



City of Neenah
Board of Public Works Agenda
Tuesday, January 25, 2022—12:00PM
Neenah City Hall

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 December 21, 2021 meeting. (Minutes can be found on the City web site)
- II. Appearances.
- III. Unfinished Business.
- IV. New Business.
 - A. Community Development
 1. Development Agreement for The Homes at Freedom Meadows Subdivision.
- 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, December 21, 2021, 12:00pm Noon**

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

ALSO PRESENT: City Clerk Nagel, Director of Parks & Recreation Kading, and Forrest Bates.

Mayor Kaufert called the meeting to order at 12:01pm.

MINUTES: MSC Westbrook/Kaiser to approve the minutes from the November 23, 2021 meeting as written, all voting aye.

APPEARANCES: None.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

Public Works:

1. Pay Estimate No. 2, Contract 7-21, Harrison Street Stormwater Pond, MCC. Inc., Appleton WI in the amount of \$285,630.97.

The pay request includes continued excavation and storm sewer installation. More low hazard contaminated material has been transported to Arrowhead Park than anticipated in the project bid which is likely to increase the overall costs.

The Board would like the contractor to keep up with the cleaning of the mud from the route traveled to Arrowhead Park as there have been many complaints. Attorney Westbrook advised that if there was an accident caused by the mud on the pavement MCC, Inc. would be liable.

MSC Kaiser /Westbrook to approve Pay Estimate No. 2, Contract 7-21, Harrison Street Stormwater Pond, MCC. Inc., Appleton WI in the amount of \$285,630.97, all voting aye.

Parks & Recreation:

1. Award Contract to Janke General Contractors, Athens, WI in the amount of \$319,326 (base) and \$132,759 (alternative) for a total cost of \$452,085 for Shattuck Park Fountain and Concrete Reconstruction Project.

Parks & Recreation Director Michael Kading presented the project to the Board along with conceptual drawings. There was discussion regarding the proximity of the splash pad to the Fox River. Recognizing that all accidents cannot be prevented the Mayor asked about a possible aesthetically pleasing barrier between the splash pad and the bank of the Fox River. Director Kading would like to walk the project area during construction to have that conversation. The depth of the water at the location of the splash pad is approximately 2 to 2 ½ feet deep.

Info Only

Report

There was discussion regarding the project budget and the use of donated dollars. The projected costs are \$551,879 with \$596,000 available funds of which \$200,000 is a donation. Finance Director Easker explained that city funds would be the first dollars used until exhausted at which time donation money would be used. Should the project stay within budget there would be approximately \$45,000 surplus of donated funds. Director Kading would like to use the remaining donated funds for concrete and door repair to the pavilion that simply was not able to be included in the 2022 CIP. The additional concrete and door work would be done under a separate contract.

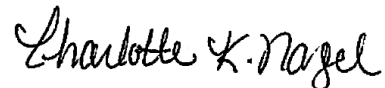
The project is scheduled to be completed by June 3, 2022.

MSC Westbrook/Hillstrom to recommend Council Award Contract to Janke General Contractors, Athens, WI in the amount of \$319,326 (base) and \$132,759 (alternative) for a total cost of \$452,085 for Shattuck Park Fountain and Concrete Reconstruction Project, all voting aye.

ADJOURNMENT

MSC Hillstrom/Easker to adjourn at 12:20 p.m., all voting aye.

Respectfully Submitted,



Charlotte K. Nagel, City Clerk



M E M O R A N D U M

DATE: January 25, 2022
TO: Mayor Kaufert and Members of the Board of Public Works
FROM: Brad Schmidt, AICP, Deputy Director of Community Development
RE: Development Agreement – The Homes at Freedom Meadows Subdivision

The Community Development Department, Department of Public Works and the Neenah Water Utility have negotiated a Development Agreement with Van Sistine Homes, LLC for The Homes at Freedom Meadows Subdivision. As with all residential subdivisions in the City, the Development Agreement identifies the terms responsibilities of the Developer and City and identifies the required fees and costs for developing in the City.

The proposed plat includes 31 single-family residential lots located along the northwest corner of County Highway G and Woodenshoe Road. The Homes at Freedom Acres is the second phase of the development (Phase I – Freedom Acres). The land is zoned R-1, Single-Family Residence District. The average lot size is approximately 12,800 square feet which exceeds the minimum lot size for single-family residential lots, but about half the size of the Freedom Acres average lot size. This development is being marketed for smaller homes and is intended to be part of a home owners association (HOA) where the maintenance of grass, driveways and sidewalks would be centralized.

