



**City of Neenah  
Board of Public Works Agenda  
Tuesday, April 25, 2023 at 12:00 PM  
Neenah City Hall  
Hauser Room  
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 April 12, 2023 meeting. (Minutes can be found on the City web site)
- II. Appearances.
- III. Unfinished Business.
- IV. New Business.
  - A. Community Development
    1. Make Council recommendation on First Addition to The Homes at Freedom Meadows Subdivision Development Agreement.
- V. Any announcements/questions for the Board.
- VI. Adjournment.

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Clerk's Office (920) 886-6100 or the **City's ADA Coordinator at (920) 886-6106 or e-mail [attorney@ci.neenah.wi.us](mailto:attorney@ci.neenah.wi.us)** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

**Minutes of the Board of Public Works Meeting  
Wednesday, April 12, 2023 at 12:30 p.m.**

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

**ALSO PRESENT:** Director of Parks & Recreation Kading, Director of Water Utility Mach and City Clerk Nagel.

**CALL TO ORDER:** Mayor Lang called the meeting to order at 12:35 p.m.

I. Approval of the minutes of the March 28, 2023 meeting. (Minutes can be found on the City web site)  
**MSC Hillstrom/Kaiser to approve the meeting minutes as written, all voting aye.**

II. Appearances.  
None.

III. Unfinished Business.  
None.

IV. New Business.

A. Parks & Recreation

1. Approve Pay Request No. 3 from Lunda Construction Company, Black River Falls, WI in the amount of \$154,083.25 for work completed through March 31, 2023 utilizing approved budgeted 2021 CIP Carry Forward Funds. (Attachment)  
**MSC Kaiser/Lendrum to approve Pay Request No. 3 to Lunda Construction in the amount to \$154,083.25, carried in a voice vote, 6-1 with Haese voting no.**

Discussion: Director Kading advised Pay Request No. 3 is for the prior subdeck and shoreline abutment. Material for the planking and the quiet launch have not yet arrived. The goal is to have the project completion date. There was discussion on contract language for not meeting the completion date which Director Kading advised there is no such language in the contract.

B. Water Utility

1. Approve Change Order No. 2, Contract 11A-22, Water Service Replacement Reddin Avenue & Zemlock Avenue, Donald Hietpas & Sons Inc., Little Chute, to extend completion date to June 30, 2023. (Distributed at meeting)  
**MSC Kaiser/Lendrum approve Change Order No. 2, Contract 11A-22 as presented, all voting aye.**

Discussion: Change Order No. 2, Contract 11A-22 was distributed by Director Mach. This change order changes the date of completion, there is no monetary amendment for this change order.

2. Approve Change Order No. 3, Contract 11B-22, Water Service Replacement Hunt Avenue, Madison Street & Nicolet Boulevard, Carl Bowers & Sons

Info. Only

Info. Only

Info. Only

Construction Co., Kaukauna, to extend completion date to June 30, 2023.  
(Attachment)

**MSC Kaiser/Lendrum to approve Change Order 3, contract 11B-22, all voting aye.**

C. Public Works

1. Recommend Council approve Contract 10-23, city Hall and Market Place Parking Lot Resurfacing, 2" Mat Overlay in Freedom Acres, Home of Freedom Acres, and Library Bump Out, to Northeast Asphalt Inc., Greenville, in an amount of \$347,995.00. (Attachment)

**MSC Kaiser/Haese to recommend Council award contact 10-23 to Northeast Asphalt, Inc. in the amount of \$347,995.00 for City Hall and Market Place Parking Lot Resurfacing, 2-inch Mat Overlay in Freedom Acres Subdivisions, and Library Bump Out, all voting aye.**

Report

Discussion: At the prior Board of Public Works meeting there was concern with the location of the library bump out due to possible development opportunities in this location. Since then, staff researched the location of the library bump out and advised that the location of the bump out was satisfactory.

There was also discussion on the time allotted to resurface the Market Place parking lot and how that would impact the downtown businesses. Staff estimates about two weeks to resurface the Market Place parking lot. Staff recommended reaching out to the BID Board to notify downtown businesses of the timing of the resurfacing when the schedule was known. Staff suggested that the permitted vehicles be relocated to the church parking lot during construction and that hourly parking would work itself out with the on-street hourly parking in the area.

