#### **CITY OF NEENAH**

### FINANCE AND PERSONNEL COMMITTEE MEETING Monday, November 11, 2024–5:30 p.m. Hauser Room, Neenah City Administration Building 211 Walnut Street, Neenah, Wisconsin

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

#### **AGENDA**

- 1. Public Appearances
- 2. Approval of Minutes from the October 28, 2024 Regular Meeting (minutes can be found on the City's website)
- 3. Annexation 236, Ordinance 2024-24 Annexing City of Neenah owned property south of Liberty Avenue in the Town of Vinland to the City of Neenah. (Attachments) (Schmidt)
- 4. Development and Fee Agreement for the Fourth Addition of the Homes at Freedom Meadows Plat Map. (Attachments) (Schmidt)
- 5. Fiscal Matters: September 2024 Vouchers (Attachments) (Rasmussen)
- 6. Adjournment

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Clerk's Office (920) 886-6100 or the City's ADA Coordinator at (920) 886-6110 or e-mail <a href="clerk@neenahwi.gov">clerk@neenahwi.gov</a> at least 48 hours prior to the scheduled meeting or event to request an accommodation.

## Repor

# CITY OF NEENAH FINANCE AND PERSONNEL COMMITTEE MEETING Monday, October 28, 2024 at 5:30 pm Hauser Room, Neenah City Administration Building 211 Walnut Street, Neenah, Wisconsin

#### **MINUTES**

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

<u>Present</u>: Chairman Erickson, Vice Chairman Boyette and Aldermen Ellis, Deputy Director of Finance Kahl.

<u>Also present:</u> Mayor Lang, City Attorney Rashid, Aldermen Lendrum and Pollnow, Information Technology Director Schroeder, and City Clerk Nagel.

Absent/Excused: Council President Borchardt and Alderman Steiner.

1. Public Appearances:

Alderman Pollnow requested the carryforwards be included on the quarterly financial statement.

- 2. <u>Minutes</u>: Motion/Second/Carried Borchardt/Steinert to approve the minutes from the September 23, 2024 regular meeting as written. All voting aye.
- 3. Request Approval to Purchase Equipment and Services to Upgrade Network Switches and Wireless Access Points (Attachments) (Schroeder)

Director Schroeder explained the current switches and wireless unites are end of life and no longer supported. The project was originally a 2023 project, but due to a shift in priorities, the money was carried forward to 2024. A plan has been developed to replace the hardware this year.

Motion/Second/Carried Ellis/Boyette to recommend Council approve the purchase equipment and services to upgrade network switches and wireless access points at a cost not to exceed \$135,906, with funding coming from the budgeted Information Systems capital equipment projects for switch upgrades wireless upgrades, all voting ave.

- 4. <u>Fiscal Matters: 3<sup>rd</sup> Quarter Financial Statement (Attachments) (Rasmussen)</u> Motion/Second/Carried Boyette/Ellis accept and place on file, all voting aye.
- 5. Adjournment

Motion/Second/Carried Ellis/Boyette to adjourn the meeting 5:37 pm. All voting aye.

Respectfully submitted,

Charlotte Magel

Charlotte Nagel City Clerk



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

DATE: November 11, 2024

**TO:** Mayor Lang, Finance Committee and Common Council

FROM: Brad Schmidt, Deputy Director of Community Development

RE: Annexation #236 (Liberty Avenue– T. of Vinland) – 20.9 Acres

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

- Revenues will be generated from development review fees, plan reviews and construction permits.
- The subject land is currently owned by the City and will be sold to Van Sistine Homes, LLC in the amount of \$114,268.01.
- The proposed annexation includes approximately 20.9 acres of land west Woodenshoe Road and south of Liberty Avenue in the Town of Vinland.
- The purpose of the annexation is to develop the 2nd Addition to Freedom Acres. Approximately 26 single-family lots will be developed.
- Upon annexation, the Zoning Classification will be R-1, Single-Family Residence District.
- The proposed annexation will not have any significant impact on the Assessor's operation.

#### Recommendation

The Department of Community Development and Assessments recommends Ordinance #2024-24 be approved and the petition for annexation of 20.9 acres of land located west of Woodenshoe Road and south of Liberty Avenue be accepted.

## **Annexation Description**

Part of the Northwest 1/4 of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin

Land being part of the Northwest 1/4 of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin, containing 910,322 Square Feet (20.8981 Acres) of land described as follows:

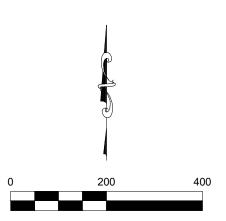
Commencing at the South 1/4 corner of Section 01, Township 19 North, Range 16 East said point also being the Point of Beginning of the lands being Annexed to the City of Neenah; thence, N00°28'59"W, along the West line of the Southeast 1/4 said Section 01, 1695.07 feet; thence, N89°37'05"E, 652.51 feet to the Northwest corner of Lot 62 of the 1st Addition to Freedom Acres; thence, S12°32'12"W along the west line of the 1st Addition to Freedom Acres, 359.09 feet; thence, S05°31'25"W along the west line of the 1st Addition to Freedom Acres, 703.73 feet; thence, S01°26'40"E along the west line of the 1st Addition to Freedom Acres, 633.51 feet to the South line of the Southeast 1/4 said Section 01; thence; along said South line, S88°18'14"W, 508.71 feet to the Point Of Beginning of the lands being Annexed to the City of Neenah.



File: 8613Annex.dwg Date: 11/05/2024 Drafted By: scott Sheet: Descript

## Annexation Exhibit

Part of the Northwest 1/4 of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin



Bearings are referenced to the South line of the Southeast 1/4, Section 01, T19N, R16E, assumed to bear S88°18'14"W, base on the Winnebago County Coordinate System

File: 8613Annex.dwg Date: 11/05/2024 Drafted By: scott Sheet: Exhibit



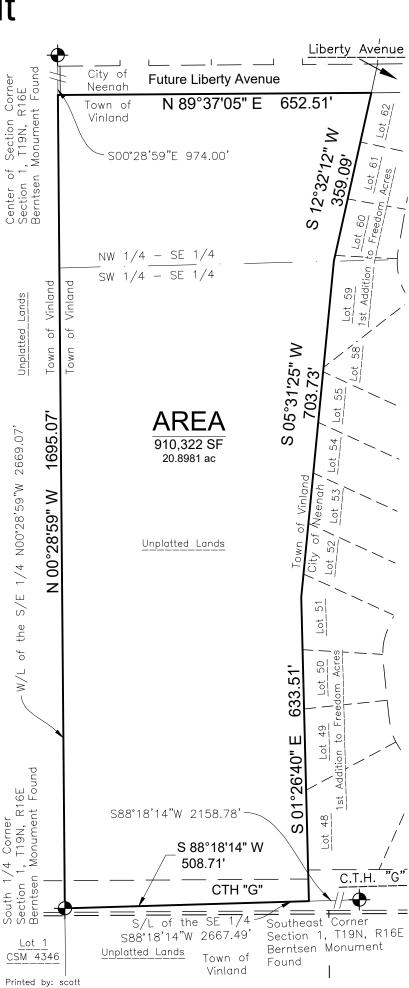
## **DAVEL ENGINEERING &** ENVIRONMENTAL, INC.

Civil Engineers and Land Surveyors

Ph: 920-991-1866 Fax: 920-441-0804

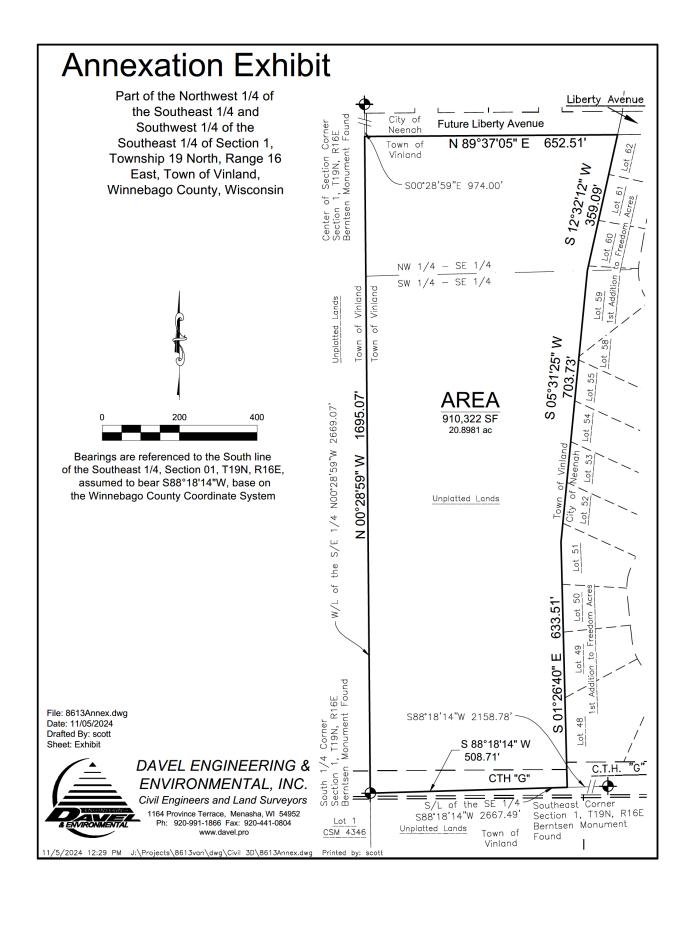
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1164 Province Terrace, Menasha, WI 54952 www.davel.pro



November 11, 2024- Page 2







## Memorandum

To: Lorie Raddatz

From: Fire Chief Travis Teesch

Date: October 31, 2024

Subject: AX236 Second Addition to Freedom Acres Subdivision

This memo is reference to the proposed annexation which includes 26 single-family lots.

