

**CITY OF NEENAH**  
**FINANCE AND PERSONNEL COMMITTEE MEETING**  
**Monday, February 10, 2020 – 6:00 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 January 27, 2020 Regular Meeting (minutes can be found on the City's website)
3. The Committee will convene into closed session Pursuant to Wis. Stat. §19.85(1)(g) for the purpose of conferring with legal counsel for the City regarding strategy for settling litigation involving the City in light of the Gable v. Douglas case.
4. The Committee will Reconvene into Open Session.
5. Electronic Form Solution (attachment) J. Wenninger
6. Development Agreement - Castle Oak VI Subdivision (attachment) B. Schmidt
7. Amend Budget and Approve Initial Borrowing for Loren's Salvage Yard (attachment) C. Haese and M. Easker
8. TIF Report Follow-Up (attachment) M. Easker
9. 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](mailto: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, January 27, 2020 – 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:** Director of Community Development and Assessment Haese, Director of Public Works Kaiser, Director of Human Resources and Safety Kehl.

**Absent/Excused:** Alderman Kunz.

**Public Appearances:** None.

**Minutes:** Motion/Second/Carried Steele/Stevenson to approve the minutes from the December 9, 2019 Regular Meeting. All voting aye.

**Request to Fill Chief Building Inspector Position:** Committee reviewed memo of Director Haese requesting to fill the vacant Chief Building Inspector position. The position will be vacant due to the announced retirement of current Chief Building Inspector Brian Walter effective February 13. Mayor Kaufert has reviewed the request and concurs with filling the vacant position. Committee and staff discussed various aspects of the request, including who will supervise the position and the required qualifications and process of hiring for the position.

**Motion/Second/Carried Stevenson/Boyette to approve filling the vacant Chief Building Inspector position.** All voting aye.

**Request to Fill Sanitation Position:** Committee reviewed memo of Director Kaiser requesting to fill the vacant Sanitation position. The position will be vacant due to the announced retirement of current Public Works Crewman Mike Handler effective in late February. Director Kaiser indicated that he anticipates the position to be filled by a current sanitation worker and that he is requesting to fill that pending vacant Sanitation position. Mayor Kaufert has reviewed the request and concurs with filling the vacant position. Committee and staff discussed various aspects of the request, including discussion on the starting wage for sanitation workers.

**Motion/Second/Carried Stevenson/Steele to approve filling the Sanitation position.** All voting aye.

**Updates to Policy 2014-2: CDL Policy:** Committee reviewed memo of Director Kehl recommending Council approve the updates to Policy 2014-2: CDL Policy. The memo indicated that the federal government has opened a Commercial Driver's License (CDL) clearinghouse that provides employers with real-time information about CDL holders' drug and alcohol program violations. This includes the requirement that employers will need to query both prospective CDL employees as well as all CDL drivers annually.

Committee and staff discussed various aspects of the proposed updated policy. Director Kehl distributed a list of City positions that would be affected by the new policy. She also indicated that there is a cost of \$1.25 for each clearinghouse inquiry. Other issues discussed included when the requirement begins, the lookback period and how the information would be used by the City.

**Motion/Second/Carried Steele/Boyette recommending Council approve the updates to Policy 2014-2: CDL Policy. All voting aye.**

**Storm Sewer Connection Request – 449 S. Green Bay Road:** Committee reviewed memo of Director Kaiser regarding Park Air, Inc., 449 S. Green Bay Road, requesting a direct connection to the City's storm sewer system. The property is in the Town of Neenah. The company is requesting the connection to alleviate roof water drainage onto their north parking lot. Prior to this committee request, City staff has been discussing various options with the company. The options included the City charging them the standard City storm water charge for the entire lot (3.90 acres x \$5,000/acre = \$19,500), an option which the company rejected. Other options included assessing only the roof at a cost of \$1,750, an option not preferred by staff. The third option would be to develop a Service and Annexation Agreement with Pack Air to allow connection to the storm sewer systems at a reduced cost in return for the land being annexed into the City within at least a 15 year period.

