

CITY OF NEENAH
SPECIAL FINANCE AND PERSONNEL COMMITTEE MEETING
Wednesday, June 16, 2021– 6:00 p.m.
Council Chambers, 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 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 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. Bridgewood Development Agreement – Land Transfer (attachment) C. Haese
3. Code Enforcement Officer/City Sealer Position (attachment) C. Haese
4. Adjournment

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call **the Neenah Finance Department at (920) 886-6140** or the **City's ADA Coordinator at (920) 886-6106** or e-mail attorney@ci.Neenah.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.



M E M O R A N D U M

DATE: June 10, 2021
TO: Chairman Erickson and Finance Committee Members
FROM: Chris A. Haese, Director of Community Development and Assessment
RE: **Bridgewood Development Agreement – Land Transfer**

As the Council is aware, staff has been working on a possible redevelopment of the former Bridgewood Golf Course. In conjunction with that redevelopment, staff has also been working towards the design and construction of a new multimodal trail along Jewelers Park Drive and the west side of the former golf course. In order to continue to progress toward the development of the trail, the City has to have full control of property to facilitate placement of the trail.

Attached for your review and consideration is a proposed Agreement with Bridgewood Golf Course, LLC. This agreement would provide for the transfer of property both to facilitate the construction of the proposed trail and to also provide an opportunity for enhancement of the City's storm water management infrastructure. The management and maintenance responsibilities for the existing pond and its associated pumps along the north side of the golf course property would transfer from the developer to the City.

The pending Jewelers Drive Trail was originally conceived in 2002 as part of a looped trail system that would traverse the perimeter of the entire Bridgewood Development. The trail was constructed along the east and north sides of the development. However, due to space constraints along the west side of the golf course property, this portion of trail has yet to be completed. With the closing of the golf course, the former fairway #9 provides a convenient location of sufficient size to allow completion of the trail. The proposed Agreement would provide for the transfer of this property to the City.

The existing pond along the north side of the golf course has been evaluated on several occasions as a possible enhancement to the City's storm water management system. The pond receives water from a relatively large sub-watershed that extends upstream, or easterly, to S. Commercial Street and includes a mix of industrial, commercial and residential properties. The ability to treat this water prior to its discharge into Neenah Creek would be of substantial benefit to the City as it strives to meet clean water requirements imposed by EPA and the State of Wisconsin.

The pond is currently owned and maintained by Bridgewood Golf Course. The pond is created in part by an earthen barrier near its confluence with Neenah Creek. In addition to drainage pipes that bisect this barrier, a series of pumps exists to provide control of the pond elevation. Bridgewood Golf Course and the City have discussed in prior years the possible transfer of the pond to the City. However, a stumbling block to that transfer was the request that the City purchase the pond and associated equipment for approximately \$130,000. As a result of the purchase price, it was determined that a purchase was not in the best interest of the City at that time, even with the probable benefits of enhanced storm water management. The proposed Agreement provides for the transfer of the pond, adjacent property and associated equipment without charge.

June 11, 2021 – Page 2

Although the proposed property transfers would occur at no cost to the City, the City would be taking on operating and maintenance responsibilities for the fairway #9, the pond and pond equipment. The primary operational costs for fairway #9 would be for mowing. In speaking with Park and Recreation Director Kading, the time to mow this property equates to approximately ½ hour per week if the mowing is consistent with other park mowing schedules.

The operational and maintenance costs to take ownership and responsibility for the north pond area would include maintenance of the pond area, which would likely be limited to the occasional removal of debris from the pond and pond shoreline, and the pumps. We are researching the operational costs of the pumps and will have an estimate of those costs to you at, or prior, to the Wednesday meeting as well as an estimate of the value of enhanced storm water treatment.

Appropriate action at this time is to recommend Council approve the Development Agreement with Bridgewood Golf Course, LLC, to allow for transfer of golf course property to the City of Neenah for the purpose of enhanced storm water management and a multimodal trail.

**TAX INCREMENT DISTRICT NO. 7
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is dated as of the ____ day of June, 2021 by and between Bridgewood Golf Course, LLC, a Wisconsin limited liability company (the "Developer") and the CITY OF NEENAH, a Wisconsin municipal corporation (the "City").

