

CITY OF NEENAH
FINANCE AND PERSONNEL COMMITTEE MEETING
Monday, December 9, 2019 – 6:30 p.m.
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 November 25, 2019 Regular Meeting (minutes can be found on the City's website)
3. Discussion of Postponed GIS Coordinator Reclassification Action J. Wenninger
4. Intermunicipal Agreement with the City of Appleton for Dial-A-Ride Cost Sharing (attachment) C. Kasimor
5. Development Agreement – First Addition to Integrity Acres Subdivision (attachment) B. Schmidt
6. Tax Incremental District #7 Development Agreement, 997 S. Green Bay Road (attachment) C. Haese
7. Refunds for 2018 to Aldi Ind. and Miller Securities Resulting from Palpable Errors Corrected by the Assessor Pursuant to Wis.Stat. §70.43 (attachment) J. Godlewski
8. The Committee will convene into closed session pursuant to Wis. Stat. §19.85(1) (g) for the purpose of conferring with the City Attorney regarding legal strategy relating to the Gable v. Douglas litigation.
9. The Committee may reconvene into open session to consider appropriate action regarding Gable v. Douglas litigation.
10. 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, November 25, 2019 – 6:30 p.m.
Hauser Room, Neenah City Administration Building
211 Walnut Street, Neenah, Wisconsin

MINUTES

Present: Chairman Erickson; Aldermen Boyette, Steele and Stevenson; Mayor Kaufert; City Attorney Godlewski; Director of Finance Easker.

Others Present: Deputy Director of Community Development and Assessment Schmidt, Director of Human Resources and Safety Kehl.

Absent/Excused: Alderman Kunz.

Public Appearances: None.

Minutes: Motion/Second/Carried Steele/Boyette to approve the minutes from the October 28, 2019 Regular Meeting. All voting aye.

2020 BID Operating Plan and Schedule of Assessments: Committee reviewed memo of Deputy Director Schmidt recommending Council adopt Resolution No. 2019-25 approving the Neenah Central City Business Improvement District 2020 Operating Plan. The plan calls for \$143,268 in total assessments plus a 2019 carryforward of \$14,542 to support the 2020 Operating Plan. Committee and staff discussed various aspects of the proposed plan.

Motion/Second/Carried Stevenson/Boyette recommending Council adopt Resolution No. 2019-25 approving the Neenah Central City Business Improvement District 2020 Operating Plan. All voting aye.

2020 Salary Plan: Committee reviewed memo of Director Kehl recommending Council approve the salary plan movement, cost of living increases, Exemplary Performance Awards, merit increases, and midpoint adjustments as follows:

- Salary Plan moved 2% as a result of inflation; this does not result in a wage increase for employees, it only affects their position relative to midpoint
- A January cost of living adjustment: 1% for all non-union employees covered by the salary plan
- April Exemplary Performance Awards: 0.5% of pay, not added to base for a small group of employees
- A July merit increase: 0.5% to 1.25% based on performance review scores
- October midpoint adjustments: 0.25% - 2/25%

Committee and staff discussed various aspects of the proposed salary plan. After discussion, committee members agreed that the salary plan components are already included in the adoption of the annual operating budget and that a separate approval will not be necessary in the future.

RESOLUTION

REPORT

Motion/Second/Carried Stevenson/Boyette requesting Council approve the salary plan movement, cost of living increases, Exemplary Performance Awards, merit increases and midpoint adjustments in the amounts as follows:

- **Salary Plan moved 2% as a result of inflation; this does not result in a wage increase for employees, it only affects their position relative to midpoint**
- **A January cost of living adjustment: 1% for all non-union employees covered by the salary plan**
- **April Exemplary Performance Awards: 0.5% of pay, not added to base for a small group of employees**
- **A July merit increase: 0.5% to 1.25% based on performance review scores**
- **October midpoint adjustments: 0.25% - 2/25%**

All voting aye.

Reclassification Request: Committee reviewed memo of Director Kehl recommending Council approve the following reclassification effective January 1, 2020:

<u>Position:</u>	<u>Current Grade:</u>	<u>Recommended Grade:</u>
GIS Coordinator	J3	K3

The recommendation is based upon a review by Carlson Dettmann. The total annualized cost of the adjustment would be \$3,052. Director Kehl said that the request was not included with the other reclassification requests because the I/S department was undergoing a full organizational review by Carlson Dettmann.

Committee and staff discussed various aspects of the proposed reclassification. Mayor Kaufert informed the committee that the Carlson Dettmann recommendation to relocate the GIS function to the Community Development Department was under consideration but that no decision had yet been made. He also addressed the recent defunding of the I/S request to create a second full-time position within the GIS function. Given these issues, committee members Boyette and Stevenson questioned whether it is appropriate to consider the request at this time. Questions were also raised about some of the bullet points made in the memo from I/S Director Wenninger to Carlson Dettmann to support the grade change.

Motion by Alderman Steele recommending Council approve the following reclassification effective January 1, 2020. Motion dies for lack of a second.

