



City of Neenah
COMMON COUNCIL AGENDA
Wednesday, June 19, 2024 at 7:00 PM
Neenah City Hall, 211 Walnut Street
Council Chambers

- I. Roll Call and Pledge of Allegiance
- II. Accept and place on file the 2023 Annual Comprehensive Financial Report as presented by John Rader, Managing Director of Baker Tilly.
- III. Introduction and Confirmation of Mayor's Appointment(s)
 - A. None.
- IV. Approval of Council Proceedings
 - A. Approval of the Council Minutes and Proceedings of June 5, 2024 regular session.
(UC)
- V. Public Forum
 - A. Speakers should give their name and residential address (not mailing address) and are allowed five minutes to speak on any topic.
- VI. Mayor/Council consideration of public forum issues
- VII. Consent Agenda
 - A. Approve Temporary Class "B" (Picnic) License Application for Bergstrom Mahler Museum, Art After Dark (**PSSC**)
 - B. **(UC)**
- VIII. Reports of standing committees
 - A. Special Public Services and Safety Committee meeting of June 19, 2024: (Chairperson Lendrum/Vice Chairperson Hillstrom)
 1. Consideration of Committee recommendation on Resolution 2024-07 Supporting and Approving of the New Appleton (Fox Cities) Metropolitan Planning Organization Policy Board Structure and Redesignation Agreement. **(RollCall-Pro)**
 - B. Regular Public Services and Safety Committee meeting of June 11, 2024: (Chairperson Lendrum/Vice Chairperson Hillstrom) (Minutes can be found on the City web site)
 1. This meeting was cancelled, no report.
 - C. Regular Finance and Personnel Committee meeting of June 10, 2024: (Chairperson Erickson/Vice Chairperson Boyette) (Minutes can be found on the City web site)
 1. Committee recommends Council approve the Amendment to the First Addition to Freedom Acres Subdivision Development Agreement.
(RollCall-Pro)

2. Committee recommends Council approve the Third Addition to The Homes at Freedom Meadows Subdivision Development and Fee Agreement. **(This item will be voted on under Board of Public Works)**
3. Committee recommends Council approve Resolution 2024-08 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$11,170,000 General Obligation Promissory Notes, Series 2024A. **(RollCall-Pro)**
4. Committee recommends Council approve Resolution 2024-09 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$1,100,000 Taxable General Obligation Promissory Notes, Series 2024B. **(RollCall-Pro)**

IX. Reports of special committees and liaisons and various special projects committees

- A. Regular Plan Commission meeting of June 11, 2024: (Council Rep. Steiner)
(Minutes can be found on the City web site)
 1. This meeting was cancelled, no report.
- B. Board of Public Works meeting of June 12, 2024: (Vice Chairperson Hillstrom)
(Minutes can be found on the City web site)
 1. Information Only Items:
 - a) The Board approved Pay Request No.3, Contract 1-24, Sanitary and Storm Sewer, Water Main and Street Construction, on Belmont Ave., Belmont Ct., Cedar St., and Stevens St., to David Tenor Corporation, in an amount of \$518,715.28.
 - b) The Board approved Pay Request No.2, Contract 2-24, Sanitary and Storm Sewer, Water Main and Street Construction, on E. Doty Ave., to Kruczek Construction, Inc., in the amount of \$200,226.63.
 - c) The Board approved Pay Request No.3, Contract 3-24, Sanitary and Storm Sewer, Water Main and Street Construction, on Bayview Rd., Quarry Ln., and Reed St., to Donald Hietpas & Sons, in an amount of \$281,948.08.
 - d) The Board approved Pay Request No.1, Contract 4-24, Sanitary and Storm Sewer, Water Main and Street Construction, for the S. Park Avenue Easement, to Scott Lamers Construction, in the amount of \$18,719.75
 - e) The Board approved Pay Request No.1, Contract 6-24, Curb & Gutter, Stormwater, Street Overlay, and Trail Parking, for Jewelers Park Drive, to MCC, Inc., in an amount of \$202,944.22.
 - f) The Board approved Pay Request No.1, Contract 7-24, Concrete Pavement and Sidewalk Repairs, and New Sidewalk Installation on Baldwin St. and Plummer Ct., to Jim Fischer, Inc., in an amount of \$137,830.86.
 - g) The Board recommended the Waterworks Commission to award Contract 2-24W Water Booster Station Contract B for Process, Mechanical, Electrical, and Plumbing Construction to Sabel Mechanical, LLC of Fond du Lac, WI, in the amount of \$724,900.00.

2. Council Action Items:
 - a) The Board recommends Council approve the Third Addition to The Homes at Freedom Meadows Subdivision Development and Fee Agreement. **(RollCall-Pro)**
 - b) The Board recommends Council approve Final Pay Request, Contract 12-24, Storm Sewer and Water Main Construction, on S. Commercial Street for Douglas Stormwater Pond, to De Groot, Inc., in an amount of \$20,364.68. **(RollCall-Pro)**
- C. Reports on neighborhood groups.
 1. Report from the June 19, 2024 Business Improvement District Board (BID Board) Meeting – Alderperson Ellis
- D. Library Board
 1. Report from the June 19, 2024 Library Board Meeting – Alderperson Erickson
- E. Neenah Arts Council
 1. Report from the June 12, 2024 Neenah Arts Council Meeting – Alderperson Erickson
- F. Landmarks Commission
 1. Report from the June 12, 2024 Landmarks Commission Meeting – Alderperson Weber
- X. Presentation of petitions
 - A. Any other petition received by the City Clerk’s Office after distribution of the agenda.
- XI. Council Directives
 - A. Motion by Boyette/Erickson for an update on the Meridian Barriers from the Police Department, and confirmation on the use of city vehicles to block traffic policy from CVMIC, specifically what the policy will and will not cover. **(RollCall-Pro)**
 - B. Motion by Ellis/Pollnow to revisit the Special Event Permit Ordinance and permitting process. **(RollCall-Pro)**
 - C. Motion by Ellis/Steiner to revisit the sale of beer and wine at convenience stores. **(RollCall-Pro)**
- XII. Unfinished Business
- XIII. New Business
 - A. Arrowhead Park Development Status Report. (Ald. Hillstrom)
 - B. Any announcements/questions that may legally come before the Council.
- XIV. Closed session
 - A. The Council may convene in closed session pursuant to Wis. Stat. Sec. 19.85(1)(g) to confer with City Attorney who will render advice concerning strategies with respect to pending or impending litigation involving the city, regarding the Minks and Novak vs. City of Neenah case.

- B. The Council may reconvene into open session to consider action on the item(s) discussed in closed session.

XV. 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 e-mail clerk@neenahwi.gov at least 48 hours prior to the scheduled meeting or event to request an accommodation.

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City of Neenah

Financial highlights

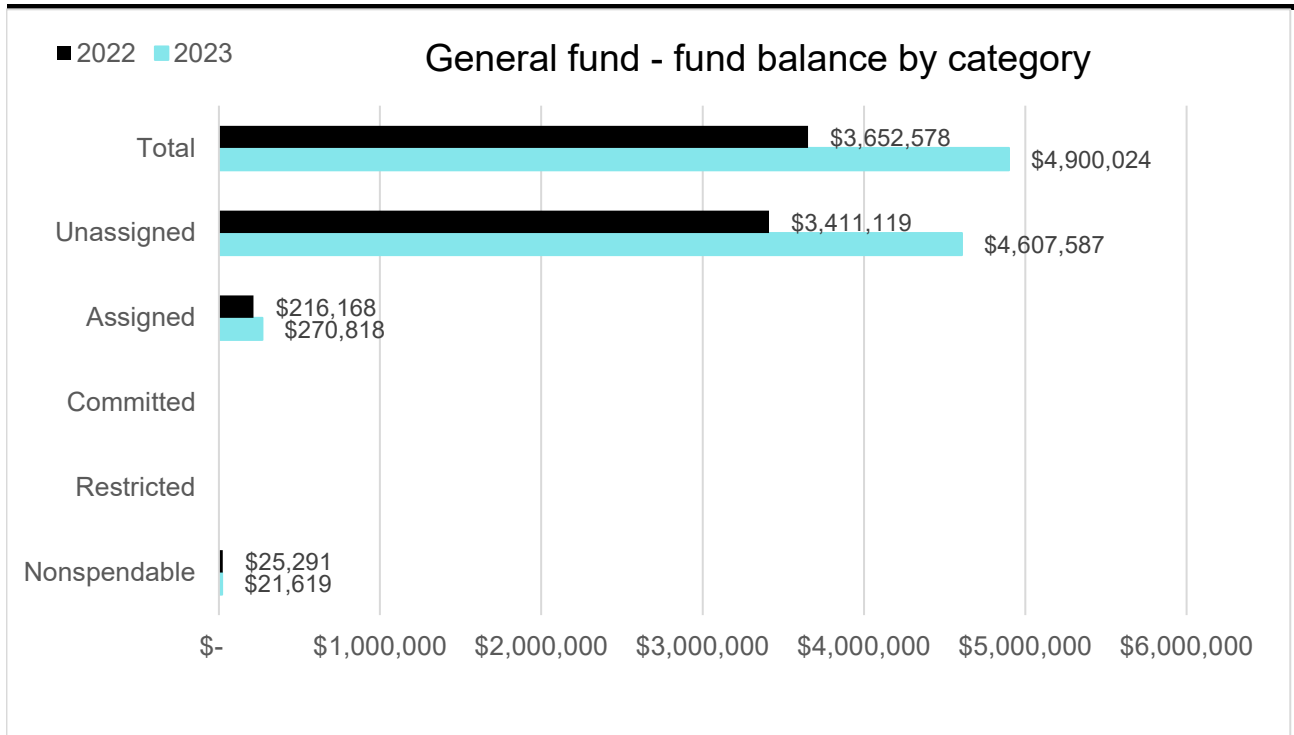
June 19, 2024

Client service team

Carla Gogin, CPA, Partner
Jodi Dobson, CPA, Partner
John Rader, CPA, Managing Director
Taylor Voegeli, CPA, and Logan Connors, Senior Associate

City of Neenah

General fund results



Summarized income statement

	<u>Actual</u>	<u>Final budget</u>	<u>Variance</u>
Revenues and other financing sources	\$ 29,993,426	\$ 28,377,850	\$ 1,615,576
Expenditures and other financing uses	<u>28,745,980</u>	<u>28,572,809</u>	<u>(173,171)</u>
Net change in fund balance	<u>\$ 1,247,446</u>	<u>\$ (194,959)</u>	<u>\$ 1,442,405</u>

Fund balance category definitions

Nonspendable - amounts cannot be spent either because they are not in spendable form or because legal or contractual requirements require them to be maintained in tact.

Restricted - amounts that can be spent only for the specific purposes stipulated by an external source.

Committed - amounts constrained for specific purposes that are internally imposed through formal action of the governing body.

Assigned - spendable amounts that are intended to be used for specific purposes that are not considered restricted or committed.

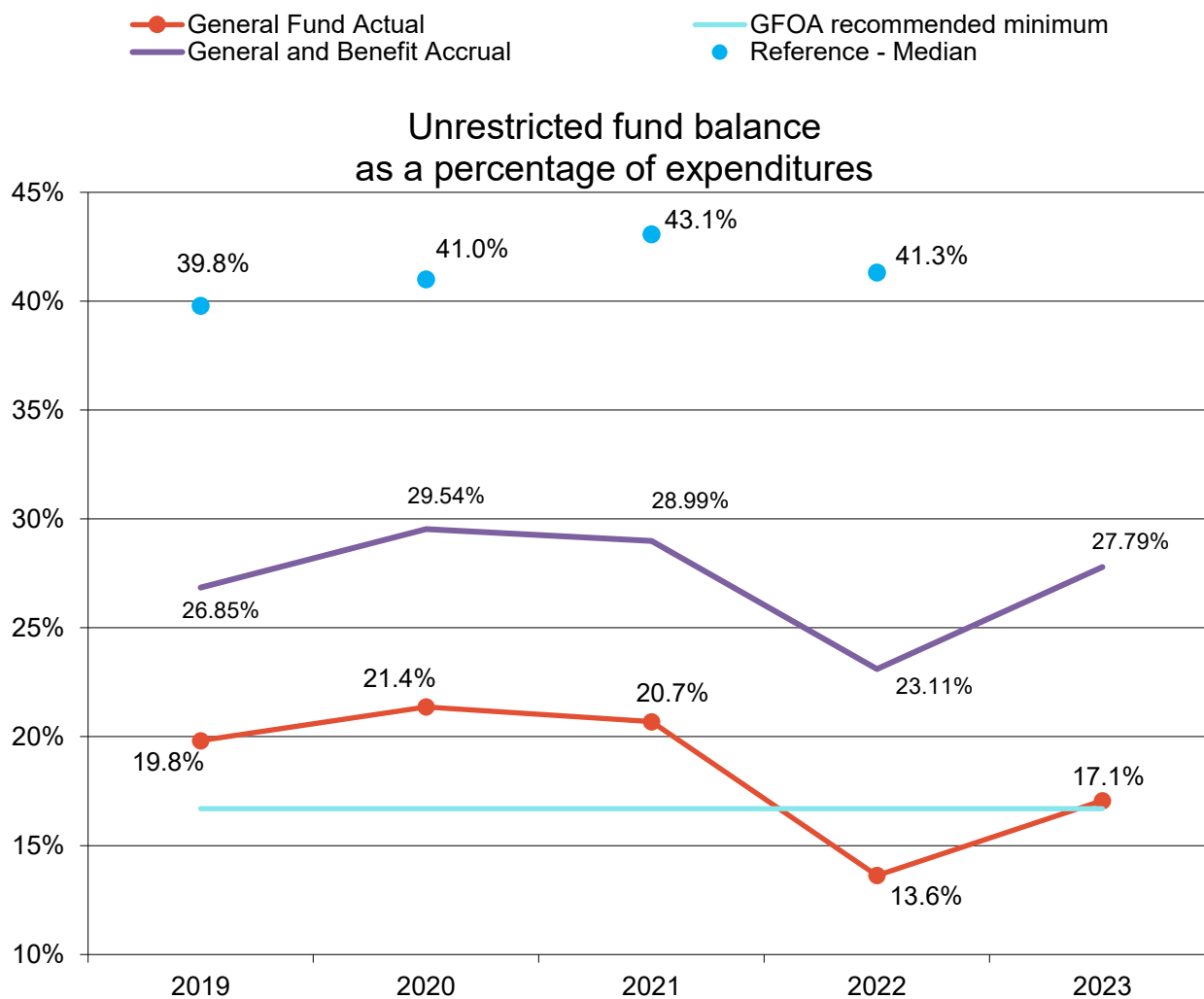
Unassigned - residual amounts that have not been classified within other categories above.

City of Neenah

General fund - fund balance trends

Fund balance policy:

The City does not currently have a fund balance policy.



Other reference values

GFOA recommends a minimum of no less than 2 months (16.7%) of general fund expenditures.

Median reference value generated from 2019 - 2022 Baker Tilly municipal client data for population range from 17,500 to 30,000.

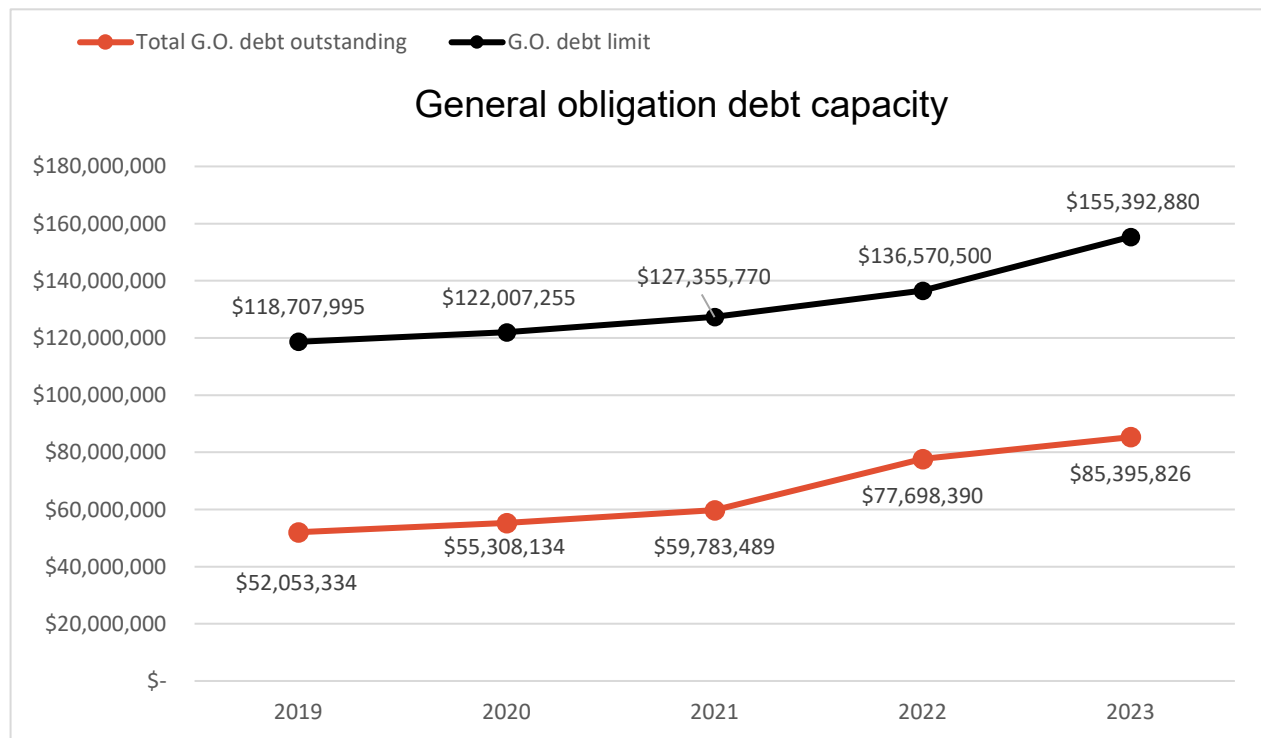
City of Neenah

General obligation debt

Debt management policy:

The City does not currently have a debt management policy.

Actual percentage of debt limit at 12/31/23: **55%**



Total debt outstanding by type at 12/31/2023

	General obligation	Revenue debt	Total
City	\$ 72,327,860	\$ -	\$ 72,327,860
Utility	13,067,966	8,771,496	21,839,462
Total	\$ 85,395,826	\$ 8,771,496	\$ 94,167,322

	2020	2021	2022	2023
CDA (TIF No.8) LRB's	\$16,680,000	\$15,510,000	\$4,495,000	\$3,220,000

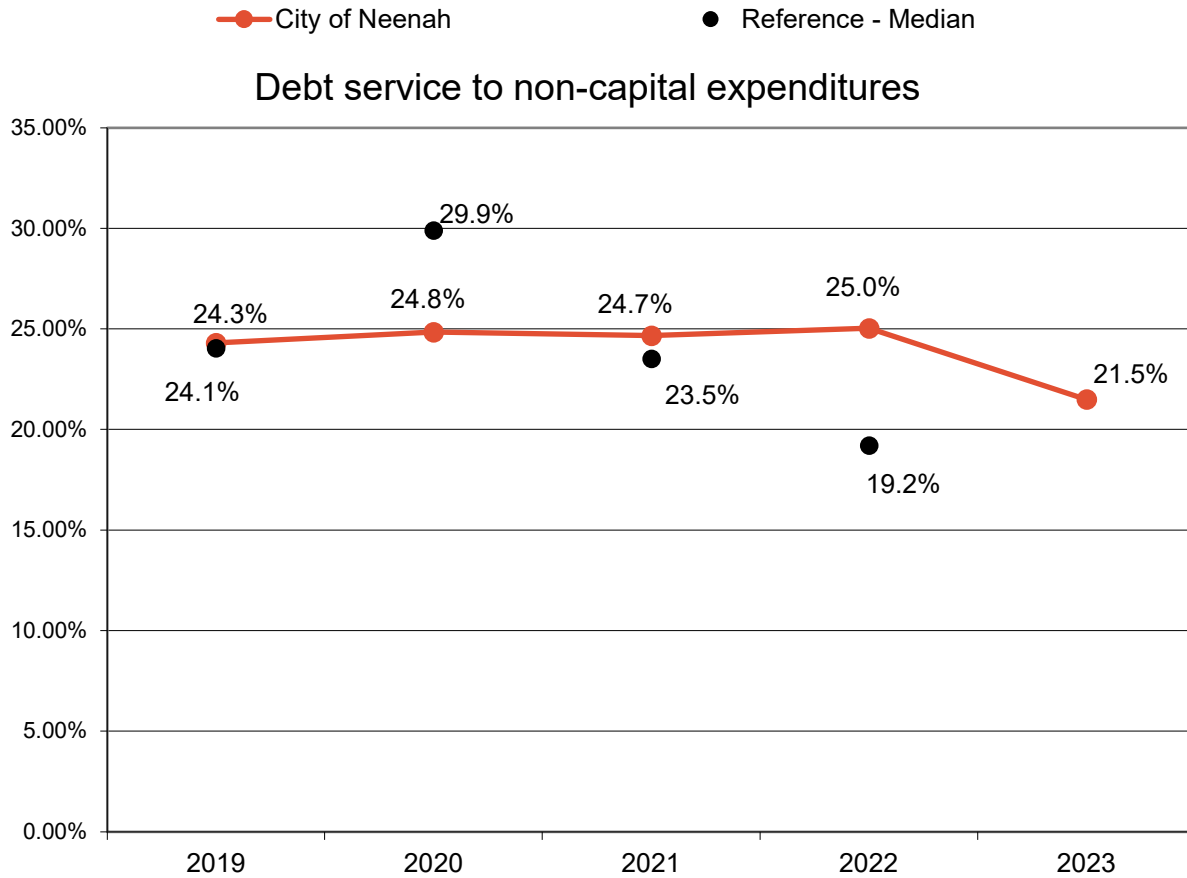
Comparative metrics available online through the Wisconsin Policy Forum.

<https://wispolicyforum.org/research/municipal-datatool-examining-and-comparing-wisconsin-cities-and-villages/>

Select "Debt" -- options for custom comparisons or comparisons by county

City of Neenah

Governmental funds - debt service



Current and prior year data

	<u>2023</u>	<u>2022</u>
Principal	\$ 7,225,200	\$ 7,794,940
Interest	<u>2,127,503</u>	<u>1,939,477</u>
Total	<u>\$ 9,352,703</u>	<u>\$ 9,734,417</u>
Non-capital expenditures	<u>\$ 43,510,191</u>	<u>\$ 38,873,915</u>

Other reference values

Median reference value generated from 2019 - 2022 Baker Tilly municipal client data for population range from 17,500 to 30,000.

Common Council Minutes
Wednesday, June 5, 2024 at 7:00 p.m.

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00 p.m., May 15, 2024, in the Council Chambers of Neenah City Hall.

Mayor Lang is the chair.

Present: Council President Borchardt, Aldermen Boyette, Erickson, Hillstrom, Ellis, Lendrum, Steiner, Pollnow, and Weber. Staff present Director of Finance Rasmussen, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, Attorney Struve (City of Menasha sitting in), and City Clerk Nagel.

Also Present: Police Chief Olson, Assistant Police Chief Bernice, and those noted on the attached Meeting Sign-In Sheets.

Mayor Lang called the meeting to order at 7:02 PM.

I. The City Clerk called a voice roll call as the Mayor/Aldermen recorded their attendance in the RollCall-Pro System followed by the Pledge of Allegiance led by Alderman Steiner.

II. Introduction and Confirmation of Mayor's Appointment(s).

A. Reappoint Grant Birtch to the Board of Review for a five-year term ending June of 2029
(UC)

Seeing no objections, the reappointment of Grant Birtch to the Board of Review was ordered approved.

III. Approval of Council Proceedings

A. Approval of the Council Minutes and Proceedings of May 15, 2024 regular session. **(UC)**
Seeing no objections, the Council Minutes and Proceedings of May 15, 2024 were ordered approved.

IV. Public Forum

A. Speakers should give their name and residential address (not mailing address) and are allowed five minutes to speak on any topic.

Mayor Lang opened the Public Forum at 7:03 PM.

Gerry Andrews, 1608 Lone Oak Drive, Neenah – Mr. Andrews is on the Parks and Recreation Commission. Mr. Andrews gave a presentation on the plans for Carpenter Preserve.

Martin Loescher, 432 S. Lake Street, Neenah – Spoke on the Fox Valley Pride Event taking place on June 22, 2024 at Riverside Park. Mr. Loescher does not believe a park is the appropriate setting for the event that celebrates sexuality and should be kept out of an area where children and family congregate.

After additional calls for comments there were no additional appearances. Mayor Lang closed the Public Forum was closed at 7:19 PM.

V. Mayor/Council consideration of public forum issues

- A. Alderman Pollnow asked for an explanation on how Special Event Permits are approved. Clerk Nagel explained that an application is submitted, the Special Events Team reviews the application, and if the application meets code requirements, it is approved. If the application does not meet code requirements, the team works with event coordinators until the event meets code requirements, at which time the event is approved. The ordinance states that both the Public Services and Safety Committee and the City Council are only to be informed for the approved events, not to approve the events. The Special Events ordinance was approved last year through standard ordinance approval process of going to the Public Services and Safety Committee for recommendation to the Council.
 - B. Alderman Erickson questioned the study of the Carpenter Preserve plan. The study should have come to the Council through the Park and Recreation Commission or Department. Mr. Andrews advised that the Council did approve funding for the Remaster Plan last year. As a result of that study, the Park and Recreation Commission adopted the recommended Remaster Plan. It is not believed that the Remaster Plan was presented to the Council, which is why Mr. Andrews is here tonight. Alderman Erickson believes the presentation should come from Parks and Recreation Department to follow proper procedure. Alderman Erickson would like the Council to receive review of the recommended Remaster Plan from Park and Recreation Department before any action is taken.
 - C. Alderman Lendrum questioned Mr. Andrews about not wanting deer in the Carpenter Preserve. It would be best if there were not deer in the preserve because they destroy and damage plantings. There are also many near accidents with the deer crossing Pendleton Road. Deer elimination would more than likely not happen.
 - D. Alderman Ellis would like to re-explore the Special Event Permitting process from an educational and informational standpoint. From the Pride Event standpoint, Alderman Ellis advised Mr. Loescher that this Council is human, and does their best to make things fair and balanced for anyone that wants to utilize city facilities. If there is inappropriate behavior by an organization that is utilizing city facilities, it will be made known. Learning will come from that event, and the appropriate protective actions will be taken. The converse is true as well. The city cannot discriminate against organizations as long as the organization does not generate negative actions.
 - E. Alderman Weber thanked Mr. Andrews for his passion with the Carpenter Preserve, and wanted addressed Alderman Erickson's question on the Carpenter Preserve. Alderman Weber is the Council Representative on the Park and Recreation Commission, and he is certain that he kept the Council informed through his Commission Reports on the Remaster Plan for Carpenter Preserve. If there is a protocol that must be followed, he was unaware of it, and will circle back with the Commission to bring it to council.
 - F. Alderman Boyette thanked Mr. Loescher for bringing his concern to the Council as it was courageous for him to do so. Alderman Boyette asked Police Chief Olson to comment on the Fox Valley Pride Event to answer some of Mr. Loescher's questions on how the event was going to be handled. Chief Olson advised that the Department must remain unbiased as to subject matter in which organization represents but rather looks at the event from a public safety standpoint. The police department is planning for all sorts of contingencies so that if something happens officers will respond properly. Officers will be on site to pride safety and will deal with issues should they arise.
- II. Consent Agenda
- A. Approve 2024-2025 Liquor License Renewals. **(PSSC)**

B. (UC)

Seeing no objections, the Consent Agenda is ordered approved as recommended by the Public Services and Safety Committee.

III. Reports of standing committees

A. Regular Public Services and Safety Committee meeting of May 28, 2024: (Chairman Alderman Lendrum/Vice Chairman Alderman Hillstrom) (Minutes can be found on the City web site)

1. Committee recommends Council approve the purchase of a Reading Service Body with a Miller EnPak from Monroe Truck Equipment for \$72,111.00 with funding to come from \$51,751.09 in carry forward funds and \$20,359.91 from the Capital Equipment fund balance. **(RollCall-Pro)**
MSCRCP Lendrum/Hillstrom to approve as recommended by the Committee.

Alderman Pollnow wanted it noted that this was a delayed purchase. The chassis was purchased last year in 2023 for \$53,248.91. Combined with the current expenses, the total purchase price of this vehicle, \$125,359.91. Since the total capital budget for this item was \$80,000, this item would be a budget amendment requiring two-thirds vote. Director Rasmussen concurred.

Amended motion: Motion by Lendrum, seconded by Hillstrom to approve the purchase of a Reading Service Body with a Miller EnPak from Monroe Truck Equipment for \$72,111.00 with funding to come from \$51,751.09 in carry forward funds and \$20,359.91 from the Capital Equipment fund balance, for a total combined purchase price of \$125,359.91, all voting aye.

2. Committee recommends Council approve Structures Unlimited to replace the salt shed roof at the City's Services Building with canvas fabric in the amount of \$27,300.00 to be funded from the remaining \$19,801.00 from Phase 1 Tullar garage roof repair, the remaining \$5,385.00 from the City Hall entry door replacement, and \$2,114.00 from the Public Facilities fund balance. **(RollCall-Pro)**
MSCRCP Lendrum/Borchardt to approve as recommended by committee, all voting aye.

G. Special Finance and Personnel Committee meeting of June 5, 2024: (Chairman Alderman Erickson/Vice Chairman Alderman Boyette)

1. Consideration of Committee recommendation on Ordinance 2024-09 Amending Ward Map to Comply with Legislative District Boundaries and Recent Annexations. **(RollCall-Pro)**
MSCRCP Erickson/Steiner to approve as recommended by committee, all voting aye.
2. Consideration of Committee recommendation on Ordinance 2024-10 Establish Article VII – Elections, Section 2-244 Election Inspectors to allow for a flexible Election Day work schedule. **(RollCall-Pro)**

MSCRP Erickson/Borchardt to approve as recommended by committee, all voting aye.

3. Consideration of Committee recommendation on Resolution 2024-06 Amending the Designated Polling Locations. **(RollCall-Pro)**
MSCRP Erickson/Ellis to approve as recommended by committee, all voting aye.

Aldermen Pollnow inquired on the voter notice plan for the polling location changes. Clerk Nagel advised a letter will be mailed to each voter, along with postings on the city's social media accounts and website.

- H. Regular Finance and Personnel Committee meeting of May 27, 2024: (Chairman Alderman Erickson/Vice Chairman Alderman Boyette) (Minutes can be found on the City web site)
 1. Meeting was cancelled, no report.
- VI. Reports of special committees and liaisons and various special projects committees
 - A. Regular Plan Commission meeting of May 28, 2024: (Council Rep Alderman Steiner) (Minutes can be found on the City web site)
 1. Meeting cancelled, no report.
 - B. Board of Public Works meeting of May 23, 2024: (Vice Chairman Alderman Hillstrom) (Minutes can be found on the City web site)
 1. Information Only Items:
 - a) The Board approved Change Order No.1, Contract 1-24, Utility and Street Construction, Belmont Ave., Belmont Ct., Cedar St., and Stevens St., to David Tenor Corporation, for City Services Building parking lot resurfacing, 1495 Tullar Rd., in an amount of \$154,964.00.
 - b) The Board approved Pay Request No.1, Contract 12-24, Storm Sewer and Water Main Construction, Commercial Street for Douglas Pond, to De Groot, Inc., in an amount of \$182,615.29.
 - c) The Board approved Pay Request No. 5, Contract 2-23W West Side Booster Station Building Construction, to RJM construction, LLC., in the amount of \$111,100.00.
 - C. Reports on neighborhood groups.
 1. Report from the May 21, 2024 Meeting Business Improvement District Board (BID Board) – Alderman Ellis
 - a) Future Neenah Inc. distributed their 2024 Summer Event Calendar.
 - b) Discussion was held on street furniture, sidewalk cafés, and sandwich boards in the downtown. The Borad requested that these ordinances and permitting process be revisited.
 - c) Presentation on AI (Artificial Intelligence) software that Future Neenah, Inc., is considering purchasing. The data that can be collected on downtown visitors is incredible. Alderman Ellis would like Council to hear the presentation as it could be beneficial for marketing the city.
 - D. Landmarks Commission
 1. Report from the May 29, 2024 Landmarks Commission – Alderman Weber

- a) Held a public hearing on the home at 1002 E. Forest Avenue for eligibility on Neenah Registry of Historic Places. The Commission voted to accept this home on the Neenah Registry.
 - b) Discussion was held on upcoming activities. The Voyager Canoe Tour was funded for 2024, date and time to be announced.
 - E. Sustainable Neenah Committee
 - 1. Report from the May 22, 2024 Sustainable Neenah Committee – Alderman Lendrum
 - a) No report.
 - F. Bergstrom Mahler Museum
 - 1. Report from the Bergstrom Mahler Museum – Council President Borchardt
 - a) The 4th edition of our Catching Fire Auction, June 5th - June 15th, 2024, with a Live Auction on June 12th, 6:45pm CST. See Bergstrom-Mahler Museum of Glass website for more details.
 - b) GLASS Arts Festival, August 10th, 2024. See Bergstrom-Mahler Museum of Glass website for more details.
 - c) Spring Fund Drive “Help Us Grow,” April 15 – June 15, 2024 with MATCH Challenge! See Bergstrom-Mahler Museum of Glass website for more details.
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MSCR P Borchardt/Pollnow for the Council to convene in closed session pursuant to Wis. Stat. Sec. 19.85(1)(g) to confer with City Attorney who will render advice concerning strategies with respect to pending or impending litigation involving the city, regarding the Minks and Novak vs. City of Neenah case, and Ordinance 2024-08 A Moratorium on select signs defined by Section 24-3 of the Code of

**Ordinances. The Council may reconvene into open session to consider action on the item discussed in closed session.
all voting aye.**

After a short break, the Council I convened into closed session at 7:56 PM.

- B. The Council may reconvene into open session to consider action on the item discussed in closed session.
MSCRP Ellis/Steiner for the Council to reconvened into open session to consider action on the item discussed in closed session, all voting aye.

At 8:21 PM, the Council reconvened into open session to consider action on the item discussed in closed session.

MSCRP Ellis/Borchardt to approve Ordinance 2024-08 implementing a 90-day sign moratorium as specified within the Ordinance, and ensuring the protection of the public health, safety, and well-being of the City, all voting aye.

There was discussion on the confusion of this case as to why the sign code rewrite satisfied the federal court case but not the state case. It is unclear as to why that is, but City Attorney Rashid believed, at the time of the sign code rewrite, the rewrite should have satisfied both the federal and state case.

- IX. Adjournment

Motion by Pollnow/Steiner to adjourn, all voting aye. Meeting adjourned at 8:41 PM.

Respectfully submitted,



Charlotte Nagel, City Clerk

Common Council Proceedings
Wednesday, June 5, 2024 at 7:00 p.m.

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00 p.m., May 15, 2024, in the Council Chambers of Neenah City Hall.

Mayor Lang is the chair.

Present: Council President Borchardt, Aldermen Boyette, Erickson, Hillstrom, Ellis, Lendrum, Steiner, Pollnow, and Weber. Staff present Director of Finance Rasmussen, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, Attorney Struve (City of Menasha sitting in), and City Clerk Nagel.

Also Present: Police Chief Olson, Assistant Police Chief Bernice, and those noted on the attached Meeting Sign-In Sheets.

Mayor Lang called the meeting to order at 7:02 PM.

- I. The City Clerk called a voice roll call as the Mayor/Aldermen recorded their attendance in the RollCall-Pro System followed by the Pledge of Allegiance led by Alderman Steiner.

- II. Introduction and Confirmation of Mayor's Appointment(s).
 - A. Reappoint Grant Birtch to the Board of Review for a five-year term ending June of 2029 **(UC)**
Seeing no objections, the reappointment of Grant Birtch to the Board of Review was ordered approved.

- III. Approval of Council Proceedings
 - A. Approval of the Council Minutes and Proceedings of May 15, 2024 regular session. **(UC)**
Seeing no objections, the Council Minutes and Proceedings of May 15, 2024 were ordered approved.

- IV. Consent Agenda
 - A. Approve 2024-2025 Liquor License Renewals. **(PSSC)**
 - B. **(UC)**

Seeing no objections, the Consent Agenda is ordered approved as recommended by the Public Services and Safety Committee.

- V. Reports of standing committees
 - A. Regular Public Services and Safety Committee meeting of May 28, 2024: (Chairman Alderman Lendrum/Vice Chairman Alderman Hillstrom) (Minutes can be found on the City web site)
 1. Committee recommends Council approve the purchase of a Reading Service Body with a Miller EnPak from Monroe Truck Equipment for \$72,111.00 with funding to come from \$51,751.09 in carry forward funds and \$20,359.91 from the Capital Equipment fund balance. **(RollCall-Pro)**
MSCRП Lendrum/Hillstrom to approve as recommended by the Committee.

Amended motion: Motion by Lendrum, seconded by Hillstrom to approve the purchase of a Reading Service Body with a Miller EnPak from Monroe Truck Equipment for \$72,111.00 with funding to come from \$51,751.09 in carry

forward funds and \$20,359.91 from the Capital Equipment fund balance, for a total combined purchase price of \$125,359.91, all voting aye.

2. Committee recommends Council approve Structures Unlimited to replace the salt shed roof at the City's Services Building with canvas fabric in the amount of \$27,300.00 to be funded from the remaining \$19,801.00 from Phase 1 Tullar garage roof repair, the remaining \$5,385.00 from the City Hall entry door replacement, and \$2,114.00 from the Public Facilities fund balance. **(RollCall-Pro) MSCRP Lendrum/Borchardt to approve as recommended by committee, all voting aye.**
- B. Special Finance and Personnel Committee meeting of June 5, 2024: (Chairman Alderman Erickson/Vice Chairman Alderman Boyette)
1. Consideration of Committee recommendation on Ordinance 2024-09 Amending Ward Map to Comply with Legislative District Boundaries and Recent Annexations. **(RollCall-Pro) MSCRP Erickson/Steiner to approve as recommended by committee, all voting aye.**
 2. Consideration of Committee recommendation on Ordinance 2024-10 Establish Article VII – Elections, Section 2-244 Election Inspectors to allow for a flexible Election Day work schedule. **(RollCall-Pro) MSCRP Erickson/Borchardt to approve as recommended by committee, all voting aye.**
 3. Consideration of Committee recommendation on Resolution 2024-06 Amending the Designated Polling Locations. **(RollCall-Pro) MSCRP Erickson/Ellis to approve as recommended by committee, all voting aye.**
- C. Regular Finance and Personnel Committee meeting of May 27, 2024: (Chairman Alderman Erickson/Vice Chairman Alderman Boyette) (Minutes can be found on the City web site)
1. Meeting was cancelled, no report.
- VI. Reports of special committees and liaisons and various special projects committees
- A. Regular Plan Commission meeting of May 28, 2024: (Council Rep Alderman Steiner) (Minutes can be found on the City web site)
1. Meeting cancelled, no report.
- VII. Council Directives
- A. Motion by Boyette/Erickson for an update on the Meridian Barriers from the Police Department, and confirmation on the use of city vehicles to block traffic policy from CVMIC, specifically what the policy will and will not cover.
 - B. Motion by Ellis/Pollnow to revisit the Special Event Permit Ordinance.
 - C. Motion by Ellis/Steiner to revisit the sale of beer and wine at convenience stores.
- VIII. Closed session
- A. The Council may convene in closed session pursuant to Wis. Stat. Sec. 19.85(1)(g) to confer with City Attorney who will render advice concerning strategies with respect to pending or impending litigation involving the city, regarding the Minks and Novak vs. City

of Neenah case, and Ordinance 2024-08 A Moratorium on select signs defined by Section 24-3 of the Code of Ordinances. **(RollCall-Pro)**

MSCRP Borchardt/Pollnow for the Council to convene in closed session pursuant to Wis. Stat. Sec. 19.85(1)(g) to confer with City Attorney who will render advice concerning strategies with respect to pending or impending litigation involving the city, regarding the Minks and Novak vs. City of Neenah case, and Ordinance 2024-08 A Moratorium on select signs defined by Section 24-3 of the Code of Ordinances. The Council may reconvene into open session to consider action on the item discussed in closed session.

all voting aye.

