

**CITY OF NEENAH**  
**FINANCE AND PERSONNEL COMMITTEE MEETING**  
**Monday, January 24, 2022 – 6:30 p.m.**

**Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting will occur at a virtual location accessed by web link (Audio & Video) or conference call (Audio only). Committee members and the public should use the following log in or call-in information:**

**Web Link URL:** <https://global.gotomeeting.com/join/403975205>

**You can also dial in using your phone.**

United States: [+1 \(646\) 749-3122](tel:+16467493122)

**Access Code:** 403-975-205

Members of the public who join the meeting will be asked for their name, address and municipality and whether they wish to speak during the Public Appearances. The web link or conference call-in number may be accessed from any location, although the Mayor and City staff will be present at the Council Chambers, City Hall, 211 Walnut Street, Neenah which will be open to eight (8) people consistent with the social distancing rules established under Emergency Order 12, in the event that members of the public wish to present information to the committee regarding matters under the committee's jurisdiction.

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Wis. Stats. Sec. 19.84, that a majority of the Neenah Common Council may be present at this meeting. Common Council members may be present to gather information about a subject over which they have decision-making responsibility. This constitutes a meeting of the Neenah Common Council and must be noticed as such. The Council will follow the same agenda as the committee, but will not take any formal action at this meeting.

**AGENDA**

1. Public Appearances
2. Approval of Minutes from the January 10, 2022 Regular Meeting (minutes can be found on the City's website)
3. Fire 31 Training Center Audio Upgrade (attachment) J. Wenninger
4. Website CMS Tool Implementation and Template Update Services (attachment) J. Wenninger
5. Annexation #225 (Woodenshoe Road – Town of Vinland) – 1.15 Acres (attachment) M. Easker
6. Annexation #226 (CTH G – Town of Neenah) – 13.478 Acres (attachment) M. Easker

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

7. Development Agreement – The Homes at Freedom Meadows Subdivision (attachment) B. Schmidt
8. Adjournment

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

**CITY OF NEENAH  
FINANCE AND PERSONNEL COMMITTEE MEETING  
Monday, January 10, 2022 – 6:30 p.m.**

**Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting occurred at a virtual location accessed by conference call on gotomeeting.com.**

**MINUTES**

**Present:** Chairman Erickson; Aldermen Stevenson, Skyrms, Boyette and Borchardt; Mayor Kaufert, City Attorney Westbrook; Director of Finance Easker.

**Others Present:** Director of Human Resources and Safety Kehl, Director of Community Development Haese, Chief of Police Olson, Director of Information Systems Wenninger, Assistant Planner Kasimor, Director of Water Utility Mach.

**Absent/Excused:** None.

**Public Appearances:** None.

**Minutes:** Motion/Second/Carried Borchardt/Stevenson to approve the minutes from the December 1, 2021 Special Meeting and the December 6, 2021 Regular Meeting. All voting aye.

**Purchase and Installation of Security Cameras for Downtown (Smart Cities):**  
Committee reviewed memo from Director Wenninger requesting authorization to enter into an agreement with One Source Technologies to provide IP cameras, licensing, cabling materials and labor for an implementation along Wisconsin Avenue at a cost not to exceed \$16,500 with the funding source being Smart Cities funds approved in Information Systems 2020 Capital Equipment Budget. His memo indicated that Police staff, I/S staff, downtown businesses and One Source Technology all provided input into the implementation plan to provide the five cameras at various downtown intersections.

Committee and staff discussed various aspects of the proposed camera purchase and installation. Issues discussed included the stated purposes and benefits of the camera installation, future locations for security camera installation, including the amount of funding available to finance future projects, and the ability for the installation to provide the City other analytical data such as traffic counts.

**Motion/Second/Carried Stevenson/Boyette requesting Council's authorization to enter into an agreement with One Source Technologies to provide IP cameras, licensing, cabling materials and labor for an implementation along Wisconsin Avenue at a cost not to exceed \$16,500 with the funding source being Smart Cities funds approved in Information Systems 2020 Capital Equipment Budget. All voting aye.**

REPORT

**2022 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride Cost**

**Sharing:** Committee reviewed memo from Assistant Planner Kasimor recommending approval of the 2022 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing. The agreement is similar in scope and responsibility to those from previous years. Under the agreement, the Neenah/Menasha/Winnebago County/United Way Fox Cities local share cost of the program is estimated at \$44,677, of which the City of Neenah share is estimated at \$12,000.

**Motion/Second/Carried Stevenson/Skyrms recommending Council's approval of the 2022 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing.** All voting aye.

**Resolution No. 2022-02 Designating an Authorized Representative for the Purpose of Filing Applications for Financial Assistance from the State of Wisconsin Environmental Improvement Fund:**

Committee reviewed memo from Director Mach and Resolution No. 2022-02 designating an authorized representative for the purpose of filing applications for financial assistance from the State of Wisconsin Environmental Improvement Fund. As with a similar program in the past, the City's Director of Finance would be designated as the authorized representative. The designation is necessary to allow for the Water Utility to access funds to be used to finance up to 250 lead line replacements for utility residential customers. The program also allows for up to 100% forgiveness to the land owners who participate in the lead line replacement.

Committee and staff discussed various aspects of the proposed resolution. Issues discussed included which other communities have similar programs, the EPA as the source of the state funding and a discussion on the fairness and equity of a program that provides 100% cost forgiveness to only those home owners who replace their lead line in 2022.

**Motion/Second/Carried Skyrms/Boyette recommending Council approve Resolution 2022-02 Authorized Representatives to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund.** All voting aye.

**Tentative Agreement for Collective Bargaining Agreement Between the City and the Neenah Professional Police Association, 2022 - 2025:**

Committee reviewed memo from City Attorney Westbrook recommending Council approve the Tentative Agreement with the Neenah Professional Police Association for contract terms from January 1, 2022 to December 31, 2025 and authorize preparation and execution of amended contracts reflecting the changes outlined in the Tentative Agreement between the City and Union. The contract creates an additional step for Patrol Officers and adjusts Investigator and Sergeant pay accordingly for 2022, and then provides a 2.25% increase on both 1/1/23 and 1/1/24 and a 2.50% increase on 1/1/25. Other provisions included eliminating various separate certification and clothing payments and

REPORT

RESOLUTION

incorporating those payments into the yearly base wage, providing additional pay for officers on Military active duty and an MOU to create an internal police department committee to study the potential of a new schedule starting in 2024. Committee and staff discussed various aspects of the proposed union contract.

**Motion/Second/Carried Borchardt/Stevenson recommending Council approve the Tentative Agreement with the Neenah Professional Police Association for contract terms from January 1, 2022 to December 31, 2025 and authorize preparation and execution of amended contracts reflecting the changes outlined in the Tentative Agreement between the City and Union. All voting aye.**

**Fiscal Matters: November Vouchers: Motion/Second/Carried Borchardt/Boyette to approve the November vouchers as presented. All voting aye.**

**Motion/Second/Carried Boyette/Stevenson to adjourn the meeting at 7:30 p.m. All voting aye.**

Respectfully submitted,

/s/

Michael K. Easker, CPA  
Director of Finance

REPORT



*Information Systems*  
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426  
Phone 920-886-6174 • e-mail: jwenninger@ci.neenah.wi.us  
JOSEPH L. WENNINGER  
INFORMATION SYSTEMS DIRECTOR

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## M E M O R A N D U M

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**DATE:** Wednesday, January 19, 2022  
**TO:** Chairperson Erickson and Members of the Finance and Personnel Committee  
**FROM:** Joseph L. Wenninger, Information Systems Director  
**RE:** Fire 31 Training Center Audio Upgrade

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**I am looking for Finance and Personnel Committee approval to enter into an agreement with CCCP to provide the necessary equipment and services to upgrade the audio at the Fire 31 Training Center at a cost not to exceed \$12,700. Funding for this purchase includes \$12,000 from Information Systems 2022 Capital Equipment Budget and \$700 from Information Systems Operating Budget.**

In 2015/2016 space acquired at Fire 31 with the departure of Fox Valley Technical College was converted into a training center for the City. At that time it was envisioned that the majority of training to be conducted at the location would be hands-on computer training requiring very little in the way of audio technology, so the only audio implemented at the time was desktop speakers for the training computers. Recently there has been a significant increase in utilization and the training has become more oral and presenter led causing significant issues with the limited audio capabilities installed in the room.

To rectify this issue, I solicited bids from both CCCP of Green Bay and Arrow AV of Little Chute to add microphones, speakers and control equipment greatly enhancing the audio environment and providing the ability to control audio levels based on whether the room were divided with the portable wall or not.

The quotes that the City received were \$12,651.97 from CCCP and \$22,593.98 from Arrow AV. The main reason for the significant difference in cost is that Arrow AV proposed digital ceiling panel array microphones and a few additional ceiling speakers, whereas CCCP proposed two gooseneck ceiling microphones. The cost difference of the proposed microphone solution alone is \$4,000 to \$5,000 per panel.

Because of the wide difference in microphone solutions proposed, I visited two training rooms at CCCP to experience each solution as CCCP also has the ability to implement the digital ceiling panel array. CCCP also informed me that they have installed the solution that they proposed for the City of Neenah in all City of Green Bay Fire Stations (9) and the City's Police Department. Based on my visit and the fact that this is a proven solution it is my opinion that the gooseneck ceiling microphones will adequately meet the City's needs.

CCCP's AV references consists of the following to name a few:

- Lambeau Field
- Titletown District in Green Bay
- Appleton Area School District
- City of Sturgeon Bay
- Green Bay Fire and Police (10 Facilities)
- Outagamie County Courts
- Door County

If you have any questions regarding this request please feel free to reach out to me, else I will be available at the January 24, 2022 Finance and Personnel Committee meeting. Thanks.



