

CITY OF NEENAH
FINANCE AND PERSONNEL COMMITTEE MEETING
Monday, January 8, 2024 – 6:00 p.m.
Hauser Room, Neenah City Administration Building
211 Walnut Street, Neenah, Wisconsin

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Wis. Stats. Sec. 19.84, that a majority of the Neenah Common Council 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. Approval of Minutes from the December 11, 2023 Regular Meeting (minutes can be found on the City's website)
3. 2024 Intermunicipal Agreement for Dial A Ride (Attachments) (Kasimor)
4. Development Agreement – First Addition to Freedom Acres Subdivision (Attachments) (Schmidt)
5. AX-231 Third Annexation to The Homes at Freedom Meadows (Attachments) (Schmidt)
6. 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 Clerk's Office (920) 886-6100 or the **City's ADA Coordinator at (920) 886-6106 or e-mail attorney@neenahwi.gov** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

CITY OF NEENAH
FINANCE AND PERSONNEL COMMITTEE MEETING
Monday, December 11, 2023 – 6:00 pm
Council Chambers, Neenah City Administration Building
211 Walnut Street, Neenah, Wisconsin

MINUTES

The meeting was called to order by Chairman Erickson at 6:05 pm.

Present: Chairman Erickson; Aldermen Borchardt and Boyette, Mayor Lang, Director of Finance Rasmussen, Director of Public Works Kaiser, Human Resources Director Fairchild, City Attorney Rashid, and Clerk Nagel.

Absent/Excused: Aldermen Skyrms and Steiner.

Public Appearances: None.

Minutes: Motion/Second/Carried Borchardt/Boyette to approve the minutes from November 27, 2023 Regular Meeting. All voting aye.

New Position Request – Building Custodian

Report

Motion/Second/Carried Borchardt/Boyette to recommend Council create a Building Custodian position within the Municipal Building budget with an assigned grade of 7 and funded by the outlined adjustments to the 2024 operating budget. All voting aye.

Discussion: Director Kaiser along with Director Fairchild presented the proposed new Municipal Custodian position to the committee. This position would be located at City Hall and would be hybrid of custodial work and light maintenance under the supervision of the current Building Manager. This position would allow the city to have control over current contracted custodial services. The reasoning behind the new position is to reduce redundancy in the job duties between staff and contractors, and to gain flexibility covering for time-off periods, not only at city hall but with the library and the police department custodians as well. The only additional cost would be to purchase a steam cleaning equipment for the restrooms as the city currently provides cleaning supplies for the contracted custodian services. The funding of this position is outlined in the position description.

Refunds for Assessor Correction of Errors in 2023

Report

Motion/Second/Carried Borchardt/Boyette to recommend Council approve the 2023 palpable errors found and corrected by the Assessors as reported to and approved by the Board of Review.

Discussion: Director Rasmussen and Attorney Rashid presented the palpable errors and corrections to the committee. Director Rasmussen explained that the Board of Review was held late this year due to the revaluation and missed the 2023 deadline for reimbursement of palpable errors. Therefore, the city will have to apply the 2023 errors and corrections to assessment year 2024 which is reimbursed proportionally by the other three taxing entities in 2025, resulting in the city carrying their portions of the expense until 2025. Director Rasmussen wanted to make the committee and council aware of this debt carry over.

Director Rasmussen also reminded the committee that state statute dictates that errors and corrections can only be refunded for one-year prior. Meaning, if there was an error that has been carried forward for multiple years, which is the case for Void Technologies, reimbursement can only be given for the prior year.

Fiscal Matters: October Vouchers

Motion/Second/Carried Boyette/Borchardt to accept the October vouchers and place them on file as presented. All voting aye.

Motion/Second/Carried Boyette/Borchardt to adjourn the meeting 6:32 pm. All voting aye.

Respectfully submitted,

A handwritten signature in cursive script that reads "Charlotte Nagel". The signature is written in black ink on a white background.

Charlotte Nagel
City Clerk



Department of Community Development
211 Walnut St., P.O. Box 426, Neenah, WI 54957-0426
Phone: 920-886-6125 Fax: 920-886-6129
website/e-mail: www.ci.neenah.wi.us

MEMORANDUM

TO: Chairman Erickson and members of the Finance and Personnel Committee

FROM: Carol Kasimor, Assistant Planner

DATE: January 4, 2024

SUBJ: 2024 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing

The attached intermunicipal agreement with the City of Appleton allows use of State and Federal funds received by Valley Transit for Dial-A-Ride program costs for City residents.

The estimated contribution by the City of Neenah for Dial-A-Ride services is on page 1 of the agreement. Valley Transit has estimated the local share of the cost for the program in the Cities of Neenah and Menasha to be \$44,334. We have budgeted resources totaling \$53,600 for the Neenah-Menasha program funded primarily from the two Cities, Winnebago County, and United Way Fox Cities.

There are no other major changes from the 2023 agreement.

The Department recommends approval of the 2024 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing.