RECITALS

City and Developer acknowledge the following:

A. Developer desires approval by the City to create a Development Agreement to allow for the redevelopment of a portion of the "Golf Course Parcel" (as defined in the original Development Agreement).

B. In 2000, the City created Tax Increment District No. 7 (the "District") pursuant to Section 66.1105, Wis. Stat. (the "Tax Increment Law") and approved a plan for the redevelopment of the District (the "District Plan").

C. Subject to obtaining assistance set forth herein, the Developer intends to undertake development of their Property (the "Development Project") that will increase its value and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole. The Development Projects are consistent with the District Plan for TIF No. 7.

D. The City desires to encourage economic development including the elimination of slum and blight, expand its tax base, and create new jobs within the City, the District and the Property. The City finds that the development of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serve a public purpose in accordance with state and local law.

E. The Development Projects would not occur without the use of Tax Incremental Financing.

F. The City, pursuant to Common Council Action dated _____, has approved this Agreement and authorized the execution of the Agreement by the proper City officers on the City's behalf.

G. The Developer has approved this Agreement and authorized Richard J. Batley to execute this Agreement on the Developer's behalf.

H. All terms that are in upper case but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

NOW THEREFORE, in consideration of the above recitals, which are contractual, and the mutual promises contained herein, the parties agree to the following terms and conditions:

ARTICLE 1 PURPOSES - DEFINITIONS

1.1 Purpose of Agreement. The parties have agreed upon a plan for redevelopment of the Development Area (the "Development"). The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the land will take place.

1.2 Definitions. The terms listed below shall be defined for the purposes of this Agreement as follows:

1.2.1. **"City"** means the City of Neenah, a Wisconsin Municipal Corporation. The City may also be referred to as the City of Neenah.

1.2.2. **"Developer"** means Bridgewood Golf Course, LLC, LLC, a Wisconsin [Type of Corporation].

1.2.3. **"Development Projects" or "Projects"** means the overall construction of the improvements and uses anticipated by the Development Plan and this Agreement for the Development Area.

1.2.4. **“Development Area”** means the sum of all property described in Exhibit A, and constitutes the total boundaries of the project for which this Agreement is provided.

1.2.5. **“TID #7”** means Tax Incremental District No. 7 created by City Res. No. 6946; as amended by City Res(s). 6990, 7122, 7174, 2012-14, 2015-36.

1.2.6. **“Zoning Code”** means Chapter 26 of the Code of Ordinances of the City of Neenah. The Zoning Code may also be referred to as the “Code”

ARTICLE 2 UNDERTAKINGS OF THE DEVELOPER

The Developer agrees that it shall:

2.1 Cooperate with the City to facilitate the City’s performance under Article 3.

2.2 Developer shall transfer ownership of the properties depicted in Exhibit A. Parcel “A” will be utilized as public open space and will facilitate the placement and completion of the proposed Jewelers Park Drive/Bridgewood Trail. Parcel “B” will include the existing pond and pond control structures (berm, pumps, etc.) and the real estate and public trail north of the pond. With the transfer of ownership, the Developer acknowledges the City shall have the right to modify the pond area, including the removal of the pump system, to improve the pond for utilization as a component of the City’s storm water management program. The City will not be held liable for any flooding occurring as a result of natural storm events, either prior to or after modification of the pond area. The exact boundaries of Parcel “A” and “B” will be mutually agreeable to the City and Developer and will be codified in a Certified Survey Map of the proposed parcels. The transfer of ownership shall occur as directed by the City of Neenah City Attorney.

2.3 The Developer shall provide the City a 20 – 30 foot wide easement adjacent to the south shore of the pond area in of Parcel “B” for the purposes of providing access to the pond for periodic maintenance and pond modification. The easement shall be depicted on the Certified Survey Map noted

in Section 3.5.5. *[Note: This could be accepted as a dedication as well, provided the Developer will take responsibility for maintaining the property (mowing, etc.)].*

2.4 The Developer shall transfer ownership of an additional one acre (approximately) of property, as noted in Exhibit A, for the purpose of increasing the storm water capacity of the pond described in Parcel "B". The additional property shall be included in the Certified Survey Map noted in Section 3.5.5 and shall be part of Parcel "B."

