



**City of Neenah
Board of Public Works Agenda
Thursday, May 15, 2025 at 11:30 AM
Hauser Room
Neenah City Hall
211 Walnut Street**

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

- I. Approval of the minutes of the May 8, 2025 meeting. (Minutes can be found on the city website)
- II. Appearances.
- III. Unfinished Business.
- IV. New Business.
 - A. Community Development
 1. Make recommendation on Development and Fee Agreement for 2nd Addition to Freedom Acres Subdivision. (Attachment)
- IV. Any announcements/questions for the Board.
- V. Adjournment.

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



**City of Neenah
Board of Public Works Agenda
Thursday, May 8, 2025 at 11:00 AM
Hauser Room
Neenah City Hall
211 Walnut Street**

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

MEMBERS PRESENT: Mayor Lang, Director of Community Development & Assessment Nieforth, Director of Finance Rasmussen, Director of Public Works Kaiser, City Attorney Rashid, Aldermen Lendrum and Ellis.

ALSO PRESENT: Water Utility Director Mach, Alderman Bruno, and Clerk Nagel.

EXCUSED: None.

I. Approval of the minutes of the March 18, 2025 meeting. (Minutes can be found on the city website)
MSC Ellis/Lendrum to approve the minutes of April 22, 2025 as written, all voting aye.

II. Appearances.
A. None.

III. Unfinished Business.
A. None.

IV. New Business.

A. Public Works

1. Award Contract 4-25, Concrete Pavement and Sidewalk Repairs to Al Dix Concrete, Kaukauna, in the amount of \$246,100.00. (Attachment)
MSC Kaiser/Rasmussen to Council award Contract 4-25, Concrete Pavement and Sidewalk Repairs to Al Dix Concrete, Kaukauna, in the amount of \$246,100.00, all voting aye.

This contract is for the annual miscellaneous concrete sidewalk repairs. Al Dix is a contractor the city has used in the past. Pavement repair accounts under each of the three utilities cover the costs of this contract.

2. Change Order No.1, Contract 13-24, Pavement Repair on S. Commercial Street, south of WisDOT S. Commercial Project, to Vinton Construction, Two Rivers, in an amount of \$16,780.20. (Attachment)
MSC Kaiser/Lendrum to approve Change Order No.1, Contract 13-24, in an amount of \$16,780.20, all voting aye.

Since Commercial Street is closed for the S. Commercial Street Project, this change order for additional concrete repair work the intersection of Winneconne and Commercial.

3. Pay Request No.1. Contract 1-25, Street, Water Utility and Sidewalk Construction, on Alexander Dr., Bruce St., Forest Manor Ct., Lexington Ct., and the Southfield Plat, to Donald Hietpas & Sons Construction Co., Little Chute, in an amount of \$221,944.36. (Attachment)

MSC Kaiser/Ellis to approve Pay Request No.1, Contract 1-25, in an amount of \$221,944.36, all voting aye.

This pay request is for water utility work and trench maintenance in the Southview Park area.

4. Pay Request No.2, Contract 2-25, Utilities and Street Construction, on Douglas Street and Elm Street, to Feaker & Sons Construction, Inc., in an amount of \$457,826.99. (Attachment)
MSC Kaiser/Lendrum to approve Pay Request No.2, Contract 2-25, in the amount of \$457,826.99, all voting aye.

The utility work is essentially complete. The project is settling until street work can begin.

B. Water Utility

1. Change Order No. 1, Contract 3-24W Removal and Disposal of Lime Sludge, to Kartechner Brothers LLC, in the amount of \$209.50. (Attachment)
MSC Ellis/Kaiser to approve Change Order No. 1, Contract 3-24W Removal and Disposal of Lime Sludge, to Kartechner Brothers LLC, in the amount of \$209.50, all voting aye.
2. Recommendation to Water Works Commission to approve the Final Pay Request for Contract 3-24W Removal and Disposal of Lime Sludge, to Kartechner Brothers LLC, in the amount of \$33,991.90. (Attachment)
MSC Rashid/Ellis to recommendation to Water Works Commission to approve the Final Pay Request for Contract 3-24W Removal and Disposal of Lime Sludge, to Kartechner Brothers LLC, in the amount of \$33,991.90, all voting aye.

V. Any announcements/questions for the Board.

VI. Adjournment.

MSC Ellis/Kaiser to adjourn, all voting aye. Meeting adjourned at 11:16 am.