The Developer is responsible for installing public utilities (water, sanitary sewer, and storm water). Water main is proposed to be oversized to accommodate future development north and west of the development. The costs associated with oversizing the water main will be reimbursed to the developer by the Water Utility. 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 temporary two-inch mat along Honor Street and Liberty Avenue and future sidewalks along both of those streets.

Upon approval of the proposed development agreement, the Developer will purchase, from the City, the land for **\$125,262.85**.

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

- Subdivision Fee (\$1000/acre) - **\$14,103**
- Oversized Sanitary Sewer Fee (\$1000/acre) - **\$14,103**
- Street Trees (\$150/lot) – **\$4,650**
- Storm water Management Fee (\$200+\$75/lot) - **\$2,525**
- Oversized Water Main Fee (\$2,240.95/acre) - **\$31,604.12**

- Inspection Fees (Billed to Developer) – Water Inspection (**\$3,500**) and DPW Inspection (**\$3,500**)

The City will reimburse the developer for the following items:

- Actual costs of oversized water mains

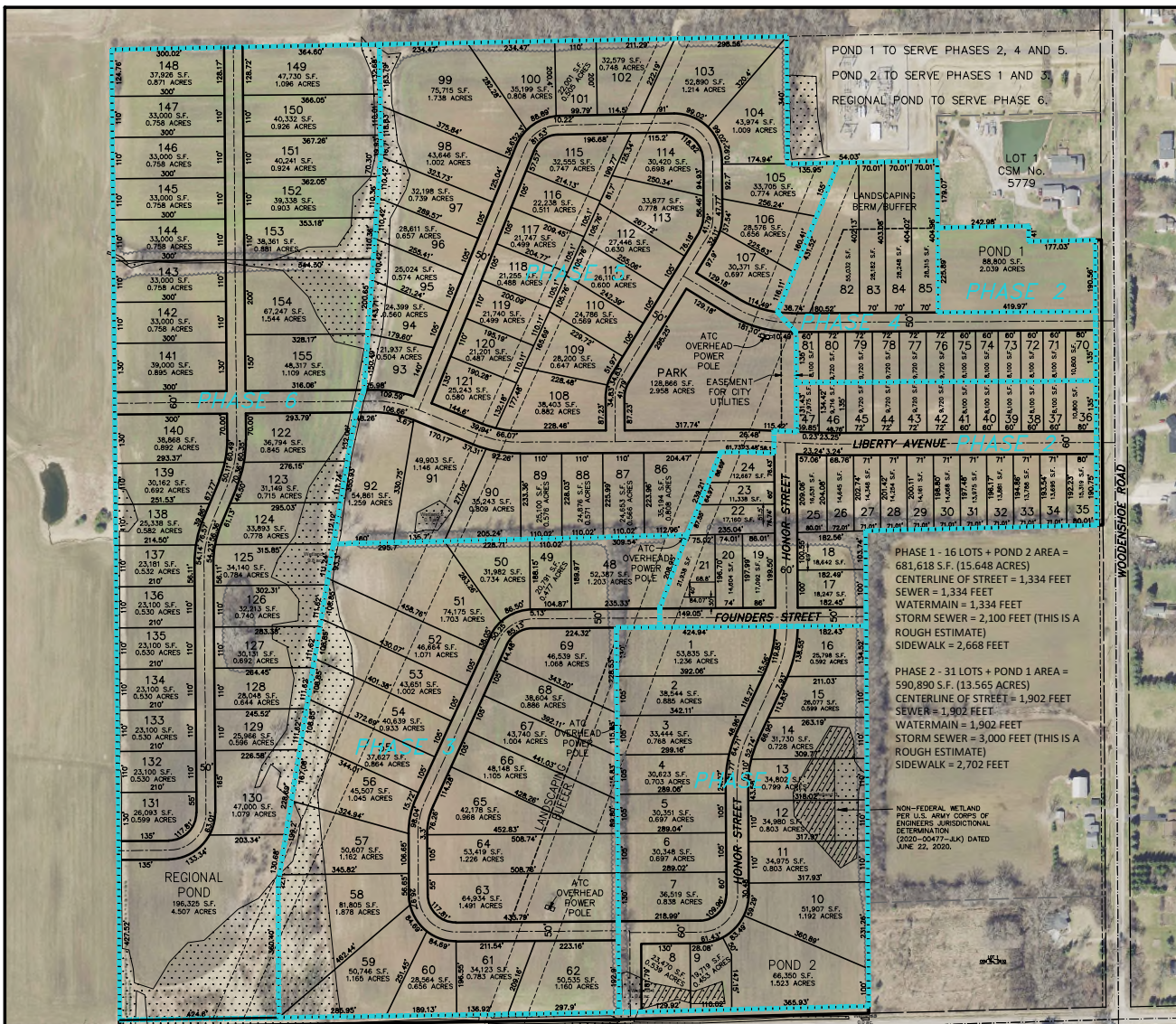
CITY OF NEENAH

Dept. of Community Development

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- Actual costs of oversized sanitary mains
- Public Storm water (Costs above \$5000/acre)
- Portion of the storm water pond which serves an area outside of the development (these costs will be collected when Phase IV and Phase V of the development is constructed)

Appropriate action at this time is to recommend Common Council approve The Homes at Freedom Meadows Subdivision Development Agreement.



POND 1 TO SERVE PHASES 2, 4 AND 5.
 POND 2 TO SERVE PHASES 1 AND 3.
 REGIONAL POND TO SERVE PHASE 6.

PHASE 1 - 16 LOTS + POND 2 AREA = 681,618 S.F. (15.648 ACRES)
 CENTERLINE OF STREET = 1,334 FEET
 SEWER = 1,334 FEET
 WATERMAIN = 1,334 FEET
 STORM SEWER = 2,100 FEET (THIS IS A ROUGH ESTIMATE)
 SIDEWALK = 2,668 FEET

PHASE 2 - 31 LOTS + POND 1 AREA = 590,890 S.F. (13.565 ACRES)
