



City of Neenah
COMMON COUNCIL AGENDA 2nd AMENDED
Wednesday, January 17, 2024 at 7:00 PM
Neenah City Hall – 211 Walnut Street
Council Chambers

I. Roll Call and Pledge of Allegiance

Citizen Life Saving Award Presentation: Annaliza Ternes honored for heroic actions in saving the life of a gentleman who collapsed at a local grocery store.

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

- A. Appoint Lucious Filo-Klockzien as Student Representative to the Neenah Arts Council for a three-year term, ending 2027. **(UC)**
- B. Swearing in

III. Approval of Council Proceedings

- A. Approval of the Council Proceedings of December 20, 2023 regular session. **(UC)**

IV. Public Forum

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

V. Mayor/Council consideration of public forum issues

VI. Consent Agenda

- A. Approve the Preliminary Plat for the Third Addition to the Homes at Freedom Meadows subdivision subject to the conditions on the preliminary plat review letter. **(PC)**
- B. **(UC)**

VII. Reports of standing committees

- A. Special Public Services and Safety Committee meeting of January 17, 2024: (Chairperson Lendrum/Vice Chairperson Hillstrom)
 - 1. **Consideration of Committee recommendation regarding awarding a contract for demolition and site clearance of 1345 S. Commercial Street to Go Green Recycling, LLC in the amount not to exceed \$23,800 funded by the Community Development Block Grant program. (RollCall-Pro)**
 - 2. **Consideration of Committee recommendation regarding approving Amended Resolution 2023-33: Sanitary Sewer Lateral and Water Service Construction on Bayview Road, Belmont Avenue, Belmont Court, Cedar Street, E. Doty Avenue, North Street, Quarry Lane, Stevens Street, and S. Park Avenue. (RollCall-Pro)**
 - 3. **Consideration of Committee recommendation regarding purchasing five accessible pedestrian signal systems for the intersections outlined in Traffic Engineer Merten's memo dated January 11, 2024, for a total not to exceed \$38,500 with \$32,000 being funded by Community Development**

Block Grant program and \$6,500 being funded by the Southpark Industrial Center Upgrade budget. (RollCall-Pro)

- B. Regular Public Services and Safety Committee meeting of January 9, 2024: (Chairperson Lendrum/Vice Chairperson Hillstrom) (Minutes can be found on the City web site)
 - 1. Meeting cancelled, no report.
 - C. Special Finance and Personnel Committee meeting of January 17, 2024: (Chairperson Erickson/Vice Chairperson Skyrms)
 - 1. Consideration of Committee recommendation to expend up to \$72,875 to purchase (\$33,500) and implement (\$39,375) a new tax system, Ascent Land Records Software Suite (ALRSS), from Transcendent Technologies of Neenah with funding coming from Information Systems ERP Suite account within the Capital Equipment Budget. **(RollCall-Pro)**
 - D. Regular Finance and Personnel Committee meeting of January 8, 2024: (Chairperson Erickson/Vice Chairperson Skyrms) (Minutes can be found on the City web site)
 - 1. Committee recommends Council approve the 2024 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing. **(RollCall-Pro)**
 - 2. Committee recommends Council approve the First Addition to Freedom Acres Subdivision Development Agreement. **(Action taken under Board of Public Works Report)**
 - 3. Committee recommends Council approve Ordinance #2024-01, Annexation 231, be approved and the petition for annexation of 10.12 acres of land located west of Woodenshoe Road be accepted. **(Action taken under Plan Commission Report)**
- VIII. Reports of special committees and liaisons and various special projects committees
- A. Regular Plan Commission meeting of January 9, 2024: (Council Rep Steiner) (Minutes can be found on the City web site)
 - 1. **Commission recommends Council approve Ordinance #2024-01, Annexation 231, and the property receive an R-1, Single-Family Residence District zoning classification. (RollCall-Pro)**
 - B. Board of Public Works meeting of January 9, 2023: (Vice Chairperson Hillstrom) (Minutes can be found on the City web site)
 - 1. Information Only Items:
 - a) The Board approved Pay Request No.6, Contract 1-23, Sanitary Sewer, Water Main and Street Construction, Burr Avenue, Chestnut Street, Dieckhoff Street, and Laudan Boulevard, to Don E Parker Excavating, Inc., in the amount of \$224,260.58.
 - b) The Board approved Change Order No.1, Contract 10-23, for stone, fill and compacting oil tank oil hole in City Hall Parking Lot, to Northeast Asphalt, Inc., in the amount of \$2,915.00.
 - c) The Board approved Change Order No.2, Contract 10-23, for an extra 2,124.90 sf. HMA, for driveways in Freedom Acres and Homes at Freedom Meadows, to Northeast Asphalt, Inc., in the amount of \$7,437.15.

2. Council Action Items:
 - a) The Board recommends Council approve Development and Fee Agreement for the 1st Addition to Freedom Acres Subdivision. **(RollCall-Pro)**
 - b) **Final Pay Request, Contract 3-23, Concrete Pavement and Sidewalk Repair, Al Dix Concrete, in the amount of \$275,745.67. (RollCall-Pro)**
 - c) The Board recommends Council approve Final Pay Request, Contract 6-23, Sanitary & Storm Sewer, Water Main and Street Construction, Columbian Avenue, to Donald Hietpas & Sons, Inc., in the amount of \$91,557.29. **(RollCall-Pro)**
 - d) The Board recommends Council approve Final Pay Request, Contract 10-23, Parking Lot Resurface at Marketplace and City Hall, 2-Inch Asphalt Mat Overlay in Freedom Acres and Homes at Freedom Meadows, and Library Bumpout, to Northeast Asphalt Inc., in the amount of \$25,343.10. **(RollCall-Pro)**
 - e) The Board recommends Council approve Final Pay Request, Contract 9-23, Epoxy Pavement Marking, to Century Fence, Inc., in the amount of \$63,720.37 **(RollCall-Pro)**

- C. Reports on neighborhood groups.
 1. Business Improvement District Board (BID Board) – Alderperson Skyrms
- D. Library Board
 1. Report from the Library Board – Alderperson Erickson
- E. Neenah Arts Council
 1. Report from the Neenah Arts Council – Alderperson Erickson
- F. Landmarks Commission
 1. Report from the Landmarks Commission – Alderperson Weber

IX. Presentation of petitions

- A. Any other petition received by the City Clerk's Office after distribution of the agenda.

X. Council Directives

XI. Unfinished Business

XII. New Business

- A. **Ratify Mayoral Proclamation Declaring A Snow Emergency Pursuant to Neenah Code §16-69(E)(4) and Wis. Stat. §323.14(4)(b) beginning 6:00 p.m. Friday, January 12, 2024, and continue until Noon on Sunday, January 14, 2024. (RollCall-Pro)**
- B. Any announcements/questions that may legally come before the Council.

XIII. **Closed Session**

- A. **The Council may convene into closed session pursuant to Wis. Stat. 19.85(1)(g) to confer with legal counsel regarding potential litigation concerning the**

Equivalent Residential Unit (ERU) and Transportation Assessment Replacement Fee (TARF). (RollCall-Pro)

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

XIV. 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) 886-6110 or e-mail clerk@neenahwi.gov at least 48 hours prior to the scheduled meeting or event to request an accommodation.

City of Neenah Application for Appointment



Name Lucious Filo - Klockzich

Date 10.30.23

Address
City, ST Zip
* Eve. Phone
E-mail

What appointment are you seeking? You may check more than one box.

- | | |
|--|---|
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> N-M Joint Fire Commission |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> N-M Sewerage Commission |
| <input type="checkbox"/> Business Improvement District (BID) | <input checked="" type="checkbox"/> Neenah Arts Council |
| <input type="checkbox"/> Citizen Advisory Committee | <input type="checkbox"/> Neenah Harbor Committee |
| <input type="checkbox"/> Committee of Aging | <input type="checkbox"/> Park & Recreation Commission |
| <input type="checkbox"/> Community Development Authority (CDA) | <input type="checkbox"/> Parking Task Force |
| <input type="checkbox"/> Fox Cities Transit Commission | <input type="checkbox"/> Plan Commission |
| <input type="checkbox"/> Joint Review Board for TIFs | <input type="checkbox"/> Police Commission |
| <input type="checkbox"/> Landmarks Commission | <input type="checkbox"/> Sustainable Neenah Committee |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> Water Works Commission |
| <input type="checkbox"/> Loan Assistance Board | <input type="checkbox"/> Other: <input type="text"/> |

Do you currently serve on other boards, commissions, or hold an elected office? Yes No Detail Below

Please provide or attach a brief statement outlining your interest and qualifications for this appointment:

I worked with Margeret Nelson (Art teacher) over the summer helping her assist in teaching clay & ceramics, including other arts. I'm diveded in many art forms and still learning.

Please Sign and Date: LUCIOUS Filo-Klockzich 01/10/24

Please return to the Neenah City Clerk's Office

* Note: Lucious is a 15 year old student. His mom is Sabrina - her phone # is listed above on form

Common Council Minutes
Wednesday, December 20, 2023 at 7:00 PM

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00 PM, December 20, 2023, in the Council Chambers of Neenah City Hall.

Mayor Lang in the chair.

Present: Alderpersons Boyette, Erickson, Hillstrom, Lendrum, Steiner, Stevenson, Skyrms, Weber, and Council President Borchardt. Staff present Deputy Director of Finance Kahl, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, City Attorney Rashid, and City Clerk Nagel.

Also Present: Police Chief Olson, Director of Human Resources & Safety Fairchild, Building Manager Benson, and Public Works Superintendent Greg Radtke.

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

- I. The Mayor/Alderpersons recorded their attendance on the RollCall-Pro System as the Clerk called the roll. Alderman Skyrms led the Pledge of Allegiance.

- II. Introduction and Confirmation of Mayor's Appointment(s)
 - A. Reappoint Alex Noskowiak and Victoria Dorn to the Business Improvement Board (BID) for a three-year term expiring December 2026.
 - B. Reappoint Arthur Schmeichel and Daniel Bauman to the Waterworks Commission for a five-year term expiring October 2028.
 - C. Appoint Matthew Brehmer to the Neenah Menasha Joint Fire Commission for three-year term expiring May 2026.
 - D. Swearing _____ in
There being no objections, the Mayor's appointments were ordered approved as presented by unanimous consent.

Clerk Nagel swore in Daniel Bauman as a member of the Waterworks Commission.

- III. Approval of Council Proceedings
 - A. Approval of the Council Minutes and Proceedings of December 6, 2023 regular session.
 - B. Approval of the Committee of the Whole Minutes of December 6, 2023.
 - C. Approval of the Committee of the Whole Minutes for the Budget Workshops held November 6, 7, and 8, 2023.
There being no objections, the above listed Council Minutes and Proceedings, along with the Committee of the Whole Minutes were ordered approved as written by unanimous consent.

- IV. Public Forum
 - A. Speakers should give their name and residential address (not mailing address) and are allowed five minutes to speak on any topic.
After several calls for comments, there were no appearances.

- V. Mayor/Council consideration of public forum issues
 - A. None.

VI. Consent Agenda

- A. Approve Final Plat for the First Addition to Freedom Acres subdivision subject to the modification of the Memorial Way street name. **(PC)**

There being no objections, the Consent Agenda as ordered approved as presented.

VII. Reports of standing committees

- A. Regular Public Services and Safety Committee meeting of December 12, 2023: (Chairperson Lendrum/Vice Chairperson Hillstrom) (Minutes can be found on the city website)

1. Committee recommends Council approve Preliminary Resolution 2023-33: Sanitary Sewer Lateral and Water Service Construction on Belmont Ave., Belmont Ct., Cedar St., E. Doty Ave., North St., Quarry Ln., Stevens St., S. Park Ave. **(RollCall-Pro)**

MSCRП Lendrum/Hillstrom to approve as recommended by committee, all voting aye.

2. Committee recommends Council approve the transfer of Capital Equipment Funds in the amount of \$40,409.43 to the repair funds in the Operating Budget for Jetter repairs. **(RollCall-Pro)**

MSCRП Lendrum/Hillstrom to approve as recommended by committee, all voting aye.

Discussion: Superintendent Radtke stated the new Jetter is expected to be delivered in a couple of weeks if everything is on schedule. However, he brought to Committee the recommendation of keeping the current Jetter for one year, or until there is a major mechanical issue with it. The reason for the recommendation is that other departments can use the Jetter for hydro excavating. Superintendent Radtke gave an example of the Water Department using the Jetter to find a water leak at the Octagon House rather than digging up the entire front yard. Departments such as water, parks, and traffic, can use the Jetter to create a hole to find the problem versus digging up turf. With most utilities being located in the terrace, it is difficult to dig in them. The Jetter provides high pressure water and vacuum, which means Diggers Hot Line does not need to be contacted if using the Jetter versus actual digging. Minimal training of other department employees will be required for them to safely use the Jetter. The Jetter will likely be stored at the Old City Garage on Cecil St. After a year, there would be a re-evaluation brought back to committee for direction as to whether to keep or sell the old Jetter.

- B. Regular Finance and Personnel Committee meeting of December 11, 2023: (Chairperson Erickson/Vice Chairperson Skyrms) (Minutes can be found on the city website)

1. Committee recommends Council approve the creation of a Building Custodian position within the Municipal Building budget with an assigned pay grade of 7 and funded by the outlined adjustments to the 2024 operating budget. **(RollCall-Pro)**

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

2. Committee recommends Council approve the 2023 palpable errors found and corrected by the Assessors as reported to and approved by the Board of Review.
(RollCall-Pro)
MSCRP Erickson/Borchardt to approve as recommended by the committee, all voting aye.
- VIII. Reports of special committees and liaisons and various special projects committees
- A. Regular Plan Commission meeting of December 12, 2023: (Council Rep Steiner)
(Minutes can be found on the city website)
 1. Item reported under Consent Agenda.
 - B. Board of Public Works meeting of December 19, 2023: (Vice Chairperson Hillstrom)
(Minutes can be found on the city website)
 1. Council Action Items:
 - a. The Board recommends Council approve Final Pay Request, Contract 5-23, Street, Curb & Gutter, Sidewalks, and Apron Construction for Arthur Plat, Cardinal Plat, Integrity Acres, and Liberty Heights, to MCC, Inc., in the amount of \$752,615.65. **(RollCall-Pro)**
MSCRP Hillstrom/Lendrum to approve as recommended by the board, all voting aye.
 - b. The Board recommends Council approve Final Pay Request, Contract 11-23, Street Construction on Brookwood Dr., Fairwood Dr., Hunt Ave, to Northeast Asphalt, Inc., in the amount of \$71,239.02. **(RollCall-Pro)**
MSCRP Hillstrom/Lendrum to approve as recommended by the board, all voting aye.
 - C. Reports on neighborhood groups.
 1. Business Improvement District Board (BID Board) – Alderperson Skyrms
 - a. Meeting was cancelled. However, with the beautiful weather, it is a great time to take a stroll, shop, dine, ice skate, or just visit the downtown area.
 - D. Library Board
 1. Report from the Library Board – Alderperson Erickson
 - a. Reporting from the December 20, 2023 Meeting
 - b. Programs highlighted:
 - (1) Swiftie Party held Saturday, December 30th at 6pm
 - (2) Cookbook Book Club held Tuesday, January 6th at 6:30pm
 - (3) Game-A-Palooza held Saturday, January 6th at 10:30am and 3:00pm
 - E. Landmarks Commission
 1. Report from the Landmarks Commission – Alderperson Weber
 - a. Reporting from the December 13, 2023 Meeting
 - b. Presentation on the Isabel and Orrin Johnson House at 1002 East Forest Avenue in the Historic District. This home is being petitioned to be on the National Register of Historic Places. The home is on the February 23, 2024 agenda of the Historical Society Review Board.
 - c. Commission membership was discussed, we are looking for a few members.
 - F. Sustainable Neenah Committee
 1. Report from the Sustainable Neenah Committee – Alderperson Lendrum
 - a. Due to lack of a quorum, no report.
 - b. Committee membership was discussed, we are looking for a few members.

- IX. Presentation of petitions
A. Any other petition received by the City Clerk's Office after distribution of the agenda.
None.
- X. Council Directives
A. None.
- XI. Unfinished Business
A. None.
- XII. New Business
A. Arrowhead Park Development Status Report. (Ald. Hillstrom)
Alderman Hillstrom reported a few minor changes are being made to the final design. It will be well worth the wait. There will be some work done this summer but please remember that this is design concept draft work. Meaning as there will be changes made to the plan as development occurs.
- B. Mayor Lang's nominations to the City of Neenah 2024-2025 Elections Board. (Motion to confirm) **(RollCall-Pro)**
MSCRIP Skeyrms/Steiner to confirm the Mayor Lang's nominations to the City of Neenah 2024-2025 Elections Board, all voting aye.
- Discussion: Clerk Nagel explained that the list is compiled from Poll Worker Nominee Lists submitted by both the Republican and Democratic Parties, as well as interested parties who have contacted the Clerk's Office directly as unaffiliated. There were two changes to the submitted party lists; one name was removed as the person is deceased, and one name was changed to unaffiliated as requested by the nominee.
- There was discussion on the number of poll workers per polling location. There is a minimum requirement of seven workers at each polling location, which is an odd number. The extra poll worker goes to the party who won that specific polling location at the last General Election. In the 2022-2023 election cycle the extra poll worker went to the democrats. The Clerk will confirm which party is to receive the extra poll worker prior to Election Day scheduling.
- C. Alderman Lendrum thanked Char Kiesling, Patti Julius, and Toni Schinke, Neenah Ladies Auxiliary members, for the lovey decorated Christmas Tree in the lobby.
- XIII. Adjournment
Motion by Steveson/Weber to adjourn, all voting aye. Meeting adjourned at 7:27 PM.

Respectfully submitted,



Charlotte Nagel, City Clerk

Common Council Proceedings
Wednesday, December 20, 2023 at 7:00 PM

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in regular session at 7:00 PM, December 20, 2023, in the Council Chambers of Neenah City Hall.

Mayor Lang in the chair.

Present: Alderpersons Boyette, Erickson, Hillstrom, Lendrum, Steiner, Stevenson, Skyrms, Weber, and Council President Borchardt. Staff present Deputy Director of Finance Kahl, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, City Attorney Rashid, and City Clerk Nagel.

Also Present: Police Chief Olson, Director of Human Resources & Safety Fairchild, Building Manager Benson, and Public Works Superintendent Greg Radtke.

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

- I. The Mayor/Alderpersons recorded their attendance on the RollCall-Pro System as the Clerk called the roll. Alderman Skyrms led the Pledge of Allegiance.

- II. Introduction and Confirmation of Mayor's Appointment(s)
 - A. Reappoint Alex Noskowiak and Victoria Dorn to the Business Improvement Board (BID) for a three-year term expiring December 2026.
 - B. Reappoint Arthur Schmeichel and Daniel Bauman to the Waterworks Commission for a five-year term expiring October 2028.
 - C. Appoint Matthew Brehmer to the Neenah Menasha Joint Fire Commission for three-year term expiring May 2026.
 - D. Swearing _____ in
There being no objections, the Mayor's appointments were ordered approved as presented by unanimous consent.

- III. Approval of Council Proceedings
 - A. Approval of the Council Minutes and Proceedings of December 6, 2023 regular session.
 - B. Approval of the Committee of the Whole Minutes of December 6, 2023.
 - C. Approval of the Committee of the Whole Minutes for the Budget Workshops held November 6, 7, and 8, 2023.
There being no objections, the above listed Council Minutes and Proceedings, along with the Committee of the Whole Minutes were ordered approved as written by unanimous consent.

- IV. Consent Agenda
 - A. Approve Final Plat for the First Addition to Freedom Acres subdivision subject to the modification of the Memorial Way street name. **(PC)**
There being no objections, the Consent Agenda as ordered approved as presented.

- V. Reports of standing committees
 - A. Regular Public Services and Safety Committee meeting of December 12, 2023: (Chairperson Lendrum/Vice Chairperson Hillstrom) (Minutes can be found on the city website)

1. Committee recommends Council approve Preliminary Resolution 2023-33: Sanitary Sewer Lateral and Water Service Construction on Belmont Ave., Belmont Ct., Cedar St., E. Doty Ave., North St., Quarry Ln., Stevens St., S. Park Ave. **(RollCall-Pro)**
MSCR P Lendrum/Hillstrom to approve as recommended by committee, all voting aye.
 2. Committee recommends Council approve the transfer of Capital Equipment Funds in the amount of \$40,409.43 to the repair funds in the Operating Budget for Jetter repairs. **(RollCall-Pro)**
MSCR P Lendrum/Hillstrom to approve as recommended by committee, all voting aye.
- B. Regular Finance and Personnel Committee meeting of December 11, 2023: (Chairperson Erickson/Vice Chairperson Skyrms) (Minutes can be found on the city website)
1. Committee recommends Council approve the creation of a Building Custodian position within the Municipal Building budget with an assigned pay grade of 7 and funded by the outlined adjustments to the 2024 operating budget. **(RollCall-Pro)**
MSCR P Erickson/Borchardt to approve as recommended by the committee, all voting aye.
 2. Committee recommends Council approve the 2023 palpable errors found and corrected by the Assessors as reported to and approved by the Board of Review. **(RollCall-Pro)**
MSCR P Erickson/Borchardt to approve as recommended by the committee, all voting aye.
- VI. Reports of special committees and liaisons and various special projects committees
- A. Regular Plan Commission meeting of December 12, 2023: (Council Rep Steiner) (Minutes can be found on the city website)
 1. Item reported under Consent Agenda.
 - B. Board of Public Works meeting of December 19, 2023: (Vice Chairperson Hillstrom) (Minutes can be found on the city website)
 1. Council Action Items:
 - a. The Board recommends Council approve Final Pay Request, Contract 5-23, Street, Curb & Gutter, Sidewalks, and Apron Construction for Arthur Plat, Cardinal Plat, Integrity Acres, and Liberty Heights, to MCC, Inc., in the amount of \$752,615.65. **(RollCall-Pro)**
MSCR P Hillstrom/Lendrum to approve as recommended by the board, all voting aye.
 - b. The Board recommends Council approve Final Pay Request, Contract 11-23, Street Construction on Brookwood Dr., Fairwood Dr., Hunt Ave, to Northeast Asphalt, Inc., in the amount of \$71,239.02. **(RollCall-Pro)**
MSCR P Hillstrom/Lendrum to approve as recommended by the board, all voting aye.