Discussion continued centering around committee members' desire for further clarification of the future status of the location and staffing of the GIS function.

Motion/Second/Carried Stevenson/Boyette to postpone action on the GIS Coordinator position reclassification issue to a future committee meeting to allow

for further discussion of the aspects of the GIS function with I/S Director Wenninger.
All voting aye.

Request to Fill Accounting Clerk Position: Committee reviewed memo of Director Easker requesting approval to fill the vacant position of Accounting Specialist, subject to the recommendation from Carlson Dettmann regarding pay grade and title of the position. Director Easker said that department supervisory staff have evaluated the ongoing purpose of the position and its duties and submitted an updated job description to Carlson Dettmann for review. Director Kehl distributed a memo from Carlson Dettmann recommending that the position title be changed to Accounting Clerk and that the position be reclassified from Grade H to Grade G. Mayor Kaufert has reviewed the request and concurs with filling the position. Committee and staff discussed various aspects of the position and its new proposed title and pay grade.

Motion/Second/Carried Stevenson/Boyette approving filling the vacant position of Accounting Specialist, and affirming the recommendation from Carlson Dettmann that the position title be changed to Accounting Clerk and that the position be reclassified from Grade H to Grade G. All voting aye.

Fiscal Matters: October Vouchers: **Motion/Second/Carried Stevenson/Boyette to approve the October vouchers as presented.** All voting aye.

Fiscal Matters: Third Quarter Financial Statements: Discussion took place on various aspects of the Third Quarter 2019 Financial Statements.

Motion/Second/Carried Steele/Stevenson to approve and place on file the Third Quarter Financial Statements as presented. All voting aye.

Motion/Second/Carried Boyette/Stevenson to adjourn the meeting at 7:25 p.m. All voting aye.

Respectfully submitted,



Michael K. Easker, CPA
Director of Finance



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

MEMORANDUM

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

FROM: Carol Kasimor, Assistant Planner *CK*

DATE: December 5, 2019

SUBJ: 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 services are 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 \$42,412. The 2020 City of Neenah budget includes resources totaling \$53,000 for the Neenah-Menasha program funded from the two Cities, Winnebago County, and United Way Fox Cities.

There are no other changes from the 2019 agreement.

The Department recommends approval of the 2020 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing.

**2020 INTERMUNICIPAL AGREEMENT PURSUANT TO SECTION 66.0301
OF THE WISCONSIN STATUTES BETWEEN THE CITIES OF
APPLETON AND NEENAH AND THE VILLAGE OF FOX CROSSING,
SAID AGREEMENT TO PROVIDE FOR COST-SHARING
OF TRANSIT SERVICES FOR THE ELDERLY**

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.

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 10,000 rides in 2020. Cost estimates are as follows:

	<u>Breakdown by Municipality of Total Cost</u>		
	Total	Neenah/Menasha	Village of Fox
	<u>Program Cost</u>	<u>(8,000 rides)</u>	<u>Crossing (2000 rides)</u>
Cost for Dial-A-Ride (10,000 X \$14.00)	\$140,000	\$112,000	\$28,000
Federal Share	(26,785)	(21,428)	(5,357)
State Share	(39,200)	(31,360)	(7,840)
Fares (\$3.50)	(35,000)	(28,000)	(7,000)
Administrative Charge	<u>14,000</u>	<u>11,200</u>	<u>2,800</u>
City of Neenah and Village of Fox Crossing Estimated Contribution*	\$53,015	\$42,412	\$10,603

Actual costs will be based on actual ridership, federal share, state share, and fares in 2020.

*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 2020. 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:

<u>Coverage</u>	<u>Limit</u>
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.

IN WITNESS WHEREOF the parties have executed this Agreement this ____ day of _____, _____.

CITY OF APPLETON

By: _____
TIMOTHY M. HANNA, MAYOR

By: _____
KAMI LYNCH, CITY CLERK

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

APPROVED AS TO FORM

ANTHONY D. SAUCERMAN, FINANCE DIRECTOR

JAMES P. WALSH, CITY ATTORNEY

CITY OF NEENAH

BY:
DEAN KAUFERT, MAYOR

BY:
PATRICIA A. STURN, CITY CLERK

APPROVED AS TO FORM:

JAMES G. GODLEWSKI, CITY ATTORNEY

VILLAGE OF FOX CROSSING

BY:
DALE YOUNGQUIST, VILLAGE PRESIDENT

BY:
KAREN BACKMAN, VILLAGE CLERK

APPROVED AS TO FORM:

ANDY ROSSMEISSL, VILLAGE ATTORNEY
CL: A19-1110



MEMORANDUM

DATE: December 9, 2019
TO: Chairman Erickson and Members of the Finance and Personnel Committee
FROM: Brad Schmidt, AICP, Deputy Director
RE: Development Agreement – First Addition to Integrity Acres Subdivision

The Department of Community Development and Assessment received a final plat for the First Addition to Integrity Acres subdivision. As with all new subdivisions, 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 owes the City. The Development Agreement is attached for your review.