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## M E M O R A N D U M

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**DATE:** Wednesday, January 19, 2022  
**TO:** Chairperson Erickson and Members of the Finance and Personnel Committee  
**FROM:** Joseph L. Wenninger, Information Systems Director  
**RE:** Website CMS Tool Implementation and Template Update Services

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**I am requesting approval to enter into an agreement with Stellar Blue Technologies of Neenah for website template updates and content management system services, at a cost not to exceed \$20,000. Funding for this purchase was approved in Information System's 2022 Capital Equipment budget.**

First, this project is not a total redesign and overhaul of the City's website that was launched in March of 2015. If it was a formal RFP process would have been followed and the cost would have likely been in the \$40,000 - \$50,000 range. This project will essentially be a refresh or update of the City's website maintaining the underlying framework and platform the existing site was built on with the following three objectives:

- Implement current website industry standards and best practices
- Implement or adjust current design techniques to adhere more closely to ADA standards
- Integration of Elementor, a recently released WordPress CMS page builder plugin tool

Of the three mentioned objectives the most exciting one is the integration of Elementor. This tool will significantly increase the efficiency by reducing the time commitment for all department web maintainers to change, delete, add, etc. content to their pages utilizing the following features:

- There are more than 90 content elements/modules to choose from — images, headings, buttons, carousels, counters, progress bars, testimonials and more.
- Most things work with drag-and-drop — you can take any element and move it to a new spot simply by dragging it across the screen.
- *'What you see is what you get'* — which means the version of the page you see in the Elementor interface is precisely what your visitors are going to see (unlike working with HTML and CSS, the old-school way).
- The pages are all mobile-responsive and SEO-friendly.
- There's a library of pre-made page templates that can be imported and modified. At the time of writing, there were 150-plus templates available.

If you have any questions please feel free to reach out to me at your leisure or I will be happy to address them during the January 24<sup>th</sup> Finance and Personnel Committee meeting. Thanks.



Department of Finance  
211 Walnut St., P.O. Box 426, Neenah, WI 54957-0426  
Phone: 920-886-6140 Fax: 920-886-6150  
website/e-mail: www.ci.neenah.wi.us

## MEMORANDUM

**TO:** Mayor Kaufert, Finance and Personnel Chairman Erickson, Members of the Finance and Personnel Committee  
**FROM:** Michael K. Easker, Director of Finance  
**DATE:** January 20, 2022  
**RE:** Annexation Impact Report - Annexation #225 ( Woodenshoe Road - Town of Vinland) - 1.15 acres

In accordance with Section 26.29 (3) of the City of Neenah Municipal Code, the following information summarizes the anticipated impact of the above referenced annexation being proposed. All detailed impact reports are attached.

### A. PUBLIC IMPROVEMENT-ESTIMATED COSTS

1. City	\$0.00
2. Water Utility (net of current special assessments)	0.00
<b>Total Estimated Costs</b>	<b>\$0.00</b>

### B. ESTIMATED REVENUES

#### Current

#### 1. City (Fees)

a). City and State review fees	\$0.00
b). Oversized sanitary sewer interceptor fee - 1.15 acres @ \$1,000/acre	1,150.00
c). Subdivision fee - 1.15 acres @ \$1,000/acre	1,150.00
d). Storm Sewer fee - 1.15 acres @ \$5,000/acre	5,750.00
<b>Total City Fees</b>	<b>\$8,050.00</b>

#### 2. Water Utility

a). Water Main/Service Laterals/Meter Equipment	\$0.00
<b>Total Current Fees</b>	<b>\$8,050.00</b>

#### Future

#### 1. Water Utility

a). Rate Revenue Annually Upon Annexation	\$0.00
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#### Deferred Assessments

#### 1. City

a). Sanitary Sewer Main	\$0.00
b). Sanitary Sewer Lateral	0.00
c). Storm Sewer Lateral	0.00
d). Engineering/Inspection/Contract Admin	0.00

**2. Water Utility**

a). Watermain	0.00
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Total Deferred Assessments	\$0.00

**C. PERSONNEL, EQUIPMENT, BUILDINGS**

No department reported the immediate need for any additional personnel, equipment or buildings as a result of the proposed annexation.

**D. RECOMMENDATIONS**

The following departments that have expressed an opinion all recommend approval of or do not object to the proposed annexation: Community Development, Public Works, Water, Police, Fire/Rescue Parks and Finance.



Department of Public Works  
 211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426  
 Phone 920-886-6241 • e-mail: gkaiser@ci.neenah.wi.us  
**GERRY KAISER, P.E.**  
 DIRECTOR OF PUBLIC WORKS

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## M E M O R A N D U M

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**DATE:** January 24, 2022  
**TO:** Mayor Kaufert, Chairperson Erickson, Members of the Finance and Personnel Committee  
**FROM:** Brad Schmidt, Community Development Department  
**RE:** Annexation Impact Memo  
 City of Neenah-Woodenshoe Road (Part of Parcel 026002302)

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In response to the above annexation, I submit the following in accordance with Section 26-29, City of Neenah Code of Ordinances. Due to an illness, Director Kaiser was unable to respond to the annexation impact request. Information related to department operations will be provided before to the Committee prior to the Common Council meeting.

- A. Additional Personnel: This information will be provided by Director Kaiser before the Common Council meeting.
- B. Additional Equipment: This information will be provided by Director Kaiser before the Common Council meeting.
- C. New Buildings: This information will be provided by Director Kaiser before the Common Council meeting.
- D. Additional Public Improvements and Costs: .....\$0
  - 1. None
- E. Miscellaneous Costs: .....\$0
  - 1. None.
- F. Estimated Revenues: .....\$8,050.00
  - 1. Fees
    - a. Oversized existing sanitary sewer interceptor fee at \$1,000/acre. \$ 1,150.00  
 Est. Actual size = 1.15 acres  
 Size per Ordinance = 1.15 acres
    - b. Subdivision fee at \$1,000/acre \$1,150.00  
 Est. Actual size = 1.15 acres  
 Size per Ordinance = 1.15
    - c. Storm sewer fee at \$5,000/acre. \$ 5,750.00  
 Est. actual size = 29.754 acres (including wetlands)  
 Size per Ordinance = 1.15 acres (This includes wetlands. Final payment calculation will deduct wetlands acreage from this total.)
  - 2. Deferred Assessments: .....\$0
    - a. \$ 0.00

<b>Total Fees and Assessments</b>	<b>\$8,050.00</b>
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G. Recommendation: This annexation is recommended.



*Department of Community Development and Assessment*

211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426

Phone 920-886-6126 • e-mail: bschmidt@ci.neenah.wi.us

BRAD R. SCHMIDT, AICP

DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT & ASSESSMENTS

**DATE:** January 24, 2022  
**TO:** Mayor Kaufert, Finance Committee and Common Council  
**FROM:** Brad Schmidt, Deputy Director  
**RE:** Annexation #225 (Woodenshoe Road– T. of Vinland) – 1.15 Acres

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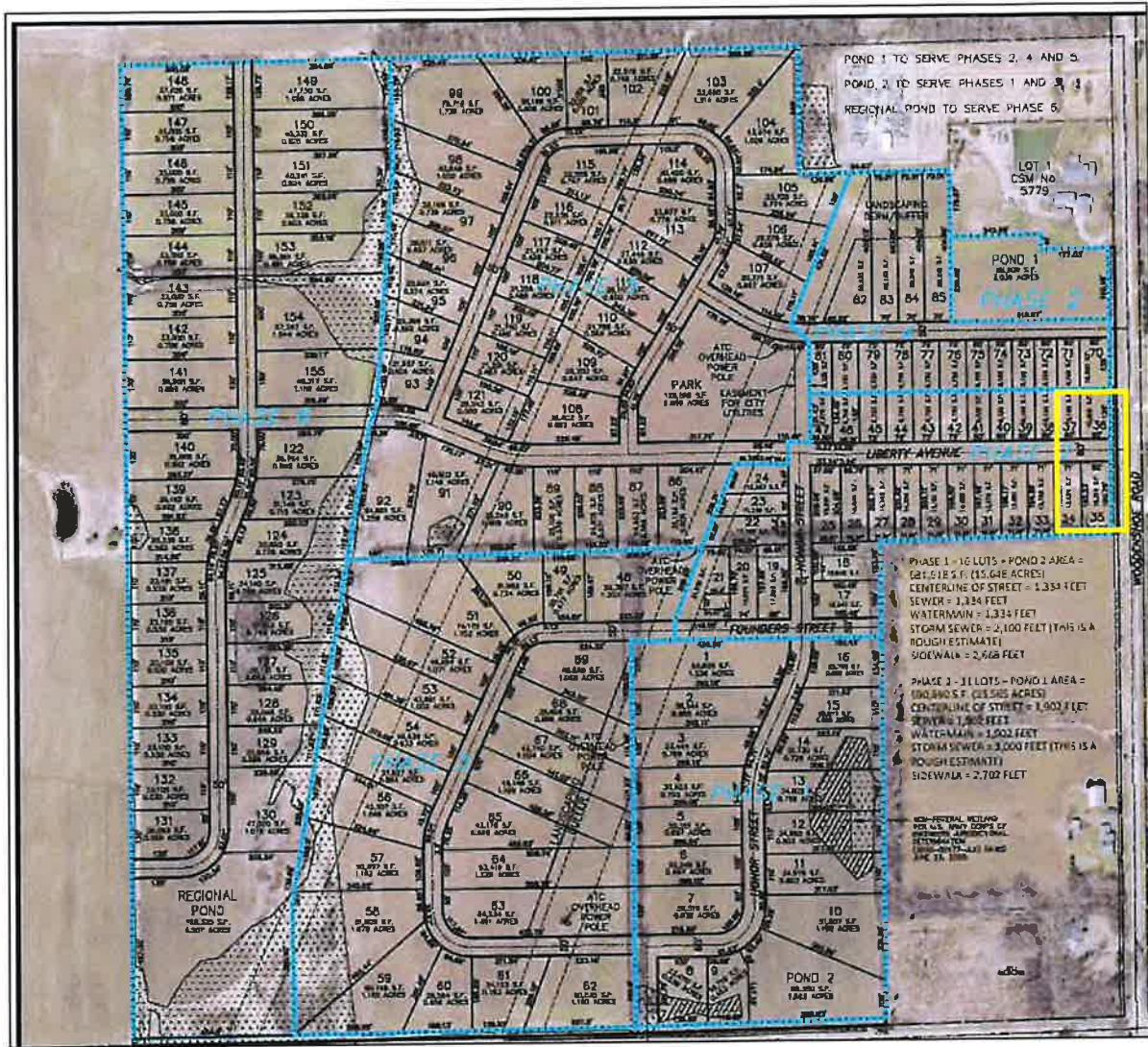
In accordance with Section 26-29 of the Zoning Code, I am submitting the following comments relative to the proposed annexation.