VII. New Business

- A. Mayor Lang's nominations to the City of Neenah 2024-2025 Elections Board. (Motion to confirm) **(RollCall-Pro)**
MSCRP Skyrms/Steiner to confirm the Mayor Lang's nominations to the City of Neenah 2024-2025 Elections Board, all voting aye.

VIII. Adjournment

- Motion by Steveson/Weber to adjourn, all voting aye. Meeting adjourned at 7:27 PM.**

Respectfully submitted,



Charlotte Nagel, City Clerk

MINUTES OF THE NEENAH PLAN COMMISSION
Tuesday, January 9, 2024
4:15 p.m.

Present:

Mayor Jane Lang, Chairperson	PRESENT	Alderman Dan Steiner, Vice Chairperson	ABSENT	Gerry Kaiser, Director of Public Works	PRESENT
Kate Hancock-Cooke	PRESENT	Karen Genett	PRESENT	Betsy Ellenberger	PRESENT
Gerry Andrews	PRESENT	Sarah Moore-Nokes	PRESENT		

Also Present:

Brad Schmidt, Deputy Director of Community Development	Chris Haese, Director of Community Development	
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Minutes: MSC Kaiser/Moore-Nokes, the Plan Commission, to approve the December 12, 2023 meeting minutes. All voting aye. Motion passed. Member Ellenberger abstained.

Public Appearances: Chairperson Mayor Lang opened public appearances to topics not related to the agenda.

No one in attendance spoke. Chairperson Mayor Lang closed public appearances.

Action Items:

a. **Annexation #231 – Liberty Avenue (Town of Vinland)**

Deputy Director Schmidt stated this annexation is in the Freedom Meadows subdivision and is roughly 10 acres in size, located west of the 2nd Addition to the Homes at Freedom Meadows. This land is owned by the city. The land will have a R-1, Single-Family zoning as this is the use of the property and would be consistent with the comprehensive plan.

Member Hancock-Cooke questioned when the city bought this land. Deputy Director Schmidt stated in 2020 the city bought 130 acres of land from the developer and there is a development agreement to sell it to the developer as phases are ready.

MSC Andrews/Ellenberger, the Plan Commission, recommend Common Council approve Annexation #231 (Ordinance #2024-01) and the property also receive an R-1, Single-Family Residence District zoning classification. All voting aye. Motion passed.

b. **Preliminary Plat - 3rd Addition to the Homes at Freedom Meadows**

Deputy Director Schmidt went over the preliminary plat. This is a 10-acre site and it is proposed to be subdivided into 27 Single-Family lots. The average lot size would be roughly 13,500 square feet, which exceeds the current lot size in the city and is consistent with the size of the lots in the Freedom Meadows subdivision. There are two planned streets through this subdivision, the extension of Valor Place from the east to the west and Founders Street extending north. The developer and the city will negotiate a development agreement regarding the cost and responsibility of the developer for installing infrastructure. This plat does have a wetland located

Ordinance
#2024-01

on the west side of the land. This will not be disturbed and lots #89-101 are deeper due to this wetland.

MSC Ellenberger/Genett, the Plan Commission, recommend Common Council approve the Preliminary Plat for the Third Addition to the Homes at Freedom Meadows subdivision subject to the conditions on the preliminary plat review letter. All voting aye. Motion passed.

Comprehensive Plan 2040 – 5 Year Review:

a. Chapter 7 – Utilities and Community Facilities

Deputy Director Schmidt went over the next chapter for review of the comprehensive plan. The updates to this portion include the lift station on Cummings Lane, the automation of curbside collection, school district changes, and a water booster station on the west side of the city.

Member Andrews stated part of the plan was the implementation of Arrowhead Park. Now that there is a masterplan for Carpenter's Preserve, has there been discussion on trails. Deputy Director Schmidt stated there has been a discussion on adding the trails taskforce back together.

Member Hancock-Cooke asked who is responsible for the recycling at public events or how that is coordinated. Deputy Director Schmidt responded it depends on the event. Director Kaiser stated it is event driven, especially with the special event permitting.

Member Hancock-Cooke brought up household composting and how much it would cost. Director Kaiser stated there are pilot projects in other municipalities regarding household composting, but the city has not investigated it as far as the equipment needs.

Member Genett asked about the city allowing gardens on terraces as she is concerned about rodents and cleanliness of these gardens. Deputy Director Schmidt stated gardens are addressed in the next comprehensive plan chapter. However, there is nothing specific about terrace gardens. Director Kaiser said over the years there have been requests for plants besides grass in the terrace. We need to make sure the residents requesting these items know about the height restrictions.

Chairperson Mayor Lang stated she can check with the special event permitting group if they have any thoughts about recycling events.

Announcements and Future Agenda Items: Next meeting is scheduled for January 30, 2024.

Adjournment: The Commission adjourned its meeting at 4:34 p.m. MSC Genett/Hancock-Cooke. All voting Aye. Motion passed.

Respectfully Submitted,



Kayla Kubat
Administrative Assistant, Department of Community Development



M E M O R A N D U M

DATE: January 9, 2024
TO: Mayor Lang and Members of Plan Commission
FROM: Brad Schmidt, Deputy Director
RE: Preliminary Plat Review – Third Addition to the Homes at Freedom Meadows

Request/Background

Van Sistine Homes, LLC submitted a preliminary plat for the Third Addition to the Homes at Freedom Meadows. A preliminary plat is the first step in reviewing a subdivision of land into 5 or more lots/parcels. In addition, the preliminary plat identifies the layout of streets, utilities, and land to be dedicated to the public.

Consideration

The proposed plat, 10.12 acres in size, includes 27 single-family residential lots and one outlot. The land is currently in the Town of Vinland but will be annexed to the City and receive a R-1, Single-Family Residence District zoning classification. The average lot size is approximately 13,500 square feet which exceeds the minimum lot size for single-family residential lots. The average width of the residential lots is 72 feet wide, exceeding the 60-foot minimum.

Two streets are proposed to be dedicated through the new plat. Valor Place extends west and Founders Street extends north. Both streets maintain the required 60-foot right-of-way and sidewalks are planned on both sides of each of the streets.

The developer is responsible for installing all public utilities (water, sanitary sewer, and storm sewer) as well as constructing all roads within the plat. As with all subdivisions in the City, a development agreement, outlining the fees and responsibilities between the City and the developer, will be completed before the final plat is approved. That agreement will be reviewed by the Finance Committee and the Board of Public Works and ultimately approved by Common Council.

The Public Works Department has reviewed the engineering plans for this plat and have requested several minor changes.

Storm water will be managed through rear yard drainage swales, storm sewers and ultimately storm water from this plat will be diverted to a storm water retention pond located along Woodenshoe Road and Freedom Meadows Drive within the development. This pond is designed to manage storm water for the initial and future phases of the development.

A delineated wetland is located on the west side of the proposed plat. The wetland is located in the rear yards of lots 89-101. Those lots have more lot depth to accommodate adequate building space without impacting the wetlands.

The proposed plat is consistent with the Freedom Acres/Homes at Freedom Meadows concept plan recently updated and approved by Plan Commission. This phase represents the fourth out of six

phases for the Homes at Freedom Meadows. The first of two phases of Freedom Acres have been completed or are under construction.

Recommendation

Appropriate action at this time is to recommend Common Council approve the Preliminary Plat for the Third Addition to the Homes at Freedom Meadows subdivision subject to the conditions on the preliminary plat review letter.



City of Neenah Community Development
211 Walnut Street
Neenah WI 54956
Ph 920.886.6130

January 05, 2024

JIM SEHLOFF
DAVEL ENGINEERING
1811 RACINE STREET
MENASHA, WI 54952

**RE: Preliminary Plat #1-24 - Third Addition to Homes at Freedom Meadows Preliminary Plat Review () Status
Approved**

Dear JIM SEHLOFF:

We have completed our review of the plan identified above. The plan was approved per attached comments, if any. This letter is not to be construed as a zoning compliance, grading, building permit, certificate of occupancy, or a substitute for any permit or certificate required by any state or federal government entity.

Sincerely,

Brad Schmidt
Deputy Director of Community Development and Assessment
bschmidt@neenahwi.gov
920-886-6126

Plan Review Comments

**Planning - Brad Schmidt -
bschmidt@neenahwi.gov**

Approved

Review Comments:

Submit engineering plans prior to final plat.
Prior to construction, a development agreement must be reviewed and approved by Common Council.

**Engineering - Heath Kummerow - 920-886-6245
hkummerow@neenahwi.gov**

Approved

Review Comments:

**Fire Department - Adam Dorn - 886-6204
adorn@nmfire.org**

Approved

Review Comments:

**Traffic - James Merten - 920-886-6243
jmerten@neenahwi.gov**

Approved

Review Comments:

**Water Utility - Anthony Mach - 920-886-6180
amach@neenahwi.gov**

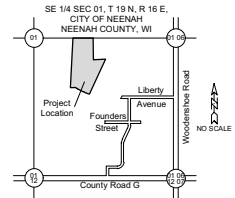
Approved

Review Comments:

Preliminary Plat of 3rd Addition to The Homes at Freedom Meadows

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

LOCATION MAP

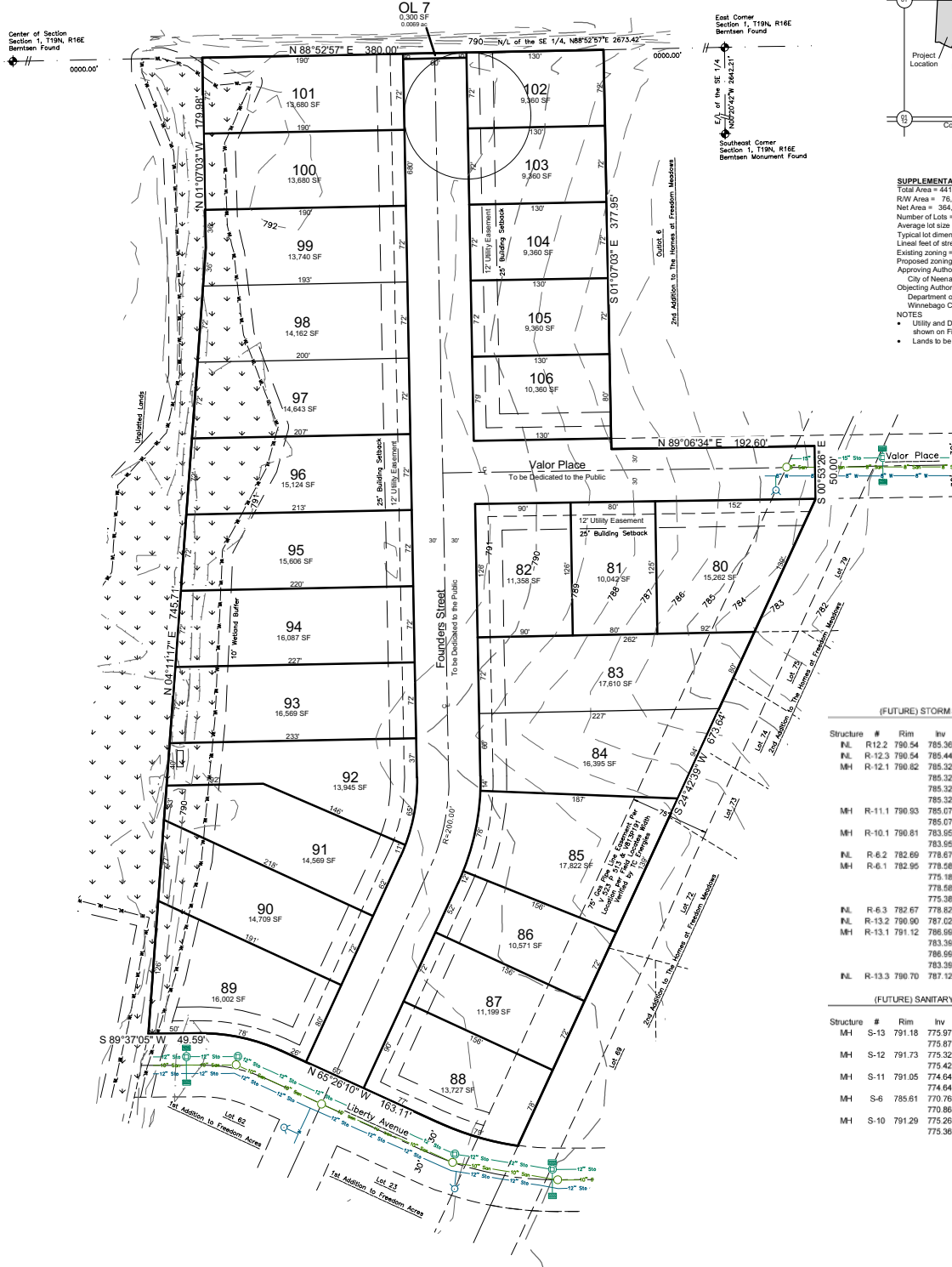


SUPPLEMENTARY DATA

Total Area = 441,099 SF To 1,282 acres
 RW Area = 74,498 SF 1,7561 acres
 Net Area = 366,603 SF 8,3701 acres
 Number of Lots = 27 and 1 Outlet
 Average lot size = 13,493 SF
 Typical lot dimension = 72x130'
 Lineal feet of street = 1,337 LF
 Existing zoning = Ag
 Proposed zoning = R-1
 Approving Authorities
 City of Neenah
 Objecting Authorities
 Department of Administration
 Winnebago County Zoning

NOTES

- Utility and Drainage Easements will be shown on Final Plat
- Lands to be annexed to City of Neenah

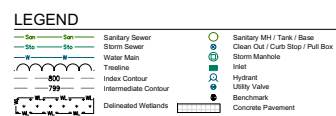


(FUTURE) STORM STRUCTURES

Structure #	Rim	Inv	Size	Material	Direction
INL R-12.2	790.54	785.36	12"	S	S
INL R-12.3	790.54	785.44	12"	N	N
MH R-12.1	790.82	785.32	12"	N	N
		785.32	12"	E	E
		785.32	12"	S	S
		785.32	12"	E	E
MH R-11.1	790.93	785.07	12"	SE	SE
		785.07	12"	W	W
MH R-10.1	790.81	783.95	12"	E	E
		783.95	12"	NW	NW
INL R-6.2	782.69	778.67	12"	S	S
MH R-6.1	782.95	778.58	12"	N	N
		775.18	18"	E	E
		778.58	12"	S	S
		775.38	15"	W	W
INL R-6.3	782.67	778.82	12"	N	N
INL R-13.2	790.90	787.02	12"	S	S
MH R-13.1	791.12	786.96	12"	N	N
		783.36	12"	E	E
		786.69	12"	S	S
INL R-13.3	790.70	787.12	12"	W	W

(FUTURE) SANITARY STRUCTURES

Structure #	Rim	Inv	Size	Material	Direction
MH S-13	791.18	775.97	10"	SE	SE
		775.87	10"	W	W
MH S-12	791.73	775.32	10"	SE	SE
		775.42	10"	NW	NW
MH S-11	791.05	774.64	10"	E	E
		774.64	10"	NW	NW
MH S-6	785.61	770.76	8"	E	E
		770.86	8"	W	W
MH S-10	791.29	775.26	10"	E	E
		775.36	10"	W	W



SURVEYOR'S CERTIFICATE

I, James R. Sehoff, hereby certify that this Preliminary Plat is a correct representation of all existing land divisions and features, and that I have complied with the preliminary plat requirements for the City of Neenah.

James R. Sehoff, P.L.S. No. S-2692 Date



Bearings are referenced to the South line of the Southeast 1/4, Section 01, T19N, R16E, assumed to bear S89°18'14"W, based on the Winnebago County Coordinate System.

Nov 14, 2023 - 02:00 PM \\Projects\8002\p\dwg\Civil\30\8002Plat.dwg Printed by: krsly

3rd Addition to The Homes at Freedom Meadows
 City of Neenah, Winnebago County, WI
 For: Van Sistine Homes, LLC

PRELIMINARY PLAT

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
 Civil Engineers and Land Surveyors
 1164 Province Terrace, Menasha, WI 54952
 Ph: 920-991-1866 Fax: 920-441-0804
 www.davel.pro



M E M O R A N D U M

DATE: January 4, 2024
TO: Chairman Lendrum and Public Services and Safety Committee Members
FROM: Chris A. Haese, Director of Community Development and Assessment
RE: **Demolition, 1345 S. Commercial**

The City's acquisition of 1345 S. Commercial was completed in November of 2023. Asbestos investigation and mitigation have been completed and staff would now like to proceed with the demolition of the three building and clearance of the site. Staff has received the following quotes to complete this work:

Go Green Recycling, LLC	\$23,800
B.E.S.T. Enterprises, LLC	\$38,594

The Community Development Block Grant program will fund the demolition.

Appropriate action at this time is to recommend Council award the contract for demolition and site clearance to Go Green Recycling, LLC in an amount not to exceed \$23,800.



AMENDED RESOLUTION NO. 2023-33

PRELIMINARY RESOLUTION OF INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS BY POLICE POWER UNDER SECTION 66.0703 OF THE WISCONSIN STATUTES AND SECTION 13-1 OF THE NEENAH MUNICIPAL CODE.

RESOLVED, by the Common Council of the City of Neenah, Wisconsin.

- 1. The Common Council hereby declares its intention to exercise its power under Section 66.0703 Wisconsin Statutes, and Section 13-1 of the Neenah Municipal Code to levy special assessments under the police power upon all properties abutting the following improvements in the City of Neenah, Wisconsin:

Installation of sanitary sewer laterals and water services for properties served on the following streets:

- | | |
|--|--|
| 1. Belmont Ave. (Stevens St. to Cedar St.) | 2. Belmont Ct. (Belmont Ave. to Terminus) |
| 3. Cedar St. (E. Doty Ave. to Winnebago Heights) | 4. E. Doty Ave. (Commercial St. to Pine St.) |
| 5. North St. (Green Bay Rd. to Western Ave.) | 6. Quarry Ln. (Higgins Ave. to Reed St.) |
| 7. Stevens St. (Winnebago Heights to Laudan Blvd.) | 8. S. Park Ave. Utility Easement |
| 9. Bayview Rd. (S. Park Ave. to Bayview Ln.) | |

- 2. The Common Council determines that the above improvements constitute an exercise of the police power and the amount assessed each parcel abutting on the above-named street shall be on a reasonable basis as approved by the Common Council which is in effect at the time of installation in accordance with special assessment procedures set forth in provisions of Section 13-1, Neenah Municipal Code.
- 3. The assessments against any parcels of land shall be paid as provided in the City of Neenah Municipal Code, Section 13-2 and 13-3.
- 4. The Public Services and Safety Committee shall with respect to the items mentioned at paragraph 1 above prepare a report consisting of:
 - a. Preliminary or final plans and specifications of the improvements.
 - b. An estimate of the entire cost of the proposed work or improvements.
 - c. A schedule of the proposed assessments as to each parcel of property affected.
 - d. A statement that the properties against which the assessments are proposed are benefited and that the improvements constitute an exercise of the police power.

Upon completion of such report, the Public Services and Safety Committee is directed to file such reports in the City Clerk's office for public inspection.

- 5. Upon receiving a report of the Public Services and Safety Committee, the Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes.

Recommended by:
Public Services and Safety Committee

CITY OF NEENAH, WISCONSIN

Moved: _____

Jane Lang, Mayor

Passed: _____

Charlotte Nagel, City Clerk



M E M O R A N D U M

TO: Mayor Lang and Members of the Common Council
FROM: James Merten, Traffic Engineer
DATE: January 11, 2024
RE: Accessible Pedestrian Signals (APS) Push Button Request

Last year, the city utilized the Community Development Block Grant (CDBG) funds for accessible pedestrian signal (APS) push button systems at the intersections of Bell Street & Commercial Street and Bell Street & Marathon Avenue. APS systems allow pedestrians with disabilities, particularly those with vision impairments, to better interact with signalized intersections for safer use of crosswalks. These push buttons provide audible tones and messages communicating the status of the signal operation, provide the ability for a disabled person to interact using cell phone, provide usage and device information, provide long-press walk time variation operation, and can be upgraded to also include motion sensor/touchless operation. While APS systems are not currently required under the American Disabilities Act, the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way published in 2011 would require them if/when the document is finalized and enacted.

With the success and ease of the APS system installations, staff recommend retrofitting these units at intersections when funding opportunities arise or when specific requests are received. Staff propose to utilize CDBG funds to purchase APS systems for the following intersections:

- Wisconsin Avenue/Church Street
- Wisconsin Avenue/Commercial Street
- Wisconsin Avenue/Oak Street
- Commercial Street/Forest Avenue

These locations were chosen due to high pedestrian activity, proximity to services, proximity to transit routes, ability to improve signal operations, and existing signal hardware capabilities. The anticipated cost is \$8,000 per intersection.