**2024 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND THE CITY OF NEENAH
TO PROVIDE FOR COST-SHARING OF TRANSIT SERVICES FOR THE ELDERLY**

I. THE PARTIES

The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

The City of Neenah, a Wisconsin municipal corporation, doing business at 211 Walnut Street, Neenah, Wisconsin 54956 ("Neenah").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the City of Appleton, the owner of Valley Transit, assumes responsibility for and direction of its operations, and

WHEREAS, the City of Neenah operates Northern Winnebago Dial-A-Ride, a transportation program (hereinafter referred to as "DIAL-A-RIDE") for the benefit of the elderly of the Cities of Neenah and Menasha, and

WHEREAS, the City of Appleton and the City of Neenah wish to coordinate services to maximize outside revenue sources.

III. THE AGREEMENT

NOW, THEREFORE, the City of Appleton and the City of Neenah by their respective representatives, do hereby agree as follows:

1. **COST-SHARING AGREEMENT.**

Expenses for the Dial-A-Ride program will be shared based on the following formula:

Dial-A-Ride x Contract Cost
- Federal Share
- State Share
- Farebox Revenues
+ Administrative Charge
= City of Neenah Estimated Contribution

Valley Transit and the City of Neenah estimate that there will be 7,000 rides in 2024. Cost estimates are as follows:

Cost for Dial-A-Ride (7,000 X \$18.21)	\$127,470
Federal Share	(35,692)
State Share	(35,692)
Fares (7,000 X \$3.50)	(24,500)
Administrative Charge	<u>12,747</u>
The City of Neenah Estimated Contribution*	\$44,334

Actual costs will be based on actual ridership, federal share, state share, and fares in 2024.

*This cost figure is illustrative given that the amounts used in the formula are estimates.

2. **METHOD OF PAYMENT.** Payment by Valley Transit to the contractor will be made monthly based on ridership information provided by the City of Neenah to Valley Transit. Valley Transit will invoice the City of Neenah for its contribution on a monthly basis.
3. **LENGTH OF AGREEMENT.** This agreement shall be for the calendar year 2024. Renewal shall occur upon mutual agreement by the parties 30 days prior to the termination date of this contract.
4. **PROGRAM ADMINISTRATION AND REPORTING.** Valley Transit and the City of Neenah shall be responsible for administration of the Dial-A-Ride Program.
5. **INSPECTION.** Both parties agree to allow inspection of each other's records and books so far as permitted by law. Record inspection shall be allowed upon reasonable notice in order to confirm compliance with the terms and conditions of this agreement.
6. **AUDIT.** Any audits required for Dial-A-Ride services will be added to the total cost of those services, and the City of Neenah's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
7. **INDEMNIFICATION.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
8. **INSURANCE.** The City of Appleton and the City of Neenah agree at all times during the existence of this Agreement to keep in force the following insurance coverages:

<u>Coverage</u>	<u>Limit</u>
Worker's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 Each Occurrence
Auto Liability	\$1,000,000 CSL

9. **DISCRIMINATION.** In connection with the performance of work under this agreement, the City of Appleton and the City of Neenah agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, development disability as defined in §5101 (5), Wis. Stats., national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
10. **CONDITIONS.** This agreement is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the City of Appleton and the City of Neenah shall serve to terminate this agreement.

11. **MODIFICATION/TERMINATION**. Failure to comply with any material part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by a written addendum signed by the authorized representatives of each party.

12. **ELECTRONIC SIGNATURES**. This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2023.

SIGNATURES APPEAR ON THE FOLLOWING PAGE



M E M O R A N D U M

DATE: January 8, 2024
TO: Chairperson Erickson and Members of Finance and Personnel Committee
FROM: Brad Schmidt, AICP, Deputy Director of Community Development
RE: Development Agreement – First Addition to Freedom Acres 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 First Addition to Freedom Acres Subdivision. As with all residential subdivisions in the City, the Development Agreement identifies the terms and responsibilities of the Developer and City and identifies the required fees and costs for developing in the City.

The proposed plat includes 48 single-family residential lots located west of Honor Street and north of County Highway G. The land is zoned R-1, Single-Family Residence District. This subdivision is the second phase of the Freedom Acres subdivision located directly east of the proposed development.

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 west of the development. The costs associated with oversized 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 Liberty Avenue and future sidewalks along Legacy Lane, Founders Drive, and Liberty Avenue.

Upon approval of the proposed development agreement, the Developer will purchase, from the City, the land for **\$254,038.52**

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) - **\$28,601.50**
- Oversized Sanitary Sewer Fee (\$1000/acre) - **\$28,601.50**
- Street Trees (\$200/lot) – **\$9,600**
- Storm water Management Fee (\$200+\$75/lot) - **\$3,800**
- Oversized Water Main Fee (\$2,240.95/acre) - **\$64,094.53**
- Inspection Fees (Billed to Developer) – Water Inspection (**\$5,100**) and DPW Inspection (**\$3,000**)
- Storm Water Pond Construction **\$93,414.45**

The City will reimburse the developer for the following items:

- Actual costs of oversized water mains
- Actual costs of oversized sanitary mains

An appropriate action at this time is to recommend Common Council approve the First Addition to Freedom Acres Subdivision 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 owner of subject land and Van Sistine Homes, LLC, the developer ("Developer") of the following property lying within the City of Neenah:

Part of Lot 2 Certified Survey Map 5779 being part of the Northeast 1/4 of the Southeast 1/4 and unplatted lands being part of the Northwest 1/4 of the Southeast 1/4, part of the Southeast 1/4 of the Southeast 1/4 and part of the Southwest 1/4 of the Southeast 1/4, all of Section 1, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin, containing 1,245,880 Square Feet (28.6015 Acres) of land described as follows:

Commencing at the Southeast 1/4 corner of Section 1; thence, along the South line of the Southeast 1/4 of said Section 1, S88°18'14"W, 1333.75 feet to the Southwest corner of Freedom Acres said point being the point of beginning; thence, continuing along said South line, S88°18'14"W, 825.02 feet; thence, N01°26'40"W, 633.51 feet; thence, N05°31'25"E, 703.73 feet; thence, N12°32'12"E, 420.65 feet; thence, N89°37'05"E, 49.59 feet; thence, 78.37 feet along the arc of a curve to the right with a radius of 180.00 feet and a chord of 77.75 feet which bears S77°54'33"E; thence, S65°26'10"E, 163.11 feet; thence, 79.43 feet along the arc of a curve to the left with a radius of 270.00 feet and a chord of 79.15 feet which bears S73°51'52"E to the West line of Proposed 2nd Addition to The Homes as Freedom Meadows; thence, along the West line of Proposed Lot 68 of said Proposed 2nd Addition to The Homes as Freedom Meadows, S24°42'39"W, 306.16 feet to the Southwest corner of said proposed Lot 68; thence, along the South line of Lots 62-68 of said Proposed 2nd Addition to The Homes at Freedom Meadows, N89°45'44"E, 642.52 feet to a point on the West line of Lot 4 of The Homes of Freedom Meadows; thence, along the West line of Lot 1 of The Homes of Freedom Meadows, S22°09'06"W, 6.81 feet; thence, continuing along the West line of said Lot 1, S20°21'13"W, 208.94 feet to the North right-of-way line of Founders Street as platted on said The Homes of Freedom Meadows; thence, S89°35'51"W, 115.91 feet to the West right-of-way line of said Founders Street; thence, along said West right-of-way line and the West line of Freedom Acres, S00°24'51"E, 1135.77 feet to the point of beginning

Recording Area

Return to:
David Rashid, City Attorney
City of Neenah, 211 Walnut Street
Neenah, WI 54956

Parcel No.: 8-11-4000-00-05

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 (hereinafter referred to as "First Addition to Freedom Acres" 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 Improvements to the Development as more particularly detailed in [Exhibit 2](#). As subsequent phases are developed, the Developer shall be billed for the sewer 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 \$9,000.00 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 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.** This development is served by a storm water pond constructed as part of the Freedom Acres subdivision (Outlot 1 in the Freedom Acres subdivision). The City recognized that the pond constructed for that development would serve areas outside of that development and held a portion of that construction cost as a deferred assessment against other served areas. The proposed subdivision was noted as Phase III of the subdivision concept plan approved by the City's Plan Commission on August 20, 2020. [Exhibit 3](#) outlines the share of the pond cost attributed to the Development.
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 (Second Addition to The Homes at Freedom Meadows) which accounts for 19.9398 acres at a price of \$8,882/acre for a total sales price of \$177,105.30. 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 (hereinafter "Temporary Gravel Street"). The City shall establish and enforce spring load limits on all gravel streets.

Reclaimed Asphalt Streets: The Developer shall place two inches of compacted reclaimed asphalt in place of the top two inches of gravel on the following streets:

- Founders Street
- Loyal Drive
- Legacy Lane

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 or use funds from the gravel street maintenance escrow. Any excess funds left in the escrow shall be returned to the developer after the final street is installed..

Two-Inch Asphalt Mat: The Developer shall pay the full cost of placing a two-inch asphalt mat (hereinafter “temporary Asphalt Street”) on the following streets within the plat,

- *Liberty Avenue*

This shall include the cost of 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 (hereinafter “Temporary Asphalt Street”). 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 the adjacent lot owners of record at the time of the final payment for the work. 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 on the identified 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.

Should the City determine that it is in its best interests to place a temporary two-inch asphalt mat on streets within the plat not initially identified in this Agreement, 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 the Development.

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 lot owners of record at the time of final payment for the work. 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 at the locations identified in [Exhibit 5](#). Said sidewalk shall be installed by the City in conjunction with construction of the Two-inch Asphalt Mat, described above, unless otherwise scheduled with the approval of the City. The lot owner of record for lots that develop and install sidewalk prior to the scheduled construction of sidewalk in the subdivision shall be reimbursed from the pre-paid or escrowed funds an amount equal to the estimated cost of sidewalk installation for that lot.

Temporary Character of Streets. In no manner shall the City or the Developer regard or consider either the Temporary Gravel Streets or the Temporary Asphalt Streets of the Development as permanent or final street for purposes of Municipal Code Sec. 26-126, and the public is hereby notified of property owners' special assessment responsibilities thereunder.

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, proper or satisfactory, 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 and in full compliance with all applicable standards before the City is obligated to accept the Improvements as part of the public infrastructure.
12. **Outlots and Public Parks.** [Intentionally left blank]
13. **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 backyard 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 backyard drains shall be cleared of gravel and debris.
14. **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.
15. **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.