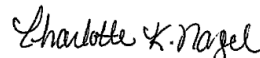
IV. Any announcements/questions for the Board.

- A. Staff met with the Town of Neenah regarding status of the upgrade to Oak Ridge Road. The town was unsuccessful in obtaining a grant for this work. The town has no intentions of pursuing another grant nor to upgrade the road out of the levy. Staff would like the city to consider a basic overlay from the entrance to Calvary Bible Church to Tullar Road since this part of Oak Ridge Road is in the city. The entire road is in rough condition, however, the overlay would extend the life of the road until something can be worked out with the town. The overlay life span is projected to be 8-10 years with an estimated ballpark figure of \$50,000. Staff will be bringing this project forward as an agenda item once costs are known.

V. Adjournment.

**MSC Haese/Kaiser to adjourn, all voting aye. Meeting adjourned at 12:56 p.m.**

Respectfully Submitted,



Charlotte Nagel  
City Clerk



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

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**DATE:** April 25, 2023  
**TO:** Mayor Lang and Board of Public Works  
**FROM:** Brad Schmidt, AICP, Deputy Director of Community Development  
**RE:** Development Agreement – First Addition to The Homes at Freedom Meadows Subdivision

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

The proposed plat includes 16 single-family residential lots located along the northwest corner of County Highway G and Woodenshoe Road. The land is zoned R-1, Single-Family Residence District. This subdivision is the second phase of the Homes at Freedom Meadows subdivision located directly south 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 north and west of the development. The costs associated with oversizing the water main will be reimbursed to the developer by the Water Utility. The City will inspect the installation of those utilities prior to accepting them as public. Additional costs are held in an escrow account such as the temporary two-inch mat along Honor Street and Liberty Avenue and future sidewalks along both of those streets.

Upon approval of the proposed development agreement, the Developer will purchase, from the City, the land for **\$64,376.74**

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) - **\$7,100**
- Oversized Sanitary Sewer Fee (\$1000/acre) - **\$7,100**
- Street Trees (\$200/lot) – **\$3,000**
- Storm water Management Fee (\$200+\$75/lot) - **\$1,400**
- Oversized Water Main Fee (\$2,240.95/acre) - **\$15,910.75**
- Inspection Fees (Billed to Developer) – Water Inspection (**\$4,500**) and DPW Inspection (**\$2,000**)
- Storm Water Pond Construction **\$28,739.45**

The City will reimburse the developer for the following items:

- Actual costs of oversized water mains
- Actual costs of oversized sanitary mains
- Lot 45 – Water Utility Pump Station (\$14,922)

**Appropriate action at this time is to recommend Common Council approve the First Addition to The Homes at Freedom Meadows 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:

PROPERTY DESCRIPTION:

All of Outlot 1 of The Homes At Freedom Meadows as recorded in Document No. 1880819 and a part of Lot 2 of Certified Survey Map No. 5779 as recorded in Volume 1 of Certified Survey Maps on Page 5779, Document No. 1368620, located in the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 19 North, Range 16 East, City of Neenah, Winnebago County, Wisconsin containing 398,413 square feet (9.146 acres) of land and being more fully described as follows:

Commencing at the Southeast corner of said Section 1; thence N00°20'42"W, 1705.90 feet along the East line of the Southeast 1/4 of said Section 1 to the Easterly extension of the North line of Lot 1 of Certified Survey Map No. 7928 as recorded in Document No. 1884731; thence S89°39'18"W, 33.00 feet along said Easterly extension to the Northeast corner of said Certified Survey Map No. 7928 and the Point of Beginning; thence continue S89°39'18"W, 817.00 feet along the North line of said Lot 1 and the North line of Lots 19 thru 29 of The Homes At Freedom Meadows to the Northwest corner of said Lot 29; thence S00°20'42"W, 131.43 feet along the West line of said Lot 29 to the Southwest corner thereof, also being the North right-of-way line of Liberty Avenue; thence N87°28'58"W, 60.07 feet along said North right-of-way line; thence N00°20'42"W, 267.22 feet; thence N12°12'25"E, 50.13 feet; thence N22°09'07"E, 431.50 feet to the North line of said Lot 2 of Certified Survey Map No. 5779; thence N88°52'53"E (recorded as N88°27'11"E), 264.07 feet along the North line of said Lot 2; thence S00°20'42"E (recorded as S00°46'24"E), 179.07 feet along the North line of said Lot 2 to the Northwest corner of Outlot 1 of said The Homes At Freedom Meadows; thence N88°52'53"E (recorded as N88°27'11"E), 242.98 feet along the North line of said Outlot 1; thence S00°20'42"E (recorded as S00°46'24"E), 41.00 feet along the North line of said Outlot 1; thence N88°52'53"E (recorded as N88°27'11"E), 177.02 feet along the North line of said Outlot 1 to the Northeast corner thereof; thence S00°20'42"E, 190.55 feet along the East line of said Outlot 1, being the West right-of-way line of Woodenshoe Road; thence N89°39'18"E, 17.00 feet along said West right-of-way line to the East line of said Lot 2 of Certified Survey Map No. 5779; thence S00°20'42"E (recorded as S00°46'24"E), 185.00 feet along the East line of said Lot 2, being the West right-of-way line of Woodenshoe Road to the Point of Beginning.

Recording Area

Return to:

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

Parcel No.: 8-11-4000-00-01, 8-11-4000-00-03

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 The Homes at Freedom Meadows" or the "Development"); and

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

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

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

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

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

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

3. **Storm Water Ponds.** This development is served by a storm water pond constructed as part of the Homes at Freedom Meadows (shown as Outlot 1 in Homes at Freedom Meadows but being replatted as Outlot 2 in the proposed development). 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 IV 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. **Outlot 3 Dedication.** Upon purchase of the parcel by the Developer, the Developer will dedicate Outlot 3 to the City. The City will own and maintain this property. The primary use of this outlot is for a utility corridor. The City reserves the right to construct a temporary road upon said outlot until such time as a platted, permanent street connects Liberty Avenue and Freedom Meadows Drive. The City will construct a sidewalk connection between Liberty Avenue and Freedom Meadows Drive.
8. **Lot 45.** Upon purchase of the land by the Developer, the Developer will deed Lot 45 to the City for the purpose of constructing and maintaining a potable water booster station. The City will own and maintain this property. The City will reimburse the Developer for Lot 45 in the amount of \$14,922 which will be credited toward the Oversize Water Main Fee. See [Exhibit 4](#) for more details.
9. **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.
10. **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.
11. **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 (First Addition to The Homes at Freedom Meadows) which accounts for 7.248 acres at a price of \$8,882/acre for a total sales price of \$64,376.74. This amount is due to the City prior to the City signing the Final Plat. See [Exhibit 2](#) for more information.
12. **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.

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

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

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

*Two-Inch Asphalt Mat:* The Developer shall pay the full cost of placing a two-inch asphalt mat on all streets within the plat (excluding the temporary road noted in Section 7), 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 Developer. In the event that the escrow is insufficient, then the City reserves the right to special assess the shortage against the individual lots in Development (See [Exhibit 5](#)).

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

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

*Sidewalks:* The Developer shall pre-pay or escrow the estimated cost for installing sidewalk through Outlot 3. Said sidewalk shall be installed by the City in conjunction with construction of the Final Street, described above, unless otherwise scheduled with the approval of the City. (See [Exhibit 5](#)).

*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.

13. **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.
14. **Park Dedication.** [Intentionally left blank]
15. **Outlots and Public Parks.** [Intentionally left blank]
16. **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.
17. **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.
18. **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.

19. **Off-Site and Other Existing Improvements.** [Intentionally left blank]
20. **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](#)).
21. **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.
22. **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 \$1,400 for plan review and an estimated \$6,500 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.
23. **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.
24. **City Costs.** [Intentionally left blank]
25. **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 **\$91,383.00**. The escrow amount is based on the sums shown in [Exhibit 5](#).
26. **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.
27. **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.
28. **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.

- 29. **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.
- 30. **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.
- 31. **Modification.** This agreement may not be modified or amended, except in writing, with the written approval of both the City and the Developer.
- 32. **Notices.** Any notices required under this agreement shall be deemed made as of the date deposited in the US mail, postage prepaid and addressed to the following.

If to the City:

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

If to Developer:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_, 2023.