In addition, staff propose to use remaining funds from the Southpark Industrial Center project budget to purchase an APS system for the Bell Street/Industrial Drive intersection. \$81,465 is currently available of the original \$130,000. The city has so far used this budget to upgrade the traffic signal cabinet. Installing the APS system here would be in line with that type of work and complete the Bell Street corridor from a traffic signal accessibility standpoint. The cost for this intersection would be \$6,500.

Staff recommend purchasing five accessible pedestrian signal systems for the intersections outlined in this memorandum for a total not to exceed \$38,500 with \$32,000 being funded by Community Development Block Grant and \$6,500 being funded by the Southpark Industrial Center Upgrade budget (012-4519-742-0236).



M E M O R A N D U M

DATE: Wednesday, January 10, 2024
TO: Chairman Erickson and Members of the Finance and Personnel Committee
FROM: Vicky Rasmussen, Finance Director
Joseph L. Wenninger, Information Systems Director
RE: Ascent Tax System Purchase Request

We are looking for Finance and Personnel Committee approval to expend up to \$72,875 to purchase (\$33,500) and implement (\$39,375) a new tax system, Ascent Land Records Software Suite (ALRSS), from Transcendent Technologies of Neenah with funding coming from Information Systems ERP Suite account within the Capital Equipment Budget.

The City's current tax system was written in-house and has been around 30+ years, lacking many of the features and capabilities of solutions on the market today. After reviewing the offering from CentralSquare Technologies, staff determined that it was not a good fit and focused on Ascent Land Records Software Suite utilized by the City of Menasha, Winnebago County and many other local government agencies. During a software demonstration from Transcendent Technologies, it was apparent that this was the direction the City should proceed because of the following:

- Seamless integration with Winnebago County
- Familiarity with ALRSS as the City currently utilizes the "Pet Licensing" module
- Familiarity with the migration process as Information Systems staff recently performed migration services for the City of Menasha
- More features for the resident, such as past payment history
- Credit card payment are integrated with the system
- Wider range of support for technical assistance

If you have any questions regarding this request, please feel free to reach out to any of us prior to the Finance and Personnel Committee of Wednesday, January 17, 2024. In addition, Finance Director Rasmussen and Information Systems Director Wenninger will be available at the meeting to answer questions..

**CITY OF NEENAH
FINANCE AND PERSONNEL COMMITTEE MEETING
Monday, January 8, 2024 – 6:00 pm
Council Chambers, Neenah City Administration Building
211 Walnut Street, Neenah, Wisconsin**

MINUTES

The meeting was called to order by Chairman Erickson at 6:00 pm.

Present: Chairman Erickson; Aldermen Borchardt, Skyrms, Steiner, Mayor Lang, Director of Finance Rasmussen, Deputy Director of Community Development Schmidt, Planner Kasimor, and City Clerk Nagel.

Absent/Excused: Absent was Alderman Boyette

Public Appearances: None.

Minutes: Motion/Second/Carried Borchardt/Steiner to approve the minutes from December 11, 2023 Regular Meeting as presented. All voting aye.

2024 Intermunicipal Agreement for Dial A Ride (Attachments) (Kasimor)

Motion/Second/Carried Borchardt/Skyrms to recommend Council approve of the 2024 Intermunicipal Agreement with the City of Appleton for Dial-A-Ride cost sharing. All voting aye.

Report

Discussion: Planner Kasimor explained that the cities of Appleton and Neenah team up for the Dial-A-Ride program, run through Valley Transit, in order to capitalize on both federal and state program funding. It is anticipated that Neenah will receive a refund of some of the budgeted money. There are approximately 600 residents are signed up for Dial-A-Ride program. To qualify you must be 60 years of age or older and a resident of the Cities of Neenah or Menasha. This is an annual agreement with standard language.

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

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

Report

Discussion: Deputy Director Schmidt explained that with all 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 the development. The Development Agreement is the last step is the subdivision approval process.

This is the second of four phases in the Freedom Acres subdivision located west of Honor Street and north of County Highway G. The land is zoned R-1, Single-Family Residence District, and includes 48 single-family lots.

Both the water main and the sanitary sewer systems will be oversized to accommodate future development to the west. The costs of the oversizing will be reimbursed to the Developer by the Water Utility. The remainder of the fees in which the Developer is responsible for are outlined in Deputy Director Schmidt's memo dated January 8, 2024.

AX-231 Third Annexation to The Homes at Freedom Meadows (Attachments) (Schmidt)
Motion/Second/Carried Borchardt/Steiner to recommend Council approve Ordinance #2024-01 be approved and the petition for annexation of 10.12 acres of land located west of Woodenshoe Road be accepted. All voting aye.

Discussion: The purpose of the annexation is to develop the 3rd Addition to the Homes at Freedom Meadows. Approximately 27 single-family lots will be developed. Upon annexation, the Zoning Classification will be R-1, Single-Family Residence District. Community Development, Police, Water Utility and Public Works Departments all recommend approval of the annexation.

Motion/Second/Carried Steiner/Skyrms to adjourn the meeting 6:12 pm. All voting aye.

Respectfully submitted,



Charlotte Nagel
City Clerk



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

MEMORANDUM

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

FROM: Carol Kasimor, Assistant Planner

DATE: January 4, 2024

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

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

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

There are no other major changes from the 2023 agreement.

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

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

I. THE PARTIES

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

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

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

II. THE RECITALS

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

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

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

III. THE AGREEMENT

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

1. **COST-SHARING AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE



M E M O R A N D U M

DATE: January 8, 2024
TO: Chairperson Erickson and Members of Finance and Personnel Committee
FROM: Brad Schmidt, AICP, Deputy Director of Community Development
RE: Development Agreement – First Addition to Freedom Acres Subdivision

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

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

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

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

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

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

The City will reimburse the developer for the following items:

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

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

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

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

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

Recording Area

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

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

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

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

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

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

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

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

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

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

3. **Storm Water Ponds.** This development is served by a storm water pond constructed as part of the Freedom Acres subdivision (Outlot 1 in the Freedom Acres subdivision). The City recognized that the pond constructed for that development would serve areas outside of that development and held a portion of that construction cost as a deferred assessment against other served areas. The proposed subdivision was noted as Phase III of the subdivision concept plan approved by the City's Plan Commission on August 20, 2020. [Exhibit 3](#) outlines the share of the pond cost attributed to the Development.
4. **Storm Water Management.** The Developer shall pay a storm water management, erosion control, plan review and inspection fee of \$200 per plat plus \$75 per lot ([Exhibit 2](#)) to cover the City's costs for plan review and inspection of storm water management and erosion control methods and practices.
5. **Water main within the Subdivision Plat.** The Developer shall pay the full cost to furnish and install water mains and water services within the plat including those that may front on all dedicated

public lands, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. The Developer shall provide the Water Utility a complete accounting of all costs related to the installation of the water main and appurtenances within the Development. Upon acceptance, Neenah Water Utility shall take ownership of and maintain the water mains and related appurtenances inside the Development. The water service to each residence shall be installed by the Developer and owned by the resident. The Neenah Water Utility shall maintain the service from the water main to and including the curb box. Maintenance from the curb box to the house shall be the responsibility of the resident. The Developer shall pay for Neenah Water Utility inspection and testing during installation of the water main inside the Development as detailed in [Exhibit 4](#).

6. **Oversize Water Main Installation and Reimbursement.** The Neenah Water Utility is proposing an oversized water main within the Development to accommodate future development water supply needs. Upon approval by the Neenah Waterworks Commission, the Neenah Water Utility shall reimburse the Developer for the additional cost attributable to installing a 16-inch water main rather than the 10-inch water main required by the Water Utility's design and construction standards. Utility staff will work with the Developer to estimate the cost difference for labor and materials to install the 16-inch water main versus the 10-inch water main. An estimate of the oversizing reimbursement is included in [Exhibit 4](#).
7. **Oversize Water Main Fee.** The Neenah Water Utility has established a fee in the amount of \$2,240.95/acre. The Oversize water main fee is an area-wide assessment based on the cost to install oversized water main and infrastructure to boost water pressure in the proposed development. See [Exhibit 4](#) for more details.
8. **Sanitary Sewer Within the Subdivision Plat.** Developer shall pay the full cost of installing all sanitary sewer mains and sanitary sewer laterals within the plat including those that may front on all dedicated public lands, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. If needed, the installation of an oversized sewer main required by the City shall be reimbursed to the Developer as detailed in [Exhibit 7](#). Sanitary sewer main over 10" in diameter and installed at a depth of greater than 13 feet is eligible for reimbursement as are sanitary lateral risers associated with sewer main installation deeper than 13 feet.
9. **Purchase Price.** Per Document number 1826908 recorded in the Winnebago County Register of Deeds office, the City purchased the subject land with the intent of selling the land to the Developer based on the agreed-upon schedule within the Development Agreement. The Developer agrees to purchase the subject land (Second Addition to The Homes at Freedom Meadows) which accounts for 19.9398 acres at a price of \$8,882/acre for a total sales price of \$177,105.30. This amount is due to the City prior to the City signing the Final Plat. See [Exhibit 2](#) for more information.
10. **Streets, Curb and Gutter and Sidewalks Within the Subdivision Plat.**

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

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

- Founders Street
- Loyal Drive
- Legacy Lane

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

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

If during the time prior to the City accepting maintenance responsibility, the Developer fails to maintain the gravel streets in a manner acceptable to the City, the City shall, after a 48-hour notice to the Developer, perform the required maintenance on the gravel street and bill all costs for this maintenance work to the Developer or use funds from the gravel street maintenance escrow. Any excess funds left in the escrow shall be returned to the developer after the final street is installed..

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

- *Liberty Avenue*

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

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

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

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

Development (See [Exhibit 5](#)).

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

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

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

including the cost of installing utilities and street lights adjacent to detention ponds, parks, outlots, green space, trails and other public lands. Streetlights are required and the Developer shall be responsible for requesting the street lighting system from utility company. The street lighting plan, electrical distribution plan, and natural gas layout shall be designed by the utility company and approved by the City.

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

16. **Off-Site and Other Existing Improvements.** [Intentionally left blank]
17. **Terrace Trees Contribution.** The Developer shall pay a terrace tree contribution in the amount of \$200.00 per lot. This terrace tree contribution shall be paid by the Developer, on a per lot basis at the time of final closing of each lot sale. The subdivision plat shall note on its face "\$200.00 per lot 'Terrace Tree' contribution". This contribution will be deposited in the "City of Neenah Carpenter Tree Fund Trust" tax-exempt account and will be used to plant trees on the street terraces within the subdivision at the time curb and gutter is installed ([Exhibit 6](#)).
18. **Building Permits.** Provided Developer has installed water mains, storm sewer, sanitary sewer and gravel base to a given lot and guarantees of installation have been provided for electric, gas, phone and cable services, Developer and/or Developer's assigns and successors in interest shall be permitted to obtain building and erosion control permits for such lot.
19. **Plan Review and Construction Inspection.** The Developer shall pay a fee for plan review and construction inspection of proposed improvements as outlined in [Exhibit 7](#). Said Fee shall be based on \$3,800 for plan review and an estimated \$8,100 for inspections by City staff. Actual costs shall be determined based on actual time spent by City Staff. In the event that the City, in its sole discretion, determines that it requires the assistance of either outside consultants to review plans or provide for construction inspection services, the Developer shall pay the actual cost of such outside consulting services plus 10% for administration.
20. **Damages.** The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at Developer's own cost, any damage caused to any public or private property by the installation of the improvements.
21. **City Costs.** [Intentionally left blank]
22. **Estimated Cost Summary Escrow Payment.** The estimate of costs paid by the Developer is attached hereto as Exhibits 2-7 (Summarized in [Exhibit 8](#)) and shows the items and estimated amounts to be paid by the Developer, including the basis for the Sewer Fee and Storm Water Fee. The total of the estimate of costs provides the basis for determining the amount of the escrow. The Developer shall submit a payment to be held in a City escrow account in the amount of **\$323,230**. The escrow amount is based on the sums shown in [Exhibit 5](#).
23. **Financing Alternative.** As an alternative to the payment of various fees and costs as outlined in this Agreement, the Developer may elect to pay the fees provided in sections [1](#), [2](#), [4](#), [7](#), and [18](#) proportionally on a per lot basis (excluding outlots) as summarized in [Exhibit 8](#). The Developer shall indicate, in writing, whether the per lot fee would be paid to the City when the lot is sold to a third party and collected at time of lot closing, or the fee would be collected at the time a building permit is issued. The owner of any lot for which the fees have not been paid by January 1, 2030, shall be issued a bill for the unpaid balance on the individual lot. Developer specifically agrees to

waive all assessment procedures, including the right to notice and hearing, pursuant to Wis. Stat. §66.0703(7)(b) and hereby consents to the imposition of the fees and costs anticipated by this Agreement as special assessments against the property in the Development.

- 24. **Consistency With Adopted Ordinances and Resolutions.** The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.
- 25. **Merger; Successors and Assigns.** This Agreement, together with all referenced and attached Exhibits, sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written. The terms of this Agreement shall survive any closing involving the transfer of lots to any grantee and shall not merge with the deed. The terms and conditions of this Agreement shall be binding on successors and assignees of the Developer.
- 26. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin and the venue for resolution of any legal action commenced to enforce same shall be in the Wisconsin Circuit Court for Winnebago County.
- 27. **Severability.** It is understood and agreed that the provisions of this agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other, remaining provisions contained herein.
- 28. **Modification.** This agreement may not be modified or amended, except in writing, with the written approval of both the City and the Developer.
- 29. **Notices.** Any notices required under this agreement shall be deemed made as of the date deposited in the US mail, postage prepaid and addressed to the following.

If to the City:

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

If to Developer:

Van Sistine Homes, LLC
Attn: Richard Van Sistine III
203 W Wisconsin Suite 202
Neenah, WI 54956

Dated this ____ day of _____, 2023.

CITY OF NEENAH

VAN SISTINE HOMES, LLC

_____(SEAL)
Jane Lang, Mayor

Richard C. Van Sistine III, Member

Attest: _____(SEAL)
Charlotte Nagel, City Clerk

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

ACKNOWLEDGMENT
STATE OF WISCONSIN)
) ss.

_____, 2023.

COUNTY OF _____)

David Rashid
Title: Member State Bar of Wisconsin

THIS INSTRUMENT DRAFTED BY:

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

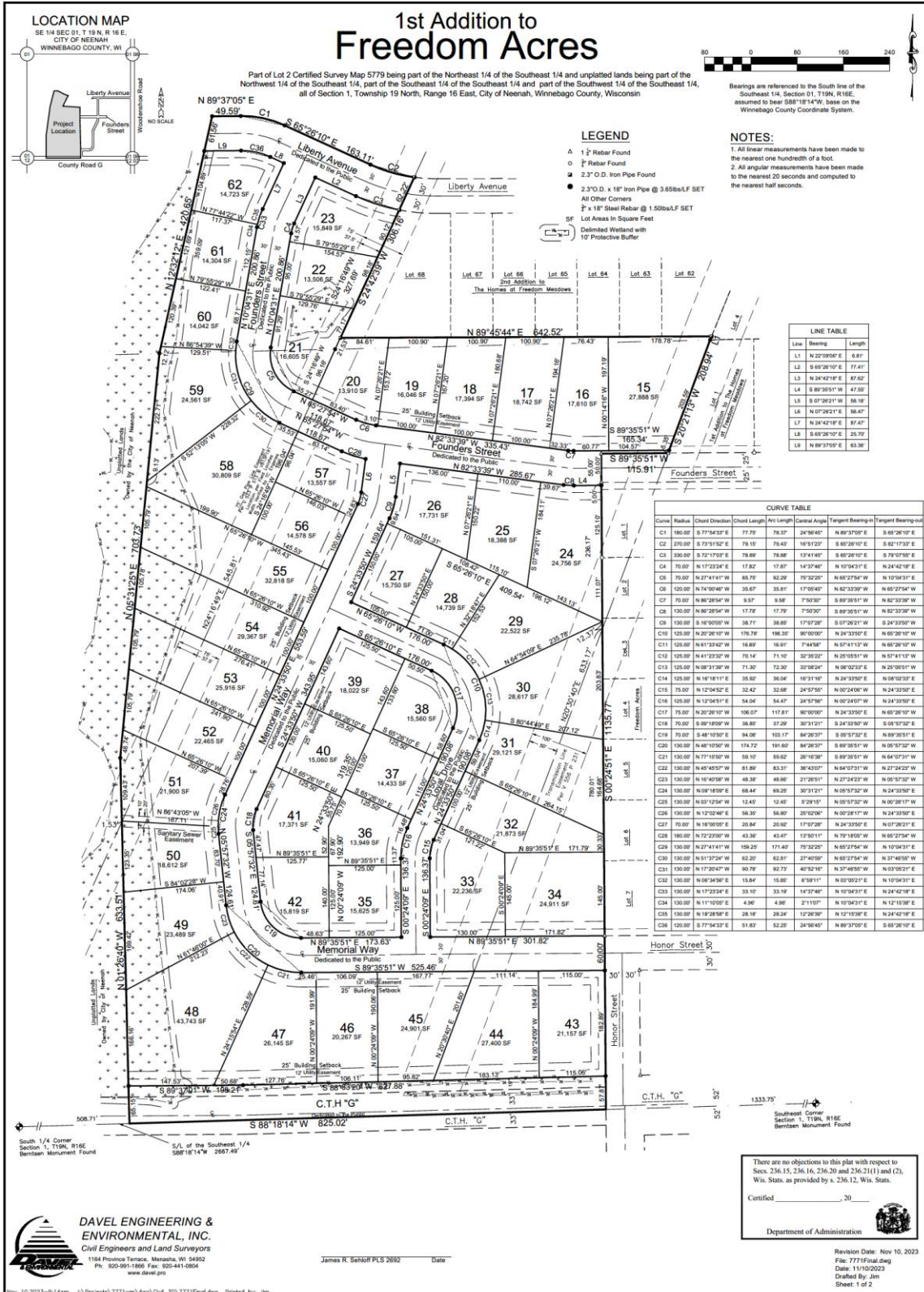
(SIGNATURES MAY BE AUTHENTICATED OR
ACKNOWLEDGED. BOTH ARE NOT NECESSARY.)

Personally came before me this _____ day of _____, 2023 the above- named Richard C. Van Sistine III who acknowledged that he is sole member of Van Sistine Homes, LLC, a Wisconsin limited liability company, and that he is authorized to execute the foregoing instrument on Van Sistine Homes, LLC's behalf.

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

DRAFT

Exhibit 1 First Addition to Freedom Acres Plat Map



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

Certified _____, 20____

Department of Administration

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

James R. Schorr PLS 2692 Date: _____

Revision Date: Nov 10, 2023
File: 77719.dwg
Date: 11/10/2023
Drafted By: Jim
Sheet: 1 of 2

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

1st Addition to Freedom Acres

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

Surveyor's Certificate

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

Commencing at the Southeast 1/4 corner of Section 1; thence, along the South line of the Southeast 1/4 of said Section 1, S88°18'14"W, 1333.75 feet to the Southwest corner of Freedom Acres said point being the point of beginning; thence, continuing along said South line, S88°18'14"W, 823.02 feet; thence, N01°29'40"W, 633.51 feet; thence, N05°31'25"E, 703.73 feet; thence, N17°32'12"E, 429.65 feet; thence, N89°37'02"E, 68.24 feet; thence, 78.37 feet along the arc of a curve to the right with a radius of 160.00 feet and a chord of 77.75 feet which bears S77°04'33"E, thence, S60°29'10"E, 163.11 feet; thence, 79.43 feet along the arc of a curve to the left with a radius of 270.00 feet and a chord of 79.15 feet which bears S73°31'52"E to the West line of Proposed 2nd Addition to The Homes as Freedom Meadows; thence, along the West line of Proposed Lot 68 of said Proposed 2nd Addition to The Homes as Freedom Meadows, S24°42'39"W, 306.18 feet to the Southwest corner of said proposed Lot 68; thence, along the South line of Lots 62-68 of said Proposed 2nd Addition to The Homes as Freedom Meadows, N89°40'44"E, 642.52 feet to a point on the West line of Lot 4 of The Homes of Freedom Meadows; thence, along the West line of Lot 1 of The Homes of Freedom Meadows, S22°09'06"W, 5.81 feet; thence, continuing along the West line of said Lot 1, S20°21'13"W, 208.94 feet to the North right-of-way line of Founders Street as platted on said The Homes of Freedom Meadows; thence, S89°35'51"W, 115.91 feet to the West right-of-way line of said Founders Street; thence, along said West right-of-way line and the West line of Freedom Acres, S00°24'51"E, 1135.77 feet to the point of beginning subject to all easements and restrictions of record.

Given under my hand this ____ day of _____

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

Owner's Certificate of Dedication

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

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

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

Dated this ____ day of _____, 20__

In the presence of: Van Sistine Homes, LLC

Richard C. Van Sistine III, Managing Member

State of Wisconsin

____ County ss

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

____ My Commission Expires

Notary Public, Wisconsin

Utility Easement Provisions

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

Van Sistine Homes, LLC, Grantor; to

WE Energies, Grantee,
SBC Wisconsin, Grantee,
and
Wisconsin Electric Power Company and Wisconsin Gas, LLC, Wisconsin corporations doing business as We Energies, Grantee,
TD9 Metrocem, LLC, Grantee
and
Spectrum, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and other as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantee agrees to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or other which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantee's facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of Grantee.

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

Van Sistine Homes, LLC

Richard C. Van Sistine III, Date _____
Managing Member

Mortgagee's Certificate

Nicolet Nation Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Van Sistine Homes, LLC, owner.