After a short break, the Council I convened into closed session at 7:56 PM.

- B. The Council may reconvene into open session to consider action on the item discussed in closed session.

MSCRP Ellis/Steiner for the Council to reconvened into open session to consider action on the item discussed in closed session, all voting aye.

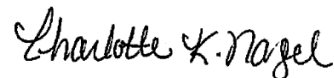
At 8:21 PM, the Council reconvened into open session to consider action on the item discussed in closed session.

MSCRP Ellis/Borchardt to approve Ordinance 2024-08 implementing a 90-day sign moratorium as specified within the Ordinance, and ensuring the protection of the public health, safety, and well-being of the City, all voting aye.

- IX. Adjournment

Motion by Pollnow/Steiner to adjourn. Motion carried in a voice vote 8-0. Meeting adjourned at 8:41 PM.

Respectfully submitted,



Charlotte Nagel, City Clerk

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$10.00

Application Date: 05/08/2024

Town Village City of Neenah

County of Winnebago

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 06/20/2024 and ending 06/20/2024 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- Bona fide Club Church Lodge/Society
 Veteran's Organization Fair Association or Agricultural Society
 Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Bergstrom-Mahler Museum

(b) Address 165 North Park Avenue, Neenah, WI 54956

(Street)

Town Village City

(c) Date organized 04/05/1959

(d) If corporation, give date of incorporation 04/05/1959

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Ms. Kathleen A. Brost 165 N. Park Ave., Neenah, WI 54956

Vice President _____

Secretary Ms. Amy Pietsch 165 N. Park Ave., Neenah, WI 54956

Treasurer Mr. Fred C. Schwertfeger 165 N. Park Ave., Neenah, WI 54956

(g) Name and address of manager or person in charge of affair: _____

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 165 North Park Avenue, Neenah, WI 54956

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Yes, all of museum building

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: All public galleries and outside lawns and grounds.

3. Name of Event

(a) List name of the event June 2024 Art After Dark

(b) Dates of event 06/20/2024

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Kathleen A. Brost
(Signature / Date)

Bergstrom-Mahler Museum, Inc.
(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Additional Information

May be Granted and Issued only to (secs. 125.26(6), and 125.51(10), Wis. Stats.):

- (1) Bona fide clubs.
- (2) State, county, or local fair associations, or agricultural societies.
- (3) Churches, lodges, or societies that have been in existence for at least 6 months prior to the date of application.
- (4) Posts of veterans organizations.
- (5) Chambers of commerce or similar civic or trade organizations organized under ch. 181, Wis. Stats.

Application:

- (1) Filing: In writing, for each event, on Form AT-315.
- (2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (secs. 125.26(1) and 125.51(10), Wis. Stats.)
- (3) The written application shall be filed with the clerk of the municipality in which premises are located:
Class "B" (Beer):
 - a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (sec. 125.04(3)(f), Wis. Stats.)
 - b. At least 15 days prior to the granting of the license for events lasting 4 or more days."Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.
- (4) Seller's Permit: (sec. 77.54 (7m), Wis. Stats.), provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.
- (5) Publication: Not required. (sec. 125.04(3)(g), Wis. Stats.)

Fee: Determined by the municipality, but may not exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.) (secs. 125.26(6) and 125.51(10), Wis. Stats.)

Duration: The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time. (sec. 125.51(10)(b), Wis. Stats.)

Restrictions:

- (1) License may not be issued to individuals. (secs. 125.02 (14), 125.26(6), 125.51(10), Wis. Stats.)
- (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (3) License may cover either a specified area or the entire picnic grounds. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (4) License issued to a county or district fair must cover the entire fairgrounds (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (5) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (sec. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.)
- (6) Licensed operator(s) must be present at all times (secs. 125.17, 125.26(6), 125.32(2) - Beer; 125.17, 125.51(10), 125.68(2) - Wine; Wis. Stats.)
- (7) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (sec. 125.32(6), Wis. Stats.)
- (8) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society, chamber of commerce or similar civic or trade organization or veterans' post in any 12 month period. A municipality may issue up to 20 wine licenses to the same licensee if: 1) each license is issued for the same date and times, 2) the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, 3) an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol beverages at the event, and 4) within the immediately preceding 12-month period, the municipality has issued these multiple licenses for fewer than 2 events. In addition, each event for which multiple licenses are issued shall count as one license toward the 2-license limit. (sec. 125.51(10), Wis. Stats.)
- (9) Licensed organizations must purchase their alcohol beverages only from permitted Wisconsin wholesalers, breweries and brewpubs. (secs. 125.33(6), and 125.69(6), Wis. Stats.)

Public Services & Safety Committee

June 19, 2024

Temporary Class "B" (Picnic) License Application

Applicant	Name of Event	Beer/Beer&Wine	Location	Date(s) of Event
BMM	Art After Dark	Beer only	165 N. Park Street	20-Jun-24

Applicant	Name of Event	Class of Event	Location	TDORA	Dates	Approved
Future Neenah	Out to Lunch Concert Series	Class A Exceeds 200 Attendees, Travel Lane Closures	Shattuck Park	No	6/13 - 8/23	4/5/2024
Future Neenah	Evning Concert Series	Class A Exceeds 200 Attendees, Travel Lane Closures	Shattuck Park	No	6/19 - 8/28	4/5/2024
MillCity Church	2-Day Conference	Travel Lane Closures 12:30-2pm each day	120 N. Lake Street, 142 N. Lake Street	No	6/14 & 6/15	6/7/2024
Fox Valley Pride	Pride Event 2024	Class A Exceeds 200 Attendees, Travel Lane Closures	Riverside Park	No	6/22/2024	5/21/2024
Udderly Euro	Udderly Euro	Class A Exceeds 200 Attendees, Travel Lane Closures	Bergstrom Tower Parking Lots Only	No	6/29/2024	4/19/2024
Neenah Parks & Rec	Community Fest 2024	Class A Exceeds 200 Attendees, Travel Lane Closures	Riverside Park and E. Wisconsin Ave	No	07/03 & 07/04	4/5/2024



Department of Public Works
211 Walnut Street | Neenah, WI 54956
publicworks@neenahwi.gov
920.886.6240

M E M O R A N D U M

DATE: May 31, 2024
TO: Mayor Lang and Members of the Public Services & Safety Committee
FROM: James Merten, Traffic Engineer
RE: Appleton (Fox Cities) Metropolitan Planning Organization Policy Board Redesignation Letter of Support

East Central Wisconsin Regional Planning Commission (ECWRPC) is requesting support from municipal members of the Appleton (Fox Cities) Metropolitan Planning Organization (MPO) to restructure the MPO Policy Board. As the City of Neenah is within the MPO boundary and thereby a member of the Appleton MPO, I have prepared the attached resolution for the consideration by the Neenah Common Council.

In short, the redesignation will create a new policy board that will be made up of elected officials exclusively from municipalities within the Appleton MPO. Currently, the ECWRPC Board, which includes representatives across the 9 counties it represents, functions as the policy board for the Appleton MPO. The Federal Highway Administration and the Federal Transit Administration have directed ECWRPC to reorganize the MPO Policy Board so that the representation is consistent with the MPO region.

The policy board structure being recommended allocates seats on the board by population. This results in the City of Neenah having two voting member seats out of 22 total.

Staff recommends approving Resolution 2027-07, indicating support for the redesignation of the Appleton MPO Policy Board.

Attachments:

- Resolution 2024-07
- Appleton (Fox Cities) MPO Technical Advisory Committee May 6, 2024 Agenda & Supporting Documents
- Appleton (Fox Cities) MPO Policy Board Redesignation Presentation by ECWRPC



RESOLUTION NO. 2024-07

A RESOLUTION FOR SUPPORTING AND APPROVING OF THE NEW APPLETON (FOX CITIES) MPO POLICY BOARD STRUCTURE AND REDESIGNATION AGREEMENT.

WHEREAS, the Federal Aid Highway Act of 1962 requires a continuing, comprehensive transportation planning process carried out cooperatively by the State and local communities of each urban area of more than 50,000 population in order to qualify transportation projects for federal aid, and;

WHEREAS, East Central WI Regional Planning Commission (ECWRPC) was designated as the Appleton (Fox Cities) Metropolitan Planning Organization (MPO) by Wisconsin's Governor in January, 1974, and;

WHEREAS, due to a population in excess of 200,000 following the 2010 U.S. Census, the Appleton (Fox Cities) Urban area was designated by the federal government as a Transportation Management Area (TMA) in 2012, and;

WHEREAS, the ECWRPC Board, consisting of elected and appointed officials from member counties within East Central's 10 county region, has served as the Policy Board for the Appleton (Fox Cities) MPO since 1974, and;

WHEREAS, the Commission identified the creation of a separate Appleton (Fox Cities) MPO Policy Board within their 2020 Strategic Plan, and;

WHEREAS, a change to the Appleton (Fox Cities) MPO Policy Board was identified as necessary by ECWRPC, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) to ensure that local elected officials representing 75% of the affected population serve on the MPO Policy Board, consistent with federal requirements as outlined in 23 CFR 450.310, and;

WHEREAS, the City of Neenah is located within the Appleton (Fox Cities) Metropolitan Planning Organization, and;

WHEREAS, a new Appleton (Fox Cities) MPO Policy Board structure has been developed by ECWRPC staff, in coordination with FHWA, FTA, WISDOT, and local impacted communities, which is outlined in the Table 1, and;

WHEREAS, the main functions of the Appleton (Fox Cities) MPO Policy Board shall be to provide policy guidance throughout the transportation planning process, review and approve the Metropolitan Transportation Plan (MTP), Congestion

Management Process, Transportation Improvement Program (TIP), the Unified Planning Work Program (UPWP), and promote the implementation of the TIP and UPWP, and;

WHEREAS, approval of each governing body of the municipalities and counties located within the Appleton (Fox Cities) Metropolitan Planning Area is necessary to demonstrate local support for the formal request that the Governor redesignate the Appleton (Fox Cities) MPO Policy Board structure as outlined in the attached table, and;

WHEREAS, each local unit of government located within the Appleton (Fox Cities) Metropolitan Planning Area will be party to the formal redesignation agreement (attached) between the Governor, ECWRPC, and the local units of government, and so;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Neenah that the City of Neenah supports and approves the new structure of the Appleton (Fox Cities) Metropolitan Planning Organization (MPO) Policy Board, as reflected in the attached table, and;

BE IT FURTHER RESOLVED that the City of Neenah agrees to participate in the Appleton (Fox Cities) MPO Policy Board meetings, to ensure a continuing, comprehensive, and cooperative transportation planning process for the Appleton (Fox Cities) Metropolitan Planning Area, and;

BE IT FURTHER RESOLVED that the City of Neenah agrees to the provisions outlined in the attached redesignation agreement, which is hereby incorporated by reference and made a part hereof.

Adopted, approved and recorded this 19th day of June 2024.

Recommended by: Public Services and
Safety Committee

CITY OF NEENAH, WISCONSIN

Moved: _____

Jane B. Lang, Mayor

Passed: _____

Charlotte K. Nagel, City Clerk

APPLETON (FOX CITIES) METROPOLITAN PLANNING ORGANIZATION

Updated 2/22 with adjusted MPA boundary populations

Member Jurisdiction	2020 Census		Policy Board Structure	
	Population within MPA Boundary	Population %	> 5,000 populaton = 1 vote; Additional vote(s) for each increment of 25K pop	
			Voting Seats	Advisory Seats
City of Appleton	75,913	30%	4	
Outagamie - 63,168				
Calumet - 11,304				
Winnebago - 1,441				
City of Neenah	27,319	11%	2	
Town of Grand Chute	23,650	9%	1	
Village of Fox Crossing	18,974	7%	1	
City of Kaukauna	17,094	7%	1	
City of Menasha	18,268	7%	1	
Winnebago - 15,261				
Calumet - 3,007				
Village of Greenville	12,118	5%	1	
Village of Harrison	12,091	5%	1	
Village of Little Chute	11,619	5%	1	
Village of Kimberly	7,320	3%	1	
Town of Buchanan	6,823	3%	1	
Town of Neenah	3,702	1%		1
Village of Combined Locks	3,634	1%		1
Town of Clayton	3,487	1%		1
Village of Sherwood	3,271	1%		1
Town of Center	1,859	1%		1
Town of Vandebroek	1,627	1%		1
Town of Freedom	1,353	1%		1
Town of Kaukauna	1,020	0%		1
Town of Vinland	1,202	0%		1
Town of Ellington	945	0%		1
Village of Wrightstown	292	0%		1
Town of Woodville	149	0%		1
MUNICIPALITY TOTALS	253,730	100%	15	12
			Min. 1 vote; Additional vote(s) for each increment of 100,000 population	
COUNTIES				
Outagamie County	152,522	60%	2	
Winnebago County	71,386	28%	1	
Calumet County	29,822	12%	1	
COUNTY TOTALS	253,730	100%	4	0
REQUIRED MAJOR MODES OF TRANSPORTATION				
WISDOT			1	
Valley Transit			1	
Appleton International Airport			1	
MAJOR MODES TOTALS			3	0
REQUIRED NON-VOTING MEMBERS				
FHWA				1
FTA				1
MPO Director				1
REQUIRED NON-VOTING MEMBER TOTALS			0	3
GRAND TOTAL POLICY BOARD SEATS			22	15
% of pop w/direct representation			91.1%	

MEETING NOTICE

APPLETON (FOX CITIES) METROPOLITAN PLANNING ORGANIZATION (MPO) TECHNICAL ADVISORY COMMITTEE

DATE: Monday, May 6, 2024

TIME: 9:30 a.m.

PLACE: In-person-Outagamie County Government Center, Meeting Rooms 2A and 2B (2nd level of new building), 320 S. Walnut Street, Appleton

AGENDA

1. Welcome and Introductions
2. Public Comment
3. Presentation and discussion on Appleton (Fox Cities) MPO Redesignation of the Policy Board Structure and Policy Board Structure Options
4. Next Meeting Date
5. Adjourn

Any person wishing to attend this meeting or hearing who, because of a disability, requires special accommodations should contact the East Central Wisconsin Regional Planning Commission at (920) 751-4770 at least three business days prior to the meeting or hearing so that arrangements, within reason, can be made.

TO: Local Municipalities and Counties within the Appleton (Fox Cities) Metropolitan Planning Area

FROM: Melissa Kraemer Badtke, Executive Director

DATE: May 6, 2024

RE: Redesignation of the Appleton (Fox Cities) Metropolitan Planning Organization (MPO) Policy Board Structure

Background

A Metropolitan Planning Organization is an agency created by federal law to provide local elected leaders input into planning and implementation of federal transportation funds to metropolitan areas with populations greater than 50,000. The Federal-Aid Highway Act of 1962, which mandated the formation of MPOs, has implemented that MPOs must plan for regional transportation planning expenditures and are responsible for the continuing, cooperative, and comprehensive transportation planning process for their urbanized area. Under federal law established by the 1973 Highway Act and the Urban Mass Transit Act, MPOs are ***organizations in urbanized areas designated by their Governors*** to perform significant planning and programming of federally funded highways and transit projects.

East Central Wisconsin Regional Planning Commission (ECWRPC) was designated as the Appleton (Fox Cities) Metropolitan Planning Organization (MPO) by Wisconsin Governor Patrick Lucey on January 15, 1974. Since that time, the ECWRPC Board, comprised of elected and appointed officials from member counties within East Central's 10-county region, has acted as the Policy Board for the Appleton (Fox Cities) Metropolitan Planning Organization (MPO).

The restructuring of the Policy Board, to be comprised of local elected officials representing at least 75 percent of the impacted population, was identified in East Central's 2020 Strategic Plan and Reorganization Plan. However, that action was deferred until the 2020 U.S. Census data became available, due to the possibility that the Appleton (Fox Cities) and Oshkosh MPOs would be agglomerated, or joined together. The Appleton (Fox Cities) Urban Area was posted on the federal register in January, 2023 and the Appleton (Fox Cities) and Oshkosh MPOs did not agglomerate.

During the 2023 federal certification review of the Appleton (Fox Cities) MPO, the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) included a strong recommendation to redesignate the Appleton (Fox Cities) MPO policy board, to ensure compliance with federal requirements as outlined in [23 CFR 450.310](#). **A deadline of September 3, 2024 has been established to complete the redesignation process.**

East Central staff is actively working in coordination with FHWA, FTA, the Wisconsin Department of Transportation, and contracted legal counsel to ensure the various components of the redesignation of the Appleton (Fox Cities) MPO Policy Board structure are compliant with federal regulations.

The initial step of the redesignation process began with the ECWRPC Board approving a Resolution of Support (Resolution 23-24) to proceed with the redesignation process by engaging with all local impacted counties and municipalities on the establishment of new Policy Board structure for the Appleton (Fox Cities) MPO. Each impacted county and municipality will, in turn, be required to pass a Resolution of Support approving of the new Policy Board structure. A formal request will then be made to the Governor's office for the official redesignation of the Policy Board structures. The Governor will then formally redesignate the Policy Board for the Appleton (Fox Cities) MPO and the new Policy Board will be convened to elect officers and adopt Bylaws.

Attached are additional items including,

- 1) Appleton (Fox Cities) MPO Policy Board Redesignation Process Overview
- 2) Appleton (Fox Cities) MPO Policy Board Redesignation Process Frequently Asked Questions

Additional information and materials will be provided at the May 6th meeting, including Policy Board Structure options, a DRAFT Template Resolution of Support, and a DRAFT Redesignation Agreement.

Requested Action

We respectfully request assistance from each local governmental unit in moving the Resolution of Support through your respective legislative process. East Central staff is available to attend meetings, as needed, to speak to the issue and answer any questions your elected officials may have. Given the federal deadline of **September 3, 2024** to have the new MPO Policy Board in place, we appreciate any assistance you are in a position to provide to act on this by the end of June, if possible. East Central's Board will then provide final approval and formally request redesignation by the Governor at their July 24th meeting.

Thank you in advance for your assistance and partnership in this endeavor, which will ultimately lead to improved governance and decision-making regarding federal transportation investments within the Appleton (Fox Cities) Metropolitan Planning Area. Please feel free to reach out with any questions or to request staff attend an upcoming meeting.

ECWRPC Contacts

Melissa Kraemer Badtke, ECWRPC Executive Director/MPO Director
Office Phone: 920-886-6828
Cell Phone: 920-202-1479
Email: mbadtke@ecwrpc.org

Craig Moser, ECWRPC Deputy Director
Phone: 920-886-6827
Email: cmoser@ecwrpc.org

Appleton (Fox Cities) Metropolitan Planning Organization Policy Board Redesignation Process Overview

What is an MPO?

- A Metropolitan Planning Organization (MPO) is an agency created by federal law to **provide local elected** officials input and authority over the planning and implementation of federal transportation investments within a U.S. Census Bureau – defined urban area with populations greater than 50,000.
- The Federal-Aid Highway Act of 1962, which mandated the formation of MPOs, has implemented that MPOs must plan for regional transportation planning projects and are responsible for the **continuing, cooperative, and comprehensive transportation planning process** for their urban area.
- Under federal law established by the 1973 Highway Act and the Urban Mass Transit Act, MPOs are **organizations in urbanized areas designated by their Governors** to perform significant planning and programming of federally funded highways and transit projects. The policy leaders, committees, professional staff, and consultants, combined with the administrative capability to support the MPO planning processes, constitute the core elements of the Metropolitan Planning Organization's activities.

East Central Wisconsin Regional Planning Commission's Role

- East Central Wisconsin Regional Planning Commission (ECWRPC) was designated as the Appleton (Fox Cities) Metropolitan Planning Organization (MPO) by Wisconsin Governor Patrick Lucey on January 15, 1974.
- Since then, the East Central Board, comprised of elected officials in member counties from East Central's region, has acted as the Policy Board for the Appleton (Fox Cities) Metropolitan Planning Organization (MPO).
- The Appleton (Fox Cities) MPO was designated a Transportation Management Area (TMA) in 2012, as a result of the U.S. Census population for the Appleton (Fox Cities) MPO was over 200,000. The TMA designation comes with additional requirements including the development of a congestion management process and a quadrennial certification review.
- The Appleton (Fox Cities) Metropolitan Planning Organization is responsible for the following:
 - Development of a Congestion Management Process,
 - Development of a Metropolitan Transportation Plan,
 - Development and management of the Transportation Improvement Program, and
 - Funding decisions for regionally significant transportation projects based on the processes, plans, and programs listed above through the Surface Transportation Block Grant – Urban Program, Transportation Alternatives Set-Aside, and the Carbon Reduction Program.

The Redesignation of the Policy Board Structure

- East Central Wisconsin Regional Planning Commission's Board, the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA) identified the current Appleton (Fox Cities) MPO Policy Board structure as an issue during the Appleton (Fox Cities) MPO Certification Review that requires the policy board to be restructured to ensure compliance with the federal requirements as outlined in the federal regulations - **23 CFR 450.310**.
- The new Appleton (Fox Cities) MPO policy board will need to be redesignated by the Governor and will need to be comprised of local elected officials representing at least 75 percent of the

population for the Appleton (Fox Cities) Metropolitan Planning Area (MPA) to be compliant with federal regulations – **23 CFR 450.310(b)**. The policy board will provide local elected officials input and insight into the transportation planning process and funding decisions for transportation projects that are regionally significant within the Metropolitan Planning Area.

- **As outlined in the Appleton (Fox Cities) TMA Certification Review by the Federal Highway Administration and the Federal Transit Administration, the new Appleton (Fox Cities) MPO Policy Board must be in place by September 3, 2024.**

What is the Redesignation Process for the New MPO Policy Board Structure?

- At the Commission Board meeting in March, the East Central Board approved a Resolution supporting the redesignation process authorizing East Central staff to engage with communities and local elected leaders within the Appleton (Fox Cities) Metropolitan Planning Area (MPA).
- East Central staff is working with local officials within the Appleton (Fox Cities) Metropolitan Planning Area on the new Policy Board Structure. In addition, local municipalities and counties with the Appleton (Fox Cities) MPA will be required to approve a resolution and the redesignation agreement in support of the redesignation of the Appleton (Fox Cities) MPO Policy Board structure.
- Once the counties and municipalities within the MPA approve the Resolutions and Redesignation Agreement, a request will be made to the Governor to proceed with formally Redesignating the new Appleton (Fox Cities) MPO Policy Board.

Benefits of Redesignation:

- Local elected officials exclusively from *within* the Appleton (Fox Cities) MPA will be making decisions on the planning and implementation of federal transportation funds within the communities they represent.

Appleton (Fox Cities) MPO Policy Board Redesignation Process **Frequently Asked Questions**

Q: Is redesignation of the Appleton (Fox Cities) Metropolitan Planning Organization (MPO) Policy Board being mandated by the federal government?

A: Yes. The 2023 Appleton (Fox Cities) Metropolitan Planning Organization Certification Review by Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) states the following (emphasis added):

“ECWRPC needs to redraw the MPO boundaries to include the entire urbanized area. MPO decision-making bodies must then be evaluated on the basis of the new Metropolitan Planning Area (MPA) boundaries to assure compliance with statutory requirements for the Policy Board to represent all major modes of transportation and local governments that combined make up at least 75 percent of the MPA populations. The re-established Policy Board should be convened by September 3, 2024 or in time to act on MPO products for calendar year (CY) 2025, including the Transportation Improvement Program (TIP) and Unified Planning Work Program (UPWP).”

Q: Why is the deadline September 3, 2024 rather than January 1, 2025?

A: East Central staff also asked this question of Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) and were told that the rationale for the September 3, 2024 date is related to the timing of approvals of various Metropolitan Planning Organization program deliverables, such as the Transportation Improvement Program (TIP) and Unified Planning Work Program (UPWP). Approval of these items occurs annually in October for the subsequent calendar year.

Q: What happens if municipalities don't pass a Resolution of Support?

A: While there is no legal requirement for this action, a formal request to the Governor to redesignate the Policy Board is required per 23 USC 134(d)(6). To demonstrate local support and consensus among the local units of government for the new Policy Board structure, a Resolution of Support is strongly encouraged. Should the impacted local units of government not be willing to provide resolutions, thereby preventing redesignation of the Appleton MPO Policy Board by September 3, 2024, federal funding for transportation infrastructure projects within the MPO may be jeopardized.

Q: Can Local Elected Officials assign a designee to the MPO Policy Board?

A: The Code of Federal Regulations outlines the Metropolitan Planning Organization (MPO) Policy Board Structure as follows (emphasis added):

“...each metropolitan planning organization that serves a designated TMA shall consist of:

- (i) **Local elected officials;***
- (ii) **Officials of public agencies that administer or operate major modes of transportation in the metropolitan area, including representation by providers of public transportation; and***
- (iii) **Appropriate State officials.”***

Therefore, a chief elected official of a local unit of government may choose to appoint a designee to serve on the Policy Board, the designee would need to be another local elected official representing that local unit of government.

Q: How frequently will the MPO Policy Board be meeting? Will the meetings be in-person, virtual, or hybrid?

A: There is a significant amount of training and education that will be provided to the new Policy Board members, so they're able to make well-informed decisions on the MPO items requiring approval. In addition, many items requiring Policy Board approval are time-sensitive and/or deadline-driven. Therefore, the standing MPO Policy Board meetings will be scheduled every other month. If there is no business, a meeting may be cancelled. While in-person meetings are preferred, there may be opportunities to have virtual meetings.

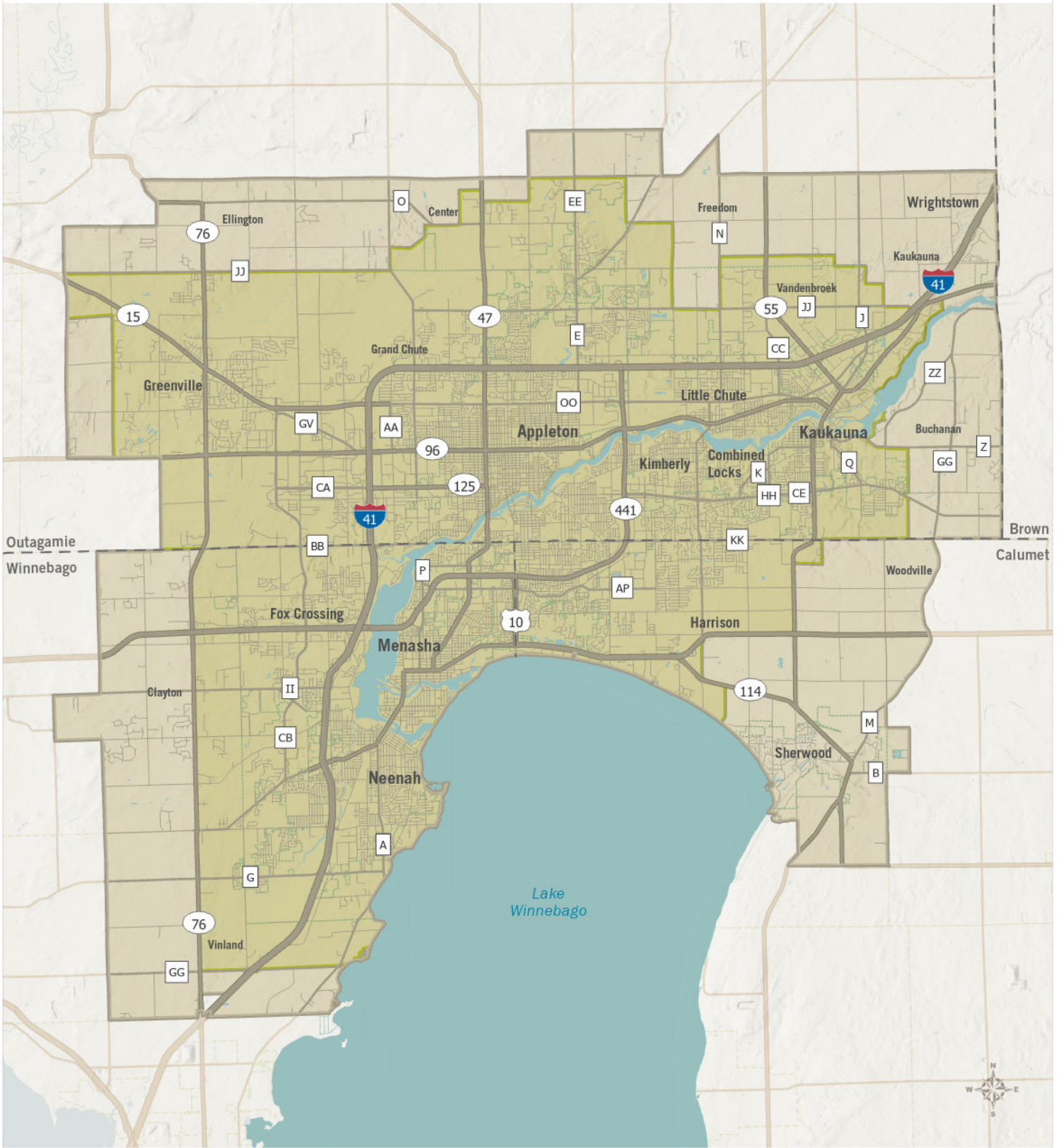
Q: Will municipalities with the Advisory seats on the Policy Board be eligible to apply for MPO-awarded funding?

A: Yes, all communities within the Appleton (Fox Cities) Metropolitan Planning Area (MPA) are eligible for federal funding as long as they meet the specific program requirements.

Q: What is the Technical Advisory Committee's role in relationship to the Policy Board?

A: The Technical Advisory Committee (TAC) consists of professional staff with expertise in the area of Transportation Planning and Implementation which provides recommendations to the Policy Board, which has final decision-making authority.

*Metropolitan Planning Area (MPA) looks to a 20-year growth horizon. The MPA sets the geographical boundary for the Metropolitan Planning Organization (MPO).



- Municipal Boundary
- County Boundary
- Appleton (Fox Cities) Urbanized Area - 2020 Draft
- Appleton (Fox Cities) MPO Planning Area - 2020 Draft



Source:
 MPO boundaries provided by ECWRPC, 2024.
 Base data provided by Counties and ECWRPC, 2024.

This data was created for use by the East Central Wisconsin Regional Planning Commission Geographic Information System. Any other use/application of this information is the responsibility of the user and such use/application is at their own risk. East Central Wisconsin Regional Planning Commission disclaims all liability regarding fitness of the information for any use other than for East Central Wisconsin Regional Planning Commission business.

DRAFT APPLETON (FOX CITIES) METROPOLITAN PLANNING ORGANIZATION

Updated 2/22 with adjusted MPA boundary populations

Member Jurisdiction	2020 Census		Policy Board Structure			
	Population within MPA Boundary	Population %	> 10K = 1 Vote; Addtl. Vote(s) for each 25K pop		> 5K = 1 Vote; Addtl. Vote(s) for each 25K pop	
			Voting	Advisory	Voting	Advisory
City of Appleton	75,913	30%	4		4	
Outagamie - 63,168						
Calumet - 11,304						
Winnebago - 1,441						
City of Neenah	27,319	11%	2		2	
Town of Grand Chute	23,650	9%	1		1	
Village of Fox Crossing	18,974	7%	1		1	
City of Kaukauna	17,094	7%	1		1	
City of Menasha	18,268	7%	1		1	
Winnebago - 15,261						
Calumet - 3,007						
Village of Greenville	12,118	5%	1		1	
Village of Harrison	12,091	5%	1		1	
Village of Little Chute	11,619	5%	1		1	
Village of Kimberly	7,320	3%		1	1	
Town of Buchanan	6,823	3%		1	1	
Town of Neenah	3,702	1%		1		1
Village of Combined Locks	3,634	1%		1		1
Town of Clayton	3,487	1%		1		1
Village of Sherwood	3,271	1%		1		1
Town of Center	1,859	1%		1		1
Town of Vandenberg	1,627	1%		1		1
Town of Freedom	1,353	1%		1		1
Town of Kaukauna	1,020	0%		1		1
Town of Vinland	1,202	0%		1		1
Town of Ellington	945	0%		1		1
Village of Wrightstown	292	0%		1		1
Town of Woodville	149	0%		1		1
MUNICIPALITY TOTALS	253,730	100%	13	14	15	12

			Min. 1 vote; Addtl. Vote(s): 100K, 50%	Min. 1 vote; Addtl. Vote(s): 100K, 50%
Outagamie County	152,522	60%	2	2
Winnebago County	71,386	28%	1	1
Calumet County	29,822	12%	1	1
COUNTY TOTALS	253,730	100%	4	4

REQUIRED MAJOR MODES OF TRANSPORTATION

WISDOT	1		1	
Valley Transit	1		1	
Appleton International Airport	1		1	
MAJOR MODES TOTALS	3	0	3	0

REQUIRED NON-VOTING MEMBERS

FHWA		1		1
FTA		1		1
MPO Director		1		1
GRAND TOTAL POLICY BOARD SEATS	20	17	22	15

% of pop w/direct representation	85.5%		91.1%
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DRAFT AGGLOMERATED APPLETON (FOX CITIES)/OSHKOSH METROPOLITAN PLANNING ORGANIZATION

Updated 2/22 with adjusted MPA boundary populations

Member Jurisdiction	2020 Census		Policy Board Structure			
	Population within MPA Boundary	Population %	> 10K = 1 Vote; Addtl. Vote(s) for each 25K pop		> 5K = 1 Vote; Addtl. Vote(s) for each 25K pop	
			Voting	Advisory	Voting	Advisory
City of Appleton	75,913	23%	4		4	
City of Oshkosh	66,923	20%	3		3	
City of Neenah	27,319	8%	2		2	
Town of Grand Chute	23,650	7%	1		1	
Village of Fox Crossing	18,974	6%	1		1	
City of Kaukauna	17,094	5%	1		1	
City of Menasha	18,268	5%	1		1	
Village of Greenville	12,118	4%	1		1	
Village of Harrison	12,091	4%	1		1	
Village of Little Chute	11,619	3%	1		1	
Village of Kimberly	7,320	2%		1	1	
Town of Buchanan	6,823	2%		1	1	
Town of Algoma	6,761	2%		1	1	
Town of Neenah	3,702	1%		1		1
Village of Combined Locks	3,634	1%		1		1
Town of Clayton	3,487	1%		1		1
Village of Sherwood	3,271	1%		1		1
Town of Oshkosh	1,981	1%		1		1
Town of Center	1,859	1%		1		1
Town of Black Wolf	1,806	1%		1		1
Town of Vandebroek	1,627	0%		1		1
Town of Freedom	1,353	0%		1		1
Town of Omro	1,217	0%		1		1
Town of Kaukauna	1,020	0%		1		1
Town of Vinland	1,202	0%		1		1
Town of Ellington	945	0%		1		1
Town of Nekimi	633	0%		1		1
Village of Wrightstown	292	0%		1		1
Town of Woodville	149	0%		1		1
Town of Utica	47	0%		1		1
Town of Vinland	39	0%		1		1
MUNICIPALITY TOTALS	333,137	100%	16	21	19	18

			Min. 1 vote; Addtl. Vote(s): 100K, 50%		Min. 1 vote; Addtl. Vote(s): 100K, 50%	
Outagamie County	152,522	46%	2		2	
Winnebago County	150,793	45%	2		2	
Calumet County	29,822	9%	1		1	
COUNTY TOTALS	333,137	100%	5	0	5	0

REQUIRED MAJOR MODES OF TRANSPORTATION

WISDOT		1		1	
Valley Transit		1		1	
GO Transit		1		1	
Appleton International Airport		1		1	
MAJOR MODES TOTALS		4	0	4	0

REQUIRED NON-VOTING MEMBERS

FHWA			1		1	
FTA			1		1	
MPO Director			1		1	
GRAND TOTAL POLICY BOARD SEATS			25	24	28	21

% of pop w/direct representation	85%		92%
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APPLETON (FOX CITIES) METROPOLITAN PLANNING ORGANIZATION (MPO)

MPO POLICY BOARD STRUCTURE REDESIGNATION

MAY 6, 2024

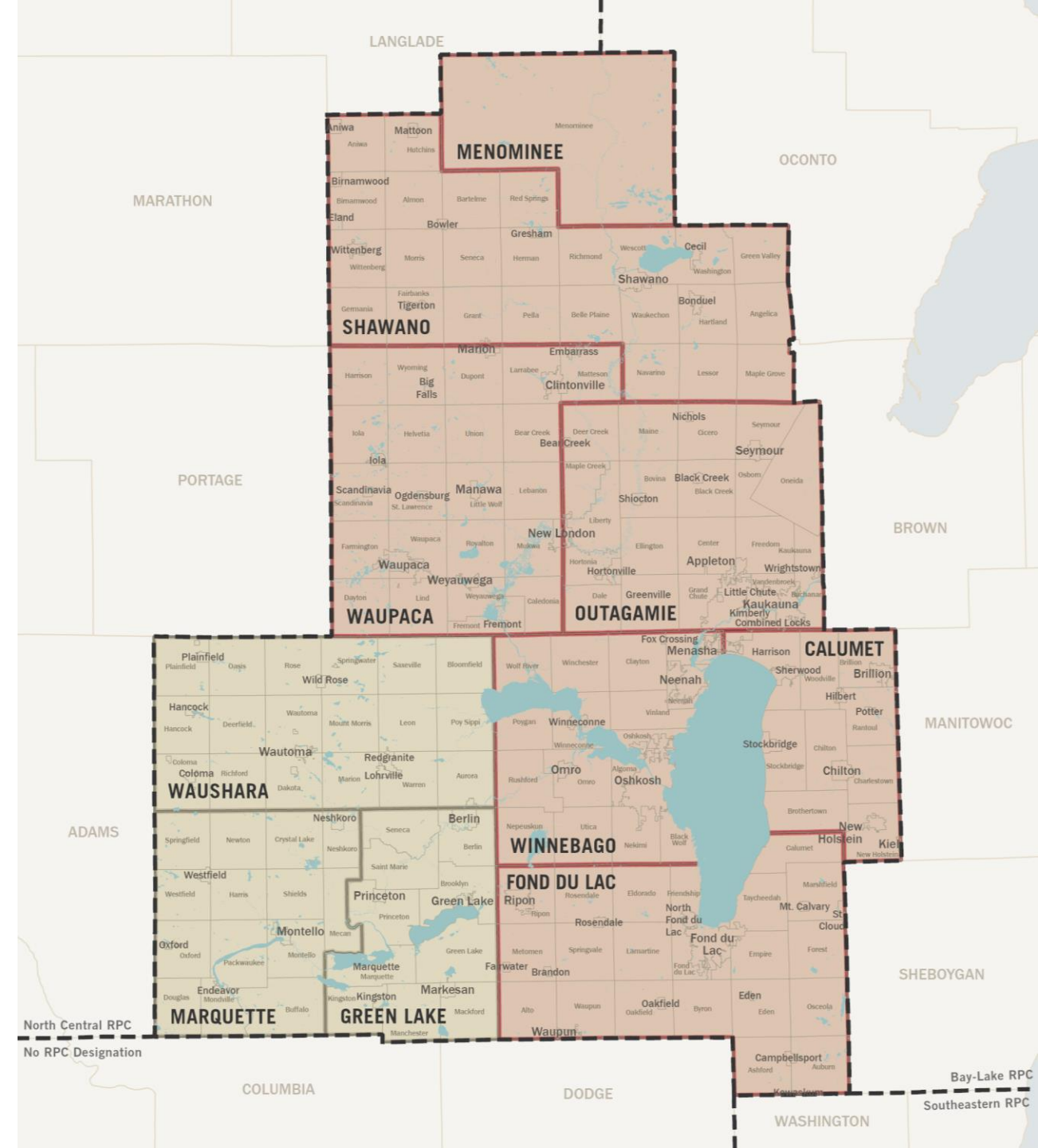
Melissa Kraemer Badtke –

ECWRPC Executive Director/MPO Director



Purpose of the Commission

- ECWRPC was created under State Statute in 1972 (§66.945, now §66.0309)
- The Commission was established to promote intergovernmental cooperation, regional planning, and a vision for the future.
 - The Commission serves as a coordinating organization between federal, state, and local governments in the region.
 - The Commission assists units of government on issues that occur at a regional level.
 - The Commission provides technical assistance, advice, and services directly to individual units of government.





