with filling the pending vacancy. He also indicated his preference that the position be filled as soon as possible to ensure that the new Director has some overlap with Director Barber prior to her departure. Committee and staff discussed various aspects of filling the pending vacancy.

Motion/Second/Carried Stevenson/Boyette authorizing approval to fill the Director of Human Resources & Safety position. All voting aye.

Resolution 2019-10: Approval of 2019 Community Development Block Grant (CDBG)

Plan: Committee reviewed memo of Assistant Planner Kasimor requesting approval of Resolution 2019-10 for the 2019 Community Development Block Grant and authorization to enter into agreements for the activities, subject to approval by the U.S. Department of Housing and Urban Development. The memo indicated that, while planning for the 2019 program is underway, the funding allocation has not yet been announced. The tentative program is based upon estimated funding of \$180,000, with revolving fund payments and program income estimated at \$105,000. Planner Kasimor said that the plan being proposed would then need to be amended when the funding allocation is announced.

Committee and staff discussed various aspects of the proposed CDBG program. Issues discussed included the amount of flexibility of the proposed program to amend funding levels, the mandated restart of the federal 30-day timing requirement if substantial changes are proposed, requested details on the total proposed Housing and Economic funding of \$107,000, a discussion on how Planning and Administrative funds are used, a detailed discussion on the use of funds for projects such as the house purchase to benefit Cook Park and a discussion on the availability and use of loan repayment funds. Chairman

Erickson requested that future CDBG annual program funding approval requests include more specific detail on the uses and who benefits from the use of CDBG funds from previous years.

RESOLUTION

Motion/Second/Carried Stevenson/Kunz recommending Council approve Resolution 2019-10 for the 2019 Community Development Block Grant and authorization to enter into agreements for the activities, subject to approval by the U.S. Department of Housing and Urban Development. All voting aye.

Recommended 2018 Transfer from Benefit Accrual Fund to General Fund: Committee reviewed memo from Director Easker recommending approval to make a 2018 transfer of \$125,048 from the Benefit Accrual Fund to the General Fund to offset the loss of revenue caused by the mandated reduction of market value on City investments for the fiscal year 2018. In 2017, the Common Council approved using \$178,239 of the surplus in the Benefit Accrual Fund to offset the mandated reduction of market value on City investments.

If the 2018 action is approved, and pending any audit adjustments, the City would end the year with: 1). a General Fund Unassigned Fund Balance of \$4.166 million; 2). a General Fund Total Fund Balance of \$4.602 million and; 3). the Benefit Accrual Fund at a \$1.255 million surplus, all of which Director Easker indicated were positive achievements from a financial reporting standpoint. Committee and staff discussed various aspects of the proposed transfer and the City's year-end financial status.

REPORT

Motion/Second/Carried Stevenson/Kunz recommending Council's approval to make a 2018 transfer of \$125,048 from the Benefit Accrual Fund to the General Fund to offset the loss of revenue caused by the mandated reduction of market value on City investments for fiscal year 2018. All voting aye.

Fiscal Matters: February Vouchers: Motion/Second/Carried Stevenson/Steele to approve the February vouchers as presented. All voting aye.

Motion/Second/Carried Boyette/Stevenson to adjourn the meeting at 7:45 p.m. All voting aye.

Respectfully submitted,



Michael K. Easker, CPA
Director of Finance



M E M O R A N D U M

DATE: April 8, 2019
TO: Chairman Erickson and Members of the Finance and Personnel Committee
FROM: Brad Schmidt, AICP, Deputy Director of Community Development and Assessment
RE: Development Agreement – Integrity Acres Subdivision

The Department of Community Development and Assessment has received a final plat for the Integrity Acres subdivision. As part of the plat, City staff and the developer have negotiated a Development Agreement which outlines the roles and responsibilities in terms of the installation of public infrastructure and the required fees the developer will owe the City. The Development Agreement is attached for your review.

The proposed plat (Integrity Acres) includes 10 single-family residential lots located west of Woodenshoe Road and south of County Highway G. The land is currently zoned R-1, Single-Family Residence District. The average lot size is approximately 22,685 square feet which exceeds the minimum lot size for single-family residential lots. The Developer is responsible for installing public utilities (water, sanitary, and sewer). Water will be oversized to accommodate future development north and west of this property. The costs associated with oversizing the water main is reimbursed to the developer. The City will inspect the installation of those utilities prior to accepting them as public. Additional costs are held in an escrow account such as the 2" inch mat and future sidewalks.

Appropriate action at this time is to recommend Common Council approve the Integrity Acres Development Agreement.

THIS AGREEMENT, made pursuant to Chapter 25 of the City of Neenah Municipal Code by and between the CITY OF NEENAH, Winnebago County, Wisconsin, a body politic and municipal corporation by its Common Council ("City") and Integrity Construction, LLC, the owner and developer ("Developer") of the following property lying within the City of Neenah:

All of Lot 2 of Certified Survey Map No. 7383 as recorded in Volume 1 of Maps on Page 7383 as Document No. 1771789, located in the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 19 North, Range 16 East, City of Neenah, Winnebago County, Wisconsin.