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

_____, its President, and countersigned by

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

hereunto affixed this ____ day of _____, 20__

President Date

Secretary or Cashier Date

State of Wisconsin

____ County ss

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

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

____ My Commission Expires _____

Notary Public, Wisconsin

Common Council Resolution

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

this ____ day of _____, 20__

Mayor Date

Clerk Date

Common Council Resolution

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

this ____ day of _____, 20__

Mayor Date

Clerk Date

City of Neenah Planning Commission Approval Certificate

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

Planning Commission Representative Date

Treasurer's Certificate

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

County Treasurer Date

City Treasurer Date

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

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

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

Certified _____, 20__

Department of Administration



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

Exhibit 2
First Addition to Freedom Acres

Fee Schedule

Total Developable Acres = 28.6015
Total Lots = 48

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

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

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

**Exhibit 3
First Addition to Freedom Acres**

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

1. Acreage

Total Developable Acres (Excluding 1.8756 acres of wetland)	26.7259
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2. Storm/Infrastructure Construction Costs

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

3. Summary Public Infrastructure Costs

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

4. Storm Water Pond Reimbursement Costs

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

Developer Reimbursement to City for Held Pond Cost	\$ 93,414.45
---	---------------------

NOTE: The final amount due under this exhibit shall be determined based on an "as-built" cost determination at the conclusion of construction of the public improvements contemplated by this agreement.

**Exhibit 4
First Addition to Freedom Acres**

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

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

**Exhibit 5
First Addition to Freedom Acres**

Escrow/Prepayment

Two-Inch Mat, Future Street and Sidewalk

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

Exhibit 6
First Addition to Freedom Acres

Terrace Tree Contribution

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

DRAFT

**Exhibit 7
First Addition to Freedom Acres**

Oversize Sanitary Sewer

Estimated Developer's Cost Due City

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

¹ Assumptions for Sanitary Sewer Reimbursement

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



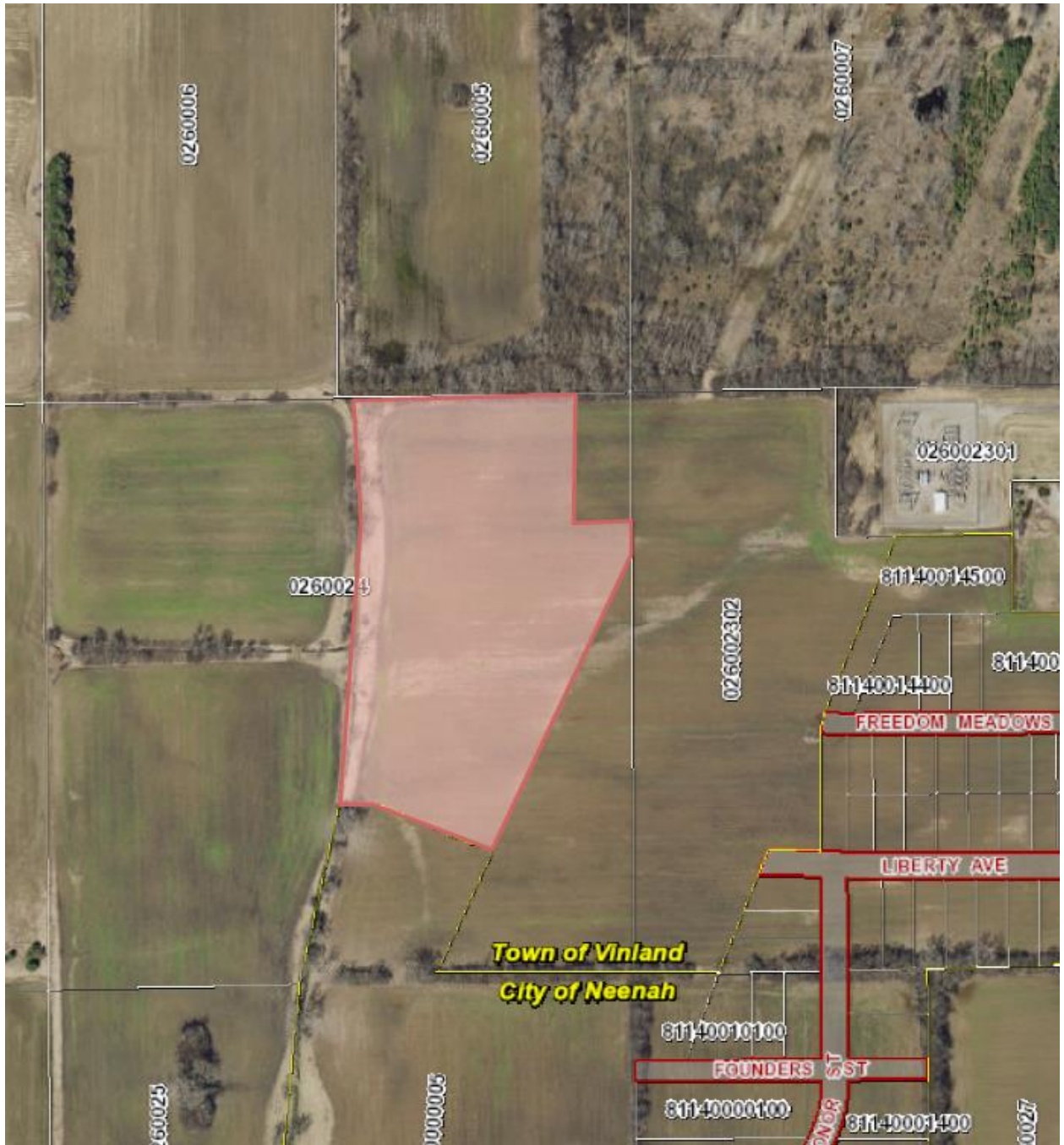
DATE: January 8, 2024
TO: Mayor Lang, Finance Committee and Common Council
FROM: Brad Schmidt, Deputy Director
RE: Annexation #231 (Liberty Avenue– T. of Vinland) – 10.12 Acres

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

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

Recommendation

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





NEENAH POLICE DEPARTMENT



Chief Aaron L. Olson

Memo

To: Neenah City Council and Mayor Jane Lang

From: Chief Aaron L. Olson

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

Date: 1/3/2024

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

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

We review annexation requests based on the following criteria:

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

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

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

Anticipated Use: No known law enforcement concerns currently.

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

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

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



Neenah Water Utility

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

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

Email: amach@ci.neenah.wi.us

Anthony L. Mach

Director of Neenah Water Utility

MEMORANDUM

DATE: December 6, 2023

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

FROM: Anthony L. Mach

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

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

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



M E M O R A N D U M

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

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

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

B. Additional Equipment: None.

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

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

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

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

- a. Oversized existing sanitary sewer interceptor fee at \$1,000/acre. \$ 10,126.20
 Est. Actual size = 10.1262 acres
 Size per Ordinance = 10.1262 acres
- b. Storm sewer fee at \$9,000/acre. \$ 91,135.80
 Est. actual size = 10.1262 acres (including wetlands)
 Size per Ordinance = 10.1262 acres (This includes wetlands. Final payment calculation will deduct wetlands acreage from this total.)

2. Deferred Assessments: \$36,389.82

- a. CTH G Sanitary Sewer: Per Haese memo of 2/25/2003 this area is outside of the area of direct payment for the CTH G interceptor. \$ 0.00
- b. Freedom Meadows Pond: This area is served by the previously constructed pond. This annexation will complete reimbursement for the pond. \$ 36,389.82
 Pond Cost: \$185,794.50
 Total Watershed Served: 45.90 Acres
 Contributing Area Within this Annexation: 8.99 Acres (19.5%)

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



MEMORANDUM

DATE: January 9, 2024
TO: Mayor Lang, and Members of Plan Commission
FROM: Brad Schmidt, AICP, Deputy Director
RE: Annexation #231 (Honor Street) – 10.12 Acres

The City of Neenah, under Wisconsin State Statute Sec. 66.0223, is proposing to annex land contiguous to the City for the purpose of developing the Third Addition to the Homes at Freedom Meadows subdivision. The 10.12 acres of land is currently undeveloped farmland located in the Town of Vinland north of Liberty Avenue. There are currently three phases of the Homes at Freedom Meadows developed or underdeveloped, east of the annexation area. In 2020, the City purchased 130 acres of land along the Woodenshoe Road and County Highway G. This proposed annexation will be the sixth phase of the development.

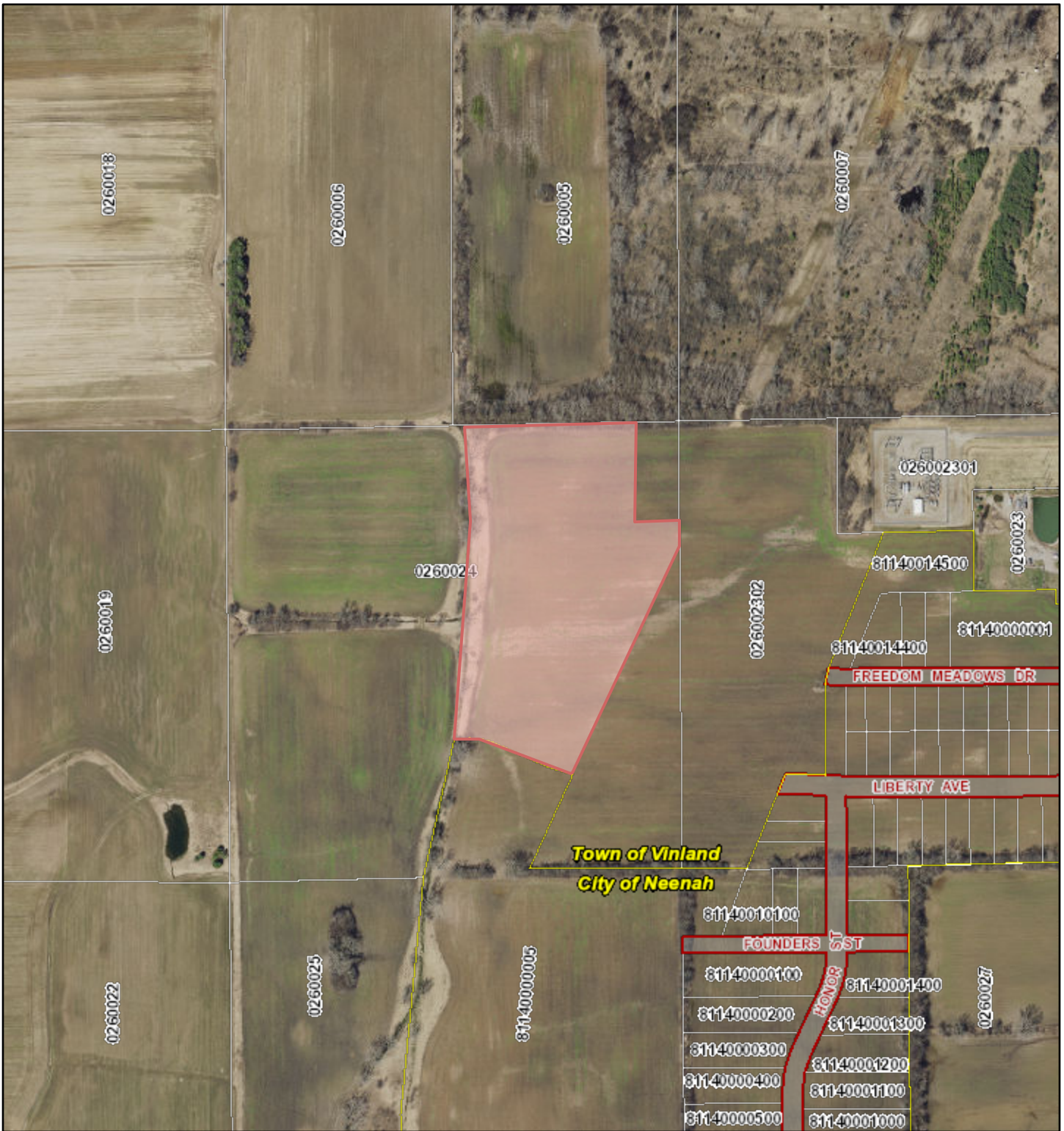
Upon annexation the subject land will become part of the R-1, Single-Family Residence District. The City's Comprehensive Plan Future Land Use Map (2017) currently identifies the annexation area as Residential Neighborhood Investment Area. The proposed use is consistent with the City's Comprehensive Plan.

The Plan Commission's role in reviewing annexation requests is to determine whether the proposed annexation is consistent with established City Plans. Future action items will include review of a preliminary and final plat for the proposed subdivision. This development will include 27 single-family lots.

Recommendation












Appropriate action at this time is for Plan Commission to recommend Common Council approve Annexation #231 (Ordinance #2024-01) and the property also receive an R-1, Single-Family Residence District zoning classification.

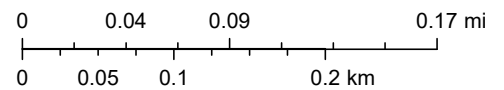
Site Map



12/11/2023, 9:30:38 AM

1:4,989

- | | |
|---|--|
|  Adjacent Counties |  Navigable - Permanent (checked) |
|  Lakes, Ponds and Rivers |  Navigable - Intermittent (checked) |
| Navigable Waterways |  Navigable - Stream (checked) |
|  Navigable - Permanent (unchecked) |  Tax Parcel Boundary |
|  Navigable - Intermittent (unchecked) |  Road ROW |
|  Navigable - Stream (unchecked) |  Municipal Boundary |



Winnebago County GIS, Imagery Date: April 2020



211 Walnut Street
Neenah, WI 54956

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

ORDINANCE NO. 2024-01

Introduced: _____

Committee/Commission 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:

Part of the Northwest 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin, containing 441,099 Square Feet (10.1262 Ac) of land described as follows:

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

The land to be annexed includes part of parcel number **0260024** 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

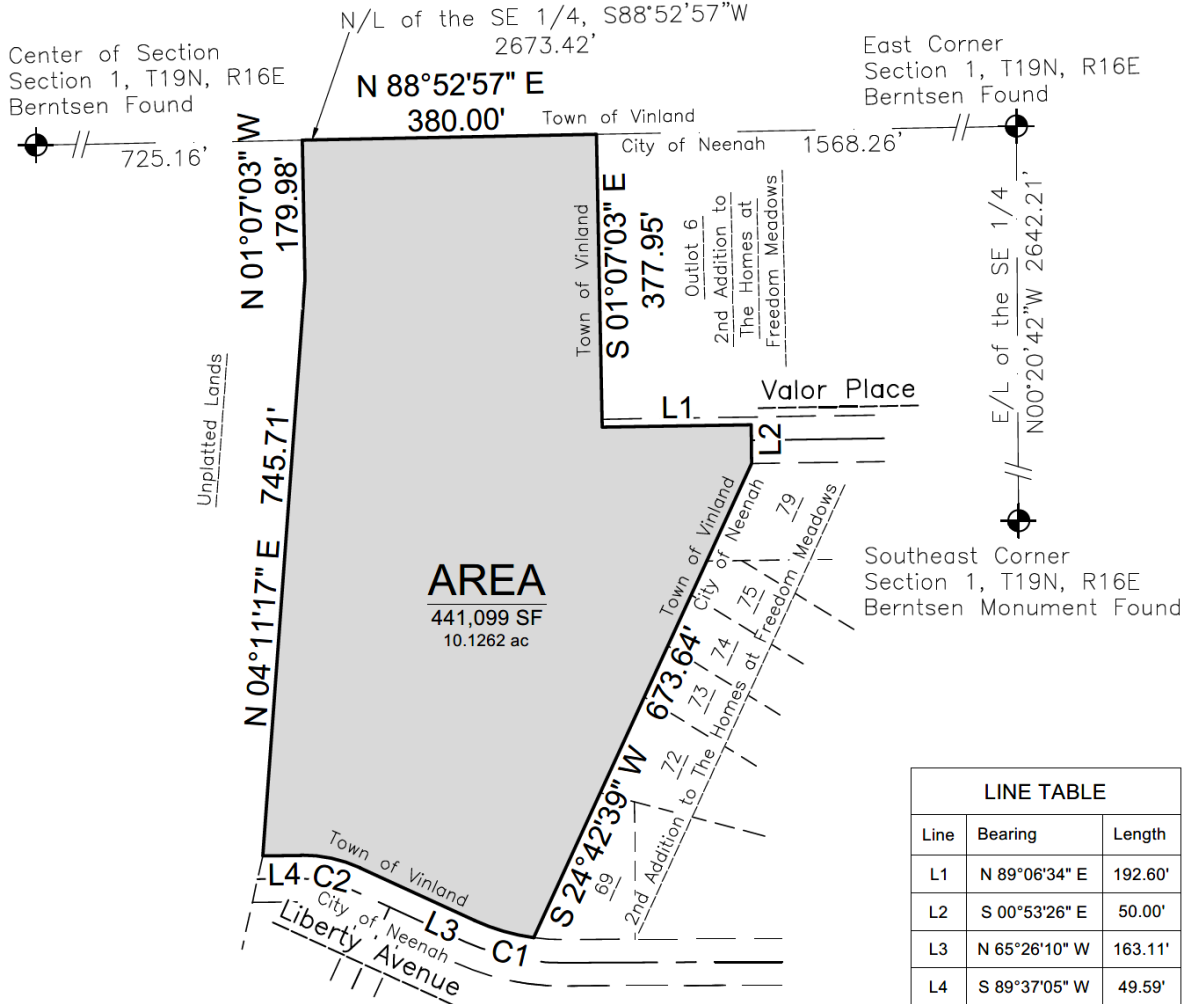
Published: _____

Attest:

Charlotte Nagel, City Clerk

Annexation Exhibit

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

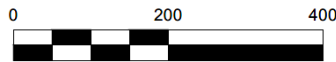


LINE TABLE		
Line	Bearing	Length
L1	N 89°06'34" E	192.60'
L2	S 00°53'26" E	50.00'
L3	N 65°26'10" W	163.11'
L4	S 89°37'05" W	49.59'

CURVE TABLE							
Curve	Radius	Chord Direction	Chord Length	Arc Length	Central Angle	Tangent Bearing-in	Tangent Bearing-out
C1	270.00'	N 73°51'52" W	79.15'	79.43'	16°51'23"	N 82°17'33" W	N 65°26'10" W
C2	180.00'	N 77°54'33" W	77.75'	78.37'	24°56'45"	N 65°26'10" W	S 89°37'05" W



DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1866 Fax: 920-441-0804
www.davel.pro



Bearings are referenced to the North line of the Southeast 1/4, Section 01, T19N, R16E, assumed to bear S88°52'57"W, base on the Winnebago County Coordinate System



File: 8002Annex.dwg
Date: 12/01/2023
Drafted By: Jim
Sheet: Ex

**Minutes of the Board of Public Works Meeting
Tuesday, January 9, 2023 at 12:00 PM**

MEMBERS PRESENT: Mayor Lang, Director of Community Development & Assessment Haese, Public Works Director Kaiser, Director of Finance Rasmussen, and Alderman Hillstrom. City Attorney Rashid, and Alderman Lendrum were excused.

ALSO PRESENT: Deputy Director of Community Development Schmidt, Water Distribution Manager Tim Jens, and City Clerk Nagel.

CALL TO ORDER: Mayor Lang called the meeting to order at 12:00 PM.

- I. Approval of the minutes of the December 19, 2023 meeting. (Minutes can be found on the city website)
MSC Haese/Hillstrom to approve the meeting minutes as presented, all voting aye.

- II. Appearances.
None.

- III. Unfinished Business.
None.

- IV. New Business.
 - A. Community Development
 - 1. Development and Fee Agreement for the 1st Addition to Freedom Acres Subdivision. (Attachment)
MSC Kaiser/Rasmussen to recommend Council approve the Development and Fee Agreement for the 1st Addition of Freedom Acres Subdivision as presented, all voting aye.

Report

Discussion: Deputy Director Schmidt explained that with all 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 the development. The Development Agreement is the last step in the subdivision approval process.

This is the second of four phases in the Freedom Acres subdivision located west of Honor Street and north of County Highway G. The land is zoned R-1, Single-Family Residence District, and includes 48 single-family lots.

Sidewalks and driveway aprons are installed as the homes are built through flatwork contractor. For properties that are not built-out by the time the two-inch road mat is installed, the sidewalk and driveway apron is then installed by the city and billed to the developer. The grade for the subdivision is established early in the overall development.

- B. Public Works
 - 1. Pay Request No.6, Contract 1-23, Sanitary Sewer, Water Main and Street Construction, Burr Avenue, Chestnut Street, Dieckhoff Street, and Laudan Boulevard, to Don E Parker Excavating, Inc., in the amount of \$224,260.58. (Attachment)
MSC Kaiser/Haese to approve Pay Request No.6, Contract 1-23, as presented, all voting aye.

Report

Discussion: Kaiser advised Pay Request No. 6 is a partial pay request. The topcoat needs to be installed in the spring or summer. The topcoat is the final element of project.

- 2. Final Pay Request, Contract 3-23, Concrete Pavement and Sidewalk Repair, Al Dix Concrete, in the amount of \$275,745.67. (Attachment)
MSC Kaiser/Rasmussen to recommend Council approve Final Pay Request, Contract 3-23, as presented, all voting aye.

Report

No discussion.

3. Final Pay Request, Contract 6-23, Sanitary & Storm Sewer, Water Main and Street Construction, Columbian Avenue, to Donald Hietpas & Sons, Inc., in the amount of \$91,557.29. (Attachment)
MSC Kaiser/Rasmussen to recommend Council approve Final Pay Request, Contract 6-23, as presented, all voting aye.