- Revenues will be generated from development review fees, plan reviews and construction permits.
- The subject land is currently owned by the City and will be sold to Eternity Construction, LLC in the amount of \$8,882/acre (\$10,214).
- The proposed annexation includes approximately 1.15 acres of land along the Woodenshoe Road in the Town of Vinland.
- The purpose of the annexation is to develop Phase II of the CTH G/Woodenshoe Road concept plan (See Attached). Approximately 31 lots will be developed. The total development area is a little over 14 acres in size. The majority of the land was annexed in 2021.
- Upon annexation, the Zoning Classification will be R-1, Single-Family Residence District.
- The proposed annexation will not have any significant impact on the Assessor's operation.

**Recommendation**

**The Department of Community Development and Assessments recommends Ordinance #2022-03 be approved and the petition for annexation of 1.15 acres of land located along Woodenshoe Road be accepted.**







Aaron L. Olson  
Chief of Police

# CITY OF NEENAH POLICE DEPARTMENT



2111 Marathon Avenue  
Neenah, Wisconsin 54956

## Memo

**To:** Neenah City Council  
Mayor Dean Kaufert

**From:** Chief Aaron L. Olson

**Date:** January 13, 2022

**Re:** Town of Vinland – 1368620 Woodenshoe Road  
**Annexation of Property**

The Neenah Police Department has received a copy of the petition for annexation for the Town of Vinland address, 1368620 Woodenshoe Road.

We review annexation requests based on the following criteria:

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

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

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

**Anticipated Use:** No known law enforcement concerns.

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

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

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





## **Memorandum**

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**TO:** Mayor Kaufert  
City of Neenah Common Council  
City of Neenah Finance & Personnel Committee

**FROM:** Kevin Kloehn  
Fire Chief

**DATE:** January 13, 2022

**RE:** Impact on Annexation No. 225 – Lot 2 of CSM No. 5779

This memo is reference to the proposed annexation.

This particular annexation would have no immediate impact to the operations of Neenah-Menasha Fire Rescue. However, if this property is used to build a new multi-family residential dwelling, assisted living complexes, industrial business, etc., this would have an immediate impact on operations in our Inspection Bureau and EMS services.

The property is within our normal response time and protection capabilities that currently exist with Neenah-Menasha Fire Rescue.

If you have any questions or concerns, please feel free to call me at 886-6203.

Thank you.



*Department of  
Parks & Recreation*

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**DATE:** 19 January 2022

**TO:** Members of the Finance and Personnel Committee  
Members of the Plans Commission

**FROM:** Michael T. Kading, Director of Parks & Recreation

**RE:** ANNEXATION IMPACT REPORT –  
Annexation Petition 225 Part of Lot 2 of CSM 5779

We have reviewed the annexation petition and have the following comments:

Service Radius – City of Neenah residents should have access to a suitable public park within .5 miles from their homes that is walkable and/or bikeable, uninterrupted by non-residential roads and other physical barriers. The area under consideration falls within the Liberty Park service area.

Hwy G is a high speed road and consideration should be given to park land between Breezewood and Hwy G should annexation/development continue to occur.

Additional Personnel – None required.

Additional Equipment – None required.

Additional Improvements – None required

The annexation is recommended.

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*Creating Community Through People, Parks & Programs*

Department of Parks & Recreation  
PO Box 426  
Neenah, WI 54957-0426

phone: 920-886-6062  
fax: 920-886-6069  
email: emccoy@ci.neenah.wi.us



## 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

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# MEMORANDUM

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**DATE:** January 14, 2022  
**TO:** Mayor Kaufert, Chairperson Erickson, and Members of the Finance and Personnel Committee  
**FROM:** Anthony L. Mach  
**RE:** Woodenshoe Road - Annexation No. 225

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In accordance with Section 26-29 (3) of the City of Neenah Municipal Code, the following information summarizes the anticipated impact upon the Water Utility of the proposed annexation of 1.152 Acres of property currently located in the Town of Vinland (Woodenshoe Road - Annexation No. 225)

1. No additional personnel will be required. However, as water main is extended, the need for more personnel may arise in the future.
2. There are no additional costs beyond those specified in the *Eternity Acres Phases 1 & 2 Annexation* Memo dated March 24, 2021.
3. No additional buildings will be required.
4. Water main will be installed from along Liberty Avenue to bring water into the annexed area. The Developer will be responsible for all costs incurred for the installation of water mains, valves, services, hydrants, and related appurtenances. All water mains, valves, services, hydrants, and related appurtenances shall be installed to Neenah Water Utility specifications.
5. There are no additional costs to treat water beyond those specified in the *Eternity Acres Phases 1 & 2 Annexation* Memo dated March 24, 2021. The users will be billed for water usage through the quarterly utility bill.
6. The total estimated additional capital cost is \$0.
7. Upon full development, there is no additional yearly Water Utility revenue beyond that which is specified in the *Eternity Acres Phases 1 & 2 Annexation* Memo dated March 24, 2021. Sewer and storm water revenues are not included in these estimates.
8. We recommend approving this annexation.



Department of Finance  
211 Walnut St., P.O. Box 426, Neenah, WI 54957-0426  
Phone: 920-886-6140 Fax: 920-886-6150  
website/e-mail: www.ci.neenah.wi.us

## MEMORANDUM

**TO:** Mayor Kaufert, Finance and Personnel Chairman Erickson, Members of the Finance and Personnel Committee  
**FROM:** Michael K. Easker, Director of Finance  
**DATE:** January 20, 2022  
**RE:** Annexation Impact Report - Annexation #226 ( CTH G - Town of Neenah) - 13.478 acres

In accordance with Section 26.29 (3) of the City of Neenah Municipal Code, the following information summarizes the anticipated impact of the above referenced annexation being proposed. All detailed impact reports are attached.

### A. PUBLIC IMPROVEMENT-ESTIMATED COSTS

1. City	\$300,000.00
2. Water Utility (net of current special assessments)	40,000.00
<b>Total Estimated Costs</b>	<b>\$340,000.00</b>

### B. ESTIMATED REVENUES

#### Current

#### 1. City (Fees)

a). City and State review fees	\$0.00
b). Oversized sanitary sewer interceptor fee - 13.48 acres @ \$1,000/acre	13,480.00
c). Storm Sewer fee - 13.48 acres @ \$5,000/acre	67,400.00
<b>Total City Fees</b>	<b>\$80,880.00</b>

#### 2. Water Utility

a). Water Main/Service Laterals/Meter Equipment	\$1,200.00
<b>Total Current Fees</b>	<b>\$82,080.00</b>

#### Future

#### 1. Water Utility

a). Rate Revenue Annually Upon Annexation	\$3,010.00
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#### Deferred Assessments

#### 1. City

a). Sanitary Sewer Main	\$0.00
b). Sanitary Sewer Lateral	0.00
c). Storm Sewer Lateral	0.00
d). Engineering/Inspection/Contract Admin	0.00

#### 2. Water Utility

a). Watermain	39,100.00
<b>Total Deferred Assessments</b>	<b>\$39,100.00</b>

**C. PERSONNEL, EQUIPMENT, BUILDINGS**

No department reported the immediate need for any additional personnel, equipment or buildings as a result of the proposed annexation.

**D. RECOMMENDATIONS**

The following departments that have expressed an opinion all recommend approval of or do not object to the proposed annexation: Community Development, Public Works, Water, Police, Fire/Rescue Parks and Finance.



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## M E M O R A N D U M

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**DATE:** January 24, 2022  
**TO:** Mayor Kaufert, Chairperson Erickson, Members of the Finance and Personnel Committee  
**FROM:** Brad Schmidt, Community Development Department  
**RE:** Annexation Impact Memo  
City of Neenah-CTH G Annexation (Parcel 01001680101)

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In response to the above annexation, I submit the following in accordance with Section 26-29, City of Neenah Code of Ordinances. Due to an illness, Director Kaiser was unable to respond to the annexation impact request. Information related to department operations will be provided before to the Committee prior to the Common Council meeting.

- A. Additional Personnel: This information will be provided by Director Kaiser before the Common Council meeting.
- B. Additional Equipment: This information will be provided by Director Kaiser before the Common Council meeting.
- C. New Buildings: This information will be provided by Director Kaiser before the Common Council meeting.

D. Additional Public Improvements and Costs: ..... \$300,000.00  
1. Sanitary Sewer Main Extension – Per Director Kaiser, the cost to extend the sanitary sewer main from Schultz Drive east along County Road G to the east property line of parcel number 01001680101 is approximately \$300,000. The estimated assessable cost to the annexing parcel is \$50,000. The remaining extension cost will be held as a deferred special assessment for properties located along County Road G and paid to the City when those properties annex and connect to the sanitary sewer.