Regional Comprehensive Plan

Core Program



Economic Development Program

Core Program



Water Quality Management Program

Core Program



Transportation Program

Core Program



NR-135 Non-Metallic Reclamation Mining Program

Additional Program



GIS Data Analysis & Visualization

Additional Program



Local Contracts

Additional Program

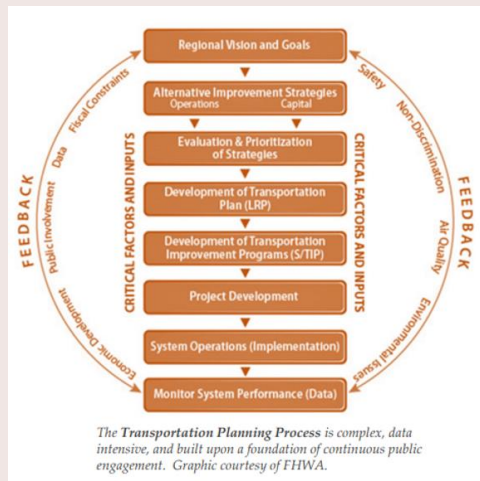
Core Program Areas

Programs of the Commission

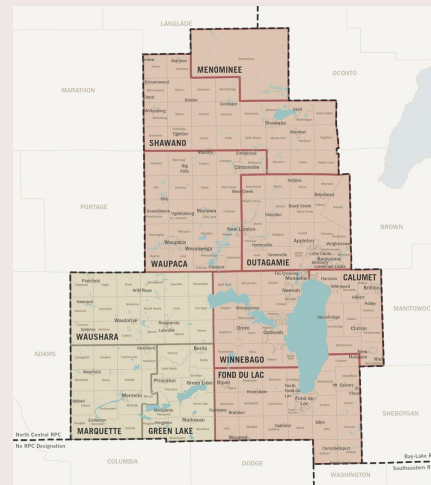
- The Commission is designated as the Economic Development District by the U.S. Economic Development Administration.
- The Commission is recognized by the U.S. Department of Transportation as a Metropolitan Planning Organization for the Appleton (Fox Cities) and Oshkosh MPOs.
- The Commission serves as staff for the Fond du Lac Metropolitan Planning Organization (MPO). The Fond du Lac Metropolitan Planning Organization became designated in 2002.



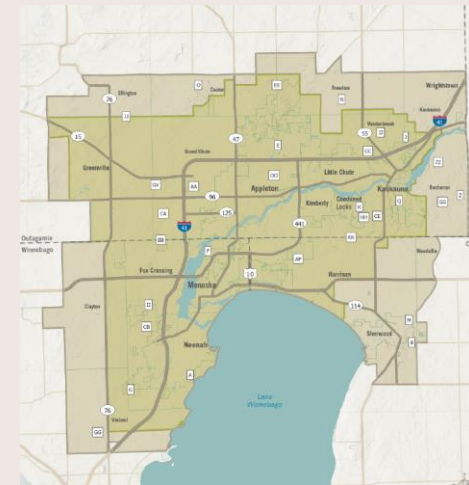
Appleton (Fox Cities) Metropolitan Planning Organization



What is a Metropolitan Planning Organization (MPO)?



Current Appleton (Fox Cities) MPO Policy Board Structure



Redesignation Process of the Appleton (Fox Cities) MPO Policy Board Structure



History of Metropolitan Planning Organizations

- **1956 – Federal Aid Highway Act of 1956 (Eisenhower Act)**
Established the Highway Trust Funds – funds roads and transit
- **1962 – Federal Highway Act of 1962 Section 9 - Required MPOs to be established in urban areas**
Some of the earliest MPOs were established around 1965-66 (e.g. in DC, California and Texas, etc.)
- **Housing and Urban Development Act of 1965 amended the Section 701 Urban Planning Assistance Program**
- **1974 – Appleton (Fox Cities) MPO and Oshkosh MPO were established by Governor Patrick Lucey**
- **2002 – Fond du Lac MPO was established**

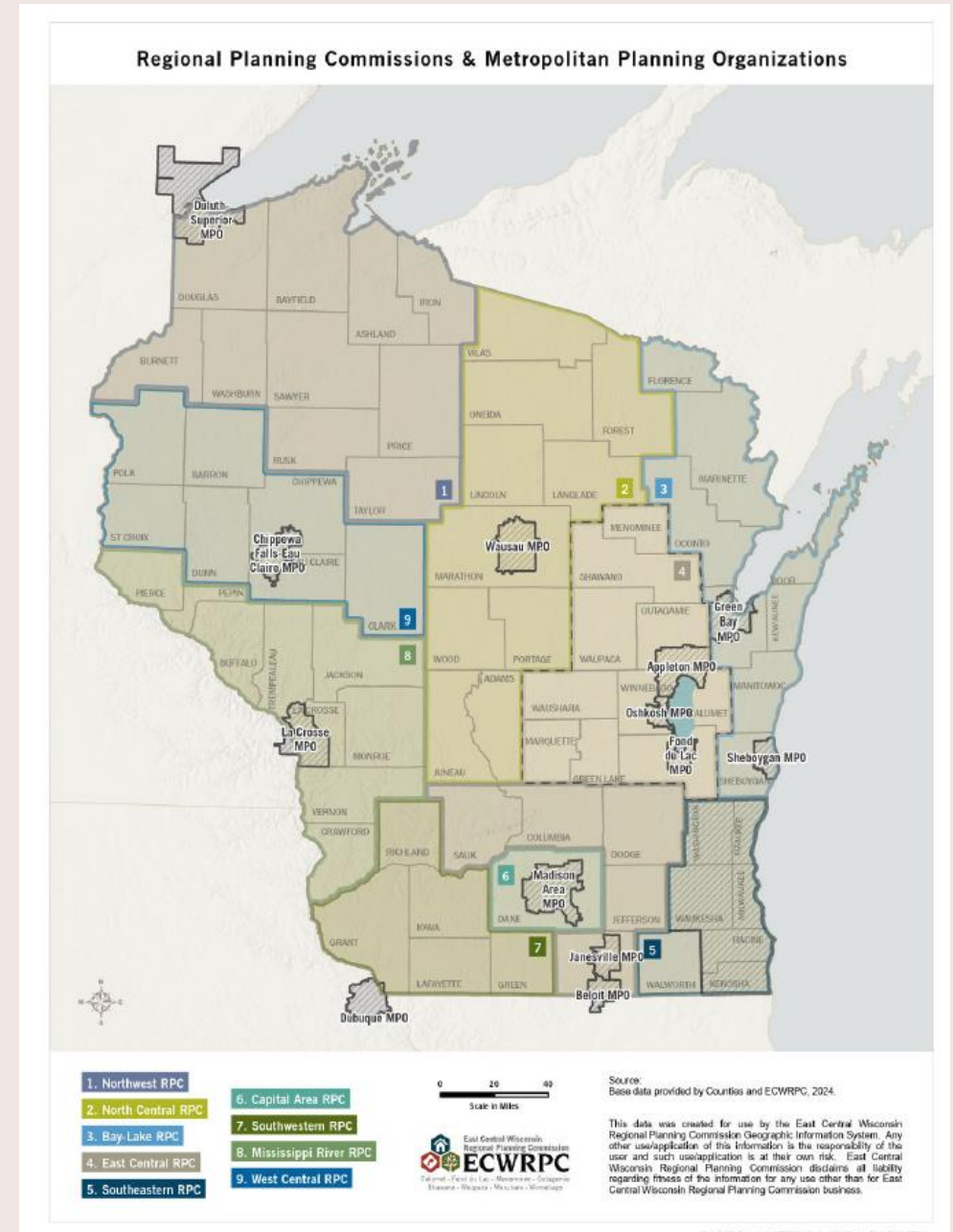


College Avenue and Oneida Street in 1963
Photo provided by the City of Appleton



What is a Metropolitan Planning Organization (MPO)?

- Governed by federal law (23 CFR 450.300)
- Federally mandated, federally funded transportation policy-making organization
- Created to ensure regional cooperation in transportation planning and conducts the 3-C planning process in the region (Continuing, Cooperative, and Comprehensive)
- Designated for each urbanized area with a population of 50,000 – urbanized areas with populations of 200,000 are designated as Transportation Management Areas (TMAs)
- Policy Board consists of representative group of local stakeholders – local government officials, public agencies that operate major modes of transportation, and appropriate state officials

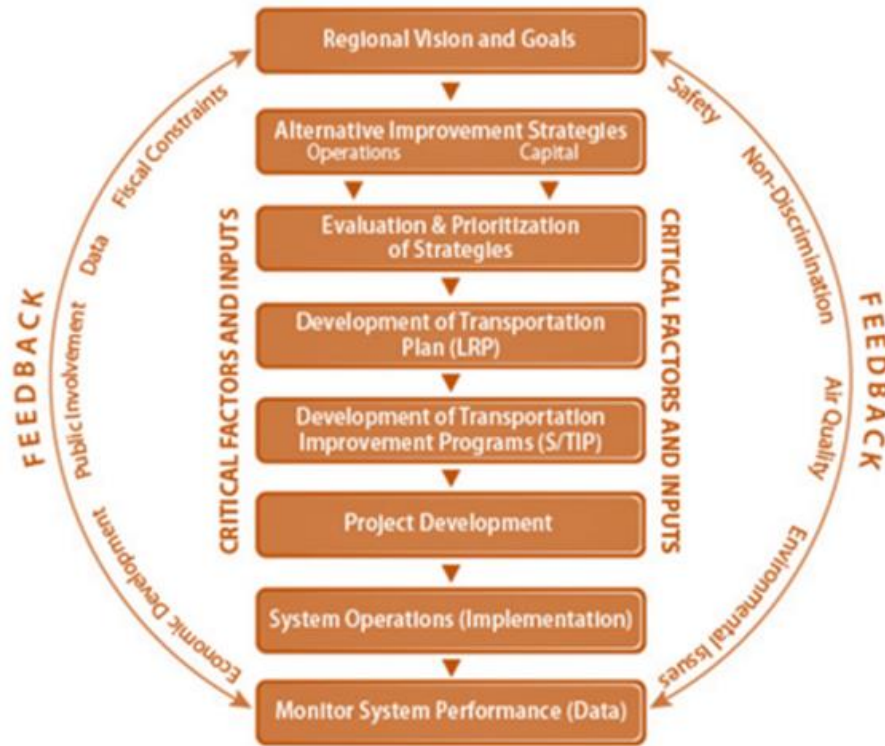


What is a Metropolitan Planning Organization (MPO)?

- Designated by agreement between the Governor and *units of general purpose local government that together represent at least 75% of the affected population* (including the largest incorporated city, based on population, as named by the Bureau of the Census) – (23 CFR 450.310(b))



Core Functions of Metropolitan Planning Organizations

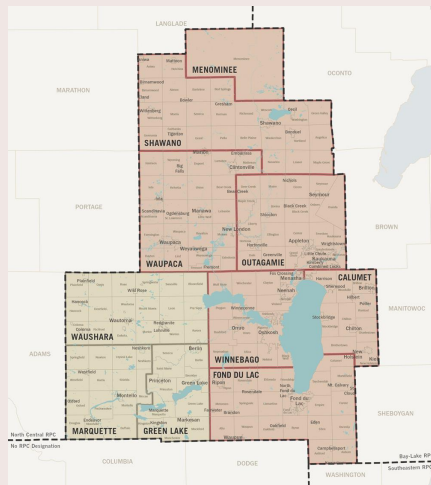


The Transportation Planning Process is complex, data intensive, and built upon a foundation of continuous public engagement. Graphic courtesy of FHWA.

- Public Participation Plan
- Title VI Plan
- Congestion Management Process
- Metropolitan Transportation Plan
- Transportation Improvement Program
- Transportation Investment Programs
 - Surface Transportation Block Grant – Urban Program
 - Transportation Alternatives Set-Aside Program
 - Carbon Reduction Program



Appleton (Fox Cities) Metropolitan Planning Organization



Current Appleton (Fox Cities) MPO Policy Structure

DRAFT APPLETON (FOX CITIES) METROPOLITAN PLANNING ORGANIZATION
Updated 2/22 with adjusted MPA boundary populations

Member Jurisdiction	2020 Census		Policy Board Structure			
	Population within MPA Boundary	Population %	> 10K = 1 Vote; Addit. Vote(s) for each 25K pop		> 5K = 1 Vote; Addit. Vote(s) for each 25K pop	
			Voting	Advisory	Voting	Advisory
City of Appleton	75,513	30%	4		4	
Outagamie - 63,168						
Calumet - 11,304						
Winnebago - 1,441						
City of Neenah	27,319	11%	2		2	
Town of Grand Chute	23,850	9%	1		1	
Village of Fox Crossing	18,974	7%	1		1	
City of Kaukauna	17,094	7%	1		1	
City of Menasha	18,288	7%	1		1	
Winnebago - 15,281						
Calumet - 3,007						
Village of Greenville	12,118	5%	1		1	
Village of Harrison	12,091	5%	1		1	
Village of Little Chute	11,619	5%	1		1	
Village of Kimberly	7,320	3%		1	1	
Town of Buchanan	6,823	3%		1	1	
Town of Neenah	3,702	1%		1	1	
Village of Combined Locks	3,634	1%		1	1	
Town of Clayton	3,487	1%		1	1	
Village of Sherwood	3,271	1%		1	1	
Town of Center	1,859	1%		1	1	
Town of Vandenberg	1,627	1%		1	1	
Town of Freedom	1,353	1%		1	1	
Town of Kaukauna	1,020	0%		1	1	
Town of Vinland	1,202	0%		1	1	
Town of Ellington	945	0%		1	1	
Village of Wrightstown	292	0%		1	1	
Town of Woodville	149	0%		1	1	
MUNICIPALITY TOTALS	253,730	100%	13	14	15	12

What is Redesignation of the Policy Board Structure?



Proposed Appleton (Fox Cities) MPO Policy Board Structure Options

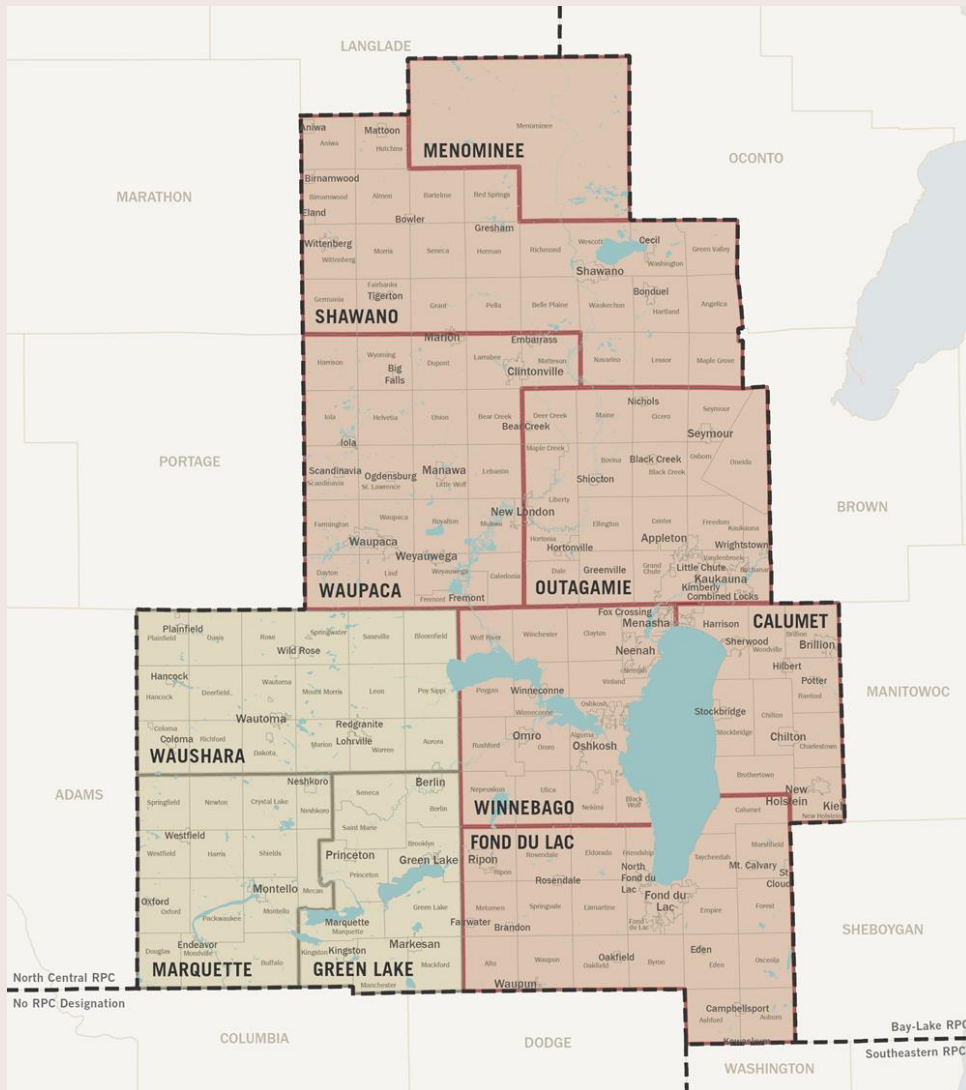
Appleton (Fox Cities) Metropolitan Planning Organization Policy Board Structure

- ECWRPC designated the Appleton (Fox Cities) MPO – January 15, 1974
- Appleton (Fox Cities) designated as a Transportation Management Area (TMA) in 2012, due to population exceeding 200,000
- TMA's have additional requirements for Congestion Management and are subject to quadrennial federal certification review
- **ECWRPC Board** currently serves as MPO Policy Board



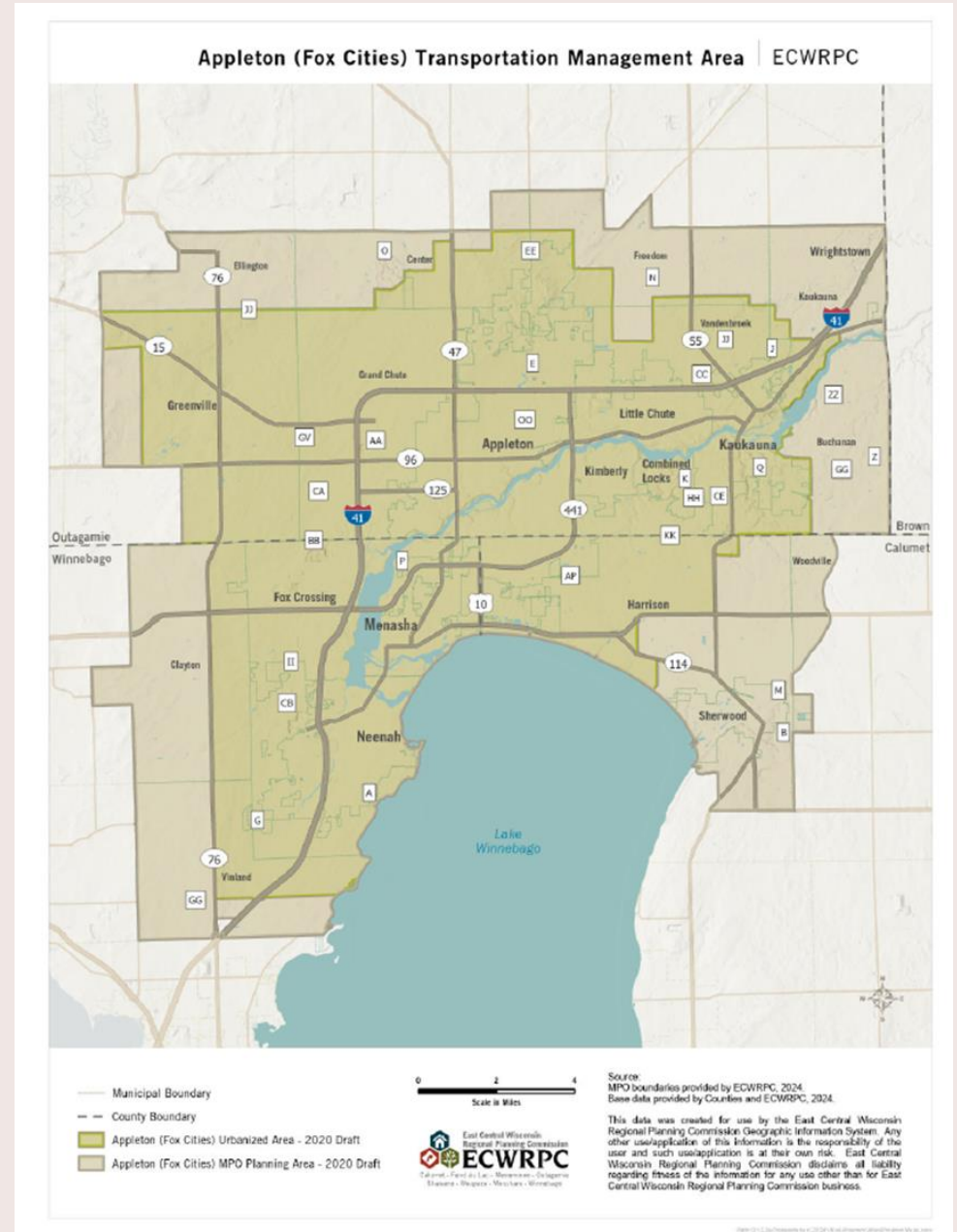
ECWRPC Board & Appleton (Fox Cities) MPO Policy Board

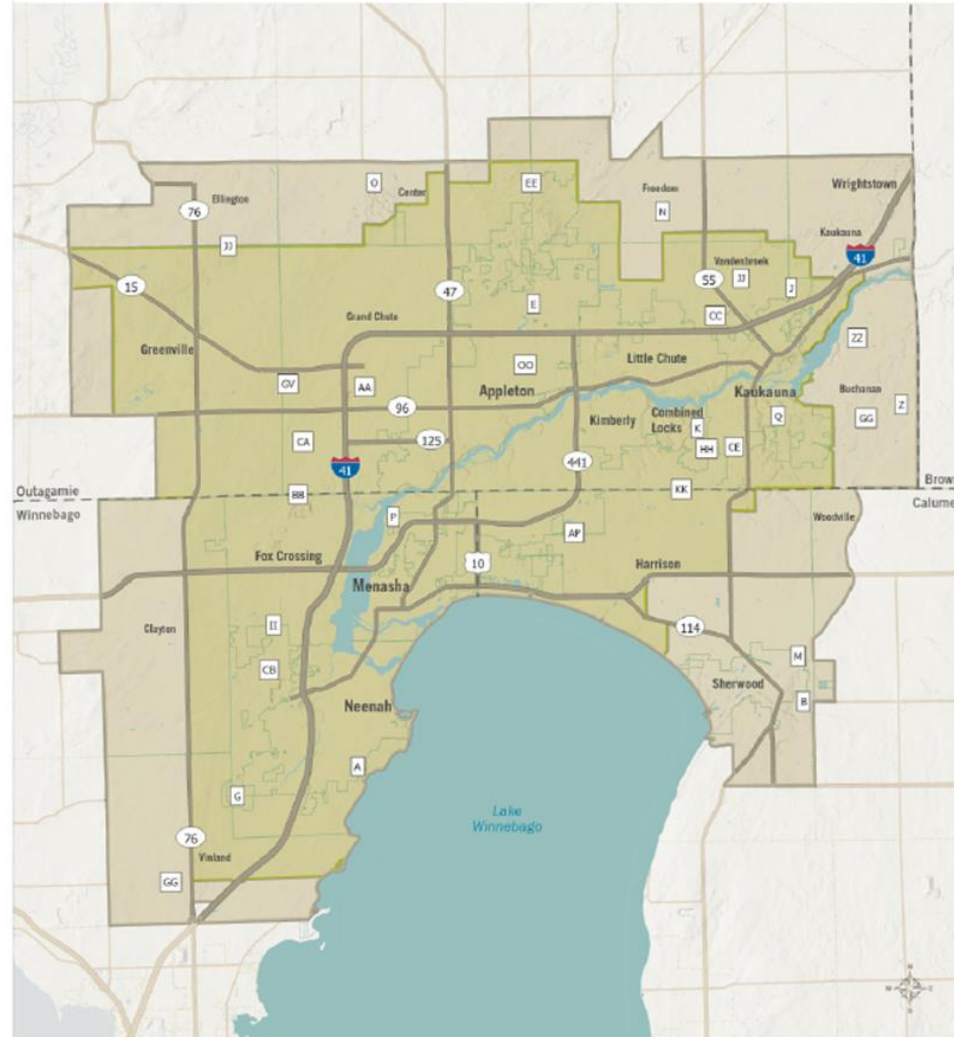
- Elected officials representing member counties and cities in ECWRPC Region
- Identified as inconsistent with federal requirements for MPO Policy Boards (23 CFR 450.310) by ECWRPC, Federal Highway Administration (FHWA), Federal Transit Administration (FTA)
- FHWA & FTA requiring REDESIGNATION of the Appleton (Fox Cities) Policy Board structure by **September 3, 2024**



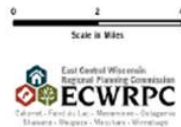
What is Redesignation of the Policy Board Structure?

- Substantial change to the governance of the MPO by agreement between the Governor and *units of general purpose local government that together represent at least 75% of the affected population* (including the largest incorporated city, based on population, as named by the Bureau of the Census)
- New Appleton (Fox Cities) MPO Policy Board must be implemented by **September 3, 2024**, per FHWA/FTA





— Municipal Boundary
- - - County Boundary
■ Appleton (Fox Cities) Urbanized Area - 2020 Draft
■ Appleton (Fox Cities) MPO Planning Area - 2020 Draft



Source:
MPO boundaries provided by ECWRPC, 2024.
Base data provided by Counties and ECWRPC, 2024.

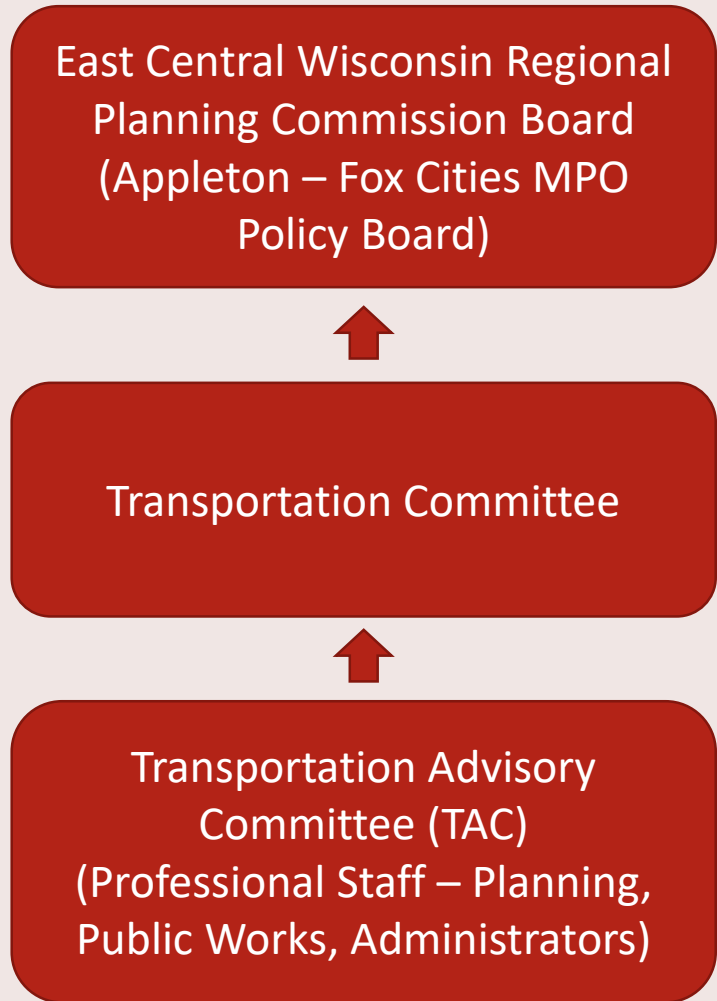
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Benefits of Redesignation

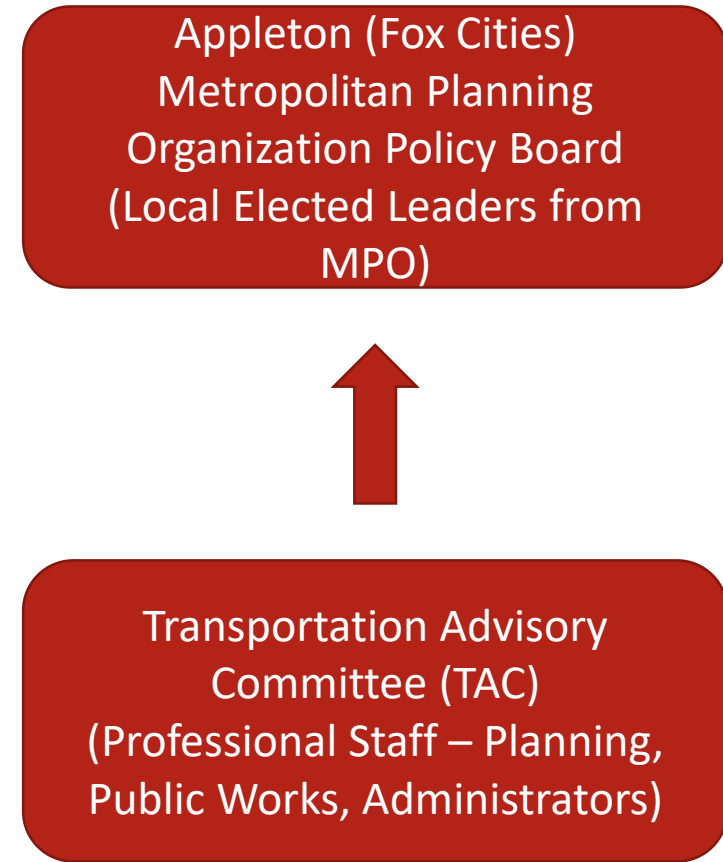
- Ensuring the MPO will be in federal compliance – eliminate risk of jeopardizing federal transportation funding
- Local Elected Officials exclusively from *within* the Metropolitan Planning Area making policy and funding decisions
- Political strength when Fox Cities communities are working together across jurisdictional boundaries to develop the transportation network



Current Appleton (Fox Cities) MPO Policy Board Structure



Proposed new Appleton (Fox Cities) MPO Policy Board Structure



Updated 2/22 with adjusted MPA boundary populations

Proposed Appleton (Fox Cities) MPO Policy Board – 2 Options

- Each City, Village, or Town with a population of 5,000 or 10,000 – 1 voting seat
- Additional voting seats allocated for population threshold of 25,000
- Municipalities with under 5,000 or 10,000 population – 1 advisory seat
- Members must be local elected officials – chief elected officials may appoint, but must be to another elected official of that municipality

Member Jurisdiction	2020 Census		Policy Board Structure			
	Population within MPA Boundary	Population %	> 10K = 1 Vote; Addtl. Vote(s) for each 25K pop		> 5K = 1 Vote; Addtl. Vote(s) for each 25K pop	
			Voting	Advisory	Voting	Advisory
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Winnebago - 1,441						
City of Neenah	27,319	11%	2		2	
Town of Grand Chute	23,650	9%	1		1	
Village of Fox Crossing	18,974	7%	1		1	
City of Kaukauna	17,094	7%	1		1	
City of Menasha	18,268	7%	1		1	
Winnebago - 15,261						
Calumet - 3,007						
Village of Greenville	12,118	5%	1		1	
Village of Harrison	12,091	5%	1		1	
Village of Little Chute	11,619	5%	1		1	
Village of Kimberly	7,320	3%		1	1	
Town of Buchanan	6,823	3%		1	1	
Town of Neenah	3,702	1%		1		1
Village of Combined Locks	3,634	1%		1		1
Town of Clayton	3,487	1%		1		1
Village of Sherwood	3,271	1%		1		1
Town of Center	1,859	1%		1		1
Town of Vandebroek	1,627	1%		1		1
Town of Freedom	1,353	1%		1		1
Town of Kaukauna	1,020	0%		1		1
Town of Vinland	1,202	0%		1		1
Town of Ellington	945	0%		1		1
Village of Wrightstown	292	0%		1		1
Town of Woodville	149	0%		1		1
MUNICIPALITY TOTALS	253,730	100%	13	14	15	12



Proposed Appleton (Fox Cities) MPO Policy Board – 2 Options

- Each County is allocated one voting seat
- Additional voting seats allocated for each increment of 100,000 population or 50% of total MPA population
- Major modes of Transportation – Appleton International Airport added
- Advisory seats for FHWA, FTA, MPO Director

DRAFT APPLETON (FOX CITIES) METROPOLITAN PLANNING ORGANIZATION

			Min. 1 vote; Addtl. Vote(s): 100K or 50%		Min. 1 vote; Addtl. Vote(s): 100K, 50%	
Outagamie County	152,522	60%	2		2	
Winnebago County	71,386	28%	1		1	
Calumet County	29,822	12%	1		1	
COUNTY TOTALS	253,730	100%	4	0	4	0

REQUIRED MAJOR MODES OF TRANSPORTATION

WISDOT	1		1	
Valley Transit	1		1	
Appleton International Airport	1		1	
MAJOR MODES TOTALS	3	0	3	0

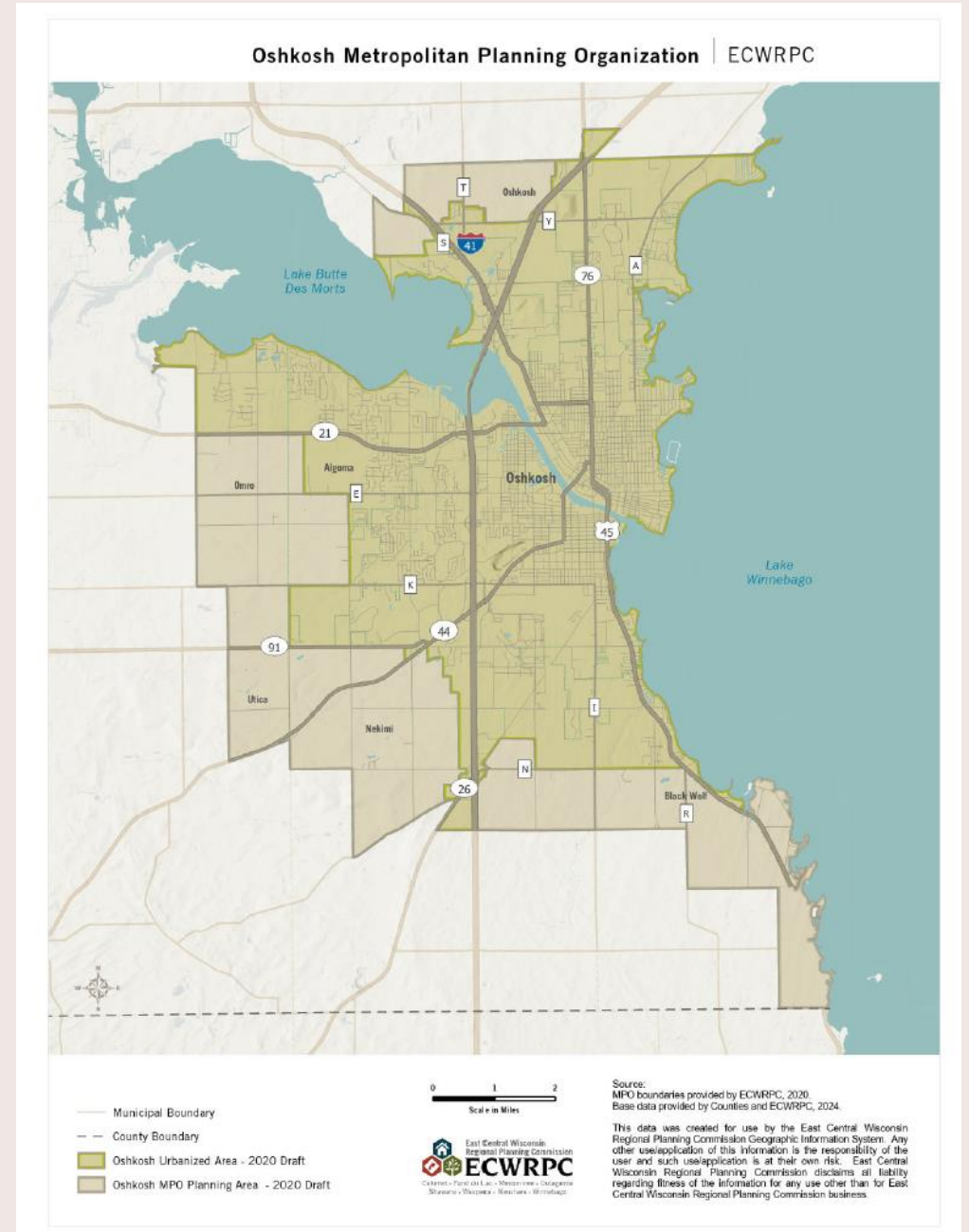
REQUIRED NON-VOTING MEMBERS

FHWA		1		1
FTA		1		1
MPO Director		1		1
GRAND TOTAL POLICY BOARD SEATS	20	17	22	15



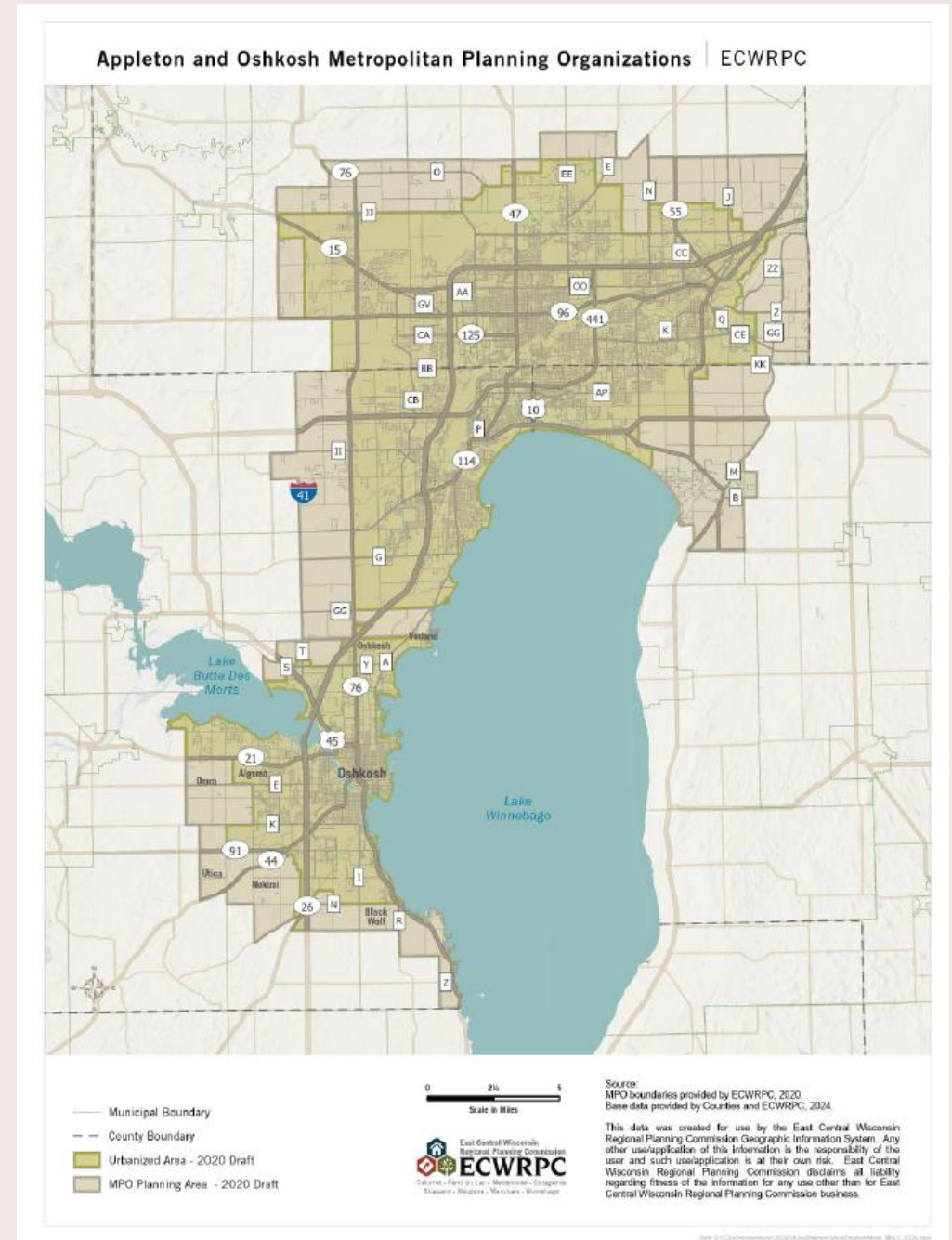
Oshkosh Metropolitan Planning Organization Policy Board Structure

- ECWRPC designated the Oshkosh MPO – January 15, 1974
- Also creating a separate MPO Policy Board
- **ECWRPC Board** currently serves as MPO Policy Board



Possible Agglomeration of the Appleton (Fox Cities) and Oshkosh MPOs

- In 2010, there were conversations that the Appleton (Fox Cities) MPO and the Oshkosh MPO may join together.
- In 2020, the two MPOs did not merge together.
- However, the boundaries for each of these MPOs are very close and in the future they might merge together.



