



**City of Neenah
Board of Public Works Agenda
Tuesday, April 9, 2019, 12:00 p.m.
Neenah City Hall
Hauser Room**

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

- I. Approval of the minutes of the March 27, 2019 meeting. (Minutes can be found on the City web site)
- II. Appearances.
- III. Unfinished Business.
- IV. New Business.
 - A. Community Development
 1. Integrity Acres Development Agreement.
- IV. Any announcements/questions for the Board.

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

**Minutes of the Board of Public Works Meeting
Wednesday, March 27, 2019 – 12:00 p.m.
Hauser Room**

MEMBERS PRESENT: Mayor Kaufert, City Attorney Godlewski, Director of Finance Easker, Director of Public Works Kaiser, Director of Community Development & Assessment Haese, Alderman Hillstrom. Alderman Bates was excused.

ALSO PRESENT: Clerk Sturn and Water Utility Director Mach.

Chairman Kaufert called the meeting to order at 12:06 p.m.

MINUTES: MSC Hillstrom/Kaiser to approve the minutes from the March 12, 2019 Board of Public Works meeting, all voting aye.

APPEARANCES: None.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

Water Department:

Pay Request No. 2 for Chemical Storage and Feed Modifications: Dir. Mach requested approval of Pay Request No. 2 for Chemical Storage and Feed Modifications to August Winter & Sons in the amount of \$52,820.00. The project is nearing completion with only some electrical work left to be done. It should be nearly completed by the end of April. There is one tank with flaws / cracks from exposure to the elements that will need to be rejected. The engineer from Robert E. Lee concurs that this tank should be replaced. Staff plans to meet with August Winters to determine if they will replace the rejected tank. Dir. Mach feels August Winters will make it right. If not, dollars will be held from the retainage for the project. **MSC Kaiser/Godlewski to recommend approval of Pay Request No. 2 for Chemical Storage and Feed Modifications to August Winter & Sons in the amount of \$52,820.00, all voting aye.**

MSC Godlewski/Hillstrom to adjourn at 12:13 p.m., all voting aye.

Respectfully Submitted,


Patricia A. Sturn
City Clerk



M E M O R A N D U M

DATE: April 5, 2019
TO: Mayor Kaufert, Common Council and Members of the Board of Public Works
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.

DOCUMENT NUMBER	DEVELOPMENT AND FEE AGREEMENT	THIS SPACE RESERVED FOR RECORDING DATA
<p>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:</p> <p>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.</p>		<p>Recording Area</p> <hr/> <p>Return to: James G. Godlewski, City Attorney City of Neenah, 211 Walnut Street Neenah, WI 54956</p>
<p>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</p> <p>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</p> <p>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</p> <p>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,</p> <p>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;</p> <p>NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, it is mutually agreed as follows:</p>		<p>Parcel No.: <u>8-11-3000-00-00</u></p> <p>1. <u>Sanitary Sewer Interceptor Fee and Subdivision Fee.</u> 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.</p>

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.

If to the City:

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

If to Developer:

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

Dated this _____ day of _____, 2019.

CITY OF NEENAH

INTEGRITY CONSTRUCTION, LLC

_____(SEAL)
Dean R. Kaufert, Mayor

Richard C. Van Sistine III, Member

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

Michael J. Werth, Member

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

Jean E. Werth, Member

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.)

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 Construction, LLC, a Wisconsin limited liability company, and that he is authorized to execute the foregoing instrument on Integrity Construction, LLC's behalf.

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

THIS INSTRUMENT DRAFTED BY: Marty Abino

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. 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

SURVEYOR'S CERTIFICATE

I, David M. Schmidt, Wisconsin Professional Land Surveyor, PLS-1284, certify that I have surveyed, drawn and mapped 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.

That I have made such survey, land division, and plat under the directions of the owners of said land. That said plat is a correct representation of all existing boundaries of the land surveyed and the subdivision thereof made. That I have fully complied with the provisions of chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Neenah in surveying, dividing and mapping the same.

Dated this 13th day of March, 2019.

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



CERTIFICATE OF CITY TREASURER

I, Michael K. Eaker, being the duly elected qualified and acting City Treasurer of the City of Neenah, do hereby certify that the reports in my office show no unpaid taxes or special assessments on or affecting the lands included in Integrity Acres.