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

F. Estimated Revenues: ..... \$80,880.00

- 1. Fees
  - a. Oversized existing sanitary sewer interceptor fee at \$1,000/acre. \$ 13,480.00  
Est. Actual size = 13.48 acres  
Size per Ordinance = 13.48 acres
  - b. Storm sewer fee at \$5,000/acre. \$ 67,400.00  
Est. actual size = 29.754 acres (including wetlands)  
Size per Ordinance = 13.48 acres (This includes wetlands. Final payment calculation will deduct wetlands acreage from this total.)
- 2. Deferred Assessments: ..... \$0  
a. \$ 0.00

<b>Total Fees and Assessments</b>	<b>\$80,880.00</b>
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G. Recommendation: This annexation is recommended.



Department of Community Development and Assessment  
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426  
Phone 920-886-6126 • e-mail: bschmidt@ci.neenah.wi.us  
BRAD R. SCHMIDT, AICP  
DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT & ASSESSMENTS

**DATE:** January 24, 2022  
**TO:** Mayor Kaufert, Finance Committee and Common Council  
**FROM:** Brad Schmidt, Deputy Director  
**RE:** Annexation #226 (County Highway G – T. of Neenah) – 13.478 Acres

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

- Revenues will be generated from development review fees, plan reviews and construction permits.
- The land is owned by The Way to Succulents Properties, LLC. The proposed use of the property is the growing and selling of succulent plants. Initially, greenhouses will be constructed on the northern half of the property and the southern half of the property will be continued to be farmed. In the future, the southern half of the land may be developed as a light industrial use.
- The proposed annexation includes approximately 13.478 acres of land along the south side of County Highway G in the Town of Neenah.
- Upon annexation, the Zoning Classification will be Temporary I-1, Planned Business Center. The temporary district will remain until after the property annexed and is officially in the City and a rezoning to I-1 District can proceed.
- The subject property is located within the City Growth Area as identified in the City/Town Boundary Agreement.
- The proposed annexation will not have any significant impact on the Assessor's operation. The current assessed value of the property is based on the existing agricultural use. The proposed use of the property will result in a higher assessed value.

#### **Recommendation**

**The Department of Community Development and Assessments recommends Ordinance #2022-04 be approved and the petition for annexation of 13.478 acres of land located along County Highway G be accepted.**



**CITY OF NEENAH**  
**Dept. of Community Development**

January 24, 2022 – Page 3



Aaron L. Olson  
Chief of Police

OFFICER  
**CITY OF NEENAH**  
**POLICE DEPARTMENT**  
PATROL  
WI



2111 Marathon Avenue  
Neenah, Wisconsin 54956

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## Memo

**To:** Neenah City Council  
Mayor Dean Kaufert  
**From:** Chief Aaron L. Olson  
**Date:** January 13, 2022  
**Re:** Town of Neenah – 1081788 CTH G  
**Annexation of Property**

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The Neenah Police Department has received a copy of the petition for annexation for the Town of Vinland address, 1081788 CTH G.

We review annexation requests based on the following criteria:

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

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

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

**Anticipated Use:** No known law enforcement concerns.

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

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

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





## **Memorandum**

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**TO:** Mayor Kaufert  
City of Neenah Common Council  
City of Neenah Finance & Personnel Committee

**FROM:** Kevin Kloehn  
Fire Chief

**DATE:** January 13, 2022

**RE:** Impact on Annexation No. 226 – Lot 2 of CSM No. 4426

This memo is reference to the proposed annexation.

This particular annexation would have no immediate impact to the operations of Neenah-Menasha Fire Rescue. However, if this property is used to build a new multi-family residential dwelling, assisted living complexes, industrial business, etc., this would have an immediate impact on operations in our Inspection Bureau and EMS services.

The property is within our normal response time and protection capabilities that currently exist with Neenah-Menasha Fire Rescue.

If you have any questions or concerns, please feel free to call me at 886-6203.

Thank you.



*Department of  
Parks & Recreation*

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**DATE:** 19 January 2022

**TO:** Members of the Finance and Personnel Committee  
Members of the Plans Commission

**FROM:** Michael T. Kading, Director of Parks & Recreation

**RE:** ANNEXATION IMPACT REPORT –  
Annexation Petition 226 Part of Lot 2 of CSM 4426

We have reviewed the annexation petition and have the following comments:

Service Radius – City of Neenah residents should have access to a suitable public park within .5 miles from their homes that is walkable and/or bikeable, uninterrupted by non-residential roads and other physical barriers. The area under consideration falls within the Liberty Park service area.

Hwy G is a high speed road and consideration should be given to connect residence to Liberty Park.

Additional Personnel – None required.

Additional Equipment – None required.

Additional Improvements – None required

The annexation is recommended.

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*Creating Community Through People, Parks & Programs*

Department of Parks & Recreation  
PO Box 426  
Neenah, WI 54957-0426

phone: 920-886-6062  
fax: 920-886-6069  
email: emccoy@ci.neenah.wi.us



## 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

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# MEMORANDUM

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**DATE:** January 19, 2022

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

**FROM:** Anthony L. Mach

**RE:** Annexation of Parcel 01001680101

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In accordance with Section 26-29 (3) of the City of Neenah Municipal Code, the following information summarizes the anticipated impact upon the Water Utility of the proposed annexation of 13.4781 acres of property currently located in the Town of Neenah (Parcel 01001680101).

1. No additional personnel will be required at this time. However, further expansions in the distribution system will warrant a reevaluation of personnel needs in the future.
2. Upon establishment of Water Utility service, one (1) 2" water meter unit will be installed at an estimated cost of \$1,200. This cost will be recovered through quarterly base meter charges.
3. No additional buildings will be required.
4. Water main and the water service for this portion of CTH G are not currently installed. The cost estimate for this work is \$79,000. The property owner will be responsible for all costs applicable to the installation of water main, water service, and any required internal plumbing. The estimated property owner assessment is \$12,700 for the water main, \$10,000 for the water service, and \$16,300 for water main oversizing, for a total estimated assessment of \$39,000.
5. The estimated annual cost to treat and deliver water to these properties is \$1,120. The user will be billed for water usage through the quarterly utility bill.
6. The estimated Water Utility cost is \$1,200 for the purchase of a meter and endpoint.
7. The estimated annual Water Utility revenue is \$2,300 for water, \$350 for meter base charges, and \$360 for fire protection, for a total revenue of \$3,010 per year. Sewer and storm water revenues are not included in these estimates. In addition to establishment of City water service, if the property owner decides to operate any existing private wells on the property, each well must be tested per Neenah Water Utility requirements and the private well permit fee paid to the Water Utility. The estimated total deferred assessments created toward the properties in the Town of Neenah that abut the water main installation is \$39,100, or approximately \$58.50 per linear foot of frontage on each side of CTH G. Portions of this deferred assessment will be collected if additional parcels annex into the City and receive water service.
8. We recommend approving this annexation.



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## MEMORANDUM

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**DATE:** January 24, 2022  
**TO:** Chairperson Erickson and Members of the Finance and Personnel Committee  
**FROM:** Brad Schmidt, AICP, Deputy Director of Community Development  
**RE:** Development Agreement – The Homes at Freedom Meadows Subdivision

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

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

The Developer is responsible for installing public utilities (water, sanitary sewer, and storm water). Water main is proposed to be oversized to accommodate future development north and west of the development. The costs associated with oversizing the water main will be reimbursed to the developer by the Water Utility. The City will inspect the installation of those utilities prior to accepting them as public. Additional costs are held in an escrow account such as the temporary two-inch mat along Honor Street and Liberty Avenue and future sidewalks along both of those streets.

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

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

- Subdivision Fee (\$1000/acre) - **\$14,103**
- Oversized Sanitary Sewer Fee (\$1000/acre) - **\$14,103**
- Street Trees (\$150/lot) – **\$4,650**
- Storm water Management Fee (\$200+\$75/lot) - **\$2,525**
- Oversized Water Main Fee (\$2,240.95/acre) - **\$31,604.12**
  
- Inspection Fees (Billed to Developer) – Water Inspection (**\$3,500**) and DPW Inspection (**\$3,500**)

The City will reimburse the developer for the following items:

- Actual costs of oversized water mains

**CITY OF NEENAH**

**Dept. of Community Development**

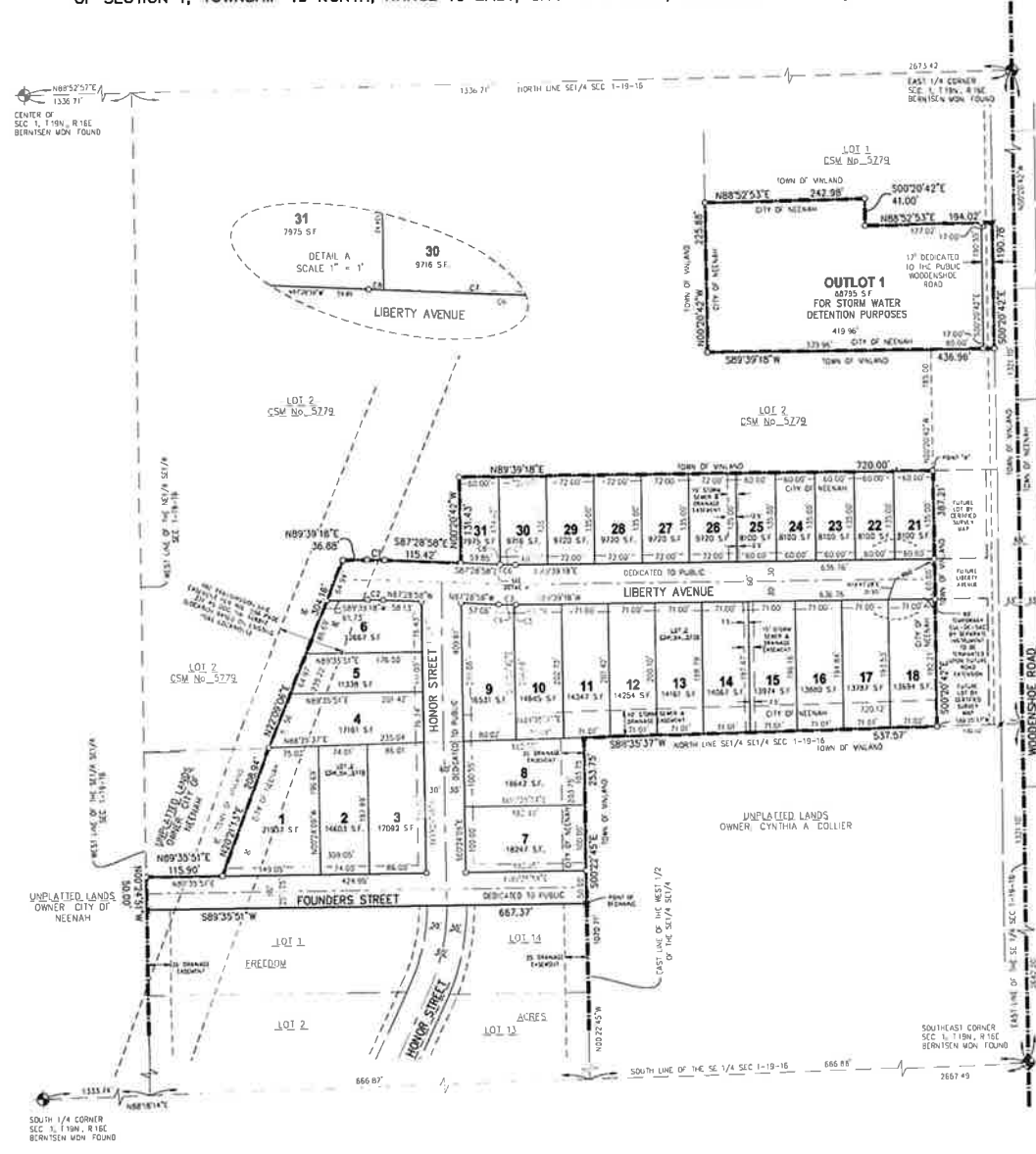
**August 23, 2021 – Page 2**

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

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

# THE HOMES AT FREEDOM MEADOWS

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 5779 AS RECORDED IN VOLUME 1 OF CERTIFIED SURVEY MAPS ON PAGE 5779 AS DOCUMENT NO. 1368620, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1 AND A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 16 EAST, CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN

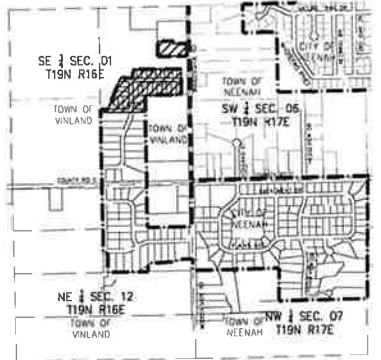


**APPROVAL AGENCIES**  
CITY OF NEENAH  
**AGENCIES HAVING AUTHORITY TO OBJECT**  
DEPARTMENT OF ADMINISTRATION  
WINNEBAGO COUNTY PLANNING & ZONING

**OWNER**  
CITY OF NEENAH  
211 WALNUT STREET  
NEENAH, WI 54956  
(920) 856-6125

**SUBDIVIDER**  
VAN SISTINE HOMES, LLC  
1430 FREEDOM COURT  
NEENAH, WI 54956  
(920) 209-9493

**SURVEYOR**  
COREY W. KALKOFEN  
MCMAHON ASSOCIATES, INC.  
1445 MCMAHON DRIVE  
NEENAH, WI 54956  
(920) 751-4200



LOCATION MAP

**NOTES**

1. SIDEWALKS WILL BE INSTALLED ALONG BOTH SIDES OF HONOR STREET WITHIN THE PUBLIC RIGHT-OF-WAY.
2. THE FRONT YARD SETBACK PER THE CITY OF NEENAH ZONING ORDINANCE IS A MINIMUM OF 25 FEET. (SEE RESTRICTIVE COVENANTS FOR ADDITIONAL SETBACK REQUIREMENTS.)

**CITY OF NEENAH DRAINAGE & DETENTION EASEMENT RESTRICTIONS**

1. MAINTENANCE OF ALL DRAINAGE WAYS AND ASSOCIATED STRUCTURES WITHIN THE SUBDIVISION OR SERVING THE SUBDIVISION IS THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER(S) WITHIN THE SUBDIVISION.
2. UPON FAILURE OF THE PROPERTY OWNER(S) TO PERFORM MAINTENANCE OF THE DRAINAGE WAYS AND ASSOCIATED STRUCTURES, THE CITY OF NEENAH RETAINS THE RIGHT TO PERFORM MAINTENANCE AND/OR REPAIRS. THE PAYMENTS OF SAID MAINTENANCE AND/OR REPAIRS SHALL BE ASSESSED AMONG THE PROPERTY OWNER(S) OF THE SUBDIVISION WITH A DRAINAGE COVENANT.
3. A DRAINAGE PLAN AND STORM WATER MANAGEMENT PLAN HAS BEEN FILED WITH THE CITY OF NEENAH WHICH STATES THE REQUIRED LEVELS OF MAINTENANCE FOR ALL THE IDENTIFIED STORM WATER MANAGEMENT SYSTEMS.
4. UPON FINAL GRADING, THE DEVELOPER AND/OR OWNER SHALL COMPLY WITH THE SURFACE WATER DRAINAGE PLAN AS APPROVED BY AND ON FILE WITH THE CITY OF NEENAH.
5. SUMP PUMP DISCHARGE ARE TO BE CONNECTED TO THE STORM SEWER LATERAL PROVIDED.
6. ROOF DOWNSPOUTS SHALL DISCHARGE AT GRADE AND SHALL NOT BE CONNECTED TO THE STORM SEWER SYSTEM.
7. GARAGES ARE RECOMMENDED TO BE LOCATED ON THE "HIGH" SIDE OF THE LOT.

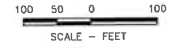
**LEGEND**

- - 1 1/4" x 10" ROUND STEEL REBAR WEIGHING 4.3 lbs./linear ft. SET
- ▣ - 3/4" STEEL REBAR FOUND
- - 1" IRON PIPE FOUND (1.315" O.D.)
- ◆ - 1 1/4" STEEL REBAR FOUND
- ⊕ - CERTIFIED LAND CORNER WINNEBAGO COUNTY
- ( ) - RECORDED BEARING AND/OR DISTANCE
- SF - SQUARE FEET

ALL OTHER LOT CORNERS STAKED WITH 3/4" x 10" ROUND STEEL REBAR, WEIGHING 1.50 LBS./LIN. FT.

Curve #	Radius	Delta	Length	Chord Direction	Chord Length	Tangent	Bearing
C1	530.00'	002°51'45"	26.48'	S89°54'50"E	26.48'		
C2	470.00'	002°51'45"	23.48'	N88°54'50"W	23.48'		
C3	530.00'	002°51'45"	26.48'	N89°54'50"W	26.48'		
C4	530.00'	002°30'45"	23.24'	S89°44'19"E	23.23'		
C5	530.00'	000°21'02"	3.24'	N89°49'48"E	3.24'		
C6	470.00'	002°51'45"	23.48'	S88°54'50"E	23.48'		
C7	470.00'	002°50'04"	23.23'	N89°55'40"W	23.23'		
C8	470.00'	000°01'41"	0.23'	N87°29'49"W	0.23'		

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 16 EAST, WHICH BEARS N89°14'14"E PER THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR WINNEBAGO COUNTY



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

Certified \_\_\_\_\_

Department of Administration

SHEET 1 OF 2  
**McMAHON**  
1445 MCMAHON DRIVE, NEENAH, WI 54956  
Tel: (920) 751-4200 Fax: (920) 751-4284  
www.mcmahon.com

THIS INSTRUMENT DRAFTED BY: **Marky Abing**

# THE HOMES AT FREEDOM MEADOWS

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 5779 AS RECORDED IN VOLUME 1 OF CERTIFIED SURVEY MAPS ON PAGE 5779 AS DOCUMENT NO. 1368620, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1 AND A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 16 EAST, CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN

**SURVEYOR'S CERTIFICATE:**

I, Corey W. Karkofen, Wisconsin Professional Land Surveyor, PLS-2726, certify that I have surveyed, divided and mapped part of Lot 2 of Certified Survey Map No. 5779 as recorded in Volume 1 of Certified Survey Maps on Page 5779 as Document No. 1368620, located in the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 1 and a part of the Southeast 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, City of Neenah, Winnebago County, Wisconsin containing 576,848 square feet (13.243 acres) of land and more particularly described as follows:

Commencing at the Southeast corner of said Section 1; thence S89°16'14"W, 666.88 feet along the South line of the Southeast 1/4 of said Section 1 to the Southeast corner of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 1; thence N00°22'45"W, 1070.71 feet along the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 1 and the East line of Freedom Acres to the Northeast corner of Freedom Acres and the Point of Beginning; thence S89°35'51"W, 667.37 feet along the North line of said Freedom Acres to the Northwest corner thereof; thence N00°24'51"W, 50.00 feet along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 1; thence N89°35'51"E, 115.90 feet; thence N20°21'13"E, 208.94 feet; thence N22°09'06"E, 304.16 feet; thence N89°39'18"E, 36.88 feet to the start of a 530.00 radius curve to the right; thence 26.48 feet along the arc of said curve with a chord distance of 26.48 feet which bears S88°54'50"E; thence S87°28'59"E, 115.42 feet; thence N00°20'42"W, 131.43 feet; thence N89°39'18"E, 720.00 feet to Point "A"; thence S00°20'42"E, 387.21 feet to the South line of Lot 2 of said Certified Survey Map No. 5779; thence S88°35'37"W, 537.57 feet along said South line to the Northeast corner of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 1; thence S00°22'45"E, 253.75 feet along the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 1 to the Point of Beginning.