Committee and staff discussed various aspects of the request and proposed options. Discussion quickly zeroed in on the Service and Annexation Agreement option with Pack Air. Issues discussed included the City's motivation to enter into such an agreement, the reasoning behind the 15 year annexation period and the estimated annual storm water fees that would be paid by Pack Air in addition to the fee to connect.

**Motion/Second/Carried Stevenson/Steele to direct staff to enter negotiations with Pack Air regarding a Service and Annexation Agreement with Pack Air, 449 S. Green Bay Road, addressing the conditions for permitting Pack Air's connection to the City's storm sewer system, including eventual annexation to the City. All voting aye.**

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

**Motion/Second/Carried Boyette/Stevenson to convene into closed session at 7:28 p.m. pursuant to Wis.Stat. §19.85(1)(g) for the purpose of conferring with the City Attorney who will render advice regarding the Section 74.37 Assessment Appeals filed by CVS Drug Store and Wal-Mart. All voting aye.**

**Reconvene into open session at 7:43 p.m.**

REPORT

REPORT

**CVS & Wal-Mart Assessment Appeals:**

**Motion/Second/Carried Stevenson/Steele to recommend Council retain Attorney Amy Seibel to represent the City in the assessment appeals filed by CVS Drug Store and Wal-Mart at a stated rate of \$200 per hour, with Attorney Godlewski to inform the Common Council as to the estimated hours and scope of work from Attorney Seibel prior to Common Council action. All voting aye.**

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

Respectfully submitted,



Michael K. Easker, CPA  
Director of Finance



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

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**DATE:** Thursday, February 6, 2020  
**TO:** Chairperson Erickson and Members of the Finance and Personnel Committee  
**FROM:** Joseph L. Wenninger, Information Systems Director  
**RE:** Electronic Form Solution

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**I am looking for Finance and Personnel Committee approval to purchase and implement SeamlessDocs, an Electronic Forms solution, at a cost not to exceed \$17,545. Funding for this purchase would be a combination of \$8,772.50 from Information Systems 2020 operating budget and \$8,772.50 of Preparedness Grant funds.**

SeamlessDocs is an annual SaaS (Software as a Service) subscription that will empower City of Neenah departments to go paperless with many forms and deliver better online services to citizens and staff when applicable. They specialize in form automation software, and offer solutions to help governments go digital, deliver online services, and automate business processes.

SeamlessDocs will be utilized city-wide to efficiently create electronic fillable documents accessible to citizens from the City's website and internal electronic fillable documents that are capable of being routed between city staff with workflow and approval functionality.

The implementation of SeamlessDocs will allow City staff to effectively achieve the following objectives:

1. Replace current and develop new workflow processes

One of the major objectives identified in the "City of Neenah Strategic Technology Plan" is migrating from HCL Notes/Domino on the Power 9 Server platform and Microsoft Office on premise to Microsoft Office 365 in the cloud. In order to accomplish this the biggest challenge is to find a solution for the current Domino applications that include workflow and a platform for development of future workflow processes. SeamlessDocs is that solution, allowing IS staff to convert the roughly 25 – 30 active processes currently in HCL Notes/Domino and user department staff to develop workflow processes with limited assistance from IS staff.

2. Convert all PDF documents residing on the City Website to Forms and Online Services

Because all applications/permits on the City's website are PDF documents the process of submitting an application/permit is a manual and very inefficient process that requires the citizen to 1) print the form, 2) manually fill out the form with pencil/pen and 3) either

February 6, 2020 – Page 2

mail, hand deliver or scan and email the completed document to appropriate city staff. An additional issue that regularly appears is that the citizen's penmanship is very poor to the point of being illegible. SeamlessDocs would significantly improve online services to citizens by allowing them to electronically fill in applications/permits and submit them to the appropriate City staff online. Currently the City has roughly 55 – 65 such documents on the City's website with additional documents planned.

3. Convert all PDF documents residing on the City Website to ADA Compliant Forms

The SeamlessDocs solution includes "Web Forms", a development tool, that ensures that all documents on the City's Website are Web Content Accessibility Guideline (WACG 2.1) and Section 508 compliant to meet ADA requirements. Utilization of the "Web Forms" tool will greatly simplify and speed up the process of bringing the existing 55 – 65 documents on the website into ADA compliancy.