Updated 2/22 with adjusted MPA boundary populations

Possible Agglomeration of Appleton (Fox Cities) MPO/Oshkosh MPO

- Each City, Village, or Town with a population of 5,000 or 10,000 – 1 voting seat
- Additional voting seats allocated for population threshold of 25,000
- Municipalities with under 5,000 or 10,000 population – 1 advisory seat
- Members must be local elected officials – chief elected officials may appoint, but must be to another elected official of that municipality

Member Jurisdiction	2020 Census		Policy Board Structure			
	Population within MPA Boundary	Population %	> 10K = 1 Vote; Addtl. Vote(s) for each 25K pop		> 5K = 1 Vote; Addtl. Vote(s) for each 25K pop	
			Voting	Advisory	Voting	Advisory
City of Appleton	75,913	23%	4		4	
City of Oshkosh	66,923	20%	3		3	
City of Neenah	27,319	8%	2		2	
Town of Grand Chute	23,650	7%	1		1	
Village of Fox Crossing	18,974	6%	1		1	
City of Kaukauna	17,094	5%	1		1	
City of Menasha	18,268	5%	1		1	
Village of Greenville	12,118	4%	1		1	
Village of Harrison	12,091	4%	1		1	
Village of Little Chute	11,619	3%	1		1	
Village of Kimberly	7,320	2%		1	1	
Town of Buchanan	6,823	2%		1	1	
Town of Algoma	6,761	2%		1	1	
Town of Neenah	3,702	1%		1		1
Village of Combined Locks	3,634	1%		1		1
Town of Clayton	3,487	1%		1		1
Village of Sherwood	3,271	1%		1		1
Town of Oshkosh	1,981	1%		1		1
Town of Center	1,859	1%		1		1
Town of Black Wolf	1,806	1%		1		1
Town of Vandebroek	1,627	0%		1		1
Town of Freedom	1,353	0%		1		1
Town of Omro	1,217	0%		1		1
Town of Kaukauna	1,020	0%		1		1
Town of Vinland	1,202	0%		1		1
Town of Ellington	945	0%		1		1
Town of Nekimi	633	0%		1		1
Village of Wrightstown	292	0%		1		1
Town of Woodville	149	0%		1		1
Town of Utica	47	0%		1		1
Town of Vinland	39	0%		1		1
MUNICIPALITY TOTALS	333,137	100%	16	21	19	18



Possible Agglomeration of Appleton (Fox Cities) MPO/Oshkosh MPO

- Each County is allocated one voting seat
- Additional voting seats allocated for each increment of 100,000 population or 50% of total MPA population
- Major modes of Transportation – Appleton International Airport added
- Advisory seats for FHWA, FTA, MPO Director

DRAFT AGGLOMERATED APPLETON (FOX CITIES)/OSHKOSH METROPOLITAN PLANNING ORGANIZATION

			Min. 1 vote; Addtl. Vote(s): 100K or 50%		Min. 1 vote; Addtl. Vote(s): 100K, 50%	
Outagamie County	152,522	46%	2		2	
Winnebago County	150,793	45%	2		2	
Calumet County	29,822	9%	1		1	
COUNTY TOTALS	333,137	100%	5	0	5	0

REQUIRED MAJOR MODES OF TRANSPORTATION

WISDOT	1		1	
Valley Transit	1		1	
GO Transit	1		1	
Appleton International Airport	1		1	
MAJOR MODES TOTALS	4	0	4	0

REQUIRED NON-VOTING MEMBERS

FHWA		1		1
FTA		1		1
MPO Director		1		1
GRAND TOTAL POLICY BOARD SEATS	25	24	28	21

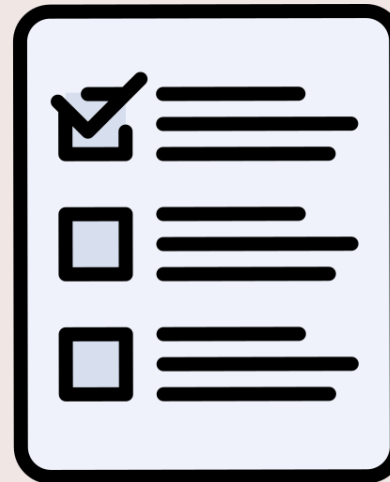
% of pop w/direct representation	85%		92%
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Appleton (Fox Cities) Metropolitan Planning Organization Redesignation Process



*Appleton (Fox Cities)
MPO Redesignation
Process*



Next Steps

Appleton (Fox Cities) MPO Redesignation Process

- **March 28th, 2024:** ECWRPC Board Passed Resolution 22-24
- **May - June, 2024:** Local Units of Government approve Resolutions of Support
- **Late July, 2024:** Commission Board Action will approve a resolution in support of the new Appleton (Fox Cities) MPO Policy Board
- **Late July-early August:** Formal request to Governor for Redesignation
- **August, 2024:** Policy Board Orientation
- **August/September, 2024:** Redesignation Agreement approved by the Governor and local communities (23 CFR 450.314)
- New MPO Policy Board convenes – no later than **September 3, 2024**

RESOLUTION NO. 22-24

AUTHORIZING THE EXECUTIVE DIRECTOR AND EAST CENTRAL STAFF TO ENGAGE COMMUNITIES AND PARTNER ORGANIZATIONS IN THE PROCESS OF REDESIGNATION OF THE APPLETON (FOX CITIES) MPO POLICY BOARD STRUCTURE

WHEREAS, the Federal Aid Highway Act of 1962 requires a continuing, comprehensive transportation planning process carried out cooperatively by the State and local communities of each urban area of more than 50,000 population in order to qualify transportation projects for federal aid, and;

WHEREAS, East Central WI Regional Planning Commission (ECWRPC) was designated as the Appleton (Fox Cities) Metropolitan Planning Organization (MPO) by Wisconsin's Governor Lucey in January 15, 1974, and;

WHEREAS, due to a population in excess of 200,000 in the 2010 U.S. Census Bureau, the Appleton (Fox Cities) Metropolitan Planning Organization was designated as a Transportation Management Area (TMA) in 2012, and;

WHEREAS, the ECWRPC Board, consisting of elected and appointed officials from East Central's ten county region, has served as the Policy Board for the Appleton (Fox Cities) MPO, and;

WHEREAS, the East Central Wisconsin Regional Commission Board approve a reorganization plan on April 24, 2020, which identified a need for a separate policy board for the Appleton (Fox Cities) Metropolitan Planning Organization, and;

WHEREAS, the Appleton (Fox Cities) Urban Area was posted on the federal register in January, 2023 and the Appleton (Fox Cities) MPO and the Oshkosh MPO did not agglomerate, and;

WHEREAS, a change to the Appleton (Fox Cities) MPO Policy Board structure was identified as necessary by ECWRPC, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) to ensure that local elected officials representing 75% of the affected population serve on the MPO Policy Board, consistent with federal requirements as outlined in 23 CFR 450.310, and;

WHEREAS, a new Appleton (Fox Cities) MPO Policy Board structure must be developed by ECWRPC staff, in close coordination with FHWA, FTA, the Wisconsin Department of Transportation (WisDOT), and local impacted communities within the Appleton (Fox Cities) Metropolitan Planning Area (MPA), and;

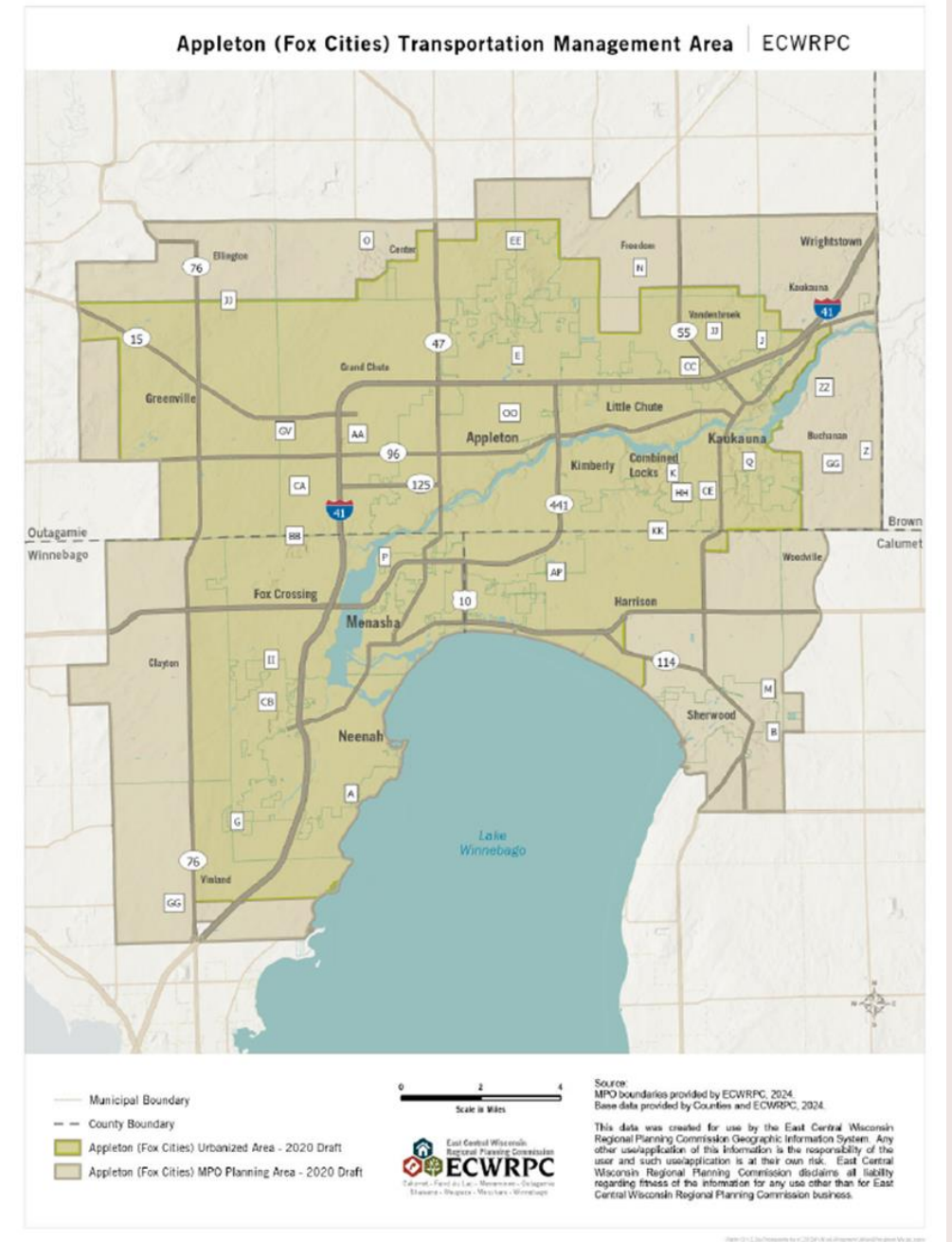
WHEREAS, the main functions of the new Appleton (Fox Cities) MPO Policy Board shall be to provide policy guidance throughout the transportation planning process, approve the Metropolitan Transportation Plan (MTP), Congestion Management Process, Transportation Improvement Program (TIP), the Unified Planning Work Program (UPWP), and promote the implementation of the TIP and UPWP, and;

WHEREAS, support and approval of each governing body of the municipalities and counties located within the Appleton (Fox Cities) Metropolitan Planning Area is needed to formally request that the Governor redesignate the structure of the Appleton (Fox Cities) MPO Policy Board, so;



Next Steps

- Local communities to consider a resolution of support
- Finalizing the redesignation agreement with the Wisconsin Department of Transportation and the Governor's Office
- Schedule the orientation meeting for the Policy Board
- Develop draft meeting schedule beginning in September, 2024





QUESTIONS



Contact Information

- Melissa Kraemer Badtke, Executive Director
 - mbadtke@ecwrpc.org
 - 920-751-4770 ext. 6828
- Craig Moser, Deputy Director
 - cmoser@ecwrpc.org
 - 920-751-4770 ext. 6827



**CITY OF NEENAH
FINANCE AND PERSONNEL COMMITTEE MEETING
Monday, June 10, 2024 at 5:30 pm
Hauser Room, Neenah City Administration Building
211 Walnut Street, Neenah, Wisconsin**

MINUTES

The meeting was called to order by Chairman Erickson at 5:30 pm.

Present: Chairman Erickson; Vice-Chair Boyette, Council President Borchardt, and Alderman Ellis; Director of Finance Rasmussen, and City Clerk Nagel.

Also present: Mayor Lang, Interim City Attorney Walsh, Alderman Lendrum, Alderman Pollnow Jr., Assistant Police Chief Bernice, Human Resources Director Fairchild, Deputy Director of Community Development Schmidt, Baird Managing Director Viegut.

Absent/Excused: Alderman Steiner.

1. Public Appearances:

Mayor Lang introduced Interim City Attorney Walsh.

2. Minutes: Motion/Second/Carried Ellis/Borchardt to approve the minutes from the June 5, 2024 Special meeting as written. All voting aye.

3. Background Process Overview (Attachments) (Fairchild)

Requested at the last meeting, Director Fairchild gave an overview of the background check process of various positions. Director Fairchild went through her memo and packet information with the Committee and answered any questions. No action was taken.

4. Development Agreement Amendment – First Addition to Freedom Acres Subdivision (Attachments) (Schmidt)

Motion/Second/Carried Ellis/Borchardt to recommend Council approve the Amendment to the First Addition to Freedom Acres Subdivision Development Agreement. All voting aye.

Discussion: Deputy Director Schmidt presented the memo to the committee. Essentially the amendment is to add a 3% administration fee at the time of building permit issuance for administrative expenditures, to include credit card and e-check fees. All development agreements moving forward will include similar language regarding administrative fees.

5. Development and Fee Agreement – Third Addition to The Homes at Freedom Meadows Subdivision (Attachments) (Schmidt)

Motion/Second/Carried Borchardt/Ellis to recommend Council approve the Third Addition to The Homes at Freedom Meadows Subdivision Development and Fee Agreement. All voting aye

Discussion: Deputy Director Schmidt went through the memo and packet information with the Committee and answered any questions.

Info. Only

Report

Report

The proposed plat is located west of Woodenshoe Road and includes 27 single-family residential lots. The land is zoned R-1, Single-Family Residence District. This subdivision is the fourth of five phases of the Homes at Freedom Meadows subdivision.

Report

6. **Review 2024 Baird Financing Plan and Consideration of Resolution 2024-08 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$11,170,000 General Obligation Promissory Notes, Series 2024A (Attachments) (Rasmussen)**

Motion/Second/Carried Borchardt/Ellis recommend Council approve Resolution 2024-08 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$11,170,000 General Obligation Promissory Notes, Series 2024A. All voting aye.

Discussion: Baird Managing Director Viegut explained there are two borrowing resolutions before the committee due to tax purposes. Resolution 2024-08 is for the non-taxable borrowing, whereas Resolution 2024-09 is a taxable borrowing due to the nature of TIF expenditures.

Director Viegut went through the presentation with the committee. The presentation provided information on both resolutions. Director Viegut answered any questions of committee members.

Report

7. **Review 2024 Baird Financing Plan and Consideration of Resolution 2024-09 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$1,100,000 Taxable General Obligation Promissory Notes, Series 2024B (Attachments) (Rasmussen)**

Motion/Second/Carried Borchardt/Ellis recommend Council approve Resolution 2024-09 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$1,100,000 Taxable General Obligation Promissory Notes, Series 2024B. All voting aye.

Info. Only

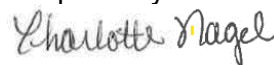
8. **Fiscal Matters: April 2024 Vouchers (Attachments) (Rasmussen)**

Motion/Second/Carried Borchardt/Boyette to accept and place on file the April 2024 Vouchers.

3. **Adjournment**

Motion/Second/Carried Borchardt/Ellis to adjourn the meeting 6:07 pm. All voting aye.

Respectfully submitted,



Charlotte Nagel
City Clerk



M E M O R A N D U M

DATE: June 10, 2024
TO: Chairperson Erickson and Members of Finance and Personnel Committee
FROM: Brad Schmidt, AICP, Deputy Director of Community Development
RE: Development Agreement Amendment– First Addition to Freedom Acres Subdivision

The Common Council approved a Development and Fee Agreement for the 1st Addition to Freedom Acres Subdivision on March 5, 2024. Within the development agreement, the developer has the option to defer development fees on a per lot basis to the date the lot sells (collected at closing) or the fee can be added to the cost of a building permit. The developer chose to defer \$2,146.13 per lot which is ultimately added to the cost of the building permit.

Unlike the City's Building Permit fees, costs and fees associated with subdivision development agreements do not include administrative costs built into the fee structure, including credit card fees which are nearly 3%. The primary payment method for building permits is done by credit card.

The proposed amendment to this development agreement adds language that would impose a 3% administrative fee for any development fee that is collected at time the building permit is paid for. All development agreements moving forward will include similar language regarding administrative fees.

An appropriate action at this time is to recommend Common Council approve the Amendment to the First Addition to Freedom Acres Subdivision Development Agreement.

DOCUMENT NUMBER

**AMENDMENT TO DEVELOPMENT AND FEE AGREEMENT
CITY OF NEENAH TO VAN SISTINE HOMES, LLC**

THIS SPACE RESERVED FOR RECORDING DATA

This Amendment to the Development and Fee Agreement for the 1st Addition to Freedom Acres Subdivision (“Amendment”) entered into this ____ day of June, 2024 by and between the City of Neenah, a Wisconsin municipal corporation (“City”) and Van Sistine Homes, LLC, (“Developer”) for the property legally described below:

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 as 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.

WITNESSETH

WHEREAS, City and Developer entered into a Development and Fee Agreement on January 19, 2024 (“Development Agreement”); and,

WHEREAS, the Development Agreement was recorded as Document Number 1918978 on March 5, 2024 in the Winnebago County Register of Deeds office, and,

WHEREAS, Developer is in the process of developing a subdivision referred to in the Agreement as “1st Addition of Freedom Acres”; and,

WHEREAS, the Development and Fee Agreement includes a list of development fees which can be deferred on a per lot basis to being collected at lot closing or at time a building permit is applied for; and,

WHEREAS, the developer choose to defer some of the development fees to be collected at the time a building permit is applied for; and,

WHEREAS, additional administrative costs including the payment of credit card fees are currently the responsibility of the City when development fees are collected at the time a building permit is applied for; and,

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

Recording Area

Return to:

Jim Walsh, Interim City Attorney
City of Neenah, PO Box 426
Neenah, WI 54957-0426

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

1. **MODIFICATION OF TERMS.** The parties agree to the modifications to the Agreement submitted by the City adding the following language which is bolded and underlined below:

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. **A three (3) percent administrative fee will be added to development fees collected when 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.

IN WITNESS WHEREOF, the parties hereto accept the terms of this Amendment as of the date stated above.

<p>If to the City:</p> <p>Director of Public Works City of Neenah 211 Walnut Street Neenah, WI 54956</p> <p>Dated this ____ day of _____, 2024.</p>	<p>If to Developer:</p> <p>Van Sistine Homes, LLC Attn: Richard Van Sistine III 203 W Wisconsin Suite 202 Neenah, WI 54956</p>
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M E M O R A N D U M

DATE: June 10, 2024
TO: Chairperson Erickson and Members of Finance and Personnel Committee
FROM: Brad Schmidt, AICP, Deputy Director of Community Development
RE: Development and Fee Agreement – Third Addition to 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 Third Addition to The Homes at Freedom Meadows 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 27 single-family residential lots located west of Woodenshoe Road. The land is zoned R-1, Single-Family Residence District. This subdivision is the fourth phase of the Homes at Freedom Meadows subdivision.

The Developer is responsible for installing public utilities (water, sanitary sewer, and storm water). The City will inspect the installation of those utilities prior to accepting them as public. Additional costs are held in an escrow account including future sidewalk along Valor Place, Founders Street and Liberty Avenue.

Upon approval of the proposed development agreement, the Developer will purchase, from the City, the land for **\$79,814.71**.

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) - **\$10,126.20**
- Oversized Sanitary Sewer Fee (\$1000/acre) - **\$10,126.20**
- Street Trees (\$200/lot) – **\$5,400**
- Storm water Management Fee (\$200+\$75/lot) - **\$2,225**
- Oversized Water Main Fee (\$2,240.95/acre) - **\$22,692.31**
- Inspection Fees (Billed to Developer) – Water Inspection (**\$5,100**) and DPW Inspection (**\$2,500**)
- Storm Water Pond Construction (Reimbursement to City) **\$36,389.82**

An appropriate action at this time is to recommend Common Council approve the Third Addition to The Homes at Freedom Meadows Subdivision Development and Fee 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 the Northwest 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin, containing 441,099 Square Feet (10.1262 Ac) of land described as follows:

Commencing at the East 1/4 corner of Section 01, Township 19 North, Range 16 East; thence, along the North line of said Section 01, S88°52'57"W, 1568.26 feet to Northwest corner of Outlot 6 of 2nd Addition to The Homes at Freedom Meadows, said point also being the point of beginning; thence, along the West line of said Outlot 6 and the extension thereof, S01°07'03"E, 377.95 feet to the South right of way line of Valor Place as currently platted; thence, along said South right of way line, N89°06'34"E, 192.60 feet to a point on a Westerly line of 2nd Addition to The Homes at Freedom Meadows; thence, along said Westerly line, S00°53'26"E, 50.00 feet to a bend point on said Westerly line; thence, continuing along said Westerly line, S24°42'39"W, 673.64 feet to the Northerly line of lands annexed by City of Neenah in Document No 1912110; thence, along said Northerly line, 79.43 feet along the arc of a curve to the right with a radius of 270.00 feet and a chord of 79.15 feet which bears N73°51'52"W; thence, continuing along said Northerly line, N65°26'10"W, 163.11 feet; thence, continuing along said Northerly line, 78.37 feet along the arc of a curve to the left with a radius of 180.00 feet and a chord of 77.75 feet which bears N77°54'33"W; thence, continuing along said Northerly line, S89°37'05"W, 49.59 feet; thence, N04°11'17"E, 745.71 feet; thence, N01°07'03"W, 179.98 feet to said North line of the Southeast 1/4; thence, along said North line, N88°52'57"E, 380.00 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.: 8-11-4000-00-06

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 "Third Addition to 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 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 Homes at Freedom Meadows (Outlot 2 in the First Addition to the Homes at Freedom Meadows). 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 V 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 (Third Addition to The Homes at Freedom Meadows) which accounts for 10.13 acres at a price of \$7,882/acre for a total sales price of \$79,814.71. 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
- Valor Place

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:

- removing 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;
- placing 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;
- providing any City mandated dust control.

If during the time prior to the City accepting maintenance responsibility, the Developer fails to maintain the gravel streets in a manner acceptable to the City, the City shall, after a 48-hour notice to the Developer, perform the required maintenance on the gravel street and bill all costs for this maintenance work to the Developer.

Two-Inch Asphalt Mat. The Developer shall pay the full cost of placing a two-inch asphalt mat on identified 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 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 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](#). The Developer shall include language in their lot sale contracts requiring construction of public sidewalk to be done by the lot owner in conjunction with

home construction. Said terms shall apply to all successors to lot ownership. As sidewalk is built, the Developer shall receive the proportionate share of the escrow. Any gaps in the sidewalk shall be filled by the City at time of final street construction using funds remaining in the escrow.

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. **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 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.
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 \$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](#)).
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 \$2,225 for plan review and an estimated \$7,600 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 to any public or private property 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 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 **\$122,390.00**. The escrow amount is based on the sums 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. A three (3) percent administrative fee will be added to fees collected at time of a building permit. 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, 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.
27. **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.
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, remaining provisions contained herein.
29. **Modification.** This agreement may not be modified or amended, except in writing, with the written approval 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
203 W Wisconsin Avenue
Neenah, WI 54956

Dated this ____ day of _____, 2024.

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 _____, 2024.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

David Rashid
Title: Member State Bar of Wisconsin

Personally came before me this _____ day of _____, 2024 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.

THIS INSTRUMENT DRAFTED BY:

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

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

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

Exhibit 1

Third Addition to The Homes at Freedom Meadows Plat Map

3rd Addition to The Homes at Freedom Meadows

Part of the Northwest 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East,
City of Neenah, Winnebago County, Wisconsin

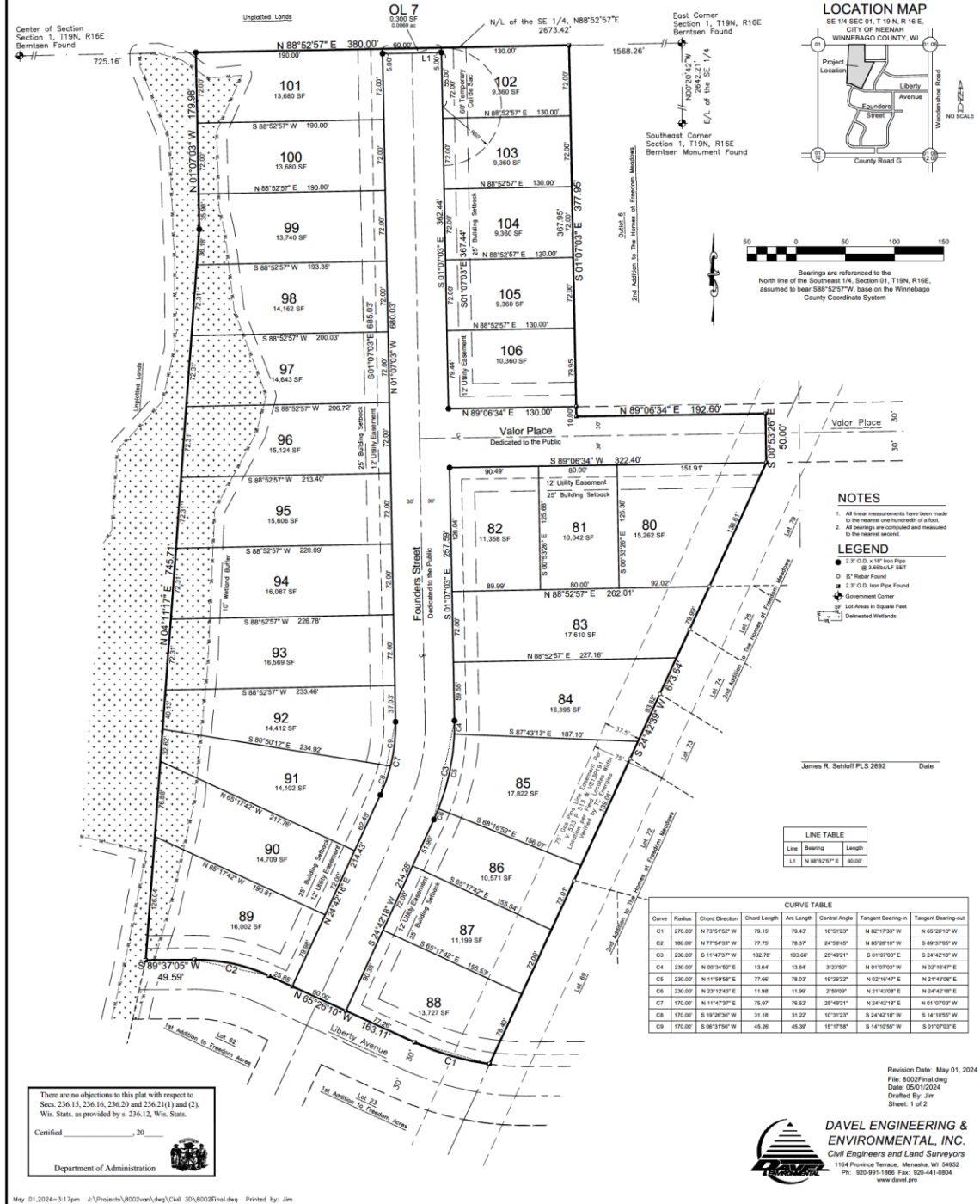


Exhibit 1 (continued)

Third Addition to The Homes at Freedom Meadows Plat Map

3rd Addition to The Homes at Freedom Meadows

Part of the Northwest 1/4 of the Southeast 1/4 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, divided and mapped 3rd Addition to The Homes at Freedom Meadows; that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is part of the Northwest 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin, containing 441,099 Square Feet (10.1262 Ac.) of land described as follows:

Commencing at the East 1/4 corner of Section 01, Township 19 North, Range 16 East; thence, along the North line of said Section 01, S88°52'57"W, 1569.26 feet to Northwest corner of Doud 6 of 2nd Addition to The Homes at Freedom Meadows; said point also being the point of beginning; thence, along the West line of said Doud 6 and the extension thereof, S01°10'03"E, 377.95 feet to the South right of way line of Valor Place as currently platted; thence, along said South right of way line, N89°06'24"E, 192.60 feet to a point on a Westerly line of 2nd Addition to The Homes at Freedom Meadows; thence, along said Westerly line, S00°32'28"E, 50.00 feet to a bend point on said Westerly line; thence, continuing along said Westerly line, S24°42'39"W, 873.84 feet to the Northerly line of lands annexed by City of Neenah in Document No 1912110; thence, along said Northerly line, 78.43 feet along the arc of a curve to the right with a radius of 270.00 feet and a chord of 78.15 feet which bears N73°51'52"W, thence, continuing along said Northerly line, N60°29'10"W, 163.11 feet; thence, continuing along said Northerly line, 78.37 feet along the arc of a curve to the left with a radius of 160.00 feet and a chord of 77.75 feet which bears N77°54'33"W, thence, continuing along said Northerly line, S89°37'00"W, 48.59 feet; thence, N04°11'17"E, 745.71 feet; thence, N01°10'03"W, 179.88 feet to said North line of the Southeast 1/4; thence, along said North line, N88°52'57"E, 380.00 feet to the point of beginning.

Given under my hand this _____ day of _____, 20____.

James R. Sehoff, Wisconsin Professional Land Surveyor No. S-2692

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
Wisconsin Public Service Corporation, LLC, Wisconsin corporations, Grantee,
SBC Wisconsin, Grantee,
TDS Metroom, 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 roots 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 roots 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 _____ Date _____

Richard C. Van Sistine III, Managing Member _____ Date _____

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

Certified _____, 20____

Department of Administration 



May 01, 2024 4:41:09pm J:\Projects\8002\van\4eq\Cd4_3D\8002\Final.dwg Printed by: Jim

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

herunto 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, 3rd Addition to The Homes at Freedom Meadows, 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

3rd Addition to The Homes at Freedom Meadows 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 Treasurers of the City of Neenah and Winnebago County, do hereby certify that in accordance with the records in our office, there are no unredeemed 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. _____	8114000006

Revision Date: May 01, 2024
File: 8002\Final.dwg
Date: 05/01/2024
Drafted By: Jim
Sheet: 2 of 2

Exhibit 2
Third Addition to The Homes at Freedom Meadows

Fee Schedule

Total Developable Acres = 10.1262
Total Lots = 27

1. Subdivision Fee: \$1,000/acre x 10.1262	\$10,126.20
2. Oversized sanitary sewer interceptor fee: \$1,000/acre x 10.1262	\$10,126.20
3. Storm water management, erosion control, plan review and inspection fee: \$200 + \$75/lot	\$2,225.00
<hr/>	
Total Fees Due Upon Billing	\$22,477.40
Land Sale: \$7,882/acre x 10.1262	\$79,814.71
Due to City prior to signing Final Plat	\$79,814.71

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

1.	Acreage		
	Total Developable Acres		10.1262
2.	Storm/Infrastructure Construction Costs		
	Total Private (Developer) Costs (estimated)		\$35,372.00
	Total Public Costs (estimated)		\$89,526.46
	Total Construction Costs (estimated)		\$129,798.46
3	Summary Public Infrastructure Costs		
	Developer Storm Fee Due City (\$9,000/ac x 10.1262 acres)		\$ 91,135.80
	Public Storm Sewer Funded by Developer (estimated)		(\$ 89,526.46)
	Balance Due Developer for Public Storm Sewer Funded by Developer (estimated)		(\$1,609.34)
4.	Storm Water Pond Reimbursement Costs		
	Construction Cost of Outlot 2 Pond = \$185,794.50		
	Total Watershed Served by Pond = 45.90 acres		
	Contributing Area within this Phase = 8.99 acres		
	Percent of Total Watershed = 19.5%		
	Developer Reimbursement to City for Held Pond Construction		\$ 36,389.82

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 3 (Continued)
Third Addition to The Homes at Freedom Meadows
Storm Sewer Cost
Public Infrastructure
(Estimated)

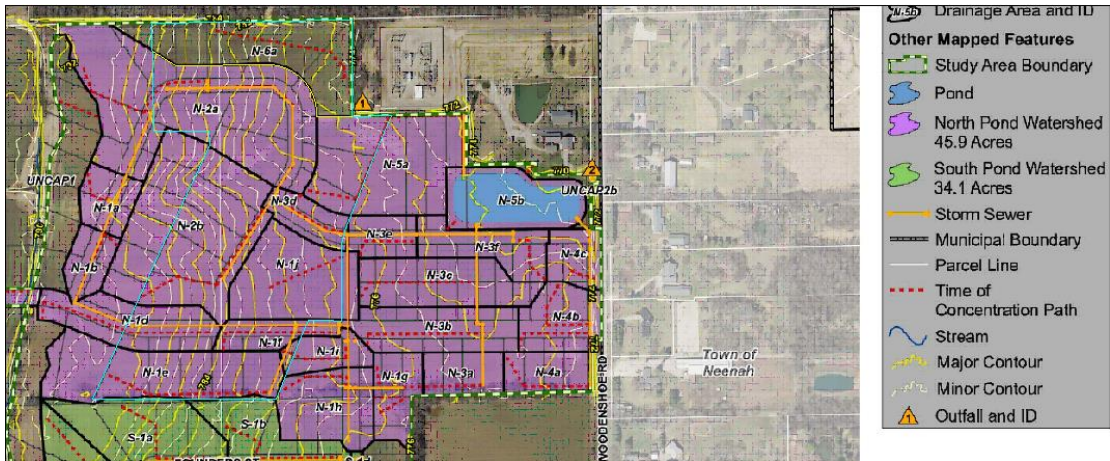


Exhibit 4
Third Addition to The Homes at Freedom Meadows

Water Main Costs
Public Infrastructure
(Estimated)

1. Acreage	
Total Developable Acres	10.1262
2. Water Main Infrastructure Costs	
Total Private (Developer) Construction Costs (estimated)	\$150,210.00
3. Total Public Infrastructure Costs	
Total Water Main Oversizing Costs Due Developer (estimated)	\$0
4. Inspection Fee Due Water Utility Upon Billing (estimated)	\$5,100.00
5. Water Main Oversizing Fee - \$2,240.95/acre (Due City)	\$22,692.31
Total Water Main Oversizing Fee Due to City	\$22,692.31

Exhibit 5
Third Addition to The Homes at Freedom Meadows

Escrow/Prepayment

Two-Inch Mat, Future Street and Sidewalk

1. Gravel Street Maintenance (\$10/centerline foot)	\$13,400.00
Founders Street: 990 feet	
Valor Place: 350 feet	
 Sidewalk Installation (at \$45/lineal foot)	 \$108,990.00
Valor Place: 478 LF	
Founder Street: 1,944 LF	
 2. _____	
 Total Prepayment/Escrow required	 \$ 122,390.00

Exhibit 6
Third Addition to The Homes at Freedom Meadows

Terrace Tree Contribution

1.	Terrace Tree Contribution: \$200/lot x 27 lots	\$5,400.00
<hr/>		
	Total amount due	\$5,400.00

Exhibit 7
Third Addition to The Homes at Freedom Meadows
Oversize Sanitary Sewer

Estimated Developer's Cost Due City

Sanitary Sewer Main Costs Due Developer (estimated ¹)	\$ 6,530.00
Sanitary Sewer Manhole Costs Due Developer (estimated ¹)	\$ 6,021.40
Installation Inspection Fee Due Department of Public Works (estimated)	\$ 3,100.00
<hr/>	
Total Due at the time of billing	\$ 3,100.00

¹ Assumptions for Sanitary Sewer Reimbursement

- *\$5/lineal foot for pipe depth lower than 13 feet.*
- *Unit price per vertical foot (\$460/VF) for manhole depth greater than 13 feet.*

Exhibit 8
Third Addition to The Homes at Freedom Meadows

Summary of Developer's Costs and Financing Per Lot

Land Sale – Due to City Immediately

[Exhibit 2:](#) \$7,882.00/acre x 10.1262 acres \$ 79,814.71

Estimated Developer's Cost Due at Billing

[Exhibit 4:](#) Inspection Fee – Water Utility (Estimate) \$ 5,100.00

[Exhibit 7:](#) Construction Inspection Fees (Estimate) \$ 3,100.00

Estimated Storm Sewer Due City

[Exhibit 3:](#) Storm Water Pond Construction due City \$ 36,389.82

[Exhibit 3:](#) Public Storm Sewer Fee Due Developer
(Estimate) \$ 1,609.34

Estimated Oversized Water Main and Sanitary Sewer Reimbursement Due Developer

[Exhibit 4:](#) 12 inch and 16 inch water main and valves (Estimate) \$ 0

[Exhibit 7:](#) Oversize sanitary sewer main depth (Estimate) \$ 6,530.00

[Exhibit 7:](#) Oversize sanitary sewer manhole depth (Estimate) \$ 6,021.40

Estimated Developer's Costs to be Financed by City of Neenah (No Interest Due)

[Exhibit 2:](#) Subdivision Fee \$ 10,126.20

Oversized Sanitary Fee \$ 10,126.20

Storm Water Management Fee \$ 2,225.00

[Exhibit 6:](#) Terrace Tree Contribution (\$200.00 x 34 lots) \$ 5,400.00

[Exhibit 4:](#) Oversized Water Main Fee \$ 22,692.31

Total to be financed by City (estimated) \$ 50,569.71

**Special Assessment Applied To
Each Lot (estimated) and Due at Building Permit \$ 1,872.95**
(\$50,569.71/27 lots = \$1,872.95/lot)

Developer's Escrow Fees Required

[Exhibit 5:](#) Gravel Street Maintenance \$ 13,400.00

Sidewalk Installation \$108,990.00

Total Escrow Required \$122,390.00



Finance Department
211 Walnut St. • Neenah WI 54957-0426
Phone 920-886-6140 • Fax: 920-886-6150
e-mail: vrasmussen@neenahwi.gov
Vicky K. Rasmussen, CPA
Director of Finance

M E M O R A N D U M

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

FROM: Vicky Rasmussen, Director of Finance

DATE: June 10, 2024

RE: Review 2024 Baird Financing Plan and Consideration of Resolution 2024-08 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$11,170,000 General Obligation Promissory Notes, Series 2024A

The Finance Department began exploring financing options to fund the 2024 Capital projects after the adoption of the 2024 budget and the 2024 – 2028 Capital Improvement Plan. The adopted budget/plan calls for the issuance not to exceed \$11,170,000 of General Obligation debt.