**ACKNOWLEDGMENT**

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

\_\_\_\_\_  
David Rashid  
Title: Member State Bar of Wisconsin

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.

THIS INSTRUMENT DRAFTED BY:

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

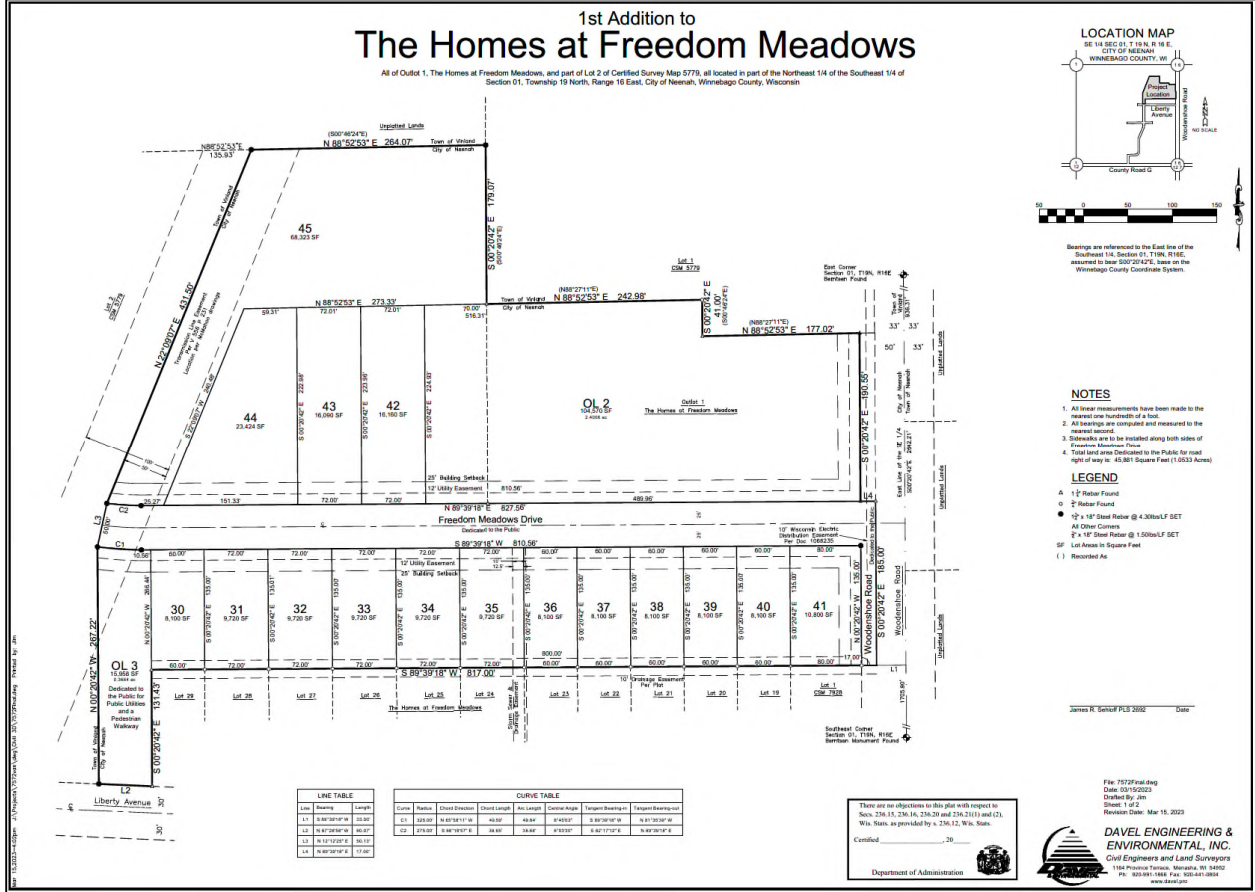
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin.  
My commission is permanent.