AND

Commencing at the above described Point "A"; thence N00°20'42"W, 185.00 feet to the Point of Beginning; thence S89°39'18"W, 339.96 feet; thence N00°20'42"W, 225.80 feet to the Southwest corner of Lot 1 of said Certified Survey Map No. 5779; thence N89°35'37"E, 242.68 feet along the South line of said Lot 1; thence S00°20'42"E, 41.00 feet along the South line of said Lot 1; thence N88°52'33"E, 194.02 feet along the South line of said Lot 1 to the Southeast corner thereof and the West right-of-way line of Woodenshoe Road; thence S00°20'42"E, 190.78 feet along the East line of Lot 2 of said Certified Survey Map No. 5779 and said West right-of-way line; thence S89°39'18"W, 97.00 feet to the Point of Beginning.

That I have made such survey, land division, and plat under the directions of the Owner(s) of said land. That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made. That I have fully complied with the provisions of chapter 236 of the Wisconsin Statutes and the Subdivision regulations of the City of Neenah in surveying, dividing and mapping the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Corey W. Karkofen, PLS-2726  
Wisconsin Professional Land Surveyor

**CERTIFICATE OF CITY TREASURER:**

I, Michael K. Esker being the duly elected qualified and acting City Treasurer of the City of Neenah do hereby certify that the records in my office show no unpaid taxes or special assessments as of \_\_\_\_\_ affecting the lands included in The Homes At Freedom Meadows.

Date \_\_\_\_\_ City Treasurer – Michael K. Esker

**CITY OF NEENAH APPROVAL**

Resolved that "The Homes At Freedom Meadows" in the City of Neenah, City of Neenah, as Owner(s) is hereby approved by the Common Council.

Date \_\_\_\_\_ Approved \_\_\_\_\_ Mayor

Date \_\_\_\_\_ Signed \_\_\_\_\_ Mayor

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

City Clerk \_\_\_\_\_ Charlotte Nagel

STATE OF WISCONSIN)

JSS  
WINNEBAGO COUNTY)

I, Charlotte Nagel, being the duly elected, qualified and acting Clerk of the City of Neenah, do hereby certify that the common council of the City of Neenah, authorizing me to issue a certificate of approval of the Final Plat of The Homes At Freedom Meadows upon satisfaction of certain conditions, City of Neenah and I do hereby certify that all conditions were satisfied and the approval was granted and effective on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Charlotte Nagel, Clerk \_\_\_\_\_ Dated

**COUNTY TREASURER'S CERTIFICATE:**

I, Mary E. Krueger being the duly elected qualified and acting County Treasurer of the County of Winnebago, do hereby certify that the records in my office show no unredemmed tax sales and no unpaid taxes or special assessments as of \_\_\_\_\_ affecting the lands included in The Homes At Freedom Meadows.

Date \_\_\_\_\_ County Treasurer  
Mary E. Krueger

**OWNER'S CERTIFICATE:**

Van Sistine Homes, LLC, as Owner(s), I/We hereby certify that I/we caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on The Homes At Freedom Meadows. I/We also certify that this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection.

Approving Authority  
City of Neenah

Agencies having Authority to Object  
Wisconsin Department of Administration  
Winnebago County Planning & Zoning

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Printed Name and Title \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_ Authorized Signature \_\_\_\_\_

State of \_\_\_\_\_ )  
\_\_\_\_\_ )ss  
\_\_\_\_\_ ) County)

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

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_ County, \_\_\_\_\_

**UTILITY EASEMENT PROVISIONS:**

An easement for electric, natural gas, and communications service is hereby granted by the Van Sistine Homes, LLC, Grantor(s), to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

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

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

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, off, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" 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 incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantee agrees to restore or cause to 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" without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of Grantee. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

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

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

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

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



SHEET 2 OF 2  
**McMAHON**  
1445 McMAHON DRIVE, NEENAH, WI 54956  
MANY PLOTTING OPTIONS AVAILABLE  
Tel: (920) 751-4700 Fax: (920) 751-4284  
www.mcma.com



DOCUMENT NUMBER

DEVELOPMENT AND FEE AGREEMENT

THIS SPACE RESERVED FOR RECORDING DATA

THIS AGREEMENT, made pursuant to Chapter 25 of the City of Neenah Municipal Code by and between the CITY OF NEENAH, Winnebago County, Wisconsin, a body politic and municipal corporation by its Common Council ("City") and owner of subject land and Van Sistine Homes, LLC, the developer ("Developer") of the following property lying within the City of Neenah:

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

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

AND

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

Recording Area

Return to:

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

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

WHEREAS, Chapter 25 of the Neenah Municipal Code provides for the installation of required improvements (hereinafter referred to as the "Improvements") in new subdivisions, and

WHEREAS, the Developer has proposed to develop a residential subdivision on the above-referenced property located in the City (herein after referred to as "The Homes at Freedom Meadows" or the "Development"); and

WHEREAS, [Exhibit 1](#) shows the Development which has been approved by the City and has or will be recorded in the Winnebago County Register of Deeds Office; and

WHEREAS, a series of meetings and negotiations have taken place between the City and the Developer to determine various development and financial responsibilities for on-site and off-site public improvements and fees in connection with the proposed subdivision; and,

WHEREAS, the City and the Developer, for their mutual benefit, have mutually agreed as to development and financial responsibilities for public improvements and fees in connection with the proposed subdivision;

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, and the above recitals, which are contractual, the City and Developer agree as follows:

1. **Sanitary Sewer Interceptor Fee and Subdivision Fee.** The Developer shall pay the City a sanitary sewer interceptor fee in the amount of \$1,000.00 per acre (the "Sewer Fee") and a subdivision fee of \$1,000.00 per acre (the "Subdivision Fee") for the development of Freedom Acres as more particularly detailed in [Exhibit 2](#). As subsequent phases are developed, the Developer shall be billed for the sanitary sewer interceptor fee and the subdivision fee at the established rate in effect at the time of platting.
  
2. **Storm Water Infrastructure Fee.** The Developer shall pay a storm water infrastructure fee in the amount of \$5,000.00 per acre (the "Storm Water Fee") as detailed in [Exhibit 3](#). In addition to the lots created in the subdivision, the storm water acreage calculation shall include street right-of-way and all other public land including, but not limited to parks, and easements lying within and/or adjacent to the subdivision. Existing mapped wetlands shall be excluded from storm water acreage calculation. This storm water infrastructure fee shall include all construction costs associated with storm water infrastructure installation except for the following which shall be funded entirely by the Developer:
  - design engineering
  - plan and specification development
  - contract bidding
  - construction engineering
  - final inspection
  - erosion control
  - yard drains and associated piping
  - perforated catch basin drain pipes
  - final storm sewer cleaning and televising
  - plan review by the City
  - field staking and surveying
  - project administration
  - construction inspection
  - final "as built" measurements
  - bedrock blasting and removal
  - storm sewer house laterals
  - storm water ponds

The Developer shall pay all costs of the storm water infrastructure installation during construction, and shall keep an accurate account of all costs certified by the project engineer or other construction professional responsible for supervising the construction of the Development and retained by the Developer. Final accounting of the actual costs of those items covered by the Storm Water Infrastructure Fee will be settled upon completion and City acceptance of such construction. The Developer shall advance the costs of the public storm water infrastructure installation during construction. Final costs of the storm water infrastructure installation as certified at the completion of the subdivision construction, shall be credited against the Storm Water Fee and paid by the Developer. To the extent that installation costs exceed the Storm Water Fee, the City shall reimburse Developer the difference. To the extent that Developer has paid less in installation costs than is due under the Storm Water Fee, the Developer shall pay the City the difference within 30 days of billing by the City.

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

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

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

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

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

4. **Storm Water Management.** The Developer shall pay a storm water management, erosion control, plan review and inspection fee of \$200 per plat plus \$75 per lot ([Exhibit 2](#)) to cover the City’s costs for plan review and inspection of storm water management and erosion control methods and practices.
5. **Water main within the Subdivision Plat.** The Developer shall pay the full cost to furnish and install water mains and water services within the plat including those that may front on all dedicated public lands, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. The Developer shall provide the Water Utility a complete accounting of all costs related to the installation of the water main and appurtenances within the Development. Upon acceptance, Neenah Water Utility shall take ownership of and maintain the water mains and related appurtenances inside the Development. The water service to each residence shall be installed by the Developer and owned by the resident. The Neenah Water Utility shall maintain the service from the water main to and including the curb box. Maintenance from the curb box to the house shall be the responsibility of the resident. The Developer shall pay for Neenah Water Utility inspection and testing during installation of the water main inside the Development as detailed in [Exhibit 4](#).
6. **Oversize Water Main Installation and Reimbursement.** The Neenah Water Utility is proposing an oversized water main within the Development to accommodate future development water supply needs. Upon approval by the Neenah Waterworks Commission, the Neenah Water Utility shall reimburse the Developer for the additional cost attributable to installing a 16-inch water main rather than the 10-inch water main required by the Water Utility’s design and construction standards. Utility staff will work with the Developer to estimate the cost difference for labor and materials to install the 16-inch water main versus the 10-inch water main. An estimate of the oversizing reimbursement is included in [Exhibit 4](#).

7. **Oversize Water Main Fee.** The Neenah Water Utility has established a fee in the amount of \$2,240.95/acre. The Oversize water main fee is an area-wide assessment based on the cost to install oversized water main and infrastructure to boost water pressure in the proposed development. See [Exhibit 4](#) for more details.
8. **Sanitary Sewer Within the Subdivision Plat.** Developer shall pay the full cost of installing all sanitary sewer mains and sanitary sewer laterals within the plat including those that may front on all dedicated public lands, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. If needed, the installation of an oversized sewer main required by the City shall be reimbursed to the Developer as detailed in [Exhibit 7](#). Sanitary sewer main over 10" in diameter and installed at a depth of greater than 13 feet is eligible for reimbursement as are sanitary lateral risers associated with sewer main installation deeper than 13 feet.
9. **Purchase Price –** Per Document number 1826908 recorded in the Winnebago County Register of Deeds office, the City purchased the subject land with the intent of selling the land to the Developer based on the agreed-upon schedule within the Development Agreement. The Developer agrees to purchase the subject land (The Homes at Freedom Meadows) which accounts for 14.103 acres at a price of \$8,882/acre for a total sales price of \$125,262.85. This amount is due to the City prior to the City signing the Final Plat. See [Exhibit 2](#) for more information.
10. **Streets, Curb and Gutter and Sidewalks Within the Subdivision Plat.**

*Street Grading/Graveling:* The Developer shall pay the full cost of grading/graveling all streets within the plat, including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. The City shall establish and enforce spring load limits on all gravel streets.