Respectfully Submitted,



Charlotte Nagel, City Clerk



M E M O R A N D U M

DATE: May 12, 2025
TO: Mayor Lang and Members of the Board of Public Works
FROM: Brad Schmidt, AICP, Deputy Director of Community Development
RE: Development and Fee Agreement –2nd 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 2nd 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 26 single-family residential lots located along the south side of Liberty Avenue. The land is zoned R-1, Single-Family Residence District. This subdivision is the final phase of the Homes at Freedom Meadows/Freedom Acres subdivision.

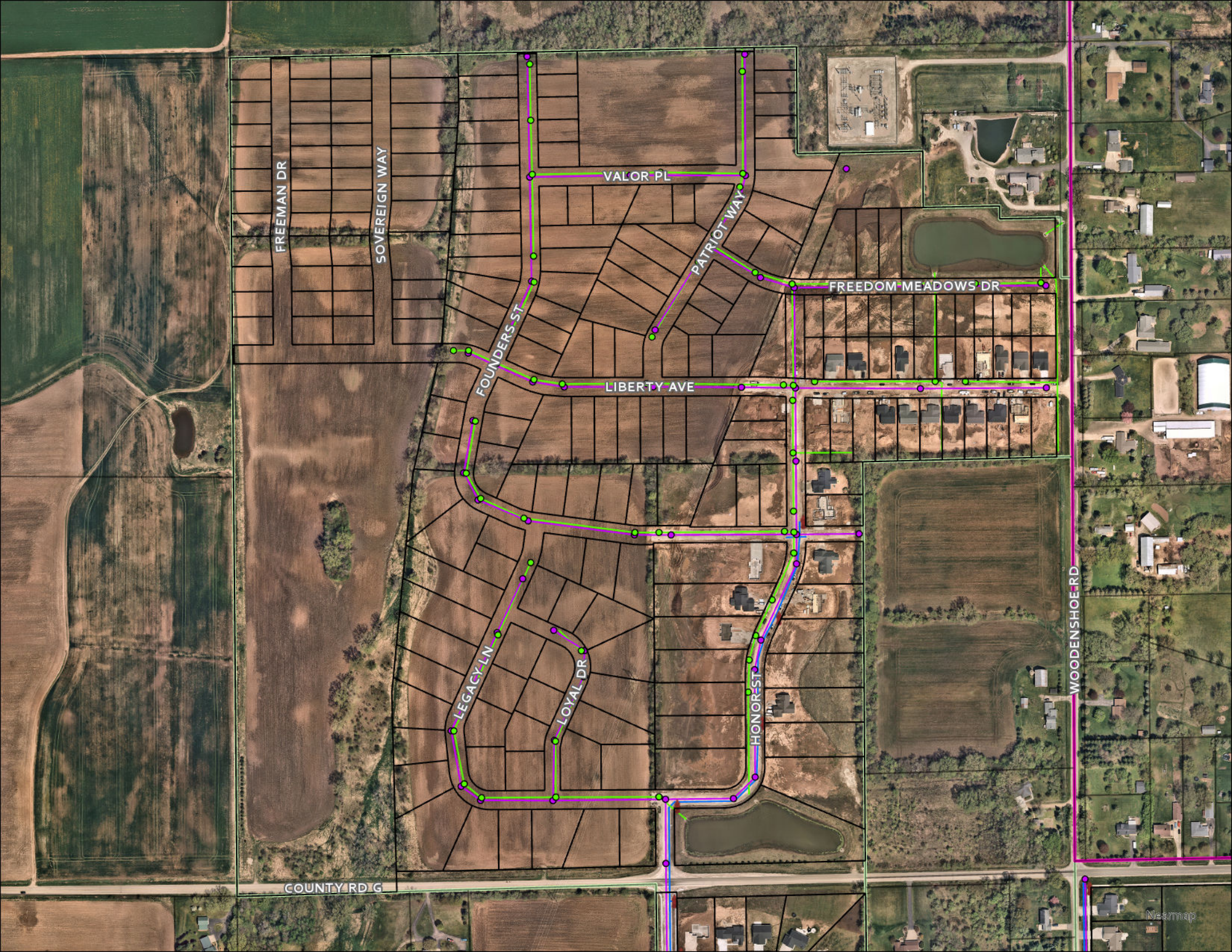
The Developer is responsible for installing public utilities (water, sanitary sewer, and storm water). The City will inspect the installation of those utilities prior to accepting them as public. Additional costs are held in an escrow account including future sidewalk along Freeman Drive, Sovereign Way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

Upon approval of the proposed development agreement, the Developer will purchase, from the City, the land for **\$114,268.01**.