16. **Off-Site and Other Existing Improvements.** [Intentionally left blank]
17. **Terrace Trees Contribution.** The Developer shall pay a terrace tree contribution in the amount of \$200.00 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 "\$200.00 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](#)).
18. **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.
19. **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 \$3,800 for plan review and an estimated \$8,100 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.
20. **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 to any public or private property by the installation of the improvements.
21. **City Costs.** [Intentionally left blank]
22. **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 Sewer Fee and Storm Water 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 **\$323,230**. The escrow amount is based on the sums shown in [Exhibit 5](#).
23. **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.

- 24. **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.
- 25. **Merger; Successors and Assigns.** This Agreement, together with all referenced and attached 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.
- 26. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin and the venue for resolution of any legal action commenced to enforce same shall be in the Wisconsin Circuit Court for Winnebago County.
- 27. **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, remaining provisions contained herein.
- 28. **Modification.** This agreement may not be modified or amended, except in writing, with the written approval of both the City and the Developer.
- 29. **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
203 W Wisconsin Suite 202
Neenah, WI 54956

Dated this ____ day of _____, 2023.

CITY OF NEENAH

VAN SISTINE HOMES, LLC

_____(SEAL)
Jane Lang, Mayor

Richard C. Van Sistine III, Member

Attest: _____(SEAL)
Charlotte Nagel, City Clerk

AUTHENTICATION
Signature(s) of Jane Lang, Mayor and Charlotte Nagel, City Clerk authenticated this ____ day of

ACKNOWLEDGMENT
STATE OF WISCONSIN)
) ss.

_____, 2023.

COUNTY OF _____)

David Rashid
Title: Member State Bar of Wisconsin

THIS INSTRUMENT DRAFTED BY:

David Rashid, City Attorney
211 Walnut St., Neenah, WI 54956

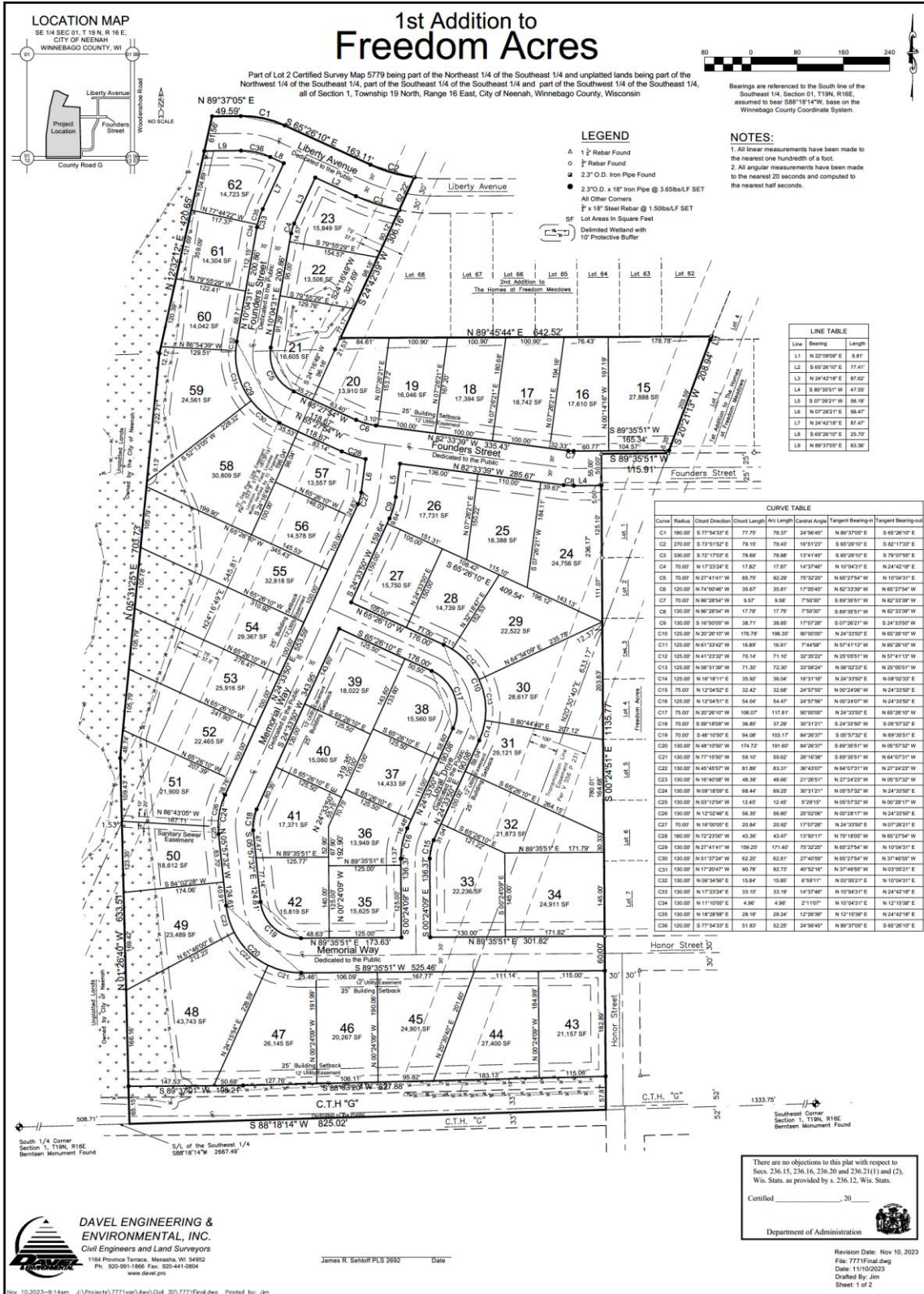
(SIGNATURES MAY BE AUTHENTICATED OR
ACKNOWLEDGED. BOTH ARE NOT NECESSARY.)