*Gravel Street Maintenance:* Prior to construction of the Final Street, the Developer shall be completely responsible for all gravel street maintenance including but not limited to:

- removal of mud, dust and other non-granular deleterious material on an "as needed" basis; periodically adding granular material necessary to re-establish the true line and grade and cross section of the street;
- place calcium chloride dust control treatment on the streets semi-annually;
- cleaning out catch basins;
- regrading and filling all potholes, settled areas and areas where traffic has disturbed the gravel periodically on an "as needed" basis;
- provide any City mandated dust control.

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

*Two-Inch Asphalt Mat:* The Developer shall pay the full cost of placing a two-inch asphalt mat on all streets within the plat (excluding the temporary cul-du-sac), including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. Cost for said two-inch mat construction shall be prepaid, or escrowed, by the Developer based on estimated costs for similar construction. In the event that actual costs are less than the escrowed fund, any such excess of the escrowed funds shall be returned to Developer. In the event that the escrow is insufficient, then the City reserves the right to special assess the shortage against the individual lots in Development (See [Exhibit 5](#)).

In late spring or early summer following the installation of utilities and gravel as provided for above, and after the gravel street and utility trenches have been subject to a winter "freeze-thaw"

cycle and settled, the Developer shall grade and remove all mud and non-granular deleterious materials, re-shape and fine grade the gravel street, and add any required gravel to re-establish the true, designed grade, profile and cross section of the gravel streets. The City shall then install a two-inch asphalt mat surface on the streets. The City shall establish and enforce spring load limits on all asphalt mat streets.

*Final Street:* When installed, curb/gutter and final street pavement shall be assessed 100% by the City to the adjacent lot owners of record with the exception that all costs associated with installation of curb/gutter and permanent pavement that front all public lands, including but not limited to: parks, greenspace, trails, outlots, and detention ponds shall be prepaid, or escrowed, by the Developer based on estimated costs for new street construction. Once public improvements anticipated by this paragraph are installed, in the event that actual costs are less than the escrowed fund, any such excess of the escrowed funds shall be returned to Developer. In the event that the escrow is insufficient, then the City reserves the right to special assess the shortage against the individual lots in the Development (See [Exhibit 5](#)).

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

11. **Contract Procedures.** The Developer's engineer shall prepare the contract documents, construction plans and specifications, let the contracts, and provide all supervision, and all contract administration for the installation of sanitary sewer, storm sewer, water main, grading and graveling, and all appurtenances and shall bill the Developer for these services. The Developer's design engineer shall perform the construction staking. All plans and specifications for the improvements shall be consistent with City specification standards. The City shall review for approval all plans, specifications and contract documents in a timely manner. The City shall provide all construction inspection and shall bill the Developer for these services. Notwithstanding anything to the contrary in this agreement, construction inspection services by the City is not intended to, nor does it provide any guaranty of performance. The inspection services provided for by the City are for the City's benefit and may be relied upon only by the City. In the event that Improvements installed by the Developer do not operate properly even after inspections by the City, it shall remain the Developer's responsibility, at the Developer's sole cost, to correct any deficiencies so that the Improvements are working properly before the City is obligated to accept the Improvements as part of the public infrastructure.
12. **Park Dedication.** [Intentionally left blank]
13. **Outlots and Public Parks.** [Intentionally left blank]
14. **Sewer Cleaning and Televising Inspection.** Upon completion of installation of grading and graveling and prior to final acceptance by the City, the Developer shall clean all sanitary and storm sewer mains, all catch basin leads and all back yard drain pipes using a City approved sewer cleaning contractor utilizing modern "jet trucks" of adequate horsepower and capacity. Upon completion of sewer cleaning all sewer mains and back yard drainpipes shall be televised in color and the televising records provided to the City in a City-approved electronic format. Catch basin leads do not need to be televised but all leads must be cleaned and lamped and their condition verified in a written report. All catch basins and back yard drains shall be cleaned of gravel and debris.
15. **Public Improvements Dedication.** The Developer agrees to convey by deed or dedication to the City all the streets, roads, courts, avenues, drives, public ways and parks in the Plat. Developer

further agrees to convey the public access ways and storm water detention ponds by deed to the City. All public improvements contemplated in the final plat shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the final plat and this agreement. The City agrees to accept the dedication of all the Public Improvements in the Plat, whether by deed, dedication or easement subject to the City's Acceptance of the Public Improvements provided they are constructed according to the City's specifications and in accordance with and subject to the terms of the City's Subdivision Ordinance.

16. **Utilities.** The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and street lights throughout the entire development including the cost of installing utilities and street lights adjacent to detention ponds, parks, outlots, green space, trails and other public lands. Streetlights are required and the Developer shall be responsible for requesting the street lighting system from utility company. The street lighting plan, electrical distribution plan, and natural gas layout shall be designed by the utility company and approved by the City.

Standard street lighting shall be wood poles with LED fixtures. The City shall pay the utility company the monthly electrical charge for standard street lighting. The developer shall be responsible for all additional costs associated with installation of a decorative street lighting system by the utility company. In addition, the developer shall also be responsible for the monthly charges for a decorative system that are in excess of the monthly charges for a standard system through payment to the City of the present value of the cost difference. The Developer shall coordinate with the City any street lighting requested beyond the standard.

17. **Off-Site and Other Existing Improvements.** [Intentionally left blank]
18. **Terrace Trees Contribution.** The Developer shall pay a terrace tree contribution in the amount of \$150.00 per lot. This terrace tree contribution shall be paid by the Developer, on a per lot basis at the time of final closing of each lot sale. The subdivision plat shall note on its face "\$150.00 per lot 'Terrace Tree' contribution". This contribution will be deposited in the "City of Neenah Carpenter Tree Fund Trust" tax-exempt account and will be used to plant trees on the street terraces within the subdivision at the time curb and gutter is installed ([Exhibit 6](#)).
19. **Building Permits.** Provided Developer has installed water mains, storm sewer, sanitary sewer and gravel base to a given lot and guarantees of installation have been provided for electric, gas, phone and cable services, Developer and/or Developer's assigns and successors in interest shall be permitted to obtain building and erosion control permits for such lot.
20. **Plan Review and Construction Inspection.** The Developer shall pay a fee for plan review and construction inspection of proposed improvements as outlined in [Exhibit 7](#). Said Fee shall be based on \$2,525 for plan review and an estimated \$7,000 for inspections by City staff. Actual costs shall be determined based on actual time spent by City Staff. In the event that the City, in its sole discretion, determines that it requires the assistance of either outside consultants to review plans or provide for construction inspection services, the Developer shall pay the actual cost of such outside consulting services plus 10% for administration.
21. **Damages.** The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at Developer's own cost, any damage caused by the installation of the improvements.
22. **City Costs.** [Intentionally left blank]
23. **Estimated Cost Summary Escrow Payment.** The estimate of costs paid by the Developer is attached hereto as Exhibits 2-7 (Summarized in [Exhibit 8](#)) and shows the items and estimated amounts to be paid by the Developer, including the basis for the Sanitary Sewer Interceptor Fee and Storm Water Infrastructure Fee. The total of the estimate of costs provides the basis for determining the amount of the escrow. The Developer shall submit a payment to be held in a City escrow account in the amount of **\$126,100.00**. The escrow amount is based on the amounts

shown in [Exhibit 5](#).

24. **Financing Alternative.** As an alternative to the payment of various fees and costs as outlined in this Agreement, the Developer may elect to pay the fees provided in sections [1](#), [2](#), [4](#), [7](#), and [18](#) proportionally on a per lot basis (excluding outlots) as summarized in [Exhibit 8](#). The Developer shall indicate, in writing, whether the per lot fee would be paid to the City when the lot is sold to a third party and collected at time of lot closing, or the fee would be collected at the time a building permit is issued. The owner of any lot for which the fees have not been paid by January 1, 2030, shall be issued a bill for the unpaid balance on the individual lot. Developer specifically agrees to waive all assessment procedures, including the right to notice and hearing, pursuant to Wis. Stat. §66.0703(7)(b) and hereby consents to the imposition of the fees and costs anticipated by this Agreement as special assessments against the property in the Development.
25. **Consistency With Adopted Ordinances and Resolutions.** The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.
26. **Merger; Successors and Assigns.** This Agreement along with Exhibits sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written. The terms of this Agreement shall survive any closing involving the transfer of lots to any grantee and shall not merge with the deed. The terms and conditions of this Agreement shall be binding on successors and assignees of the Developer.
27. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
28. **Severability.** It is understood and agreed that the provisions of this agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions contained herein.
29. **Modification.** This agreement may not be modified or amended, except in writing, with the written consent of both the City and the Developer.
30. **Notices.** Any notices required under this agreement shall be deemed made as of the date deposited in the US mail, postage prepaid and addressed to the following.