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) - **\$18,178.90**
- Oversized Sanitary Sewer Fee (\$1000/acre) - **\$18,178.90**
- Street Trees (\$200/lot) – **\$5,200**
- Storm water Management Fee (\$200+\$75/lot) - **\$2,150**
- Oversized Water Main Fee (\$2,240.95/acre) - **\$40,738.01**
- Inspection Fees (Billed to Developer) – Water Inspection (**\$5,000**) and DPW Inspection (**\$1,000**)
- Storm Water Pond Construction (Reimbursement to City) - **\$50,525.91**
- Oversized Sanitary Sewer (Reimbursement to Developer) - **\$5,469.00**
- Escrow amount for sidewalk and gravel street maintenance - **\$138,000.00**

An appropriate action at this time is to recommend Common Council approve the 2nd Addition to Freedom Acres Subdivision Development and Fee Agreement.



FREEMAN DR

SOVEREIGN WAY

VALOR PL

PATRIOT WAY

FREEDOM MEADOWS DR

FOUNDERS ST

LIBERTY AVE

LEGACY LN

LOYAL DR

HONOR ST

WOODENSHOE RD

COUNTY RD G

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

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

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

Commencing at the South 1/4 corner of Section 01, Township 19 North, Range 16 East said

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

Recording Area

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

Parcel No.: 811-4000-00-08

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 "Second 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 storm water pond within the Development (Outlot 1) was constructed with the intent to serve both the 2nd Addition to Freedom Acres and the 4th Addition to the Homes at Freedom Meadows. The City reimbursed or held a portion of the cost associated with constructing the storm water pond. The costs held by the City represented the proportion of the total drainage area located in the 2nd Addition to Freedom Acres. The Developer is responsible for reimbursing the City those costs [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 Freedom Acres) which accounts for 20.8981 acres at a price of \$5,446.69/acre for a total sales price of \$114,268.01. 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:

- Freeman Drive

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

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

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

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

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

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

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

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

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

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

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

responsible for requesting the street lighting system from utility company. The street lighting plan, electrical distribution plan, and natural gas layout shall be designed by the utility company and approved by the City.

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

17. **Off-Site and Other Existing Improvements.** [Intentionally left blank]
18. **Terrace Trees Contribution.** The Developer shall pay a terrace tree contribution in the amount of \$200.00 per lot. This terrace tree contribution shall be paid by the Developer, on a per lot basis at the time of final closing of each lot sale. The subdivision plat shall note on its face “\$200.00 per lot ‘Terrace Tree’ contribution”. This contribution will be deposited in the “City of Neenah Carpenter Tree Fund Trust” tax-exempt account and will be used to plant trees on the street terraces within the subdivision at the time curb and gutter is installed ([Exhibit 6](#)).
19. **Building Permits.** Provided Developer has installed water mains, storm sewer, sanitary sewer and gravel base to a given lot and guarantees of installation have been provided for electric, gas, phone and cable services, Developer and/or Developer’s assigns and successors in interest shall be permitted to obtain building and erosion control permits for such lot.
20. **Plan Review and Construction Inspection.** The Developer shall pay a fee for plan review and construction inspection of proposed improvements as outlined in [Exhibit 7](#). Said Fee shall be based on \$2,150 for plan review and an estimated \$6,000 for inspections by City staff. Actual costs shall be determined based on actual time spent by City Staff. In the event that the City, in its sole discretion, determines that it requires the assistance of either outside consultants to review plans or provide for construction inspection services, the Developer shall pay the actual cost of such outside consulting services plus 10% for administration.
21. **Damages.** The Developer shall repair or replace, as directed by the City and to the City’s satisfaction, at Developer’s own cost, any damage caused to any public or private property by the installation of the improvements.
22. **City Costs.** [Intentionally left blank]
23. **Estimated Cost Summary Escrow Payment.** The estimate of costs paid by the Developer is attached hereto as Exhibits 2-7 (Summarized in [Exhibit 8](#)) and shows the items and estimated amounts to be paid by the Developer, including the basis for the Sewer Fee and Storm Water Fee. The total of the estimate of costs provides the basis for determining the amount of the escrow. The Developer shall submit a payment to be held in a City escrow account in the amount of **\$138,000.00**. The escrow amount is based on the sums shown in [Exhibit 5](#).
24. **Financing Alternative.** As an alternative to the payment of various fees and costs as outlined in this Agreement, the Developer may elect to pay the fees provided in sections [1](#), [2](#), [4](#), [7](#), and [18](#) proportionally on a per lot basis (excluding outlots) as summarized in [Exhibit 8](#). The Developer shall indicate, in writing, whether the per lot fee would be paid to the City when the lot is sold to a third party and collected at time of lot closing, or the fee would be collected at the time a building permit is issued. A three (3) percent administrative fee will be added to fees collected at time of a building permit. The owner of any lot for which the fees have not been paid by January 1, 2030, shall be issued a bill for the unpaid balance on the individual lot. Developer specifically agrees to waive all assessment procedures, including the right to notice and hearing, pursuant to Wis. Stat.