The proposed plat includes 27 single-family residential lots located west of Integrity Way and south of County Highway G. The land is currently zoned R-1, Single-Family Residence District. The average lot size is approximately 24,500 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 main is proposed to be oversized to accommodate future development north and west of this development. The costs associated with oversizing the water main will be 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 gravel street maintenance and future sidewalks.

The Developer is responsible to pay for the following items (See Exhibit 8 of the Development Agreement for a summary):

- Subdivision Fee (\$1000/acre) - \$18,235
- Oversized Sanitary Sewer Fee (\$1000/acre) - \$18,235
- Street Trees (\$150/lot) – \$4,050
- Storm water Management Fee (\$200+\$75/lot) - \$2,225
- Oversized Water Main Deferred Special Assessment on Integrity Way (\$22,418)

- Inspection Fees (Billed to Developer) – Water Inspection (\$2500) and DPW Inspection (\$4800)

- Escrow Payments (Held by City until Final Street and Sidewalks are installed)– Gravel Street Maintenance (\$27,110) and Sidewalks (\$53,350)

The City will reimburse the developer for the following items:

- Oversized Water Main Installation
- ½ of the water and sanitary main on Honor Street (Held as a deferred special assessment on land west of the street)
- Laterals on west side of Honor Street (Held as a deferred special assessment on land west of the street)
- Public Storm water (Costs above \$5000/acre)

CITY OF NEENAH

Dept. of Community Development

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- ½ of purchase price for land that will become Honor Street (Held as a deferred special assessment on land west of the street)
- Sanitary Sewer Main on Honor Street where depth exceeds standard 13-foot depth

The Developer can elect to pay the development fees and deferred special assessments at time of each lot closing. The total of all the fees minus any reimbursements is \$46,928.22 or \$1,738.08 per lot.

Appropriate action at this time is to recommend Common Council approve the First Addition to 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 Custom Homes, LLC, the owner and developer ("Developer") of the following property lying within the City of Neenah:

A part of Lot 1 of Certified Survey Map No. 2931 as recorded in Volume 1 of Certified Survey Maps on Page 2931 as Document No. 878981 and a part of the Northeast ¼ of the Northeast ¼, all located in the Northeast ¼ of the Northeast ¼ of Section 12, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin, containing 854,614 square feet (19.619 acres) of land, being more fully described as follows:

Commencing at the North ¼ corner of said Section 12; thence N88°18'14"E, 1333.74 feet along the North line of the Northeast ¼ of said Section 12 to the Northerly extension of the West line of Lands described in Document No. 1788672 and the Point of Beginning; thence continue N88°18'14"E, 666.87 feet along said North line to the Northerly extension of the West line of Lot 1 of Certified Survey Map No. 1954 as recorded in Volume 1 of Certified Survey Maps on Page 1954 as document No. 715811; thence S00°36'24"E, 1314.62 feet along said Northerly extension and the Southerly extension of said West line to the Southwest corner of Lot 1 of Certified Survey Map No. 7383 recorded as Document No. 1771789; thence S89°01'11"W, 600.87 feet along the North line of Lot 2 of said Certified Survey Map No. 2931 to the Northwest corner thereof; thence N00°36'07"W, 290.68 feet along the East line of Lot 1 of said Certified Survey Map No. 2931 to the Southeast corner of Lands described in Document No. 1788672; thence S89°23'53"W, 66.00 feet along the South line of said Lands to the Southwest corner thereof; thence N00°36'07"W, 1015.18 feet along the West line of said Lands and its Northerly extension to the Point of Beginning.

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 "First Addition to Integrity Acres" or the "Development"); and

WHEREAS, Exhibit 1 shows the First Addition to 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, and the above recitals, which are contractual, the City and Developer agree as follows:

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

1. **Sanitary Sewer Interceptor Fee and Subdivision Fee.** The Developer shall pay the City a sanitary sewer interceptor fee in the amount of \$1,000.00 per acre (the "Sewer Fee") and a subdivision fee of \$1,000.00 per acre (the "Subdivision Fee") for the development of the Frist Addition to Integrity Acres as more particularly 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 the First Addition of Integrity Acres, the Developer shall pay a storm water infrastructure fee in the amount of \$5,000.00 per acre (the "Storm Water Fee") as detailed in Exhibit 3. In addition to the lots created in the subdivision, the storm water acreage calculation shall include street right-of-way and all other public land including, but not limited to parks, and easements lying within and/or adjacent to the subdivision. Existing mapped wetlands shall be excluded from 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

The Developer shall pay all costs of the storm water infrastructure installation during construction, and shall keep an accurate account of all costs certified by the project engineer or other construction professional responsible for supervising the construction of the Development and retained by the Developer. Final accounting of the 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. Final costs of the storm water infrastructure installation as certified at the completion of the subdivision construction, shall be credited against the Storm Water Fee and paid by the Developer. To the extent that installation costs exceed the Storm Water Fee, the City shall reimburse Developer the difference. To the extent that Developer has paid less in installation costs than is due under the Storm Water Fee, the Developer shall pay the City the difference within 30 days of billing by the City.