Discussion: Director Kaiser advised the overall project came in slightly under budget.

4. Change Order No.1, Contract 10-23, for stone, fill and compacting oil tank oil hole in City Hall Parking Lot, to Northeast Asphalt, Inc., in the amount of \$2,915.00. (Attachment)
MSC Kaiser/Hillstrom to approve Change Order No. 1, Contract 10-23, as presented, all voting aye.

Discussion: Change Order No. 1 included the extra stone and backfill required for the extraction and removal of the underground oil tank at city hall.

5. Change Order No.2, Contract 10-23, for an extra 2,124.90 sf. HMA, for driveways in Freedom Acres and Homes at Freedom Meadows, to Northeast Asphalt, Inc., in the amount of \$7,437.15. (Attachment)
MSC Kaiser/Haese to approve Change Order No.2, Contract 10-23 as presented, all voting aye.

No discussion.

Report

6. Final Pay Request, Contract 10-23, Parking Lot Resurface at Marketplace and City Hall, 2-Inch Asphalt Mat Overlay in Freedom Acres and Homes at Freedom Meadows, and Library Bumpout, to Northeast Asphalt Inc., in the amount of \$25,343.10. (Attachment)
MSC Kaiser/Rasmussen to recommend Council approve Final Pay Request, Contract 10-23, as presented, all voting aye.

Discussion: Director Kaiser advised Change Order No. 1 and Change Order No. 2, above, are included in this Final Pay Request.

Report

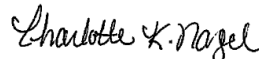
7. Final Pay Request, Contract 9-23, Epoxy Pavement Marking, to Century Fence, Inc., in the amount of \$63,720.37. (Attachment)
MSC Kaiser/Hillstrom to recommend Council approve Final Pay Request, Contract 9-23, all voting aye.

No discussion.

V. Any announcements/questions for the Board.

VI. Adjournment.
MSC Hillstrom/Kaiser to adjourn, all voting aye. Meeting adjourned at 12:14 PM.

Respectfully Submitted,



Charlotte Nagel
City Clerk

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

Contractor Name: Don E. Parker Excavating		Contract No. 1-23	
Address N2573 Highway 15		Contract Amount \$2,474,739.50	
City Hortonville WI 54944			
Name of Project		Sanitary, Water Main and Street Construction	
Location of Project		Burr Avenue, Chestnut Street, Dieckhoff Street, and Laudan Boulevard	
Pay Request No.	6	For Period	September 30, 2023 to November 30, 2023

CONTRACT SUMMARY

Original Contract Amount	\$2,474,739.50
Net Amount of Change Order	\$0.00
Adjusted Contract Amount	<u>\$2,474,739.50</u>

WORK PERFORMED TO DATE

Work Performed to Date	\$2,303,673.82
Less Retainage of 5%. If different indicate here <u>2.5%</u>	\$101,641.61
Net Amount Earned to Date	\$2,202,032.21
Less Previous Payments	\$1,977,771.63

BALANCE DUE THIS PAYMENT



\$224,260.58

CONTRACT BREAKOUT

	Account Numbers	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Sanitary Sewer Various Repairs	046-5001-743-0236	\$180,000.00	\$0.00	\$0.00	\$30,374.87
Sanitary Sewer-Burr Ave	046-5059-743-0236	\$70,000.00	\$58,600.00	\$0.00	\$21,632.78
Sanitary Sewer-Chestnut St	046-5055-743-0236	\$680,000.00	\$570,000.00	\$4,668.30	\$581,713.50
Sanitary Sewer -Dieckhoff St	046-5058-743-0236	\$50,000.00	\$41,156.55	\$0.00	\$30,441.46
Storm Sewer Various Repairs	049-5203-743-0236	\$227,000.00	\$67,135.45	\$0.00	\$51,740.55
Storm Sewer-Chestnut St	049-5276-743-0236	\$182,000.00	\$182,000.00	\$4,882.81	\$119,446.80
Street Constr-Burr Ave	012-4335-743-0236	\$89,000.00	\$78,000.00	\$19,604.29	\$39,971.14
Street Constr-Chestnut St	012-4333-743-0236	\$710,000.00	\$624,000.00	\$166,176.56	\$357,230.03
Street Constr-Dieckhoff St	012-4334-743-0236	\$61,000.00	\$54,298.50	(\$775.80)	\$39,577.89
Street Constr-Laudan Blvd	012-4337-743-0236	\$114,000.00	\$100,000.00	\$29,704.42	\$40,087.93
Water Constr-Burr Ave	400-0000-207-0514	\$66,000.00	\$58,369.00	\$0.00	\$52,041.74
Water Constr-Chestnut St	400-0000-207-0511	\$449,000.00	\$490,655.00	\$0.00	\$478,958.41
Water Constr-Dieckhoff St	400-0000-207-0513	\$56,000.00	\$54,349.00	\$0.00	\$51,461.20
Water Constr-Laudan Blvd	400-0000-207-0512	\$128,000.00	\$96,176.00	\$0.00	\$83,093.31
		<u>\$3,062,000.00</u>	<u>\$2,474,739.50</u>	<u>\$224,260.58</u>	<u>\$1,977,771.61</u>

CERTIFICATION OF CONTRACTOR:

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

Certified by Engineer		Date: 1-3-24
Certified by Public Works		Date: 1-5-2024
Certified by Water Utility		Date:
Certified by Contractor		Date:
	Approved BPW	Date:
	Approved Common Council (Final Payments Only)	Date:

Contract 1-23
Sanitary Storm Sewer, Water, and Street Construction
Burr Ave., Chestnut St., Dieckhoff St., Laudan Blvd.

							Quantity Completed to Date	Pay Request No.5				Pay Request No.6			
Item Code	Item Description	UofM	QTY	Unit Price	Extension	Contractor Completed This Period		Retainage Due this Period	Due this Estimate	Contractor Completed This Period		Retainage Due this Period	Due this Estimate		
						QTY				\$	QTY			\$	
1	101.3	Furnish and Relay 8-inch PVC Sanitary Sewer	Lin. Ft.	2680	\$76.75	\$205,690.00	2,674.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
2	101.4	Furnish and Relay 10-inch PVC Sanitary Sewer	Lin. Ft.	337	\$86.35	\$29,099.95	337.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
3	102.3	Furnish and Relay 6 inch Sanitary Lateral in ROW	Lin. Ft.	1800	\$80.45	\$144,810.00	2,293.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
4	102.4	Furnish and Relay 6 inch Sanitary Lateral ROW to House	Lin. Ft.	100	\$61.60	\$6,160.00	50.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
5	102.6	Reconnect Lateral to Main	Each	2	\$240.00	\$480.00	3.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
6	103.1	Furnish and Pipeburst 4-inch Sanitary Lateral	Lin. Ft.	2800	\$5.15	\$14,420.00	2,627.00	461.00	\$2,374.15	\$59.35	\$2,314.80	0.00	\$0.00	\$0.00	\$0.00
7	103.2	Furnish and Pipeburst 6-inch Sanitary Lateral	Lin. Ft.	200	\$20.60	\$4,120.00	480.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
8	103.3	Reconnect Sanitary Lateral at Foundation - Pipeburst	Each	5	\$1,545.00	\$7,725.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
9	103.4	Reconnect Under Basement Floor - Pipeburst	Each	74	\$2,678.00	\$198,172.00	76.00	7.00	\$18,746.00	\$468.65	\$18,277.35	0.00	\$0.00	\$0.00	\$0.00
10	103.4.1	Remove Building Footing to allow Pipeburst	Each	5	\$309.00	\$1,545.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
11	103.5	Extra Hole - Pipeburst	Each	3	\$515.00	\$1,545.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
12	104.1	Furnish and Install Standard Manhole	Ver. Ft.	92	\$506.80	\$46,625.60	91.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
13	105.1	Abandon Sanitary Manhole	Each	2	\$350.00	\$700.00	1.00	0.00	\$0.00	\$0.00	\$0.00	1.00	\$350.00	\$17.50	\$332.50
14	105.2	Adjust Sanitary Manhole	Each	3	\$650.00	\$1,950.00	1.00	0.00	\$0.00	\$0.00	\$0.00	1.00	\$650.00	\$32.50	\$617.50
15	105.6	Remove Sanitary Manhole	Each	14	\$200.00	\$2,800.00	14.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
16	106.1	Clean and Televiser Sewer (Sanitary only)	Lump Sum	1	\$3,914.00	\$3,914.00	1.00	0.00	\$0.00	\$0.00	\$0.00	1.00	\$3,914.00	\$195.70	\$3,718.30
Sanitary						\$669,756.55			\$21,120.15	\$528.00	\$20,592.15		\$4,914.00	\$245.70	\$4,668.30
17	201.1.1	Furnish & Install 6-inch PVC C-900 Main	Lin. Ft.	40	\$213.80	\$8,552.00	49.00	12.00	\$2,565.60	\$64.14	\$2,501.46	0.00	\$0.00	\$0.00	\$0.00
18	201.1.2	Furnish & Install 8-inch PVC C-900 Main	Lin. Ft.	3400	\$84.70	\$287,980.00	3,342.00	13.00	\$1,101.10	\$27.53	\$1,073.57	0.00	\$0.00	\$0.00	\$0.00
19	201.1.4	Furnish & Install 12-inch PVC C-900 Main	Lin. Ft.	610	\$125.50	\$76,555.00	598.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00

Contract 1-23
Sanitary Storm Sewer, Water, and Street Construction
Burr Ave., Chestnut St., Dieckhoff St., Laudan Blvd.

							Quantity Completed to Date	Pay Request No.5				Pay Request No.6			
Item Code	Item Description	UofM	QTY	Unit Price	Extension	Contractor Completed This Period		Retainage Due this Period	Due this Estimate	Contractor Completed This Period		Retainage Due this Period	Due this Estimate		
						QTY				\$	QTY			\$	
20	202.1.2	Furnish & Install 1.25-inch PE Water Service in ROW by Trenching	Lin. Ft.	1600	\$57.00	\$91,200.00	2,170.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
21	202.2.2	Furnish & Install 1.25-inch PE Water Service in ROW by Pulling	Lin. Ft.	100	\$15.00	\$1,500.00	62.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
22	202.3.2	Furnish & Install 1.25-inch PE Water Service in ROW by Drilling	Lin. Ft.	100	\$30.90	\$3,090.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
23	202.4.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Trenching	Lin. Ft.	100	\$30.90	\$3,090.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
24	202.5.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Pulling	Lin. Ft.	100	\$30.90	\$3,090.00	109.00	109.00	\$3,368.10	\$84.20	\$3,283.90	0.00	\$0.00	\$0.00	\$0.00
25	202.6.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Drilling	Lin. Ft.	100	\$30.90	\$3,090.00	129.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
26	202.7.1	Furnish & Install 1.25-inch PE Service from ROW to Structure by Pulling w/Sanitary Sewer Pipeburst	Lin. Ft.	2500	\$3.09	\$7,725.00	2,834.00	273.00	\$843.57	\$21.09	\$822.48	0.00	\$0.00	\$0.00	\$0.00
27	202.8.1	Furnish & Install 1.25-inch PE Service from ROW to Structure by Excavation in same Trench as Sanitary Lateral	Lin. Ft.	100	\$7.50	\$750.00	62.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
28	202.9.2	Furnish & Install 1.25-inch Service Brass Set	Each	79	\$482.00	\$38,078.00	77.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
29	203.1.1	Furnish & Install Cathodic Protection to Water Service	Each	6	\$230.00	\$1,380.00	20.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
30	203.1.3	Water Service Connection to Structure	Each	79	\$824.00	\$65,096.00	60.00	1.00	\$824.00	\$20.60	\$803.40	0.00	\$0.00	\$0.00	\$0.00
31	203.1.4	Water Service Extra Hole (Curb Stop Connection)	Each	3	\$515.00	\$1,545.00	6.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
32	203.1.6	Abandon Valve Box	Each	7	\$200.00	\$1,400.00	2.00	1.00	\$200.00	\$5.00	\$195.00	0.00	\$0.00	\$0.00	\$0.00
33	203.1.7	Abandon Valve Manhole	Each	1	\$650.00	\$650.00	2.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
34	204.2.4	Furnish & Install 8-inch MJRW Valve and Box	Each	13	\$2,674.00	\$34,762.00	12.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00

Contract 1-23
Sanitary Storm Sewer, Water, and Street Construction
Burr Ave., Chestnut St., Dieckhoff St., Laudan Blvd.

							Quantity Completed to Date	Pay Request No.5				Pay Request No.6			
Item Code	Item Description	UofM	QTY	Unit Price	Extension	Contractor Completed This Period		Retainage Due this Period	Due this Estimate	Contractor Completed This Period		Retainage Due this Period	Due this Estimate		
						QTY				\$	QTY			\$	
35	204.2.6	Furnish & Install 12-inch MJRW Valve and Box	Each	2	\$4,480.00	\$8,960.00	2.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
36	205.1	Furnish & Install Hydrant, Lead and Valve	Each	8	\$7,507.00	\$60,056.00	7.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
37	205.2	Abandon Hydrant	Each	4	\$250.00	\$1,000.00	4.00	3.00	\$750.00	\$18.75	\$731.25	0.00	\$0.00	\$0.00	\$0.00
Water						\$699,549.00			\$9,652.37	\$241.31	\$9,411.06		\$0.00	\$0.00	\$0.00
38	301.4	Furnish and Relay 10-inch Storm Sewer	Lin. Ft.	380	\$56.90	\$21,622.00	412.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
39	301.5	Furnish and Relay 12-inch Storm Sewer	Lin. Ft.	1410	\$58.95	\$83,119.50	880.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
40	301.5.1	Furnish and Relay 15-inch Storm Sewer	Lin. Ft.	640	\$59.95	\$38,368.00	290.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
41	303.1	Furnish and Install 4-inch Storm Sewer Lateral	Lin. Ft.	900	\$48.20	\$43,380.00	549.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
42	304.1	Furnish and Install Sump pump Pit (separate)	Each	10	\$412.00	\$4,120.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
43	304.2	Furnish and Install Sump Pump pit w/ Sanitary Pipeburst	Each	3	\$257.50	\$772.50	4.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
44	305.1	Furnish and Install Catch Basin	Each	16	\$1,967.00	\$31,472.00	16.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
45	305.8	Adjust Storm Catch Basin	Each	2	\$700.00	\$1,400.00	2.00	0.00	\$0.00	\$0.00	\$0.00	2.00	\$1,400.00	\$70.00	\$1,330.00
46	305.9	Remove Storm Catch Basin	Each	16	\$250.00	\$4,000.00	16.00	0.00	\$0.00	\$0.00	\$0.00	4.00	\$1,000.00	\$50.00	\$950.00
47	306.1	Furnish and Install Storm Manhole	Vert Ft	31	\$512.75	\$15,895.25	41.70	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
48	306.8	Adjust Storm Manhole	Each	2	\$700.00	\$1,400.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
49	306.9	Remove Storm Manhole	Each	8	\$250.00	\$2,000.00	14.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
50	308.2.4	Install and Maintain Type "D" Inlet Protection	Each	22	\$72.10	\$1,586.20	38.00	0.00	\$0.00	\$0.00	\$0.00	38.00	\$2,739.80	\$136.99	\$2,602.81
Storm						\$249,135.45			\$0.00	\$0.00	\$0.00		\$5,139.80	\$256.99	\$4,882.81
51	402.2.6.2	Remove Existing Pavement and Maintain Utility Trench	Lin. Ft.	12000	\$0.75	\$9,000.00	12,000.00	12,000.00	\$9,000.00	\$225.00	\$8,775.00	0.00	\$0.00	\$0.00	\$0.00
52	405.1	Sawcut Existing Bituminous Pavement	Lin. Ft.	500	\$1.55	\$775.00	500.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
53	402.2.6.1	Remove Existing Bituminous Pavement	Sq. Yd.	13000	\$0.01	\$130.00	13,000.00	0.00	\$0.00	\$0.00	\$0.00	1,000.00	\$10.00	\$0.50	\$9.50

Contract 1-23
Sanitary Storm Sewer, Water, and Street Construction
Burr Ave., Chestnut St., Dieckhoff St., Laudan Blvd.

Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.5				Pay Request No.6				
							Contractor Completed This Period QTY	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate	Contractor Completed This Period QTY	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate	
54	403.2.5.1	Remove Concrete Curb and Gutter	Lin. Ft.	6700	\$1.55	\$10,385.00	6,783.90	0.00	\$0.00	\$0.00	\$0.00	133.90	\$207.55	\$10.38	\$197.17
55	404.4.5	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	20000	\$0.36	\$7,200.00	20,000.00	15,000.00	\$5,400.00	\$135.00	\$5,265.00	5,000.00	\$1,800.00	\$90.00	\$1,710.00
56	402.1.7.4	Unclassified Excavation	Cu. Yd.	9000	\$9.99	\$89,910.00	6,600.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
57	402.1.4.11	Furnish and Install Geogrid	Sq. Yd.	15000	\$1.90	\$28,500.00	15,295.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
58	401.1.1	Furnish and Install Crushed Aggregate Base	Ton	11000	\$15.86	\$174,460.00	8,900.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
59	403.2.1.7	Furnish and Install 30-inch Concrete Curb and Gutter (continuous)	Lin. Ft.	6600	\$16.48	\$108,768.00	6,612.60	6,600.00	\$108,768.00	\$2,719.20	\$106,048.80	12.60	\$207.65	\$10.38	\$197.27
60	403.2.1.8	Furnish and Install 30-inch Concrete Curb and Gutter (repair)	Lin. Ft.	100	\$61.80	\$6,180.00	171.30	60.00	\$3,708.00	\$92.70	\$3,615.30	111.30	\$6,878.34	\$343.92	\$6,534.42
61	404.3.2	Furnish and Install 6-inch Concrete Sidewalk/Driveway	Sq. Ft.	10000	\$6.64	\$66,400.00	12,467.70	10,000.00	\$66,400.00	\$1,660.00	\$64,740.00	2,467.70	\$16,385.53	\$819.28	\$15,566.25
62	404.1.1	Furnish and Install 4" Concrete Sidewalk	Sq. Ft.	10000	\$6.34	\$63,400.00	8,335.30	3,000.00	\$19,020.00	\$475.50	\$18,544.50	5,335.30	\$33,825.80	\$1,691.29	\$32,134.51
63	706.2	Install Detectable Warning Fields (supplied by City)	Each	30	\$77.25	\$2,317.50	46.00	25.00	\$1,931.25	\$48.28	\$1,882.97	21.00	\$1,622.25	\$81.11	\$1,541.14
64	402.1.5.3	Furnish and Install 1/2-inch rods	Lin. Ft.	550	\$2.06	\$1,133.00	450.00	450.00	\$927.00	\$23.18	\$903.82	0.00	\$0.00	\$0.00	\$0.00
65	102.1.5.3.1	Fine Grade Roadway	Sq. Yd.	12000	\$1.85	\$22,200.00	12,000.00	0.00	\$0.00	\$0.00	\$0.00	12,000.00	\$22,200.00	\$1,110.00	\$21,090.00
66	402.2.3.1	Furnish and Install HMA Pavement (4-inch)	Ton	2750	\$75.60	\$207,900.00	1,503.24	0.00	\$0.00	\$0.00	\$0.00	1,503.24	\$113,644.94	\$5,682.25	\$107,962.69
67	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	5000	\$7.72	\$38,600.00	4,786.00	1,000.00	\$7,720.00	\$193.00	\$7,527.00	3,786.00	\$29,227.92	\$1,461.40	\$27,766.52
68	706.1	Install and Maintain Traffic Control	Lump Sum	1	\$19,040.00	\$19,040.00	1.00	0.05	\$952.00	\$23.80	\$928.20	0.00	\$0.00	\$0.00	\$0.00
Street						\$856,298.50	0.00		\$223,826.25	\$5,595.66	\$218,230.59		\$226,009.98	\$11,300.51	\$214,709.47
Total						\$2,474,739.50			\$254,598.77	\$6,364.97	\$248,233.80		\$236,063.78	\$11,803.20	\$224,260.58

Change Order No: 1

Contract: 10-23

Project: Parking Lot Resurfacing (Marketplace & City Hall), Library Bump Out,
2" Asphalt Mat Overlay at Freedom Acres and Homes at Freedom Meadows

Contractor: Northeast Asphalt, Inc.
W6380 Design Dr
Greenville WI 54942

Current Contract: \$347,995.00

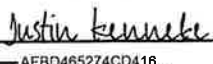

Change Ordered Herewith:	Account Number	
1. Furnish stone, fill and compact oil tank hole	013-7530-743-0236	\$2,915.00
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
TOTAL		\$2,915.00

Reason for Change:

1. Fill in hole from oil tank	\$2,915.00
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

<u>Contract Amount</u>		<u>Contract Time (Calendar Days)</u>	
Original:	<u>\$347,995.00</u>	Original:	_____
Previous C.O.'s (+/-):	<u>\$0.00</u>	Previous C.O.'s (+/-):	_____
This C.O. (+/-):	<u>\$2,915.00</u>	This C.O. (+/-):	_____
Revised:	<u>\$350,910.00</u>	Revised:	_____

This document shall become an amendment to the contract and all stipulations and covenants of the contract shall apply hereto.