Additional key benefits within the solution are: responsive design for mobile utilization, creation of a searchable forms database, an ADA compliant citizen service center portal, encryption, ability for citizens to upload attachments and e-signature. SeamlessDocs also has add-on modules for accepting online payments and integration with various document imaging solutions that the City will continue to review as future enhancements.

I look forward to discussing this request further during the February 10<sup>th</sup> Finance and Personnel Committee meeting. Thanks.



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## MEMORANDUM

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**DATE:** February 5, 2020  
**TO:** Chairman Erickson and Members of the Finance and Personnel Committee  
**FROM:** Brad Schmidt, Deputy Director of Community Development and Assessment  
**RE:** Development Agreement – Castle Oak VI Subdivision

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The Department of Community Development has received a final plat for the Castle Oak VI 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 provisions of the proposed Agreement are very similar to those approved in the Castle Oak II, Castle Oak III, and Castle Oak IV, and Castle Oak V Agreements. This will be the final phase of the Castle Oak subdivision.

The proposed plat (Castle Oak VI) includes 33 single-family residential lots located along Cavalry Lane. The land is currently zoned R-1, Single-Family Residence District. The average lot size is approximately 9,750 square feet which exceeds the minimum lot size for single-family residential lots. The Developer is responsible for installing public utilities (water, sanitary, and storm sewer). The City will inspect the installation of those utilities prior to accepting them as public.

**Appropriate action at this time is to recommend Common Council approve the Castle Oak VI 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 Castle Oak Development, LLC, the owner and developer ("Developer") of the following property lying within the City of Neenah:

*All of the Outlots 1, 2, 3, of CSM 7263 being part of the Southeast ¼ of the Southwest ¼ and the Southeast of the Northwest of Section 04, Township 19 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin.*

Recording Area

Return to:

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

Parcel Nos.: 8-02-1600-0101, 8-02-1600-0102, and 8-02-1600-0103

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 "Castle Oak VI" or the "Development"); and

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

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

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

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

1. **Sanitary Sewer Interceptor Fee and Subdivision Fee.** 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 Castle Oak VI as more particularly detailed in Exhibit 2. As subsequent phases of Castle Oak 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 Castle Oak VI, 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. **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 4.

7. **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 Castle Oak VI (See Exhibit 5).

In late spring or early summer 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 Castle Oak VI (See Exhibit 5).

8. **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.

9. **Park Dedication.** [Intentionally left blank]
10. **Outlots and Public Parks.** [Intentionally left blank]
11. **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.
12. **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.
13. **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.
14. **Off-Site and Other Existing Improvements.** [Intentionally left blank]
15. **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).

16. **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.
17. **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 \$2,675 for plan review and an estimated \$6,200 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.
18. **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.
19. **City Costs.** [Intentionally left blank]
20. **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 **\$59,855.00**. The escrow amount is based on the amounts shown in Exhibit 5.
21. **Financing Alternative.** [Intentionally left blank]
22. **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.
23. **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.
24. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
25. **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.
26. **Modification.** This agreement may not be modified or amended, except in writing, with the written consent of both the City and the Developer.
27. **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:

Castle Oak Development, LLC  
c/o Epiphany Law, LLC  
Attn: Kevin L. Eismann  
4211 N. Lightning Drive  
Appleton, WI 54913

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF NEENAH

CASTLE OAK DEVELOPMENT, LLC

\_\_\_\_\_(SEAL)  
Dean R. Kaufert, Mayor

\_\_\_\_\_  
Kevin L. Eismann, member

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

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) of Dean R. Kaufert, Mayor and Patricia A. Sturn, City Clerk authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
James G. Godlewski  
Title: Member State Bar of Wisconsin

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 the above- named Kevin L. Eismann who acknowledged that he is a member of Castle Oak Development, LLC, a Wisconsin limited liability company, and that he is authorized to execute the foregoing instrument on Castle Oak Development, LLC's behalf.