§66.0703(7)(b) and hereby consents to the imposition of the fees and costs anticipated by this Agreement as special assessments against the property in the Development.

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

If to the City:

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

If to Developer:

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

Dated this ____ day of _____, 2025.

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 _____, 2025.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

David Rashid
Title: Member State Bar of Wisconsin

Personally came before me this ____ day of _____, 2025 the above- named Richard C. Van Sistine III who acknowledged that he is sole member of Van Sistine Homes, LLC, a Wisconsin limited liability company, and that he is authorized to execute the foregoing instrument on Van Sistine Homes, LLC's behalf.

THIS INSTRUMENT DRAFTED BY:

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

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

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

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

2nd Addition to Freedom Acres

Part of the Northwest 1/4 of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 01, Township 19 North, Range 16 East, City of Neeshah, Winnebago County, Wisconsin

Surveyor's Certificate

I, Scott R. Anderson, 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 Neeshah, and under the authority of the Wisconsin Department of Transportation, I have surveyed and located the boundaries of the 2nd Addition to Freedom Acres, the plat for which is hereby being recorded, and the subdivision of the land into lots and blocks as shown on the attached plat. The plat is a true and correct representation of the land as surveyed and located by me, and the boundaries and area of the land as shown on the plat are correct. The plat is a true and correct representation of the land as surveyed and located by me, and the boundaries and area of the land as shown on the plat are correct. The plat is a true and correct representation of the land as surveyed and located by me, and the boundaries and area of the land as shown on the plat are correct.

Commencing at the South 1/4 corner of Section 01, Township 19 North, Range 16 East said point also being the southeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 01, Township 19 North, Range 16 East, and going south 89° 52' 12" W along the west line of the 1st Addition to Freedom Acres, 703.73 feet, thence S01°26'07" E along the west line of the 1st Addition to Freedom Acres, 569.09 feet, thence S05°31'25" W along the west line of the 1st Addition to Freedom Acres, 569.09 feet, thence S01°26'07" E along the west line of the 1st Addition to Freedom Acres, 703.73 feet, thence S88°18'14" W, 208.71 feet to the Point Of Beginning of the land described. Described lands are subject to easements and restrictions of record.

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

Scott R. Anderson, Wisconsin Professional Land Surveyor No. 53109

Owner's Certificate of Dedication

Van Sistine Homes, LLC, the undersigned, hereby certifies that the plat for the 2nd Addition to Freedom Acres, the plat for which is hereby being recorded, and the subdivision of the land into lots and blocks as shown on the attached plat, is a true and correct representation of the land as surveyed and located by me, and the boundaries and area of the land as shown on the plat are correct. The plat is a true and correct representation of the land as surveyed and located by me, and the boundaries and area of the land as shown on the plat are correct. The plat is a true and correct representation of the land as surveyed and located by me, and the boundaries and area of the land as shown on the plat are correct.

Van Sistine Homes, LLC, does further certify that this plat is required by s. 236.13 or s. 236.12 to be submitted to the following for approval or objection:

City of Neeshah
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 of _____

Personally came before me this _____ day of _____, 20____, the above owner(s) to the land shown on the plat, and the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My Commission Expires _____

Utility Easement Provisions

An easement for electric, natural gas, and communications services is hereby granted by Van Sistine Homes, LLC, Grantor, to WIS Energy, Grantee, and SBC Wisconsin, Grantee, and Wisconsin Public Service Corporation, LLC, Wisconsin corporations, Grantee, and Mesonorm, LLC, Grantee, and Spectrum, Grantee.