Recording Area

Return to:

James G. Godlewski, City Attorney
City of Neenah, 211 Walnut Street
Neenah, WI 54956

Parcel No.: 8-11-3000-00-00

WHEREAS, Chapter 25 of the Neenah Municipal Code provides for the installation of required improvements (hereinafter referred to as the "Improvements") in new subdivisions, and

WHEREAS, the Developer has proposed to develop a residential subdivision on the above-referenced property located in the City (herein after referred to as "Integrity Acres" or the "Development"); and

WHEREAS, Exhibit 1 shows Integrity Acres which has been approved by the City and has or will be recorded in the Winnebago County Register of Deeds Office; and

WHEREAS, a series of meetings and negotiations have taken place between the City and the Developer to determine various development and financial responsibilities as between the City and the Developer for on-site and off-site public improvements and fees in connection with the proposed subdivision; and,

WHEREAS, the City and the Developer, for their mutual benefit, have mutually agreed as to development and financial responsibilities for public improvements and fees in connection with the proposed subdivision;

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. **Sanitary Sewer Interceptor Fee and Subdivision Fee.** For Integrity Acres, the Developer shall pay within 30 days of billing by the City a sanitary sewer interceptor fee in the amount of \$1,000.00 per acre and a subdivision fee of \$1,000.00 per acre as detailed in Exhibit 2. As subsequent phases of Integrity Acres are developed, the Developer shall be billed for the sanitary sewer interceptor fee and the subdivision fee at the established rate in effect at the time of platting.

2. **Storm Water Infrastructure Fee.** For Integrity Acres, the Developer shall pay a storm water infrastructure fee in the amount of \$5,000.00 per acre as detailed in Exhibit 3. Street right-of-way and all other public land including, but not limited to parks, storm water ponds, and easements lying within and/or adjacent to the subdivision shall also be included in the storm water acreage calculation. Existing mapped wetlands shall not be included in the storm water acreage calculation. This storm water infrastructure fee shall include all construction costs associated with storm water infrastructure installation except for the following which shall be funded entirely by the Developer:

- design engineering
- plan and specification development
- contract bidding
- construction engineering
- final inspection
- erosion control
- yard drains and associated piping
- perforated catch basin drain pipes
- final storm sewer cleaning and televising
- plan review by the City
- field staking and surveying
- project administration
- construction inspection
- final "as built" measurements
- bedrock blasting and removal
- storm sewer house laterals
- storm water ponds

It is anticipated that the Developer will pay contractors for the costs of the storm water infrastructure installation during construction, and that the difference between the \$5,000 per acre Storm Water Infrastructure Fee and actual costs of those items covered by the Storm Water Infrastructure Fee will be settled upon completion and City acceptance of such construction. The Developer shall advance the costs of the public storm water infrastructure installation during construction, and such costs paid by Developer shall offset the Storm Water Infrastructure Fee. Once all costs of the storm water infrastructure installation have been definitively determined, to the extent that Developer has paid costs in excess of \$5,000 per acre, the City shall reimburse Developer such excess. To the extent that Developer has paid less than \$5,000 per acre, the Developer shall pay the City the difference within 30 days of billing by the City.

3. **Storm water Ponds.** The Developer shall fund 100% of all costs associated with the design and construction of all local storm water ponds and management areas required to serve the development which include but are not limited to:

- development of design calculations
- design engineering
- plan and specification development
- plan review by the City
- plan review by City-hired consulting engineer
- contract bidding
- project administration
- construction engineering
- field staking and surveying
- construction inspection
- final inspection/cross-sections
- final "as built" measurements
- land on which ponds are constructed
- excavation and finished grading
- bedrock blasting and removal
- installation of clay or synthetic liners
- installation of all inlet and outlet control structures
- piping and appurtenances
- purchase and installation of "City approved" fountain and aerator systems
- seeding with the appropriate City approved aquatic vegetation and mesic seed mixes
- fertilizing and hydromulching
- erosion control
- erosion control mats and landscaping
- installation of all fronting gravel streets city utilities and infrastructure
- installation of other fronting public utilities including, but not limited to, gas, electric, telephone, cable television, and street lighting

All pond and management area calculations and designs must be stamped and submitted by a registered professional engineer licensed to practice in the State of Wisconsin. Pond and

management area design and construction shall be in accordance with all local, state, and federal regulations and recommended design standards.

Upon certification by an "as-built" survey that the pond has been constructed in accordance with the approved engineering plans, the Developer shall dedicate and the City shall accept ownership and maintenance responsibility of the pond.

The City recognizes that the proposed storm water pond is intended to serve an area which extends past this Development. Per the Storm water Management Plan submitted and approved by the City this service area extends to land west of the proposed Development. It is also recognized that the Developer is proposing to develop the approximately 18.5 acre parcel west of the proposed Development. The remaining acreage as identified in the service area for the pond benefits a portion of the land west of the future phase of Integrity Acres which equates to approximately 1.15 acres. The City will reimburse the Developer for the construction of the storm water pond including the non-reimbursable storm water infrastructure as identified in Section 2 for this 1.15 acre area and hold those costs as a deferred assessment on the parcels that are impacted. The reimbursement is subject to review of all final invoices by the Director of Public Works. An estimate of the amount to be reimbursed is detailed on Exhibit 3.