I found that this annexation would has no immediate impact to the operations of Neenah-Menasha Fire Rescue as vacant property. **However, as this property is developed this annexation would have an impact on NMFR operations.** The annexation begins to stretch response times and the protection capabilities that currently exist with Neenah-Menasha Fire Rescue.

If you have any questions or concerns, please let me know.



## Department of Parks & Recreation

phone: 920-886-6062

email: emccoy@ci.neenah.wi.us

fax: 920-886-6069

**DATE:** 4 November 2024

**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 236, Town of Vinland

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

<u>Service Radius</u> – 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.

This property falls within an area that will be served by a newly created yet to be named park within the Freedom Acres Subdivision

<u>Additional Personnel</u> – Future consideration maybe required.

Additional Equipment –Future consideration maybe required.

<u>Additional Improvements</u> – Development of a new community park has been identified in the 5 year Capital Improvement Plan.

The annexation is recommended.



## **NEENAH POLICE DEPARTMENT**



Chief Aaron L. Olson

## Memo

To: Neenah City Council and Mayor Jane Lang

From: Chief Aaron L. Olson

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

Date: 10/31/2024

Re: Annexation 236, Town of Vinland

The Neenah Police Department has received a copy of the petition for Annexation 236, which is located the Town of Vinland, Winnebago County, Wisconsin. The purpose is to develop the 2nd Addition to Freedom Acres Subdivision which includes 26 single-family lots. The annexation land has a population of zero.

We review annexation requests based on the following criteria:

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

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

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

Anticipated Use: No known law enforcement concerns currently.

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

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

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





## MEMORANDUM

DATE: November 4, 2024

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

FROM: Gerry Kaiser, Director of Public Works

**RE:** AX-236 Impact Memo – 2<sup>nd</sup> Addition to Homes at Freedom Acres

In response to City Clerk Nagel's note of October 31, 2024, relative to the above annexation, I submit the following in accordance with Section 26-29, City of Neenah Code of Ordinances.

- A. <u>Additional Personnel</u>: This annexation in conjunction with other annexations in this immediate area will trigger the need for one additional public works staff to maintain streets and infrastructure, collect garbage and recyclables, and continue to provide the current level of service. We have reached the point of needing to add this staff.
- B. Additional Equipment: Automated solid waste collection truck (est. \$375,000).
- C. New Buildings: No new buildings would be required.
- D. Additional Public Improvements and Costs: \$0

  1. None.
- E. Miscellaneous Costs: \$0
- F. Estimated Revenues: \$209,000.00
  - 1. Fees

1. None.

a. Oversized existing sanitary sewer interceptor fee at \$1,000/acre. \$20,900.00

Est. Actual size = 20.9 acres

Size per Ordinance = 20.9 acres

b. Storm sewer fee at \$9,000/acre.Est. actual size = 20.9 acres (including wetlands)

Size per Ordinance = 20.9 acres (This includes wetlands. Final payment calculation will deduct wetlands acreage from this total.)

- 2. <u>Deferred Assessments</u>: \$58,866.75
  - Southwest Pond: 57% of the pond construction cost is to be charged to the 2<sup>nd</sup> Addition to Freedom Acres. Total pond cost is estimated at \$103,275.

#### **Total Fees and Assessments**

\$ 267.866.75

\$ 188,100.00

\$58,866.75

G. Recommendation: This annexation is recommended.



## Neenah Water Utility

211 Walnut St. PO Box 426 Neenah, WI 54957-0426 Office: (920) 886-6182 Cell: (920) 858-6300

Email: amach@ci.neenah.wi.us

Anthony L. Mach

Director of Neenah Water Utility

## **MEMORANDUM**

DATE: November 4, 2024

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

**Personnel Committee** 

FROM: Anthony L. Mach

**RE:** Annexation 236 – 2<sup>nd</sup> Addition to Freedom Acres

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 20.9 acres of property currently located in the Town of Vinland.

- 1. Adding additional properties and water main to the system will require additional personnel in the future.
- 2. Upon establishment of Water Utility service, twenty-six (26) 5/8" water meter units will be installed at an estimated cost of \$5,980. This cost will be recovered through quarterly base meter charges.
- 3. No additional buildings will be required.
- 4. Water mains and services for this area will be installed the Developer. The Water Utility is proposing to oversize the water mains and valves along Freeman Drive from 8" to 12" to accommodate future expansion.
- 5. The estimated annual cost to treat and deliver water to these properties is \$2,930. The users will be billed for water usage through the quarterly utility bill.
- 6. The estimated direct Water Utility cost is \$5,980 for the purchase of the meters and endpoints. In addition, the requested oversizing of water mains and valves will have an estimated cost of \$23,400.
- 7. The estimated annual Water Utility revenue is \$6,060 for water, \$2,180 for meter base charges, and \$2,210 for fire protection, for a total revenue of \$10,450 per year. Sewer and storm water revenues are not included in these estimates. In addition to establishment of City water service, if the property owner decides to keep their existing well, the well must be tested per Neenah Water Utility requirements and a \$50 licensing fee per well will be due to the Water Utility. Within this development, the water main oversizing assessment due is estimated to be \$2,240 per acre applicable to approximately 20.9 acres for a total estimated assessment of approximately \$46,820.
- 8. We recommend approving this annexation.



AN ORDINANCE: By the Neenah Plan Commission
Re: Annexing City of Neenah owned property south
of Liberty Avenue in the Town of Vinland to the
City of Neenah.

ORDINANCE N	NO. 2024-24	
Introduced:		
Committee/Cor	mmission Action:	

## **AN ORDINANCE**

The Common Council of the City of Neenah, Wisconsin, do ordain as follows:

**Section 1.** Pursuant to Section 66.0223, Wis. Stats., the following described territory contiguous to the City of Neenah and presently in the Town of Vinland, be and the same hereby is, annexed to the City of Neenah, and the corporate limits of said City are hereby extended so as to include the following described property and shown on the attached Exhibit A:

Land being part of the Northwest 1/4 of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin, containing 910,322 Square Feet (20.8981 Acres) of land described as follows:

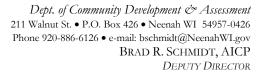
Commencing at the South 1/4 corner of Section 01, Township 19 North, Range 16 East said point also being the Point of Beginning of the lands being Annexed to the City of Neenah; thence, N00°28'59"W, along the West line of the Southeast 1/4 said Section 01, 1695.07 feet; thence, N89°37'05"E, 652.51 feet to the Northwest corner of Lot 62 of the 1st Addition to Freedom Acres; thence, S12°32'12"W along the west line of the 1st Addition to Freedom Acres, 359.09 feet; thence, S05°31'25"W along the west line of the 1st Addition to Freedom Acres, 703.73 feet; thence, S01°26'40"E along the west line of the 1st Addition to Freedom Acres, 633.51 feet to the South line of the Southeast 1/4 said Section 01; thence; along said South line, S88°18'14"W, 508.71 feet to the Point Of Beginning of the lands being Annexed to the City of Neenah.

The land to be annexed includes part of parcel number 026 located in the Town of Vinland

- **Section 2.** Said annexation is proposed to be zoned R-1, Single-Family Residence District upon annexation.
- **Section 3.** That the limits of the Third Aldermanic District in the City of Neenah are hereby extended in such manner as to include said territory.

- **Section 4.** Severability. In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.
- **Section 5.** Repeal and Effective Date. All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

	Approved:
Adopted:	
	Jane B. Lang, Mayor
Published:	Attest:
	Charlotte Nagel, City Clerk





## MEMORANDUM

DATE: November 11, 2024

TO: Mayor Lang and Members of the Finance and Personnel Committee

FROM: Brad Schmidt, AICP, Deputy Director of Community Development

**RE**: Development and Fee Agreement – Fourth Addition to The Homes at Freedom

Meadows Subdivision

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

The proposed plat includes 47 single-family residential lots located along the northside of Liberty Avenue. The land is zoned R-1, Single-Family Residence District. This subdivision is the final phase of the Homes at Freedom Meadows subdivision.