DocuSigned by:
 Contractor:  Date: 12/05/2023
 Department:  Date: 1-5-2024
 Water Department _____ Date: _____
 (If applicable) _____
 Board of PW: _____ Date: _____

Change Order No: 2

Contract: 10-23

Project: Parking Lot Resurfacing (Marketplace & City Hall), Library Bump Out,
2" Asphalt Mat Overlay at Freedom Acres and Homes at Freedom Meadows

Contractor: Northeast Asphalt, Inc.
W6380 Design Dr
Greenville WI 54942

Current Contract: \$347,995.00

Change Ordered Herewith:	Account Number	
1. 2-Inch HMA Driveway-Freedom Acres	012-0000-313.15-05	\$3,500.00
2. 2-Inch HMA Driveway-Homes at Freedom Meadows	012-0000-313.16-05	\$3,937.15
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
TOTAL		\$7,437.15

Reason for Change:

1. Furnish & Install 2,124.90 SF of HMA Driveway in Freedom Acres and Homes at Freedom Meadows	\$7,437.15
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

<u>Contract Amount</u>		<u>Contract Time (Calendar Days)</u>	
Original:	<u>\$347,995.00</u>	Original:	_____
Previous C.O.'s (+/-):	<u>\$2,915.00</u>	Previous C.O.'s (+/-):	_____
This C.O. (+/-):	<u>\$7,437.15</u>	This C.O. (+/-):	_____
Revised:	<u>\$358,347.15</u>	Revised:	_____

This document shall become an amendment to the contract and all stipulations and covenants of the contract shall apply hereto.

Contractor:	<small>DocuSigned by:</small> <u>Justin Kenneke</u> <small>AFBD465274CD416...</small>	Date:	<u>1/4/2024</u>
Department:	<u>J. Kain</u>	Date:	<u>1-5-2024</u>
Water Department (If applicable)	_____	Date:	_____
Board of PW:	_____	Date:	_____



M E M O R A N D U M

DATE: January 8, 2024
TO: Board of Public Works
FROM: Brad Schmidt, AICP, Deputy Director of Community Development
RE: Development Agreement – First Addition to Freedom Acres Subdivision

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

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

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

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

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

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

The City will reimburse the developer for the following items:

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

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

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

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

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

Recording Area

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

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

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

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

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

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

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

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

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

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

3. **Storm Water Ponds.** This development is served by a storm water pond constructed as part of the Freedom Acres subdivision (Outlot 1 in the Freedom Acres subdivision). The City recognized that the pond constructed for that development would serve areas outside of that development and held a portion of that construction cost as a deferred assessment against other served areas. The proposed subdivision was noted as Phase III of the subdivision concept plan approved by the City's Plan Commission on August 20, 2020. [Exhibit 3](#) outlines the share of the pond cost attributed to the Development.
4. **Storm Water Management.** The Developer shall pay a storm water management, erosion control, plan review and inspection fee of \$200 per plat plus \$75 per lot ([Exhibit 2](#)) to cover the City's costs for plan review and inspection of storm water management and erosion control methods and practices.
5. **Water main within the Subdivision Plat.** The Developer shall pay the full cost to furnish and install water mains and water services within the plat including those that may front on all dedicated

public lands, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. The Developer shall provide the Water Utility a complete accounting of all costs related to the installation of the water main and appurtenances within the Development. Upon acceptance, Neenah Water Utility shall take ownership of and maintain the water mains and related appurtenances inside the Development. The water service to each residence shall be installed by the Developer and owned by the resident. The Neenah Water Utility shall maintain the service from the water main to and including the curb box. Maintenance from the curb box to the house shall be the responsibility of the resident. The Developer shall pay for Neenah Water Utility inspection and testing during installation of the water main inside the Development as detailed in [Exhibit 4](#).

6. **Oversize Water Main Installation and Reimbursement.** The Neenah Water Utility is proposing an oversized water main within the Development to accommodate future development water supply needs. Upon approval by the Neenah Waterworks Commission, the Neenah Water Utility shall reimburse the Developer for the additional cost attributable to installing a 16-inch water main rather than the 10-inch water main required by the Water Utility's design and construction standards. Utility staff will work with the Developer to estimate the cost difference for labor and materials to install the 16-inch water main versus the 10-inch water main. An estimate of the oversizing reimbursement is included in [Exhibit 4](#).
7. **Oversize Water Main Fee.** The Neenah Water Utility has established a fee in the amount of \$2,240.95/acre. The Oversize water main fee is an area-wide assessment based on the cost to install oversized water main and infrastructure to boost water pressure in the proposed development. See [Exhibit 4](#) for more details.
8. **Sanitary Sewer Within the Subdivision Plat.** Developer shall pay the full cost of installing all sanitary sewer mains and sanitary sewer laterals within the plat including those that may front on all dedicated public lands, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. If needed, the installation of an oversized sewer main required by the City shall be reimbursed to the Developer as detailed in [Exhibit 7](#). Sanitary sewer main over 10" in diameter and installed at a depth of greater than 13 feet is eligible for reimbursement as are sanitary lateral risers associated with sewer main installation deeper than 13 feet.
9. **Purchase Price.** Per Document number 1826908 recorded in the Winnebago County Register of Deeds office, the City purchased the subject land with the intent of selling the land to the Developer based on the agreed-upon schedule within the Development Agreement. The Developer agrees to purchase the subject land (Second Addition to The Homes at Freedom Meadows) which accounts for 19.9398 acres at a price of \$8,882/acre for a total sales price of \$177,105.30. This amount is due to the City prior to the City signing the Final Plat. See [Exhibit 2](#) for more information.
10. **Streets, Curb and Gutter and Sidewalks Within the Subdivision Plat.**

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

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

- Founders Street
- Loyal Drive
- Legacy Lane

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

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

If during the time prior to the City accepting maintenance responsibility, the Developer fails to maintain the gravel streets in a manner acceptable to the City, the City shall, after a 48-hour notice to the Developer, perform the required maintenance on the gravel street and bill all costs for this maintenance work to the Developer or use funds from the gravel street maintenance escrow. Any excess funds left in the escrow shall be returned to the developer after the final street is installed..

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

- *Liberty Avenue*

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

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

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

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

Development (See [Exhibit 5](#)).

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

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

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

including the cost of installing utilities and street lights adjacent to detention ponds, parks, outlots, green space, trails and other public lands. Streetlights are required and the Developer shall be responsible for requesting the street lighting system from utility company. The street lighting plan, electrical distribution plan, and natural gas layout shall be designed by the utility company and approved by the City.

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

16. **Off-Site and Other Existing Improvements.** [Intentionally left blank]
17. **Terrace Trees Contribution.** The Developer shall pay a terrace tree contribution in the amount of \$200.00 per lot. This terrace tree contribution shall be paid by the Developer, on a per lot basis at the time of final closing of each lot sale. The subdivision plat shall note on its face "\$200.00 per lot 'Terrace Tree' contribution". This contribution will be deposited in the "City of Neenah Carpenter Tree Fund Trust" tax-exempt account and will be used to plant trees on the street terraces within the subdivision at the time curb and gutter is installed ([Exhibit 6](#)).
18. **Building Permits.** Provided Developer has installed water mains, storm sewer, sanitary sewer and gravel base to a given lot and guarantees of installation have been provided for electric, gas, phone and cable services, Developer and/or Developer's assigns and successors in interest shall be permitted to obtain building and erosion control permits for such lot.
19. **Plan Review and Construction Inspection.** The Developer shall pay a fee for plan review and construction inspection of proposed improvements as outlined in [Exhibit 7](#). Said Fee shall be based on \$3,800 for plan review and an estimated \$8,100 for inspections by City staff. Actual costs shall be determined based on actual time spent by City Staff. In the event that the City, in its sole discretion, determines that it requires the assistance of either outside consultants to review plans or provide for construction inspection services, the Developer shall pay the actual cost of such outside consulting services plus 10% for administration.
20. **Damages.** The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at Developer's own cost, any damage caused to any public or private property by the installation of the improvements.
21. **City Costs.** [Intentionally left blank]
22. **Estimated Cost Summary Escrow Payment.** The estimate of costs paid by the Developer is attached hereto as Exhibits 2-7 (Summarized in [Exhibit 8](#)) and shows the items and estimated amounts to be paid by the Developer, including the basis for the Sewer Fee and Storm Water Fee. The total of the estimate of costs provides the basis for determining the amount of the escrow. The Developer shall submit a payment to be held in a City escrow account in the amount of **\$323,230**. The escrow amount is based on the sums shown in [Exhibit 5](#).
23. **Financing Alternative.** As an alternative to the payment of various fees and costs as outlined in this Agreement, the Developer may elect to pay the fees provided in sections [1](#), [2](#), [4](#), [7](#), and [18](#) proportionally on a per lot basis (excluding outlots) as summarized in [Exhibit 8](#). The Developer shall indicate, in writing, whether the per lot fee would be paid to the City when the lot is sold to a third party and collected at time of lot closing, or the fee would be collected at the time a building permit is issued. The owner of any lot for which the fees have not been paid by January 1, 2030, shall be issued a bill for the unpaid balance on the individual lot. Developer specifically agrees to

waive all assessment procedures, including the right to notice and hearing, pursuant to Wis. Stat. §66.0703(7)(b) and hereby consents to the imposition of the fees and costs anticipated by this Agreement as special assessments against the property in the Development.

- 24. **Consistency With Adopted Ordinances and Resolutions.** The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.
- 25. **Merger; Successors and Assigns.** This Agreement, together with all referenced and attached Exhibits, sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written. The terms of this Agreement shall survive any closing involving the transfer of lots to any grantee and shall not merge with the deed. The terms and conditions of this Agreement shall be binding on successors and assignees of the Developer.
- 26. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin and the venue for resolution of any legal action commenced to enforce same shall be in the Wisconsin Circuit Court for Winnebago County.
- 27. **Severability.** It is understood and agreed that the provisions of this agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other, remaining provisions contained herein.
- 28. **Modification.** This agreement may not be modified or amended, except in writing, with the written approval of both the City and the Developer.
- 29. **Notices.** Any notices required under this agreement shall be deemed made as of the date deposited in the US mail, postage prepaid and addressed to the following.

If to the City:

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

If to Developer:

Van Sistine Homes, LLC
Attn: Richard Van Sistine III
203 W Wisconsin Suite 202
Neenah, WI 54956

Dated this ____ day of _____, 2023.

CITY OF NEENAH

VAN SISTINE HOMES, LLC

_____(SEAL)
Jane Lang, Mayor

Richard C. Van Sistine III, Member

Attest: _____(SEAL)
Charlotte Nagel, City Clerk

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

ACKNOWLEDGMENT
STATE OF WISCONSIN)
) ss.

_____, 2023.

COUNTY OF _____)

David Rashid
Title: Member State Bar of Wisconsin

THIS INSTRUMENT DRAFTED BY:

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

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

Personally came before me this _____ day of _____, 2023 the above- named Richard C. Van Sistine III who acknowledged that he is sole member of Van Sistine Homes, LLC, a Wisconsin limited liability company, and that he is authorized to execute the foregoing instrument on Van Sistine Homes, LLC's behalf.

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

DRAFT

Exhibit 1 First Addition to Freedom Acres Plat Map

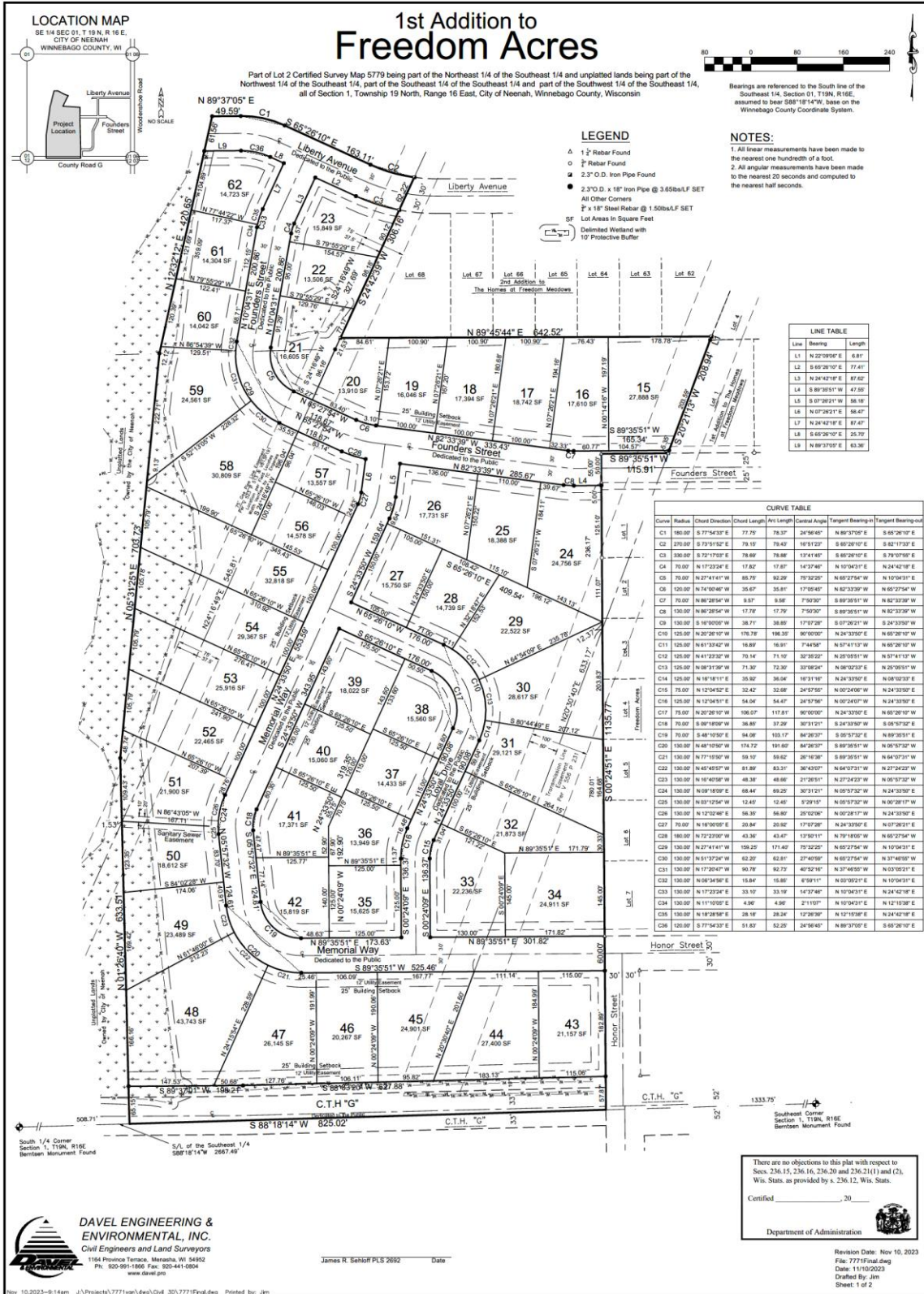


Exhibit 1 (continued) First Addition to Freedom Acres Plat Map

1st Addition to Freedom Acres

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

Surveyor's Certificate

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

Commencing at the Southeast 1/4 corner of Section 1; thence, along the South line of the Southeast 1/4 of said Section 1, S88°18'14"W, 1333.75 feet to the Southwest corner of Freedom Acres said point being the point of beginning; thence, continuing along said South line, S88°18'14"W, 823.02 feet; thence, N01°29'40"W, 633.51 feet; thence, N05°31'25"E, 703.73 feet; thence, N17°32'12"E, 428.65 feet; thence, N89°37'02"E, 68.24 feet; thence, 78.37 feet along the arc of a curve to the right with a radius of 160.00 feet and a chord of 77.75 feet which bears S77°54'33"E, thence, S68°29'10"E, 163.11 feet; thence, 79.43 feet along the arc of a curve to the left with a radius of 270.00 feet and a chord of 79.15 feet which bears S73°31'52"E to the West line of Proposed 2nd Addition to The Homes as Freedom Meadows; thence, along the West line of Proposed Lot 68 of said Proposed 2nd Addition to The Homes as Freedom Meadows, S24°42'39"W, 306.18 feet to the Southwest corner of said proposed Lot 68; thence, along the South line of Lots 62-68 of said Proposed 2nd Addition to The Homes as Freedom Meadows, N89°40'44"E, 642.52 feet to a point on the West line of Lot 4 of The Homes of Freedom Meadows; thence, along the West line of Lot 1 of The Homes of Freedom Meadows, S22°30'06"W, 5.81 feet; thence, continuing along the West line of said Lot 1, S20°21'13"W, 208.94 feet to the North right-of-way line of Founders Street as platted on said The Homes of Freedom Meadows; thence, S89°35'51"W, 115.91 feet to the West right-of-way line of said Founders Street; thence, along said West right-of-way line and the West line of Freedom Acres, S00°24'51"E, 1135.77 feet to the point of beginning subject to all easements and restrictions of record.

Given under my hand this ____ day of _____

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

Owner's Certificate of Dedication

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

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

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

Dated this ____ day of _____, 20__

In the presence of: Van Sistine Homes, LLC

Richard C. Van Sistine III, Managing Member

State of Wisconsin

____ County ss

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

____ My Commission Expires

Notary Public, Wisconsin

Utility Easement Provisions

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

Van Sistine Homes, LLC, Grantor; to

WE Energies, Grantee,
SBC Wisconsin, Grantee,
and
Wisconsin Electric Power Company and Wisconsin Gas, LLC, Wisconsin corporations doing business as We Energies, Grantee,
TD9 Metrocem, LLC, Grantee
and
Spectrum, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and other as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantee agrees to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or other which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantee's facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of Grantee.

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

Van Sistine Homes, LLC

Richard C. Van Sistine III, Date _____
Managing Member

Mortgagee's Certificate

Nicolet Nation Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Van Sistine Homes, LLC, owner.

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

_____, its President, and countersigned by

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

hereunto affixed this ____ day of _____, 20__

President Date

Secretary or Cashier Date

State of Wisconsin

____ County ss

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

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

____ My Commission Expires _____

Notary Public, Wisconsin

Common Council Resolution

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

this ____ day of _____, 20__

Mayor Date

Clerk Date

Common Council Resolution

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

this ____ day of _____, 20__

Mayor Date

Clerk Date

City of Neenah Planning Commission Approval Certificate

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

Planning Commission Representative Date

Treasurer's Certificate

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

County Treasurer Date

City Treasurer Date

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

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

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

Certified _____, 20__

Department of Administration



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

Exhibit 2
First Addition to Freedom Acres

Fee Schedule

Total Developable Acres = 28.6015
Total Lots = 48

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

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

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

**Exhibit 3
First Addition to Freedom Acres**

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

1. Acreage

Total Developable Acres (Excluding 1.8756 acres of wetland)	26.7259
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2. Storm/Infrastructure Construction Costs

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

3. Summary Public Infrastructure Costs

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

4. Storm Water Pond Reimbursement Costs

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

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

**Exhibit 4
First Addition to Freedom Acres**

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

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

**Exhibit 5
First Addition to Freedom Acres**

Escrow/Prepayment

Two-Inch Mat, Future Street and Sidewalk

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

Exhibit 6
First Addition to Freedom Acres

Terrace Tree Contribution

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

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**Exhibit 7
First Addition to Freedom Acres**

Oversize Sanitary Sewer

Estimated Developer's Cost Due City

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

¹ Assumptions for Sanitary Sewer Reimbursement

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

**Exhibit 8
First Addition to Freedom Acres**

Summary of Developer's Costs and Financing Per Lot

Land Sale – Due to City Immediately

[Exhibit 2:](#) \$8,882.00/acre x 28.6015 acres \$254,038.52

Estimated Developer's Cost Due at Billing

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

[Exhibit 7:](#) Construction Inspection Fees (Estimate) \$ 3,000.00

Estimated Storm Sewer Due City

[Exhibit 3:](#) Storm Water Pond Construction due City \$ 93,414.45

[Exhibit 3:](#) Public Storm Sewer Fee Due Developer (Estimate) \$ 32,122.60

Estimated Oversized Water Main and Sanitary Sewer Reimbursement Due Developer

[Exhibit 4:](#) 12 inch and 16 inch water main and valves (Estimate) \$ 15,000.00

[Exhibit 7:](#) Oversize sanitary sewer main depth (Estimate) \$ 8,569.00

[Exhibit 7:](#) Oversize sanitary sewer manhole depth (Estimate) \$ 10,115.00

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

[Exhibit 2:](#) Subdivision Fee \$ 28,601.50

Oversized Sanitary Fee \$ 28,601.50

Storm Water Management Fee \$ 3,800.00

[Exhibit 6:](#) Terrace Tree Contribution (\$200.00 x 34 lots) \$ 9,600.00

[Exhibit 4:](#) Oversized Water Main Fee \$ 64,094.53

Total to be financed by City (estimated) \$ 134,697.53

**Special Assessment Applied To
Each Lot (estimated) and Due at Building Permit \$ 2,806.20**
(\$134,697.53/48 lots = \$2,806.20/lot)

Developer's Escrow Fees Required

[Exhibit 5:](#) Two-Inch Mat \$ 22,140.00

Gravel Street Maintenance \$ 32,440.00

Sidewalk Installation \$268,650.00

Total Escrow Required \$323,230.00

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

Contractor Name: Al Dix Concrete		Contract No. 3-23	
Address 500 Draper St 401 Gertrude St		Contract Amount \$561,275.00	
City Kaukauna WI 54130			
Name of Project	Concrete Pavement and Sidewalk Repair		
Location of Project	Various Locations		
Pay Request No.	FINAL	For Period	August 15, 2023 through November 30, 2023

CONTRACT SUMMARY

Original Contract Amount	\$561,275.00
Net Amount of Change Order	\$0.00
Adjusted Contract Amount	<u>\$561,275.00</u>

WORK PERFORMED TO DATE

Work Performed to Date	\$530,559.42
Less Retainage of 5%. If different indicate here	\$0.00
Net Amount Earned to Date	\$530,559.42
Less Previous Payments	\$254,813.75