4. **Storm Water Management.** The Developer shall pay a storm water management, erosion control, plan review and inspection fee of \$200 per plat plus \$75 per lot (Exhibit 2) to cover the City's costs for plan review and inspection of storm water management and erosion control methods and practices.
5. **Water main within the Subdivision Plat.** The Developer shall pay the full cost of water mains and water services within the plat including those that may front on all dedicated public lands, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. The Developer shall provide the Water Utility a complete accounting of all costs related to the installation of the water main and appurtenances within the Development. The Neenah Water Utility shall own and maintain the water mains and appurtenances inside the Development. The water service to each residence shall be installed by the Developer and owned by the resident. The Neenah Water Utility shall maintain the service from the water main to and including the curb box. Maintenance from the curb box to the house shall be the responsibility of the resident. The Developer shall pay for Neenah Water Utility inspection and testing during installation of the water main inside the Development as detailed in Exhibit 4.
6. **Oversize Water Main Installation and Reimbursement.** The Neenah Water Utility is proposing the water main to be installed in the Development be oversized to accommodate future water supply needs. The Neenah Water Utility shall reimburse the Developer for the additional cost attributable to installing a 16-inch water main rather than the 10-inch water main required by the Water Utility's design and construction standards. Utility staff will work with the Developer to estimate the cost difference for labor and materials to install the 16-inch water main versus the 10-inch water main. An estimate of the oversizing reimbursement is included in Exhibit 4.
7. **Sanitary Sewer Within the Subdivision Plat.** Developer shall pay the full cost of installing all sanitary sewer mains and sanitary sewer laterals within the plat including those that may front on all dedicated public lands, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. If needed, the installation of an oversized sewer main required by the City shall be reimbursed to the Developer as detailed in Exhibit 7.
8. **Streets, Curb and Gutter and Sidewalks Within the Subdivision Plat.**

Street Grading/Graveling: The Developer shall pay the full cost of grading/graveling all streets within the plat, including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. The City shall establish and enforce spring load limits on

all gravel streets.

Gravel Street Maintenance: Prior to the date of City acceptance, as described below, the Developer shall be completely responsible for all gravel street maintenance including but not limited to: removal of mud, dust and other non-granular deleterious material on an "as needed" basis, periodically adding granular material necessary to re-establish the true line and grade and cross section of the street, cleaning out catch basins and periodically on an "as needed" basis regrading and filling all potholes, settled areas and areas where traffic has disturbed the gravel, and providing any City mandated dust control. If during the time prior to the City accepting maintenance responsibility, the Developer fails to maintain the gravel streets in a manner acceptable to the City, the City shall, after a 48-hour notice to the Developer, perform the required maintenance on the gravel street and bill all costs for this maintenance work to the Developer.

Two-Inch Asphalt Mat: The Developer shall pay the full cost of placing a two-inch asphalt mat on all streets within the plat, including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. Cost for said two-inch mat construction shall be prepaid, or escrowed, by the Developer based on estimated costs for similar construction. In the event that actual costs are less than the escrowed fund, any such excess of the escrowed funds shall be returned to Developer. In the event that the escrow is insufficient, then the City reserves the right to special assess the shortage against the individual lots in Integrity Acres (See Exhibit 5).

In the year following the installation of utilities and gravel as provided for above, and after the gravel street and utility trenches have been subject to a winter "freeze-thaw" cycle and settled, the Developer shall grade and remove all mud and non-granular deleterious materials, re-shape and fine grade the gravel street, and add any required gravel to re-establish the true, designed grade, profile and cross section of the gravel streets. The City shall then install a two-inch asphalt mat surface on the streets. The City shall establish and enforce spring load limits on all asphalt mat streets.

Final Street: When installed, curb/gutter and final street pavement shall be assessed 100% by the City to the adjacent City lot owners of record with the exception that all costs associated with installation of curb/gutter and permanent pavement that front all public lands, including but not limited to: parks, greenspace, trails, outlots, and detention ponds shall be prepaid, or escrowed, by the Developer based on estimated costs for new street construction. Once public improvements anticipated by this paragraph are installed, in the event that actual costs are less than the escrowed fund, any such excess of the escrowed funds shall be returned to Developer. In the event that the escrow is insufficient, then the City reserves the right to special assess the shortage against the individual lots in Integrity Acres (See Exhibit 5).

Sidewalks: The Developer shall pre-pay or escrow the estimated cost for installing sidewalk at the following locations: 1) on both sides of Integrity Way; 2) crossing Integrity Way at Woodenshoe Road; 3) crossing Woodenshoe Road to connect to the Woodenshoe Road trail. Said sidewalk shall be installed by the City in conjunction with construction of the Two-inch Asphalt Mat, described above, unless otherwise scheduled with the approval of the City. The lot owner of record for lots that develop and install sidewalk prior to the scheduled construction of sidewalk in the subdivision shall be reimbursed from the pre-paid or escrowed funds an amount equal to the estimated cost of sidewalk installation for that lot. (See Exhibit 5).