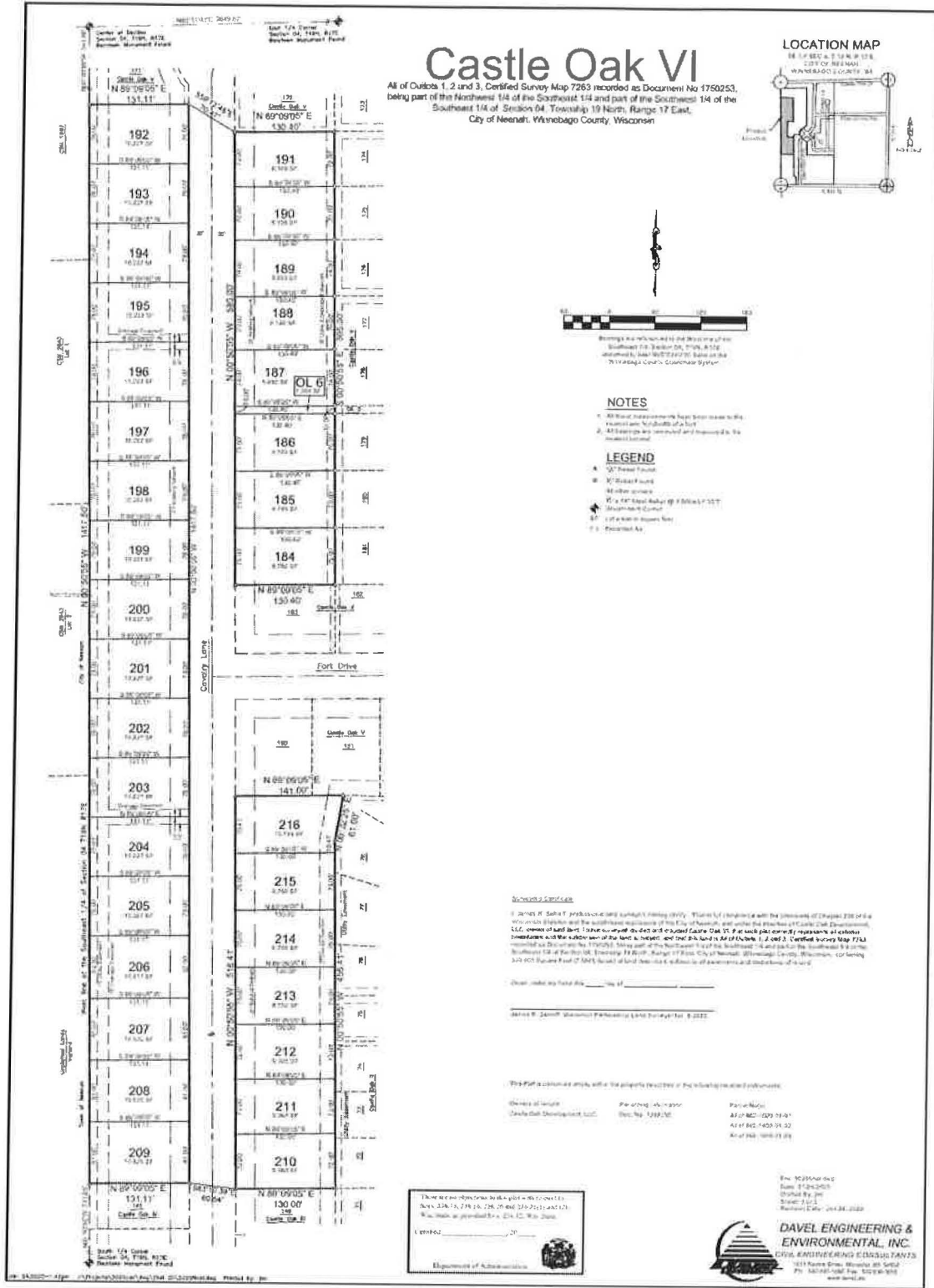
THIS INSTRUMENT DRAFTED BY:

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

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

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

# Exhibit 1 Castle Oak VI Plat Map





**Exhibit 2  
Castle Oak VI**

**Fee Schedule**

Total Developable Acres    9.53  
Total Lots                        33

1. Subdivision Fee: \$1,000/acre x 9.529	=	\$ 9,530.00
2. Oversized sanitary sewer interceptor fee: \$1,000/acre x 9.529	=	\$ 9,530.00
3. Storm water management, erosion control, plan review and inspection fee: \$200 + \$75/lot	=	\$ 2,675.00
<b>Total Fees Due Upon Billing</b>	<b>=</b>	<b>\$21,735.00</b>



**Exhibit 3  
Castle Oak VI**

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

1. Acreage

Total Assessable Acres	9.529
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2. Storm/Infrastructure Construction Costs

Total Private (Developer) Costs (estimated)	\$48,878.50
Total Public Costs (estimated)	<u>\$63,303.25</u>
Total Construction Costs (estimated)	\$112,181.75

3. Summary Public Infrastructure Costs

Developer Storm Fee Due City (\$5,000/ac x 9.53)	\$47,645.00
Public Storm Sewer Funded by Developer (estimated)	<u>\$63,303.25</u>

**Balance Due Developer for Public Storm Sewer  
Funded by Developer**

**\$15,657.75**

**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  
Castle Oak VI**

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

1. Oversized Water Main Costs Due Developer (estimated)	
16 inch water main and valves (23.1% of cost)	\$ 0.00
12 inch water main and valves (9.9% of cost)	<u>\$ 0.00</u>
	\$ 0.00
2. Installation Inspection Fee Due Water Utility (estimated)	<u>\$2,500.00</u>
<b>Total Due Water Utility at the time of billing</b>	<b>\$2,500.00</b>

**Exhibit 5  
Castle Oak VI**

**Escrow/Prepayment**

**Future Street and Sidewalk**

1. Two Inch Asphalt Mat 1,403' x \$35/centerline foot	\$49,105.00
2. Connecting Sidewalks 430' x \$25/lineal foot	<u>\$10,750.00</u>
<b>Total Prepayment/Escrow required</b>	<b>\$59,855.00</b>

DRAFT

**Exhibit 6  
Castle Oak VI**

**Terrace Tree Contribution**

1. Terrace Tree Contribution:  $\$150/\text{lot} \times 33 \text{ lots} = \$4,950.00$

Amount due City upon each Castle Oak VI lot closing \$150.00

**Total amount due upon each Castle Oak VI lot closing \$150.00**

DRAFT

**Exhibit 7  
Castle Oak VI**

**Miscellaneous Direct Developer's Cost**

**Estimated Developer's Cost Due City**

1. City Plan Review and Construction Inspection (Estimated)  
Total Due upon billing = \$6,200

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**Exhibit 8  
Castle Oak VI**

**Summary of Developer's Costs and Financing and Financing Per Lot**

Estimated Developer's Cost Due at Billing

Exhibit 4:	Inspection Fee – Water Utility	\$2,500.00
Exhibit 7:	Inspection Fee – Department of Public Works	\$6,200.00

Estimated Public Storm Sewer Reimbursement Due Developer

Exhibit 3:	Oversized Storm Fee (Estimate)	\$15,657.75
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Estimated Developer's Costs to be Financed by City of Neenah (interest due)

Exhibit 2:	Subdivision Fee	\$9,530.00
	Oversized Sanitary Fee	\$9,530.00
	Storm Water Management Fee	\$2,675.00
Exhibit 6:	Terrace Tree Contribution (\$150.00 x 34 lots)	\$4,950.00
	<b>Total to be financed by City (estimated)</b>	<b>\$26,685.00</b>
	<b>Special Assessment Applied To Each Lot (estimated) and Due at Lot Closing</b> (\$26,685.00/33 lots = \$808.63/lot)	<b>\$808.63</b>

Developer's Future Costs, Line of Credit (escrow) Required

Exhibit 5:	Two Inch Asphalt Mat	\$49,105.00
	Sidewalk Connections	<u>\$10,750.00</u>
	<b>Total Letter of Credit/Escrow Required</b>	<b>\$59,855.00</b>



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M E M O R A N D U M

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**DATE:** February 6, 2020  
**TO:** Chairman Erickson and members of the Finance Committee  
**FROM:** Chris A. Haese, Executive Director  
**RE:** **Loren's Salvage Yard Acquisition**

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The Neenah Common Council authorized the Community Development Authority to proceed with the acquisition of Loren's Salvage Yard at 2405 Schultz Drive in September 2018. The approved 2017 Capital Improvements Budget (TID #10) allocated \$700,000 for the acquisition. After lengthy negotiations, the acquisition was approved at a purchase price of \$900,000. Given the uniqueness of the acquisition and an uncertainty of the owner's ability to bring the property to closing, borrowing for the necessary funds was delayed. With a clear title now available, staff would like to proceed with completion of the acquisition.