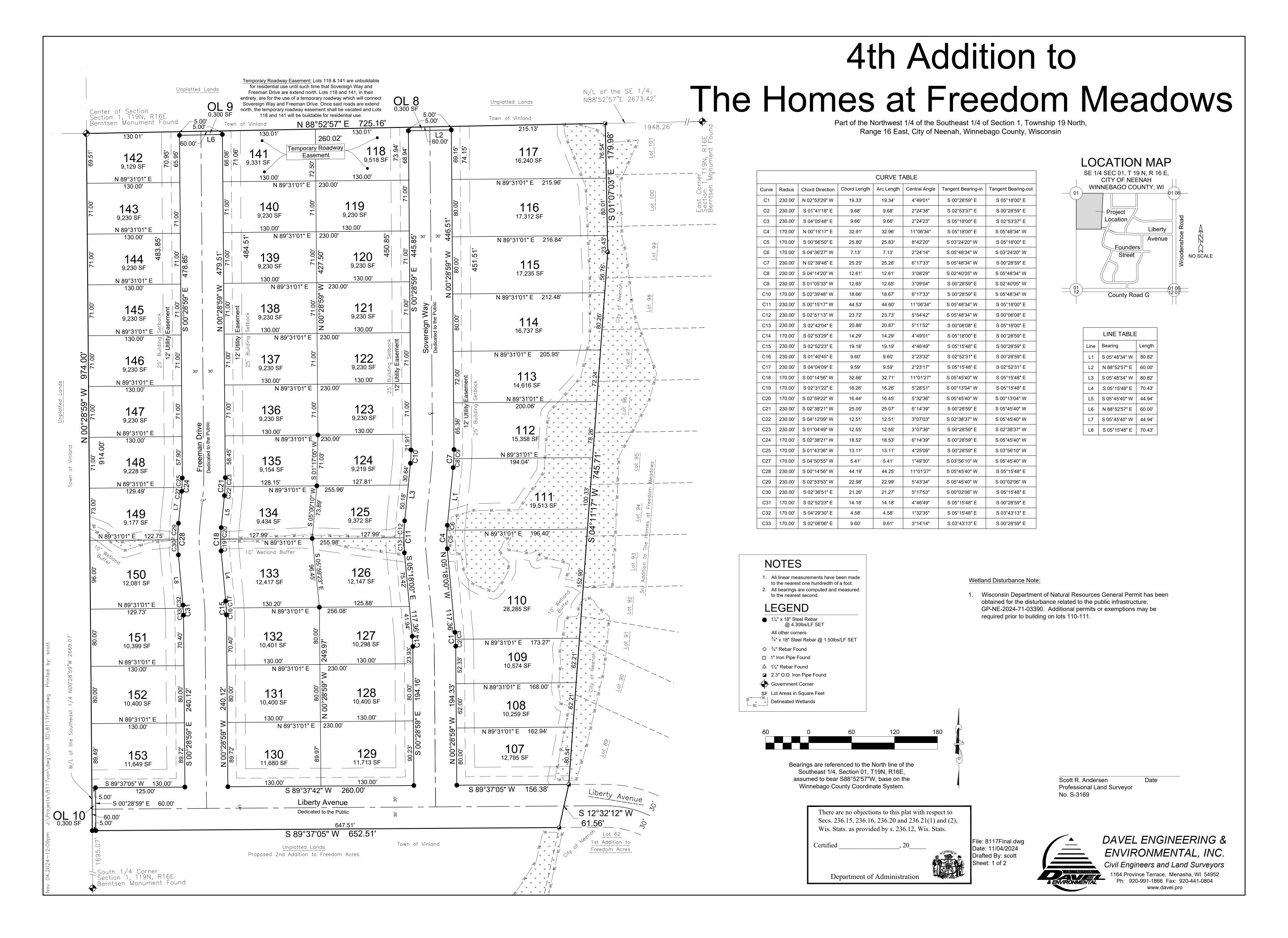
The Developer is responsible for installing public utilities (water, sanitary sewer, and storm water). The City will inspect the installation of those utilities prior to accepting them as public. Additional costs are held in an escrow account including future sidewalk along Freeman Drive, Sovereign Way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

Upon approval of the proposed development agreement, the Developer will purchase, from the City, the land for **\$123,908.19**.

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) \$15,720.40
- Oversized Sanitary Sewer Fee (\$1000/acre) \$15,720.40
- Street Trees (\$200/lot) **\$9,400**
- Storm water Management Fee (\$200+\$75/lot) \$3,725.00
- Oversized Water Main Fee (\$2,240.95/acre) \$35,228.63
- Inspection Fees (Billed to Developer) Water Inspection (\$5,000) and DPW Inspection (\$3,100)
- Storm Water Pond Construction (Reimbursement to Developer) \$58,886.75
- Oversized Sanitary Sewer (Reimbursement to Developer) \$32,745.80
- Escrow amount for sidewalk and gravel street maintenance \$247,025.00

An appropriate action at this time is to recommend Common Council approve the Fourth Addition to The Homes at Freedom Meadows Subdivision Development and Fee Agreement.



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

Land being part of the Northwest 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin, containing 684,781 SquareFeet (15.7204 Acres) of land described as follows:

Commencing at the East 1/4 corner of Section 01, Township 19 North, Range 16 East; thence, S88°52'57"W, along the North line of said Section 01, 1948.26 feet to Northwest corner of Lot 101 of the 3rd Addition to The Homes at Freedom Meadows, said point also being the Point Of Beginning of the lands being Annexed to the City of Neenah; thence, S01°07'03"E, along the west line of Lot 101,Lot 100, and Lot 99 of said 3rd Addition, 179.98 feet; thence, S04°11'17"W, along the west line of Lots 99-89 of said 3rd Addition, 745.71 feet to the intersection of said west line and the north line of Liberty Avenue (Public Right of Way) as dedicated to the public within the 1st Addition to Freedom Acres; thence, S12°32'12"W, along the west line of said public right of way, 61.56 feet to the south line of said public right of way; thence, S89°37'05"W, along the south line of the Proposed public right of way, 652.51 feet to the west line of the Southeast 1/4 of Section 01, Township 19 North, Range 16 East; thence, N00°28'59"W, along said west line, 974.00 feet to the North line of the Southeast 1/4 of said Section 01; thence, N88°52'57"E, along said north line, 725.16 feet to the Point Of Beginning of the lands being Annexed to the City of Neenah.

Recording Area

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

Parcel No.: 811-4000-00-07

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

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

WHEREAS, <u>Exhibit 1</u> 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. <u>Sanitary Sewer Interceptor Fee and Subdivision Fee.</u> The Developer shall pay the City a sanitary sewer interceptor fee in the amount of \$1,000.00 per acre (the "Sewer Fee") and a subdivision fee of \$1,000.00 per acre (the "Subdivision Fee") for the Improvements to the Development as more particularly detailed in <u>Exhibit 2</u>. As subsequent phases are developed, the Developer shall be billed for the sewer fee and the subdivision fee at the established rate in effect at the time of platting.
- 2. Storm Water Infrastructure Fee. The Developer shall pay a storm water infrastructure fee in the amount of \$9,000.00 per acre (the "Storm Water Fee") as detailed in <a href="Exhibit 3">Exhibit 3</a>. In addition to the lots created in the subdivision, the storm water acreage calculation shall include street right-of-way and all other public land including, but not limited to parks, and easements lying within and/or adjacent to the subdivision. Existing mapped wetlands shall be excluded from storm water acreage calculation. This storm water infrastructure fee shall include all construction costs associated with storm water infrastructure installation except for the following which shall be funded entirely by the Developer:
  - design engineering
  - plan and specification development
  - contract bidding
  - construction engineering
  - final inspection
  - erosion control
  - yard drains and associated piping
  - perforated catch basin drain pipes
  - final storm sewer cleaning and televising

- plan review by the City
- field staking and surveying
- project administration
- construction inspection
- final "as built" measurements
- bedrock blasting and removal
- storm sewer house laterals
- storm water ponds

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

- 3. **Storm Water Ponds.** This development is served by a storm water pond constructed as part of the future 2<sup>nd</sup> Addition to Freedom Acres (south of the proposed development). The City recognizes that the subject storm water pond serve areas outside of that development and has agreed to hold a portion of that construction cost as a deferred assessment against other served areas. Exhibit 3 outlines the share of the pond cost attributed to the Development.
- 4. **Storm Water Management.** The Developer shall pay a storm water management, erosion control, plan review and inspection fee of \$200 per plat plus \$75 per lot (<u>Exhibit 2</u>) 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 <a href="Exhibit 4">Exhibit 4</a>.