Personally came before me this _____ day of _____, 2023 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: _____)

DRAFT

Exhibit 1 First Addition to Freedom Acres Plat Map



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.30 and 236.21(1) and (2), Wis. Stats. as provided by a. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54902
Ph: 920-991-1800 Fax: 920-441-0904
www.davel.com

James R. Schorr PLS 2692 Date _____

Revision Date: Nov 10, 2023
File: 7771901.dwg
Date: 11/10/2023
Drafted By: Jim
Sheet: 1 of 2

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

1st Addition to Freedom Acres

Part of Lot 2 Certified Survey Map 5779 being part of the Northeast 1/4 of the Southeast 1/4 and unplatted lands being part of the Northwest 1/4 of the Southeast 1/4, part of the Southeast 1/4 of the Southeast 1/4 and part of the Southwest 1/4 of the Southeast 1/4, all of Section 1, Township 19 North, Range 16 East, City of Neenah, Winnebago County, Wisconsin

Surveyor's Certificate

I, James R. Sehoff, professional land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Neenah, and under the direction of Van Sistine Homes, LLC, owner of said land, I have surveyed and mapped 1st Addition to Freedom Acres, that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is part of Lot 2 Certified Survey Map 5779 being part of the Northeast 1/4 of the Southeast 1/4 and unplatted lands being part of the Northwest 1/4 of the Southeast 1/4, part of the Southeast 1/4 of the Southeast 1/4 and part of the Southwest 1/4 of the Southeast 1/4, all of Section 1, Township 19 North, Range 16 East, City of Neenah, Winnebago County, Wisconsin, containing 1,245,880 Square Feet (28,6015 Acres) of land described as follows:

Commencing at the Southeast 1/4 corner of Section 1; thence, along the South line of the Southeast 1/4 of said Section 1, S88°18'14"W, 1333.75 feet to the Southwest corner of Freedom Acres said point being the point of beginning; thence, continuing along said South line, S88°18'14"W, 823.02 feet; thence, N01°29'40"W, 633.51 feet; thence, N05°31'25"E, 703.73 feet; thence, N17°32'12"E, 429.65 feet; thence, N89°37'02"E, 18.24 feet; thence, 78.37 feet along the arc of a curve to the right with a radius of 160.00 feet and a chord of 77.75 feet which bears S77°04'33"E, thence, S60°29'10"E, 163.11 feet; thence, 79.43 feet along the arc of a curve to the left with a radius of 270.00 feet and a chord of 79.15 feet which bears S73°31'52"E to the West line of Proposed 2nd Addition to The Homes as Freedom Meadows; thence, along the West line of Proposed Lot 68 of said Proposed 2nd Addition to The Homes as Freedom Meadows, S24°42'39"W, 306.18 feet to the Southwest corner of said proposed Lot 68; thence, along the South line of Lots 62-68 of said Proposed 2nd Addition to The Homes as Freedom Meadows, N89°40'44"E, 642.52 feet to a point on the West line of Lot 4 of The Homes of Freedom Meadows; thence, along the West line of Lot 1 of The Homes of Freedom Meadows, S22°09'06"W, 5.81 feet; thence, continuing along the West line of said Lot 1, S20°21'13"W, 208.94 feet to the North right-of-way line of Founders Street as platted on said The Homes of Freedom Meadows; thence, S89°35'51"W, 115.91 feet to the West right-of-way line of said Founders Street; thence, along said West right-of-way line and the West line of Freedom Acres, S00°24'51"E, 1135.77 feet to the point of beginning subject to all easements and restrictions of record.

Given under my hand this ____ day of _____

James R. Sehoff, Wisconsin Professional Land Surveyor No. 9-2662

Owner's Certificate of Dedication

Van Sistine Homes, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Van Sistine Homes, LLC, does further certify this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

City of Neenah
Winnebago County Planning and Zoning Department
Department of Administration

Dated this ____ day of _____, 20__

In the presence of: Van Sistine Homes, LLC

Richard C. Van Sistine III, Managing Member

State of Wisconsin

____ County ss

Personally came before me this ____ day of _____, 20__, the above owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

____ My Commission Expires

Notary Public, Wisconsin

Utility Easement Provisions

An easement for electric, natural gas, and communications service is hereby granted by

Van Sistine Homes, LLC, Grantor; to

WE Energies, Grantee,
SBC Wisconsin, Grantee,
and
Wisconsin Electric Power Company and Wisconsin Gas, LLC, Wisconsin corporations doing business as We Energies, Grantee,
TD9 Metrocem, LLC, Grantee
and
Spectrum, 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 is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and other as may be reasonably required incident 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 have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such 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 trees, brush or other 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 Areas" 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 four inches without written consent of Grantee.

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

Van Sistine Homes, LLC

Richard C. Van Sistine III, Date
Managing Member

Mortgagee's Certificate

Nicolet Nation 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 above certificate of Van Sistine Homes, LLC, owner.