BALANCE DUE THIS PAYMENT

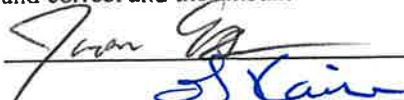


\$275,745.67

CONTRACT BREAKOUT

	Account Numbers	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Street Repair Undesignated-CF	012-5199-742-0236	\$65,363.00	\$65,363.00	\$3,268.15	\$62,094.85
Street Repair Undesignated-2023	012-5199-743-0236	\$200,000.00	\$79,509.00	\$22,799.69	\$40,742.65
Sidewalk/Trail Maint-CF	012-5301-742-0236	\$84,621.00	\$84,621.00	\$4,231.05	\$80,389.95
Sidewalk/Trail Maint-2023	012-5301-743-0236	\$125,000.00	\$103,458.00	\$93,030.72	\$22,423.80
Sidewalk-N. Park Avenue	012-5350-743-0236	\$25,000.00	\$31,000.00	\$25,000.00	\$0.00
Sidewalk-Car Wash	012-4777-742-0236	\$0.00	\$0.00	\$1,500.00	\$0.00
Sanitary Pavement Repairs	046-5049-743-0236	\$20,000.00	\$27,800.00	\$20,070.14	\$8,312.50
Storm Pavement Repairs-CF	049-5249-742-0236	\$17,218.00	\$17,218.00	\$860.90	\$16,357.10
Storm Pavement Repairs	049-5249-743-0236	\$55,000.00	\$55,046.00	\$37,654.94	\$24,492.90
Water Mains	400-0402-770-6730	\$250,000.00	\$71,990.00	\$42,632.39	\$0.00
Water Services	400-0402-770-6750	\$100,000.00	\$2,874.00	\$4,441.00	\$0.00
Water Hydrants	400-0000-207-0509	\$40,000.00	\$7,995.00	\$6,190.12	\$0.00
Water Misc Services	400-000-207-0510	\$100,000.00	\$14,401.00	\$14,066.57	\$0.00
		<u>\$1,082,202.00</u>	<u>\$561,275.00</u>	<u>\$275,745.67</u>	<u>\$254,813.75</u>

CERTIFICATION OF CONTRACTOR:

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

Certified by Engineer		Date: 1-3-24
Certified by Public Works		Date: 1-5-2024
Certified by Water Utility		Date:
Certified by Contractor		Date: 1/3/24
	Approved BPW	Date:
	Approved Common Council (Final Payments Only)	Date:

Contract 3-23
Concrete Pavemetn Sidewalk Repair

Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.1				Pay Request FINAL			
							Quantity Completed this Period	\$ Completed this Period	Retainage Due this Period	Due this Estimate	Quantity Completed this Period	\$ Completed this Period	Retainage Owed this Period	Due this Estimate
1 404.4.4	Concrete Sidewalk / Driveway Apron Removal	Sq. Ft.	18,500.00	\$2.00	\$37,000.00	19,656.95	7,500.00	\$15,000.00	\$750.00	\$14,250.00	12,156.95	\$24,313.90	\$750.00	\$25,063.90
2 403.2.5.2	Concrete Curb and Gutter Removal	Lin. Ft.	500.00	\$5.00	\$2,500.00	926.50	200.00	\$1,000.00	\$50.00	\$950.00	726.50	\$3,632.50	\$50.00	\$3,682.50
3 404.4.1	Furnish and Install 4-inch Concrete Sidewalk Repair	Sq. Ft.	7,000.00	\$7.75	\$54,250.00	13,495.65	1,500.00	\$11,625.00	\$581.25	\$11,043.75	11,995.65	\$92,966.29	\$581.25	\$93,547.54
4 9999	Furnish and Install 5-inch Concrete Trail	Sq. Ft.	6,000.00	\$8.00	\$48,000.00	6,200.90	5,000.00	\$40,000.00	\$2,000.00	\$38,000.00	1,200.90	\$9,607.20	\$2,000.00	\$11,607.20
5 404.4.2	Furnish and Install 6-inch Concrete Sidewalk/Driveway Apron Repair	Sq. Ft.	5,500.00	\$8.25	\$45,375.00	2,295.90	1,000.00	\$8,250.00	\$412.50	\$7,837.50	1,295.90	\$10,691.18	\$412.50	\$11,103.68
6 403.2.1.1	Furnish and Install Concrete Curb & Gutter	Lin. Ft.	500.00	\$80.00	\$40,000.00	926.50	250.00	\$20,000.00	\$1,000.00	\$19,000.00	676.50	\$54,120.00	\$1,000.00	\$55,120.00
7 402.1.6.7	8" Concrete Pavement Repair	Sq. Yd.	1,300.00	\$90.00	\$117,000.00	938.00	700.00	\$63,000.00	\$3,150.00	\$59,850.00	238.00	\$21,420.00	\$3,150.00	\$24,570.00
8 402.1.6.8	8" Concrete Pavement Repair HES (7 bag)	Sq. Yd.	50.00	\$95.00	\$4,750.00	15.31	0.00	\$0.00	\$0.00	\$0.00	15.31	\$1,454.45	\$0.00	\$1,454.45
9 402.1.6.9	8" Concrete Pavement Repair HES (9 bag)	Sq. Yd.	50.00	\$110.00	\$5,500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
10 402.1.6.7	9" Concrete Pavement Repair	Sq. Yd.	500.00	\$95.00	\$47,500.00	459.02	750.00	\$71,250.00	\$3,562.50	\$67,687.50	-290.98	-\$27,643.10	\$3,562.50	-\$24,080.60
11 402.1.6.8	9" Concrete Pavement Repair HES (7 bag)	Sq. Yd.	50.00	\$100.00	\$5,000.00	73.73	0.00	\$0.00	\$0.00	\$0.00	73.73	\$7,373.00	\$0.00	\$7,373.00
12 402.1.6.9	9" Concrete Pavement Repair HES (9 bag)	Sq. Yd.	50.00	\$120.00	\$6,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
13 405.3	Full Depth Saw Cut (concrete pavement)	Lin. Ft.	5,000.00	\$3.00	\$15,000.00	4,000.00	0.00	\$0.00	\$0.00	\$0.00	4,000.00	\$12,000.00	\$0.00	\$12,000.00
14 402.1.5.3	Furnish and Install 1/2-inch rods	Lin. Ft.	1,200.00	\$3.00	\$3,600.00	900.00	0.00	\$0.00	\$0.00	\$0.00	900.00	\$2,700.00	\$0.00	\$2,700.00
15 402.1.5.4	Furnish and Install Drilled Tie Bars	Each	1,500.00	\$10.00	\$15,000.00	960.00	0.00	\$0.00	\$0.00	\$0.00	960.00	\$9,600.00	\$0.00	\$9,600.00
16 402.1.5.5	Furnish and Install Drilled Dowel Bars	Each	2,500.00	\$15.00	\$37,500.00	1,150.00	0.00	\$0.00	\$0.00	\$0.00	1,150.00	\$17,250.00	\$0.00	\$17,250.00
17 402.1.7.3	Furnish and Install Cross Stitch	Each	100.00	\$100.00	\$10,000.00	36.00	0.00	\$0.00	\$0.00	\$0.00	36.00	\$3,600.00	\$0.00	\$3,600.00
18 105.2	Adjust Sewer Manhole	Each	25.00	\$500.00	\$12,500.00	27.00	20.00	\$10,000.00	\$500.00	\$9,500.00	7.00	\$3,500.00	\$500.00	\$4,000.00
19 305.8	Adjust Storm Catch Basin	Each	50.00	\$500.00	\$25,000.00	33.00	30.00	\$15,000.00	\$750.00	\$14,250.00	3.00	\$1,500.00	\$750.00	\$2,250.00
20 9999	Install Detectable Warning Field (Supplied by City)	Each	20.00	\$75.00	\$1,500.00	22.00	8.00	\$600.00	\$30.00	\$570.00	14.00	\$1,050.00	\$30.00	\$1,080.00
21 402.2.3.2	Route, Clean, and Seal existing concrete crack/joint	Lin. Ft.	600.00	\$3.00	\$1,800.00	233.00	0.00	\$0.00	\$0.00	\$0.00	233.00	\$699.00	\$0.00	\$699.00
22 505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	100.00	\$15.00	\$1,500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
23 706.1	Install and Maintain Traffic Control	Lump Sum	1.00	\$25,000.00	\$25,000.00	1.00	0.50	\$12,500.00	\$625.00	\$11,875.00	0.50	\$12,500.00	\$625.00	\$13,125.00
Total Base Bid					\$561,275.00			\$268,225.00	\$13,411.25	\$254,813.75		\$262,334.42	\$13,411.25	\$275,745.67

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

Contractor Name: Donald Hietpas & Sons, Inc.		Contract No.	6-23
Address: 1450 E North Avenue		Contract Amount	\$781,639.00
City: Little Chute WI 54140			
Name of Project	Sanitary & Storm Sewer, Water Main and Street Construction		
Location of Project	Columbian Avenue		
Pay Request No.	FINAL	For Period	

CONTRACT SUMMARY

Original Contract Amount	\$781,639.00
Net Amount of Change Order No.1	\$50,067.00
Adjusted Contract Amount	<u>\$831,706.00</u>

WORK PERFORMED TO DATE


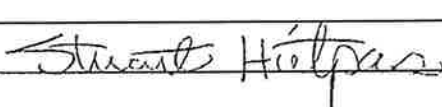
Work Performed to Date	\$777,289.24
Less Retainage of 5%. If different indicate here	\$0.00
Net Amount Earned to Date	\$777,289.24
Less Previous Payments	\$685,731.95

BALANCE DUE THIS PAYMENT \$91,557.29

CONTRACT BREAKOUT

	Account Numbers	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Street Construction	012-4341-743-0236	\$345,000.00	\$239,944.00	\$40,985.73	\$187,280.28
Sanitary Sewer Construction	046-5057-743-0236	\$210,000.00	\$292,954.00	\$25,459.48	\$243,555.94
Storm Sewer Construction	049-5278-743-0236	\$97,000.00	\$56,319.00	\$13,152.19	\$43,969.52
Water Main Construction	400-0000-207-0523	\$200,000.00	\$192,422.00	\$9,673.01	\$167,475.60
CO#1-Beaulieu Sanitary Sewer	046-5001-743-0236	\$0.00	\$50,067.00	\$2,286.88	\$43,450.63
		<u>\$852,000.00</u>	<u>\$831,706.00</u>	<u>\$91,557.29</u>	<u>\$685,731.95</u>

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

Certified by Engineer		Date: 1-3-24
Certified by Public Works		Date: 1-5-24
Certified by Water Utility		Date:
Certified by Contractor		Date: 1-3-2024
	Approved BPW _____	Date:
	Approved Common Council (Final Payments Only)	Date:

City of Neenah Contract 6-23
Sanitary, Water, and Street Construction
Columbian Avenue

					Change Order No.1				Pay Request No.4				Pay Request FINAL				
Item					New Contract		New Contract	Quantity									
Code	Item Description	UofM	QTY	Add/Delete	QTY	Unit Price	Total	Completed to Date	Completed this Period	\$ Completed this Period	Retainage Due this Period	Due this Estimate	Completed this Period	\$ Completed this Period	Retainage Owed this Period	Due this Estimate	
1	101.3	Furnish and Relay 8-inch PVC Sanitary Sewer	Lin. Ft.	260	353.00	613.00	\$99.00	\$60,687.00	615.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$3,044.25	\$3,044.25
2	101.4	Furnish and Relay 12-inch PVC Sanitary Sewer	Lin. Ft.	30	0.00	30.00	\$148.25	\$4,447.50	3.00	0.00	\$0.00	\$0.00	\$0.00	3.00	\$444.75	\$0.00	\$444.75
3	101.4	Furnish and Relay 18-inch PVC Sanitary Sewer	Lin. Ft.	730	0.00	730.00	\$173.65	\$126,764.50	729.50	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$6,333.88	\$6,333.88
4	102.3	Furnish and Relay 6 inch Sanitary Lateral in ROW	Lin. Ft.	600	80.00	680.00	\$93.00	\$63,240.00	532.50	0.00	\$0.00	\$0.00	\$0.00	42.00	\$3,906.00	\$2,280.83	\$6,186.83
5	102.4	Furnish and Relay 6 inch Sanitary Lateral ROW to House	Lin. Ft.	50	0.00	50.00	\$50.00	\$2,500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-12.00	-\$600.00	\$30.00	-\$570.00
6	102.6	Reconnect Lateral to Main	Each	1	1.00	2.00	\$500.00	\$1,000.00	3.00	0.00	\$0.00	\$0.00	\$0.00	3.00	\$1,500.00	\$0.00	\$1,500.00
7	103.1	Furnish and Pipeburst 4-inch Sanitary Lateral	Lin. Ft.	700	10.00	710.00	\$5.05	\$3,585.50	580.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$146.45	\$146.45
8	103.2	Furnish and Pipeburst 6-inch Sanitary Lateral	Lin. Ft.	35	0.00	35.00	\$20.20	\$707.00	130.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$131.30	\$131.30
9	103.3	Reconnect Sanitary Lateral at Foundation - Pipeburst	Each	2	0.00	2.00	\$2,020.00	\$4,040.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
10	103.4	Reconnect Under Basement Floor - Pipeburst	Each	20	0.00	20.00	\$2,525.00	\$50,500.00	18.00	0.00	\$0.00	\$0.00	\$0.00	1.00	\$2,525.00	\$2,146.25	\$4,671.25
11	103.5	Extra Hole - Pipeburst	Each	1	0.00	1.00	\$505.00	\$505.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
12	104.1	Furnish and Install Standard Manhole	Ver. Ft.	22.5	11.00	33.50	\$580.00	\$19,430.00	32.85	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$952.65	\$952.65
13	105.2	Adjust Sanitary Manhole	Each	2	0.00	2.00	\$800.00	\$1,600.00	2.00	0.00	\$0.00	\$0.00	\$0.00	2.00	\$1,600.00	\$0.00	\$1,600.00
14	105.6	Remove Sanitary Manhole	Each	2	2.00	4.00	\$400.00	\$1,600.00	4.00	0.00	\$0.00	\$0.00	\$0.00	2.00	\$800.00	\$40.00	\$840.00
15	106.1	Clean and Televiser Sewer (Sanitary only)	LS	1	0.00	1.00	\$2,465.00	\$2,465.00	1.00	0.00	\$0.00	\$0.00	\$0.00	1.00	\$2,465.00	\$0.00	\$2,465.00
Total Sanitary Bid										\$0.00	\$0.00	\$0.00	\$0.00		\$12,640.75	\$15,105.61	\$27,746.36
Water																	
17	201.1.1	Furnish & Install 6-inch PVC C-900 Main	Lin. Ft.	40	0.00	40.00	\$150.00	\$6,000.00	31.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$232.50	\$232.50
18	201.1.2	Furnish & Install 8-inch PVC C-900 Main	Lin. Ft.	1000	0.00	1,000.00	\$90.00	\$90,000.00	1,006.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$4,527.00	\$4,527.00
19	202.1.2	Furnish & Install 1.25-inch PE Water Service in ROW by Trenching	Lin. Ft.	550	0.00	550.00	\$60.00	\$33,000.00	471.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,413.00	\$1,413.00
20	202.2.2	Furnish & Install 1.25-inch PE Water Service in ROW by Pulling	Lin. Ft.	25	0.00	25.00	\$50.00	\$1,250.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00

City of Neenah Contract 6-23
Sanitary, Water, and Street Construction
Columbian Avenue

					Change Order No.1			Pay Request No.4					Pay Request FINAL				
Item Code	Item Description	UofM	QTY	Add/Delete	New Contract QTY	Unit Price	New Contract Total	Quantity Completed to Date	Quantity Completed this Period	\$ Completed this Period	Retainage Due this Period	Due this Estimate	Quantity Completed this Period	\$ Completed this Period	Retainage Owed this Period	Due this Estimate	
21	202.3.2	Furnish & Install 1.25-inch PE Water Service in ROW by Drilling	Lin. Ft.	25	0.00	25.00	\$50.00	\$1,250.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
22	202.4.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Trenching	Lin. Ft.	35	0.00	35.00	\$50.00	\$1,750.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
23	202.5.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Pulling	Lin. Ft.	35	0.00	35.00	\$30.30	\$1,060.50	96.00	0.00	\$0.00	\$0.00	\$0.00	34.00	\$1,030.20	\$93.93	\$1,124.13
24	202.6.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Drilling	Lin. Ft.	35	0.00	35.00	\$30.30	\$1,060.50	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
25	202.7.1	Furnish & Install 1.25-inch PE Service from ROW to Structure by Pulling w/Sanitary Sewer Pipeburst	Lin. Ft.	500	0.00	500.00	\$5.05	\$2,525.00	536.00	0.00	\$0.00	\$0.00	\$0.00	-34.00	-\$171.70	\$143.93	-\$27.77
26	202.8.1	Furnish & Install 1.25-inch PE Service from ROW to Structure by Excavation in same Trench as Sanitary Lateral	Lin. Ft.	35	0.00	35.00	\$10.00	\$350.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
27	202.9.2	Furnish & Install 1.25-inch Service Brass Set	Each	19	0.00	19.00	\$515.00	\$9,785.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
28	203.1.1	Furnish & Install Cathodic Protection to Water Service	Each	2	0.00	2.00	\$118.00	\$236.00	1.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$5.90	\$5.90
29	203.1.3	Water Service Connection to Structure	Each	19	0.00	19.00	\$505.00	\$9,595.00	17.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$429.25	\$429.25
30	203.1.4	Water Service Extra Hole (Curb Stop Connection)	Each	2	0.00	2.00	\$505.00	\$1,010.00	6.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$151.50	\$151.50
31	203.1.6	Abandon Valve Box	Each	2	0.00	2.00	\$200.00	\$400.00	3.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$30.00	\$30.00
32	204.2.4	Furnish & Install 8-inch MJRW Valve and Box	Each	4	0.00	4.00	\$2,600.00	\$10,400.00	5.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$650.00	\$650.00
33	205.1	Furnish & Install Hydrant, Lead and Valve	Each	3	0.00	3.00	\$7,350.00	\$22,050.00	3.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,102.50	\$1,102.50
34	205.2	Abandon Hydrant	Each	2	0.00	2.00	\$350.00	\$700.00	2.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$35.00	\$35.00
Total Water Bid								\$192,422.00			\$0.00	\$0.00	\$0.00		\$858.50	\$8,814.51	\$9,673.01

City of Neenah Contract 6-23
Sanitary, Water, and Street Construction
Columbian Avenue

					Change Order No.1					Pay Request No.4				Pay Request FINAL			
Item Code	Item Description	UofM	QTY	Add/Delete	New Contract QTY	Unit Price	New Contract Total	Quantity Completed to Date	Quantity Completed this Period	\$ Completed this Period	Retainage Due this Period	Due this Estimate	Quantity Completed this Period	\$ Completed this Period	Retainage Owed this Period	Due this Estimate	
Storm Storm																	
38	301.4	Furnish and Relay 10-inch Storm Sewer	Lin. Ft.	120	0.00	120.00	\$62.00	\$7,440.00	130.00	0.00	\$0.00	\$0.00	\$0.00	130.00	\$8,060.00	\$0.00	\$8,060.00
39	301.5	Furnish and Relay 12-inch Storm Sewer	Lin. Ft.	255	0.00	255.00	\$60.00	\$15,300.00	258.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$774.00	\$774.00
40	301.6	Furnish and install 30-inch Storm Sewer	Lin. Ft.	45	0.00	45.00	\$230.30	\$10,363.50	47.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$541.21	\$541.21
41	303.1	Furnish and Install 4-inch Storm Sewer Lateral	Lin. Ft.	50	0.00	50.00	\$52.00	\$2,600.00	94.50	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$245.70	\$245.70
42	304.1	Furnish and Install Sump pump Pit (separate)	Each	1	0.00	1.00	\$757.50	\$757.50	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
43	304.2	Furnish and Install Sump Pump pit w/ Sanitary Pipeburst	Each	3	0.00	3.00	\$505.00	\$1,515.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
44	305.1	Furnish and Install Catch Basin	Each	4	0.00	4.00	\$2,300.00	\$9,200.00	4.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$460.00	\$460.00
45	305.8	Adjust Storm Catch Basin	Each	2	0.00	2.00	\$500.00	\$1,000.00	2.00	0.00	\$0.00	\$0.00	\$0.00	2.00	\$1,000.00	\$0.00	\$1,000.00
46	305.9	Remove Storm Catch Basin	Each	8	0.00	8.00	\$250.00	\$2,000.00	8.00	0.00	\$0.00	\$0.00	\$0.00	3.00	\$750.00	\$62.50	\$812.50
47	306.1	Furnish and Install Storm Manhole	Lin. Ft.	6.8	0.00	6.80	\$642.00	\$4,365.60	6.80	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$218.28	\$218.28
48	306.8	Adjust Storm Manhole	Each	2	0.00	2.00	\$500.00	\$1,000.00	1.00	0.00	\$0.00	\$0.00	\$0.00	1.00	\$500.00	\$0.00	\$500.00
49	306.9	Remove Storm Manhole	Each	1	0.00	1.00	\$250.00	\$250.00	1.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$12.50	\$12.50
50	308.2.4	Install and Maintain Type "D" Inlet Protection	Each	6	0.00	6.00	\$88.00	\$528.00	6.00	0.00	\$0.00	\$0.00	\$0.00	6.00	\$528.00	\$0.00	\$528.00
Total Storm Bid								\$56,319.60			\$0.00	\$0.00	\$0.00		\$10,838.00	\$2,314.19	\$13,152.19
Street																	
51	402.2.6.2	Remove Existing Pavement and Maintain Utility Trench	Lin. Ft.	3100	0.00	0.00	\$1.00	\$3,100.00	3,100.00	0.00	\$0.00	\$0.00	\$0.00	100.00	\$100.00	\$150.00	\$250.00
52	405.1	Sawcut Existing Bituminous Pavement	Lin. Ft.	250	0.00	0.00	\$2.25	\$562.50	293.00	0.00	\$0.00	\$0.00	\$0.00	43.00	\$96.75	\$28.13	\$124.88
53	402.2.6.1	Remove Existing Bituminous Pavement	Sq. Yd.	3600	0.00	0.00	\$1.37	\$4,932.00	3,600.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$246.60	\$246.60
54	403.2.5.1	Remove Concrete Curb and Gutter	Lin. Ft.	1850	0.00	0.00	\$1.94	\$3,589.00	1,953.00	153.00	\$296.82	\$7.42	\$289.40	0.00	\$0.00	\$182.02	\$182.02
55	404.4.5	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	5500	0.00	0.00	\$0.51	\$2,805.00	5,000.00	5,000.00	\$2,550.00	\$63.75	\$2,486.25	0.00	\$0.00	\$63.75	\$63.75
56	402.1.7.4	Unclassified Excavation	Cu. Yd.	2400	0.00	0.00	\$7.17	\$17,208.00	1,800.00	1,300.00	\$9,321.00	\$233.03	\$9,087.98	0.00	\$0.00	\$412.28	\$412.28
57	402.1.4.11	Furnish and Install Geogrid	Sq. Yd.	3800	0.00	0.00	\$1.80	\$6,840.00	4,000.00	3,300.00	\$5,940.00	\$148.50	\$5,791.50	200.00	\$360.00	\$193.50	\$553.50
58	401.1.1	Furnish and Install Crushed Aggregate Base	Ton	3050	0.00	0.00	\$13.95	\$42,547.50	2,725.91	1,700.00	\$23,715.00	\$592.88	\$23,122.13	525.91	\$7,336.44	\$941.63	\$8,278.07