3. **Storm water Ponds.** [Intentionally left blank]
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 an oversized water main within the Development to accommodate future development water supply needs. Upon approval by the Neenah Waterworks Commission, 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. **Water Main Deferred Assessment.** An oversized water main was installed adjacent to the subject property and the cost to install the oversized water main was deferred over an area which includes the subject property in the amount of \$22,418.22.
8. **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. Sanitary sewer main over 10" in diameter and installed at a depth of greater than 13 feet is eligible for reimbursement as are sanitary lateral risers associated with sewer main installation deeper than 13 feet.
9. **Sanitary Sewer and Water Main Laterals (Honor Street).** The corresponding utilities shall reimburse the developer for the cost of extending laterals to the property located west of Honor Street for a projected lot configuration. Said utilities shall hold those installation costs until such time as land west of Honor Drive is developed in the City.
10. **Honor Street Land Reimbursement.** It is recognized that Honor Street, as identified on the Final Plat, will benefit future development west and directly adjacent to the subject Development and therefore, that future development should share in the cost to purchase the land for the street. The Developer incurred a cost of \$50,000 (per Doc. No. 1788672 Winnebago County Register of Deeds) for the above mentioned land. The City agrees to immediately reimburse the Developer \$18,235.00 and hold the remaining amount of half the total cost in the amount of \$6,765.00 as a deferred assessment on property directly west of the subject land (Parcel Numbers 0260260 & 0260259). The City will collect the deferred assessment at time of annexation of said properties and transfer the funds to Integrity Custom Homes, LLC. The City will also collect \$18,235.00 at time of annexation of said properties to reimburse the City. A total of \$25,000 is deferred on the two parcels mentioned above. Parcel number 0260260 accounts for 63.3% of the frontage and therefore assumes \$15,831 of the deferred assessment amount and parcel number 0260259 accounts for 36.7% of the frontage and therefore assumes \$9,169 of the deferred assessment amount.
11. **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 construction of the Final Street, 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;
- place calcium chloride dust control treatment on the streets semi-annually;
- cleaning out catch basins;
- regrading and filling all potholes, settled areas and areas where traffic has disturbed the gravel periodically on an "as needed" basis;
- provide 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. As assurance of reimbursement of those City costs, the Developer shall escrow an amount as identified in Exhibit 5 from which costs will be drawn in event of non-payment.

Two-Inch Asphalt Mat: Should the City determine that it is in its best interest to place a temporary two-inch asphalt mat on any 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 special assessed against the individual lots in Integrity Acres (See Exhibit 5).

Final Street: When installed, curb/gutter and final street pavement shall be assessed 100% by the City to the adjacent 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) East side of Honor Street from Integrity Way to County Road G. Said sidewalk shall be installed by the City in conjunction with construction of the Final Street, described below, 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).

- 12. 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.

13. **Park Dedication.** [Intentionally left blank]
14. **Outlots and Public Parks.** [Intentionally left blank]
15. **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.
16. **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 provided they are constructed according to the City's specifications and in accordance with and subject to the terms of the City's Subdivision Ordinance.
17. **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 utility company. The street lighting plan, electrical distribution plan, and natural gas layout shall be designed by the utility company and approved by the City.

Standard street lighting shall be wood poles with LED fixtures. The City shall pay the utility company 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 the utility company. 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.
18. **Off-Site and Other Existing Improvements.** [Intentionally left blank]
19. **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).
20. **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.
21. **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 \$2,225 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.

22. **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.
23. **City Costs.** [Intentionally left blank]
24. **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 **\$80,460.00**. The escrow amount is based on the amounts shown in Exhibit 5.
25. **Financing Alternative.** [Intentionally left blank]
26. **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.
27. **Merger; Successors and Assigns.** 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. The terms of this Agreement shall survive any closing involving the transfer of lots to any grantee and shall not merge with the deed. The terms and conditions of this Agreement shall be binding on successors and assignees of the Developer.
28. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
29. **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.
30. **Modification.** This agreement may not be modified or amended, except in writing, with the written consent of both the City and the Developer.
31. **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.

If to the City:

Director of Public Works
City of Neenah
211 Walnut Street
Neenah, WI 54956

If to Developer:

Integrity Custom Homes, LLC
Attn: Richard Van Sistine III
2835 W. College Avenue
Appleton, WI 54914

Dated this ____ day of _____, 2019.

CITY OF NEENAH

_____(SEAL)
Dean R. Kaufert, Mayor

Attest: _____(SEAL)
Patricia A. Sturn, City Clerk

AUTHENTICATION
Signature(s) of Dean R. Kaufert, Mayor and Patricia
A. Sturn, City Clerk authenticated this ____ day of
_____, 2019.

James G. Godlewski
Title: Member State Bar of Wisconsin

THIS INSTRUMENT DRAFTED BY:

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

(SIGNATURES MAY BE AUTHENTICATED OR
ACKNOWLEDGED. BOTH ARE NOT NECESSARY.)