IN WITNESS WHEREOF, the said Nicolet Nation Bank has caused these presents to be signed by

_____, its President, and countersigned by

_____, its Secretary or Cashier, at _____, Wisconsin, and its corporate seal to be

hereunto affixed this ____ day of _____, 20__

President Date

Secretary or Cashier Date

State of Wisconsin

____ County ss

Personally came before me this ____ day of _____, 20__, _____, President,

and _____ Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

____ My Commission Expires _____

Notary Public, Wisconsin

Common Council Resolution

Resolved, 1st Addition to Freedom Acres, in the City of Neenah is hereby approved by the Common Council on

this ____ day of _____, 20__

Mayor Date

Clerk Date

Common Council Resolution

Resolved, 1st Addition to Freedom Acres, in the City of Neenah is hereby approved by the Common Council on

this ____ day of _____, 20__

Mayor Date

Clerk Date

City of Neenah Planning Commission Approval Certificate

1st Addition Freedom Acres is hereby approved by the City of Neenah Planning Commission.

Planning Commission Representative Date

Treasurer's Certificate

We, being the duly elected, qualified and acting Treasurer(s) of the City of Neenah and Winnebago County, do hereby certify that in accordance with the records in our office, there are no unredemmed tax sales and unpaid taxes, or special assessments on and of the land included in this Subdivision Plat.

County Treasurer Date

City Treasurer Date

This Plat is contained wholly within the property described in the following recorded instruments:

Owners of record:	Recording Information	Parcel No(s):
Van Sistine Homes, LLC,	Doc. No. _____	8144000005

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats., as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



Revision Date: Nov 10, 2023
File: 7771Final.dwg
Date: 11/10/2023
Drafted By: Jim
Sheet: 2 of 2

Exhibit 2
First Addition to Freedom Acres

Fee Schedule

Total Developable Acres = 28.6015
Total Lots = 48

1. Subdivision Fee: \$1,000/acre x 28.6015	\$28,601.50
2. Oversized sanitary sewer interceptor fee: \$1,000/acre x 28.6015	\$28,601.50
3. Storm water management, erosion control, plan review and inspection fee: \$200 + \$75/lot	\$3,800.00
<hr/>	
Total Fees Due Upon Billing	\$61,003.00

Land Sale: \$8,882/acre x 28.6015 \$254,038.52

Due to City prior to signing Final Plat \$254,038.52

**Exhibit 3
First Addition to Freedom Acres**

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

1. Acreage

Total Developable Acres (Excluding 1.8756 acres of wetland)	26.7259
---	---------

2. Storm/Infrastructure Construction Costs

Total Private (Developer) Costs (estimated)	\$ 61,032.00
Total Public Costs (estimated)	\$ 272,655.70
Total Construction Costs (estimated)	\$ 333,687.70

3. Summary Public Infrastructure Costs

Developer Storm Fee Due City (\$9,000/ac x 26.73 acres)	\$ 240,533.10
Public Storm Sewer Funded by Developer (estimated)	(\$ 272,655.70)
Balance Due Developer for Public Storm Sewer Funded by Developer (estimated)	\$ 32,122.60

4 Storm Water Pond Reimbursement Costs

Construction Cost of Outlot 1 Pond = \$150,611.43
 Total Watershed Served by Pond = 34.10 acres
 Contributing Area within this Phase = 21.15 acres
 Percent of Total Watershed = 62.0%

Developer Reimbursement to City for Held Pond Cost	\$ 93,414.45
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NOTE: The final amount due under this exhibit shall be determined based on an "as-built" cost determination at the conclusion of construction of the public improvements contemplated by this agreement.

**Exhibit 4
First Addition to Freedom Acres**

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

1. Acreage	
Total Developable Acres	28.6015
2. Water Main Infrastructure Costs	
Total Private (Developer) Construction Costs (estimated)	\$397,000.00
3. Total Public Infrastructure Costs	
Total Water Main Oversizing Costs Due Developer (estimated)	\$15,000.00
4. Inspection Fee Due Water Utility Upon Billing (estimated)	\$5,100.00
5. Water Main Oversizing Fee - \$2,240.95/acre (Due City)	\$64,094.53
Total Water Main Oversizing Fee Due to City	\$64,094.53

**Exhibit 5
First Addition to Freedom Acres**

Escrow/Prepayment

Two-Inch Mat, Future Street and Sidewalk

1. Two-Inch Mat (\$60/centerline foot) Liberty Avenue: 369 feet	\$22,140.00
2. Gravel Street Maintenance (\$10/centerline foot) Founders Street: 1,064 feet Legacy Lane: 1,490 feet Loyal Drive: 690 feet	\$32,440.00
4. Sidewalk Installation (at \$45/lineal foot) Founders Street: 2,128 LF Liberty Avenue: 738 LF Legacy Lane: 3,104 LF	\$268,650.00
<hr/>	
Total Prepayment/Escrow required	\$ 323,230.00