The easement shall be held in trust for the benefit of the heirs, successors and assigns of all parties hereto.

Van Sistine Homes, LLC

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

Mortgage Certificate

Neeshah National Bank, a corporation duly organized and existing under and by 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 the plat, and does hereby consent to the above certificate of Van Sistine Homes, LLC, owner.

In WITNESS WHEREOF, the said Neeshah National Bank has caused these presents to be signed 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 of _____

Personally came before me this _____ day of _____, 20____, President, _____, Secretary or Cashier, _____, Neeshah National Bank, to whom the above described land is mortgaged, and who acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public, Wisconsin
My Commission Expires _____

Common Council Resolution

Resolved, 2nd Addition to Freedom Acres, in the City of Neeshah is hereby approved by the Common Council on this _____ day of _____, 20____.

Mayor _____ Print Name _____ Date _____
City Clerk _____ Print Name _____ Date _____

City of Neeshah Planning Commission Approval Certificate

2nd Addition Freedom Acres is hereby approved by the City of Neeshah Planning Commission.

Planning Commission Representative _____ Print Name _____ Date _____

Transferor's Certificate

Van Sistine Homes, LLC, the undersigned, hereby certifies that the plat for the 2nd Addition to Freedom Acres, the plat for which is hereby being recorded, and the subdivision of the land into lots and blocks as shown on the attached plat, is a true and correct representation of the land as surveyed and located by me, and the boundaries and area of the land as shown on the plat are correct. The plat is a true and correct representation of the land as surveyed and located by me, and the boundaries and area of the land as shown on the plat are correct. The plat is a true and correct representation of the land as surveyed and located by me, and the boundaries and area of the land as shown on the plat are correct.

Van Sistine Homes, LLC, does further certify that this plat is required by s. 236.13 or s. 236.12 to be submitted to the following for approval or objection:

City of Neeshah
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 of _____

Personally came before me this _____ day of _____, 20____, the above owner(s) to the land shown on the plat, and the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My Commission Expires _____

Department of Administration

Certified _____, 20____

File: 8812Free.dwg
Drawn by: root
Sheet: 2 of 2

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
P.O. Box 2071 • 1481 W. Lincoln Ave. • Neeshah, WI 54951
www.davel.com

**Exhibit 2
Second Addition to Freedom Acres**

Fee Schedule

Total Developable Acres = 18.1789
Total Lots = 26

1. Subdivision Fee: \$1,000/acre x 18.1789	\$18,178.90
2. Oversized sanitary sewer interceptor fee: \$1,000/acre x 18.1789	\$18,178.90
3. Storm water management, erosion control, plan review and inspection fee: \$200 + \$75/lot	\$2,150.00
<hr/>	
Total Fees Due Upon Billing	\$38,507.80
Land Sale: \$5,446.69/acre x 20.9	\$114,268.01
Due to City prior to signing Final Plat	\$114,268.01

**Exhibit 3
Second Addition to Freedom Acres
Storm Sewer Cost
Public Infrastructure
(Estimated)**

1.	Acreage		
	Total Developable Acres – 18.1789		18.1789
2.	Storm/Infrastructure Construction Costs		
	<u>Total Public Costs (estimated)</u>		<u>\$22,919.00</u>
3	Summary Public Infrastructure Costs		
	Developer Storm Fee Due City (\$9,000/ac x 18.1789 acres)		\$163,610.10
	Public Storm Sewer Funded by Developer (estimated)		(\$22,919.00)
	Balance Due Developer for Public Storm Sewer Funded by Developer (estimated)		\$140,691.10
4.	Storm Water Pond Reimbursement Costs		
	Construction Cost of pond in 2 nd Add of Freedom Acres = \$103,275		
	Total Watershed Served by Pond = 36.62 acres		
	Contributing Area within 4 th Add to Freedom Meadows = 15.72 acres		
	Percent of Total Watershed = 43%		\$ 50,251.91
	Contributing Area within 2 nd Add to Freedom Acres = 20.9 acres		
	Percent of Total Watershed = 57%		
	Developer Reimbursement to City for Pond Construction Cost		

