



City of Neenah
Board of Public Works Agenda
Tuesday, December 10, 2019 – 11:00 am
Neenah City Hall
Council Chambers

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 November 26, 2019 meeting. (Minutes can be found on the City web site)
- II. Appearances.
- III. Unfinished Business.
- IV. New Business.
 - A. Community Development
 1. Development Agreement – First Addition to Integrity Acres Subdivision.
 2. Development Agreement – Dr. Jeffrey Keesler, 977 South Green Bay Road (Burger King)
- V. 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
Tuesday, November 26, 2019, 12:00pm Noon
Hauser Room**

MEMBERS PRESENT: Mayor Kaufert, City Attorney Godlewski, Director of Public Works Kaiser, Director of Finance Easker, Director of Community Development & Assessment Haese and Alderpersons Bates & Lang.

ALSO PRESENT: Deputy City Clerk Cheslock

Mayor Kaufert called the meeting to order at 12:00 p.m.

MINUTES: MSC Haese/Godlewski to approve the minutes from the October 30, 2019 meeting, all voting aye.

APPEARANCES: None.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

Public Works:

Pay Estimate No. 7 for Contract 2-19: Dir. Kaiser requested approval of Pay Estimate No. 7 for Contract 2-19, Miscellaneous Sewer and Water Main Construction and Street Construction on Stanley Street, Stanley Court, and Thomas Court to Robert J. Immel Excavating, Inc., Greenville, in the amount of \$387,770.35. Director Kaiser explained this payment is for mostly street work, including paving on Stanley Court and Thomas Court. Some of the lateral work that was required was more extensive than expected due to the condition of the laterals. Though this contract is concluding outside of the allotted time, Director Kaiser noted extenuating circumstances including heavy rainfall and other unpredictable weather conditions which kept the crews from completing on time. The City does have a warranty on this project, so if there are any issues in the coming year with the contracted work that has been completed there is a procedure to remedy the situation. Mayor Kaufert asked if there was a way to extend that warranty from one to two years due to the cold temperatures and lateness when the work was completed. Attorney Godlewski said it is possible, but the contractor would have to agree to it before the close of the contract. Mayor Kaufert asked Director Kaiser to include that request in conversation with the contractor as they work through the final numbers on the contract.

MSC Kaiser/Haese to approve Pay Estimate No. 7 for Contract 2-19, Miscellaneous Sewer and Water Main Construction and Street Construction on Stanley Street, Stanley Court, and Thomas Court to Robert J. Immel Excavating, Inc., Greenville, in the amount of \$387,770.35, all voting aye.

Final Payment for Contract No. 4-19: Dir. Kaiser requested approval of the Final Payment for Contract No. 4-19 Concrete Pavement and Sidewalk Repair to Sommers Construction Company, Inc., Shiocton, in the amount of \$100,769.62. Director Kaiser shared that after line adjustments the project came out under the contracted amount. There were a few smaller repairs that were not completed due to weather and they have been pushed out to future contracts.

MSC Kaiser/Godlewski to recommend Council approve the Final Payment Contract No. 4-19 Concrete Pavement and Sidewalk Repair to Sommers Construction Company, Inc., Shiocton, in the amount of \$100,769.62, all voting aye.

ADJOURNMENT

MSC Godlewski/Haese to adjourn at 12:15 p.m., all voting aye.

Respectfully Submitted,



Stephanie Cheslock
Deputy City Clerk

Info Only

Report



M E M O R A N D U M

DATE: December 9, 2019
TO: Mayor Kaufert and Members of the Board of Public Works
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)