Exhibit 6
First Addition to Freedom Acres

Terrace Tree Contribution

1.	Terrace Tree Contribution: \$200/lot x 48 lots	\$9,600.00
<hr/>		
	Total amount due	\$9,600.00

DRAFT

**Exhibit 7
First Addition to Freedom Acres**

Oversize Sanitary Sewer

Estimated Developer's Cost Due City

Sanitary Sewer Main Costs Due Developer (estimated ¹)	\$ 8,569.00
Sanitary Sewer Manhole Costs Due Developer (estimated ¹)	\$10,115.00
Installation Inspection Fee Due Department of Public Works (estimated)	\$ 3,000.00
<hr/>	
Total Due at the time of billing	\$ 21,684.00

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.*



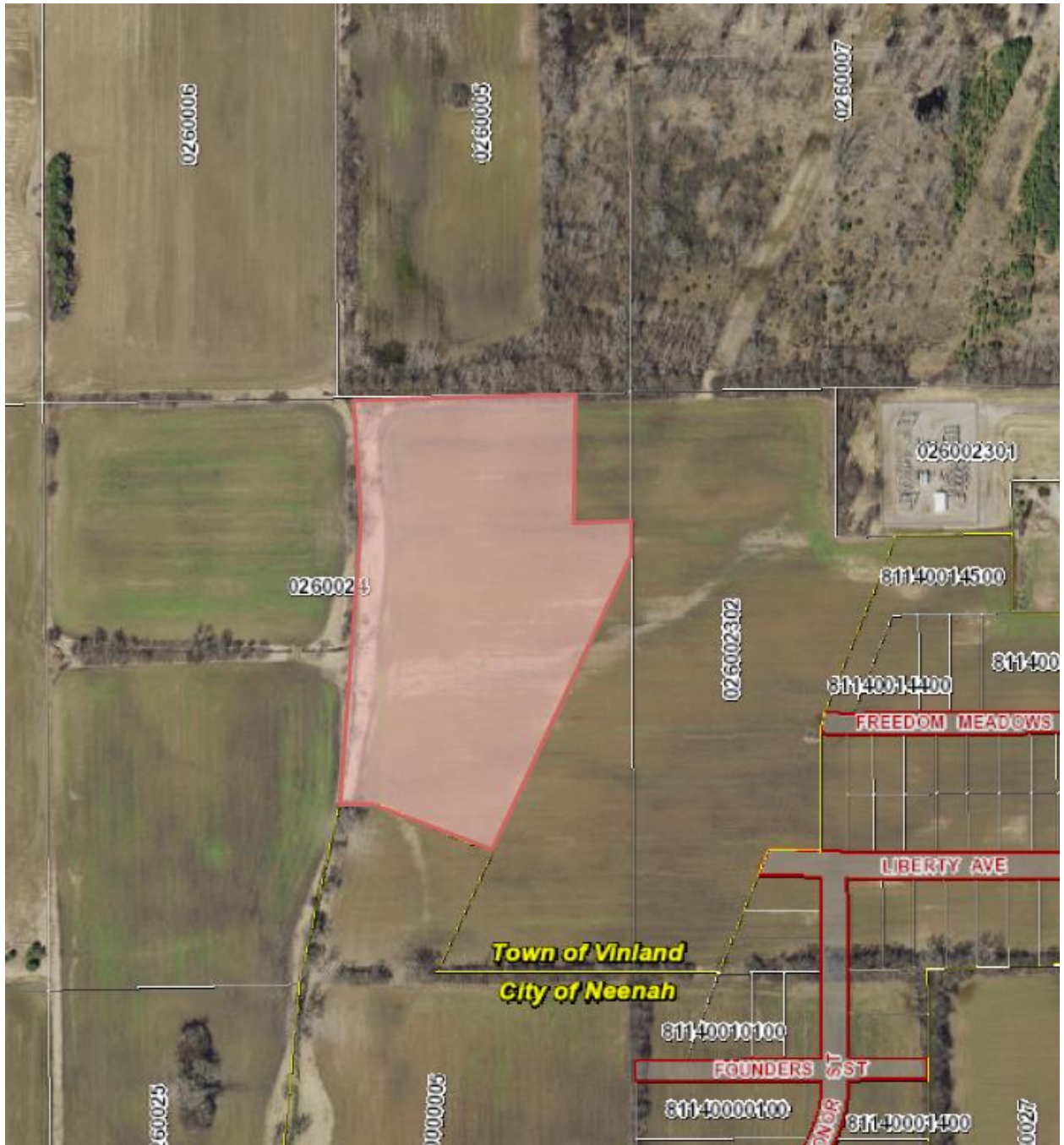
DATE: January 8, 2024
TO: Mayor Lang, Finance Committee and Common Council
FROM: Brad Schmidt, Deputy Director
RE: Annexation #231 (Liberty Avenue– T. of Vinland) – 10.12 Acres

In accordance with Section 26-29 of the Zoning Code, I am submitting the following comments relative to the proposed annexation.

- Revenues will be generated from development review fees, plan reviews and construction permits.
- The subject land is currently owned by the City and will be sold to Van Sistine Homes, LLC in the amount of \$79,814.71
- The proposed annexation includes approximately 10.12 acres of land west Woodenshoe Road in the Town of Vinland.
- The purpose of the annexation is to develop the 3rd Addition to the Homes at Freedom Meadows. Approximately 27 single-family lots will be developed.
- Upon annexation, the Zoning Classification will be R-1, Single-Family Residence District.
- The proposed annexation will not have any significant impact on the Assessor's operation.