 CENTERLINE OF STREET = 1,902 FEET
 SEWER = 1,902 FEET
 WATERMAIN = 1,902 FEET
 STORM SEWER = 3,000 FEET (THIS IS A ROUGH ESTIMATE)
 SIDEWALK = 2,702 FEET

NON-FEDERAL WETLAND PER U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL DETERMINATION (2020-20477-JL) DATED JUNE 22, 2020.

DISCLAIMER:
 The property lines, right-of-way lines and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMahon does not guarantee this information to be correct, current or complete. The property and right of way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

DESIGNED
 CMK

DRAWN
 CMK

PROJECT NO.
 E0408 9180075.00

DATE
 JAN. 2021

SHEET NO.
 1

CONCEPTUAL LAYOUT
ETERNITY HOMES LLC PROPERTY
C. OF NEENAH, WINNEBAGO COUNTY, WI

McMAHON ASSOCIATES, INC. PROVIDES THIS DRAWING & DATA REGARDLESS OF FORM, AS INSTRUMENTS OF SERVICE. ALL RIGHTS INCLUDING COPYRIGHTS ARE RESERVED BY McMAHON ASSOCIATES, INC. THE CLIENT AND/OR RECIPIENT AGREES TO THE FULLEST EXTENT PERMITTED BY LAW TO INDEMNIFY AND HOLD HARMLESS FOR ANY REUSE OF OR CHANGES MADE TO THE ORIGINAL DRAWING OR DATA WITHOUT PRIOR WRITTEN CONSENT BY McMAHON ASSOCIATES, INC.

McMAHON
 ENGINEERING ARCHITECTURE

McMAHON ASSOCIATES, INC.
 1445 McMAHON DRIVE NEENAH, WI 54956
 Mailing: P.O. BOX 1025 NEENAH, WI 54967-1025
 PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

DOCUMENT NUMBER

DEVELOPMENT AND FEE AGREEMENT

THIS SPACE RESERVED FOR RECORDING DATA

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 owner of subject land and Van Sistine Homes, LLC, the developer ("Developer") of the following property lying within the City of Neenah:

A part of Lot 2 of Certified Survey Map No. 5779 as recorded in Volume 1 of Certified Survey Maps on Page 5779 as Document No. 1368620, located in the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 1 and a part of the Southeast 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, all in the City of Neenah, Winnebago County, Wisconsin containing 614,320 square feet (14.103 acres) of land and more particularly described as follows:

Commencing at the Southeast corner of said Section 1; thence S88°18'14"W, 666.88 feet along the South line of the Southeast 1/4 of said Section 1 to the Southeast corner of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 1; thence N00°22'45"W, 1070.71 feet along the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 1 and the East line of Freedom Acres to the Northeast corner of Freedom Acres and the Point of Beginning; thence S89°35'51"W, 667.37 feet along the North line of said Freedom Acres to the Northwest corner thereof; thence N00°24'51"W, 50.00 feet along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 1; thence N89°35'51"E, 115.90 feet; thence N20°21'13"E, 208.94 feet; thence N22°09'06"E, 304.16 feet; thence N89°39'18"E, 36.88 feet to the start of a 530.00 radius curve to the right; thence 26.48 feet along the arc of said curve with a chord distance of 26.48 feet which bears S88°54'50"E; thence S87°28'58"E, 115.42 feet; thence N00°20'42"W, 131.43 feet; thence N89°39'18"E, 720.00 feet to Point "A"; thence continue N89°39'18"E, 97.00 feet to the West right-of-way line of Woodenshoe Road; thence S00°20'42"E, 385.44 feet along said West right-of-way line to the Southeast corner of Lot 2 of said Certified Survey Map No. 5779; thence S88°35'37"W, 634.58 feet along the South line of said Lot 2 to the Northeast corner of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 1; thence S00°22'45"E, 253.75 feet along the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 1 to the Point of Beginning.

AND

Commencing at the above described Point "A"; thence N00°20'42"W, 185.00 feet to the Point of Beginning; thence S89°39'18"W, 339.96 feet; thence N00°20'42"W, 225.88 feet to the Southwest corner of Lot 1 of said Certified Survey Map No. 5779; thence N88°52'53"E, 242.98 feet along the South line of said Lot 1; thence S00°20'42"E, 41.00 feet along the South line of said Lot 1; thence N88°52'53"E, 194.02 feet along the South line of said Lot 1 to the Southeast corner thereof and the West right-of-way line of Woodenshoe Road; thence S00°20'42"E, 190.78 feet along the East line of Lot 2 of said Certified Survey Map No. 5779 and said West right-of-way line; thence S89°39'18"W, 97.00 feet to the Point of Beginning.

Recording Area

Return to:

Adam Westbrook, City Attorney
City of Neenah, 211 Walnut Street
Neenah, WI 54956

Parcel No.: 8-11-4000-00-00

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 “The Homes at Freedom Meadows” or the “Development”); and

WHEREAS, [Exhibit 1](#) shows the Development 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 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:

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 Freedom Acres as more particularly detailed in [Exhibit 2](#). As subsequent phases 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.** 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.** The Developer shall fund 100% of all costs associated with the design and construction of all local storm water ponds and management areas required to serve the development which include but are not limited to:
 - development of design calculations
 - design engineering
 - plan and specification development
 - plan review by the City
 - plan review by City-hired consulting engineer
 - contract bidding
 - project administration
 - construction engineering
 - field staking and surveying
 - construction inspection
 - final inspection/cross-sections
 - piping and appurtenances
 - purchase and installation of "City approved" fountain and aerator systems
 - seeding with the appropriate City approved aquatic vegetation and mesic seed mixes
 - fertilizing and hydromulching
 - erosion control
 - erosion control mats and landscaping
 - installation of all fronting gravel

- final “as built” measurements
- land on which ponds are constructed
- excavation and finished grading
- bedrock blasting and removal
- installation of clay or synthetic liners
- installation of all inlet and outlet control structures
- streets city utilities and infrastructure
- installation of other fronting public utilities including, but not limited to, gas, electric, telephone, cable television, and street lighting

All pond and management area calculations and designs must be stamped and submitted by a registered professional engineer licensed to practice in the State of Wisconsin. Pond and management area design and construction shall be in accordance with all local, state, and federal regulations and recommended design standards.

Upon certification by an “as-built” survey that the pond has been constructed in accordance with the approved engineering plans, the Developer shall dedicate and the City shall accept ownership and maintenance responsibility of the pond.

The City recognizes that the proposed storm water pond is intended to serve a watershed which extends past this Development. Per the Storm Water Management Plan submitted and approved by the City, this watershed extends to land west and north of the proposed Development. The proposed Development accounts for 12.88 acres or 28% of the total watershed for the storm water pond. The remaining 33.02 acres or 72% of the watershed is located in Phase IV and Phase V of the subdivision concept plan approved by the City’s Plan Commission on August 20, 2020. The City will reimburse the Developer 72% of the costs to construct the storm water pond in The Homes at Freedom Meadows (Development) including the non-reimbursable storm water infrastructure as identified in [Section 2](#). That amount will then be held as a deferred special assessment by the City on the land within Phase IV and Phase V and payable to the City by the Developer when that land develops. The reimbursement is subject to review of all final invoices by the Director of Public Works. An estimate of the amount to be reimbursed is detailed on [Exhibit 3](#).