(SIGNATURES MAY BE AUTHENTICATED OR

ACKNOWLEDGED. BOTH ARE NOT NECESSARY.) (If not, state expiration date:\_\_\_\_\_)

# Exhibit 1

## First Addition to The Homes at Freedom Meadows Plat Map



# Exhibit 1 (continued)

## First Addition to The Homes at Freedom Meadows Plat Map

### 1st Addition to The Homes at Freedom Meadows

All of Outlot 1, The Homes at Freedom Meadows, and part of Lot 2 of Certified Survey Map 5779, all located in part of the Northeast 1/4 of the Southeast 1/4 of Section 01, Township 19 North, Range 10 East, City of Neenah, Winnebago County, Wisconsin

**Surveyor's Certificate**

I, James R. Scharff, professional land surveyor, hereby certify that in full compliance with the provisions of Chapter 232 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 The Homes at Freedom Meadows, that said plat correctly represents all exterior boundaries and the subdivision of the land surveyed, and that the land is as of Outlot 1, The Homes at Freedom Meadows, as recorded in Document No. 1802819 and part of said Certified Survey Map 5779, as recorded in Volume 1 of Certified Survey Maps on page 5779 as Document No. 1768820, all being part of the Northeast 1/4 of the Southeast 1/4 of Section 01, Township 19 North, Range 10 East, City of Neenah, Winnebago County, Wisconsin, containing 386,410 Square Feet (8.182 Acres) of land described as follows:

Commencing at the Southeast corner of Section 1, thence, along the East line of the Southeast 1/4 of said Section 1, N00°29'42"E, 1765.00 feet to the Eastern extension of the North line of Lot 1 of Certified Survey Map No. 7020; thence, along said Eastern extension S89°20'19"W, 33.00 feet to the Point of Beginning; thence along said Eastern extension, the North line of said Lot 1, Certified Survey Map 7020 and the North line of Lots 19 thru 20 of The Homes at Freedom Meadows, S00°00'00"W, 87.00 feet to the Northwest corner of said Lot 20; thence, along the West line of said Lot 20, S00°20'02"E, 131.43 feet to the North 1/4 of the East line of said Section 1, thence, along the North 1/4 of said Section 1, S00°00'00"W, 65.00 feet to the North 1/4 of the East line of said Section 1, S00°00'00"W, 207.22 feet thence S17°22'21"E, 24.15 feet thence S00°00'00"W, 4.01 feet to the North line of Lot 1 of Certified Survey Map No. 5779; thence, along said North line of said Lot 1, N89°25'57"E, 264.07 feet to a point on the West line of Lot 1 of said Certified Survey Map No. 5779; thence, along said West line, S00°29'42"E, 174.37 feet to the Southwest corner of said Lot 1; thence, along the Southern line of said Lot 1, N89°25'57"E, 242.08 feet thence, continuing along said Southern line, S00°29'42"E, 41.00 feet thence, continuing along said Southern line, N89°25'57"E, 177.00 feet to the West right of way line of Woodchester Road as dedicated on The Homes at Freedom Meadows; thence, along said West right of way line, S00°29'42"E, 100.04 feet thence, continuing along said West right of way line, N89°25'57"E, 17.00 feet to the West right of way line of said Woodchester Road as dedicated on said Certified Survey Map No. 5779; thence, continuing along said West right of way line, S00°29'42"E, 160.00 feet to the Point of Beginning; subject to all assessments and restrictions of record.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

James R. Scharff, Wisconsin Professional Land Surveyor No. 5-2692

**Owner's Certificate of Dedication**

Van Sistine Homes, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company owned 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 as 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

Kevin Elmstam, Managing Member

State of Wisconsin  
County of \_\_\_\_\_

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, TOB Neenah, LLC, Grantee and  
Spectracore, 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 utility or user may hereafter be permitted to use, under various, 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 overhead and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots, also the right to run or cut down trees, brush and weeds 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 restriction, 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 on any trees, brush or weeds which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantee 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  
Managing Member \_\_\_\_\_ Date \_\_\_\_\_

**Mortgage Certificate**

First Community Credit Union, 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 First Community Credit Union 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 of \_\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, President,

and \_\_\_\_\_, Secretary (each) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be said President and Secretary (each) 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 The Homes at Freedom Meadows, in the City of Neenah is hereby approved by the Common Council on

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

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

Clerk \_\_\_\_\_ Date \_\_\_\_\_

**City of Neenah Planning Commission Approval Certificate**

1st Addition to The Homes at Freedom Meadows is hereby approved by the City of Neenah Planning Commission.