ARTICLE 3 UNDERTAKINGS OF THE CITY

The City agrees that it shall:

3.1 Appropriate sufficient funds for the performance of its obligations under this Agreement as described in this section.

3.2 City shall cooperate with Developer throughout the implementation of the Development Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

3.3 City shall provide to the Developer a minimum of 25,000 cubic yards of fill material for the purpose of raising the elevation of the "Golf Course Parcel" to sufficient height to remove the property from any regulated floodplain. The fill material will be deposited on the Golf Course Parcel at a mutually agreeable location as determined by the Development and the City. The source of the fill will likely be the City of Neenah's Harrison Street storm water retention pond project but that other sources of material may also be used.

3.4 The City will accept ownership of the properties depicted in Exhibit A. Parcel "A" will be utilized as public open space and will facilitate the placement and completion of the proposed Jewelers Park Drive/Bridgewood Trail. Parcel "B" will include the existing pond and pond control structures (berm, pumps, etc.) and the real estate and public trail north of the pond. The City will reserve the right to modify

the pond area, including the removal of the pump system, to improve the pond for utilization as a component of the City's storm water management program. The City will not be held liable for any flooding occurring as a result of natural storm events, either prior to or after modification of the pond area. The exact boundaries of Parcel "A" and "B" will be mutually agreeable to the City and Developer and will be codified in a Certified Survey Map of the proposed parcels. The transfer of ownership shall occur as directed by the City of Neenah City Attorney.

3.5 The City will accept a 20 – 30 foot easement adjacent to the south shore of the pond in Parcel "B" for the purposes of providing access to the pond area for periodic maintenance and pond modification. The easement shall be included on the Certified Survey Map noted in Section 3.5.5. *[(Note: This could be accepted as a dedication as well, provided the Developer will take responsibility for maintaining the property (mowing, etc.)).]*

3.6 The City will provide the Developer with mutually agreeable access and control of the existing pylon signs on Parcel "A" in a fashion that is also in compliance with the Neenah Municipal Code.

3.7 The City will allow the Developer the use of the existing ponds on Parcel "A" and Parcel "B" for stormwater drainage which may be necessary and which may result from future and further development of Developer's currently vacant property located on the north side of Cameron Way.

3.8 The City will accept ownership of an additional one acre (approximately) of property from the Developer, as noted in Exhibit A, for the purpose of expanding the storm water capacity of the pond described in Parcel "B". The additional property shall be included in the Certified Survey Map noted in Section 4.4 and shall be included as part of Parcel "B".

3.9 City has created TID No. 7 to support the Development Projects at the Development Area.

ARTICLE 4 TAX STATUS

4.1 As long as the District is in existence, the Development Project including the land and all buildings and improvements thereon shall be owned and taxable for real estate tax, special assessment

purposes and personal property taxes. The City may waive the above restriction upon execution of a payment in lieu of taxes (PILOT) agreement, on a form acceptable to the City, made between the City and the owner or lessee of an exempt Development Project.

ARTICLE 5
NO PARTNERSHIP OR VENTURE

5.1 Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

ARTICLE 6
CONFLICT OF INTEREST

6.1 No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

ARTICLE 7
WRITTEN NOTICES

7.1 Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE CITY:

City of Neenah
Community Development Department
211 Walnut Street
Neenah, WI 54956
Attention: Chris Haese

With a copy to:

City of Neenah
City Attorney's Office
211 Walnut Street
Neenah, WI 54956
Attn: Attorney Adam J. Westbrook

DEVELOPER:

Bridgewood Golf Course, LLC
1000 Cameron Way
Neenah, WI 54956
Attn: Richard J. Batley

With a copy to:

Krause & Krause
51 Park Place, Suite 300
Appleton, WI 54914
Attn: Attorney Steven P. Krause

**ARTICLE 8
MISCELLANEOUS**

8.1 *Assignment.* No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party except as otherwise provided for in this Agreement. Notwithstanding the foregoing, Developer may: (i) assign its rights and obligations under this Agreement to an entity that holds title to the Project and that is controlled by Developer or by one or more of the principals of Developer. The City shall not be bound to any such assignment until it has received written notice.