INTEGRITY CUSTOM HOMES, LLC

Richard C. Van Sistine III, Member

Michael J. Werth, Member

Jean E. Werth, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of
_____, 2019 the above- named Richard C.
Van Sistine III, Michael J. Werth and Jean E. Werth who
acknowledged that they are members of Integrity
Custom Homes, LLC, a Wisconsin limited liability
company, and that he is authorized to execute the
foregoing instrument on Integrity Custom Homes, LLC's
behalf.

Notary Public, _____ County, Wisconsin.
My commission is permanent.
(If not, state expiration date: _____)

Exhibit 1 (continued) First Addition to Integrity Acres Plat Map

FIRST ADDITION TO INTEGRITY ACRES

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2831 AS RECORDED IN VOLUME 1 OF CERTIFIED SURVEY MAPS ON PAGE 2931 AS DOCUMENT NO. 876981 AND A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, ALL LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 15 NORTH, RANGE 10 EAST, CITY OF NEEHAH, WINNEBAGO COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, David W. Schmidt, Wisconsin Professional Land Surveyor, #130-1284, certify that I have surveyed, plotted and mapped part of Lot 1 of Certified Survey Map No. 2831 as recorded in Volume 1 of Certified Survey Maps on Page 2931 as Document No. 876981 and a part of the northeast 1/4 of the northeast 1/4, all located in the northeast 1/4 of the northeast 1/4 of Section 12, Township 15 North, Range 10 East, City of Neenah, Winnebago County, Wisconsin, containing 484.44 square feet (1818.59 acres) of land being more fully described as follows:

Commencing at the north 1/4 corner of said Section 12, thence S89°17'45" E, 433.74 feet along the North line of the Northwest 1/4 of said Section 12 to the North-south extension of the West line of land described in Document No. 1588372 and the East of the North-south extension of the West line of land described in Document No. 1588372; thence S02°24'47" E, 534.82 feet along said North line to the North-south extension of the West line of Lot 1 of Certified Survey Map No. 2831 as recorded in Volume 1 of Certified Survey Maps on Page 2931 as Document No. 876981; thence S07°24'47" E, 214.82 feet along said North-south extension and the South-south extension of said West line to the Southwest corner of Lot 1 of Certified Survey Map No. 2831 measured on Document No. 1711798, thence S89°17'45" E, 400.81 feet along the North line of Lot 1 of said Certified Survey Map No. 2831 to the Northwest corner thereof, thence N81°31'27" E, 200.88 feet along the East line of Lot 1 of said Certified Survey Map No. 2831 to the Southeast corner of land described in Document No. 1588372, thence S89°23'57" E, 84.50 feet along the South line of said lands to the Southeast corner thereof, thence N02°08'50" E, 170.19 feet along the West line of said lands and its westerly extension to the Point of Beginning.

This I have done with survey, level, compass and plat under the direction of the owners of said land, that such plot is a correct representation of all natural boundaries of the land surveyed and the subdivision thereof. This I have fully complied with the provisions of Chapter 235 of the Wisconsin Statutes and the Subordinate regulations of the City of Neenah in surveying, plotting and mapping the same.

Dated this _____ day of _____, 20____.

David W. Schmidt, PLS-1284
Wisconsin Professional Land Surveyor

UTILITY LOCATION PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by Integrity Custom Homes LLC, Oneonta, IA

WINNEBAGO PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Oneonta,

AT&T Wisconsin, a Wisconsin corporation, Oneonta, and

SPECTRUM (MD-AMERICA), LLC by Charter Communications, Inc., Its Manager, Oneonta,

their respective successors and assigns. In establishing, installing, operating, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electric, natural gas, telephone and cable, or facilities for such purposes on the entire lot or any part thereof to be used, all in, on, under, across, along and over the property shown within those maps on the plat designated as Utility Easement(s), and the property designated on the plat for electric and other utility easements, together with the right to install various corrections, poles, wires, cables and hangers, the authority of each party to these agreements, hereinafter, an easement, also the right to erect and put down break boxes and racks on the easement property for all such purposes. The easement owner shall have the right to install any other equipment or facilities on the easement property as may be necessary for the proper operation of the utility service, and the right to alter upon the easement property for all such purposes. The easement owner shall not be responsible for the installation of any utility services, facilities, structures, poles, towers, or equipment on or over the property, and shall have no liability for any such facilities or equipment. The easement owner shall be responsible for the installation and operation of all such facilities, structures, poles, towers, or equipment on or over the property, and shall be responsible for the maintenance, repair and replacement of any such facilities, structures, poles, towers, or equipment, without the prior written consent of Spectrum, Charter Communications, or any other utility service provider. The easement owner shall not be entitled to any compensation without written consent of Spectrum. This Utility Easement Provision does not prevent or prohibit anyone from utilizing or crossing the Utility Easement(s) on the plat designated as such.

The grant of easement shall be binding upon and have in the benefit of the heirs, successors and assigns of all parties hereto.

NO UTILITY TRANSDUCERS OR FITTINGS ARE TO BE SET WITHIN 2 FEET OF A LOT CORNER MEASUREMENT.