9. **Contract Procedures.** The Developer's engineer shall prepare the contract documents, construction plans and specifications, let the contracts, and provide all supervision, and all contract administration for the installation of sanitary sewer, storm sewer, water main, grading and graveling, and all appurtenances and shall bill the Developer for these services. The Developer's design engineer shall perform the construction staking. All plans and specifications for the improvements shall be consistent with City specification standards. The City shall review for approval all plans, specifications and contract documents in a timely manner. The City shall

provide all construction inspection and shall bill the Developer for these services. Notwithstanding anything to the contrary in this agreement, construction inspection services by the City is not intended to, nor does it provide any guaranty of performance. The inspection services provided for by the City are for the City's benefit and may be relied upon only by the City. In the event that Improvements installed by the Developer do not operate properly even after inspections by the City, it shall remain the Developer's responsibility, at the Developer's sole cost, to correct any deficiencies so that the Improvements are working properly before the City is obligated to accept the Improvements as part of the public infrastructure.

10. **Park Dedication.** [Intentionally left blank]
11. **Outlots and Public Parks.** [Intentionally left blank]
12. **Sewer Cleaning and Televising Inspection.** Upon completion of installation of grading and graveling and prior to final acceptance by the City, the Developer shall clean all sanitary and storm sewer mains, all catch basin leads and all back yard drain pipes using a City approved sewer cleaning contractor utilizing modern "jet trucks" of adequate horsepower and capacity. Upon completion of sewer cleaning all sewer mains and back yard drainpipes shall be televised in color and the televising records provided to the City in a City-approved electronic format. Catch basin leads do not need to be televised but all leads must be cleaned and lamped and their condition verified in a written report. All catch basins and back yard drains shall be cleaned of gravel and debris.
13. **Public Improvements Dedication.** The Developer agrees to convey by deed or dedication to the City all the streets, roads, courts, avenues, drives, public ways and parks in the Plat. Developer further agrees to convey the public access ways and storm water detention ponds by deed to the City. All public improvements contemplated in the final plat shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the final plat and this agreement. The City agrees to accept the dedication of all the Public Improvements in the Plat, whether by deed, dedication or easement subject to the City's Acceptance of the Public Improvements in accordance with and subject to the terms of the City's Subdivision Ordinance.
14. **Utilities.** The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and street lights throughout the entire development including the cost of installing utilities and street lights adjacent to detention ponds, parks, outlots, green space, trails and other public lands. Streetlights are required and the Developer shall be responsible for requesting the street lighting system from We Energies. The street lighting plan, electrical distribution plan, and natural gas layout shall be designed by We Energies and approved by the City.

Standard street lighting shall be wood poles with LED fixtures. The City shall pay We Energies the monthly electrical charge for standard street lighting. The developer shall be responsible for all additional costs associated with installation of a decorative street lighting system by We Energies. In addition, the developer shall also be responsible for the monthly charges for a decorative system that are in excess of the monthly charges for a standard system through payment to the City of the present value of the cost difference. The Developer shall coordinate with the City any street lighting requested beyond the standard.
15. **Off-Site and Other Existing Improvements.** [Intentionally left blank]
16. **Terrace Trees Contribution.** The Developer shall pay a terrace tree contribution in the amount of \$150.00 per lot. This terrace tree contribution shall be paid by the Developer, on a per lot basis at the time of final closing of each lot sale. The subdivision plat shall note on its face "\$150.00 per lot 'Terrace Tree' contribution". This contribution will be deposited in the "City of Neenah Carpenter Tree Fund Trust" tax-exempt account and will be used to plant trees on the street terraces within the subdivision at the time curb and gutter is installed (Exhibit 6).

17. **Building Permits.** Provided Developer has installed water mains, storm sewer, sanitary sewer and gravel base to a given lot and guarantees of installation have been provided for electric, gas, phone and cable services, Developer and/or Developer's assigns and successors in interest shall be permitted to obtain building and erosion control permits for such lot.
18. **Plan Review and Construction Inspection.** The Developer shall pay a fee for plan review and construction inspection of proposed improvements as outlined in Exhibit 7. Said Fee shall be based on \$950 for plan review and an estimated \$4,800 for inspections by City staff. Actual costs shall be determined based on actual time spent by City Staff. In the event that the City, in its sole discretion, determines that it requires the assistance of either outside consultants to review plans or provide for construction inspection services, the Developer shall pay the actual cost of such outside consulting services plus 10% for administration.
19. **Damages.** The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at Developer's own cost, any damage caused by the installation of the improvements.
20. **City Costs.** [Intentionally left blank]
21. **Estimated Cost Summary Escrow Payment.** The estimate of costs paid by the Developer is attached hereto as Exhibits 2-7 and shows the items and estimated amounts to be paid by the Developer, including the basis for the Sanitary Sewer Interceptor Fee and Storm Water Infrastructure Fee. The total of the estimate of costs provides the basis for determining the amount of the escrow. The Developer shall submit a payment to be held in a City escrow account in the amount of **\$62,599.00**. The escrow amount is based on the amounts shown in Exhibit 5.
22. **Financing Alternative.** [Intentionally left blank]
23. **Consistency With Adopted Ordinances and Resolutions.** The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.
24. **Merger.** This Agreement along with Exhibits sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written.
25. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
26. **Severability.** It is understood and agreed that the provisions of this agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions contained herein.
27. **Modification.** This agreement may not be modified or amended, except in writing, with the written consent of both the City and the Developer.
28. **Notices.** Any notices required under this agreement shall be deemed made as of the date deposited in the US mail, postage prepaid and addressed to the following.