If to the City:

Director of Public Works  
City of Neenah  
211 Walnut Street  
Neenah, WI 54956

If to Developer:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF NEENAH

VAN SISTINE HOMES, LLC

\_\_\_\_\_(SEAL)  
Dean R. Kaufert, Mayor

\_\_\_\_\_  
Richard C. Van Sistine III, Member

Attest: \_\_\_\_\_(SEAL)  
Charlotte Nagel, City Clerk

AUTHENTICATION

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

\_\_\_\_\_  
Adam J. Westbrook  
Title: Member State Bar of Wisconsin

THIS INSTRUMENT DRAFTED BY:

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

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

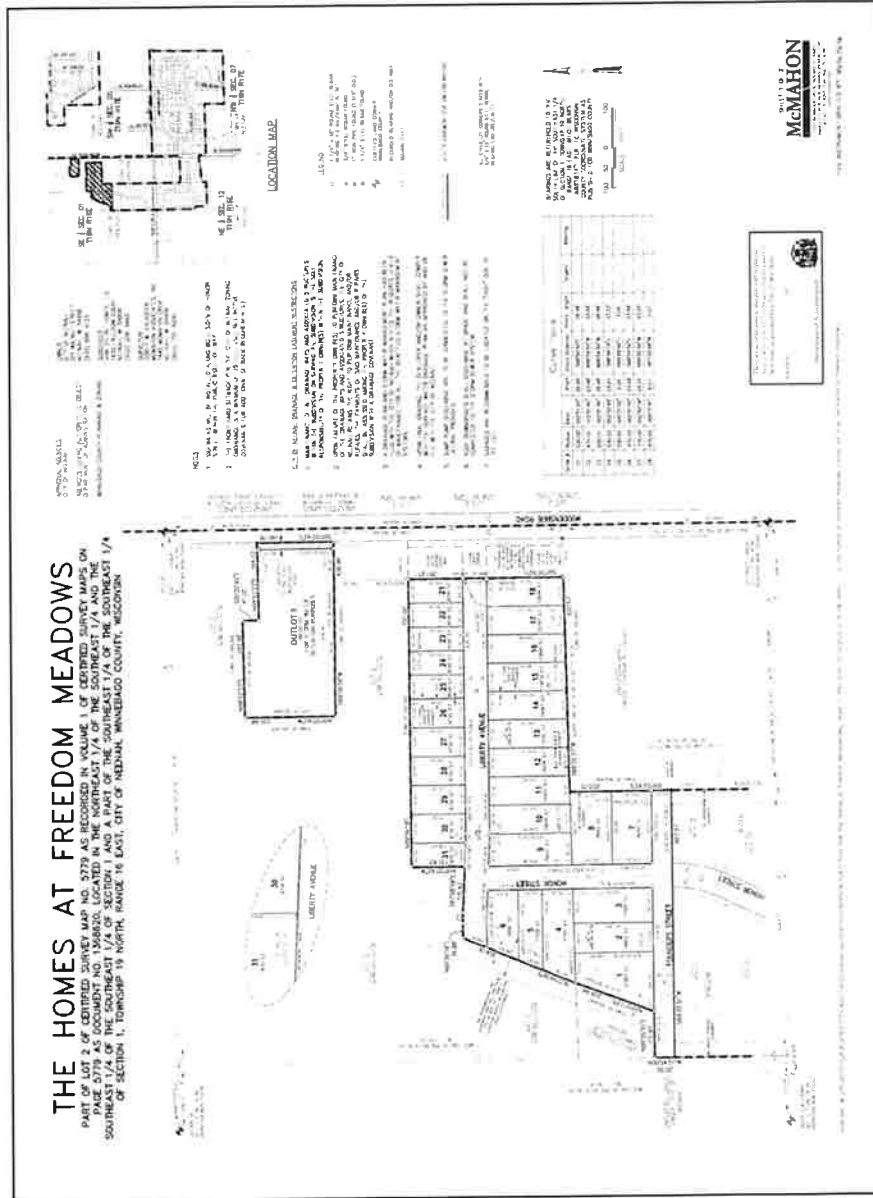
ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

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

# Exhibit 1 The Homes at Freedom Meadows Plat Map



# Exhibit 1 (continued) The Homes at Freedom Meadows Plat Map

## THE HOMES AT FREEDOM MEADOWS

PART OF LOT 9 OF CERTAIN SURVEY MAP NO. 1111, AS RECORDED IN VOLUME 1 OF CERTAIN SURVEY MAPS ON PAGE 5779 OF DOCUMENT NO. 13496320, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 19 NORTH, RANGE 16 EAST, CITY OF MEDINA, WINNEBAGO COUNTY, WISCONSIN

**RECORDING INFORMATION**

Book: \_\_\_\_\_ Page: \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_

State: \_\_\_\_\_

Recorded: \_\_\_\_\_

City Clerk: \_\_\_\_\_

**LEGAL DESCRIPTION**

That certain parcel of land, more particularly described as follows: \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_

State: \_\_\_\_\_

**OWNER DETAILS**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_


Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Occupancy: \_\_\_\_\_

Use: \_\_\_\_\_

Other: \_\_\_\_\_



McMAHON  
Professional Land Surveyors  
1000 North Lincoln Street  
Medina, WI 53401  
(608) 441-1111

**Exhibit 2**  
**The Homes at Freedom Meadows**

**Fee Schedule**

Total Developable Acres = 14.103  
Total Lots = 31

1. Subdivision Fee: \$1,000/acre x 14.103	\$14,103.00
2. Oversized sanitary sewer interceptor fee: \$1,000/acre x 14.103	\$14,103.00
3. Storm water management, erosion control, plan review and inspection fee: \$200 + \$75/lot	\$ 2,525.00
<hr/>	
<b>Total Fees Due Upon Billing</b>	<b>\$30,731.00</b>
Land Sale: \$8,882/acre x 14.103	\$125,262.85
<b>Due to City prior to signing Final Plat</b>	<b>\$125,262.85</b>

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

1. Acreage

Total Developable Acres	14.103
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2. Storm/Infrastructure Construction Costs

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

3. Summary Public Infrastructure Costs

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

4. Storm Water Pond Reimbursement Costs

Total Cost to Construct Storm Water Pond (estimated)	\$217,359.71
Land within storm water pond watershed	

- The Homes at Freedom Meadows (Phase II) – 12.88 Acres / 28%
- Phase IV – 13.00 Acres / 28%
- Phase V – 20.02 Acres / 44%

<b>Balance Due Developer for Storm Water Pond funded by Developer (estimated) (\$217,359.71 x 72%)</b>	<b>\$134,763.02</b>
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**NOTE:** The final amount due under this exhibit shall be determined based on an "as-built" cost determination at the conclusion of construction of the public improvements contemplated by this agreement.

**Exhibit 4**  
**The Homes at Freedom Meadows**

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

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

**Exhibit 5**  
**The Homes at Freedom Meadows**

**Escrow/Prepayment**

**Future Street and Sidewalk**

1.	Two-Inch Mat	\$45,500.00
	1,300 feet x \$35/centerline foot	
2.	Sidewalk Installation (at \$31/lineal foot)	\$80,600.00
	Honor Street: 2,600 feet = \$80,600	
	Liberty Avenue: X,XXX feet = \$XX,XXX	
<hr/>		
	<b>Total Prepayment/Escrow required</b>	<b>\$126,100.00</b>

**Exhibit 6**  
**The Homes at Freedom Meadows**

**Terrace Tree Contribution**

1.	Terrace Tree Contribution: \$150/lot x 31 lots	\$4,650.00
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<b>Total amount due</b>	<b>\$4,650.00</b>
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**Exhibit 7  
The Homes at Freedom Meadows**

**Oversize Sanitary Sewer**

**Estimated Developer's Cost Due City**

Sanitary Sewer Main Costs Due Developer (estimated <sup>1</sup> )	\$ 24,0482.00
Installation Inspection Fee Due Department of Public Works (estimated)	\$ 3,500.00
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<b>Total Due at the time of billing</b>	<b>\$ 3,500.00</b>

**<sup>1</sup> Assumptions for Sanitary Sewer Reimbursement**

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

**Exhibit 8  
The Homes at Freedom Meadows**

**Summary of Developer's Costs and Financing Per Lot**

Land Sale – Due to City Immediately

<u>Exhibit 2:</u>	\$8,882.00/acre x 14.103 acres	<u>\$125,262.85</u>
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Estimated Developer's Cost Due at Billing

<u>Exhibit 4:</u>	Inspection Fee – Water Utility (Estimate)	\$ 3,500.00
<u>Exhibit 7:</u>	Construction Inspection Fees (Estimate)	<u>\$ 3,500.00</u>

Estimated Public Storm Sewer Reimbursement Due Developer

<u>Exhibit 3:</u>	Public Storm Sewer (Estimate)	<b>\$ 13,582.00</b>
<u>Exhibit 3:</u>	Storm Water Pond Reimbursement (Estimate)	<b>\$ 134,763.02</b>

Estimated Oversized Water Main and Sanitary Sewer Reimbursement Due Developer

<u>Exhibit 4:</u>	16 inch water main and valves (Estimate)	\$ 53,800.00
<u>Exhibit 7:</u>	Oversize sanitary sewer main depth (Estimate)	<b>\$ 24,082.00</b>

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

<u>Exhibit 2:</u>	Subdivision Fee	\$ 14,103.00
	Oversized Sanitary Fee	\$ 14,103.00
	Storm Water Management Fee	\$ 2,525.00

<u>Exhibit 6:</u>	Terrace Tree Contribution (\$150.00 x 14 lots)	\$ 4,650.00
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<u>Exhibit 4:</u>	Oversized Water Main Fee	<u>\$ 31,604.12</u>
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<b>Total to be financed by City (estimated)</b>	<b>\$ 66,985.12</b>
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**Special Assessment Applied To  
Each Lot (estimated) and Due at Building Permit \$ 2,160.81**  
(\$66,985.12/31 lots = \$4,918.27/lot)

Developer's Escrow Fees Required

<u>Exhibit 5:</u>	Two-Inch Mat	<b>\$ 45,500.00</b>
	Sidewalk Installation	<b>\$ 80,600.00</b>
	<b>Total Escrow Required</b>	<b>\$ 126,100.00</b>