- 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 <a href="Exhibit 4">Exhibit 4</a>.
- 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 <a href="Exhibit 7">Exhibit 7</a>. 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. <a href="Purchase Price">Purchase Price</a>. 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 (Fourth Addition to The Homes at Freedom Meadows) which accounts for 15.7204 acres at a price of \$7,882/acre for a total sales price of \$123,908.19. This amount is due to the City prior to the City signing the Final Plat. See <a href="Exhibit 2">Exhibit 2</a> for more information.

#### 10. Streets, Curb and Gutter and Sidewalks Within the Subdivision Plat.

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

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

- Freeman Drive
- Sovereign Way
- Liberty Avenue

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

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

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

Two-Inch Asphalt Mat. The Developer shall pay the full cost of placing a two-inch asphalt mat on identified streets within the plat, including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas (hereinafter "Temporary Asphalt Street"). Cost for said two-inch mat construction shall be prepaid, or escrowed, by the Developer based on estimated costs for similar construction. In the event that actual costs are less than the escrowed fund, any such excess of the escrowed funds shall be returned to the adjacent lot owners of record at the time of the final payment for the work. In the event that the escrow is insufficient, then the City reserves the right to special assess the shortage against the individual lots in Development (See Exhibit 5).

In late spring or early summer following the installation of utilities and gravel as provided for above, and after the gravel street and utility trenches have been subject to a winter "freeze-thaw" cycle and settled, the Developer shall grade and remove all mud and non-granular deleterious materials, re-shape and fine grade the gravel street, and add any required gravel to re-establish the true, designed grade, profile and cross section of the gravel streets. The City shall then install a two-inch asphalt mat surface on the streets. The City shall establish and enforce spring load limits on all asphalt mat streets.

Should the City determine that it is in its best interests to place a temporary two-inch asphalt mat on streets within the plat not initially identified in this Agreement, including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas, cost for said two-inch mat construction shall be special assessed against the individual lots in the Development.

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

Sidewalks: The Developer shall pre-pay or escrow the estimated cost for installing sidewalk at the locations identified in <a href="Exhibit 5">Exhibit 5</a>. The Developer shall include language in their lot sale contracts requiring construction of public sidewalk to be done by the lot owner in conjunction with home construction. Said terms shall apply to all successors to lot ownership. As sidewalk is built,

the Developer shall receive the proportionate share of the escrow. Any gaps in the sidewalk shall be filled by the City at time of final street construction using funds remaining in the escrow.

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

Temporary Street Connection (Lots 118 and 141). A temporary roadway easement will be placed on Lot 118 and Lot 141 to provide a connection between Freeman Drive and Sovereign Way. The Developer is responsible for constructing the roadway connection within the easement, similar to other streets within the plat. When Sovereign Way and Freeman Drive are extended north in the future, the temporary easement can be removed and the lots developed.

- 11. Contract Procedures. The Developer's engineer shall prepare the contract documents, construction plans and specifications, let the contracts, and provide all supervision, and all contract administration for the installation of sanitary sewer, storm sewer, water main, grading and graveling, and all appurtenances and shall bill the Developer for these services. The Developer's design engineer shall perform the construction staking. All plans and specifications for the improvements shall be consistent with City specification standards. The City shall review for approval all plans, specifications and contract documents in a timely manner. The City shall provide all construction inspection and shall bill the Developer for these services. Notwithstanding anything to the contrary in this agreement, construction inspection services by the City is not intended to, nor does it provide any guaranty, proper or satisfactory, of performance. inspection services provided for by the City are for the City's benefit and may be relied upon only by the City. In the event that Improvements installed by the Developer do not operate properly even after inspections by the City, it shall remain the Developer's responsibility, at the Developer's sole cost, to correct any deficiencies so that the Improvements are working properly and in full compliance with all applicable standards before the City is obligated to accept the Improvements as part of the public infrastructure.
- 12. **Park Dedication.** [Intentionally left blank]
- 13. <u>Outlots and Public Parks.</u> The proposed outlots within the Development shall be transferred to the City for City ownership at no cost to the City. The City intends to maintain the outlots in as-is condition and reserves the right to dedicate said outlots as public right-of-way in the future.
- 14. Sewer Cleaning and Televising Inspection. Upon completion of installation of grading and graveling and prior to final acceptance by the City, the Developer shall clean all sanitary and storm sewer mains, all catch basin leads and all back yard drain pipes using a City approved sewer cleaning contractor utilizing modern "jet trucks" of adequate horsepower and capacity. Upon completion of sewer cleaning all sewer mains and backyard drainpipes shall be televised in color and the televising records provided to the City in a City-approved electronic format. Catch basin leads do not need to be televised but all leads must be cleaned and lamped and their condition verified in a written report. All catch basins and backyard drains shall be cleared of gravel and debris.
- 15. Public Improvements Dedication. The Developer agrees to convey by deed or dedication to the City all the streets, roads, courts, avenues, drives, public ways and parks in the Plat. Developer further agrees to convey the public access ways and storm water detention ponds by deed to the City. All public improvements contemplated in the final plat shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the final plat and this agreement. The City agrees to accept the dedication of all the Public Improvements in the Plat, whether by deed, dedication or easement subject to the City's Acceptance of the Public Improvements provided they are constructed according to the City's specifications and in

accordance with and subject to the terms of the City's Subdivision Ordinance.

16. <u>Utilities.</u> 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.

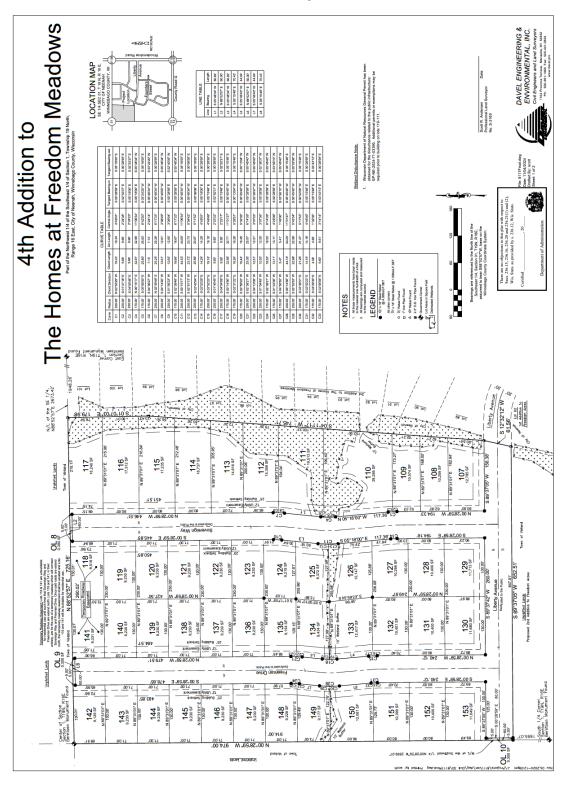
- 17. Off-Site and Other Existing Improvements. [Intentionally left blank]
- 18. <u>Terrace Trees Contribution</u>. The Developer shall pay a terrace tree contribution in the amount of \$200.00 per lot. This terrace tree contribution shall be paid by the Developer, on a per lot basis at the time of final closing of each lot sale. The subdivision plat shall note on its face "\$200.00 per lot 'Terrace Tree' contribution". This contribution will be deposited in the "City of Neenah Carpenter Tree Fund Trust" tax-exempt account and will be used to plant trees on the street terraces within the subdivision at the time curb and gutter is installed (<u>Exhibit 6</u>).
- 19. <u>Building Permits.</u> 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. <u>Plan Review and Construction Inspection.</u> The Developer shall pay a fee for plan review and construction inspection of proposed improvements as outlined in <u>Exhibit 7</u>. Said Fee shall be based on \$3,725 for plan review and an estimated \$8,100 for inspections by City staff. Actual costs shall be determined based on actual time spent by City Staff. In the event that the City, in its sole discretion, determines that it requires the assistance of either outside consultants to review plans or provide for construction inspection services, the Developer shall pay the actual cost of such outside consulting services plus 10% for administration.
- 21. <u>Damages.</u> The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at Developer's own cost, any damage caused to any public or private property by the installation of the improvements.
- 22. City Costs. [Intentionally left blank]
- 23. <u>Estimated Cost Summary Escrow Payment.</u> The estimate of costs paid by the Developer is attached hereto as Exhibits 2-7 (Summarized in <u>Exhibit 8</u>) and shows the items and estimated amounts to be paid by the Developer, including the basis for the Sewer Fee and Storm Water Fee. The total of the estimate of costs provides the basis for determining the amount of the escrow. The Developer shall submit a payment to be held in a City escrow account in the amount of \$247,025.00. The escrow amount is based on the sums shown in <u>Exhibit 5</u>.
- 24. <u>Financing Alternative.</u> 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 <u>Exhibit 8</u>. The Developer

shall indicate, in writing, whether the per lot fee would be paid to the City when the lot is sold to a third party and collected at time of lot closing, or the fee would be collected at the time a building permit is issued. A three (3) percent administrative fee will be added to fees collected at time of a building permit. The owner of any lot for which the fees have not been paid by January 1, 2030, shall be issued a bill for the unpaid balance on the individual lot. Developer specifically agrees to waive all assessment procedures, including the right to notice and hearing, pursuant to Wis. Stat. §66.0703(7)(b) and hereby consents to the imposition of the fees and costs anticipated by this Agreement as special assessments against the property in the Development.