- 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

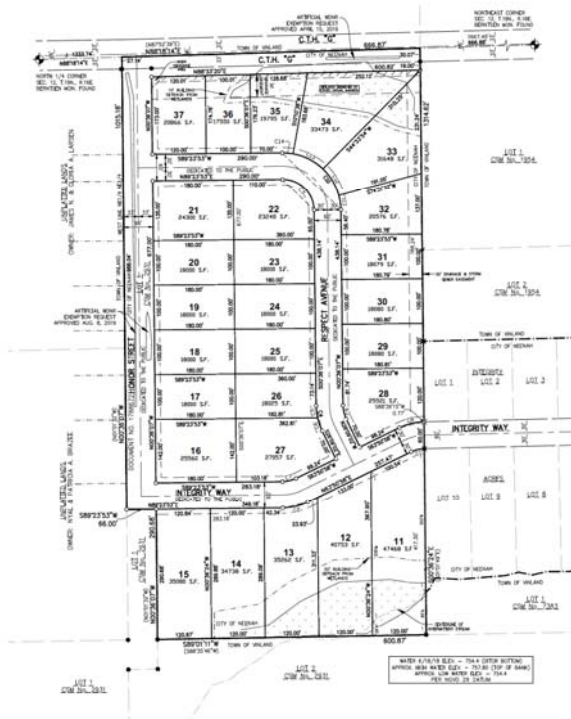
If to Developer:

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

Exhibit 1 First Addition to Integrity Acres Plat Map

FIRST ADDITION TO INTEGRITY ACRES

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 1/4 OF THE NORTHEAST 1/4, ALL 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



APPROVAL AGENCIES
CITY OF NEENAH
WINNEBAGO COUNTY PLANNING & ZONING

OWNER/SUBDIVIDER
INTEGRITY CUSTOM HOMES LLC
2830 W. COLLEGE AVE.
APPLETON, WI 54912
(920) 209-8493

DESIGNER
DAVID W. SCHMALZ
1442 WILLOW DRIVE
NEENAH, WI 54956
(920) 791-4200

- NOTES**
1. ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN WHATEVER MATTERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
 2. SIDEWALKS WILL BE INSTALLED ALONG BOTH SIDES OF INTEGRITY WAY WITHIN THE PUBLIC RIGHT-OF-WAY.
 3. THE FRONT YARD SETBACK PER THE CITY OF NEENAH ZONING ORDINANCE IS A MINIMUM OF 25 FEET. (SEE RESTRICTIVE COVENANTS FOR ADDITIONAL SETBACK REQUIREMENTS).
 4. NO STRUCTURES CAN BE PLACED WITHIN THE VISION CLEARANCE AREA.
 5. NO ACCESS IS PERMITTED ALONG THE WEST SIDE OF HONOR STREET WITHOUT THE WRITTEN APPROVAL OF THE CITY OF NEENAH PUBLIC WORKS DEPARTMENT.

- CITY OF NEENAH DRAINAGE & RETENTION EASEMENT RESTRICTIONS**
1. MAINTENANCE OF ALL DRAINAGEWAYS AND ASSOCIATED STRUCTURES WITHIN THE SUBDIVISION OR SERVING THE SUBDIVISION IS THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER(S) WITHIN THE SUBDIVISION.
 2. UPON FAILURE OF THE PROPERTY OWNER(S) TO PERFORM MAINTENANCE OF THE DRAINAGEWAYS AND ASSOCIATED STRUCTURES, THE CITY OF NEENAH RESERVES THE RIGHT TO PERFORM MAINTENANCE AND/OR REPAIRS. THE PAYMENTS OF SAID MAINTENANCE AND/OR REPAIRS SHALL BE ASSESSED AGAINST THE PROPERTY OWNER(S) OF THE SUBDIVISION WITH A DRAINAGE COVENANT.
 3. A DRAINAGE PLAN AND STORM WATER MANAGEMENT PLAN HAS BEEN FILED WITH THE CITY OF NEENAH WHICH STATES THE REQUIRED LEVELS OF MAINTENANCE FOR ALL THE IDENTIFIED STORM WATER MANAGEMENT SYSTEMS.
 4. UPON FINAL GRADING, THE DEVELOPER AND/OR OWNER SHALL COMPLY WITH THE SURFACE WATER DRAINAGE PLAN AS APPROVED BY AND ON FILE WITH THE CITY OF NEENAH.
 5. NO BUILDINGS OR FILL ALLOWED WITHIN THE WETLANDS UNLESS PERMITTED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND/OR US ARMY CORPS OF ENGINEERS.
 6. SLUMP PUMP DISCHARGE ARE TO BE CONNECTED TO THE STORM SEWER LATERAL PROVIDED.
 7. ROOF DOWNSPOUTS SHALL DISCHARGE AT GRADE AND SHALL NOT BE CONNECTED TO THE STORM SEWER SYSTEM.
 8. GARAGES ARE RECOMMENDED TO BE LOCATED ON THE "WIND" SIDE OF THE LOT.
 9. LOTS 11-13 SHALL HAVE A MINIMUM GRADE AT FOUNDATION ELEVATION OF 783.00. NO LOO-CUT-OUT OR EXPOSED WINDOWS BELOW ELEVATION 783.00.



