

CITY OF NEENAH
FINANCE AND PERSONNEL COMMITTEE MEETING
Monday, April 24, 2023– 6:00 p.m.
Council Chambers, Neenah City Administration Building
211 Walnut Street, Neenah, Wisconsin

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

AGENDA

1. Public Appearances
2. Approval of Minutes from the March 27, 2023 Regular Meeting and April 18, 2023 Special Meeting (minutes can be found on the City's website)
3. Social Media Policy (Attachments) (Rashid)
4. Data Center UPS Replacement and Switch Closet UPS Upgrades (Attachments) (Wenninger)
5. Use of Technology & Communications Systems Policy (Attachments) (Wenninger)
6. Development Agreement – First Addition to The Homes at Freedom Meadows Subdivision (Attachments) (Schmidt)
7. Discussion of Audit Status (Rasmussen)
8. The Committee will convene into closed session pursuant to Wis. Stat. Sec. 19.82(2) to confer with City Attorney who will render advice concerning strategies with respect to pending or impending litigation involving the City including matters relating to Florek v. City of Neenah, and Minks & Novak v. City of Neenah.
9. The Committee may reconvene into open session to consider action on the City Attorney's report of pending or threatened litigation.
10. 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** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

CITY OF NEENAH
SPECIAL FINANCE AND PERSONNEL COMMITTEE MEETING
Tuesday, March 18, 2023 – 7:00 p.m.
(To Be Held During the Recess of the 7:00 p.m. Council
Organizational Meeting for the Standing Committees to Organize)
Council Chambers, Neenah City Administration Building
211 Walnut Street, Neenah, Wisconsin

MINUTES

Present: Chairman Erickson; President Borchardt; Aldermen Skyrms and Steiner; Director of Finance Rasmussen.

Others Present: None

Absent/Excused: Alderman Boyette

Public Appearances: None.

Minutes: None

Meeting called to order 7:22 p.m.

Appointment of Alderman Erickson as Committee Chairman. Borchardt/Skyrms Approved by unanimous consent.

Appointment of Alderman Skyrms as Committee Vice-Chairman. Erickson/Steiner Approved by unanimous consent.

Appointment of Alderman Erickson as Committee Chairman and President Borchardt as Committee Vice-Chairman for Legislative Review Committee. Skyrms/Steiner Approved by unanimous consent.

By unanimous consent, regular Committee meetings will continue to be scheduled for 6:00 p.m. on the Monday of the week preceding the Council meeting unless that day is a holiday.

Motion/Second/Carried Skyrms/Steiner to adjourn the meeting at 7:28 p.m. All voting aye.

Respectfully submitted,



Vicky Rasmussen, CPA
Director of Finance



MEMORANDUM

DATE: April 18, 2023

TO: Finance & Personnel Committee: Alders Erickson (Chair), Skyrms (V. Chair), Stevenson, Boyette & Steiner
CC: Mayor Lang, Vicky Rasmussen, Becky DeWitt, Char Nagel & Amy Fairchild, Joe Wenninger

From: City Attorney David Rashid

RE: Social Media Policy

After assisting a few departments over the last number of months with concerns over how citizens interact with various pages of social media that the City hosts, I thought it was time to research the issue, then review and revamp our policy.

You may recall the existing policy really only dealt with employees' use of social media platforms but did not address what City media administrators could or should do with inappropriate or otherwise "undesirable" content from outside users interacting with or commenting upon content by the City's employees and officials.

The accompanying draft policy has been vetted to comport with existing (and developing) law concerning free speech and open government laws.

AN APPROPRIATE MOTION WOULD BE TO RECOMMEND TO COUNCIL ADOPTION OF THE WITHIN SOCIAL MEDIA POLICY, FOR USE BY ALL DEPARTMENTS OF THE CITY WHICH HOST AND ADMINISTER ANY SOCIAL MEDIA PLATFORMS.

City of Neenah
Social Media Policy

I. Purpose

The City of Neenah (the “City”) has an overriding interest and expectation in deciding what is “announced” or “spoken” on behalf of the City through the use of social media. This policy establishes guidelines for the establishment and use of social media by the City for conveying information about the City and its events and activities. This policy also establishes guidance for employees acting in a personal capacity when using social media.

The City’s intent is to create a “government speech forum” or a “limited forum” devoted exclusively to the City’s postings to the public. Nothing in this policy shall be applied to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor laws or other applicable laws.