Planning Commission Representative \_\_\_\_\_ Date \_\_\_\_\_

**Treasurer's Certificate**

Van Sistine Homes, LLC, duly elected, qualified and acting Treasurer of the City of Neenah and Winnebago County, do hereby certify that in accordance with the records in my office, there are no unrecorded 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:

Owner of record	Recording Information	Parcel No(s)
Van Sistine Homes, LLC	Doc. No. 1877918	814000001
	Doc. No. _____	814000003

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

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration

File: 75727Final.dwg  
Date: 02/28/2023  
Drafted By: hinky  
Sheet: 2 of 2  
Revision Date: Feb 28, 2023

**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
Civil Engineers and Land Surveyors  
1164 Pioneer Terrace, Neenah, WI 54952  
Ph: 920-861-1888, Fax: 920-441-8884  
www.davel.com

DWG: 75727Final.dwg - 1/28/2023 10:58:00 AM - 2023/02/28 10:58:00 AM

**Exhibit 2**  
**First Addition to The Homes at Freedom Meadows**

**Fee Schedule**

Total Developable Acres = 7.10 (Excludes 2.038 acres of Outlot 2)  
Total Lots = 16

- |  |            |
|--|------------|
| 1. Subdivision Fee: \$1,000/acre x 7.10  | \$7,100.00 |
| 2. Oversized sanitary sewer interceptor fee: \$1,000/acre x 7.10                             | \$7,100.00 |
| 3. Storm water management, erosion control, plan review and inspection fee: \$200 + \$75/lot | \$1,400.00 |
- 

<b>Total Fees Due Upon Billing</b>	<b>\$15,600.00</b>
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Land Sale: \$8,882/acre x 7.248	\$64,376.74
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<b>Due to City prior to signing Final Plat</b>	<b>\$64,376.74</b>
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**Exhibit 3**  
**First Addition to The Homes at Freedom Meadows**  
**Storm Sewer Cost**  
**Public Infrastructure**  
**(Estimated)**

1. Acreage

Total Developable Acres 7.10

2. Storm/Infrastructure Construction Costs

Total Private (Developer) Costs (estimated)	\$ 26,122.00
Total Public Costs (estimated)	\$ 22,256.50
Total Construction Costs (estimated)	\$ 48,378.50

3. Summary Public Infrastructure Costs

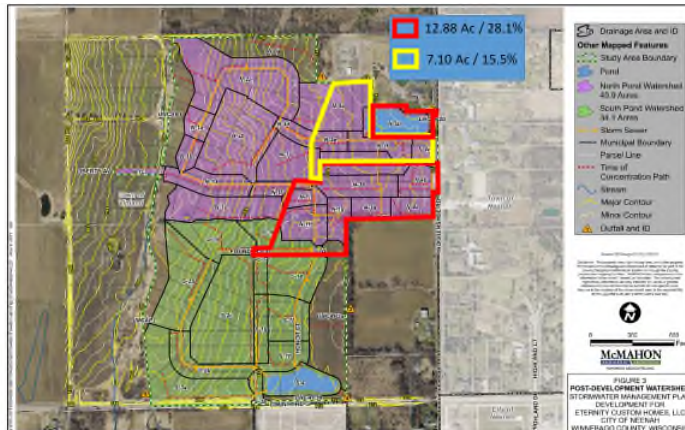
Developer Storm Fee Due City (\$5,000/ac x 7.10 acres)	\$ 35,500.00
Public Storm Sewer Funded by Developer (estimated)	(\$ 22,256.50)
<b>Balance Due Developer for Public Storm Sewer Funded by Developer (estimated)</b>	<b>\$13,243.50</b>

4. Storm Water Pond Reimbursement Costs

Construction Cost of Outlot 2 Pond = \$185,794.50  
 Total Watershed Served by Pond = 45.90 acres  
 Contributing Area within this Phase = 7.10 acres  
 Percent of Total Watershed = 15.5%