NO CONDUCTORS ARE TO BE BURIED WITHIN 1 FOOT OF A LOT CORNER MEASUREMENT.

CERTIFICATE OF CITY TREASURER

I, Michael K. Ecker, being the duly elected, qualified and acting City Treasurer of the City of Neenah, do hereby certify that the interests in any other state or federal taxes or special assessments as of _____ amounting to the total amount of \$ _____ are being added to Integrity Acres.

City of Neenah - Michael K. Ecker

Date: _____

Approved: _____ Mayor - Don E. Naeuber

Date: _____ Signed: _____ Mayor - Don E. Naeuber

I certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Neenah.

City Clerk - Billie A. Starn

STATE OF WISCONSIN

WINNEBAGO COUNTY

I, Kelly A. Starn, 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, acting through me to make a certificate of approval of the first addition to Integrity Acres upon application of the owner, Michael K. Ecker, City of Neenah, Wisconsin, do hereby certify that the said certificate was adopted and the approved map is in effect on this _____ day of _____, 20____.

Kelly A. Starn, Clerk

Noted:

County Treasurers Certificate:

I, Mary E. Koop, being the duly elected, qualified and acting County Treasurer of the County of Winnebago, do hereby certify that the interests in any other state or federal taxes or special assessments as of _____ amounting to the total amount of \$ _____ are being added to Integrity Acres.

Date: _____ County Treasurer Mary E. Koop

OWNER'S CERTIFICATE

Integrity Custom Homes LLC, as Owner(s), I/We hereby certify that I/we caused the land described on this plat to be surveyed, plotted, mapped and depicted as represented on First Addition to Integrity Acres. We own, partly, the whole, the land described on this plat as represented by a 235.10 as of _____ is as represented on the following approval or approvals:

Approving Authority: City of Neenah

Agencies Having Authority to Grant: Winnebago Department of Administration, Winnebago County Planning & Zoning

Dated this _____ day of _____, 20____.

Printed Name and Title: _____ Authorized Signature _____

Printed Name and Title: _____ Authorized Signature _____

State of _____, County of _____

Personally appeared before me on this _____ day of _____, 20____, the above named person to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Notary Public: _____ County: Winnebago

My Commission Expires: _____

COMMENTS BY APPLICANT

Michael Koop, a Wisconsin resident, is a resident of the State of Wisconsin, and he is the owner of the land described on this plat, and does hereby consent to the construction of Integrity Custom Homes LLC, as Owner(s).

IN WITNESS WHEREOF, the said Michael Koop has caused these presents to be signed by an Authorized Officer, and countersigned by an Authorized Officer at Oneonta, Wisconsin, and the same to be in force on this _____ day of _____, 20____.

IN THE PRESENCE OF:

WITNESSES: NATIONAL BANK OF WISCONSIN

Authorized Officer: _____ Authorized Officer: _____

Print Name: _____ Print Name: _____

(State of Wisconsin) Win

County: Winnebago

Personally appeared before me this _____ day of _____, 20____, the above named person to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Notary Public: _____ County: Winnebago

My Commission Expires: _____

There are no objections to this plat and return to the County Clerk of Winnebago County, Wisconsin. My Notary Commission Expires on _____, 20____.

Notary Public: _____ County: Winnebago

3101 W. 25th St., Oneonta, WI 54989
McMAHON
SURVEYING & PLANNING, INC.
A Division of The McGraw-Hill Companies

OWNER: WINNEBAGO PUBLIC SERVICE CORPORATION; AT&T WISCONSIN; SPECTRUM (MD-AMERICA), LLC BY CHARTER COMMUNICATIONS, INC. CITY OF NEEHAH TO INTEGRITY ACRES; JOHN K. ECKER, PLS 1284 12/16/2017 PL 15; NOTES: (1) PROPERTY ACREAGE FROM N. 1/4 N. 1/4 N. 1/4 N. 1/4 SECTION 12, T. 15 N., R. 10 E., C. OF NEEHAH, WI, IS 484.44 ACRES. (2) THESE PLATS ARE TO BE RECORDED WITHIN THE CITY OF NEEHAH, WI, AND THE SURVEYOR'S CERTIFICATE IS TO BE RECORDED WITHIN THE COUNTY OF WINNEBAGO, WI.

Exhibit 2
First Addition to Integrity Acres

Fee Schedule

Total Developable Acres = 18.235
Total Lots = 27

1. Subdivision Fee: \$1,000/acre x 18.235	\$18,235.00
2. Oversized sanitary sewer interceptor fee: \$1,000/acre x 18.235	\$18,235.00
3. Storm water management, erosion control, plan review and inspection fee: \$200 + \$75/lot	\$2,225.00
<hr/>	
Total Fees Due Upon Billing	\$40,520.00

Exhibit 3
First Addition to Integrity Acres

Storm Sewer Cost
Public Infrastructure
(Estimated)

1. Acreage

Total Developable Acres	18.235
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2. Storm/Infrastructure Construction Costs