Brad Viegut from Baird has provided the attached financing plan. Baird is serving as underwriter on these debt issues, and Mr. Viegut has advised that in the current economic environment flexibility should be the top priority for the City. As such he is recommending two features for this issuance. First is a negotiated sale conducted by Baird, which the City has previously utilized, including for the 2023 issuance. Second is a parameters resolution, in which the City would authorize Baird to execute the sale when the correct opportunity arises, so long as certain metrics fall within Council-approved parameters. The City issued debt via a parameters resolution in 2023.

Mr. Viegut provided the following comments to explain his reasoning for the financing plan:

“The parameters resolution provides flexibility to access the bond market and finalize the Notes on dates that don’t coincide with Council meeting dates. The municipal bond market has been choppy and avoiding issuance dates with heavy market supply of new municipal debt issues could focus investor’s attention on Neenah’s Note issuance. The Parameters Resolution allows us to target August 13 to finalize the Notes. If market conditions are unfavorable on August 13, a different sale date will be selected. The negotiated method of sale allows the City to easily move from August 13 to a different award date. Overall, this approach provides significant flexibility in a volatile market environment.”

Mr. Viegut will be present at the June 10 Finance and Personnel Committee meeting to further discuss the attached financing plan and resolution.

Motion to recommend that Council approve Resolution 2024-08 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$11,170,000 General Obligation Promissory Notes, Series 2024A.

The logo for BAIRD is a dark blue parallelogram tilted to the right, containing the word "BAIRD" in white, uppercase, serif font.

City of Neenah

Plan of Finance

June 10, 2024

Bradley D. Viegut, Managing Director

bviegut@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827



Borrowing/Structure/Purpose

Issue:	G.O. Promissory Notes	Taxable G.O. Promissory Notes
Estimated Size:	\$11,170,000	\$1,082,000
Purpose:	Levy: \$6,901,310 Sanitary Sewer: \$2,352,500 Storm Water: \$1,110,000 TID #9: \$15,000 TID #10: \$10,000 TID #11: \$10,000 TID #12: \$755,000 TID #13: \$15,000	TID #9: \$8,500 TID #11: \$8,500 TID #12: \$8,500 TID #13: \$900,000 Capitalized Interest through 9/1/2026 (TID #13)
Structure:	Matures March 1, 2025-2034	Matures March 1, 2027-2034
First Interest:	March 1, 2025	March 1, 2025
Callable:	March 1, 2031 (tentatively)	Callable Any Date with 30 days notice (tentatively)
Estimated Interest Rate:	4.29%	6.00%

Summary of Parameters Resolution

Amount not to exceed:	\$11,170,000	\$1,100,000
True Interest Cost (TIC) not to exceed:	5.00%	6.50%
Maturity Schedule:	March 1, 2025-2034	March 1, 2027-2034
Each maturity increased/decreased by:	\$1,000,000	\$100,000
Issuance Cost not to exceed:	1.75% of par	3.75%
Call Provision:	Delegated to Approving Certificate	
Authorized Signatures:	Mayor, Council President, and City Clerk	



City of Neenah

Plan of Finance

June 10, 2024

Tentative Timeline

- Finance Committee considers financing plan and Parameters Resolutions.....June 10, 2024
- Common Council considers financing plan and Parameters ResolutionsJune 19, 2024
 - Preparations are made for issuance
 - ✓ Official Statement/Term Sheet
 - ✓ Bond Rating for Tax-Exempt Notes
 - ✓ Marketing
- Signature of Certificate to award notes (finalizes terms and interest rates)..... Target August 13, 2024
- Closing (funds available)..... Anticipated September 3, 2024

City of Neenah

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June 10, 2024

2024 Capital Improvement Plan



LEVY YEAR	YEAR DUE	EXISTING DEBT SERVICE (Levy Supported) (A)	TARF	STREET AND SPECIAL ASSESSMENTS	NET EXISTING MILL RATE (Levy Supported) (B)
2023	2024	\$4,566,836	(\$814,280)		\$1.32
2024	2025	\$4,964,674	(\$814,280)	(\$485,000)	\$1.26
2025	2026	\$5,396,274	(\$814,280)	(\$475,000)	\$1.38
2026	2027	\$5,865,524	(\$814,280)	(\$465,000)	\$1.51
2027	2028	\$6,373,927	(\$814,280)	(\$405,000)	\$1.67
2028	2029	\$6,927,142	(\$814,280)	(\$405,000)	\$1.81
2029	2030	\$6,891,941	(\$814,280)	(\$405,000)	\$1.77
2030	2031	\$5,961,325	(\$814,280)	(\$405,000)	\$1.45
2031	2032	\$4,779,500	(\$814,280)	(\$405,000)	\$1.06
2032	2033	\$2,432,700	(\$814,280)		\$0.47
2033	2034		(\$814,280)		(\$0.23)
2034	2035		(\$814,280)		(\$0.23)
2035	2036		(\$814,280)		(\$0.23)
2036	2037		(\$814,280)		(\$0.22)
2037	2038		(\$814,280)		(\$0.22)
		<u>\$54,159,843</u>	<u>(\$12,214,200)</u>	<u>(\$3,450,000)</u>	

Aggregate 2024 CIP				YEAR DUE
\$11,170,000				
General Obligation Promissory Notes				
Dated: 9/3/2024				
PRINCIPAL (3/1)	INTEREST (3/1 & 9/1) TIC= 4.29%	LESS: HYPOTHETICAL BID PREMIUM	TOTAL	YEAR DUE
				2024
\$1,170,000	\$552,455	(\$436,744)	\$1,285,711	2025
\$820,000	\$503,475		\$1,323,475	2026
\$865,000	\$459,244		\$1,324,244	2027
\$905,000	\$412,781		\$1,317,781	2028
\$960,000	\$363,825		\$1,323,825	2029
\$1,015,000	\$311,981		\$1,326,981	2030
\$1,245,000	\$252,656		\$1,497,656	2031
\$1,310,000	\$185,588		\$1,495,588	2032
\$1,375,000	\$115,106		\$1,490,106	2033
\$1,505,000	\$39,506		\$1,544,506	2034
				2035
				2036
				2037
				2038
<u>\$11,170,000</u>	<u>\$3,196,617</u>	<u>(\$436,744)</u>	<u>\$13,929,873</u>	

(A) Net of bid premium from the 2021, 2022, & 2023 G.O. Promissory Notes applied to offset portions of levy supported interest payments due in 2024 and 2025.

(B) Mill rate based on the 2023 Equalized Valuation (TID-OUT) of \$2,853,204,900 with annual growth of 2.00% thereafter.

City of Neenah

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June 10, 2024

2024 Notes by Component



		Principal Payments:									
		2025-2034	2025-2034	2025-2034	2034	2034	2034	2031-2034	2034		
		Levy	Sanitary Sewer	Storm Water	TID #9	TID #10	TID #11	TID #12	TID #13		
		\$6,900,000	\$2,355,000	\$1,110,000	\$15,000	\$10,000	\$10,000	\$755,000	\$15,000		
YEAR DUE		NET TOTAL	NET TOTAL	NET TOTAL	NET TOTAL	NET TOTAL	NET TOTAL	NET TOTAL	NET TOTAL	YEAR DUE	
2024										2024	
2025		\$853,799	\$290,004	\$136,975	\$137	\$14	\$72	\$4,688	\$21	2025	
2026		\$851,994	\$289,869	\$139,350	\$788	\$525	\$525	\$39,638	\$788	2026	
2027		\$852,594	\$289,894	\$139,494	\$788	\$525	\$525	\$39,638	\$788	2027	
2028		\$851,619	\$289,394	\$134,506	\$788	\$525	\$525	\$39,638	\$788	2028	
2029		\$853,938	\$293,238	\$134,388	\$788	\$525	\$525	\$39,638	\$788	2029	
2030		\$854,419	\$291,425	\$138,875	\$788	\$525	\$525	\$39,638	\$788	2030	
2031		\$853,063	\$293,956	\$137,969	\$788	\$525	\$525	\$210,044	\$788	2031	
2032		\$854,738	\$290,831	\$136,800	\$788	\$525	\$525	\$210,594	\$788	2032	
2033		\$854,313	\$292,050	\$135,369	\$788	\$525	\$525	\$205,750	\$788	2033	
2034		\$851,788	\$292,481	\$138,544	\$15,394	\$10,263	\$10,263	\$210,381	\$15,394	2034	
2035										2035	
2036										2036	
2037										2037	
2038										2038	
		\$8,532,261	\$2,913,141	\$1,372,269	\$21,831	\$14,477	\$14,535	\$1,039,645	\$21,715		

City of Neenah

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Hypothetical Future Borrowings (Levy Supported)

		Levy Supported Future Borrowings							
		\$16,410,000	\$16,615,000	\$14,070,000	\$9,150,000				
		G.O. Notes	G.O. Notes	G.O. Notes	G.O. Notes				
		Dated: 9/1/2025	Dated: 9/1/2026	Dated: 9/1/2027	Dated: 9/1/2028				
LEVY YEAR	YEAR DUE	Est. AVG=	Est. AVG=	Est. AVG=	Est. AVG=	COMBINED DEBT SERVICE	COMBINED MILL RATE	IMPACT OVER PRIOR YEAR	YEAR DUE
		3.00%	3.00%	3.00%	3.00%	(Levy Supported)	(Levy Supported)		
						(A)	(B)		
2023	2024					\$3,752,556	\$1.32		2024
2024	2025					\$4,519,193	\$1.55	\$0.23	2025
2025	2026	\$1,900,850				\$6,859,838	\$2.31	\$0.76	2026
2026	2027	\$1,897,350	\$1,921,775			\$9,257,963	\$3.06	\$0.75	2027
2027	2028	\$1,897,575	\$1,922,750	\$1,628,725		\$11,455,316	\$3.71	\$0.65	2028
2028	2029	\$1,901,375	\$1,922,375	\$1,631,375	\$1,057,575	\$13,074,499	\$4.15	\$0.44	2029
2029	2030	\$1,898,750	\$1,925,575	\$1,627,900	\$1,058,350	\$13,037,655	\$4.06	(\$0.09)	2030
2030	2031	\$1,899,700	\$1,922,350	\$1,628,300	\$1,058,375	\$12,103,833	\$3.69	(\$0.37)	2031
2031	2032	\$1,899,150	\$1,922,700	\$1,627,500	\$1,057,650	\$10,921,958	\$3.27	(\$0.42)	2032
2032	2033	\$1,902,025	\$1,921,550	\$1,630,425	\$1,061,100	\$8,987,833	\$2.64	(\$0.63)	2033
2033	2034	\$1,898,325	\$1,923,825	\$1,627,075	\$1,058,725	\$6,545,458	\$1.88	(\$0.76)	2034
2034	2035	\$1,898,050	\$1,924,450	\$1,627,450	\$1,060,525	\$5,696,195	\$1.61	(\$0.27)	2035
2035	2036		\$1,923,425	\$1,626,475	\$1,061,425	\$3,797,045	\$1.05	(\$0.56)	2036
2036	2037			\$1,629,075	\$1,056,500	\$1,871,295	\$0.51	(\$0.54)	2037
2037	2038				\$1,060,675	\$246,395	\$0.07	(\$0.44)	2038
		\$18,993,150	\$19,230,775	\$16,284,300	\$10,590,900	\$112,127,030			

(A) Net of bid premium from the 2021, 2022, & 2023 G.O. Promissory Notes applied to offset portions of levy supported interest payments due in 2024 and 2025.

(B) Mill rate based on the 2023 Equalized Valuation (TID-OUT) of \$2,853,204,900 with annual growth of 2.00% thereafter.

City of Neenah

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TID #13 – Taxable G.O. Promissory Notes

Aggregate 2024 Taxable TID Borrowing									
\$1,082,000									
Taxable General Obligation Promissory Notes									
<i>Dated: 9/3/2024</i>									
YEAR DUE	PRINCIPAL (3/1)	INTEREST (3/1 & 9/1) TIC= 6.00%	LESS: HYPOTHETICAL CAPI (TID #13 Portion)	TOTAL	TID #9 \$9,000 NET TOTAL	TID #11 \$9,000 NET TOTAL	TID #12 \$9,000 NET TOTAL	TID #13 \$1,055,000 NET TOTAL	YEAR DUE
2024									2024
2025	\$0	\$64,559	(\$62,948)	\$1,611	\$537	\$537	\$537	\$0	2025
2026	\$0	\$64,920	(\$63,300)	\$1,620	\$540	\$540	\$540	\$0	2026
2027	\$106,000	\$61,740		\$167,740	\$540	\$540	\$540	\$166,120	2027
2028	\$112,000	\$55,200		\$167,200	\$540	\$540	\$540	\$165,580	2028
2029	\$119,000	\$48,270		\$167,270	\$540	\$540	\$540	\$165,650	2029
2030	\$127,000	\$40,890		\$167,890	\$540	\$540	\$540	\$166,270	2030
2031	\$135,000	\$33,030		\$168,030	\$540	\$540	\$540	\$166,410	2031
2032	\$143,000	\$24,690		\$167,690	\$540	\$540	\$540	\$166,070	2032
2033	\$152,000	\$15,840		\$167,840	\$540	\$540	\$540	\$166,220	2033
2034	\$188,000	\$5,640		\$193,640	\$9,270	\$9,270	\$9,270	\$165,830	2034
	\$1,082,000	\$414,779	(\$126,248)	\$1,370,531	\$14,127	\$14,127	\$14,127	\$1,328,150	

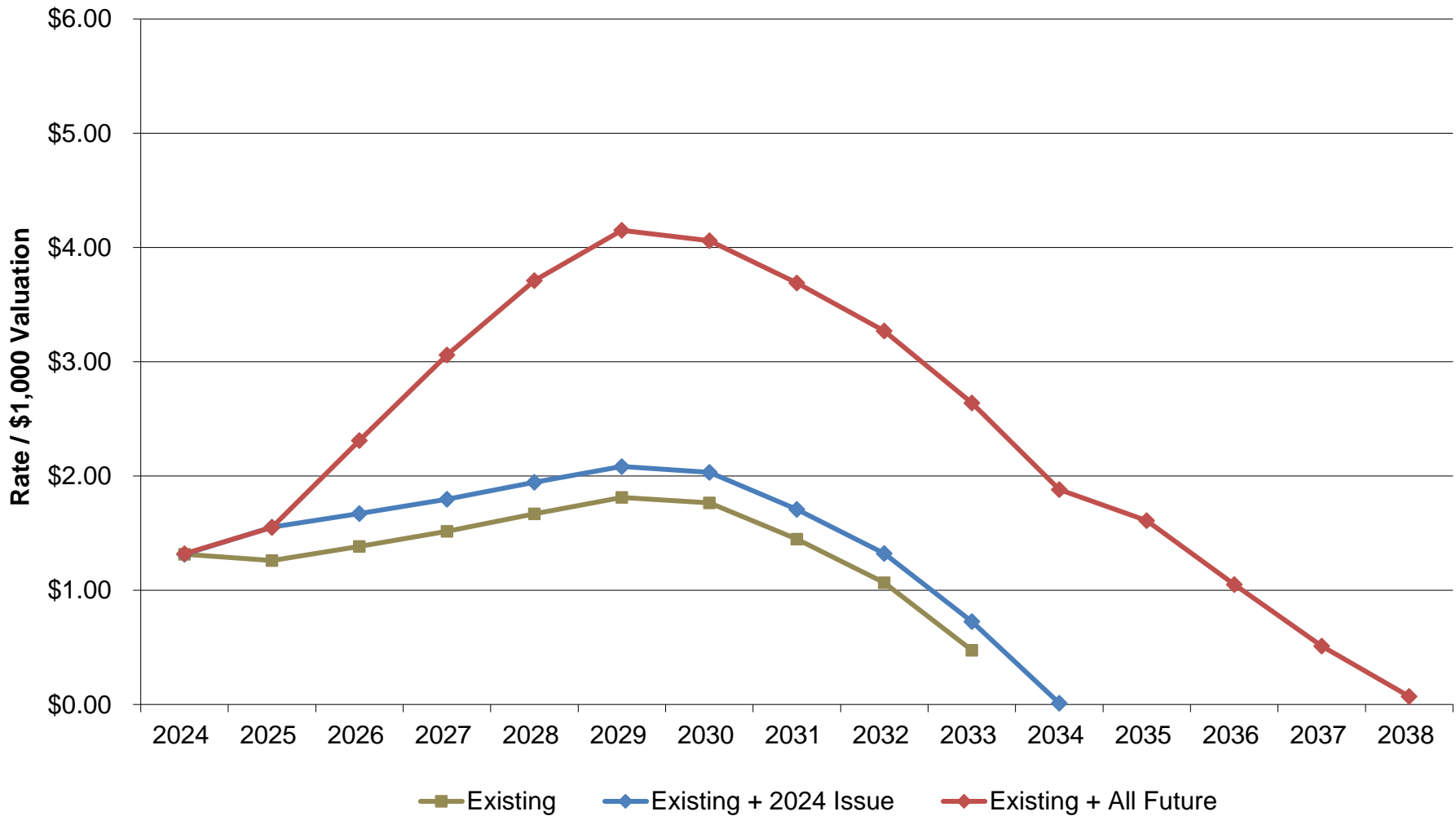
City of Neenah

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June 10, 2024



Levy Supported Debt Service Tax Rate – Current and Future Years



Note: Tax rate based on the 2023 Equalized Valuation (TID-OUT) of \$2,853,204,900 with annual growth of 2.00% thereafter.

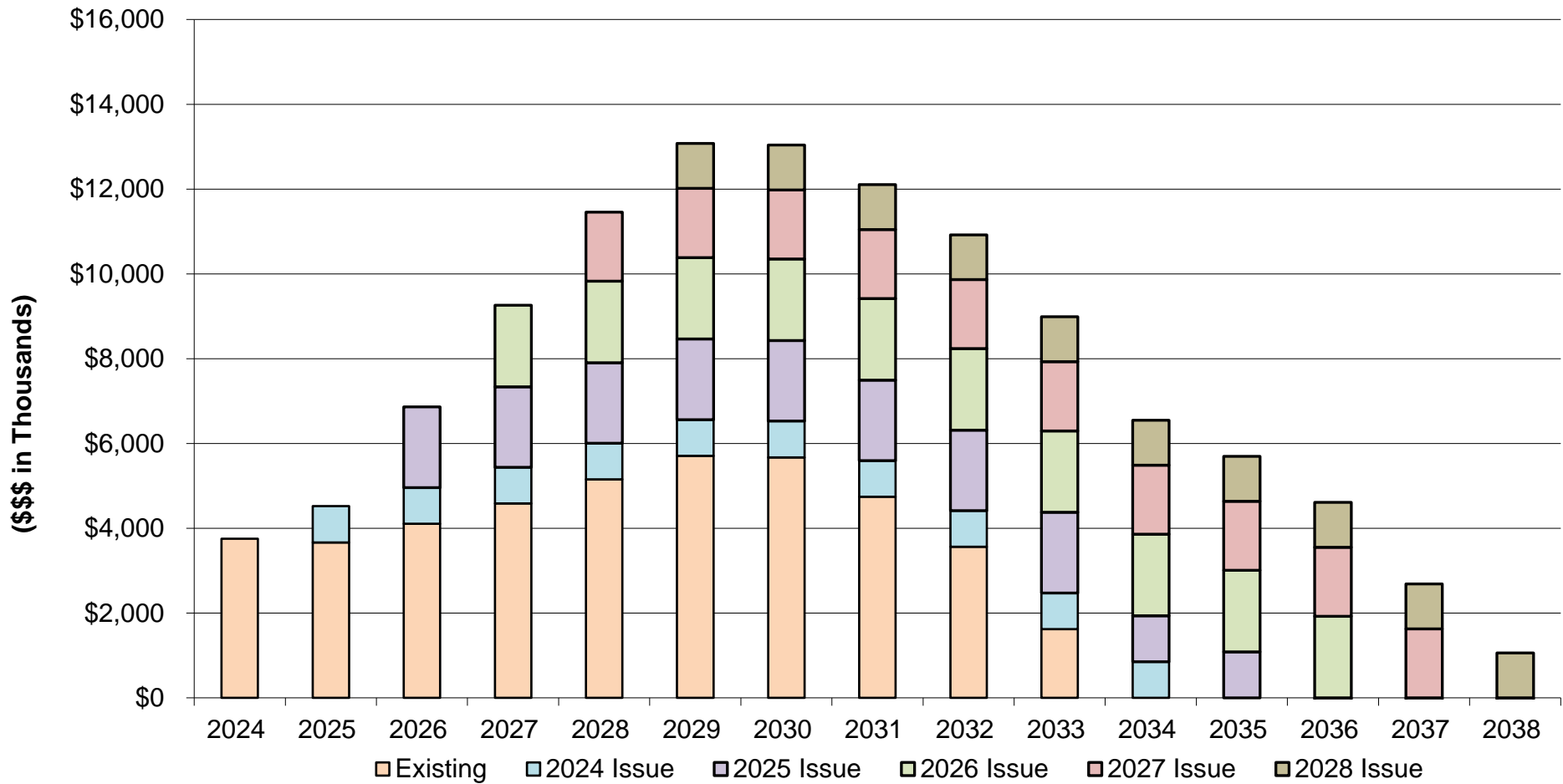
City of Neenah

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June 10, 2024



Levy Supported Debt – Current and Future Years



*Notes: Assumes future interest rate of 3.00% for 2025 and thereafter.
Graph represents levy supported debt service payments net of bid premium from the 2021, 2022, and 2023 G.O. Promissory Notes as well as TARF and Street and Special Assessments.*

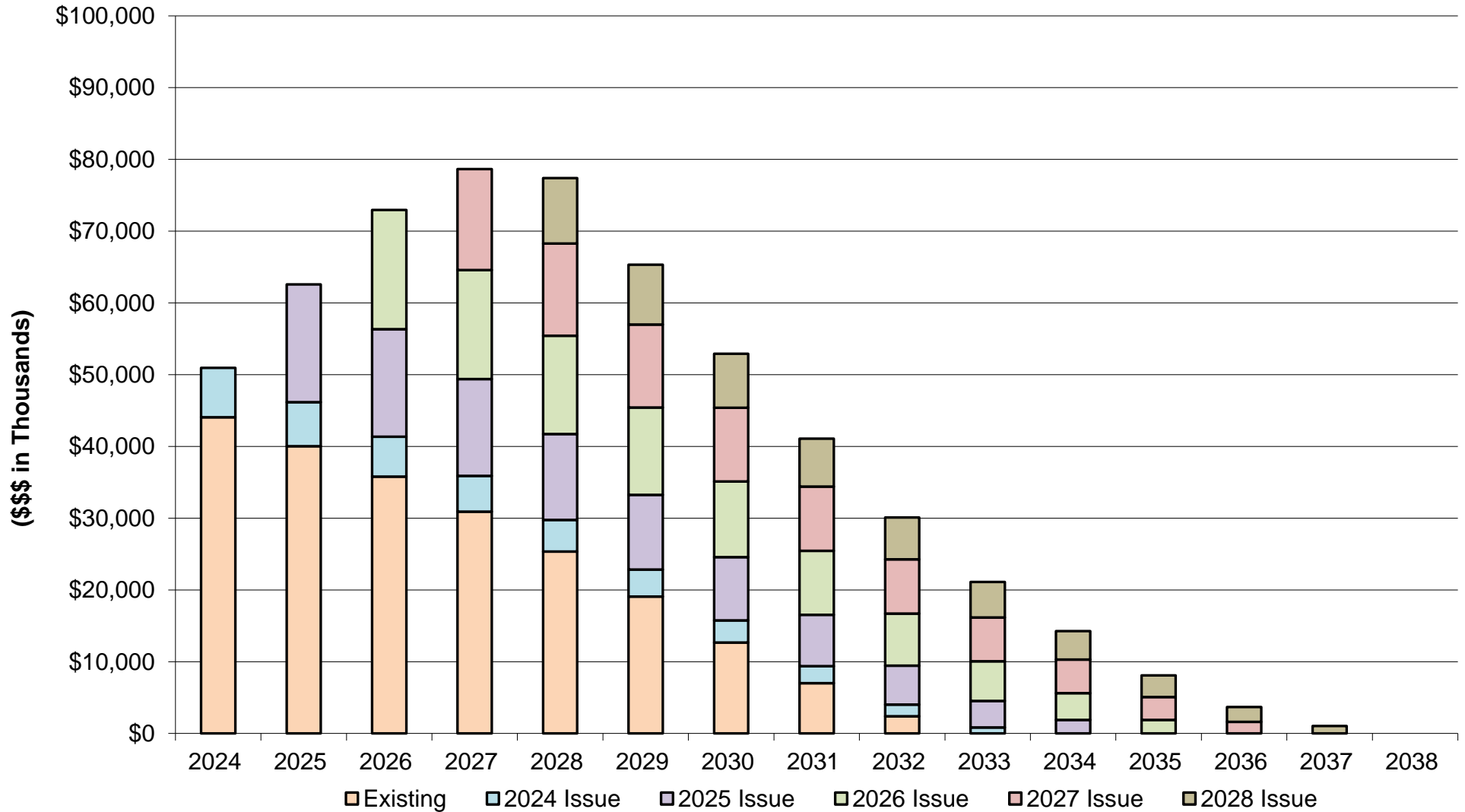
City of Neenah

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June 10, 2024



Levy Supported Principal Outstanding (End of Year)





RESOLUTION NO. 2024-08

**RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING
PARAMETERS FOR THE SALE OF NOT TO EXCEED \$11,170,000
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2024A**

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Neenah, Winnebago County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of projects included in the City's 2024 Capital Improvement Program (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell the general obligation promissory notes to be designated as "General Obligation Promissory Notes, Series 2024A" (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a note purchase agreement to the City (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to the Mayor, the Council President and the City Clerk (collectively, the "Authorized Officers") the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed ELEVEN MILLION ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$11,170,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 15 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed ELEVEN MILLION ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$11,170,000). The purchase price to be paid to the City for the Notes shall not be less than 98.25% of the principal amount of the Notes and the difference between the initial public

offering price of the Notes and the purchase price to be paid to the City by the Purchaser shall not exceed 1.75% of the principal amount of the Notes, with an amount not to exceed 0.90% of the principal amount of the Notes representing the Purchaser's compensation and an amount not to exceed 0.85% of the principal amount of the Notes representing costs of issuance, including bond insurance premium (if any).

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2024A"; shall be issued in the aggregate principal amount of up to \$11,170,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$1,000,000 per maturity or mandatory redemption amount, that a maturity or mandatory redemption payment may be eliminated if the amount of such maturity or mandatory redemption payment set forth in the schedule below is less than \$1,000,000 and that the aggregate principal amount of the Notes shall not exceed \$11,170,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$11,170,000.

<u>Date</u>	<u>Principal Amount</u>
03-01-2025	\$1,170,000
03-01-2026	820,000
03-01-2027	865,000
03-01-2028	905,000
03-01-2029	960,000
03-01-2030	1,015,000
03-01-2031	1,245,000
03-01-2032	1,310,000
03-01-2033	1,375,000
03-01-2034	1,505,000

Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 5.00% (unless a different rate is specified by the Common Council). Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby

irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2024 through 2033 for the payments due in the years 2025 through 2034 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2024A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes

shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent") unless a fiscal agent is specified in the Approving Certificate.

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by the Authorized Officers of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officers of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officers are authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 16. Official Statement. The Common Council hereby directs the Authorized Officers to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officers or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 19, 2024.

Jane B. Lang
Mayor

ATTEST:

Charlotte Nagel
City Clerk

(SEAL)

EXHIBIT A

Approving Certificate

(See Attached)

APPROVING CERTIFICATE

The undersigned Mayor, Council President and City Clerk of the City of Neenah, Winnebago County, Wisconsin (the "City"), hereby certify that:

1. Resolution. On June 19, 2024, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$11,170,000 General Obligation Promissory Notes, Series 2024A of the City (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to us the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Purchaser offered to purchase the Notes in accordance with the terms set forth in the Note Purchase Agreement between the City and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$_____, which is not more than the \$11,170,000 approved by the Resolution, and shall mature on March 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than \$1,000,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
03-01-2025	\$1,170,000	\$ _____
03-01-2026	820,000	_____
03-01-2027	865,000	_____
03-01-2028	905,000	_____
03-01-2029	960,000	_____
03-01-2030	1,015,000	_____
03-01-2031	1,245,000	_____
03-01-2032	1,310,000	_____
03-01-2033	1,375,000	_____
03-01-2034	1,505,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of [5.00%], as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 98.25% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering prices provided by the Purchaser of the Notes (\$_____) and the purchase price to be paid to the City by the Purchaser (\$_____) is \$_____, or _____% of the principal amount of the Notes, which does not exceed 1.75% of the principal amount of the Notes. The portion of such amount representing Purchaser's compensation is \$_____, or not more than 0.90% of the principal amount of the Notes. The amount representing other costs of issuance is \$_____, which does not exceed 0.85% of the principal amount of the Notes.

4. Redemption Provisions of the Notes. [The Notes are not subject to optional redemption.] [The Notes maturing on March 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, _____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. Payment of the Notes; Fiscal Agent. Pursuant to the Resolution, _____, _____, _____, is named fiscal agent for the Notes.]

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

7. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

8. Approval. This Certificate constitutes our approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, we have executed this Certificate on _____, 2024
pursuant to the authority delegated to us in the Resolution.

Jane B. Lang
Mayor

Brian Borchart
Council President

Charlotte Nagel
City Clerk

COPY

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

The Notes due on March 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	WINNEBAGO COUNTY	
NO. R-___	CITY OF NEENAH	\$_____
	GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024A	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
March 1, _____	_____, 2024	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Neenah, Winnebago County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of projects included in the City's 2024 Capital Improvement Program, as authorized by a resolution adopted on June 19, 2024, as supplemented by an Approving Certificate, dated _____, 2024 (the "Approving Certificate") (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

[This Note is not subject to optional redemption.]

[The Notes maturing on March 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, _____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.]

[The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

[In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.]

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The

Fiscal Agent shall not be obliged to make any transfer of the Notes [(i)] after the Record Date[, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption]. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

[This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Neenah, Winnebago County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF NEENAH
WINNEBAGO COUNTY, WISCONSIN

By: _____

Jane B. Lang
Mayor

(SEAL)

By: _____

Charlotte Nagel

City Clerk

COPY

[Date of Authentication: _____, _____]

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Neenah, Winnebago County, Wisconsin.

_____, _____

By _____
Authorized Signatory]

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)



Finance Department
211 Walnut St. • Neenah WI 54957-0426
Phone 920-886-6140 • Fax: 920-886-6150
e-mail: vrasmussen@neenahwi.gov
Vicky K. Rasmussen, CPA
Director of Finance

M E M O R A N D U M

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

FROM: Vicky Rasmussen, Director of Finance

DATE: June 10, 2024

RE: Review 2024 Baird Financing Plan and Consideration of Resolution 2024-09 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$1,100,000 Taxable General Obligation Promissory Notes, Series 2024B

The Finance Department began exploring financing options to fund the 2024 Capital projects after the adoption of the 2024 budget and the 2024 – 2028 Capital Improvement Plan. The adopted budget/plan calls for the issuance not to exceed \$1,100,000 of Taxable General Obligation debt. This taxable borrowing is separate to account for the TID expenditures that are for purchasing land in TID #13 where the ultimate use is for private development, and for funding operational costs of payments to the Fox Cities Economic Development Partnership.

Brad Viegut from Baird has provided the attached financing plan for both borrowings. Baird is serving as underwriter on these debt issues, and Mr. Viegut has advised that in the current economic environment flexibility should be the top priority for the City. As such he is recommending two features for this issuance. First is a negotiated sale conducted by Baird, which the City has previously utilized, including for the 2023 issuance. Second is a parameters resolution, in which the City would authorize Baird to execute the sale when the correct opportunity arises, so long as certain metrics fall within Council-approved parameters. The City issued debt via a parameters resolution in 2023.

Mr. Viegut provided the following comments to explain his reasoning for the financing plan:

“The parameters resolution provides flexibility to access the bond market and finalize the Notes on dates that don’t coincide with Council meeting dates. The municipal bond market has been choppy and avoiding issuance dates with heavy market supply of new municipal debt issues could focus investor’s attention on Neenah’s Note issuance. The Parameters Resolution allows us to target August 13 to finalize the Notes. If market conditions are unfavorable on August 13, a different sale date will be selected. The negotiated method of sale allows the City to easily move from August 13 to a different award date. Overall, this approach provides significant flexibility in a volatile market environment.”

Mr. Viegut will be present at the June 10 Finance and Personnel Committee meeting to further discuss the attached financing plan and resolution.

Motion to recommend that Council approve Resolution 2024-09 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$1,100,000 Taxable General Obligation Promissory Notes, Series 2024B.



RESOLUTION NO. 2024-09

**RESOLUTION AUTHORIZING THE ISSUANCE AND
ESTABLISHING PARAMETERS FOR THE SALE OF NOT
TO EXCEED \$1,100,000 TAXABLE GENERAL
OBLIGATION PROMISSORY NOTES, SERIES 2024B**

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Neenah, Winnebago County, Wisconsin (the "City") to raise funds for public purposes, including paying project costs of Tax Incremental Districts Nos. 9, 11, 12 and 13 (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation promissory notes on a taxable rather than tax-exempt basis;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell the general obligation promissory notes either as a single note payable in installments of principal and/or as notes with serial maturities as determined at the time of sale and as set forth in the Approving Certificate (defined herein) (collectively, the "Notes") by private placement to a purchaser to be selected at a later date and set forth in the Approving Certificate (the "Purchaser");

WHEREAS, the Purchaser intends to execute and submit a Final Term Sheet to the City (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to the Mayor, the Council President and the City Clerk (collectively, the "Authorized Officers") the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 13 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000). The purchase price to be paid to the City for the Notes shall not be less than 96.25% of the principal amount of the Notes and the difference between the initial public offering price of the Notes and the purchase price to be paid to the City by the Purchaser shall not exceed 3.75% of the principal amount of the Notes, with an amount not to exceed 3.75% of the principal amount of the Notes representing costs of issuance, including the placement agent fee and bond insurance premium (if any).

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2024B"; shall be issued in the aggregate principal amount of up to \$1,100,000; shall be dated as of their date of issuance; shall be in the denomination of \$100,000 or more; shall be numbered R-1 and upward if more than a single note is issued; and shall (i) be payable in installments of principal due or (ii) mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each installment amount or maturity or mandatory redemption amount may be increased or decreased by up to \$100,000 per installment amount or maturity or mandatory redemption amount and that the aggregate principal amount of the Notes shall not exceed \$1,100,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$1,100,000.

<u>Date</u>	<u>Principal Amount</u>
03-01-2027	\$108,000
03-01-2028	114,000
03-01-2029	121,000
03-01-2030	130,000
03-01-2031	137,000
03-01-2032	145,000
03-01-2033	155,000
03-01-2034	190,000

Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 6.50% (unless a different rate is specified by the Common Council). Interest shall be computed upon the basis set forth in the Note.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as

Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2024 through 2033 for the payments due in the years 2025 through 2034 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Notes, Series 2024B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all

money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and

directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent") unless a fiscal agent is specified in the Approving Certificate.

Section 10. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. If necessary, in order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by the Authorized Officers of the principal amount, definitive installment payments or maturities, redemption provisions, interest

rate(s) and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officers of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officers are authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 14. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 15. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 19, 2024.

Jane B. Lang
Mayor

ATTEST:

Charlotte Nagel
City Clerk

(SEAL)

EXHIBIT A
Approving Certificate

(See Attached)

APPROVING CERTIFICATE

The undersigned Mayor, Council President and City Clerk of the City of Neenah, Winnebago County, Wisconsin (the "City"), hereby certify that:

1. Resolution. On June 19, 2024, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$1,100,000 Taxable General Obligation Promissory Notes, Series 2024B of the City (the "Notes") to _____ (the "Purchaser") and delegating to us the authority to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Purchaser offered to purchase the Notes in accordance with the terms set forth in the Final Term Sheet between the City and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$_____, which is not more than the \$1,100,000 approved by the Resolution, and shall [be payable in installments of principal due] [mature] on March 1 of each of the years and in the amounts and shall bear interest at the rate(s) per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each [principal installment] [annual principal or mandatory redemption payment] due on the Notes is not more than \$100,000 more or less per [installment payment] [maturity or mandatory redemption amount] than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
03-01-2027	\$108,000	\$_____
03-01-2028	114,000	_____
03-01-2029	121,000	_____
03-01-2030	130,000	_____
03-01-2031	137,000	_____
03-01-2032	145,000	_____
03-01-2033	155,000	_____
03-01-2034	190,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of [6.50%], as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 96.25% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering prices provided by the Purchaser of the Notes (\$_____) and the purchase price to be paid to the City by the Purchaser (\$_____) is \$_____, or _____% of the principal amount of the Notes, which does not exceed 3.75% of the principal amount of the Notes. The amount representing costs of issuance is \$_____, which does not exceed 3.75% of the principal amount of the Notes.

4. Redemption Provisions of the Notes. [The Notes are not subject to optional redemption.] [The Notes [maturing on March 1, _____ and thereafter] are subject to redemption prior to maturity, at the option of the City, on March 1, _____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, [from maturities selected by the City [and within each maturity by lot,]] at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. [Payment of the Notes; Fiscal Agent. Pursuant to the Resolution, _____, _____, _____, is named fiscal agent for the Notes.]