8.2 *Nondiscrimination.* The Developer agrees that neither the Development Area nor any portion thereof, shall be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed ethnic origin or identity, color, gender, religion, marital status, age, handicap, or national origin and that construction, redevelopment, improvement, and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination or any of the foregoing grounds.

8.3 *Financial Reports.* The Developer agrees to maintain records such that actual project expenditures in the Development may be ascertained. Upon reasonable notice from the City, authorized representatives of the City shall be entitled to examine such records at the Developer's Development to verify the amount of construction expenditures that have been incurred by the Developer.

8.4 *Cost Overruns.* Except, as provided herein, all work, undertakings, or other actions to be taken by a specific party hereto shall be completed at the sole cost and expense of such party. Without limiting the foregoing, all cost overruns of any work, undertaking, or other action to be taken by City hereunder shall be borne by City. Likewise, and without limiting the foregoing, all cost overruns of any work, undertaking, or other action to be taken by the Developer hereunder shall be borne by Developer.

8.5 *No Third Party Beneficiaries.* This Agreement is made solely for the benefit of the parties hereto and their permitted assignees, and no other party shall acquire or have any rights under this Agreement or by virtue of this Agreement.

8.6 *No Personal Liability.* Under no circumstances shall any shareholder, partner, member, officer, director, employee, contractor, or agent of City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability against any such party.

8.7 *Force Majeure.* No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, or by any other cause not within the control of the party whose performance was interfered with, and which, by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, (collectively, "events of force majeure") and the time for performance shall be extended by the period of delay occasioned by any such cause.

8.8 *Order of Precedence.* In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement and any previous agreement between the parties, the terms and conditions of this Agreement shall prevail.

8.9 *Governing Law.* The laws of the State of Wisconsin shall govern this Agreement.

8.10 *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. No amendment of this Agreement shall be effective unless in writing and signed by the party to be bound thereby.

8.11 *Severability.* If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance shall not have the effect of rendering the provision in question

inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of City, including, but not limited to, their powers under the Tax Increment Law, § 66.1105, Wis. Stats, and the Blight Elimination and Slum Clearance Act, § 66.1333, Wis. Stats., to achieve its intended purpose. Reference is made to Chapter 105, Laws of 1975 § 4, and to § 66.1333(17), Wis. Stats., which provide that the Tax Increment Law and the Blight Elimination and Slum Clearance Act should be construed liberally to effectuate their purposes.

8.12 Further Assurances. The parties shall enter into all such further agreements and instruments and shall take all such further actions as may be reasonably necessary or desirable to give further force or effect to this Agreement.

8.13 Time is of the Essence. Time is of the essence as to all dates and time periods set forth in this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF NEENAH:

By: _____
Dean Kaufert, Mayor

ATTEST:

By: _____
Charlotte Nagel, City Clerk

I hereby certify that the necessary funds have been provided to pay the liability incurred by the City of Neenah on the within Contract.

Michael K. Easker, Director of Finance

APPROVED AS TO FORM:

Adam J. Westbrook, City Attorney

DEVELOPER:

BRIDGEWOOD GOLF COURSE, LLC
BRIDGEWOOD HOLDINGS OF NEENAH, LLC, ITS
SOLE MEMBER

By: _____
Richard J. Batley, Member

SCHEDULE OF EXHIBITS

A. Development Area

Exhibit A

Development Area





MEMORANDUM

DATE: June 9, 2021
TO: Chairman Erickson and Finance Committee Members
FROM: Chris A. Haese, Director of Community Development and Assessment
RE: **Code Enforcement Officer/ City Sealer position**

With the recent resignation of Katie Osthelder, the City is without a Code Enforcement Officer and a City Sealer. I am requesting authorization to modify these positions and fill the Code Enforcement position as quickly as possible.