**Developer Reimbursement to City for Held Pond Cost \$ 28,739.45**

**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 The Homes at Freedom Meadows**

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

1. Acreage

Total Developable Acres 7.10

2. Water Main Infrastructure Costs

Total Private (Developer) Construction Costs (estimated) \$284,000.00

3. Total Public Infrastructure Costs

Total Water Main Oversizing Costs Due Developer (estimated) \$74,000.00

4. Inspection Fee Due Water Utility Upon Billing (estimated) \$4,500.00

5. Water Main Oversizing Fee - \$2,240.95/acre (Due City) \$15,910.75

6. Lot 45 Purchase – Water Utility Pump Station Site (Due Developer) \$8,882 x 1.68 acres (\$14,922.00)

Total Water Main Oversizing Fee Due to City **\$ 988.75**

**Exhibit 5  
First Addition to The Homes at Freedom Meadows**

**Escrow/Prepayment**

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

1.	Two-Inch Mat (\$58/centerline foot) Freedom Meadows Drive: 900 feet	\$52,200.00
2.	Final Street Construction Freedom Meadows Drive: 900 feet (\$220/centerline foot) = \$198,000 Total Equated Lot Count = 24 Assessment per Lot = \$8,250 Outlot 2: 489.96 feet (equate to 7 lots) = \$8,933* Outlot 3: 60.19 feet (equate to 1 lot) = \$8,250 Lot 45: 85.59 feet (equate to 1 lot) = \$8,250	\$25,433.00
3.	Sidewalk Installation (at \$50/lineal foot) Outlot 3: 275 feet	\$13,750.00
<hr/>		
	<b>Total Prepayment/Escrow required</b>	<b>\$ 91,383.00</b>

**\*The total estimated assessment for outlot 2 (regional stormwater pond) is \$57,750. The total watershed for the storm water pond is 45.9 acres. This development will pay 15.5% (7.1 acres) and the remaining 38.8 acres (84.5%) or \$48,817 will be paid as the next phase of the development is platted.**

**Exhibit 6**  
**First Addition to The Homes at Freedom Meadows**

**Terrace Tree Contribution**

1.	Terrace Tree Contribution: \$200/lot x 15 lots	\$3,000.00
<hr/>		
	<b>Total amount due</b>	<b>\$3,200.00</b>

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

**Estimated Developer's Cost Due City**

Sanitary Sewer Main Costs Due Developer (estimated <sup>1</sup> )	\$ 3,940.75
Installation Inspection Fee Due Department of Public Works (estimated)	\$ 2,000.00
<hr/>	
<b>Total Due at the time of billing</b>	<b>\$ 2,000.00</b>

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

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

**Exhibit 8**  
**First Addition to The Homes at Freedom Meadows**

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

Land Sale – Due to City Immediately

[Exhibit 2:](#) \$8,882.00/acre x 7.248 acres \$ 64,376.74

Estimated Developer's Cost Due at Billing

[Exhibit 4:](#) Inspection Fee – Water Utility (Estimate) \$ 4,500.00

[Exhibit 7:](#) Construction Inspection Fees (Estimate) \$ 2,000.00

Estimated Storm Sewer Due City

[Exhibit 3:](#) Storm Water Pond Construction due City \$ 28,739.45

[Exhibit 3:](#) Public Storm Sewer Fee Due (Estimate) \$ 13,243.50

Estimated Oversized Water Main and Sanitary Sewer Reimbursement Due Developer

[Exhibit 4:](#) 12 inch and 16 inch water main and valves (Estimate) \$ 74,000.00

[Exhibit 4:](#) Lot 45 Purchase – Water Utility Pump Station \$ 14,922.00

[Exhibit 7:](#) Oversize sanitary sewer main depth (Estimate) \$ 3,940.75

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

[Exhibit 2:](#) Subdivision Fee \$ 7,100.00

Oversized Sanitary Fee \$ 7,100.00

Storm Water Management Fee \$ 1,400.00

[Exhibit 6:](#) Terrace Tree Contribution (\$200.00 x 15 lots) \$ 3,000.00

[Exhibit 4:](#) Oversized Water Main Fee \$ 15,910.75

**Total to be financed by City (estimated) \$ 34,510.75**

**Special Assessment Applied To  
Each Lot (estimated) and Due at Building Permit \$ 2,300.72**  
(\$34,510.75/15 lots = \$2,300.72/lot)

Developer's Escrow Fees Required

[Exhibit 5:](#) Two-Inch Mat \$ 52,200.00

Final Street – Outlots/Public \$ 25,433.00

Sidewalk Installation \$ 13,750.00

**Total Escrow Required \$ 91,383.00**