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

7. Approval. This Certificate constitutes our approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrevocable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, we have executed this Certificate on _____, 2024 pursuant to the authority delegated to us in the Resolution.

Jane B. Lang
Mayor

Brian Borchart
Council President

Charlotte Nagel
City Clerk

COPIES

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Certificate.

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

The Notes due on March 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Note)

NUMBER UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WINNEBAGO COUNTY
CITY OF NEENAH
___ TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024B \$_____

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, 20___, 2024 ___% [_____]

[DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.]

[REGISTERED OWNER: _____]

PRINCIPAL AMOUNT: _____ DOLLARS (\$___)

FOR VALUE RECEIVED, the City of Neenah, Winnebago County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the [registered owner][Depository or its Nominee Name (the "Depository")] identified above (or to registered assigns), [on the maturity date identified above,] the principal amount identified above, [in installments of principal due on the dates and in the amounts provided on Schedule A attached hereto] and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025 until the aforesaid principal amount is paid in full. [interest rate method]

[Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States by the City Clerk.

Payment of each installment of principal hereof and interest hereon (except the last) shall be made to the registered owner hereof who shall appear on the registration books of the City maintained by the City Clerk at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date") and shall be paid by check or draft of the City mailed to such registered owner at his address as it appears on such registration books or at such other address as may be furnished in writing by such registered owner to the City Clerk. The final installment of principal of and interest on this Note shall be payable only upon presentation and surrender hereof at the office of the City Clerk.]

[Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by [_____, _____, _____] OR [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.]

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is [one of an issue of Notes aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate [, redemption provision] and maturity date,] issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of project costs of Tax Incremental Districts Nos. 9, 11, 12 and 13, as authorized by a resolution adopted on June 19, 2024, as supplemented by an Approving Certificate, dated _____, 2024 [(the "Approving Certificate") (collectively, the "Resolution")]. Said Resolution is recorded in the official minutes of the Common Council for said date.

The Notes [maturing on March 1, ____] are subject to redemption prior to maturity, at the option of the City, on March 1, ____ or on any date thereafter. Said Notes are redeemable as a whole or in part, [and if in part, from maturities selected by the City, [and within each maturity by lot,]] at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

[In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the

designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.]

[Before the redemption of any of the Notes, unless waived by the registered owner, the City shall give notice of such redemption by registered or certified mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of each Note to be redeemed, in whole or in part, at the address shown on the registration books. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit with the registered owner at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

The Notes are issued in registered form in the denomination of \$100,000 or more. This Note may be exchanged at the office of the Fiscal Agent for a like aggregate principal amount of Notes of the same maturity in other authorized denominations.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The City may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the City shall not be affected by notice to the contrary.]

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

[This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent

duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes [(i)] after the Record Date[, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption]. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$100,000 or any integral multiple of \$1,000 in excess thereof.]

[This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Neenah, Winnebago County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF NEENAH
WINNEBAGO COUNTY, WISCONSIN

By: _____
Jane B. Lang
Mayor

(SEAL)

By: _____
Charlotte Nagel
City Clerk

COPY

[Date of Authentication: _____, _____]

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Neenah, Winnebago County, Wisconsin.

_____, _____

By _____
Authorized Signatory]

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

[SCHEDULE A

Principal Installments

(See Attached)]

COPY

**Minutes of the Board of Public Works Meeting
Wednesday, June 12, 2024 at 11:00 AM**

MEMBERS PRESENT: Mayor Lang, Director of Finance Rasmussen, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, and Alderman Lendrum.

EXCUSED: Alderman Hillstrom

ALSO PRESENT: Water Utility Director Mach, Community Development Deputy Director Schmidt, and City Clerk Nagel.

CALL TO ORDER: Mayor Lang called the meeting to order at 11:10 AM.

I. Approval of the minutes of the May 23, 2024 meeting. (Minutes can be found on the city website)
MSC Lendrum/Kaiser to approve the meeting minutes as presented, all voting aye.

II. Appearances.
None.

III. Unfinished Business.
None.

Motion by Haese/Lendrum to move Community Development Item C to Item A. No further discussion. Motion carried unanimously in a voice vote.

IV. New Business.

A. Community Development

1. Review and make recommendation on the Third Addition to The Homes at Freedom Meadows Subdivision Development and Fee Agreement.

MSC Haese/Rasmussen to recommend Council approve the Third Addition to The Homes at Freedom Meadows Subdivision Development and Fee Agreement, all voting aye.

Deputy Director Schmidt went through the memo and packet information with the Board and answered any questions.

The proposed plat is located west of Woodenshoe Road and includes 27 single-family residential lots. The land is zoned R-1, Single-Family Residence District. This subdivision is the fourth of five phases of the Homes at Freedom Meadows subdivision.

B. Public Works

1. Approve Pay Request No.3, Contract 1-24, Sanitary & Storm Sewer, Water Main and Street Construction, on Belmont Ave., Belmont Ct., Cedar St., and Stevens St., to David Tenor Corporation, in an amount of \$518,715.28.

(Attachment)

MSC Kaiser/Lendrum to approve Pay Request No.3, Contract 1-24, in an amount of \$518,715.28, all voting aye.

The pay request includes Chang Order No. 1 for the relay sanitary sewer on Winnebago Heights. The sanitary work on this project came in under budget.

Report

Info.

Info.

2. Approve Pay Request No.2, Contract 2-24, Sanitary & Storm Sewer, Water Main and Street Construction, on E. Doty Ave., to Kruczek Construction, Inc., in the amount of \$200,226.63. (Attachment)
MSC Kaiser/Haese to approve Pay Request No.2, Contract 2-24, in an amount of \$281,948.08, all voting aye.

Info.

3. Approve Pay Request No.3, Contract 3-24, Sanitary & Storm Sewer, Water Main and Street Construction, on Bayview Rd., Quarry Ln., and Reed St., to Donald Hietpas & Sons, in an amount of \$281,948.08. (Attachment)
MSC Kaiser/Rasmussen to approve Pay Request No.3, Contract 3-24, Sanitary, in an amount of \$18,719.75, all voting aye.

The project is moving along. There was discussion on getting a standalone price for concrete in the area where there is sewer pipe movement. Due to the type of ground soil, a sturdier road material is needed.

Info.

4. Approve Pay Request No.1, Contract 4-24, Sanitary & Storm Sewer, Water Main and Street Construction, for the S. Park Avenue Easement, to Scott Lamers Construction, in the amount of \$18,719.75. (Attachment)
MSC Kaiser/Lendrum to approve Pay Request No.1, Contract 4-24, in the amount of \$18,719.75, all voting aye.

This project is progressing nicely. Most of the water work to the house that was built over a water main is complete.

Info.

5. Approve Pay Request No.1, Contract 6-24, Curb & Gutter, Stormwater, Street Overlay, and Trail Parking, for Jewelers Park Drive, to MCC, Inc., in an amount of \$202,944.22. (Attachment)
MSC Kaiser/Haese to Approve Pay Request No.1, Contract 6-24, in an amount of \$202,944.22, all voting aye.

Fine grading, landscaping, and the first street lift are scheduled to begin next week. Paving will be messy from a traffic standpoint to and from the local businesses, but it is a necessity. Flaggers will be directing traffic.

Info.

6. Approve Pay Request No.1, Contract 7-24, Concrete Pavement and Sidewalk Repairs, and New Sidewalk Installation on Baldwin St. and Plummer Ct., to Jim Fischer, Inc., in an amount of \$137,830.86. (Attachment)
MSC Kaiser/Lendrum to approve Pay Request No.1, Contract 7-24, in an amount of \$137,830.86, all voting aye.

Sidewalk work is essentially complete except for the extra mall parking area on the west side of Baldwin. The landscaping punch list work must be completed. Plummer Court will be the next project for the contractor which will start after July 4th.

Report

7. Review and make recommendation on Final Pay Request, Contract 12-24, Storm Sewer and Water Main Construction, on S. Commercial Street for Douglas Stormwater Pond, to De Groot, Inc., in an amount of \$20,364.68. (Attachment)
MSC Kaiser/Rasmussen to recommend Council approve Final Pay Request, Contract 12-24, in an amount of \$20,364.68, all voting aye.

The final pay request is for storm sewer and detention pond work. The next phase of the project will be bid after the 4th of July.

C. Water Utility

1. Recommend to the Waterworks Commission to award Contract 2-24W Water Booster Station Contract B for Process, Mechanical, Electrical, and Plumbing Construction to Sabel Mechanical, LLC of Fond du Lac, WI, in the amount of \$724,900.00. (Attachment)

MSC Lendrum/Haese to recommend the Waterworks Commission award Contract 2-24W Water Booster Station Contract B for Process, Mechanical, Electrical, and Plumbing Construction to Sabel Mechanical, LLC of Fond du Lac, WI, in the amount of \$724,900.00, all voting aye.

This contract is for the interior mechanics of the building. Stainless steel piping is the current industry material standard. The target completion date is October to have the booster station online.

V. Any announcements/questions for the Board.

- A. None.

VI. Adjournment.

MSC Kaiser/Lendrum to adjourn, all voting aye. Meeting adjourned at 11:39 AM.

Respectfully Submitted,



Charlotte Nagel
City Clerk

Report WWC
Info. CC

**City of Neenah
Department of Public Works
Contractor Request for Payment**

Contractor Name: David Tenor Corporaton		Contract No.	1-24
Address: 1651 Brookfield Ave Ste 12		Contract Amount	\$3,295,454.70
City: Green Bay WI 54313			
Name of Project	Sanitary & Storm Sewer, Water Main and Street Construction		
Location of Project	Belmont Ave, Belmont Ct, Cedar St, Stevens St		
Pay Request No.	3	For Period	May 1, 2024 through may 31, 2024

CONTRACT SUMMARY

Original Contract Amount		\$3,295,454.70
Net Amount of Change Order	No.1	\$154,964.00
Adjusted Contract Amount		<u>\$3,450,418.70</u>

WORK PERFORMED TO DATE

Work Performed to Date	\$1,269,451.01
Less Retainage of 5%. If different indicate here	\$63,472.55
Net Amount Earned to Date	\$1,205,978.46
Less Previous Payments	\$687,263.18




BALANCE DUE THIS PAYMENT \$518,715.28

CONTRACT BREAKOUT

Account Numbers	Project #	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Belmont Ave 046-5050-743.02-36	SEW05	\$160,000.00	\$109,839.00	\$1,582.69	\$65,815.17
Belmont Ct 046-5050-743.02-36	SEW06	\$150,000.00	\$102,974.00	\$42,339.27	\$56,370.15
Cedar St 046-5050-743.02-36	SEW04	\$520,000.00	\$356,977.00	\$95,875.06	\$183,308.01
Stevens St 046-5050-743.02-36	SEW03	\$370,000.00	\$254,002.00	\$30,030.16	\$0.00
Belmont Ave 049-5050-743.02-36		\$0.00	\$0.00	\$0.00	\$0.00
Belmont Ct 049-5050-743.02-36	STW03	\$110,000.00	\$110,000.00	\$0.00	\$0.00
Cedar St 049-5050-743.02-36	STW02	\$100,000.00	\$100,000.00	\$94,936.25	\$0.00
Misc Repairs 049-5050-743.02-36	STW05	\$100,000.00	\$23,962.50	\$2,201.62	\$0.00
Belmont Ave 400-0499-770-9999	WO538	\$59,000.00	\$59,000.00	\$5,195.83	\$0.00
Belmont Ct 400-0499-770-9999	WO539	\$95,000.00	\$95,000.00	\$29,285.65	\$70,727.50
Cedar St 400-0499-770-9999	WO537	\$473,000.00	\$530,388.00	\$204,174.71	\$307,432.35
Stevens St 400-0499-770-9999	WO536	\$238,000.00	\$238,000.00	\$11,897.04	\$0.00
Belmont Ave 012-4350-743.02-36	STR08	\$150,000.00	\$154,000.00	\$199.50	\$0.00
Belmont Ct 012-4350-743.02-36	STR09	\$180,000.00	\$184,000.00	\$199.50	\$0.00
Cedar St 012-4350-743.02-36	STR07	\$644,000.00	\$657,000.00	\$399.00	\$3,610.00
Stevens St 012-4350-743.02-36	STR06	\$308,000.00	\$320,312.20	\$399.00	\$0.00
CO No.1-CF 013-7550-743.02-36	PWF02	\$46,227.00	\$46,227.00	\$0.00	\$0.00
CO No.1 013-7550-743.02-36	PWF02	\$125,000.00	\$108,737.00	\$0.00	\$0.00
		\$3,828,227.00	\$3,450,418.70	\$518,715.28	\$687,263.18

CERTIFICATION OF CONTRACTOR:

I certify that the foregoing is just and correct and the amount claimed is legally due after showing all just credits

Certified by Engineer		Date: 6-10-24
Certified by Public Works		Date: 6/10/2024
Certified by Water Utility		Date: 6/10/2024
Certified by Contractor		Date:
	Approved BPW	Date:
	Approved Common Council (Final Payments Only)	Date:

Contract 1-24
Utility Street Construction
Belmont Ave, Belmont Ct, Cedar St, Stevens St

1-24							Change Order No.1				Pay Request No.2				Pay Request No.3				
Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Add/Delete	Unit Price	Extension	New Bid Total	Quantity Completed to Date	Contractor Completed This Period Quantity	Retainage Due this Period \$	Due this Estimate	Contractor Completed This Period Quantity	Retainage Due this Period \$	Due this Estimate		
1	101.3	Furnish and Relay 8-inch PVC Sanitary Sewer	Lin. Ft.	4,465.00	\$80.00	\$357,200.00	0.00	\$0.00	\$0.00	\$357,200.00	3,263.00	1,922.00	\$153,760.00	\$7,688.00	\$146,072.00	0.00	\$0.00	\$0.00	\$0.00
2	102.3	Furnish and Relay 6 inch Sanitary Lateral in ROW	Lin. Ft.	2,000.00	\$85.00	\$170,000.00	0.00	\$0.00	\$0.00	\$170,000.00	789.00	43.00	\$3,655.00	\$182.75	\$3,472.25	746.00	\$63,410.00	\$3,170.50	\$60,239.50
3	102.4	Furnish and Relay 6 inch Sanitary Lateral ROW to House	Lin. Ft.	100.00	\$60.00	\$6,000.00	0.00	\$0.00	\$0.00	\$6,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
4	102.6	Reconnect Lateral to Main	Each	5.00	\$450.00	\$2,250.00	0.00	\$0.00	\$0.00	\$2,250.00	6.00	2.00	\$900.00	\$45.00	\$855.00	4.00	\$1,800.00	\$90.00	\$1,710.00
5	103.1	Furnish and Pipeburst 4-inch Sanitary Lateral	Lin. Ft.	1,900.00	\$5.15	\$9,785.00	0.00	\$0.00	\$0.00	\$9,785.00	1,850.00	0.00	\$0.00	\$0.00	\$0.00	1,850.00	\$9,527.50	\$476.38	\$9,051.12
6	103.2	Furnish and Pipeburst 6-inch Sanitary Lateral	Lin. Ft.	200.00	\$7.21	\$1,442.00	0.00	\$0.00	\$0.00	\$1,442.00	214.00	0.00	\$0.00	\$0.00	\$0.00	214.00	\$1,542.94	\$77.15	\$1,465.79
7	103.3	Reconnect Sanitary Lateral at Foundation - Pipeburst	Each	4.00	\$2,060.00	\$8,240.00	0.00	\$0.00	\$0.00	\$8,240.00	11.00	0.00	\$0.00	\$0.00	\$0.00	11.00	\$22,660.00	\$1,133.00	\$21,527.00
8	103.4	Reconnect Under Basement Floor - Pipeburst	Each	72.00	\$2,575.00	\$185,400.00	0.00	\$0.00	\$0.00	\$185,400.00	31.00	0.00	\$0.00	\$0.00	\$0.00	31.00	\$79,825.00	\$3,991.25	\$75,833.75
9	103.5	Extra Hole - Pipeburst	Each	3.00	\$515.00	\$1,545.00	0.00	\$0.00	\$0.00	\$1,545.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
10	103.6	Remove Building Footing to allow Pipeburst	Each	10.00	\$103.00	\$1,030.00	0.00	\$0.00	\$0.00	\$1,030.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
11	104.1	Furnish and Install Standard Manhole	Lin. Ft.	120.00	\$564.00	\$67,680.00	0.00	\$0.00	\$0.00	\$67,680.00	90.03	6.36	\$3,587.04	\$179.35	\$3,407.69	0.00	\$0.00	\$0.00	\$0.00
12	105.2	Adjust Sanitary Manhole	Each	2.00	\$450.00	\$900.00	0.00	\$0.00	\$0.00	\$900.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
13	105.6	Remove Sanitary Manhole	Each	18.00	\$400.00	\$7,200.00	0.00	\$0.00	\$0.00	\$7,200.00	13.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
14	106.1	Clean and Televisc Sewer (Sanitary only)	Lump Sum	1.00	\$5,120.00	\$5,120.00	0.00	\$0.00	\$0.00	\$5,120.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
Sanitary Sewer						\$823,792.00		\$0.00	\$823,792.00			\$161,902.04	\$8,095.10	\$153,806.94	\$178,765.44	\$8,938.28	\$169,827.16		
15	201.1.1	Furnish & Install 6-inch PVC C-900 Main	Lin. Ft.	30.00	\$205.00	\$6,150.00	0.00	\$0.00	\$0.00	\$6,150.00	6.00	4.00	\$820.00	\$41.00	\$779.00	2.00	\$410.00	\$20.50	\$389.50
16	201.1.2	Furnish & Install 8-inch PVC C-900 Main	Lin. Ft.	2,975.00	\$83.00	\$246,925.00	0.00	\$0.00	\$0.00	\$246,925.00	1,297.00	1,206.00	\$100,098.00	\$5,004.90	\$95,093.10	91.00	\$7,553.00	\$377.65	\$7,175.35
17	201.1.5	Furnish & Install 16-inch PVC C-900 Main	Lin. Ft.	1,738.00	\$163.00	\$283,294.00	0.00	\$0.00	\$0.00	\$283,294.00	1,716.00	1,115.00	\$181,745.00	\$9,087.25	\$172,657.75	601.00	\$97,963.00	\$4,898.15	\$93,064.85
18	202.1.2	Furnish & Install 1.25-inch PE Water Service in ROW by Trenching	Lin. Ft.	1,700.00	\$62.00	\$105,400.00	0.00	\$0.00	\$0.00	\$105,400.00	855.00	322.00	\$19,964.00	\$998.20	\$18,965.80	533.00	\$33,046.00	\$1,652.30	\$31,393.70
19	202.2.2	Furnish & Install 1.25-inch PE Water Service in ROW by Pulling	Lin. Ft.	50.00	\$28.00	\$1,400.00	0.00	\$0.00	\$0.00	\$1,400.00	41.00	0.00	\$0.00	\$0.00	\$0.00	41.00	\$1,148.00	\$57.40	\$1,090.60
20	202.3.2	Furnish & Install 1.25-inch PE Water Service in ROW by Drilling	Lin. Ft.	50.00	\$30.90	\$1,545.00	0.00	\$0.00	\$0.00	\$1,545.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00

Contract 1-24
Utility Street Construction
Belmont Ave, Belmont Ct, Cedar St, Stevens St

1-24							Change Order No. 1				Pay Request No. 2				Pay Request No. 3				
Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Add/Delete	Unit Price	Extension	New Bid Total	Quantity Completed to Date	Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate	Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate
21	202.4.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Trenching	Lin. Ft.	50.00	\$30.00	\$1,500.00	0.00	\$0.00	\$0.00	\$1,500.00	59.00	0.00	\$0.00	\$0.00	\$0.00	59.00	\$1,770.00	\$88.50	\$1,681.50
22	202.5.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Pulling	Lin. Ft.	50.00	\$30.90	\$1,545.00	0.00	\$0.00	\$0.00	\$1,545.00	172.00	0.00	\$0.00	\$0.00	\$0.00	172.00	\$5,314.80	\$265.74	\$5,049.06
23	202.6.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Drilling	Lin. Ft.	50.00	\$30.90	\$1,545.00	0.00	\$0.00	\$0.00	\$1,545.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
24	202.7.1	Furnish & Install 1.25-inch PE Service from ROW to Structure by Pulling w/Sanitary Sewer Pipeburst	Lin. Ft.	1,400.00	\$5.15	\$7,210.00	0.00	\$0.00	\$0.00	\$7,210.00	1,563.00	0.00	\$0.00	\$0.00	\$0.00	1,563.00	\$8,049.45	\$402.47	\$7,646.98
25	202.8.1	Furnish & Install 1.25-inch PE Service from ROW to Structure by Excavation in same Trench as Sanitary Lateral	Lin. Ft.	50.00	\$10.00	\$500.00	0.00	\$0.00	\$0.00	\$500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
26	202.9.2	Furnish & Install 1.25-inch Service Brass Sct	Each	76.00	\$619.00	\$47,044.00	0.00	\$0.00	\$0.00	\$47,044.00	48.00	19.00	\$11,761.00	\$588.05	\$11,172.95	29.00	\$17,951.00	\$897.55	\$17,053.45
27	203.1.1	Furnish & Install Cathodic Protection to Water Service	Each	18.00	\$450.00	\$8,100.00	0.00	\$0.00	\$0.00	\$8,100.00	17.00	8.00	\$3,600.00	\$180.00	\$3,420.00	9.00	\$4,050.00	\$202.50	\$3,847.50
28	203.1.3	Water Service Connection to Structure	Each	54.00	\$515.00	\$27,810.00	0.00	\$0.00	\$0.00	\$27,810.00	36.00	0.00	\$0.00	\$0.00	\$0.00	36.00	\$18,540.00	\$927.00	\$17,613.00
29	203.1.4	Water Service Extra Hole (Curb Stop Connection)	Each	3.00	\$515.00	\$1,545.00	0.00	\$0.00	\$0.00	\$1,545.00	3.00	0.00	\$0.00	\$0.00	\$0.00	3.00	\$1,545.00	\$77.25	\$1,467.75
30	203.1.6	Abandon Valve Box	Each	8.00	\$200.00	\$1,600.00	0.00	\$0.00	\$0.00	\$1,600.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
31	203.1.7	Abandon Valve Manhole	Each	1.00	\$500.00	\$500.00	0.00	\$0.00	\$0.00	\$500.00	4.00	2.00	\$1,000.00	\$50.00	\$950.00	2.00	\$1,000.00	\$50.00	\$950.00
32	204.2.4	Furnish & Install 8-inch MJRW Valve and Box	Each	11.00	\$2,800.00	\$30,800.00	0.00	\$0.00	\$0.00	\$30,800.00	7.00	5.00	\$14,000.00	\$700.00	\$13,300.00	2.00	\$5,600.00	\$280.00	\$5,320.00
33	9999.1	Furnish & Install 16-inch Horizontal Gate Valve and Box	Each	5.00	\$17,450.00	\$87,250.00	0.00	\$0.00	\$0.00	\$87,250.00	5.00	2.00	\$34,900.00	\$1,745.00	\$33,155.00	3.00	\$52,350.00	\$2,617.50	\$49,732.50
34	205.1	Furnish & Install Hydrant, Lead and Valve	Each	8.00	\$7,450.00	\$59,600.00	0.00	\$0.00	\$0.00	\$59,600.00	5.00	4.00	\$29,800.00	\$1,490.00	\$28,310.00	1.00	\$7,450.00	\$372.50	\$7,077.50
35	205.2	Abandon Hydrant	Each	3.00	\$375.00	\$1,125.00	0.00	\$0.00	\$0.00	\$1,125.00	1.00	1.00	\$375.00	\$18.75	\$356.25	0.00	\$0.00	\$0.00	\$0.00
Water						\$922,388.00		\$0.00	\$922,388.00			\$398,063.00	\$19,903.15	\$378,159.85		\$263,740.25	\$13,187.01	\$250,553.24	
36	301.4	Furnish and Relay 10-inch Storm Sewer	Lin. Ft.	500.00	\$60.00	\$30,000.00	0.00	\$0.00	\$0.00	\$30,000.00	192.00	0.00	\$0.00	\$0.00	\$0.00	192.00	\$11,520.00	\$576.00	\$10,944.00
37	301.5	Furnish and Relay 12-inch Storm Sewer	Lin. Ft.	1,500.00	\$57.00	\$85,500.00	0.00	\$0.00	\$0.00	\$85,500.00	490.00	0.00	\$0.00	\$0.00	\$0.00	490.00	\$27,930.00	\$1,396.50	\$26,533.50
38	301.6	Furnish and Relay 15-inch Storm Sewer	Lin. Ft.	242.00	\$58.00	\$14,036.00	0.00	\$0.00	\$0.00	\$14,036.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00

Contract 1-24
Utility Street Construction
Belmont Ave, Belmont Ct, Cedar St, Stevens St

1-24							Change Order No.1				Pay Request No.2				Pay Request No.3				
Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Add/Delete	Unit Price	Extension	New Bid Total	Quantity Completed to Date	Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate	Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate
39	301.7	Furnish and Relay 18-inch Storm Sewer	Lin. Ft.	268.00	\$63.00	\$16,884.00	0.00	\$0.00	\$0.00	\$16,884.00	268.00	0.00	\$0.00	\$0.00	\$0.00	268.00	\$16,884.00	\$844.20	\$16,039.80
40	303.1	Furnish and Install 4-inch Storm Sewer Lateral	Lin. Ft.	350.00	\$49.00	\$17,150.00	0.00	\$0.00	\$0.00	\$17,150.00	99.00	0.00	\$0.00	\$0.00	\$0.00	99.00	\$4,851.00	\$242.55	\$4,608.45
41	304.1	Furnish and Install Sump pump Pit (separate)	Each	3.00	\$772.50	\$2,317.50	0.00	\$0.00	\$0.00	\$2,317.50	4.00	0.00	\$0.00	\$0.00	\$0.00	4.00	\$3,090.00	\$154.50	\$2,935.50
42	304.2	Furnish and Install Sump Pump pit w/ Sanitary Pipeburst	Each	7.00	\$515.00	\$3,605.00	0.00	\$0.00	\$0.00	\$3,605.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
43	305.1	Furnish and Install Catch Basin	Each	16.00	\$1,980.00	\$31,680.00	0.00	\$0.00	\$0.00	\$31,680.00	10.00	0.00	\$0.00	\$0.00	\$0.00	10.00	\$19,800.00	\$990.00	\$18,810.00
44	305.8	Adjust Storm Catch Basin	Each	4.00	\$475.00	\$1,900.00	0.00	\$0.00	\$0.00	\$1,900.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
45	305.9	Remove Storm Catch Basin	Each	12.00	\$300.00	\$3,600.00	1.00	\$400.00	\$400.00	\$4,000.00	11.00	0.00	\$0.00	\$0.00	\$0.00	11.00	\$3,300.00	\$165.00	\$3,135.00
46	306.1	Furnish and Install Storm Manhole	Lin. Ft.	31.00	\$590.00	\$18,290.00	0.00	\$0.00	\$0.00	\$18,290.00	21.06	0.00	\$0.00	\$0.00	\$0.00	21.06	\$12,425.40	\$621.27	\$11,804.13
47	306.8	Adjust Storm Manhole	Each	2.00	\$400.00	\$800.00	0.00	\$0.00	\$0.00	\$800.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
48	306.9	Remove Storm Manhole	Each	8.00	\$350.00	\$2,800.00	0.00	\$0.00	\$0.00	\$2,800.00	7.00	0.00	\$0.00	\$0.00	\$0.00	7.00	\$2,450.00	\$122.50	\$2,327.50
49	309.5	Clean and Televiser Sewer (Storm only)	Lump Sum	1.00	\$3,200.00	\$3,200.00	0.00	\$0.00	\$0.00	\$3,200.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
50	308.2.4	Install and Maintain Type "D" Inlet Protection	Each	22.00	\$100.00	\$2,200.00	0.00	\$0.00	\$0.00	\$2,200.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
Storm Water						\$233,962.50		\$400.00	\$234,362.50			\$0.00	\$0.00	\$0.00		\$102,250.40	\$5,112.52	\$97,137.88	
69	402.1.6.11	Remove Existing Pavement and Maintain Utility Trench	Lin. Ft.	14,000.00	\$0.50	\$7,000.00	0.00	\$0.00	\$0.00	\$7,000.00	5,500.00	5,500.00	\$2,750.00	\$137.50	\$2,612.50	0.00	\$0.00	\$0.00	\$0.00
70	405.1	Sawcut Existing Bituminous Pavement	Lin. Ft.	700.00	\$2.76	\$1,932.00	0.00	\$0.00	\$0.00	\$1,932.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
71	402.2.6.1	Remove Existing Bituminous Pavement	Sq. Yd.	18,000.00	\$0.92	\$16,560.00	0.00	\$0.00	\$0.00	\$16,560.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
72	403.2.5.1	Remove Concrete Curb and Gutter	Lin. Ft.	400.00	\$2.19	\$876.00	0.00	\$0.00	\$0.00	\$876.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
73	404.4.5	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	14,000.00	\$0.38	\$5,320.00	0.00	\$0.00	\$0.00	\$5,320.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
74	402.1.7.4	Unclassified Excavation	Cu. Yd.	7,000.00	\$10.71	\$74,970.00	1,000.00	\$10.00	\$10,000.00	\$84,970.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
75	402.1.4.11	Furnish and Install Geogrid	Sq. Yd.	15,200.00	\$2.14	\$32,528.00	2,200.00	\$2.00	\$4,400.00	\$36,928.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
76	401.1.1	Furnish and Install Crushed Aggregate Base	Ton	10,000.00	\$16.07	\$160,700.00	0.00	\$0.00	\$0.00	\$160,700.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
77	402.1.1.4	Concrete Pavement 7-Inch	Sq. Yd.	12,800.00	\$46.67	\$597,376.00	0.00	\$0.00	\$0.00	\$597,376.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
78	403.2.1.1	Furnish and Install Concrete Curb & Gutter	Lin. Ft.	550.00	\$52.00	\$28,600.00	0.00	\$0.00	\$0.00	\$28,600.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
79	404.3.2	Furnish and Install 6-inch Concrete Sidewalk/Driveway	Sq. Ft.	12,400.00	\$7.67	\$95,108.00	0.00	\$0.00	\$0.00	\$95,108.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
80	404.1.1	Furnish and Install 4" Concrete Sidewalk	Sq. Ft.	18,500.00	\$7.21	\$133,385.00	0.00	\$0.00	\$0.00	\$133,385.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
81	402.1.5.3	Furnish and Install 1/2-inch rods	Lin. Ft.	600.00	\$2.03	\$1,218.00	0.00	\$0.00	\$0.00	\$1,218.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00

Contract 1-24
Utility Street Construction
Belmont Ave, Belmont Ct, Cedar St, Stevens St

1-24							Change Order No.1				Quantity Completed to Date	Pay Request No.2			Pay Request No.3		
Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Add/Delete	Unit Price	Extension	New Bid Total		Contractor Completed This Period Quantity	Retainage Due this Period \$	Due this Estimate	Contractor Completed This Period Quantity	Retainage Due this Period \$	Due this Estimate
82	402.1.7.5	Fine Grade Roadway	Sq. Yd.	5,300.00	\$3.01	\$15,953.00	0.00	\$0.00	\$0.00	\$15,953.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
83	402.2.3.1	Furnish and Install HMA Pavement (4-inch)	Ton	1,180.00	\$83.59	\$98,636.20	0.00	\$0.00	\$0.00	\$98,636.20	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
84	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	7,500.00	\$5.46	\$40,950.00	0.00	\$0.00	\$0.00	\$40,950.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
85	706.1	Install and Maintain Traffic Control	Lump Sum	1.00	\$4,200.00	\$4,200.00	0.00	\$0.00	\$0.00	\$4,200.00	0.55	\$1,050.00	\$52.50	0.30	\$1,260.00	\$63.00	\$1,197.00
CO86	980.1	Mobilization	Lump Sum				1.00	\$3,100.00	\$3,100.00	\$3,100.00	0.00						
CO87	980.2	Contract Markup	Lump Sum				1.00	\$4,514.00	\$4,514.00	\$4,514.00	0.00						
CO88	405.2	Sawcut Existing Concrete Pavement	Lin. Ft.				350.00	\$3.00	\$1,050.00	\$1,050.00	0.00						
CO89	402.2.7.2	Pulverize HMA	Sq. Yd.				2,200.00	\$1.50	\$3,300.00	\$3,300.00	0.00						
CO90	401.1.8	Salvage Base Aggregate	Ton				1,000.00	\$5.00	\$5,000.00	\$5,000.00	0.00						
CO91	960.1	Non-Reinforced Concrete Pavement 8-Inch	Sq. Yd.				2,200.00	\$56.00	\$123,200.00	\$123,200.00	0.00						
Street						\$1,315,312.20			\$154,564.00	\$1,469,876.20		\$3,800.00	\$190.00	\$3,610.00	\$1,260.00	\$63.00	\$1,197.00
Total						\$3,295,454.70			\$154,964.00	\$3,450,418.70		\$563,765.04	\$28,188.25	\$535,576.79	\$546,016.09	\$27,300.81	\$518,715.28

**City of Neenah
Department of Public Works
Contractor Request for Payment**

Contractor Name: Kruczek Construction		Contract No. 2-24	
Address: 3636 Kewaunee Road		Contract Amount \$2,295,807.21	
City Green Bay WI 54311			
Name of Project	Sanitary & Storm Sewer, Water Main and Street Construction		
Location of Project	E. Doty Avenue (Commercial Street to Pine Street)		
Pay Request No. 2	For Period	May 1, 2024 through May 31, 2024	

CONTRACT SUMMARY

Original Contract Amount	\$2,295,807.21
Net Amount of Change Order	\$0.00
Adjusted Contract Amount	<u>\$2,295,807.21</u>

WORK PERFORMED TO DATE


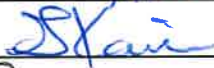

Work Performed to Date	\$583,701.63
Less Retainage of 5%. If different indicate here _____	\$29,185.08
Net Amount Earned to Date	\$554,516.54
Less Previous Payments	\$354,289.91

BALANCE DUE THIS PAYMENT \$200,226.63

CONTRACT BREAKOUT

	Account Numbers	Project #	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Sanitary	046-5050-743.02-36	SEW02	\$660,000.00	\$583,814.00	\$63,393.38	\$106,324.71
Storm	049-5050-743.02-36	STW01	\$110,000.00	\$203,364.50	\$0.00	\$0.00
Water	400-0499-770-9999	WO535	\$494,000.00	\$684,830.00	\$129,708.25	\$247,965.20
Street	012-4350-743.02-36	STR05	\$654,000.00	\$823,798.71	\$7,125.00	\$0.00
			\$1,918,000.00	\$2,295,807.21	\$200,226.63	\$354,289.91

CERTIFICATION OF CONTRACTOR:
I certify that the foregoing is just and correct and the amount claimed is legally due after showing all just credits

Certified by Engineer		Date: 6-10-24
Certified by Public Works		Date: 6-10-2024
Certified by Water Utility		Date: 6/10/2024
Certified by Contractor		Date:
Approved BPW _____		Date:
Approved Common Council (Final Payments Only)		Date:

Contract 2-24
Utility and Street Construction
E. Doty Avenue

Doty Avenue							Quantity Completed to Date	Pay Request No.1				Pay Request No.2			
Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension		Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate	Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate
1	101.3	Furnish and Relay 8-inch PVC Sanitary Sewer	Lin. Ft.	50.00	\$100.00	\$5,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
2	9999.1	Furnish and Relay 18-inch PVC Sanitary Sewer	Lin. Ft.	30.00	\$320.00	\$9,600.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
3	9999.2	Furnish and Relay 21-inch Sanitary Sewer	Lin. Ft.	2,250.00	\$138.00	\$310,500.00	1,074.00	779.00	\$107,502.00	\$5,375.10	\$102,126.90	295.00	\$40,710.00	\$2,035.50	\$38,674.50
4	102.6	Reconnect Lateral to Main	Each	9.00	\$239.50	\$2,155.50	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
5	102.1	Furnish and Relay 4-inch Sanitary Lateral in ROW	Lin. Ft.	200.00	\$101.50	\$20,300.00	65.50	28.00	\$2,842.00	\$142.10	\$2,699.90	37.50	\$3,806.25	\$190.31	\$3,615.94
6	102.3	Furnish and Relay 6-inch Sanitary Lateral in ROW	Lin. Ft.	800.00	\$92.75	\$74,200.00	256.50	17.00	\$1,576.75	\$78.84	\$1,497.91	239.50	\$22,213.63	\$1,110.68	\$21,102.94
7	102.5	Furnish and Relay 6-inch Sanitary Lateral ROW to Structure	Lin. Ft.	50.00	\$54.25	\$2,712.50	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
8	103.1	Furnish and Pipeburst 4-inch Sanitary Lateral ROW to Structure	Lin. Ft.	1,400.00	\$5.00	\$7,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
9	103.2	Furnish and Pipeburst 6-inch Sanitary Lateral ROW to Structure	Lin. Ft.	1,200.00	\$7.00	\$8,400.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
10	103.3	Reconnect Sanitary Lateral at Foundation - Pipeburst	Each	2.00	\$1,000.00	\$2,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
11	103.4	Reconnect Under Basement Floor - Pipeburst	Each	35.00	\$2,500.00	\$87,500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
12	103.6	Remove Building Footing - Pipeburst	Each	2.00	\$100.00	\$200.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
13	103.5	Extra Hole - Pipeburst	Each	2.00	\$500.00	\$1,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
14	104.1	Furnish and Install Standard Manhole	Ver. Ft.	90.00	\$500.00	\$45,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
15	105.2	Adjust Sanitary Manhole	Each	3.00	\$500.00	\$1,500.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

Contract 2-24
Utility and Street Construction
E. Doty Avenue

Doty Avenue							Quantity Completed to Date	Pay Request No.1				Pay Request No.2			
Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension		Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate	Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate
16	105.1	Abandon Sanitary Manhole	Each	1.00	\$496.00	\$496.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
17	105.6	Remove Sanitary Manhole	Each	9.00	\$250.00	\$2,250.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
18	106.1	Clean and Televiser Sewer (Sanitary Only)	Lump Sum	1.00	\$4,000.00	\$4,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
						\$583,814.00	0.00	\$111,920.75	\$5,596.04	\$106,324.71	\$66,729.88	\$3,336.49	\$63,393.38		
19	201.1.1	Furnish & Install 6-inch PVC C-900 Main	Lin. Ft.	50.00	\$173.00	\$8,650.00	28.00	0.00	\$0.00	\$0.00	\$0.00	28.00	\$4,844.00	\$242.20	\$4,601.80
20	201.1.2	Furnish & Install 8-inch PVC C-900 Main	Lin. Ft.	180.00	\$146.00	\$26,280.00	37.00	37.00	\$5,402.00	\$270.10	\$5,131.90	0.00	\$0.00	\$0.00	\$0.00
21	201.1.4	Furnish & Install 12-inch PVC C-900 Main	Lin. Ft.	2,900.00	\$131.00	\$379,900.00	2,018.00	1,354.00	\$177,374.00	\$8,868.70	\$168,505.30	664.00	\$86,984.00	\$4,349.20	\$82,634.80
22	202.1.2	Furnish & Install 1.25-inch PE Water Service in ROW by Trenching	Lin. Ft.	800.00	\$55.50	\$44,400.00	366.00	0.00	\$0.00	\$0.00	\$0.00	366.00	\$20,313.00	\$1,015.65	\$19,297.35
23	202.2.2	Furnish & Install 1.25-inch PE Water Service in ROW by Pulling/Drilling	Lin. Ft.	250.00	\$30.00	\$7,500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
24	202.4.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Trenching	Lin. Ft.	50.00	\$43.00	\$2,150.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
25	202.7.1	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Pulling w/Sanitary Sewer Pipeburst	Lin. Ft.	1,950.00	\$5.00	\$9,750.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
26	202.5.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Pulling/Drilling	Lin. Ft.	500.00	\$30.00	\$15,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
27	203.1.1	Furnish & Install Cathodic Protection to Water Service	Each	10.00	\$65.00	\$650.00	6.00	0.00	\$0.00	\$0.00	\$0.00	6.00	\$390.00	\$19.50	\$370.50