City of Neenah Contract 6-23
Sanitary, Water, and Street Construction
Columbian Avenue

					Change Order No. 1			Pay Request No.4					Pay Request FINAL				
Item Code	Item Description	UofM	QTY	Add/Delete	New Contract QTY	Unit Price	New Contract Total	Quantity Completed to Date	Quantity Completed this Period	\$ Completed this Period	Retainage Due this Period	Due this Estimate	Quantity Completed this Period	\$ Completed this Period	Retainage Owed this Period	Due this Estimate	
59	403.2.1.1	Furnish and Install Concrete Curb & Gutter	Lin. Ft.	1850	0.00	0.00	\$15.23	\$28,175.50	1,920.00	1,953.00	\$29,744.19	\$743.60	\$29,000.59	-33.00	-\$502.59	\$743.60	\$241.01
60	404.1.1	Furnish and Install 4" Concrete Sidewalk	Sq. Ft.	2500	0.00	0.00	\$9.90	\$24,750.00	1,719.00	1,582.78	\$15,669.52	\$391.74	\$15,277.78	136.22	\$1,348.58	\$391.74	\$1,740.32
61	404.3.2	Furnish and Install 6-inch Concrete Sidewalk/Driveway	Sq. Ft.	3000	0.00	0.00	\$10.45	\$31,350.00	3,537.48	3,507.20	\$36,650.24	\$916.26	\$35,733.98	30.28	\$316.43	\$916.26	\$1,232.69
62	402.1.5.3	Furnish and Install 1/2-inch rods	Lin. Ft.	150	0.00	0.00	\$3.00	\$450.00	150.00	125.00	\$375.00	\$9.38	\$365.63	25.00	\$75.00	\$9.38	\$84.38
63	706.2	Install Detectable Warning Fields (supplied by City)	Each	14	0.00	0.00	\$50.00	\$700.00	5.00	8.00	\$400.00	\$10.00	\$390.00	-3.00	-\$150.00	\$10.00	-\$140.00
64	402.2.3.1	Furnish and Install HMA Pavement (4-inch)	Ton	650	0.00	0.00	\$84.23	\$54,749.50	666.32	500.00	\$42,115.00	\$1,052.88	\$41,062.13	166.32	\$14,009.13	\$1,052.88	\$15,062.01
65	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	2000	0.00	0.00	\$7.83	\$15,660.00	1,600.00	0.00	\$0.00	\$0.00	\$0.00	1,600.00	\$12,528.00	\$0.00	\$12,527.97
66	706.1	Install and Maintain Traffic Control	LS	1	0.00	0.00	\$2,525.00	\$2,525.00	1.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$126.25	\$126.25
Total Street											\$166,776.77	\$4,169.42	\$162,607.35		\$35,517.74	\$5,468.02	\$40,985.73
Total Bid											\$166,776.77	\$4,169.42	\$162,607.35		\$59,854.99	\$31,702.33	\$91,557.29

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

Contractor Name: Northeast Asphalt, Inc.		Contract No. 10-23	
Address: W6380 Design Dr		Contract Amount \$347,995.00	
City Greenville WI 54942			
Name of Project	Parking Lot Resurfacing/2" Mat Overlay Freedom Acres, Homes at Freedom Meadows, and Library Bump Out		
Location of Project	Marketplace, City Hall, Freedom Acres, Homes at Freedom Meadows and Library		
Pay Request No.	FINAL	For Period	September 30, 2023 to November 30, 2023

CONTRACT SUMMARY

Original Contract Amount		\$347,995.00
Net Amount of Change Order	1 & 2	\$10,352.15
Adjusted Contract Amount		<u>\$358,347.15</u>

WORK PERFORMED TO DATE

Work Performed to Date		\$327,744.25
Less Retainage of 5%. If different indicate here		\$0.00
Net Amount Earned to Date		\$327,744.25
Less Previous Payments		\$302,401.15

BALANCE DUE THIS PAYMENT

\$25,343.10

CONTRACT BREAKOUT

	Account Numbers	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Resurface Parking Lots	013-7530-743-0236	\$200,000.00	\$134,357.00	(\$9,966.81)	\$149,055.00
2" Asphalt Mat-Freedom Acres	012-0000-313.15-05	\$45,500.00	\$75,169.40	\$6,351.05	\$45,687.88
2" Asphalt Mat-Homes at Freedom	012-0000-313.16-05	\$61,200.00	\$88,468.60	\$4,340.39	\$80,700.60
Library Bump Out	012-4775-443-0236	\$40,000.00	\$50,000.00	\$14,266.32	\$26,957.68
CO#1-Fill Oil Tank Hole	013-7530-743-0236	\$0.00	\$2,915.00	\$2,915.00	\$0.00
CO#2-Asphalt Driveways-FA	012-0000-313.15-05	\$0.00	\$3,500.00	\$6,129.20	\$0.00
CO#2-Asphalt Driveways-HFM	012-0000-313.16-05	\$0.00	\$3,937.15	\$1,307.95	\$0.00
		<u>\$346,700.00</u>	<u>\$358,347.15</u>	<u>\$25,343.10</u>	<u>\$302,401.15</u>

CERTIFICATION OF CONTRACTOR:

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

Certified by Engineer		Date: 1-5-24
Certified by Public Works		Date: 1-5-24
Certified by Water Utility		Date:
Certified by Contractor	<small>DocuSigned by:</small>  <small>AFBD465274CD416...</small>	Date: 1/4/2024
	Approved BPW _____	Date:
	Approved Common Council (Final Payments Only)	Date:

	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Qty Completed To Date	Pay Request No.1				Pay Request FINAL			
								Contractor Completed This Period		Retainage Due this Period	Due this Estimate	Contractor Completed This Period		Retainage Owed This Period	Due this Estimate
								QTY	\$		QTY	\$	Period	Estimate	QTY
1	405.1	Pavement	Lin. Ft.	600.00	\$0.30	\$180.00	365.00	1,750.00	\$525.00	\$26.25	\$498.75	(1,385.00)	-\$415.50	\$26.25	-\$389.25
2	402.2.6.1	Pavement	Sq. Yd.	5,000.00	\$3.30	\$16,500.00	5,380.00	3,600.00	\$11,880.00	\$594.00	\$11,286.00	1,780.00	\$5,874.00	\$594.00	\$6,468.00
3	403.2.5.1	Remove Concrete Curb and Gutter	Lin. Ft.	160.00	\$8.50	\$1,360.00	173.30	860.00	\$7,310.00	\$365.50	\$6,944.50	(686.70)	-\$5,836.95	\$365.50	-\$5,471.45
4	404.4.5	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	800.00	\$6.50	\$5,200.00	1,238.20	550.00	\$3,575.00	\$178.75	\$3,396.25	688.20	\$4,473.30	\$178.75	\$4,652.05
5	401.1.1	Furnish and Install Crushed Aggregate Base	Ton	1,500.00	\$10.80	\$16,200.00	998.78	1,200.00	\$12,960.00	\$648.00	\$12,312.00	(201.22)	-\$2,173.18	\$648.00	-\$1,525.18
6	403.2.1.7	Furnish and Install 30-inch Concrete Curb and Gutter (continuous)	Lin. Ft.	180.00	\$65.00	\$11,700.00	183.10	880.00	\$57,200.00	\$2,860.00	\$54,340.00	(696.90)	-\$45,298.50	\$2,860.00	-\$42,438.50
7	404.2.3	Driveway	Sq. Ft.	1,000.00	\$15.00	\$15,000.00	1,450.50	350.00	\$5,250.00	\$262.50	\$4,987.50	1,100.50	\$16,507.50	\$262.50	\$16,770.00
8	404.1.1	Sidewalk	Sq. Ft.	1,200.00	\$14.00	\$16,800.00	1,059.10	900.00	\$12,600.00	\$630.00	\$11,970.00	159.10	\$2,227.40	\$630.00	\$2,857.40
9	706.2	Install Detectable Warning Fields (supplied by City)	Each	16.00	\$150.00	\$2,400.00	4.00	4.00	\$600.00	\$30.00	\$570.00	0.00	\$0.00	\$30.00	\$30.00
10	999	Fine Grade Roadway / Parking Lot	Sq. Yd.	17,000.00	\$1.55	\$26,350.00	17,000.00	17,000.00	\$26,350.00	\$1,317.50	\$25,032.50	0.00	\$0.00	\$1,317.50	\$1,317.50
11	402.2.3.1	Furnish and install HMA pavement (2-4" Pavement)	Ton	2,450.00	\$74.60	\$182,770.00	2,364.27	2,120.00	\$158,152.00	\$7,907.60	\$150,244.40	244.27	\$18,222.54	\$7,907.60	\$26,130.14
12	999	Furnish and install gravel shoulder (3/4" dense)	Ton	200.00	\$32.20	\$6,440.00	203.40	100.00	\$3,220.00	\$161.00	\$3,059.00	103.40	\$3,329.48	\$161.00	\$3,490.48
13	306.8	Adjust Sewer Manhole	Each	22.00	\$655.00	\$14,410.00	4.00	4.00	\$2,620.00	\$131.00	\$2,489.00	0.00	\$0.00	\$131.00	\$131.00
14	305.8	Adjust Storm Catch Basin	Each	22.00	\$655.00	\$14,410.00	2.00	2.00	\$1,310.00	\$65.50	\$1,244.50	0.00	\$0.00	\$65.50	\$65.50
15	999	Adjust Water Valve	Each	15.00	\$250.00	\$3,750.00	15.00	15.00	\$3,750.00	\$187.50	\$3,562.50	0.00	\$0.00	\$187.50	\$187.50
16	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	100.00	\$25.00	\$2,500.00	186.60	100.00	\$2,500.00	\$125.00	\$2,375.00	86.60	\$2,165.00	\$125.00	\$2,290.00
17	999	Install Pavement Markings - Parking Lots	Lump Sum	1.00	\$1,320.00	\$1,320.00	1.00	1.00	\$1,320.00	\$66.00	\$1,254.00	0.00	\$0.00	\$66.00	\$66.00
18	308.2.4	Install and Maintain Type "D" Inlet Protection	Each	26.00	\$135.00	\$3,510.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
19	706.1	Install and Maintain Traffic Control	Lump Sum	1.00	\$7,195.00	\$7,195.00	1.00	1.00	\$7,195.00	\$359.75	\$6,835.25	0.00	\$0.00	\$359.75	\$359.75
		Total Base Bid				\$347,995.00			\$318,317.00	\$15,915.85	\$302,401.15		-\$924.90	\$15,915.85	\$14,990.95
CO#1	99999	Furnish Stone, Fill and Compact Oil Tank Hole		1.00	\$2,915.00	\$2,915.00						1.00	\$2,915.00	\$0.00	\$2,915.00
CO#1	99999	Furnish & Install 2-Inch HMA		2,124.90	\$3.50	\$7,437.15						2124.90	\$7,437.15	\$0.00	\$7,437.15
		Total Bid				\$358,347.15			\$318,317.00	\$15,915.85	\$302,401.15		\$9,427.25	\$15,915.85	\$25,343.10

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

Contractor Name: Century Fence, Inc.		Contract No. 9-23	
Address 1300 Hickory Street		Contract Amount \$123,648.35	
City Appleton WI 54914			
Name of Project Epoxy Pavement Markings			
Location of Project Various throughout the City			
Pay Request No.	FINAL	For Period	August 28, 2023 through November 30, 2023

CONTRACT SUMMARY

Original Contract Amount	\$123,648.35
Net Amount of Change Order	\$0.00
Adjusted Contract Amount	<u>\$123,648.35</u>

WORK PERFORMED TO DATE

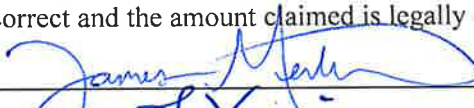

Work Performed to Date	\$124,620.45
Less Retainage of 5%. If different indicate here	\$0.00
Net Amount Earned to Date	\$124,620.45
Less Previous Payments	\$60,900.08

BALANCE DUE THIS PAYMENT \$63,720.37

CONTRACT BREAKOUT

	Account Numbers	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Pavement Marking-CF	012-5198-742-0236	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00
Pavement Marking	012-5198-743-0236	\$55,000.00	\$55,000.00	\$44,099.92	\$10,900.08
Escrowed Funds	012-4777-742-0236	\$0.00	\$6,000.00	\$6,993.30	\$0.00
Public Infrastructure	012-5198-742-0236	\$0.00	\$12,648.35	\$12,627.15	\$0.00
		<u>\$105,000.00</u>	<u>\$123,648.35</u>	<u>\$63,720.37</u>	<u>\$60,900.08</u>

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

Certified by Engineer		Date: 1/8/24
Certified by Public Works		Date: 1-8-2024
Certified by Water Utility		Date:
Certified by Contractor		Date:
Approved BPW _____		Date:
Approved Common Council (Final Payments Only) _____		Date:

Contract 9-23
Epoxy Pavment Markings

Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.1				Pay Request FINAL			
						Contractor Completed This Period		Retainage Due this Period	Due this Estimate	Quantity Completed this Period	\$ Completed this Period	Retainage Owed this Period	Due this Estimate
						QTY	\$						
Furnish & Install Epoxy Lane Line 4-inch	LF	4941	\$1.60	\$7,905.60	8,657.00	2,541.00	\$4,065.60	\$101.64	\$3,963.96	6,116.00	\$9,785.60	\$203.28	\$9,988.88
Furnish & Install Epoxy Lane Line 6-inch	LF	8409	\$1.75	\$14,715.75	8,411.00	8,239.00	\$14,418.25	\$360.46	\$14,057.79	172.00	\$301.00	\$720.91	\$1,021.91
Furnish & Install Epoxy Lane Line 8-inch	LF	4798	\$2.50	\$11,995.00	4,735.00	135.00	\$337.50	\$8.44	\$329.06	4,600.00	\$11,500.00	\$16.88	\$11,516.88
Furnish & Install Epoxy Roundabout Line 18-inch	LF	566	\$12.00	\$6,792.00	502.00	280.00	\$3,360.00	\$84.00	\$3,276.00	222.00	\$2,664.00	\$168.00	\$2,832.00
Furnish & Install Epoxy Stop Line 24-inch	LF	51	\$15.00	\$765.00	84.00	45.00	\$675.00	\$16.88	\$658.13	39.00	\$585.00	\$33.75	\$618.75
Furnish & Install Epoxy Crosswalk Line 6-inch	LF	2157	\$9.00	\$19,413.00	2,227.00	1,286.00	\$11,574.00	\$289.35	\$11,284.65	941.00	\$8,469.00	\$578.70	\$9,047.70
Furnish & Install Epoxy Crosswalk Line 12-inch	LF	24	\$10.00	\$240.00	33.00	33.00	\$330.00	\$8.25	\$321.75	0.00	\$0.00	\$16.50	\$16.50
Furnish & Install Epoxy Crosswalk Line 24-inch	LF	2056	\$15.00	\$30,840.00	1,958.00	1,178.00	\$17,670.00	\$441.75	\$17,228.25	780.00	\$11,700.00	\$883.50	\$12,583.50
Furnish & Install Epoxy Diagonal Line 8-inch	LF	116	\$10.00	\$1,160.00	72.00	0.00	\$0.00	\$0.00	\$0.00	72.00	\$720.00	\$0.00	\$720.00
Furnish & Install Epoxy Diagonal Line 12-inch	LF	66	\$11.00	\$726.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
Furnish & Install Epoxy Arrow Type 1	Each	21	\$225.00	\$4,725.00	21.00	8.00	\$1,800.00	\$45.00	\$1,755.00	13.00	\$2,925.00	\$90.00	\$3,015.00
Furnish & Install Epoxy Arrow Type 2	Each	8	\$250.00	\$2,000.00	5.00	0.00	\$0.00	\$0.00	\$0.00	5.00	\$1,250.00	\$0.00	\$1,250.00
Furnish & Install Epoxy Arrow Type 2R	Each	1	\$255.00	\$255.00	1.00	0.00	\$0.00	\$0.00	\$0.00	1.00	\$255.00	\$0.00	\$255.00
Furnish & Install Epoxy Arrow Type 3	Each	35	\$280.00	\$9,800.00	33.00	20.00	\$5,600.00	\$140.00	\$5,460.00	13.00	\$3,640.00	\$280.00	\$3,920.00
Furnish & Install Epoxy Arrow Type 3R	Each	25	\$285.00	\$7,125.00	21.00	15.00	\$4,275.00	\$106.88	\$4,168.13	6.00	\$1,710.00	\$213.75	\$1,923.75
Furnish & Install Epoxy Arrow Bike Lane	Each	1	\$150.00	\$150.00	1.00	0.00	\$0.00	\$0.00	\$0.00	1.00	\$150.00	\$0.00	\$150.00
Furnish & Install Epoxy Symbol Bike Lane	Each	1	\$150.00	\$150.00	1.00	0.00	\$0.00	\$0.00	\$0.00	1.00	\$150.00	\$0.00	\$150.00
Remove Line Marking 4-inch	LF	530	\$1.70	\$901.00	440.00	0.00	\$0.00	\$0.00	\$0.00	440.00	\$748.00	\$0.00	\$748.00
Remove Line Marking 8-inch	LF	1236	\$2.50	\$3,090.00	1,265.00	0.00	\$0.00	\$0.00	\$0.00	1,265.00	\$3,162.50	\$0.00	\$3,162.50
Remove Line Marking 12-inch	LF	5	\$20.00	\$100.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
Remove Arrow/Symbol/Word Marking	Each	4	\$200.00	\$800.00	4.00	0.00	\$0.00	\$0.00	\$0.00	4.00	\$800.00	\$0.00	\$800.00
Total				\$123,648.35			\$64,105.35	\$3,205.27	\$60,900.08		\$60,515.10	\$3,205.27	\$63,720.37



MAYORAL PROCLAMATION

A PROCLAMATION BY THE NEENAH MAYOR DECLARING A SNOW EMERGENCY PURSUANT TO NEENAH CODE §16-69(e)(4) AND WIS. STAT. §323.14(4)(b)

WHEREAS, the City of Neenah is expecting to receive approximately 12 inches of snow from January 12, 2024 through January 13, 2024; and,

WHEREAS, as a result of this snow accumulation, vehicle passage and snow removal will be made difficult under current parking regulations; and,

WHEREAS, in order to provide for the public health and safety, it is necessary to impose temporary parking prohibitions to enable the City's Street Department the ability to remove the accumulating snow and better clear streets for emergency access;

NOW THEREFORE, IT IS PROCLAIMED BY MAYOR JANE B.LANG OF THE CITY OF NEENAH, WISCONSIN this 12th day of January 2024, that pursuant to the authority granted him by Neenah Code of Ordinances §16-69(e)(4) and Wis. Stat. §323.14(4)(b) the following SNOW EMERGENCY is hereby declared:

1. The SNOW EMERGENCY shall start 6:00 p.m. Friday, January 12, 2024, and continue until Noon on Sunday, January 14, 2024.
2. During the period of the SNOW EMERGENCY, parking shall be prohibited on any city street in the City of Neenah.
3. During the period of the SNOW EMERGENCY, any vehicle in violation of these parking restrictions shall be ticketed by the Neenah Police Department and shall be subject to towing to clear streets for the public safety.
4. The Proclamation shall be submitted to the Neenah Common Council for consideration and ratification at its meeting on January 17, 2024.

CITY OF NEENAH, WISCONSIN

By: _____
Jane B. Lang, Mayor

ATTEST:

Charlotte Nagel, City Clerk