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
Second Addition to Freedom Acres**

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

1. Acreage	
Total Developable Acres	18.1789
2. Water Main Infrastructure Costs	
Total Private (Developer) Construction Costs (estimated)	\$200,115.00
3. Total Public Infrastructure Costs	
Total Water Main Oversizing Costs Due Developer (estimated)	\$23,000.00
4. Inspection Fee Due Water Utility Upon Billing (estimated)	\$5,000.00
5. Water Main Oversizing Fee - \$2,240.95/acre (Due City)	\$40,738.01
Total Water Main Oversizing Fee Due to City	\$40,738.01

**Exhibit 5
Second Addition to Freedom Acres**

Escrow/Prepayment

Two-Inch Mat, Future Street and Sidewalk

1. Gravel Street Maintenance (\$10/centerline foot) Freeman Drive: 1,380 feet	\$13,800.00
2. Sidewalk Installation (at \$45/lineal foot) Freeman Drive: 2,760 LF	\$124,200.00
<hr/>	
Total Prepayment/Escrow required	\$ 138,000.00

Exhibit 6
Second Addition to Freedom Acres

Terrace Tree Contribution

1.	Terrace Tree Contribution: \$200/lot x 26 lots	\$5,200.00
<hr/>		
	Total amount due	\$5,200.00

**Exhibit 7
Second Addition to Freedom Acres**

Oversize Sanitary Sewer

Estimated Developer's Cost Due City

Sanitary Sewer Main Costs Due Developer (estimated ¹)	\$ 2,490.00
Sanitary Sewer Manhole Costs Due Developer (estimated ¹)	\$ 2,829.00
Sanitary Sewer Riser Costs Due Developer (estimated ¹)	\$ 105.00
Installation Inspection Fee Due Department of Public Works (estimated)	\$ 1,000.00
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Total Due at the time of billing	\$ 1,000.00

¹ Assumptions for Sanitary Sewer Reimbursement

- *\$5/lineal foot for pipe depth lower than 13 feet.*
- *Unit price per vertical foot (\$460/VF) for manhole depth greater than 13 feet.*
- *Sanitary Sewer Riser for riser length greater than 4 feet.*

Exhibit 8
Second Addition to Freedom Acres

Summary of Developer's Costs and Financing Per Lot

Land Sale – Due to City Immediately

Exhibit 2:	\$5,446.69/acre x 20.9 acres	<u>\$114,268.01</u>
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Estimated Developer's Cost Due at Billing

Exhibit 4:	Inspection Fee – Water Utility (Estimate)	\$ 5,000.00
Exhibit 7:	Construction Inspection Fees (Estimate)	<u>\$ 1,000.00</u>

Estimated Storm Sewer Due City

Exhibit 3:	Storm Water Pond Construction due City	\$ 50,525.91
Exhibit 3:	Public Storm Sewer Fee Due City (Estimate)	<u>\$ 140,691.10</u>

Estimated Oversized Water Main and Sanitary Sewer Reimbursement Due Developer

Exhibit 4:	12 inch and 16 inch water main and valves (Estimate)	\$ 23,000.00
Exhibit 7:	Oversize sanitary sewer main depth (Estimate)	\$ 2,490.00
Exhibit 7:	Oversize sanitary sewer manhole depth (Estimate)	\$ 2,829.00
Exhibit 7:	Oversize sanitary riser depth (Estimate)	<u>\$ 150.00</u>

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

Exhibit 2:	Subdivision Fee	\$ 18,178.90
	Oversized Sanitary Fee	\$ 18,178.90
	Storm Water Management Fee	\$ 2,150.00

Exhibit 6:	Terrace Tree Contribution (\$200.00 x 47 lots)	\$ 5,200.00
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Exhibit 4:	Oversized Water Main Fee	<u>\$ 40,738.01</u>
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Total to be financed by City (estimated)	\$ 84,445.81
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Special Assessment Applied To Each Lot (estimated) and Due at Building Permit	\$ 3,247.92
(\$84,445.81/26 lots = \$3,247.92/lot)	

Developer's Escrow Fees Required

Exhibit 5:	Gravel Street Maintenance	\$ 13,800.00
	Sidewalk Installation	\$124,200.00

Total Escrow Required	\$138,000.00
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