Exhibit 1 (continued) Integrity Acres Plat Map

INTEGRITY ACRES

ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7383 AS RECORDED IN VOLUME 1 OF MAPS ON PAGE 7383 AS DOCUMENT NO. 1721789, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 10 NORTH, RANGE 16 EAST, CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN

WARRANTY CERTIFICATE

I, David M. Schmidt, Winnebago Professional Land Surveyor PLS-1784, certify that I have personally observed and measured all of Lot 2 of Certified Survey Map No. 7383 as shown in Volume 1 of Maps on Page 7383 as Document No. 1721789, located in the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 10 North, Range 16 East, City of Neenah, Winnebago County, Wisconsin.

That I have made such survey, laid down, and plat under the provisions of the Statute of this State, that each lot is a correct representation of its actual boundaries as they now exist and are hereinafter defined. That I have duly complied with the provisions of Chapter 196 of the Wisconsin Statutes and the Subdivision Regulations of the City of Neenah in all respects, including and making the same.

Dated this 19th day of March, 2018

David M. Schmidt
David M. Schmidt, PLS-1784
Winnebago Professional Land Surveyor



CERTIFICATE OF CITY TREASURER

I, Richard K. Eisher, being the duly elected, qualified and acting City Treasurer of the City of Neenah, do hereby certify that the amount of my office will be as stated herein and special assessments as of _____ affecting the lands included in Integrity Acres.

Date _____ City Treasurer - Richard K. Eisher

CITY OF NEENAH RESOLUTION

Resolved that "Integrity Acres" in the City of Neenah, Integrity Constitution LLC, as herein is hereby approved by the Common Council.

Date _____ Mayor - Dean A. Kuchler

Date _____ Signed - Dean A. Kuchler

I certify that the foregoing is a copy of a resolution accepted by the Common Council of the City of Neenah.
City Clerk - Penny A. Spahr

STATE OF WISCONSIN

WINNEBAGO COUNTY

I, Kelly A. Galt, being the duly elected, qualified and acting Clerk of the City of Neenah, do hereby certify that the common council of the City of Neenah, authorized me to take a certified copy of the Final Plat of Integrity Acres upon satisfaction of certain conditions, Chapter 196 of the Wisconsin Statutes and the Subdivision Regulations of the City of Neenah and the approval was granted and returned on the _____ day of _____, 2018.

Kelly A. Galt, Clerk

COUNTY TREASURER CERTIFICATE

I, Mary E. Schaefer, being the duly elected, qualified and acting County Treasurer of the County of Winnebago, do hereby certify that the amount of my office will be as stated herein and special assessments as of _____ affecting the lands included in Integrity Acres.

Date _____ County Treasurer - Mary E. Schaefer

OWNER'S DECLARATION

Integrity Construction LLC, as Owner(s), of the hereby platting this plat is hereby certified to the public that the plat is required by s. 196.15 or s. 196.16 to be submitted to the following for approval or objection:

Appropriate Authority: City of Neenah
Appropriate Authority to Obtain: Winnebago Department of Administration, Winnebago County Planning & Zoning

Dated this _____ day of _____, 2018

Printed Name and Title: _____ Authorized Signature

Printed Name and Title: _____ Authorized Signature

Printed Name and Title: _____ Authorized Signature

State of _____
County of _____
I have read and approved before me on this _____ day of _____, 2018, the above stated plat and the same to be the plat of the person who executed the foregoing instrument, and I authorized the same.

Notary Public: _____

My commission expires: _____

LANDLORD'S DECLARATION

Integrity Construction LLC, as the owner of the property, do hereby certify that the plat is required by s. 196.15 or s. 196.16 to be submitted to the following for approval or objection:

Appropriate Authority: City of Neenah
Appropriate Authority to Obtain: Winnebago Department of Administration, Winnebago County Planning & Zoning

I, the undersigned, do hereby certify that the plat is required by s. 196.15 or s. 196.16 to be submitted to the following for approval or objection:

Appropriate Authority: _____

Printed Name and Title: _____ Authorized Signature

Printed Name and Title: _____ Authorized Signature

State of _____
County of _____
I have read and approved before me on this _____ day of _____, 2018, the above stated plat and the same to be the plat of the person who executed the foregoing instrument, and I authorized the same.