4. **Storm Water Management.** The Developer shall pay a storm water management, erosion control, plan review and inspection fee of \$200 per plat plus \$75 per lot ([Exhibit 2](#)) to cover the City’s costs for plan review and inspection of storm water management and erosion control methods and practices.
5. **Water main within the Subdivision Plat.** The Developer shall pay the full cost to furnish and install 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. Upon acceptance, Neenah Water Utility shall take ownership of and maintain the water mains and related 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. **Oversize Water Main Fee.** The Neenah Water Utility has established a fee in the amount of \$2,240.95/acre. The Oversize water main fee is an area-wide assessment based on the cost to install oversized water main and infrastructure to boost water pressure in the proposed development. See [Exhibit 4](#) for more details.
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. **Purchase Price –** Per Document number 1826908 recorded in the Winnebago County Register of Deeds office, the City purchased the subject land with the intent of selling the land to the Developer based on the agreed-upon schedule within the Development Agreement. The Developer agrees to purchase the subject land (The Homes at Freedom Meadows) which accounts for 14.103 acres at a price of \$8,882/acre for a total sales price of \$125,262.85. This amount is due to the City prior to the City signing the Final Plat. See [Exhibit 2](#) for more information.
10. **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.

Two-Inch Asphalt Mat: The Developer shall pay the full cost of placing a two-inch asphalt mat on all streets within the plat (excluding the temporary cul-du-sac), 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 Development (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 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 the Development (See [Exhibit 5](#)).

Sidewalks: The Developer shall pre-pay or escrow the estimated cost for installing sidewalk along both sides of Honor Street and Liberty Avenue; Said sidewalk shall be installed by the City in conjunction with construction of the Final Street, described above, unless otherwise scheduled with the approval of the City. The lot owner of record for lots that develop and install sidewalk prior to the scheduled construction of sidewalk in the subdivision shall be reimbursed from the pre-paid or escrowed funds an amount equal to the estimated cost of sidewalk installation for that lot. (See [Exhibit 5](#)).

11. **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.
12. **Park Dedication.** [Intentionally left blank]
13. **Outlots and Public Parks.** [Intentionally left blank]
14. **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.
15. **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.

16. **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.

17. **Off-Site and Other Existing Improvements.** [Intentionally left blank]
18. **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](#)).
19. **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.
20. **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 \$2,525 for plan review and an estimated \$7,000 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.
21. **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.
22. **City Costs.** [Intentionally left blank]
23. **Estimated Cost Summary Escrow Payment.** The estimate of costs paid by the Developer is attached hereto as Exhibits 2-7 (Summarized in [Exhibit 8](#)) 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 **\$126,100.00**. The escrow amount is based on the amounts

shown in [Exhibit 5](#).

24. **Financing Alternative.** As an alternative to the payment of various fees and costs as outlined in this Agreement, the Developer may elect to pay the fees provided in sections [1](#), [2](#), [4](#), [7](#), and [18](#) proportionally on a per lot basis (excluding outlots) as summarized in [Exhibit 8](#). The Developer shall indicate, in writing, whether the per lot fee would be paid to the City when the lot is sold to a third party and collected at time of lot closing, or the fee would be collected at the time a building permit is issued. The owner of any lot for which the fees have not been paid by January 1, 2030, shall be issued a bill for the unpaid balance on the individual lot. Developer specifically agrees to waive all assessment procedures, including the right to notice and hearing, pursuant to Wis. Stat. §66.0703(7)(b) and hereby consents to the imposition of the fees and costs anticipated by this Agreement as special assessments against the property in the Development.
25. **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.
26. **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.
27. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
28. **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.
29. **Modification.** This agreement may not be modified or amended, except in writing, with the written consent of both the City and the Developer.
30. **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:

Van Sistine Homes, LLC
Attn: Richard Van Sistine III
1430 Freedom Court
Neenah, WI 54956

Dated this ____ day of _____, 2022.

CITY OF NEENAH

VAN SISTINE HOMES, LLC

_____(SEAL)
Dean R. Kaufert, Mayor

Richard C. Van Sistine III, Member

Attest: _____ (SEAL)
Charlotte Nagel, City Clerk

AUTHENTICATION

Signature(s) of Dean R. Kaufert, Mayor and Charlotte Nagel, City Clerk authenticated this _____ day of _____, 2022.