Total Private (Developer) Costs (estimated)	\$ 33,194.00
Total Public Costs (estimated)	\$143,540.00
<hr/>	
Total Construction Costs (estimated)	\$176,734.00

3. Summary Public Infrastructure Costs

Developer Storm Fee Due City (\$5,000/ac x 18.235)	\$ 91,175.00
Public Storm Sewer Funded by Developer (estimated)	\$143,540.00
<hr/>	
Balance Due Developer for Public Storm Sewer Funded by Developer (estimated)	\$52,365.00

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
First Addition to Integrity Acres**

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

1. Oversized Water Main Costs Due Developer (estimated) 16 inch water main and valves	\$51,950.00
2. Oversized Water Main Deferred Assessment (Due City)	\$22,418.22
3. <u>Installation Inspection Fee Due Water Utility (estimated)</u>	
Total Due Water Utility at the time of billing	\$2,500.00

Neenah Water Utility

Integrity Construction - Integrity Acres Phase II

Water Main Construction Estimation of Costs / Oversizing

Water Main	Quantity	Unit	Cost	Total
8" Water Main	1110	LF	\$30.00	\$33,300.00
16" Water Main	1600	LF	\$64.00	\$102,400.00
16" x 16" x 6" Tee	2	EA	\$1,500.00	\$3,000.00
Hydrant	5	EA	\$3,750.00	\$18,750.00
6" Valve for Hydrant	5	EA	\$1,085.00	\$5,425.00
6" Water Main for Hydrant	50	LF	\$30.00	\$1,500.00
8" Valve	2	EA	\$1,500.00	\$3,000.00
16" Valve	2	EA	\$6,725.00	\$13,450.00

Total Water Main Installed on Integrity Way. \$180,825.00

Oversizing Cost	Quantity	Unit	Cost	Total
10" to 16" WM Oversizing	1600	LF	\$27.00	\$43,200.00
10" Valve to 16" Valve Oversizing	2	EA	\$4,375.00	\$8,750.00

Total Oversizing Cost Estimate \$51,950.00

**Exhibit 5
First Addition to Integrity Acres**

Escrow/Prepayment

Future Street and Sidewalk

- | | | |
|----|--|-------------|
| 1. | Gravel Street Maintenance
2,711 feet x \$10/centerline foot | \$27,110.00 |
| 2. | Sidewalk Installation (at \$25/lineal foot)
Integrity Way: 1,239 feet = \$30,975
Honor Street: 895 feet = \$22,375 | \$53,350.00 |

Total Prepayment/Escrow required		\$80,460.00
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DRAFT

**Exhibit 6
First Addition to Integrity Acres**

Terrace Tree Contribution

1.	Terrace Tree Contribution: \$150/lot x 27 lots	\$4,050.00
	<u>Amount due City upon each Integrity Acres lot closing</u>	<u>\$150.00</u>
	Total amount due upon each Integrity Acres lot closing	\$150.00

DRAFT

**Exhibit 7
First Addition to Integrity Acres**

Oversize Sanitary Sewer

Estimated Developer's Cost Due City

Sanitary Sewer Main Costs Due Developer (estimated)	\$ 37,845.00
Sanitary Main Deeper than 13 feet = 1,938 Lineal Feet	
1,938 LF x \$15/foot = \$29,070	
Sanitary Lateral Risers for Main deeper than 13 feet = 195 feet	
195 feet x \$45/foot = \$8,775	
<hr/> Installation Inspection Fee Due Sanitary Utility (estimated)	<hr/> \$ 4,800.00
Total Due at the time of billing	\$ 4,800.00

DRAFT

**Exhibit 8
First Addition to Integrity Acres**

Summary of Developer's Costs and Financing Per Lot

Estimated Developer's Cost Due at Billing

Exhibit 4:	Inspection Fee – Water Utility (Estimate)	\$ 1,500.00
Exhibit 7:	Construction Inspection Fees (Estimate)	<u>\$ 4,800.00</u>

Water Main Deferred Assessment

Exhibit 4:	Collected at time of closing (\$22,418.22/27 lots = \$830.30/lot)	\$ 22,418.22
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Estimated Public Storm Sewer Reimbursement Due Developer

Exhibit 3:	Public Storm Sewer (Estimate)	\$52,365.00
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Estimated Oversized Water Main and Sanitary Sewer Reimbursement Due Developer

Exhibit 4:	16 inch water main and valves (Estimate)	\$51,950.00
Exhibit 7:	Oversize sanitary sewer main depth (Estimate)	\$37,845.00

Estimated Developer's Costs to be Financed by City of Neenah (No Interest Due)

Exhibit 2:	Subdivision Fee	\$18,235.00
	Oversized Sanitary Fee	\$18,235.00
	Storm Water Management Fee	\$ 2,225.00
Exhibit 6:	Terrace Tree Contribution (\$150.00 x 27 lots)	\$ 4,050.00
	Honor Street Land Reimbursement	\$(18,235.00)
Exhibit 4:	Oversized Water Main Deferred Assessment	\$22,418.22
	Total to be financed by City (estimated)	\$46,928.22
	Special Assessment Applied To Each Lot (estimated) and Due at Lot Closing (\$46,928.22/27 lots = \$1,738.08/lot)	\$ 1,738.08