- 25. <u>Consistency With Adopted Ordinances and Resolutions</u>. The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.
- 26. Merger; Successors and Assigns. This Agreement, together with all referenced and attached Exhibits, sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written. The terms of this Agreement shall survive any closing involving the transfer of lots to any grantee and shall not merge with the deed. The terms and conditions of this Agreement shall be binding on successors and assignees of the Developer.
- 27. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin and the venue for resolution of any legal action commenced to enforce same shall be in the Wisconsin Circuit Court for Winnebago County.
- 28. **Severability.** It is understood and agreed that the provisions of this agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other, remaining provisions contained herein.
- 29. <u>Modification</u>. This agreement may not be modified or amended, except in writing, with the written approval of both the City and the Developer.
- 30. <u>Notices</u>. 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:	If to Developer:
Director of Public Works City of Neenah 211 Walnut Street Neenah, WI 54956	Van Sistine Homes, LLC Attn: Richard Van Sistine III 203 W Wisconsin Avenue Neenah, WI 54956
Dated thisday of, 2024.	
CITY OF NEENAH	VAN SISTINE HOMES, LLC
Jane Lang, Mayor	Richard C. Van Sistine III, Member
Attest:(SEAL) Charlotte Nagel, City Clerk	
AUTHENTICATION Signature(s) of <u>Jane Lang, Mayor and Charlotte</u> Nagel, City Clerk authenticated this day of, 2024.	ACKNOWLEDGMENT STATE OF WISCONSIN ) ) ss. COUNTY OF )
David Rashid Title: Member State Bar of Wisconsin	Personally came before me this day of, 2024 the above- named Richard C. Van Sistine III who acknowledged that he is sole
THIS INSTRUMENT DRAFTED BY:	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
David Rashid, City Attorney 211 Walnut St., Neenah, WI 54956	behalf.
(SIGNATURES MAY BE AUTHENTICATED OR ACKNOWLEDGED. BOTH ARE NOT NECESSARY.)	Notary Public, County, Wisconsin.  My commission is permanent.  (If not, state expiration date:)

Exhibit 1
Fourth Addition to The Homes at Freedom Meadows
Plat Map



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

om Meadows	Common Consol Benedictor.  Reported the Auditor to The Notes of Feedom Naciona, is the Chy of Nescath is hereby approved by the Common Consol Common Consol Common Consol Common	Planning Commission Representative Date	Treasury's Carifficials	We being the duly elected, qualified and acting Treasurent of the Chy of Neemb and Winnebago County, do thereby cerify that in exponenties with the council in our diffice here are no unecessed as sales and ungaid base, or optical assessments on and of the land included in this Subdivision Plat.		County Treasurer Date		City Treasurer Date	This Plat is contained wholly within the property described in the following recorded instruments:	Owners of record: Recording Information Parcel No(s):  Van Skilter Homen, LLC.  Doc. No.										There are no objection to the plat with expect to see a second to the plat of
h Addition to The Homes at Freedom Meadows	Assistance of the metal; without goe, and communications service in kneety granted by  We finder kneets, LLC Constitut, in  We constitute for fearing and an advantage of the constitution	The grant of essement shall be binding upon and inure to the bennellt of the heirs, successors and assigns of all parties hereto.	Van Seitre Hornes, LLC	Richard C. Van Sistine III. Date Managing Benther		Montaners 2 Certificate	Nicolet Nation Bant, a corporation day organized and existing under and by virtue of the laws of the State of Wisconsin, Montgages of the above described land, does hereby consent to the surveying, dividing, imapping and dedication of the land	described on this pilat, and does hereby consent to the above conflictate of Van Stisline Homes, LLC, owner.	IN WITNESS WHEREOF, the said Nicolel Nation Bank has caused these presents to be signed by	, its President, and countersigned by	its Secretary or Cashier, at	hereunio allixed this day of, 20		President Date	Secretary or Cabhier Date	State of Wisconsin)	County) ss	Personally came before me this day of, 20	and account to the present of the above named corporation, to the presents who are executed the properties and executed the properties and corporation, the account of the	Neury Public, Westoren by Convention Eujews Public, Westoren Public Westoren Control Public Wastoren Public Westoren Public We
4th Additior	Locate Annual Confidence  Locate Montane Annual Confidence and the additional confidence with the provisions of all confidence with the provisions of all confidence and the additional confidence and additional co			Scott R. Andersen, Wisconsin Professional Land Surveyor No. S-3169	Owner's Certificate of Dedication	Vin Stater (Arten, LLC a landarability conseque), organizada and estado que esta vivina of the taxes of the State of Vintocenius, as owner, does investly certify that sale inflamit libelity company caused the land described on this platt to be surveyed, divided, mapped and dedicated as represented on this platt.	Van Statine Hornes, LLC, does further centify this plut is required by a 238, (0 or a 238, 12 be authritted to the following for approval or objection:	City of Nemah Windows County Plauming and Zoning Department Windows County Plauming and Zoning Department Department of Administration	Dated this day of, 20	In the presence of: Van Sistine Homes, LLC	Richard C. Van Stefen III, Managing Member	State of Wisconsin)	County) as	Personally came before me this	My Commission Expires Motary Public, Wisconsin					rinda√√r wladozi⇒zozna

## **Exhibit 2 Fourth Addition to The Homes at Freedom Meadows**

### Fee Schedule

## Total Developable Acres = 15.7204 Total Lots = 47

1. Subdivision Fee: \$1,000/acre x 15.7204	\$15,720.40
2. Oversized sanitary sewer interceptor fee: \$1,000/acre x 15.7204	\$15,720.40
3. Storm water management, erosion control, plan review and inspection fee: \$200 + \$75/lot	\$3,725.00
Total Fees Due Upon Billing	\$35,165.80
Land Sale: \$7,882/acre x 15.7204	\$123,908.19
Due to City prior to signing Final Plat	\$123,908.19

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

1. Acreage

Total Developable Acres – 15.7204

15.7204

2. Storm/Infrastructure Construction Costs

Total Public Costs (estimated)

\$486,835.41

3 Summary Public Infrastructure Costs

.

Developer Storm Fee Due City (\$9,000/ac x 15.7204 acres)	\$141,148.36
Public Storm Sewer Funded by Developer (estimated)	(\$486,835.41)
Balance Due Developer for Public Storm Sewer Funded	(\$345,351.81)
by Developer (estimated)	

4. Storm Water Pond Reimbursement Costs

Construction Cost of pond in 2<sup>nd</sup> Add of Freedom Acres = \$103,275

Total Watershed Served by Pond = 36.62 acres

Contributing Area within this Phase = 15.72 acres

Percent of Total Watershed = 43%

Contributing Area within 2<sup>nd</sup> Add to Freedom Acres = 20.9 acres Percent of Total Watershed = 57% \$ 58.866.75

City Reimbursement to Developer for Pond Construction Cost (Developer will reimburse this amount in the 2<sup>nd</sup> Addition to Freedom Acres)

**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 Fourth Addition to The Homes at Freedom Meadows**

## Water Main Costs Public Infrastructure (Estimated)

1.	Acreage	
Tot	al Developable Acres	15.7204
2.	Water Main Infrastructure Costs	
Tot	al Private (Developer) Construction Costs (estimated)	\$408,828.00
3.	Total Public Infrastructure Costs	
Tot	al Water Main Oversizing Costs Due Developer (estimated)	\$27,320.00
4.	Inspection Fee Due Water Utility Upon Billing (estimated)	\$5,000.00
5.	Water Main Oversizing Fee - \$2,240.95/acre (Due City)	\$35,228.63
Tot	al Water Main Oversizing Fee Due to City	\$35,228.63

## **Exhibit 5 Fourth Addition to The Homes at Freedom Meadows**

#### **Escrow/Prepayment**

#### **Two-Inch Mat, Future Street and Sidewalk**

1. Gravel Street Maintenance (\$10/centerline foot) \$25,400.00

Freeman Drive: 940 feet Sovereign Way: 940 feet Liberty Avenue: 660 feet

2. Sidewalk Installation (at \$45/lineal foot) \$221,625.00

Freeman Drive: 1,832 LF Sovereign Way: 1,834 LF Liberty Avenue: 1,259 LF

**Total Prepayment/Escrow required** 

\$ 247,025.00

## **Exhibit 6 Fourth Addition to The Homes at Freedom Meadows**

## **Terrace Tree Contribution**

	Total amount due	\$9,400.00
1.	\$200/lot x 47 lots	\$9,400.00
1	Lerrace Tree Contribution.	