Prior to moving forward, two Council actions are necessary. The first is to approve a budget amendment to the 2017 Capital Improvements Budget, and subsequent carry forwards, to allocate an additional \$200,000 of TID borrowing to provide sufficient funds for the purchase. Staff is requesting an additional \$50,000 be included in the amendment to cover brokerage fees and subsequent costs associated with the closing. The second action, which will be addressed in an ensuing memorandum from Director Easker, will be to identify and recommend the appropriate source of borrowing.

**Recommendations**

**An appropriate action at this time is to recommend Council amend the 2017 Capital Improvements Budget, allocating an additional \$250,000 in Tax Incremental District #9 (\$950,000 total) to fund the acquisition of Loren's Salvage Yard at 2405 Schultz Drive.**



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

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**DATE:** February 7, 2020  
**TO:** Chairman Erickson and Members of the Finance and Personnel Committee  
**FROM:** Michael K. Easker, Director of Finance *Mike*  
**RE:** Borrowing for Purchase of Loren's Salvage Yard

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Per the attached memo from Director Haese, the City is now ready to complete the purchase of Loren's Salvage Yard located in TIF #9. As his memo indicates, the City had budgeted \$700,000 for the project in 2017, but deferred taking action to borrow the funds given the uncertainty of the final purchase price and ultimate timing of the transaction. The final purchase price of \$900,000 was approved by the CDA and Common Council in 2018, but again the borrowing was deferred pending a final date to complete the purchase. As his memo indicates, Director Haese is requesting a final amount of \$950,000 to fund the purchase and related ancillary costs.

With the final purchase date now in place, the next step is to finalize the borrowing to fund the purchase. As you may recall, the project is not eligible for standard tax-exempt financing since the land, once purchased and cleared, will likely be resold to a private party. This would violate federal standards which prohibit a specific private benefit related to the issuance of municipal tax-exempt debt.

Upon review of the financing options available with Financial Advisor Brad Viegut, I am recommending the City pursue funding the purchase using the Board of Commissioners of Public Lands (BCPL) State of Wisconsin Trust Fund Loan program. The City last used the program when purchasing the new industrial park land from the Town of Neenah in 2004.

Current rates under the program are favorable when compared to issuing taxable debt in the private market, with the added benefit of no issuance costs and the ability to prepay the debt at any time. Current rates under the program are fixed at 3.25% with a debt maturity of 10 years or less, and 3.75% with a debt maturity of 11-20 years. Based upon the recent TIF analysis prepared by Baird, the TIF #9 pro forma indicates that the City's most appropriate option is to issue the debt with a 20 year repayment schedule to best match debt repayment with estimated future tax increment.

**Finance Department staff recommends approval of a loan from the Board of Commissioners of Public Lands (BCPL) State of Wisconsin Trust Fund Loan program, to fund the estimated costs of \$950,000 associated with the purchase of Loren's Salvage Yard located in TIF #9, with the loan to have a 20 year repayment schedule and a fixed interest rate of 3.75% for the life of the loan.**

Please contact me directly with any questions.





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MICHAEL K. EASKER, CPA  
*DIRECTOR OF FINANCE*

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

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**DATE:** February 7, 2020  
**TO:** Chairman Erickson and Members of the Finance and Personnel Committee  
**FROM:** Michael K. Easker, Director of Finance *Mike*  
**RE:** TIF Report Review

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As directed by the Committee of the Whole, the Tax Incremental District Analysis and Report as prepared and presented by Robert W. Baird on January 22 is on the agenda for further review and discussion.

Please contact myself or Director Haese directly with any questions.