Developer's Escrow Fees Required

Exhibit 5:	Gravel Street Maintenance	\$27,110.00
	Sidewalk Installation	\$53,350.00
	Total Escrow Required	\$80,460.00



M E M O R A N D U M

DATE: December 5, 2019
TO: Chairman Erickson and members of the Finance Committee
FROM: Chris A. Haese, Executive Director
RE: **Tax Incremental District #7 Development Agreement, 997 S. Green Bay Road**

Jeffery Keesler, a local orthodontist, has expressed interest in constructing a new office and possible commercial space on the former Burger King property at 977 S. Green Bay Road. As you know, the property was recently vacated and is quickly falling into a state of disrepair. Staff has met with Dr. Keesler and his representative to discuss the project, the challenges with its redevelopment and possible assistance the City may offer to facilitate the transformation of the property. Recognizing the value redevelopment will have to this sight and the Green Bay Road corridor, staff negotiated the key points of a Development Agreement for the project. The structure of the Agreement would be a developer financed or pay/go agreement, which requires all expenditures to be made by the Developer. The City provides no direct dollars to the project other than those provided as an incentive payment once the project is complete. Due to tight timelines, a full Agreement has not been prepared, however, the primary components of the Agreement would include the following:

- The project would provide a minimum value increment of \$800,000.
- The Developer would be provided the opportunity to provide shortfall payments should the increment fall below the minimum value increment required.
- The City would provide an annual assistance payment of 90% of the additional tax increment collected from the property to a maximum of \$100,000.
- The payments would be provided for a maximum of six years beginning in the year following full occupancy of the building, which shall be no later than December 31, 2022.

The development assistance is being provided to support the demolition of the existing improvements, construction of storm water treatment facilities, environmental testing and remediation and geotechnical evaluations. Additionally, the new project is anticipated to create four to six new technician level jobs.

Assisting with this project will not only remove the obsolete improvements from the site, but will also negate the potential that the building becomes reoccupied with a less than desirable tenant. Construction of the new building is anticipated to begin in mid-2021.

Recommendations

Appropriate action at this time is to recommend Council authorize staff to prepare and execute a Development Agreement with Jeffery Keesler, with the noted terms, providing TID #7 assistance for the redevelopment of 997 S. Green Bay Road.



M E M O R A N D U M

DATE: December 6, 2019
TO: Chairman Erickson, Members of the Finance and Personnel Committee
FROM: City Attorney Jim Godlewski
RE: Refunds for 2018 to Aldi Inc. & Miller Securities resulting from palpable errors corrected by the Assessor pursuant to Wis. Stat. §70.43.
PROP ADDRESS: 927 S. Green Bay Rd
145 N. Commercial St.
Aldi's Inc. Original: \$353,000
2019 ASSESSED VALUE: Rev: \$305,000
Miller Securities: Orig: \$ 1,700
Revised: \$ 0.00

DESCRIPTION OF BASIS FOR REFUND

This memo deals with two personal property files that are subject to refunds due to palpable errors discovered during open book this year. The errors found this year also affected last year's assessment. Pursuant to the authority found at Wis. Stat. §70.43, the assessor may correct the error, report the error to the Board of Review and if approved by the board, the taxpayer is eligible for either a refund, if the error resulted in a decrease in assessed value, or additional tax if the error involved an increase in assessed value.

First, taxpayer Aldi's reported on the 2018 and 2019 statement of personal property, property tax exempt from taxation as the palpable error qualifying for a refund. This error was due to a change in state law, effective 1/1/2018, that makes equipment previously listed as taxable now exempt. The taxpayer did contend before the assessor that the proper assessment of his property should be \$305,000, a reduction of \$48,000 in value. The correction was made for this year (2019) but Aldi's was eligible for a refund for taxes assessed on the exempt property for 2018.

Second, Miller Securities indicated they ceased business operations prior to 1/1/2018. Thus the property was no longer in existence in Neenah for taxation purposes. The assessed value thus should be \$0.00, a \$1,700 decrease.

Both taxpayers in effect asserted that the property assessment was the result of a palpable error, qualifying them for a refund in this case. Based on the reduction in value,

STATUTORY CLAIM REQUIREMENTS

Under Wis. Stat. §70.43, the Assessor is empowered to make corrections to the tax roll and relay those corrections to the Board of Review. The assessor in this case did make the corrections of tax exempt property for Aldis and removed property for Miller Securities, and reported the same to the Board of Review. The Board of Review approved those changes referring the refunds to the Council for approval as provided by statute. Based on the revised values and the tax rate for 2018, Aldi's is entitled to a refund of \$1,118.38 and Miller Securities is entitled to a refund of \$39.61. Both amounts were calculated by the Finance Director.

An appropriate motion would be to recommend Council approve refunds to Aldi's of \$1,118.38 and \$39.61 for Miller Securities resulting from palpable errors found and corrected by the Assessor.