Contract 2-24
Utility and Street Construction
E. Doty Avenue

Doty Avenue							Quantity Completed to Date	Pay Request No.1				Pay Request No.2			
Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension		Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate	Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate
28	202.9.2	Furnish & Install 1.25-inch Service Brass Set	Each	40.00	\$653.00	\$26,120.00	13.00	0.00	\$0.00	\$0.00	\$0.00	13.00	\$8,489.00	\$424.45	\$8,064.55
29	203.1.3	Water Service Connection to Structure	Each	40.00	\$500.00	\$20,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
30	203.1.4	Water Service Extra Hole (Curb Stop Connection)	Each	4.00	\$500.00	\$2,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
31	203.1.6	Abandon Valve Box	Each	12.00	\$130.00	\$1,560.00	3.00	0.00	\$0.00	\$0.00	\$0.00	3.00	\$390.00	\$19.50	\$370.50
32	203.1.7	Abandon Valve Manhole	Each	6.00	\$300.00	\$1,800.00	1.00	0.00	\$0.00	\$0.00	\$0.00	1.00	\$300.00	\$15.00	\$285.00
33	204.2.3	Furnish & Install 6-inch MJRW Valve and Box	Each	2.00	\$2,340.00	\$4,680.00	2.00	2.00	\$4,680.00	\$234.00	\$4,446.00	0.00	\$0.00	\$0.00	\$0.00
34	204.2.4	Furnish & Install 8-inch MJRW Valve and Box	Each	4.00	\$3,210.00	\$12,840.00	1.00	1.00	\$3,210.00	\$160.50	\$3,049.50	0.00	\$0.00	\$0.00	\$0.00
35	204.2.6	Furnish & Install 12-inch MJRW Valve and Box	Each	10.00	\$5,525.00	\$55,250.00	7.00	6.00	\$33,150.00	\$1,657.50	\$31,492.50	1.00	\$5,525.00	\$276.25	\$5,248.75
36	205.1	Furnish & Install Hydrant, Lead and Valve	Each	7.00	\$9,300.00	\$65,100.00	5.00	4.00	\$37,200.00	\$1,860.00	\$35,340.00	1.00	\$9,300.00	\$465.00	\$8,835.00
37	205.2	Abandon Hydrant	Each	4.00	\$300.00	\$1,200.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
						\$684,830.00			\$261,016.00	\$13,050.80	\$247,965.20		\$136,535.00	\$6,826.75	\$129,708.25
38	301.2	Furnish and Relay 6-inch Storm Sewer	Lin. Ft.	20.00	\$106.50	\$2,130.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
39	301.3	Furnish and Relay 8-inch Storm Sewer	Lin. Ft.	70.00	\$106.75	\$7,472.50	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
40	301.4	Furnish and Relay 10-inch Storm Sewer	Lin. Ft.	460.00	\$53.00	\$24,380.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
41	301.5	Furnish and Relay 12-inch Storm Sewer	Lin. Ft.	210.00	\$54.00	\$11,340.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
42	9999.3	Furnish and Relay 15-inch Storm Sewer	Lin. Ft.	500.00	\$54.00	\$27,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
43	9999.4	Furnish and Relay 36-inch RCP Storm Sewer	Lin. Ft.	150.00	\$175.00	\$26,250.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00

Contract 2-24
Utility and Street Construction
E. Doty Avenue

Doty Avenue							Quantity Completed to Date	Pay Request No.1			Pay Request No.2			
Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension		Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate	Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period
44	303.1	Furnish and Install 4-inch Storm Sewer Lateral	Lin. Ft.	100.00	\$34.00	\$3,400.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
45	304.1	Furnish and Install Sump Pump Pit (Separate)	Each	2.00	\$750.00	\$1,500.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
46	304.2	Furnish and Install Sump Pump Pit w/ Sanitary Pipeburst	Each	5.00	\$500.00	\$2,500.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
47	305.1	Furnish and Install Catch Basin	Each	18.00	\$2,640.00	\$47,520.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
48	305.8	Adjust Storm Catch Basin	Each	4.00	\$500.00	\$2,000.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
49	305.9	Remove Storm Catch Basin	Each	12.00	\$175.00	\$2,100.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
50	306.3	Storm Manholes 4-FT Diameter	Ver. Ft.	40.00	\$558.00	\$22,320.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
51	306.4	Storm Manholes 5-FT Diameter	Ver. Ft.	15.00	\$634.00	\$9,510.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
52	306.5	Storm Manholes 6-FT Diameter	Ver. Ft.	7.00	\$984.00	\$6,888.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
53	306.8	Adjust Storm Manhole	Each	2.00	\$500.00	\$1,000.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
54	306.9	Remove Storm Manhole	Each	7.00	\$150.00	\$1,050.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
55	306.12	Abandon Storm Manhole	Lin. Ft.	3.00	\$268.00	\$804.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
56	308.2.4	Install and Maintain Type "D" Inlet Protection	Each	22.00	\$100.00	\$2,200.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
57	309.5	Clean and Televiser Sewer (Storm Only)	Lump Sum	1.00	\$2,000.00	\$2,000.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
						\$203,364.50			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
58	402.2.6.2	Remove Existing Pavement and Maintain Utility Trench	Lin. Ft.	7,600.00	\$2.00	\$15,200.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
59	405.1	Sawcut Existing Bituminous Pavement	Lin. Ft.	350.00	\$2.00	\$700.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
60	405.2	Sawcut Existing Concrete Pavement	Lin. Ft.	250.00	\$5.00	\$1,250.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00

Contract 2-24
Utility and Street Construction
E. Doty Avenue

Doty Avenue							Quantity Completed to Date	Pay Request No.1			Pay Request No.2				
Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension		Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate	Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate
61	402.2.6.1	Remove Existing Bituminous Pavement	Sq. Yd.	10,000.33	\$1.10	\$11,000.36	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
62	402.2.6.1	Remove Concrete Pavement	Sq. Yd.	450.11	\$15.75	\$7,089.23	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
63	403.2.5.1	Remove Concrete Curb and Gutter	Lin. Ft.	3,200.00	\$3.30	\$10,560.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
64	404.4.5	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	17,500.00	\$0.85	\$14,875.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
65	402.1.7.4	Unclassified Excavation	Cu. Yd.	3,500.00	\$15.15	\$53,025.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
66	402.1.4.1.1	Furnish and Install Geogrid	Sq. Yd.	6,000.00	\$1.90	\$11,400.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
67	401.1.1	Furnish and Install Crushed Aggregate Base	Ton	5,000.00	\$16.65	\$83,250.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
68	402.1.1.6	Furnish and Install 8-inch Concrete Pavement	Sq. Yd.	5,500.00	\$55.60	\$305,800.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
69	403.2.1.8	Furnish and Install 30-inch Concrete Curb and Gutter (repair)	Lin. Ft.	700.00	\$55.00	\$38,500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
70	404.3.2	Furnish and Install 6-inch Concrete Sidewalk/Driveway	Sq. Ft.	8,300.00	\$6.50	\$53,950.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
71	404.1.1	Furnish and Install 4" Concrete Sidewalk	Sq. Ft.	12,000.00	\$7.35	\$88,200.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
72	706.2	Install Detectable Warning Fields (Supplied by City)	Sq. Ft.	20.00	\$75.00	\$1,500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
73	402.1.5.3	Furnish and Install 1/2-inch rods	Lin. Ft.	200.00	\$1.00	\$200.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
74	402.1.7.5	Fine Grade Roadway	Sq. Yd.	5,200.00	\$1.25	\$6,500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
75	402.2.3.1	Furnish and Install HMA Pavement (4-inch)	Ton	1,200.00	\$71.50	\$85,800.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
76	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	2,499.89	\$8.00	\$19,999.12	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00

Contract 2-24
Utility and Street Construction
E. Doty Avenue

Doty Avenue							Pay Request No.1			Pay Request No.2					
Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate	Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate
77	706.1	Install and Maintain Traffic Control	Lump Sum	1.00	\$15,000.00	\$15,000.00	0.50	0.00	\$0.00	\$0.00	\$0.00	0.50	\$7,500.00	\$375.00	\$7,125.00
						\$823,798.71		\$0.00	\$0.00	\$0.00		\$7,500.00	\$375.00	\$7,125.00	
Total						\$2,295,807.21		\$372,936.75	\$18,646.84	\$354,289.91		\$210,764.88	\$10,538.24	\$200,226.63	

City of Neenah
Department of Public Works
Contractor Request for Payment

Contractor Name: Donald Hietpas & Sons		Contract No. 3-24	
Address: 1450 E North St		Contract Amount \$1,705,724.90	
City Little Chute WI 54140			
Name of Project		Sanitary & Storm Sewer, Water Main and Street Construction	
Location of Project		Bayview Road, Quarry Lane, and Reed Street	
Pay Request No. 3		For Period May 1, 2024 through May 31, 2024	

CONTRACT SUMMARY

Original Contract Amount	\$1,705,724.90
Net Amount of Change Order	\$0.00
Adjusted Contract Amount	<u>\$1,705,724.90</u>

WORK PERFORMED TO DATE

Work Performed to Date	\$688,504.91
Less Retainage of 5%. If different indicate here	\$34,425.24
Net Amount Earned to Date	\$654,079.67
Less Previous Payments	\$372,131.59

BALANCE DUE THIS PAYMENT




\$281,948.08

CONTRACT BREAKOUT

Street	Account Numbers	Project #	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Bayview Rd	046-5050-743.02-36	SEW16	\$68,856.00	\$68,856.00	\$0.00	\$19,909.04
Quarry Ln	046-5050-743.02-36	SEW01	\$570,000.00	\$387,050.00	\$50,036.50	\$146,906.56
Misc Repairs	049-5050-743.02-36	STW05	\$100,000.00	\$68,052.50	\$0.00	\$2,787.30
Bayview Rd	400-0499-770-9999	WO542	\$205,000.00	\$184,633.65	\$2,327.50	\$169,149.59
Quarry Ln	400-0499-770-9999	WO534	\$315,000.00	\$332,276.20	\$225,590.28	\$29,385.30
Reed St	400-0499-770-9999	WO544	\$10,000.00	\$19,964.90	\$0.00	\$0.00
Bayview Rd	012-4350-743.02-36	STR11	\$250,000.00	\$193,000.00	\$0.00	\$3,993.80
Quarry Ln	012-4350-743.02-36	STR04	\$500,000.00	\$376,891.65	\$3,993.80	\$0.00
Reed St	012-4350-743.02-36	STR12	\$97,000.00	\$75,000.00	\$0.00	\$0.00
			\$2,115,856.00	\$1,705,724.90	\$281,948.08	\$372,131.59

CERTIFICATION OF CONTRACTOR:

I certify that the foregoing is just and correct and the amount claimed is legally due after showing all just credits

Certified by Engineer		Date: 6-6-24
Certified by Public Works		Date: 6-10-2024
Certified by Water Utility		Date: 6/10/24
Certified by Contractor		Date:
Approved BPW _____		Date:
Approved Common Council (Final Payments Only) _____		Date:

Contract 3-24
Utility and Street Construction
Bayview Road, Quarry Lane, and Reed Street

Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.2				Pay Request No.3			
								Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate	Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate
1	101.3	Furnish and Relay 8-inch PVC Sanitary Sewer	Lin. Ft.	2,075.00	\$71.62	\$148,611.50	2,053	1,879.00	\$134,573.98	\$6,728.70	\$127,845.28	0.00	\$0.00	\$0.00	\$0.00
2	102.3	Furnish and Relay 6 inch Sanitary Lateral in ROW	Lin. Ft.	1,125.00	\$80.00	\$90,000.00	683	29.00	\$2,320.00	\$115.99	\$2,204.01	654.00	\$52,320.00	\$2,616.00	\$49,704.00
3	102.4	Furnish and Relay 6 inch Sanitary Lateral ROW to House	Lin. Ft.	75.00	\$50.00	\$3,750.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
4	102.6	Reconnect Lateral to Main	Each	2.00	\$350.00	\$700.00	2	1.00	\$350.00	\$17.50	\$332.50	1.00	\$350.00	\$17.50	\$332.50
5	103.1	Furnish and Pipeburst 4-inch Sanitary Lateral	Lin. Ft.	950.00	\$5.05	\$4,797.50	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
6	103.2	Furnish and Pipeburst 6-inch Sanitary Lateral	Lin. Ft.	200.00	\$7.07	\$1,414.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
7	103.3	Reconnect Sanitary Lateral at Foundation - Pipeburst	Each	2.00	\$1,010.00	\$2,020.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
8	103.4	Reconnect Under Basement Floor - Pipeburst	Each	43.00	\$2,525.00	\$108,575.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
9	103.6	Remove Building Footing to allow Pipeburst	Each	2.00	\$101.00	\$202.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
10	103.5	Extra Hole - Pipeburst	Each	2.00	\$505.00	\$1,010.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
11	104.1	Manhole	Ver. Ft.	34.00	\$525.00	\$17,850.00	44	32.98	\$17,314.50	\$865.73	\$16,448.77	0.00	\$0.00	\$0.00	\$0.00
12	105.2	Adjust Sanitary Manhole	Each	4.00	\$525.00	\$2,100.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
13	105.1	Abandon Sanitary Manhole	Each	2.00	\$500.00	\$1,000.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
14	105.6	Remove Sanitary Manhole	Each	6.00	\$400.00	\$2,400.00	7	6.00	\$2,400.00	\$120.00	\$2,280.00	0.00	\$0.00	\$0.00	\$0.00
15	106.1	Clean and Televiser Sewer (Sanitary only)	Lump Sum	1.00	\$2,620.00	\$2,620.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
Sanitary Sewer						\$387,050.00			\$156,958.48	\$7,847.92	\$149,110.56		\$52,670.00	\$2,633.50	\$50,036.50
16	9999.1	Furnish & Install 4-inch PVC C-900 Main	Lin. Ft.	5.00	\$267.00	\$1,335.00	4	4.00	\$1,068.00	\$53.40	\$1,014.60	0.00	\$0.00	\$0.00	\$0.00
17	201.1.1	Furnish & Install 6-inch PVC C-900 Main	Lin. Ft.	15.00	\$140.00	\$2,100.00	6	6.00	\$840.00	\$42.00	\$798.00	0.00	\$0.00	\$0.00	\$0.00
18	201.1.2	Furnish & Install 8-inch PVC C-900 Main	Lin. Ft.	3,465.00	\$81.65	\$282,917.25	3,259	301.00	\$24,576.65	\$1,228.83	\$23,347.82	1,653.00	\$134,967.45	\$6,748.37	\$128,219.08
19	202.1.2	Furnish & Install 1.25-inch PE Water Service in ROW by Trenching	Lin. Ft.	1,150.00	\$63.00	\$72,450.00	616	73.00	\$4,599.00	\$229.95	\$4,369.05	412.00	\$25,956.00	\$1,297.80	\$24,658.20

Contract 3-24
Utility and Street Construction
Bayview Road, Quarry Lane, and Reed Street

Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.2			Pay Request No.3				
								Contractor Completed This Period Quantity	Retainage Due this Period \$	Due this Estimate	Contractor Completed This Period Quantity	Retainage Due this Period \$	Due this Estimate		
20	202.6.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Drilling	Lin. Ft.	50.00	\$30.30	\$1,515.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
21	202.5.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Pulling	Lin. Ft.	50.00	\$30.30	\$1,515.00	14	14.00	\$424.20	\$21.21	\$402.99	0.00	\$0.00	\$0.00	\$0.00
22	202.7.1	Furnish & Install 1.25-inch PE Service from ROW to Structure by Pulling w/Sanitary Sewer Pipeburst	Lin. Ft.	900.00	\$5.05	\$4,545.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
23	202.8.1	Service from ROW to Structure by Excavation in same Trench as Sanitary Lateral	Lin. Ft.	50.00	\$5.05	\$252.50	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
24	202.9.2	Furnish & Install 1.25-inch Service Brass Set	Each	57.00	\$535.00	\$30,495.00	37	4.00	\$2,140.00	\$107.00	\$2,033.00	28.00	\$14,980.00	\$749.00	\$14,231.00
25	203.1.1	Furnish & Install Cathodic Protection to Water Service	Each	6.00	\$90.00	\$540.00	4	0.00	\$0.00	\$0.00	\$0.00	4.00	\$360.00	\$18.00	\$342.00
26	203.1.3	Structure	Each	41.00	\$505.00	\$20,705.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
27	203.1.4	Water Service Extra Hole (Pipeburst/Pulling)	Each	2.00	\$505.00	\$1,010.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
28	203.1.6	Abandon Valve Box	Each	4.00	\$200.00	\$800.00	7	0.00	\$0.00	\$0.00	\$0.00	6.00	\$1,200.00	\$60.00	\$1,140.00
29	203.1.7	Abandon Valve Manhole	Each	2.00	\$350.00	\$700.00	1	0.00	\$0.00	\$0.00	\$0.00	1.00	\$350.00	\$17.50	\$332.50
30	9999.2	tap and 8-inch valve (S. Park Avenue)	Each	1.00	\$6,025.00	\$6,025.00	1	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
31	9999.3	Furnish and install 10-inch sleeve (S. Park Avenue)	Each	1.00	\$3,250.00	\$3,250.00	1	1.00	\$3,250.00	\$162.50	\$3,087.50	0.00	\$0.00	\$0.00	\$0.00
32	204.2.4	Furnish & Install 8-inch MJRW Valve and Box	Each	11.00	\$2,620.00	\$28,820.00	10	0.00	\$0.00	\$0.00	\$0.00	6.00	\$15,720.00	\$786.00	\$14,934.00
33	205.1	Furnish & Install Hydrant, Lead and Valve	Each	10.00	\$7,580.00	\$75,800.00	11	2.00	\$15,160.00	\$758.00	\$14,402.00	6.00	\$45,480.00	\$2,274.00	\$43,206.00
34	205.2	Abandon Hydrant	Each	7.00	\$300.00	\$2,100.00	3	0.00	\$0.00	\$0.00	\$0.00	3.00	\$900.00	\$45.00	\$855.00
35	9999.4	Commercial Street @ Professional Plaza	Lump Sum	1.00	\$7,500.00	\$7,500.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00

Contract 3-24
Utility and Street Construction
Bayview Road, Quarry Lane, and Reed Street

Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.2			Pay Request No.3				
								Contractor Completed This Period Quantity	Retainage Due this Period \$	Due this Estimate	Contractor Completed This Period Quantity	Retainage Due this Period \$	Due this Estimate		
36	9999.5	and Install Hydrant on S. Commercial Street @ Peckham Street	Lump Sum	1.00	\$33,356.00	\$33,356.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
37	9999.6	Commercial Street @ Byrd Avenue	Lump Sum	1.00	\$8,500.00	\$8,500.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
38	9999.7	and Install Hydrant on S. Commercial Street @ Alcot Drive	Lump Sum	1.00	\$19,500.00	\$19,500.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
Water						\$605,730.75		\$52,057.85	\$2,602.89	\$49,454.96		\$239,913.45	\$11,995.67	\$227,917.78	
39	301.4	Furnish and Relay 10-inch Storm Sewer	Lin. Ft.	165.00	\$62.00	\$10,230.00	27	27.00	\$1,674.00	\$83.70	\$1,590.30	0.00	\$0.00	\$0.00	\$0.00
40	301.5	Furnish and Relay 12-inch Storm Sewer	Lin. Ft.	40.00	\$75.00	\$3,000.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
41	301	Furnish and Relay 18-inch Storm Sewer	Lin. Ft.	25.00	\$80.00	\$2,000.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
42	303.1	Furnish and Install 4-inch Storm Sewer Lateral	Lin. Ft.	400.00	\$47.00	\$18,800.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
43	304.1	Furnish and Install Sump pump Pit (separate)	Each	3.00	\$757.50	\$2,272.50	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
44	304.2	Furnish and Install Sump Pump pit w/ Sanitary Pipeburst	Each	6.00	\$505.00	\$3,030.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
45	305.1	Furnish and Install Catch Basin	Each	7.00	\$2,220.00	\$15,540.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
46	305.8	Adjust Storm Catch Basin	Each	2.00	\$550.00	\$1,100.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
47	305.9	Remove Storm Catch Basin	Each	7.00	\$300.00	\$2,100.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
48	306.1	Manhole	Ver. Ft.	7.00	\$760.00	\$5,320.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
49	306.8	Adjust Storm Manhole	Each	4.00	\$550.00	\$2,200.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
50	306.9	Remove Storm Manhole	Each	3.00	\$400.00	\$1,200.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
51	308.2.4	Install and Maintain Type "D" Inlet Protection	Each	14.00	\$90.00	\$1,260.00	14	14.00	\$1,260.00	\$63.00	\$1,197.00	0.00	\$0.00	\$0.00	\$0.00
Storm Water						\$68,052.50		\$2,934.00	\$146.70	\$2,787.30		\$0.00	\$0.00	\$0.00	
52	402.2.6.	Remove Existing Pavement and Maintain Utility Trench	Lin. Ft.	7,500.00	\$1.00	\$7,500.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
53	405.1	Sawcut Existing Bituminous Pavement	Lin. Ft.	1,000.00	\$1.00	\$1,000.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00

Contract 3-24
Utility and Street Construction
Bayview Road, Quarry Lane, and Reed Street

Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.2			Pay Request No.3				
								Contractor Completed This Period Quantity	Retainage Due this Period \$	Due this Estimate	Contractor Completed This Period Quantity	Retainage Due this Period \$	Due this Estimate		
54	405.2	Sawcut Existing Concrete Pavement	Lin. Ft.	850.00	\$2.50	\$2,125.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
55	402.2.6.	Remove Existing Bituminous Pavement	Sq. Yd.	11,500.00	\$0.75	\$8,625.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
56	402.2.6.	Remove Concrete Pavement	Sq. Yd.	510.00	\$5.00	\$2,550.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
57	403.2.5.	Gutter	Lin. Ft.	4,230.00	\$2.75	\$11,632.50	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
58	404.4.5	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	8,000.00	\$0.50	\$4,000.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
59	402.1.7.4	Unclassified Excavation	Cu. Yd.	6,250.00	\$11.00	\$68,750.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
60	402.1.4.	Furnish and Install Geogrid	Sq. Yd.	10,400.00	\$2.10	\$21,840.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
61	401.1.1	Furnish and Install Crushed Aggregate Base	Ton	8,500.00	\$15.75	\$133,875.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
62	402.1.1.6	Furnish and Install 8-inch Concrete Pavement	Sq. Yd.	275.00	\$77.75	\$21,381.25	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
63	403.2.1.7	Concrete Curb and Gutter (continuous)	Lin. Ft.	3,830.00	\$15.50	\$59,365.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
64	403.2.1.4	Furnish and Install 30-inch Concrete Curb and Gutter (repair)	Lin. Ft.	400.00	\$49.00	\$19,600.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
65	404.3.2	Furnish and Install 6-inch Concrete Sidewalk/Driveway	Sq. Ft.	3,500.00	\$8.30	\$29,050.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
66	404.1.1	Furnish and Install 4" Concrete Sidewalk	Sq. Ft.	4,500.00	\$8.55	\$38,475.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
67	706.2	Install Detectable Warning Fields (supplied by City)	Each	14.00	\$75.00	\$1,050.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
68	402.1.5.	Furnish and Install 1/2-inch rods	Lin. Ft.	200.00	\$1.00	\$200.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
69	402.1.7.3	Fine Grade Roadway	Sq. Yd.	10,000.00	\$1.26	\$12,600.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
70	402.2.3.	Furnish and Install HMA Pavement (4-inch)	Ton	2,220.00	\$67.77	\$150,449.40	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
71	9999.8	Furnish and Intall 4-inch HMA pavement repair	Sq. Yd.	1,225.00	\$18.08	\$22,148.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
72	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	2,750.00	\$7.37	\$20,267.50	0	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
73	706.1	Control	Lump Sum	1.00	\$8,408.00	\$8,408.00	1	0.50	\$4,204.00	\$210.20	\$3,993.80	0.50	\$4,204.00	\$210.20	\$3,993.80

Contract 3-24
 Utility and Street Construction
 Bayview Road, Quarry Lane, and Reed Street

Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.2			Pay Request No.3			
								Contractor Completed This Period Quantity	Retainage Due this Period \$	Due this Estimate	Contractor Completed This Period Quantity	Retainage Due this Period \$	Due this Estimate	
Street Construction						<u>\$644,891.65</u>		<u>\$4,204.00</u>	<u>\$210.20</u>	<u>\$3,993.80</u>		<u>\$4,204.00</u>	<u>\$210.20</u>	<u>\$3,993.80</u>
Total						<u>\$1,705,724.90</u>		<u>\$216,154.33</u>	<u>\$10,807.71</u>	<u>\$205,346.62</u>		<u>\$296,787.45</u>	<u>\$14,839.37</u>	<u>\$281,948.08</u>

**City of Neenah
Department of Public Works
Contractor Request for Payment**

Contractor Name: Scott Lamers Construction		Contract No. 4-24	
Address: W4527 Cty Rd KK		Contract Amount \$366,812.00	
City Kaukauna WI 54140			
Name of Project		Sanitary & Storm Sewer, Water Main and Street Construction	
Location of Project		S. Park Easement	
Pay Request No.	1	For Period	May 1, 2024 through May 31, 2024

CONTRACT SUMMARY

Original Contract Amount	\$366,812.00
Net Amount of Change Order	\$0.00
Adjusted Contract Amount	<u>\$366,812.00</u>

WORK PERFORMED TO DATE

Work Performed to Date	\$19,705.00
Less Retainage of 5%. If different indicate here _____	\$985.25
Net Amount Earned to Date	\$18,719.75
Less Previous Payments	\$0.00


BALANCE DUE THIS PAYMENT **\$18,719.75**

CONTRACT BREAKOUT

Account Numbers	Project #	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
S. Park Easement 046-5050-743.02-36	SEW08	\$390,000.00	\$169,603.00	\$0.00	\$0.00
S. Park Easement 400-0499-770-9999	WO543	\$347,000.00	\$197,209.00	\$18,719.75	\$0.00
		\$737,000.00	\$366,812.00	\$18,719.75	\$0.00

CERTIFICATION OF CONTRACTOR:

I certify that the foregoing is just and correct and the amount claimed is legally due after showing all just credits

Certified by Engineer	_____	Date:
Certified by Public Works	_____	Date:
Certified by Water Utility		Date: 6/6/2024
Certified by Contractor	_____	Date:
	Approved BPW _____	Date:
	Approved Common Council (Final Payments Only)	Date:

Contract 4-24
Sanitary Sewer and Water Main
S. Park Easement

Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.1			Due this Estimate
								Contractor Completed This Period Quantity	\$	Retainage Due this Period	
1	9999.1	Furnish and Pipeburst 8-inch HDPE SDR 17 Sanitary Sewer	Lin. Ft.	1,456.00	\$73.00	\$106,288.00	0.00	0.00	\$0.00	\$0.00	\$0.00
2	9999.2	Furnish and Relay 6 inch Sanitary Lateral	Lin. Ft.	20.00	\$60.00	\$1,200.00	0.00	0.00	\$0.00	\$0.00	\$0.00
3	102.6	Reconnect Lateral to Main	Each	14.00	\$1,475.00	\$20,650.00	0.00	0.00	\$0.00	\$0.00	\$0.00
4	103.1	Furnish and Pipeburst 4-inch Sanitary Lateral	Lin. Ft.	558.00	\$5.00	\$2,790.00	0.00	0.00	\$0.00	\$0.00	\$0.00
5	103.2	Furnish and Pipeburst 6-inch Sanitary Lateral	Lin. Ft.	100.00	\$30.00	\$3,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00
6	103.4	Reconnect Under Basement Floor - Pipeburst	Each	8.00	\$2,850.00	\$22,800.00	0.00	0.00	\$0.00	\$0.00	\$0.00
7	103.6	Remove Building Footing to allow Pipeburst	Each	2.00	\$300.00	\$600.00	0.00	0.00	\$0.00	\$0.00	\$0.00
8	9999.3	Adjust Sanitary Manhole & Install New Frame & Cover	Each	7.00	\$150.00	\$1,050.00	0.00	0.00	\$0.00	\$0.00	\$0.00
9	106.5	Clean and Televiser Sanitary Sewer & Laterals	Lump Sum	1.00	\$4,200.00	\$4,200.00	0.00	0.00	\$0.00	\$0.00	\$0.00
25	304.2	Furnish & Install Sump Pump Pit w/ Sanitary Pipeburst	Each	2.00	\$300.00	\$600.00	0.00	0.00	\$0.00	\$0.00	\$0.00
26	304.1	Furnish & Install Sump Pump Pit Separate from Pipeburst Pit	Each	1.00	\$500.00	\$500.00	0.00	0.00	\$0.00	\$0.00	\$0.00
27	9999.9	Restore Lawn: Furnish & Install Topsoil, Seed and Hydromulch	Sq. Yds.	275.00	\$9.00	\$2,475.00	0.00	0.00	\$0.00	\$0.00	\$0.00
28	9999.1	Furnish & Install Cold Patch	Sq. Yds.	17.50	\$150.00	\$2,625.00	0.00	0.00	\$0.00	\$0.00	\$0.00
29	706.1	Install & Maintain Traffic Control	Lump Sum	0.50	\$1,650.00	\$825.00	0.00	0.00	\$0.00	\$0.00	\$0.00
						\$169,603.00	0.00	0.00	\$0.00	\$0.00	\$0.00

Contract 4-24
Sanitary Sewer and Water Main
S. Park Easement

Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.1			Due this Estimate
								Contractor Completed This Period Quantity	Contractor Completed This Period \$	Retainage Due this Period	
10	9999.4	Furnish & Pipeburst 6-inch DR 11 Water Main	Lin. Ft.	1,157.00	\$75.00	\$86,775.00	0.00	0.00	\$0.00	\$0.00	\$0.00
11	9999.5	Furnish & Install 1.25-inch PE Water Service by Trenching	Lin. Ft.	115.00	\$50.00	\$5,750.00	0.00	0.00	\$0.00	\$0.00	\$0.00
12	202.5.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Pulling	Lin. Ft.	50.00	\$50.00	\$2,500.00	0.00	0.00	\$0.00	\$0.00	\$0.00
13	202.6.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Drilling	Lin. Ft.	635.00	\$25.00	\$15,875.00	709.00	709.00	\$17,725.00	\$886.25	\$16,838.75
14	202.7.1	Furnish & Install 1.25-inch PE Service from ROW to Structure by Pulling w/Sanitary Sewer Pipeburst	Lin. Ft.	608.00	\$3.00	\$1,824.00	0.00	0.00	\$0.00	\$0.00	\$0.00
15	202.8.1	Furnish & Install 1.25-inch PE Service from ROW to Structure by Excavation in same Trench as Sanitary Lateral	Lin. Ft.	30.00	\$3.00	\$90.00	0.00	0.00	\$0.00	\$0.00	\$0.00
16	202.9.2	Furnish & Install 1.25-inch Service Brass Set	Each	13.00	\$1,400.00	\$18,200.00	0.00	0.00	\$0.00	\$0.00	\$0.00
17	9999.6	Reconnect 1.25-inch Service to Main	Each	1.00	\$1,000.00	\$1,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00
18	203.1.1	Furnish & Install Cathodic Protection to Water Service	Each	13.00	\$100.00	\$1,300.00	2.00	2.00	\$200.00	\$10.00	\$190.00
19	203.1.3	Water Service Connection to Structure	Each	8.00	\$890.00	\$7,120.00	2.00	2.00	\$1,780.00	\$89.00	\$1,691.00
20	203.1.7	Abandon Valve Manhole	Each	2.00	\$500.00	\$1,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00

Contract 4-24
Sanitary Sewer and Water Main
S. Park Easement

Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.1			Due this Estimate
								Contractor Completed This Period Quantity	Completed This Period \$	Retainage Due this Period	
21	9999.7	Furnish & Install 6-inch MJRW Valve and Box	Each	3.00	\$4,900.00	\$14,700.00	0.00	0.00	\$0.00	\$0.00	\$0.00
22	205.1	Furnish & Install Hydrant, Lead and Valve	Each	2.00	\$9,950.00	\$19,900.00	0.00	0.00	\$0.00	\$0.00	\$0.00
23	9999.8	Furnish & Install Hydrant	Each	1.00	\$7,250.00	\$7,250.00	0.00	0.00	\$0.00	\$0.00	\$0.00
24	205.2	Abandon Hydrant	Each	1.00	\$500.00	\$500.00	0.00	0.00	\$0.00	\$0.00	\$0.00
30	9999.11	Furnish & Install Temporary Water to Structures	Lump Sum	1.00	\$7,500.00	\$7,500.00	0.00	0.00	\$0.00	\$0.00	\$0.00
27	9999.9	Restore Lawn: Furnish & Install Topsoil, Seed and Hydromulch	Sq. Yds.	275.00	\$9.00	\$2,475.00	0.00	0.00	\$0.00	\$0.00	\$0.00
28	9999.1	Furnish & Install Cold Patch	Sq. Yds.	17.50	\$150.00	\$2,625.00	0.00	0.00	\$0.00	\$0.00	\$0.00
29	706.1	Install & Maintain Traffic Control	Lump Sum	0.50	\$1,650.00	\$825.00	0.00	0.00	\$0.00	\$0.00	\$0.00
						\$197,209.00			\$19,705.00	\$985.25	\$18,719.75
Total						\$366,812.00			\$19,705.00	\$985.25	\$18,719.75

**City of Neenah
Department of Public Works
Contractor Request for Payment**

Contractor Name: MCC, Inc.		Contract No.	6-24
Address: 2600 N. Romer Rd		Contract Amount	\$573,435.19
City: Green Bay WI 54311			
Name of Project		Curb & Gutter, Stormwater, Street Overlay, and Trail Parking	
Location of Project		Jewelers Park Drive	
Pay Request No.	1	For Period	May 1, 2024 through May 31, 2024

CONTRACT SUMMARY

Original Contract Amount	\$573,435.19
Net Amount of Change Order	\$0.00
Adjusted Contract Amount	<u>\$573,435.19</u>

WORK PERFORMED TO DATE

Work Performed to Date	\$213,625.50
Less Retainage of 5%. If different indicate here _____	\$10,681.28
Net Amount Earned to Date	\$202,944.22
Less Previous Payments	\$0.00

BALANCE DUE THIS PAYMENT

\$202,944.22

CONTRACT BREAKOUT

	Account Numbers	Project #	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Curb/Gutter/Strm Wtr	032-2450-743.02-06	TF1203	\$400,000.00	\$350,000.00	\$192,223.96	\$0.00
Street Overlay	032-2450-743.02-06	TF1204	\$250,000.00	\$198,435.19	\$10,720.26	\$0.00
Trail Parking	032-2450-743.02-06	TF1205	\$50,000.00	\$25,000.00	\$0.00	\$0.00
			\$700,000.00	\$573,435.19	\$202,944.22	\$0.00

CERTIFICATION OF CONTRACTOR:

I certify that the foregoing is just and correct and the amount claimed is legally due after showing all just credits

Certified by Engineer	Date:
Certified by Public Works	Date:
Certified by Water Utility	Date:
Certified by Contractor	Date:
Approved BPW _____	Date:
Approved Common Council (Final Payments Only)	Date:

Contract 6-24
Street, Curb and Gutter Construction
Jewelers Park Drive

Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.1			
								Contractor Completed This Period Quantity	\$	Retainage Due this Period	Due this Estimate
1	301.4	Furnish, Install & Relay 10-inch Storm Sewer	Lin. Ft.	210.00	\$54.18	\$11,377.80	223.00	223.00	\$12,082.14	\$604.11	\$11,478.03
2	302.3.2	Furnish & Install 15-inch Storm Sewer Pipe Reinforced Concrete (RCP)	Lin. Ft.	209.00	\$55.74	\$11,649.66	204.00	204.00	\$11,370.96	\$568.55	\$10,802.41
3	302.3.5	Furnish & Install 24-inch Storm Sewer Pipe Reinforced Concrete (RCP)	Lin. Ft.	451.00	\$73.95	\$33,351.45	447.00	447.00	\$33,055.65	\$1,652.78	\$31,402.87
4	305.1	Furnish & Install Standard Catch Basin	Each	10.00	\$2,751.61	\$27,516.10	10.00	10.00	\$27,516.10	\$1,375.81	\$26,140.29
5	305.7	Adjust Storm Catch Basin	Each	4.00	\$835.04	\$3,340.16	2.00	2.00	\$1,670.08	\$83.50	\$1,586.58
6	306.1	Furnish & Install Standard Storm Manhole	Each	15.40	\$910.50	\$14,021.70	15.00	15.00	\$13,657.50	\$682.88	\$12,974.62
7	306.6	Adjust Storm Manhole	Each	8.00	\$895.41	\$7,163.28	0.00	0.00	\$0.00	\$0.00	\$0.00
8	305.8	Remove Storm Catch Basin	Each	3.00	\$452.73	\$1,358.19	2.00	2.00	\$905.46	\$45.27	\$860.19
9	308.3.3	Install & Maintain Riprap Medium	Cu. Yd.	120.00	\$62.22	\$7,466.40	0.00	0.00	\$0.00	\$0.00	\$0.00
10	309.5	Clean and Televis (Storm Only)	Lump Sum	1.00	\$2,188.21	\$2,188.21	1.00	1.00	\$2,188.21	\$109.41	\$2,078.80
11	308.2.5	Install & Maintain Type "D" Inlet Protection	Each	20.00	\$100.61	\$2,012.20	20.00	20.00	\$2,012.20	\$100.61	\$1,911.59
						\$121,445.15			\$104,458.30	\$5,222.92	\$99,235.38
12	405.4	Sawcut Existing HMA Pavement	Lin. Ft.	25.00	\$2.50	\$62.50	30.00	30.00	\$75.00	\$3.75	\$71.25
13	402.2.6.3	Pulverize Existing HMA Pavment	Sq. Yd.	10,000.00	\$0.65	\$6,500.00	10,000.00	10,000.00	\$6,500.00	\$325.00	\$6,175.00
14	403.2.5.1	Remove Concrete Curb and Gutter	Lin. Ft.	2,000.00	\$2.66	\$5,320.00	1,800.00	1,800.00	\$4,788.00	\$239.40	\$4,548.60
15	404.4.4	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	1,400.00	\$0.60	\$840.00	1,000.00	1,000.00	\$600.00	\$30.00	\$570.00
16	402.1.7.4	Unclassified Excavation	Cu. Yd.	500.00	\$11.13	\$5,565.00	375.00	375.00	\$4,173.75	\$208.69	\$3,965.06
17	402.1.4.11	Furnish and Install Geogrid	Sq. Yd.	1,000.00	\$1.60	\$1,600.00	0.00	0.00	\$0.00	\$0.00	\$0.00
18	401.1.1	Furnish and Install Base Crushed Aggregate Base	Ton	1,000.00	\$15.84	\$15,840.00	0.00	0.00	\$0.00	\$0.00	\$0.00
19	403.2.1.7	Furnish & Install 30-inch Concrete Curb and Gutter (continuous)	Lin. Ft.	6,500.00	\$14.56	\$94,640.00	5,293.50	5,293.50	\$77,073.36	\$3,853.67	\$73,219.69
20	403.2.1.8	Furnish & Install 30-inch Concrete Curb and Gutter (repair)	Lin. Ft.	100.00	\$45.27	\$4,527.00	0.00	0.00	\$0.00	\$0.00	\$0.00