#### Exhibit 7 **Fourth Addition to The Homes at Freedom Meadows**

### **Oversize Sanitary Sewer**

### **Estimated Developer's Cost Due City**

Total Due at the time of billing	\$ 3,100.00
Installation Inspection Fee Due Department of Public Works (estimated)	\$ 3,100.00
Sanitary Sewer Riser Costs Due Developer (estimated¹)	\$ 7,440.00
Sanitary Sewer Manhole Costs Due Developer (estimated1)	\$ 16,320.80
Sanitary Sewer Main Costs Due Developer (estimated¹)	\$ 8,985.00

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

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

## **Exhibit 8 Fourth Addition to The Homes at Freedom Meadows**

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

Land Sale –	Due to City Immediately		
Exhibit 2:	\$7,882.00/acre x 15.7204 acres	<u>\$1</u>	23,908.19
Estimated D	eveloper's Cost Due at Billing		
Exhibit 4: Exhibit 7:	Inspection Fee – Water Utility (Estimate) Construction Inspection Fees (Estimate)		5,000.00 3,100.00
Estimated S	torm Sewer Due City		
Exhibit 3: Exhibit 3:	Storm Water Pond Construction due Developer Public Storm Sewer Fee Due Developer	\$	58,886.75
(Estimate)		\$ :	<u>345,351.81</u>
Estimated O	versized Water Main and Sanitary Sewer Reimbursem	ent	Due Developer
Exhibit 4: Exhibit 7: Exhibit 7: Exhibit 7:	12 inch and 16 inch water main and valves (Estimate) Oversize sanitary sewer main depth (Estimate) Oversize sanitary sewer manhole depth (Estimate) Oversize sanitary riser depth (Estimate)	) \$ \$ \$	27,320.00 8,985.00 16,320.80 7,440.00
	eveloper's Costs to be Financed by City of Neenah (No	<del>ب</del> In ا	
<u>LStilliated D</u>	eveloper 3 Costs to be 1 maneed by Oity of Neeman (Ne	<i>J</i> 1111	terest buej
Exhibit 2:	Subdivision Fee	\$	15,720.40
	Oversized Sanitary Fee Storm Water Management Fee	\$ \$	15,720.40 3,725.00
Exhibit 6:	Terrace Tree Contribution (\$200.00 x 47 lots)	\$	9,400.00
Exhibit 4:	Oversized Water Main Fee	\$	35,228.63
	Total to be financed by City (estimated)	\$	79,794.43
	Special Assessment Applied To Each Lot (estimated) and Due at Building Permit (\$79,794.43/47 lots = \$1,697.75/lot)	\$	1,697.75
Developer's	Escrow Fees Required		
Exhibit 5:	Gravel Street Maintenance Sidewalk Installation	-	25,400.00 221,625.00
	Total Escrow Required	\$	247,025.00



#### **MEMORANDUM**

To: Members of the Finance and Personnel Committee

From: Chairman Erickson

Date: November 7, 2024

Re: September Voucher Review

On behalf of the Committee and Common Council, I have reviewed expenditure abstracts and other Finance Department records supporting:

- 1. September General Expenditure Voucher Nos. 2040 through 2098 (\$227,086.39) and 2001 through 2075 and 59180 through 59286 (\$2,019,91 2.25) and September payroll (\$477.48) for a combined total of \$3,713,391.41.
- 2. September Automated Transfers Nos. 1 through 56 totaling \$5,798,742.92.

I recommend their approval.

Attached are schedules of September Automated Fund Transfers and Non-Payroll Expenditure Vouchers over \$2,000.

Attachments

## EXPENDITURE ABSTRACT FOR PERIOD SEPTEMBER 1 THROUGH SEPTEMBER 30, 2024 EXPLANATION OF AUTOMATED TRANSFERS

Townsfee No.	Transfer Date	Amount	Vendor	Purpose	Budget/Cost Center
Transfer No.	Transfer Date 9/3/24	\$1,415.91	DELTA DENTAL	Vision Premium	FRINGE BENEFIT DIST.
1	9/3/24	\$297,064.12	HEALTH PARTNERS	September Insurance Premiums	FRINGE BENEFIT DIST
2 3	9/3/24	\$66,745.82	WI DEPT OF REVENUE	Employee Withholding	N/A
4	9/3/24	\$2,807,643.76	DTC	Debt Service Principal and Interest Payment	N/A
5	9/4/24	\$5,046.00	DIVERSIFIED BENEFIT SERVICES	2024 Employee HRA Plan	N/A
6	9/4/24	\$10,217,54	DELTA DENTAL	Dental Claims	FRINGE BENEFIT DIST.
7	9/4/24	\$470.40	DIVERSIFIED BENEFIT SERVICES	2024 Employee FSA Plan	N/A
8	9/4/24	\$2,541.66	BANCORP	FSA/HRA Debit Card Prefund	N/A
9	9/6/24	\$5,053.43	DIVERSIFIED BENEFIT SERVICES	2024 Employee HRA Plan	N/A
	9/6/24	\$291,678.21	LGIP	Water Debt Res	N/A
10	9/6/24	\$172.57	DIVERSIFIED BENEFIT SERVICES	2024 Employee FSA Plan	N/A
11		\$2,490.65	WISCONSIN DEPT OF REVENUE	August Sales Tax	N/A
12	9/9/24	\$5,059.86	QUADIENT	Postage	N/A
13	9/10/24	\$1,322.80	BANCORP	FSA/HRA Debit Card Prefund	N/A
14	9/10/24		DIVERSIFIED BENEFIT SERVICES	2024 Employee HRA Plan	N/A
15	9/11/24	\$2,228.52 \$652.37	DIVERSIFIED BENEFIT SERVICES	2024 Employee FSA Plan	N/A
16	9/11/24		DELTA DENTAL	Dental Claims	FRINGE BENEFIT DIST.
17	9/11/24	\$3,626.20	MISSIONSQUARE	457 Deferred Comp. Contributions	N/A
18	9/12/24	\$20,048.00	MISSIONSQUARE	Employee IRA Contributions	N/A
19	9/12/24	\$4,346.75	MIDAMERICA	FICA Alternative Plan #3121	N/A
20	9/12/24	\$2,446.82	COMMUNITY FIRST CREDIT UNION	FD Local 275 Conduit	N/A
21	9/12/24	\$51.00	COMMUNITY FIRST CREDIT UNION	FD Union Dues	N/A
22	9/12/24	\$6,384.40	ASSOCIATED BANK	Child Support	N/A
23	9/12/24	\$1,347.53	EMPLOYEE PAYROLL	ACH Direct Deposit	N/A
24	9/12/24	\$522,235.69	NATIONWIDE	457 Deferred Comp. Contributions	N/A
25	9/12/24	\$1,695.00	NATIONWIDE	Employee IRA Contributions	N/A
26	9/12/24	\$1,150.00	DEPARTMENT OF THE TREASURY	Employer/Employee Social Security Federal Wit	
27	9/13/24	\$144,171.28	WI DEPT OF REVENUE	Employee Withholding	N/A
28	9/16/24	\$31,766,29	ASSOCIATED BANK	August Bank Service Fee	N/A
29	9/16/24	\$2,842.79		FSA/HRA Debit Card Prefund	N/A
30	9/17/24	\$3,945.25	BANCORP DIVERSIFIED BENEFIT SERVICES	2024 Employee FSA Plan	N/A
31	9/18/24	\$1,060.00	DIVERSIFIED BENEFIT SERVICES	2024 Employee HRA Plan	N/A
32	9/18/24	\$6,540.17		Dental Claims	FRINGE BENEFIT DIST.
33	9/18/24	\$2,282.00	DELTA DENTAL USPS	Park and Rec Activity Guide	N/A
34	9/18/24	\$2,601.56	DIVERSIFIED BENEFIT SERVICES	2024 Employee FSA Plan	N/A
35	9/20/24	\$418.95	DIVERSIFIED BENEFIT SERVICES	2024 Employee HRA Plan	N/A
36	9/20/24	\$1,617.51		FSA/HRA Debit Card Prefund	N/A
37	9/24/24	\$5,702.43	BANCORP DIVERSIFIED BENEFIT SERVICES	2024 Employee FSA Plan	N/A
38	9/25/24	\$2,535.67	DIVERSIFIED BENEFIT SERVICES	2024 Employee HRA Plan	N/A
39	9/25/24	\$11,077.26		Dental Claims	FRINGE BENEFIT DIST
40	9/25/24	\$5,144.08	DELTA DENTAL CVMIC	Quarterly Workers Compensation	N/A
41	9/26/24	\$94,848.63	MISSIONSQUARE	457 Deferred Comp. Contributions	N/A
42	9/26/24	\$20,023.00		Employee IRA Contributions	N/A
43	9/26/24	\$4,346.75	MISSIONSQUARE	FICA Alternative Plan #3121	N/A
44	9/26/24	\$2,785.82	MIDAMERICA COMMUNITY FIRST CREDIT UNION	FD Local 275 Conduit	N/A
45	9/26/24	\$51.00		Child Support	N/A
46	9/26/24	\$1,347.53	ASSOCIATED BANK	ACH Direct Deposit	N/A
47	9/26/24	\$522,819.92	EMPLOYEE PAYROLL	457 Deferred Comp. Contributions	N/A
48	9/26/24	\$1,695.00	NATIONWIDE	Employee IRA Contributions	N/A
49	9/26/24	\$1,150.00	NATIONWIDE	2024 Employee FSA Plan	N/A
50	9/27/24	\$225.00	DIVERSIFIED BENEFIT SERVICES	Employer/Employee Social Security Federal Wit	
51	9/27/24	\$142,134,34	DEPARTMENT OF THE TREASURY	8/25-9/25 P-Card Statement	N/A
52	9/30/24	\$227,086.39	US BANK		N/A
53	9/30/24	\$31,700.49	WI DEPT OF REVENUE	Employee Withholding Retirement Contribution	FRINGE BENEFIT DIST.
54	9/30/24	\$347,964.50	WI EMPLOYEE TRUST FUNDS		N/A
55	9/30/24	\$111,689.27	WE Energies	Invoices Debit Card/Credit Card Service Fee	N/A N/A
56	9/30/24	\$4,035.03	MERCHANT SERVICES	Debit Gard/Oredit Gard Service nee	14//3
	SEPT TOTAL	\$5,798,742.92			