Adam J. Westbrook
Title: Member State Bar of Wisconsin

THIS INSTRUMENT DRAFTED BY:

Adam J. Westbrook, City Attorney
211 Walnut St., Neenah, WI 54956

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

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2022 the above- named Richard C. Van Sistine III who acknowledged that he is sole member of Van Sistine Homes, LLC, a Wisconsin limited liability company, and that he is authorized to execute the foregoing instrument on Van Sistine Homes, LLC's behalf.

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

Exhibit 2
The Homes at Freedom Meadows

Fee Schedule

Total Developable Acres = 14.103
Total Lots = 31

1. Subdivision Fee: \$1,000/acre x 14.103	\$14,103.00
2. Oversized sanitary sewer interceptor fee: \$1,000/acre x 14.103	\$14,103.00
3. Storm water management, erosion control, plan review and inspection fee: \$200 + \$75/lot	\$ 2,525.00
<hr/>	
Total Fees Due Upon Billing	\$30,731.00

Land Sale: \$8,882/acre x 14.103 \$125,262.85

Due to City prior to signing Final Plat \$125,262.85

Exhibit 3
The Homes at Freedom Meadows
Storm Sewer Cost
Public Infrastructure
(Estimated)

1. Acreage

Total Developable Acres	14.103
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2. Storm/Infrastructure Construction Costs

Total Private (Developer) Costs (estimated)	\$ 16,702.00
Total Public Costs (estimated)	\$ 90,812.00
Total Construction Costs (estimated)	\$107,514.00

3. Summary Public Infrastructure Costs

Developer Storm Fee Due City (\$5,000/ac x 14.103)	\$70,515.00
Public Storm Sewer Funded by Developer (estimated)	\$90,812.00
Balance Due Developer for Public Storm Sewer Funded by Developer (estimated)	\$13,582.00

4. Storm Water Pond Reimbursement Costs

Total Cost to Construct Storm Water Pond (estimated)	\$217,359.71
Land within storm water pond watershed	
<ul style="list-style-type: none"> • The Homes at Freedom Meadows (Phase II) – 12.88 Acres / 28% • Phase IV – 13.00 Acres / 28% • Phase V – 20.02 Acres / 44% 	
Balance Due Developer for Storm Water Pond funded by Developer (estimated) (\$217,359.71 x 72%)	\$134,763.02

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
The Homes at Freedom Meadows

Water Main Costs
Public Infrastructure
(Estimated)

1. Acreage	
Total Developable Acres	14.103
2. Water Main Infrastructure Costs	
Total Private (Developer) Construction Costs (estimated)	\$260,000.00
3. Total Public Infrastructure Costs	
Total Water Main Oversizing Costs Due Developer (estimated)	\$53,800.00
4. Water Main Oversizing Fee - \$2,240.95/acre (Due City)	\$31,604.12
5. Inspection Fee Due Water Utility Upon Billing (estimated)	\$3,500.00

**Exhibit 5
The Homes at Freedom Meadows**

Escrow/Prepayment

Future Street and Sidewalk

- | | | |
|----|---|-------------|
| 1. | Two-Inch Mat
1,300 feet x \$35/centerline foot | \$45,500.00 |
| 2. | Sidewalk Installation (at \$31/lineal foot)
Honor Street: 2,600 feet = \$80,600
Liberty Avenue: X,XXX feet = \$XX,XXX | \$80,600.00 |

Total Prepayment/Escrow required	\$126,100.00
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Exhibit 6
The Homes at Freedom Meadows

Terrace Tree Contribution

1.	Terrace Tree Contribution: \$150/lot x 31 lots	\$4,650.00
<hr/>		
	Total amount due	\$4,650.00

**Exhibit 7
The Homes at Freedom Meadows**

Oversize Sanitary Sewer

Estimated Developer's Cost Due City

Sanitary Sewer Main Costs Due Developer (estimated ¹)	\$ 24,048.00
Installation Inspection Fee Due Department of Public Works (estimated)	\$ 3,500.00
<hr/>	
Total Due at the time of billing	\$ 3,500.00

¹ Assumptions for Sanitary Sewer Reimbursement

- *\$5/lineal foot for pipe depth lower than 13 feet. (\$5 is the difference between the unit price for 10-inch, which is all deep and the unit price for 8-inch, which is shallower.)*
- *Unit price per vertical foot (\$295/VF) for manhole depth greater than 13 feet.*
- *Unit price per vertical foot for lateral riser (assumed 6 feet per riser per lateral at \$45/foot)*