LEGEND

- 1/4" x 1/4" x 30" ROUND STEEL REBAR
- 3/4" x 3/4" x 30" ROUND STEEL REBAR
- 1" x 1" x 30" ROUND STEEL REBAR
- 1" x 1" x 30" ROUND STEEL REBAR
- CERTIFIED LAND OWNER
- WETLANDS EASEMENT
- RECORDED EASEMENT AND/OR DISTANCE
- S.P. - SQUARE FEET
- EXISTING WETLANDS DELINEATED BY STEVE GARLAN WISCONSIN DATED JAN. 23, 2014 & AUG. 6, 2016
- UTILITY EASEMENT (SEE NOTES)
- ACCESS RESTRICTED HIGHWAY AND/OR ROAD

BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 16 EAST, WHICH BEARS N88°16'45" E T19N R16E W/2 S12E NEENAH COUNTY COORDINATE SYSTEM.

SCALE - FEET

100 50 0 100

Curve #	Radius	Delta	Length	Chord Direction	Chord Length	Tangent In	Tangent Out
C1	75.00'	24°48'11"	30.30'	N76°15'56"E	30.07'	S88°59'59"W	
C2	136.00'	25°32'55"	57.97'	N76°13'25"E	57.49'		
C3	75.00'	90°02'00"	109.94'	N45°36'47"W	98.99'		
C4	136.00'	25°32'55"	57.97'	S13°09'30"E	57.49'		
C5	136.00'	17°02'33"	27.88'	S88°22'34"E	27.31'		
C6	136.00'	17°02'33"	27.88'	S19°09'20"E	26.84'		
C7	75.00'	25°32'55"	31.21'	S76°13'25"W	30.96'		
C8	136.00'	24°48'11"	30.29'	S76°13'06"W	30.04'		
C9	75.00'	25°32'55"	31.21'	N63°02'35"W	30.96'		
C10	136.00'	90°02'00"	204.20'	N45°36'47"W	183.80'		
C11	136.00'	14°02'21"	30.99'	S87°02'39"E	30.99'		
C12	136.00'	20°12'47"	75.78'	S20°44'22"E	69.91'		
C13	136.00'	33°09'01"	75.99'	S43°04'48"E	74.99'		

There are no references to this plat with respect to Neenah, WI, 2014, 2016, 2018 and 2019. We have provided a 2014, WI, State. Created: _____ Department of Administration

SHEET 1 OF 2
McMAHON
SURVEYING & ENGINEERING
INCORPORATED
1000 W. WISCONSIN ST., SUITE 200
NEENAH, WI 54956
(920) 791-4200
www.mcmahonwi.com

THIS INSTRUMENT DRAFTED BY: *Marty Abing*

\\sfiles\w\PROJECTS\2019\1800507\2020\Survey Documents\SUBDIVISION PLATS\Final Plat First Addition to Integrity Acres.dwg, sheet 1, Plat Date: 12/3/2019 2:00 PM, pld_rtc_wnebg_2019_01 - created, r=neenah_admin\abing, e=plg first addition to integrity acres, r=red top first addition to integrity acres



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

FIRST ADDITION TO INTEGRITY ACRES

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 1/4 OF THE NORTHEAST 1/4, ALL LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 16 EAST, CITY OF NEDNAH, WINNEBAGO COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, David M. Schmitz, Wisconsin Professional Land Surveyor, PLS-1284, certify that I have surveyed, divided and mapped 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 1/4 of the Northeast 1/4, all located in the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 19 North, Range 16 East, City of Neeshah, Winnebago County, Wisconsin, containing 884,614 square feet (19,819 acres) of land, being more fully described as follows:

Commencing at the North 1/4 corner of said Section 12; thence N88°18'14"E, 1333.74 feet along the North line of the Northeast 1/4 of said Section 12 to the Northernly extension of the West line of Lands described in Document No. 1788672 and the Point of Beginning; thence S00°01'14"E, 666.87 feet along said North line to the Northernly 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°28'24"E, 1314.82 feet along said Northernly extension and the Southernly 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°21'11"W, 600.87 feet along the North line of Lot 2 of said Certified Survey Map No. 2931 to the Northeast corner thereof; thence N02°38'07"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°23'33"W, 66.00 feet along the South line of said Lands to the Southeast corner thereof; thence N02°38'07"W, 1010.18 feet along the West line of said Lands and its Northernly extension to the Point of Beginning.

That I have made such survey, land division, and plat under the directions of the owners of said land, that such 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 Neeshah in surveying, dividing and mapping the same.

Dated this _____ day of _____, 20____.

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

UTILITY EASEMENT PROVISIONS

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

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

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

SPECTRUM MO-AMERICA, LLC by Charter Communications, Inc., its Manager, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same in now or may hereafter be used, as well as other utilities, along and under the property shown within these maps on the plat designated as Utility Easement and the property designated on the plat for streets and drives, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of such lot to serve improvements, thereon, or on adjacent lots, also the right to bury or lay down lines, trench and conduits as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantee agrees to restore or cause to be restored, the property, as nearly as is reasonably possible, to the condition existing prior to each entry by the Grantee or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any lines, trench or conduits which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantee's facilities or in, upon or over the property within the lines marked "UTILITY EASEMENT" without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of Grantee. This Utility Easement Provision does not prevent or prohibit others from utilizing or creating the Utility Easement as the Utility easement(s) are non-exclusive.

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

NO UTILITY TRANSFORMERS OR PEDESTALS ARE TO BE SET WITHIN 2 FEET OF A LOT CORNER MONUMENT.

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

CERTIFICATE OF CITY TREASURER

I, Michael K. Esker, being the duly elected, qualified and acting City Treasurer of the City of Neeshah, do hereby certify that the records in my office show no unpaid taxes or special assessments as of _____ affecting the lands included in First Addition to Integrity Acres.

Date _____ City Treasurer - Michael K. Esker

CITY OF NEDNAH APPROVAL

Resolved that "First Addition to Integrity Acres" in the City of Neeshah, Integrity Custom Homes LLC, as Owner(s) is hereby approved by the Common Council.

Date _____ Approved _____ Mayor - Dean R. Kauferl

Date _____ Signed _____ Mayor - Dean R. Kauferl

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

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 Neeshah, do hereby certify that the common council of the City of Neeshah, authorizing me to issue a certificate of approval of the First Addition to Integrity Acres upon satisfaction of certain conditions, Integrity Custom Homes LLC and I do hereby certify that all conditions were satisfied and the approval was granted, and effective on this _____ day of _____, 20____.

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 unpaid taxes and no unpaid fees or special assessments as of _____ affecting the lands included in First Addition to Integrity Acres.

Date _____ County Treasurer Mary E. Krueger

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, divided, mapped and dedicated as represented on First Addition to 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
City of Neeshah _____ 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 _____

Printed Name and Title _____ Authorized Signature _____

State of _____)
County) as

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

Notary Public _____

My commission expires _____ County _____

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 dedication of the land described on this plat, and does hereby consent to the certificate of Integrity Custom Homes LLC, as Owner(s).

IN WITNESS WHEREOF, the said Nicolet National Bank has caused these presents to be signed by an Authorized Officer, and countersigned by an Authorized Officer of Green Bay, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 20____.

In the Presence of:

NICOLET NATIONAL BANK OF GREEN BAY

Authorized Officer _____ Authorized Officer _____

Print Name Title _____ Print Name Title _____

(State of Wisconsin) _____)
County) JSS

Personally come before me this _____ day of _____, 20____, 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 _____

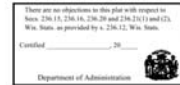


Exhibit 2
First Addition to Integrity Acres

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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Exhibit 6
First Addition to Integrity Acres

Terrace Tree Contribution

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

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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
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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.