Notary Public: _____

My commission expires: _____



**Exhibit 2
Integrity Acres**

Fee Schedule

Total Developable Acres (Excludes wetlands and Outlot 1) = 6.10
Total Lots = 10

1. Subdivision Fee: \$1,000/acre x 6.10	\$6,100.00
2. Oversized sanitary sewer interceptor fee: \$1,000/acre x 6.10	\$6,100.00
3. Storm water management, erosion control, plan review and inspection fee: \$200 + \$75/lot	\$950.00
<hr/>	
Total Fees Due Upon Billing	\$13,150.00

**Exhibit 3
Integrity Acres**

**Storm Sewer Cost
Public Infrastructure
(Estimated)**

1. Acreage

Total Developable Acres	6.10
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2. Storm/Infrastructure Construction Costs

Total Private (Developer) Costs (estimated)	\$27,232.00
Total Public Costs (estimated)	\$45,184.00
<hr/>	
Total Construction Costs (estimated)	\$72,416.00

3. Summary Public Infrastructure Costs

Developer Storm Fee Due City (\$5,000/ac x 6.10)	\$30,500.00
Public Storm Sewer Funded by Developer (estimated)	\$45,184.00
<hr/>	
Balance Due Developer for Public Storm Sewer Funded by Developer (estimated)	\$ 14,684.00

4. Storm Water Pond Reimbursement Costs

Total Cost to Construct Storm Water Pond (estimated)	\$75,354.00
Land within storm water pond service area	
Phase I – 7.50 Acres / 28% (Developer Controlled)	
Phase II – 18.5 Acres / 68% (Developer Controlled)	
Land West of Phase II – 1.15 Acres / 4% (Portions of Parcel Id Nos. 0260260 & 0260259)	

Balance Due Developer for Storm Water Pond funded by Developer (estimated) (\$75,354 x 4%)	\$ 3,014.16
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NOTE: The final amount due under this exhibit shall be determined based on an "as-built" cost determination at the conclusion of construction of the public improvements contemplated by this agreement.

**Exhibit 4
Integrity Acres**

**Water Main Costs
Public Infrastructure
(Estimated)**

1. Oversized Water Main Costs Due Developer (estimated) 16 inch water main and valves	\$38,179.00
2. <u>Installation Inspection Fee Due Water Utility (estimated)</u>	<u>\$1,500.00</u>
Total Due Water Utility at the time of billing	\$1,500.00

Neenah Water Utility

Integrity Construction - Integrity Acres Phase 1

Water Main Construction Estimation of Costs

Water Main and Related	Quantity	Unit	Cost	Total
16" Water Main	697	LF	\$64.00	\$44,608.00
10" Water Main	0	LF	\$37.00	\$0.00
Live Tap 16" With Valve	1	EA	\$14,100.00	\$14,100.00
Live Tap 10" With Valve	0	EA	\$3,490.00	\$0.00
16" Valve	2	EA	\$6,725.00	\$13,450.00
10" Valve	0	EA	\$2,350.00	\$0.00
Total				\$72,158.00

Estimated Oversizing Costs Due to Developer	Quantity	Unit	Cost	Total
10" vs. 16" Water Main	697	LF	\$27.00	\$18,819.00
Live Tap 10" vs. 16" WM Inc. Valve	1	EA	\$10,610.00	\$10,610.00
10" vs. 16" Valve	2	EA	\$4,375.00	\$8,750.00
Total				\$38,179.00
Estimated Costs Due to Utility	Quantity	Unit	Cost	Total
Inspection Fees	1	EA	\$1,500.00	\$1,500.00

*** Asphalt Repair is Not Reimbursable ***
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**Exhibit 5
Integrity Acres**

Escrow/Prepayment

Future Street and Sidewalk

1.	Two Inch Asphalt Mat 666 feet x \$35/centerline foot	\$23,310.00
2.	Sidewalk Installation 1320 feet x \$25/linear foot	\$33,000.00
3.	Final Street: Non-Assessable Frontage Integrity Way: 216.87 feet x \$100/assessable foot Phase I – 7.5 Acres / (29% x 21,687) – Escrow Due Phase II – 18.5 Acres / (71% x \$21,687) – Due at time of development of Integrity Acres Phase II	\$ 6,289.00
<hr/>		
	Total Prepayment/Escrow required	\$62,599.00

**Exhibit 6
Integrity Acres**

Terrace Tree Contribution

1.	Terrace Tree Contribution: \$150/lot x 10 lots	\$1,500.00
	Amount due City upon each Integrity Acres lot closing	<u>\$150.00</u>
	Total amount due upon each Integrity Acres lot closing	\$150.00

**Exhibit 7
Integrity Acres**

Oversize Sanitary Sewer

Estimated Developer's Cost Due City

Oversized Sanitary Sewer Main Costs Due Developer (estimated) 10 inch sewer main (cost difference of 8" vs 10" main up to \$5 per lineal foot)	\$ 3,685.00
<u>Installation Inspection Fee Due Water Utility (estimated)</u>	<u>\$ 4,800.00</u>
Total Due at the time of billing	\$ 4,800.00



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

MEMORANDUM

DATE: April 4, 2019
TO: Chairperson Erickson and Members of the Finance and Personnel Committee
FROM: Joseph L. Wenninger, Director of Information Systems
RE: Request to Approve City of Neenah and FVTC Fiber Optics MOU

I am requesting approval of a Memo of Understanding transferring ownership of fiber optic cable between City Hall and 2320 Industrial Drive in the City of Neenah from FVTC to the City of Neenah.

When the FoxNet Fiber Optics Network was created in 1999, FVTC installed 3 pair of fiber between City Hall and 2320 Industrial Drive which at that time was a satellite campus for FVTC.