Recommendation

The Department of Community Development and Assessments recommends Ordinance #2024-01 be approved and the petition for annexation of 10.12 acres of land located west of Woodenshoe Road be accepted.





NEENAH POLICE DEPARTMENT



Chief Aaron L. Olson

Memo

To: Neenah City Council and Mayor Jane Lang

From: Chief Aaron L. Olson

CC: City Clerk, Char Nagel and Finance Assistant, Lorie Raddatz

Date: 1/3/2024

Re: AX-231 Third Addition to The Homes at Freedom Meadows

The Neenah Police Department has received a copy of the petition for Annexation - AX-231 Third Addition to The Homes at Freedom Meadows, which is part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin.

We review annexation requests based on the following criteria:

- Size of proposed annexation
- Anticipated use of property
- Accessibility to emergency vehicles
- 5-year history of law enforcement response to the property
- Impact on safe traffic movement

In this case, the property has no significant history. The key factors for police are size, anticipated use, and traffic concerns.

Size: The size of this annexation does not present a police concern in its present use.

Anticipated Use: No known law enforcement concerns currently.

Five-year history of law enforcement: No known law enforcement concerns.

Traffic Concerns: Given the size and location of this parcel, there is little concern for increased traffic problems and or accessibility to emergency vehicles.

Recommendation: The police department offers no objection to the proposed annexation.



Neenah Water Utility

211 Walnut St. PO Box 426 Neenah, WI 54957-0426

Office: (920) 886-6182 Cell: (920) 858-6300

Email: amach@ci.neenah.wi.us

Anthony L. Mach

Director of Neenah Water Utility

MEMORANDUM

DATE: December 6, 2023

TO: Hon. Mayor Lang, Chairperson Erickson, and Members of the Finance and Personnel Committee

FROM: Anthony L. Mach

RE: Annexation 231 – 3rd Addition to The Homes at Freedom Meadows

In accordance with Section 26-29 (3) of the City of Neenah Municipal Code, the following information summarizes the anticipated impact upon the Water Utility of the proposed annexation of 10.1262 acres of property currently located in the Town of Vinland.

1. No additional personnel will be required at this time. However, continued expansions in the distribution system will warrant a reevaluation of personnel needs in the future.
2. Upon establishment of Water Utility service, twenty-seven (27) 5/8" water meter units will be installed at an estimated cost of \$5,940. These costs will be recovered through quarterly base meter charges.
3. No additional buildings will be required.
4. Water main and the water services for this area are not currently installed. The cost estimate for this work is \$154,000. The property owner will be responsible for all costs associated with the installation of the mains and water services. The estimated property owner assessments and deferred assessments are dependent upon any actual Water Utility costs to install infrastructure.
5. The estimated annual cost to treat and deliver water to these properties is \$3,210. The users will be billed for water usage through the quarterly utility bill.
6. The estimated direct Water Utility cost is \$5,940 for the purchase of the meters and endpoints.
7. The estimated annual Water Utility revenue is \$6,300 for water, \$2,250 for meter base charges, and \$2,290 for fire protection, for a total revenue of \$10,840 per year. Sewer and storm water revenues are not included in these estimates. In addition to establishment of City water service, if the property owner decides to keep their existing well, the well must be tested per Neenah Water Utility requirements and a \$50 licensing fee per well will be due to the Water Utility.
8. We recommend approving this annexation.



M E M O R A N D U M

DATE: January 5, 2024
TO: Mayor Lang, Chairperson Erickson, Members of the Finance and Personnel Committee
FROM: Gerry Kaiser, Director of Public Works
RE: AX-231 Impact Memo – Third Addition to Homes at Freedom Meadows

In response to City Clerk Nagel's note of December 5, 2023, relative to the above annexation, I submit the following in accordance with Section 26-29, City of Neenah Code of Ordinances.

A. Additional Personnel: This annexation in conjunction with other annexations in this immediate area will trigger the need for one additional public works staff to maintain streets and infrastructure, collect garbage and recyclables, and continue to provide the current level of service.

B. Additional Equipment: None.

C. New Buildings: No new buildings would be required.

D. Additional Public Improvements and Costs: \$0
 1. None.

E. Miscellaneous Costs: \$0
 1. None.

F. Estimated Revenues: \$ 101,262.00
 1. Fees

a. Oversized existing sanitary sewer interceptor fee at \$1,000/acre. \$ 10,126.20
 Est. Actual size = 10.1262 acres
 Size per Ordinance = 10.1262 acres

b. Storm sewer fee at \$9,000/acre. \$ 91,135.80
 Est. actual size = 10.1262 acres (including wetlands)
 Size per Ordinance = 10.1262 acres (This includes wetlands. Final payment calculation will deduct wetlands acreage from this total.)

2. Deferred Assessments: \$36,389.82

a. CTH G Sanitary Sewer: Per Haese memo of 2/25/2003 this area is outside of the area of direct payment for the CTH G interceptor. \$ 0.00

b. Freedom Meadows Pond: This area is served by the previously constructed pond. This annexation will complete reimbursement for the pond. \$ 36,389.82
 Pond Cost: \$185,794.50
 Total Watershed Served: 45.90 Acres
 Contributing Area Within this Annexation: 8.99 Acres (19.5%)

Total Fees and Assessments	\$ 137,651.82
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G. Recommendation: This annexation is recommended.