Historically, the code enforcement functions were handled only on a complaint basis by our building inspection team and dealt primarily with junk & debris. Around 2009, a seasonal position was created to provide better response to growing junk & debris issues and was often manned by a Community Service Aid (CSA). In response to the growing demand for code enforcement throughout the City, the position was elevated to full time in 2017. The City Sealer responsibilities, which came to the department in 2012 as a result of the consolidation of the City Health Department with Winnebago County, and functioned as a part time position, were also incorporated into the position at that time.

With three seasons of a full time code enforcement officer behind us, it is clear to me that the work load for this position warrants a full time position for these responsibilities alone. A primary goal of the position was to become more proactive in addressing code issues. There has been some success in this regard, however, a large part of the work continues to be in response to complaints. Additionally, the position has taken on long-grass violations, sidewalk snow removal and large item violations. In the past three years, the position completes about 3,700 actions each year. The more problematic cases can result in citations, of which the position issues about 42 per year. The citation cases consume about 3.5 hours of the position's time per citation which equates to almost 20 days of staff time each year on citations alone.

In addition to the code enforcement responsibilities, the position also serves as the City Sealer. The Sealer is responsible for checking gas station fuel pumps, packaged goods, scanners and scales to ensure consumers are being charged accurately for their purchases. Prior to consolidating these functions with the code enforcement responsibilities, the sealer responsibilities were handled by a permanent part-time employee that provided 15 hours of work per week. Because of the work load associated with the code enforcement, and due to COVID-19, we are behind on our annual inspections, an indication that the position cannot effectively perform the duties of both Code Enforcement and City Sealer.

CITY OF NEENAH
Dept. of Community Development

June 11, 2021 – Page 2

I am requesting authorization at this time to separate the Code Enforcement and City Sealer positions with the Code Enforcement position remaining as a full time position and the City Sealer position to be included in the 2022 budget as a permanent part time position (15 hours per week). The Code Enforcement position is a grade H3 with a salary range of \$44,316 - \$63,662 and a midpoint of \$53,718. The City Sealer position is anticipated to have a grade GH with an hourly pay range of \$20.79 - \$29.87 and a midpoint of \$25.20.

Appropriate action at this time is to authorize staff to modify job descriptions for a full time Code Enforcement Officer and a part time City Sealer position and complete the process to fill the Code Enforcement position.



M E M O R A N D U M

DATE: June 11, 2021
TO: Chairman Erickson and Finance Committee Members
FROM: Mayor Dean Kaufert
RE: **Code Enforcement Officer/ City Sealer position**

With the recent resignation of Katie Osthelder, the City will be without a Code Enforcement Officer and a City Sealer. Chris and I have had discussions about the future direction for this position. I am requesting authorization to modify these positions and fill the Code Enforcement position as quickly as possible.

Looking back, the decision to make code enforcement a fulltime position was the right decision. Previously these functions were handled only on a complaint basis with junk & debris. The City Sealer responsibilities were also incorporated into the position at that time.

While Katie has elevated the position to one that deals with many more facets of complaints, the work load still leads to being reactive more than proactive enforcement. Director Haese is asking for this position to be full time position for the code enforcement responsibilities alone. I also agree the goal of the position was to become more proactive in addressing code issues. The position has taken on long-grass violations, sidewalk snow removal and large item violations. In my role as Mayor I interact with the position holder weekly with complaints I witness or constituents make me aware of throughout the community. The image of our city is extremely important for all of us and visitor's impressions mean a lot. In addition to all the time in the field investigating, there is necessary office time to document the case and time spent with the City Attorney to find ways to rectify the problems without court action.

In addition to the code enforcement responsibilities, the position also serves as the City Sealer. Because of the work load associated with the code enforcement portion an argument can be made that the position cannot effectively perform the duties of both Code Enforcement and City Sealer.

At this time I concur with the request to separate the Code Enforcement and City Sealer positions with the Code Enforcement position remaining as a full time position and the City Sealer position to be considered in the 2022 budget as a permanent part time position (15 hours per week).

I do want to thank Katie for her dedicated service to our community in this role. I can attest to the fact this position can be very trying at times with angry and uncooperative citizens. Katie handled these situations very professionally and we will miss her and wish her the best of luck in her new endeavors.