Contract 6-24
Street, Curb and Gutter Construction
Jewelers Park Drive

							Pay Request No.1				
21	402.1.7.1	Furnish and Install Concrete Flume	Each	8.00	\$477.89	\$3,823.12	0.00	0.00	\$0.00	\$0.00	\$0.00
22	404.3.2	Furnish & Install 7-inch Concrete Sidewalk/Driveway	Sq. Ft.	1,400.00	\$7.80	\$10,920.00	800.00	800.00	\$6,240.00	\$312.00	\$5,928.00
23	402.1.5.1	Furnish and Install 1/2-inch rods	Lin. Ft.	350.00	\$2.01	\$703.50	20.00	20.00	\$40.20	\$2.01	\$38.19
24	402.1.7.5	Fine Grade Road Base	Sq. Yd.	10,250.00	\$1.79	\$18,347.50	0.00	0.00	\$0.00	\$0.00	\$0.00
25	9999.1	Furnish & Install HMA Pavement (3-4.5-Inch)	Ton	2,350.00	\$71.96	\$169,106.00	0.00	0.00	\$0.00	\$0.00	\$0.00
26	9999.2	Reinstall Guardrail with New Blocks and Hardware (salvage posts and rail)	Lin. Ft.	1,800.00	\$19.52	\$35,136.00	450.00	450.00	\$8,784.00	\$439.20	\$8,344.80
27	9999.3	Furnish New Posts as Needed	Each	25.00	\$42.76	\$1,069.00	0.00	0.00	\$0.00	\$0.00	\$0.00
28	9999.4	Furnish and Install Midwest Guardrail System Energy Absorbing Terminal	Each	2.00	\$3,697.32	\$7,394.64	0.00	0.00	\$0.00	\$0.00	\$0.00
29	9999.5	Fill and Regrade Swale	Lin. Ft.	800.00	\$15.90	\$12,720.00	0.00	0.00	\$0.00	\$0.00	\$0.00
30	505.2	Furnish & Install Topsoil, Seed, Fertilizer	Sq. Yd.	7,000.00	\$7.17	\$50,190.00	0.00	0.00	\$0.00	\$0.00	\$0.00
31	505.3	Furnish & Install Hydromulch	Sq. Yd.	4,500.00	\$0.50	\$2,250.00	0.00	0.00	\$0.00	\$0.00	\$0.00
32	9999.6	Furnish and install Erosion Matting (Slope/Swale Restoration)	Sq. Yd.	2,500.00	\$1.46	\$3,650.00	0.00	0.00	\$0.00	\$0.00	\$0.00
33	706.1	Install and Maintain Traffic Control	Lump Sum	1.00	\$1,785.78	\$1,785.78	0.50	0.50	\$892.89	\$44.64	\$848.25
						\$451,990.04			\$109,167.20	\$5,458.36	\$103,708.84
						\$573,435.19			\$213,625.50	\$10,681.28	\$202,944.22

**City of Neenah
Department of Public Works
Contractor Request for Payment**

Contractor Name: Jim Fischer, Inc.		Contract No.	7-24
Address: 2635 S. Casaloma Dr		Contract Amount	\$537,225.00
City: Appleton WI 54914			
Name of Project		Concrete Pavement, Sidewalk Repair and New Sidewalk	
Location of Project		Various sites for repairs/New Sidewalk on Plummer Ct and Baldwin St	
Pay Request No.	1	For Period	

CONTRACT SUMMARY

Original Contract Amount	\$537,225.00
Net Amount of Change Order	\$0.00
Adjusted Contract Amount	<u>\$537,225.00</u>

WORK PERFORMED TO DATE

Work Performed to Date	\$145,085.12
Less Retainage of 5%. If different indicate here	\$7,254.26
Net Amount Earned to Date	\$137,830.86
Less Previous Payments	\$0.00

BALANCE DUE THIS PAYMENT

\$137,830.86

CONTRACT BREAKOUT

	Account Numbers	Project #	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
San-Pavement Repair	046-5050-743.02-36	SEW10	\$200,000.00	\$5,000.00	\$0.00	\$0.00
San Misc Repairs	046-5050-743.02-36	SEW16	\$531,933.00	\$0.00	\$0.00	\$0.00
Storm-Pavement Repairs	046-5050-743.02-36	STW10	\$60,000.00	\$15,000.00	\$0.00	\$0.00
Storm Misc Repairs-CF	046-5050-743.02-36	STW05	\$303,276.00	\$0.00	\$0.00	\$0.00
Storm Misc Repairs	046-5050-743.02-36	STW05	\$100,000.00	\$0.00	\$0.00	\$0.00
Water-Hydrants	400-0499-770-9999	WO532	\$40,000.00	\$620.00	\$0.00	\$0.00
Water-Misc Services	400-0499-770-9999	WO533	\$100,000.00	\$2,816.00	\$0.00	\$0.00
Water Mait Mains	400-0402-770-6730		\$250,000.00	\$7,352.50	\$0.00	\$0.00
Water Main Services	400-0402-770-6750		\$10,000.00	\$3,330.00	\$0.00	\$0.00
Street Misc Rpr-CF	012-5150-743.02-36	SM01	\$71,406.00	\$71,406.00	\$0.00	\$0.00
Street Misc Rpr	012-5150-743.02-36	SM01	\$200,000.00	\$3,700.50	\$0.00	\$0.00
Sidewalk-Plummer Ct	012-5350-743.02-36	SDW02	\$64,000.00	\$57,000.00	\$0.00	\$0.00
Sidewalk-Baldwin St	012-5350-743.02-36	SDW03	\$170,000.00	\$190,000.00	\$137,830.86	\$0.00
Sidewalk-Misc Rpr	012-5350-743.02-36	SDW01	\$150,000.00	\$102,000.00	\$0.00	\$0.00
Trails-Industrial Dr	012-4350-743.02-36	GR01	\$81,456.00	\$79,000.00	\$0.00	\$0.00
			\$2,332,071.00	\$537,225.00	\$137,830.86	\$0.00

CERTIFICATION OF CONTRACTOR:

I certify that the foregoing is just and correct and the amount claimed is legally due after showing all just credits

Certified by Engineer		Date: 5/29/24
Certified by Public Works		Date: 6/10/2024
Certified by Water Utility		Date:
Certified by Contractor		Date:
	Approved BPW _____	Date:
	Approved Common Council (Final Payments Only)	Date:

Contract 7-24
Concrete Pavement and Sidewalk Repairs
Sidewalk Installation on Baldwin Street and Plummer Ct

Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.1			Due this Estimate
								Contractor Completed This Period Quantity	\$	Retainage Due this Period	
1	404.4.4	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	19,500.00	\$2.10	\$40,950.00	0	0.00	\$0.00	\$0.00	\$0.00
2	403.2.5.1	Remove Concrete Curb and Gutter	Lin. Ft.	400.00	\$4.50	\$1,800.00	67	67.40	\$303.30	\$15.17	\$288.13
3	404.4.1	Furnish & Install 4-inch Concrete Sidewalk Repair	Sq. Ft.	28,000.00	\$7.20	\$201,600.00	17,103	17,103.00	\$123,141.60	\$6,157.08	\$116,984.52
4	9999.1	Furnish & Install 6-inch Concrete SW/DW/Trail Repair	Sq.Ft.	14,000.00	\$8.40	\$117,600.00	1,247	1,246.64	\$10,471.78	\$523.59	\$9,948.19
5	403.2.1.1	Furnish & Install Concrete Curb & Gutter	Lin. Ft.	400.00	\$52.00	\$20,800.00	0	0.00	\$0.00	\$0.00	\$0.00
6	402.1.6.7	8" Concrete Pavement Repair	Sq. Yd.	400.00	\$102.00	\$40,800.00	93	93.22	\$9,508.44	\$475.42	\$9,033.02
7	402.1.6.8	8" Concrete Pavement Repair HES (7 bag)	Sq. Yd.	50.00	\$108.00	\$5,400.00	0	0.00	\$0.00	\$0.00	\$0.00
8	402.1.6.9	8" Concrete Pavement Repair HES (9 bag)	Sq. Yd.	50.00	\$110.00	\$5,500.00	0	0.00	\$0.00	\$0.00	\$0.00
9	402.1.6.11	9" Concrete Pavement Repair	Sq. Yd.	100.00	\$104.00	\$10,400.00	0	0.00	\$0.00	\$0.00	\$0.00
10	402.1.6.12	9" Concrete Pavement Repair HES (7 bag)	Sq. Yd.	100.00	\$112.00	\$11,200.00	0	0.00	\$0.00	\$0.00	\$0.00
11	402.1.6.13	9" Concrete Pavement Repair HES (9 bag)	Sq. Yd.	100.00	\$120.00	\$12,000.00	0	0.00	\$0.00	\$0.00	\$0.00
12	405.3	Full Depth Saw Cut (concrete pavement)	Lin. Ft.	2,500.00	\$4.00	\$10,000.00	0	0.00	\$0.00	\$0.00	\$0.00
13	402.1.5.1	Furnish and Install 1/2-inch rods	Lin. Ft.	500.00	\$5.00	\$2,500.00	0	0.00	\$0.00	\$0.00	\$0.00
14	402.1.5.2	Furnish and Install Drilled Tie Bars	Each	1,000.00	\$8.00	\$8,000.00	0	0.00	\$0.00	\$0.00	\$0.00
15	402.1.5.3	Furnish and Install Drilled Dowel Bars	Each	2,000.00	\$13.50	\$27,000.00	0	0.00	\$0.00	\$0.00	\$0.00
16	402.1.7.3	Furnish and Install Cross Stitch	Each	20.00	\$40.00	\$800.00	0	0.00	\$0.00	\$0.00	\$0.00
17	105.2	Adjust Sanitary Manhole	Each	5.00	\$375.00	\$1,875.00	0	0.00	\$0.00	\$0.00	\$0.00
18	305.7	Adjust Storm Catch Basin	Each	20.00	\$400.00	\$8,000.00	0	0.00	\$0.00	\$0.00	\$0.00
19	403.2.4.7	Install Detectable Warning Fields (Furnished by City)	Each	30.00	\$40.00	\$1,200.00	4	4.00	\$160.00	\$8.00	\$152.00
20	9999.2	Route, Clean, and Seal Existing Concrete Crack/Joint	Lin. Ft.	200.00	\$6.50	\$1,300.00	0	0.00	\$0.00	\$0.00	\$0.00

Contract 7-24
 Concrete Pavement and Sidewalk Repairs
 Sidewalk Installation on Baldwin Street and Plummer Ct

							Pay Request No.1				
21	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	100.00	\$15.00	\$1,500.00	100	100.00	\$1,500.00	\$75.00	\$1,425.00
22	706.1	Install and Maintain Traffic Control	Lump Sum	1.00	\$7,000.00	\$7,000.00	0	0.00	\$0.00	\$0.00	\$0.00
Total						<u>\$537,225.00</u>			<u>\$145,085.12</u>	<u>\$7,254.26</u>	<u>\$137,830.86</u>



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: May 28, 2024

TO: Board of Public Works and the Neenah Waterworks Commission

FROM: Anthony L. Mach

RE: Award Contract 2-24W Booster Station Contract B

On May 21, 2024, Water Utility staff in conjunction with staff from McMahon opened and read aloud sealed bids for Booster Station Contract B. Two bids were received along with alternative bids for each, and all were evaluated. Attached is the bid tabulation. The low base bid was submitted by Sabel Mechanical, LLC for \$724,900.00. The originally budgeted amount for this portion of the project is \$600,000.00.

Staff recommends the base bid for Contract 2-24W Booster Station Contract B to Sabel Mechanical, LLC in the amount of \$724,900.00 and to recommend said award to the Waterworks Commission.



May 21, 2024

Neenah Water Utility
211 Walnut Street
Neenah, WI 54956

Re: Neenah Water Utility
Water Booster Station
Process, Mechanical, Electrical, & Plumbing Construction
Letter of Recommendation
McM. No. N0002-09-22-00496-B

On May 21, 2024, bids were received via QuestCND online bidding services for the above referenced project. Three (3) bids were received, with Base Bids ranging in price from \$724,900.00 to \$756,000.00 and Alternate Bids ranging in price from \$64,000.00 to \$88,000.00 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract N0002-09-22-00496-B to the low bidder, Sabel Mechanical, LLC, in the amount of \$724,900.00 (Base Bid only).

If you agree with our recommendation, please date and sign the enclosed Notices of Award, and return all copies to our office for incorporation into the Contract Documents.

If you have any questions, please feel free to contact me.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in blue ink, appearing to read "ASK".

Anthony S. Kappell, P.E.
Associate / Senior Water & Wastewater Engineer

ASK:jlh

Enclosures: Notice of Awards (3 copies each)
Bid Tabulation



BID TABULATION

Owner:	Neenah Water Utility
Project Name:	Water Booster Station Process, Mechanical, Electrical, & Plumbing Construction
Contract No.	N0002-09-22-00496-B
Bid Date:	Tuesday, May 21, 2024
Bid Time:	Received until 11:00 a.m., local time
Project Manager:	Anthony S. Kappell, P.E.

Contract No. N0002-09-22-00496-B	ROHDE BROTHERS, INC. W5745 Woodchuck Lane PO Box 409 Plymouth, WI 53073	SABEL MECHANICAL, LLC W3150 County Road H Fond du Lac, WI 54937	AUGUST WINTER & SONS, INC. 2323 N. Roemer Road PO Box 1896 Appleton, WI 54912-1896
BASE BID	\$729,000	\$724,900	\$756,000
ALTERNATE BID #1	\$64,000	\$85,000	\$88,000
Bid Security - 5%	Yes	Yes	Yes
Addenda - #1	Yes	Yes	Yes



M E M O R A N D U M

DATE: June 12, 2024
TO: Mayor Lang and Members of the Board of Public Works
FROM: Brad Schmidt, AICP, Deputy Director of Community Development
RE: Development and Fee Agreement – Third Addition to 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 Third Addition to The Homes at Freedom Meadows 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 27 single-family residential lots located west of Woodenshoe Road. The land is zoned R-1, Single-Family Residence District. This subdivision is the fourth phase of the Homes at Freedom Meadows subdivision.

The Developer is responsible for installing public utilities (water, sanitary sewer, and storm water). The City will inspect the installation of those utilities prior to accepting them as public. Additional costs are held in an escrow account including future sidewalk along Valor Place, Founders Street and Liberty Avenue.

Upon approval of the proposed development agreement, the Developer will purchase, from the City, the land for **\$79,814.71**.

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) - **\$10,126.20**
- Oversized Sanitary Sewer Fee (\$1000/acre) - **\$10,126.20**
- Street Trees (\$200/lot) – **\$5,400**
- Storm water Management Fee (\$200+\$75/lot) - **\$2,225**
- Oversized Water Main Fee (\$2,240.95/acre) - **\$22,692.31**
- Inspection Fees (Billed to Developer) – Water Inspection (**\$5,100**) and DPW Inspection (**\$2,500**)
- Storm Water Pond Construction (Reimbursement to City) **\$36,389.82**

An appropriate action at this time is to recommend Common Council approve the Third Addition to The Homes at Freedom Meadows Subdivision Development and Fee 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 the Northwest 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin, containing 441,099 Square Feet (10.1262 Ac) of land described as follows:

Commencing at the East 1/4 corner of Section 01, Township 19 North, Range 16 East; thence, along the North line of said Section 01, S88°52'57"W, 1568.26 feet to Northwest corner of Outlot 6 of 2nd Addition to The Homes at Freedom Meadows, said point also being the point of beginning; thence, along the West line of said Outlot 6 and the extension thereof, S01°07'03"E, 377.95 feet to the South right of way line of Valor Place as currently platted; thence, along said South right of way line, N89°06'34"E, 192.60 feet to a point on a Westerly line of 2nd Addition to The Homes at Freedom Meadows; thence, along said Westerly line, S00°53'26"E, 50.00 feet to a bend point on said Westerly line; thence, continuing along said Westerly line, S24°42'39"W, 673.64 feet to the Northerly line of lands annexed by City of Neenah in Document No 1912110; thence, along said Northerly line, 79.43 feet along the arc of a curve to the right with a radius of 270.00 feet and a chord of 79.15 feet which bears N73°51'52"W; thence, continuing along said Northerly line, N65°26'10"W, 163.11 feet; thence, continuing along said Northerly line, 78.37 feet along the arc of a curve to the left with a radius of 180.00 feet and a chord of 77.75 feet which bears N77°54'33"W; thence, continuing along said Northerly line, S89°37'05"W, 49.59 feet; thence, N04°11'17"E, 745.71 feet; thence, N01°07'03"W, 179.98 feet to said North line of the Southeast 1/4; thence, along said North line, N88°52'57"E, 380.00 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.: 8-11-4000-00-06

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 "Third Addition to 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 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 Homes at Freedom Meadows (Outlot 2 in the First Addition to the Homes at Freedom Meadows). 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 V 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 (Third Addition to The Homes at Freedom Meadows) which accounts for 10.13 acres at a price of \$7,882/acre for a total sales price of \$79,814.71. 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
- Valor Place

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:

- removing 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;
- placing 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;
- providing any City mandated dust control.

If during the time prior to the City accepting maintenance responsibility, the Developer fails to maintain the gravel streets in a manner acceptable to the City, the City shall, after a 48-hour notice to the Developer, perform the required maintenance on the gravel street and bill all costs for this maintenance work to the Developer.

Two-Inch Asphalt Mat. The Developer shall pay the full cost of placing a two-inch asphalt mat on identified 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 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 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](#). The Developer shall include language in their lot sale contracts requiring construction of public sidewalk to be done by the lot owner in conjunction with

home construction. Said terms shall apply to all successors to lot ownership. As sidewalk is built, the Developer shall receive the proportionate share of the escrow. Any gaps in the sidewalk shall be filled by the City at time of final street construction using funds remaining in the escrow.

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. **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 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.
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 \$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](#)).
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 \$2,225 for plan review and an estimated \$7,600 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 to any public or private property 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 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 **\$122,390.00**. The escrow amount is based on the sums 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. A three (3) percent administrative fee will be added to fees collected at time of a building permit. 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, 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.
27. **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.
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, remaining provisions contained herein.
29. **Modification.** This agreement may not be modified or amended, except in writing, with the written approval 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
203 W Wisconsin Avenue
Neenah, WI 54956

Dated this ____ day of _____, 2024.

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 _____, 2024.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

David Rashid
Title: Member State Bar of Wisconsin

Personally came before me this ____ day of _____, 2024 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.

THIS INSTRUMENT DRAFTED BY:

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

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

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

Exhibit 1

Third Addition to The Homes at Freedom Meadows Plat Map

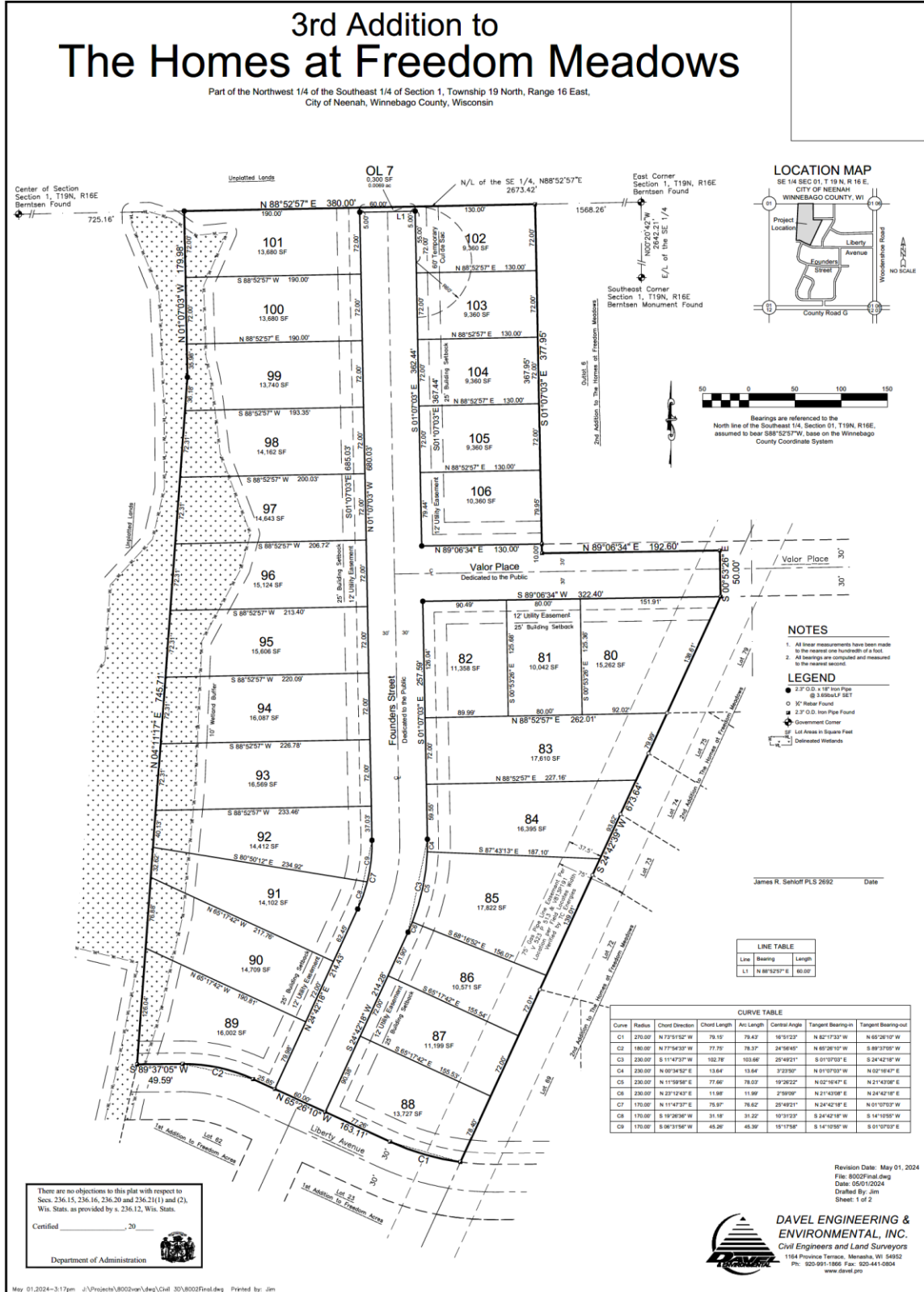


Exhibit 1 (continued)

Third Addition to The Homes at Freedom Meadows Plat Map

3rd Addition to The Homes at Freedom Meadows

Part of the Northwest 1/4 of the Southeast 1/4 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, divided and mapped 3rd Addition to The Homes at Freedom Meadows; that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is part of the Northwest 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin, containing 441,099 Square Feet (10.1262 Ac.) of land described as follows:

Commencing at the East 1/4 corner of Section 01, Township 19 North, Range 16 East; thence, along the North line of said Section 01, S88°52'57"W, 1569.26 feet to Northwest corner of Doud 6 of 2nd Addition to The Homes at Freedom Meadows; said point also being the point of beginning; thence, along the West line of said Doud 6 and the extension thereof, S01°10'03"E, 377.95 feet to the South right of way line of Valor Place as currently platted; thence, along said South right of way line, N89°06'24"E, 192.60 feet to a point on a Westerly line of 2nd Addition to The Homes at Freedom Meadows; thence, along said Westerly line, S00°32'28"E, 50.00 feet to a bend point on said Westerly line; thence, continuing along said Westerly line, S24°42'39"W, 873.84 feet to the Northerly line of lands annexed by City of Neenah in Document No 1912110; thence, along said Northerly line, 78.43 feet along the arc of a curve to the right with a radius of 270.00 feet and a chord of 78.15 feet which bears N73°51'52"W, thence, continuing along said Northerly line, N60°29'10"W, 163.11 feet; thence, continuing along said Northerly line, 78.37 feet along the arc of a curve to the left with a radius of 160.00 feet and a chord of 77.75 feet which bears N77°54'33"W, thence, continuing along said Northerly line, S89°37'00"W, 48.59 feet; thence, N04°11'17"E, 745.71 feet; thence, N01°10'03"W, 179.88 feet to said North line of the Southeast 1/4; thence, along said North line, N88°52'57"E, 380.00 feet to the point of beginning.

Given under my hand this _____ day of _____, 20____.

James R. Sehoff, Wisconsin Professional Land Surveyor No. S-2692

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
Wisconsin Public Service Corporation, LLC, Wisconsin corporations, Grantee,
SBC Wisconsin, Grantee,
TDS Metroom, 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 roots 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 roots 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 _____ Date _____

Richard C. Van Sistine III, Managing Member _____ Date _____

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

Certified _____, 20____

Department of Administration 



May 01,2024-6:10pm J:\Projects\8002\van\4eq\Cd4_3D\8002\Final.dwg Printed by: Jim

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

herunto 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, 3rd Addition to The Homes at Freedom Meadows, 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

3rd Addition to The Homes at Freedom Meadows 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 Treasurers of the City of Neenah and Winnebago County, do hereby certify that in accordance with the records in our office, there are no unredeemed 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. _____	8114000006

Doc. No. _____ Parcel No(s): _____

Revision Date: May 01, 2024
File: 8002\Final.dwg
Date: 05/01/2024
Drafted By: Jim
Sheet: 2 of 2

Exhibit 2
Third Addition to The Homes at Freedom Meadows

Fee Schedule

Total Developable Acres = 10.1262
Total Lots = 27

1. Subdivision Fee: \$1,000/acre x 10.1262	\$10,126.20
2. Oversized sanitary sewer interceptor fee: \$1,000/acre x 10.1262	\$10,126.20
3. Storm water management, erosion control, plan review and inspection fee: \$200 + \$75/lot	\$2,225.00
<hr/>	
Total Fees Due Upon Billing	\$22,477.40
Land Sale: \$7,882/acre x 10.1262	\$79,814.71
Due to City prior to signing Final Plat	\$79,814.71

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

1.	Acreage		
	Total Developable Acres		10.1262
2.	Storm/Infrastructure Construction Costs		
	Total Private (Developer) Costs (estimated)		\$35,372.00
	Total Public Costs (estimated)		\$89,526.46
	Total Construction Costs (estimated)		\$129,798.46
3	Summary Public Infrastructure Costs		
	Developer Storm Fee Due City (\$9,000/ac x 10.1262 acres)		\$ 91,135.80
	Public Storm Sewer Funded by Developer (estimated)		(\$ 89,526.46)
	Balance Due Developer for Public Storm Sewer Funded by Developer (estimated)		(\$1,609.34)
4.	Storm Water Pond Reimbursement Costs		
	Construction Cost of Outlot 2 Pond = \$185,794.50		
	Total Watershed Served by Pond = 45.90 acres		
	Contributing Area within this Phase = 8.99 acres		
	Percent of Total Watershed = 19.5%		
	Developer Reimbursement to City for Held Pond Construction		\$ 36,389.82

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 3 (Continued)
Third Addition to The Homes at Freedom Meadows
Storm Sewer Cost
Public Infrastructure
(Estimated)

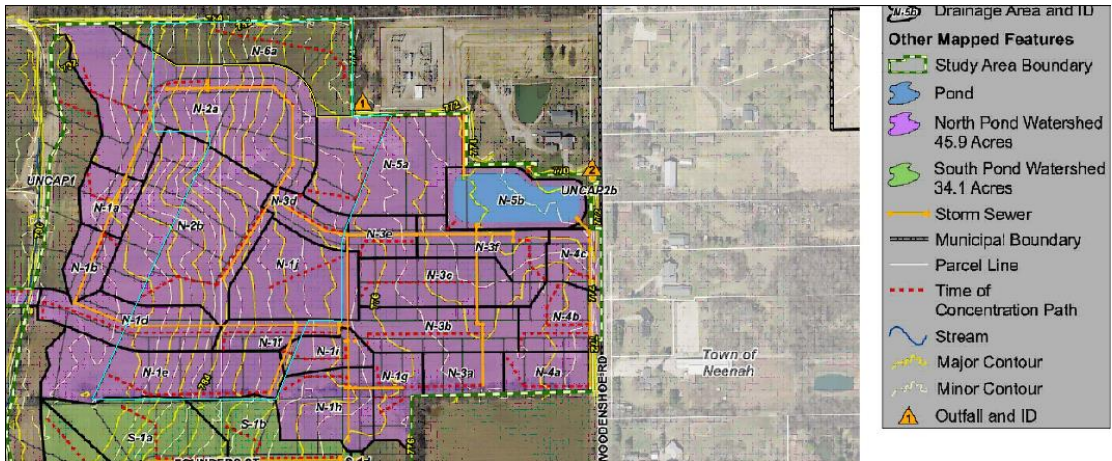


Exhibit 4
Third Addition to The Homes at Freedom Meadows

Water Main Costs
Public Infrastructure
(Estimated)

1. Acreage	
Total Developable Acres	10.1262
2. Water Main Infrastructure Costs	
Total Private (Developer) Construction Costs (estimated)	\$150,210.00
3. Total Public Infrastructure Costs	
Total Water Main Oversizing Costs Due Developer (estimated)	\$0
4. Inspection Fee Due Water Utility Upon Billing (estimated)	\$5,100.00
5. Water Main Oversizing Fee - \$2,240.95/acre (Due City)	\$22,692.31
Total Water Main Oversizing Fee Due to City	\$22,692.31

Exhibit 5
Third Addition to The Homes at Freedom Meadows

Escrow/Prepayment

Two-Inch Mat, Future Street and Sidewalk

1. Gravel Street Maintenance (\$10/centerline foot)	\$13,400.00
Founders Street: 990 feet	
Valor Place: 350 feet	
 Sidewalk Installation (at \$45/lineal foot)	 \$108,990.00
Valor Place: 478 LF	
Founder Street: 1,944 LF	
 2. _____	
 Total Prepayment/Escrow required	 \$ 122,390.00

Exhibit 6
Third Addition to The Homes at Freedom Meadows

Terrace Tree Contribution

1.	Terrace Tree Contribution: \$200/lot x 27 lots	\$5,400.00
<hr/>		
	Total amount due	\$5,400.00

Exhibit 7
Third Addition to The Homes at Freedom Meadows
Oversize Sanitary Sewer

Estimated Developer's Cost Due City

Sanitary Sewer Main Costs Due Developer (estimated ¹)	\$ 6,530.00
Sanitary Sewer Manhole Costs Due Developer (estimated ¹)	\$ 6,021.40
Installation Inspection Fee Due Department of Public Works (estimated)	\$ 3,100.00
<hr/>	
Total Due at the time of billing	\$ 3,100.00

¹ Assumptions for Sanitary Sewer Reimbursement

- *\$5/lineal foot for pipe depth lower than 13 feet.*
- *Unit price per vertical foot (\$460/VF) for manhole depth greater than 13 feet.*

Exhibit 8
Third Addition to The Homes at Freedom Meadows

Summary of Developer's Costs and Financing Per Lot

Land Sale – Due to City Immediately

[Exhibit 2:](#) \$7,882.00/acre x 10.1262 acres \$ 79,814.71

Estimated Developer's Cost Due at Billing

[Exhibit 4:](#) Inspection Fee – Water Utility (Estimate) \$ 5,100.00

[Exhibit 7:](#) Construction Inspection Fees (Estimate) \$ 3,100.00

Estimated Storm Sewer Due City

[Exhibit 3:](#) Storm Water Pond Construction due City \$ 36,389.82

[Exhibit 3:](#) Public Storm Sewer Fee Due Developer
(Estimate) \$ 1,609.34

Estimated Oversized Water Main and Sanitary Sewer Reimbursement Due Developer

[Exhibit 4:](#) 12 inch and 16 inch water main and valves (Estimate) \$ 0

[Exhibit 7:](#) Oversize sanitary sewer main depth (Estimate) \$ 6,530.00

[Exhibit 7:](#) Oversize sanitary sewer manhole depth (Estimate) \$ 6,021.40

Estimated Developer's Costs to be Financed by City of Neenah (No Interest Due)

[Exhibit 2:](#) Subdivision Fee \$ 10,126.20

Oversized Sanitary Fee \$ 10,126.20

Storm Water Management Fee \$ 2,225.00

[Exhibit 6:](#) Terrace Tree Contribution (\$200.00 x 34 lots) \$ 5,400.00

[Exhibit 4:](#) Oversized Water Main Fee \$ 22,692.31

Total to be financed by City (estimated) \$ 50,569.71

**Special Assessment Applied To
Each Lot (estimated) and Due at Building Permit \$ 1,872.95**
(\$50,569.71/27 lots = \$1,872.95/lot)

Developer's Escrow Fees Required

[Exhibit 5:](#) Gravel Street Maintenance \$ 13,400.00

Sidewalk Installation \$108,990.00

Total Escrow Required \$122,390.00

**City of Neenah
Department of Public Works
Contractor Request for Payment**

Contractor Name: De Groot, Inc.		Contract No.	12-24
Address: 4201 Champion Rd		Contract Amount	\$205,786.42
City: Green Bay WI 54311			
Name of Project	Storm Sewer, Water Main Construction		
Location of Project	Commercial Street for Douglas Pond		
Pay Request No.	FINAL	For Period	May 1, 2024 through May 31, 2024

CONTRACT SUMMARY

Original Contract Amount	\$205,786.42
Net Amount of Change Order	\$0.00
Adjusted Contract Amount	<u>\$205,786.42</u>

WORK PERFORMED TO DATE

Work Performed to Date	\$202,979.97
Less Retainage of 5%. If different indicate here	\$0.00
Net Amount Earned to Date	\$202,979.97
Less Previous Payments	\$182,615.29

BALANCE DUE THIS PAYMENT




\$20,364.68

CONTRACT BREAKOUT

	Account Numbers	Project #	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Detention Ponds	049-5050-743.02-36	STW06	\$300,000.00	\$130,139.35	\$17,123.65	\$121,035.64
Water Constr	400-0499-770-9999	WO540	\$63,000.00	\$75,647.08	\$3,241.03	\$61,579.65
			\$363,000.00	\$205,786.43	\$20,364.68	\$182,615.29

CERTIFICATION OF CONTRACTOR:

I certify that the foregoing is just and correct and the amount claimed is legally due after showing all just credits

Certified by Engineer		Date: 6-10-2024
Certified by Public Works		Date: 6-5-24
Certified by Water Utility		Date: 6/6/2024
Certified by Contractor		Date:
Approved BPW		Date:
Approved Common Council (Final Payments Only)		Date:

Contract 12-24
Storm Sewer and Water Main Construction
Commercial Street for Douglas Pond

Item Line	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.1			Pay Request FINAL				
								Contractor Completed This Period Quantity	Retainage Due this Period \$	Due this Estimate	Contractor Completed This Period Quantity	Retainage Owed this Period \$	Due this Estimate		
1	9999.1	Furnish & Install 10-inch PVC C-900	Lin. Ft.	280	\$210.85	\$59,038.00	283.00	232.00	\$48,917.20	\$2,445.86	\$46,471.34	51.00	\$10,753.35	\$2,445.86	\$13,199.21
Water Total						\$59,038.00			\$48,917.20	\$2,445.86	\$46,471.34		\$10,753.35	\$2,445.86	\$13,199.21
2	301.3	Furnish, Install & Relay 8-inch Storm Sewer	Lin. Ft.	45	\$51.90	\$2,335.50	51.00	51.00	\$2,646.90	\$132.35	\$2,514.56	0.00	\$0.00	\$132.35	\$132.35
3	302.3.6	Furnish & Install 36-inch Reinforced Concrete Pipe (RCP) Storm Sewer	Lin. Ft.	386	\$233.92	\$90,293.12	376.00	376.00	\$87,953.92	\$4,397.70	\$83,556.22	0.00	\$0.00	\$4,397.70	\$4,397.70
4	306.2	Furnish & Install Storm Manholes 5-FT Diameter	Each	1	\$7,757.51	\$7,757.51	1.00	1.00	\$7,757.51	\$387.88	\$7,369.63	0.00	\$0.00	\$387.88	\$387.88
5	306.3	Furnish & Install Storm Manholes 6-FT Diameter	Each	1	\$10,290.89	\$10,290.89	1.00	1.00	\$10,290.89	\$514.54	\$9,776.35	0.00	\$0.00	\$514.54	\$514.54
6	9999.2	Furnish & Install 3/4-inch Plywood Bulkhead	Each	3	\$580.75	\$1,742.25	3.00	3.00	\$1,742.25	\$87.11	\$1,655.14	0.00	\$0.00	\$87.11	\$87.11
7	9999.3	Furnish & Install Sandbags & Fabric in Structure	Lump Sum	1	\$505.00	\$505.00	1.00	1.00	\$505.00	\$25.25	\$479.75	0.00	\$0.00	\$25.25	\$25.25
8	308.2.4	Install & Maintain Type "D" Catch Basin Protection	Each	6	\$101.00	\$606.00	6.00	6.00	\$606.00	\$30.30	\$575.70	0.00	\$0.00	\$30.30	\$30.30
Storm Total						\$113,530.27			\$111,502.47	\$5,575.12	\$105,927.35		\$0.00	\$5,575.12	\$5,575.12
9	405.1	Sawcut Existing Bituminous Pavement	Lin. Ft.	315	\$3.03	\$954.45	315.00	315.00	\$954.45	\$47.72	\$906.73	0.00	\$0.00	\$47.72	\$47.72
10	2.2.3.22	Furnish & Install HMA Pavement Repair (4-inch)	Sq. Ft.	1750	\$5.88	\$10,290.00	1,510.00	1,510.00	\$8,878.80	\$443.94	\$8,434.86	0.00	\$0.00	\$443.94	\$443.94
11	505.2	Furnish & Install Topsoil, Fertilize, Seed & Hydromulch	Sq. Yd.	210	\$12.12	\$2,545.20	210.00	210.00	\$2,545.20	\$127.26	\$2,417.94	0.00	\$0.00	\$127.26	\$127.26
12	706.1	Install and Maintain Traffic Control	Lump Sum	1	\$11,500.00	\$11,500.00	1.00	1.00	\$11,500.00	\$575.00	\$10,925.00	0.00	\$0.00	\$575.00	\$575.00
13	9999.4	Salvage & Reset Landscape Rock	Lump Sum	1	\$2,525.00	\$2,525.00	1.00	1.00	\$2,525.00	\$126.25	\$2,398.75	0.00	\$0.00	\$126.25	\$126.25
14	9999.5	Salvage & Reinstall Fence	Lump Sum	1	\$3,030.00	\$3,030.00	1.00	1.00	\$3,030.00	\$151.50	\$2,878.50	0.00	\$0.00	\$151.50	\$151.50
15	9999.6	Tree & Stump Removal	Each	1	\$1,767.50	\$1,767.50	1.00	1.00	\$1,767.50	\$88.38	\$1,679.13	0.00	\$0.00	\$88.38	\$88.38
16	308.4.1	Furnish & Install & Maintain Silt Fence	Lin. Ft.	150	\$4.04	\$606.00	150.00	150.00	\$606.00	\$30.30	\$575.70	0.00	\$0.00	\$30.30	\$30.30
Miscellaneous Total						\$33,218.15			\$31,806.95	\$1,590.35	\$30,216.60		\$0.00	\$1,590.35	\$1,590.35
Total						\$205,786.42			\$192,226.62	\$9,611.33	\$182,615.29		\$10,753.35	\$9,611.33	\$20,364.68