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				ep 2024 Check Register-Over \$2,000			
AP Pymi Date	AP Pymt #		AP Invoice #	AP Trans Amount AP Description 01	AP Description 02	Fund Description	Department Description
9/05/2024	2001	BAKER TILLY US LLP	BT2893826	2,396 00 SINGLE AUDIT SVCS THRU 8/	31	ARPA Funds	Finance
9/05/2024	2006	ENERGY CONTROL & DESIGN INC	100607IN	6 500 00 HVAC UPGRADE CITY HALL		Facility Improvement Fund	Municipal Building
9/05/2024	2012	GRAYMONT WESTERN LIME INC	35227482RI	4,564.12 HYDRATED LIME		Water	Other
/05/2024	2018	NEENAH MENASHA SEWERAGE COMMISSION	2024249	15,503,00 SEP PRINCIPAL PYMT_RE LOA	N	Sewer Capital Fund	Sewer Capital Costs
		NEENAH MENASHA SEWERAGE COMMISSION	2024249	2,791,00 SEP INTEREST PYMT_RE LOAN		Sewer Capital Fund	Sewer Capital Costs
		NEENAH MENASHA SEWERAGE COMMISSION	2024249	44,876 00 SEP PRINCIPAL PYMT_CW LOA	N	Sewer Capital Fund	Sewer Capital Costs
		NEENAH MENASHA SEWERAGE COMMISSION	2024249	10,907.00 SEP INTEREST PYMT_CW LOAN		Sewer Capital Fund	Sewer Capital Costs
		NEENAH MENASHA SEWERAGE COMMISSION	2024243	268,428,69 SEP PLANT EXPENSE		Sewer Operating Utility	Sewer Operations
/05/2024	2020	PRIMADATA LLC	67462	2,400 18 AUG UTILITY BILLS-POSTAGE		General Fund	Finance
/12/2024	2026	ASSOCIATED APPRAISAL CONSULTANTS	176143	3,041.67 SEP ASSOCIATED APPRAISAL		General Fund	Community Development
9/12/2024	2028	HORST DISTRIBUTING INC	108949000	44,627,00 FIELD GROOMER		Capital Equipment Fund	Parks
/12/2024	2030	MCMAHON	936069	5,728.75 BOOSTER STATION CONST SER	VICES 6/30-8/3	Water	Other
/12/2024	2031	MENASHA, CITY OF	AUG 2024 WRS	69,483,82 AUG RETIREMENT-MENASHA		Benefit Accrual Fund	Retirement & Taxes
		MENASHA, CITY OF	AUG 2024 COURT	3,880,20 AUG COURT FINES		Joint Municipal Court Fd	Administration Exp.
/12/2024	2037	WESTWOOD PROFESSIONAL SERVICES INC	1240802648	11,177 80 JUL PROFESSIONAL SERVICES	-REAL ESTATE	Streets, Utility, Sidewalks	Upgrades-City Initiated
9/12/2024	2038	WINNEBAGO COUNTY TREASURER	AUG 2024 COURT	2,040 18 AUG COURT FINES		Joint Municipal Court Fd	Administration Exp.
/30/2024	2040	U S BANK	09-15-24	3,530,00 PAYPAL *YEL	YEL SUMMER CAMPS	General Fund	Contracted Programs
9/19/2024	2042	BIRDSEYE DAIRY INC	181062	2,087,42 ICE CREAM, PIZZA		General Fund	Independent Programs
		BIRDSEYE DAIRY INC	181801	2,221,94 ICE CREAM, PIZZA		General Fund	Independent Programs
/19/2024	2043	DAVID TENOR CORPORATION	CN5-24 PAY #3	30,979,50 PAY RQST 3_CON 5-24 WATER		Streets, Utility, Sidewalks	
		DAVID TENOR CORPORATION	CN1-24 PAY #6	200,870,32 PAY REQUEST NO 6_CONTRACT	1-24	Streets, Utility, Sidewalks	Upgrades-City Initiated
9/19/2024	2046	DONALD HIETPAS & SONS INC	CN3-24 PAY #6	136,189,91 PAY REQUEST NO.6_CONTRACT	3-24	Streets, Utility, Sidewalks	Upgrades-City Initiated
9/19/2024	2049	GRAYMONT WESTERN LIME INC	35228263RI	4,881 14 HYDRATED LIME		Water	Other
		GRAYMONT WESTERN LIME INC	35227775RI	5,004.56 HYDRATED LIME		Water	Other
9/19/2024	2056	SECURIAN FINANCIAL GROUP INC	OCT 2024 2832L	6,051 64 OCT INSURANCE		Benefit Accrual Fund	Insurance
/19/2024	2057	SPARKLE AND SHINE CLEANING	NEEPARK16	3,693.00 AUG CLEANING SERVICE		General Fund	Parks
9/19/2024	2058	WINNEBAGO COUNTY TREASURER	LF133807	8,454,03 AUG 2024 LANDFILL		Storm Water Management	Storm Sewer Managemen
		WINNEBAGO COUNTY TREASURER	LF133807	39,475,46 AUG 2024 LANDFILL		General Fund	Sanitation
		WINNEBAGO COUNTY TREASURER	LF133807	2,236.10 AUG 2024 LANDFILL		Recycling Fund	Recycling Program
9/26/2024	2060	BASSETT MECHANICAL	270948	5,692,45 BOILER REPAIR		General Fund	Independent Programs
9/30/2024	2000	U S BANK	09-15-24	5,000.00 BAKER BALLISTICS, LLC	BAT SHIELD/KEVLAR SHIELD	General Fund	Police
70072021		U S BANK	09-15-24	5,222.80 BRAVO COMPANY MFG INC.	RIFLES (4)	General Fund	Police
		U S BANK	09-15-24	4,239.93 BAKER-TAYLOR	BOOKS	General Fund	Public Library
		U S BANK	09-15-24	6,320.16 HAWKINS INC	CARBON DIOXIDE	Water	Other
		U S BANK	09-15-24	7,504,00 LANDIS+GYR TECHNOLOGY,	AMI TRAINING SERVICES	Water	Other
		U S BANK	09-15-24	5,000.00 MACQUEEN EMERG/EQUIP	SCBA BOTTLES	Neenah Menasha Fire	Other
		U S BANK	09-15-24	3,560.23 AIRGAS - NORTH	CARBON DIOXIDE	Water	Other
9/26/2024	2061	ENERGY CONTROL & DESIGN INC	100828IN	27,500.00 HVAC UPGRADE CITY HALL		Facility Improvement Fund	Municipal Building
09/26/2024	2063	GRAPHIC COMPOSITION LLC	242050	5,954.00 FALL NEENAH NOTES PRINTIN	G	General Fund	Mayors
9/26/2024	2064	GRAYMONT WESTERN LIME INC	35228498RI	4,864 20 HYDRATED LIME		Water	Other
19/26/2024	2065	J D OGDEN PLUMBING & HEATING INC	101539	3,267.15 ST 32 WATER LEAK REPAIR		General Fund	Fire Department
09/26/2024	2003	WESTWOOD INFRASTRUCTURE INC	1240900549	2,283.00 AUG PROFESSIONAL SRV DESI	GN	Streets, Utility, Sidewalks	Upgrades-City Initiated
9/30/2024	2073	U S BANK	09-25-24	2,150.00 FVTC FINANCIAL SERVICES	CDL TRNG-PFANKUCH	General Fund	
09/30/2024	2090	U S BANK	09-25-24	6,240.00 LAKESHORE RECYCLING SYST	AUG DUMPSTER PICKUP	General Fund	Sanitation
		U S BANK	09-25-24	10.400.00 TCAW OCC HEALTH	AUG PRACTITIONER SERVICES		Insurance
		U S BANK	09-25-24	16,531.80 LEVENHAGEN OIL CORPORATI	DIESEL/6012 GALLONS/79826	Fleet Management	
			09-25-24	2,061.67 BAKER-TAYLOR	BOOKS	General Fund	Public Library
		U S BANK	09-25-24	6,511.01 LAKESHORE RECYCLING SYST	AUG COMMERCIAL PICKUP	General Fund	Sanitation
		U S BANK U S BANK	09-25-24	2,350.00 PACIFIC BOW BUTTS TARGET	ARCHERY TARGETS	General Fund	Parks
			09-25-24	2,295.00 UCG UNDERGROUND	UTILITY LOCATOR	General Fund	Street Signal & Light
		U S BANK	09-25-24	2,251.43 KUEHL ELECTRIC INC	METER PEDASTALS/2024324	General Fund	Street Signal & Light
		USBANK		5,010.03 HAWKINS INC	SODIUM PERMANGANATE	Water	Other
		U S BANK	09-25-24 09-25-24	8,624.25 LEVENHAGEN OIL CORPORATI	OIL/79773AIN	Fleet Management	Municipal Facilities
		U S BANK		3,478.07 UTILITY SALES & SERVICE	BOOM TRUCK REPAIR/77496IN		Parks
		U S BANK	09-25-24	7,093 25 LEVENHAGEN OIL CORPORATI	LEAD FREE/2503 GALLONS/79	Fleet Management	, arno
		U S BANK	09-25-24	3,030.24 MATTHEWS TIRE MENASHA	EXTRA TIRES FOR	General Fund	Police
		U S BANK	09-25-24	2.150.00 FVTC FINANCIAL SERVICES	CDL TRNG-POLIAK	General Fund	. 01100
		U S BANK	09-25-24		5 LAPTOPS FOR FIRE	Neenah Menasha Fire	Fire Department
		U S BANK	09-25-24	8,428.00 AMZN MKTP US*669QT6ZE3		Facility Improvement Fund	Parks
09/05/2024	59184	GEI CONSULTANTS INC	3159246	20,151.57 LLBDM LAKE MANAGEMENT PLA	NNING SERVICES 6/29-7/26	Neenah Menasha Fire	Other
09/05/2024	59185	GOLD CROSS AMBULANCE SERVICE INC	8607	4,991.60 AEDS (3) & TRAINER	CES TUDI I 7/27		Park & Rec Trust Exps
09/05/2024	59186	GRAEF	134206	5,625.00 WETLAND DELINEATION SERVI	CES THRU 7/27	Park & Rec Trust Funds	
09/05/2024	59190	OMNI GLASS & PAINT INC	152978IN	6,585,00 NEW GLASS FOR ELEVATOR	n	Facility Improvement Fund	Municipal Building
09/05/2024	59196	STANDARD INSURANCE COMPANY	122328	2,436.21 SEP ANCILLARY BENEFITS		Benefit Accrual Fund	Insurance Other
09/05/2024	59197	STANTEC CONSULTING SERVICES INC			E DEDI ACED 400 LANGE		
09/05/2024 09/05/2024	59197 59199	STANTEC CONSULTING SERVICES INC VAN RITE PLUMBING INC	2271374 9733	3,901.93 DIXIE ROAD PHASE II ESA 3,500.00 UTILITY OWNED LEAD SERVIC	E REPLACED-108 LAW ST	TIF 13 Water	Oth