Date _____ City Treasurer - Michael K. Eaker

CITY OF NEENAH APPROVAL

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

Date _____ Approved Mayor - Dean R. Kautert

Date _____ Signed Mayor - Dean R. Kautert

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

City Clerk _____ Patty A. Slum

STATE OF WISCONSIN

WINNEBAGO COUNTY

I, Patty A. Slum, 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, endorsing me to have a certificate of approval of the First Plat of Integrity Acres upon satisfaction of certain conditions, Integrity Construction LLC and I do hereby certify that all conditions were satisfied and the approval was granted and effective on this _____ day of _____, 2019.

Patty A. Slum, Clerk _____ Dated _____

COUNTY TREASURER'S CERTIFICATE

I, Mary E. Krueger, being the duly elected qualified and acting County Treasurer of the County of Winnebago, do hereby certify that the records in my office show no uncollected taxes and no unpaid fines or special assessments on or affecting the lands included in Integrity Acres.

Date _____ County Treasurer Mary E. Krueger

OWNER'S CERTIFICATE

Integrity Construction LLC, as Owner(s), I/we hereby certify that I/we caused the land described on this plat to be surveyed, drawn, mapped and delineated as represented on Integrity Acres. We also certify that this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection:

Approving Authority _____ Agencies having Authority to Object: Winnebago Department of Administration, Winnebago County Planning & Zoning

Dated this _____ day of _____, 2019.

Printed Name and Title _____ Authorized Signature _____

Printed Name and Title _____ Authorized Signature _____

Printed Name and Title _____ Authorized Signature _____

State of _____) ss
County) ss

Personally appeared before me on the _____ day of _____, 2019, the above named persons to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Notary Public _____ County, _____

My commission expires _____

CONSENT OF MORTGAGEE

Nicolet National Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and delineation of the land described on this plat, and does hereby consent to the certificate of Integrity Construction LLC as owner.

IN WITNESS WHEREOF, the said Nicolet National Bank has caused these presents to be signed by an Authorized Officer, and countersigned by its Authorized Officer as Dean Roy, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 2019.

In the Presence of:
NICOLET NATIONAL BANK OF GREEN BAY

Authorized Officer _____ Authorized Officer _____

Print Name Title _____ Print Name Title _____

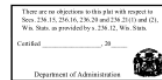
(State of Wisconsin) ss

County) ss

Personally came before me this _____ day of _____, 2019, the above named persons to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public _____ County, Wisconsin

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)	<hr/> \$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)	<hr/> \$ 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) \$38,179.00
16 inch water main and valves

2. Installation Inspection Fee Due Water Utility (estimated) \$1,500.00

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 ***

**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
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	\$150.00
	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

**Exhibit 8
Integrity Acres**

Summary of Developer's Costs and Financing 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>

Estimated Public Storm Sewer Reimbursement Due Developer

Exhibit 3:	Public Storm Sewer (Estimate)	\$14,684.00
Exhibit 3:	Storm Water Pond Reimbursement (Estimate)	\$ 3,014.00

Estimated Oversized Water Main and Sanitary Sewer Reimbursement Due Developer

Exhibit 4:	16 inch water main and valves (Estimate)	\$38,179.00
Exhibit 7:	10 inch sanitary sewer main (Estimate)	\$ 3,685.00

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

Exhibit 2:	Subdivision Fee	\$6,100.00
	Oversized Sanitary Fee	\$6,100.00
	Storm Water Management Fee	\$ 950.00
Exhibit 6:	Terrace Tree Contribution (\$150.00 x 10 lots)	\$ 1,500.00

Total to be financed by City (estimated)	\$13,300.00
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Special Assessment Applied To Each Lot (estimated) and Due at Lot Closing (\$13,300.00/10 lots = \$1,300.00/lot)	\$ 1,300.00
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Developer's Future Costs, Line of Credit (escrow) Required

Exhibit 5:	Two-Inch Asphalt Mat	\$23,310.00
	Sidewalk Installation	\$33,000.00
	Final Street Non-Assessable Frontage	<u>\$ 6,289.00</u>
	Total Letter of Credit/Escrow Required	\$62,599.00