With FVTC's vacation of the facility at 2320 Industrial Drive several years ago, they inquired if the City of Neenah would like to take ownership of the existing fiber optics under the condition that the City would assume any future maintenance cost. With no fiber optics along Bell Street between Commercial Street and Industrial Drive and limited available fiber optics along Commercial Street between Byrd Avenue and Bell Street, I feel that this addition to the City of Neenah fiber optics infrastructure will be very beneficial in the future as the City's Smart Cities initiative expands.

I have attached the Memo of Understanding developed by City Attorney Godlewski for your review and look forward to discussing this request further during the April 8th Finance and Personnel Committee meeting. Thanks.

TRANSFER OF FIBER OPTIC CABLE
INTERMUNICIPAL AGREEMENT
FOX VALLEY TECHNICAL COLLEGE - CITY OF NEENAH

THIS AGREEMENT dated as of this ____ day of April, 2019 by and between the Fox Valley Technical College, a member of the Wisconsin Technical College System, located in the Town of Grand Chute, Outagamie County, State Wisconsin, hereafter called the "FVTC"; and the City of Neenah, a Wisconsin Municipal Corporation, located in Winnebago County, State of Wisconsin, hereafter called the "City".

RECITALS

WHEREAS, FVTC installed a fiber optic cable ("Cable") that runs from the basement of the City's administrative building and the Lakeland University – Fox Cities Center, 2320 Industrial Drive, Neenah, WI ("Lakeland") when the Lakeland building was a satellite campus of FVTC; and,

WHEREAS, the Cable's location is more particularly shown on Exhibit A attached to this agreement; and,

WHEREAS, FVTC no longer operates a satellite campus at the Lakeland building and therefore has no need for the Cable; and,

WHEREAS, the Cable is currently dark with no users on the line; and,

WHEREAS, FVTC considered abandoning the Cable, but the City wishes to maintain the viability of the Cable in the event that a future use is identified; and,

WHEREAS, FVTC is willing to transfer ownership of the Cable to the City and the City is willing to accept ownership and assume responsibility for the Cable;

NOW, THEREFORE, in consideration of the above recitals, which are contractual, and for other good and valuable consideration the receipt of which is acknowledged, the parties hereby agree as follows:

1. **TRANSFER OF CABLE.** FVTC hereby transfers ownership of the Cable to the City and the City accepts ownership of the Cable. FVTC transfer is without warranty to the City or any third party that uses the Cable in the future and FVTC transfers the Cable in "as is" condition. By accepting this agreement, FVTC relinquishes all right of access to the Cable and the City assumes all responsibility for the Cable's operation.

2. **MAINTENANCE & ADMINISTRATION.** To the extent the City chooses to operate the Cable hereby assumes all responsibility for maintenance of the Cable and shall have all rights of ownership for the administration of the Cable including transmission over the Cable by the City and third parties. FVTC relinquishes all rights in and is absolved of all responsibility for operation of the Cable.

3. CABLE OPERATION AND ABANDONMENT. The City is hereby authorized to operate or abandon the Cable at its discretion and without recourse by the FVTV, its successors and assigns or any third party. Nothing in this agreement shall be construed to grant any rights to third parties.

4. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between the parties, and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may only be amended by the written agreement of both parties.

5. NOTICE. Notices under this agreement shall be sent to the following addresses:

If to the FVTC:
President
1825 N. Bluemound Drive
P.O. Box 2277
Appleton, WI 54912-2277

If to the City:
City Clerk
City of Neenah
211 Walnut Street
Neenah, WI 54956

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Dated this _____ of April, 2019.

CITY OF NEENAH

FVTC OF NEENAH

By: _____
Mayor

By: _____
FVTC President

Attest: _____
City Clerk


Attest: _____
FVTC Clerk

Approved as to form:

City Attorney



M E M O R A N D U M

DATE: April 8, 2019
TO: Chairman Erickson, members of the Finance & Personnel Committee
FROM: Assistant City Attorney Adam VandenHeuvel 
RE: Tentative Agreement for Collective Bargaining Agreement between the City and the Neenah Professional Police Association & Police Supervisors, 2019-2021.

On March 14, 2019, the bargaining team for the City of Neenah reached a tentative agreement with the Neenah Professional Police Association and the Neenah Police Supervisors Association for a new three (3) year contract running from January 1, 2019 through December 31, 2021. A copy of the TA for both units is attached to this memo.

The major highlights of the agreement follow:

Wages:

2019: 1% increase on 1/1/2019; 1.25% increase on 7/1/2019
2020: 1.25% increase on 1/1/2020; 1.25% increase on 7/1/2019
2021: 1.25% increase on 1/1/2021; 1.25% increase on 7/1/2019

The budget impact of the wage settlement will be approximately \$62,250 for 2019, \$70,720 for 2020, and \$72,490 for 2021. Final settled wage increases for Patrol and Supervisor units were similar to internal comparables.

Health Insurance for Family of Officers who Die in the Line of Duty

The City agreed to pay for the spouse of a fallen officer to remain on the City's insurance (as long as the spouse is not eligible for their own insurance with comparable rates and benefits) until the spouse reaches age 65 or remarries. Coverage for dependent children will mirror that of active employees.