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09/12/2024 59 09/12/2024 59 09/12/2024 59	9206 9207 9210 9212	EPR SYSTEMS INC FIRST PRESBYTERIAN CHURCH	2503 2024	12,002.00 EPR SOFTWARE RENEWAL		Neenah Menasha Fire	Fire Department
09/12/2024 59 09/12/2024 59	9210		2024			Treorian Monache File	The Department
09/12/2024 5			2027	8,000,00 2024 ANNUAL PARKING LOT L	EASE PAYMENT	Parking Utility Fund	Parking Services
	9212	GRAEF	134408	5,925,00 JUL PROFESSIONAL SERVICES		TIF #12 Bridgewood	Other
20/40/2024		LOWE'S LANDSCAPING & MATERIALS	08-23-24	2,750,00 DEMO OF TRAINING TOWER		Neenah Menasha Fire	Other
09/12/2024 5	9221	POLYDYNE INC	1859234	17,824.80 C-308P POLYMER		Water	Other
09/12/2024 5	9222	STATE OF WISCONSIN	AUG 2024 COURT	6,105.09 AUG COURT FINES		Joint Municipal Court Fd	Administration Exp.
09/12/2024 5	9224	VAN RITE PLUMBING INC	9732	2 500 00 SEWER LATERAL REIMB_108 L	AW ST	Sewer Capital Fund	Sewer Repair/Replacement
09/19/2024 5	9233	BASSETT MECHANICAL	6052908C	4,188,00 BOILER PM CONTRACT		General Fund	Independent Programs
09/19/2024 5	9235	CHEMTRADE CHEMICALS US LLC	90144208	9,122,66 FERRIC SULFATE		Water	Other
09/19/2024 5	9238	FOX CITIES CHAMBER	10246	2,250,00 RASMUSSEN LEADERSHIP FOX	CITIES	General Fund	Mayors
09/19/2024 5	59240	JEFF FOUST EXCAVATING INC	19027	20,767.00 SHORELINE RIP RAP		Water	Other
09/19/2024 5	59242	KRUCZEK CONSTRUCTION INC	CN2-24 PAY #5	360,254,25 PAY REQUEST NO.5_CONTRACT	2-24	Streets, Utility, Sidewalks	Upgrades-City Initiated
		KRUCZEK CONSTRUCTION INC	CN2-24 PAY #5	32,333,25 PAY REQUEST #5		Water	Other
09/19/2024 5	59246	PENWORTHY COMPANY	601674IN	3,560 19 BOOKS		General Fund	Public Library
09/19/2024 5	59250	ROHDE BROTHERS INC	56098	14,250 00 CARBON DIOXIDE TANK REPLA	CEMENT	Water	Other
09/19/2024 5	59254	VAN SISTINE HOMES LLC	3 ADD FM/PW REI	22,461,70 SAN SWR REIMB-OVERSIZE/DE	PTH-3RD ADDN HAFM	Sewer Capital Fund	Sewer Repair/Replacement
		VAN SISTINE HOMES LLC	ESCROW REIMB/2	159,331 76 REIMB SIDEWALK ESCROW 32	OF 24 LOTS	Streets, Utility, Sidewalks	
09/26/2024 5	59257	APPLETON, CITY OF	15158	43,414,00 SEP MASS TRANSIT		General Fund	Community Development
09/26/2024 5	59264	FAHRNER ASPHALT SEALERS LLC	8300019450	35,909.00 CHIP SEALING		Streets, Utility, Sidewalks	Street Maintenance
09/26/2024 5	59265	FOX CITIES CHAMBER	10230	2,250,00 CLASS LEADERSHIP FOX CITI	ES-MATT SCHROEDER	General Fund	Human Resources & Safety
09/26/2024 5	59267	JEFFERSON FIRE & SAFETY INC	IN318365	4,519.50 E35 FAN		Neenah Menasha Fire	Other
09/26/2024 5	59283	WISCONSIN DEPT OF NATURAL RESOURCES	47117554020241	4,000.00 STORMWATER PERMIT FEE FAC	ILITY ID 471175540	Storm Water Management	Storm Sewer Management
	59284	WISCONSIN DEPT OF TRANSPORTATION	3950000366601	14,245.23 JUL & AUG STREET DESIGN_C	OMMERCIAL ST	Streets, Utility, Sidewalks	Upgrades-City Initiated
	59285	WMC LITIGATION CENTER INC	23CV258	101,997.07 LEGAL FEES FOR MINKS ET A	L	Liability Insurance	Liability Insurance
				2,056,184,91			