Pay for Officers Going Through Academy

The City will decrease the pay of an officer while they are in the academy if the Department is paying for their classes to 80% of the starting wage.

Vacation

- New hires will receive 96 hours of vacation upon being hired, rather than waiting until 1 year.
- A lateral hire with five (5) years or more of experience will receive three (3) weeks of vacation at hire, and then after 5 years of employment with Neenah Police, they will receive vacation based on their total years of experience.

Miscellaneous items:

The parties agreed to various matters that have little or no economic impact that are outlined in the tentative agreement. The following is a brief synopsis of those changes.

- Changing how sick time is reported to reflect current practice
- Eliminating the “fair share” section of the contract and replacing it with language that is consistent with the *Janus* decision from the U.S. Supreme Court.
- Changing the dates and language in the contract to make it applicable to the current contract years and wages.

An appropriate motion would be for the Committee to recommend Council approve the Tentative Agreements with the Neenah Professional Police Officers Association and the Neenah Police Supervisory Bargaining Unit for contract terms from January 1, 2019 to December 31, 2021 and authorize preparation and execution of amended contracts reflecting the changes outlined in the Tentative Agreement between the City and Unions.



Dept. of Legal & Administrative Services
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JAMES G. GODLEWSKI
City Attorney

CITY OF NEENAH AND
NEENAH PROFESSIONAL POLICE ASSOCIATION AND
NEENAH POLICE SUPERVISORY ASSOCIATION
PROPOSED AGREEMENT
March 14, 2019
For
Contract beginning 1/1/2019

1. **Contract Term:** 3 years: 1/1/2019 to 12/31/2021

2. **Wage Increase & Salary Schedule:**

2019:	1% on 1/1/19	1.25% on 7/1/2019
2020:	1.25% on 1/1/2020	1.25% on 7/1/2020
2021:	1.25% on 1/1/2021	1.25% on 7/1/2021

3. **Article 3 Salaries and Retirement Benefits:** Eliminate “hired on or after July 1, 2011” from Paragraph A. Change numbers in Paragraph A to reflect 2019 and 6.55% of earning. Strike Paragraphs B and C.

4. **Article 12: Create section in Article 12 which reads:**

Health Insurance Coverage for the Family of Police Officers who die in the line of duty: The City will pay for the spouse to remain on the City’s insurance (if the spouse is not eligible for their own insurance with a comparable rate and comparable benefits) until s/he reaches age 65 or remarries. Coverage for dependent children will mirror that of active employees.

5. **MOU Modifying Pay for Hires Who NPD Puts through the Academy:** Incorporate MOU (see attached) which will decrease the amount paid to new hires while they are in the academy if the Department is paying for their classes and training to 80% of starting wage.

6. **Article 11: Reporting Sick Time:** Remove first line under *Administration* which reads: “To be eligible for sick leave pay, officers must promptly report their illness to their on

duty supervisor.” And create internal policy addressing reporting sick time to match current operating procedure instead.

7. Article 27 Fair Share: Remove Article 27

8. Article 28 Dues Deduction: Replace current language with following:

“A. The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form supplied by the WPPA/LEER affirmatively consenting to the deduction of dues from the employee’s paycheck including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

B. It shall be WPPA/LEER’s responsibility to obtain dues authorization forms from new employees and provide them to employer, Dues deductions will commence on the first pay period after receipt of the dues deduction form.

C. The employer shall notify the WPPA of all new hires of the bargaining unit within 10 days of their start date.

D. The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum not later than the 15th of each month.

E. Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association at any time.

F. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with either the WPPA or local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

G. It is expressly understood and agreed that WPPA/LEER will refund to the employer or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the employer harmless against any and all claims, demands, suits, order, judgements or any

other forms of liability against Employer which may arise out of employer's compliance with this Article. "

9. Article 26 Probationary Period: Change the language of the first sentence to state that the one year probationary period does not begin until after Phase 4 is completed.

10. Article 9 Vacation:

a. Remove the word "permanent" from the first sentence.

b. Amend the language under *Vacation Allowance* to remove the stricken language:

~~"Any permanent officer who has been employed by the City for a period of at least one year shall be granted the following paid vacations:"~~

c. Create new line giving new hires 96 hours of vacation.

d. Replace the stricken language regarding vacation for lateral hires with the following language:

~~"New hires, with a minimum of five (5) years law enforcement experience, may be offered three (3) weeks of vacation (144 hours) after one (1) year. Such individuals shall not be credited with four (4) weeks of vacation (192 hours) until ten (10) years of service with the City."~~

"A lateral hire with 5 years or more of experience shall receive 3 weeks of vacation upon hire. After 5 years of employment with Neenah PD, the individual will receive the total amount of vacation based on total years of experience. This shall apply to any lateral hire hired since 1/1/2017."

11. Language Cleanup: The City and Union proposed language revisions during negotiations intended to eliminate obsolete, contradictory or inconsistent language, including language that is contrary to law.

This Tentative Agreement accepted on behalf of the Associations and City this ____ day of March, 2018; subject to a ratification vote by both sides.

NEENAH PROFESSIONAL
POLICE ASSOCIATION

CITY OF NEENAH