II. Policy

a. City Website and Other Sites or Platforms

The City’s website (<http://www.neenahwi.gov>) is the City’s primary and predominant internet presence. All of the City’s website content and social media sites that are posted by departments and offices will be subject to approval by the respective Department Heads or designees. Social media use should complement rather than replace the City’s primary website. Only employees authorized by the Department Head or designee are authorized to post content on the City’s website or on other social media platform sites.

b. Social Media Provider Terms of Service

Social media is defined as the various activities that integrate technology, social interaction, and content creation. Through social media, individuals or groups may create, organize, edit, comment on, combine and share content. Social media providers offer web pages that provide a means for various forms of discussion and information-sharing and include features such as social networks, blogs, video sharing, podcasts, wikis, message boards, and news media comment sharing/blogging. Social media providers are hosted by websites that authorize multiple users to establish, post content on, and operate their own individual social media profile. Technologies associated with social media often include picture and video sharing, wall postings, e-mail, instant messaging, and music sharing. Examples of websites that host social media profiles include, but are not limited to, Meta (Facebook (social networking), Instagram); YouTube (social networking and video sharing); and Twitter (social networking and microblogging).

Each social media provider maintains a term of use agreement for users. All posts and comments on any City social media profile are bound by these terms and conditions. The City reserves the right to report any user violation under the terms and conditions. This policy does not modify the terms and conditions established by the social media provider. Nor does the City assume any responsibility or liability for decisions made by the social media provider involving the conduct or absence of conduct by the social media provider or by the user.

The terms and conditions of the social media provider represent a binding contract. No employee may execute such terms of service or enter into an agreement on behalf of the City without authorization from the Department Head or designee.

c. Social Media Posting

As a public entity, the City must abide by certain standards to serve all constituents in a civil and unbiased manner. Only employees authorized by the Department Head or designee are authorized to post content on an authorized City social media profile on behalf of the City. Each Department Head shall maintain a list of social media profiles, including login and password information, approved for use for communicating the City's (and its respective departments') business. Any social media profiles used by the City, including any login information and passwords, are the property of the City and not the property of an employee or other party. Any social media profile used by the City must be capable of editing, removing, and archiving content from social media websites. The authorized employee will inform the Department Head or designee of any administrative changes to existing social media profiles.

For each social media profile approved for use by the City, the following documentation will be developed and adopted:

- A list of authorized employees who may manage the social media profile
- Operational and use guidelines
- Standards and processes for managing accounts on social media sites
- Branding standards
- Design standards
- Standards for the administration of social media sites

Authorized employees representing the City on social media must conduct themselves at all times as professional and dignified representatives of the City and in accordance with all policies, directives, and professional expectations.

Employees posting content on behalf of the City must follow these guiding principles:

- Communications must be consistent with the goals, branding, mission, vision, and values of the City.
- Communications must be factual and accurate and not reflect opinions or biases.
- Communicate meaningful, respectful entries that are on topic while also recognizing that postings are widely accessible and not easily retractable.
- Communications must be written in plain business English with proper grammar and vocabulary and should avoid unnecessary acronyms and jargon.
- Communications must comply with policy, directives, professional expectations, and respect for privacy, confidentiality, and applicable legal guidelines for external communication.
- Posters must ensure that legal right exists to publish all materials, including photos and articles, and comply with all trademark, copyright, fair use, disclosure of processes and methodologies, confidentiality, and financial disclosure laws.
- If posters identify themselves, then maintain transparency by using your real name and job title, and by being clear about your role regarding the subject. Write and post only about your area of expertise. Remember that your postings are your responsibility.
- Communications must never be for political purposes or in support of or opposition to political campaigns or ballot measures.
- Communications must never be for purposes of private business activity or commerce, or for personal motivation or sharing of personal opinion or commentary.
- Communications must not promote, foster, or perpetuate discrimination, harassment, or retaliation on the basis of race, creed, color, age, religion, gender, marital status, national origin, disability, or sexual orientation, or other protected status.
- Communications must not compromise the safety or security of the public, public systems, or public services.

Authorized employees posting on behalf of the City may not post content to the City's social media profiles or engage in social networking activities related to publishing the City's business during personal time. All social media activity must be made as part of the Employees regular work activity.

An important part of social media use is restraint. While the City desires to inform the community of the City's business, the City is not entering into a debate or discourse with those reading the social media profile. As such, "commenting," "liking," or "non-liking" of a post or comment by any other person is not permitted except in the following limited circumstances:

- An authorized employee may respond to a comment when the employee is providing contact information to the commenter to seek or provide further information.
- An employee may respond to a comment or post to direct the poster to the City's website or to a previous social media post by the City.

The employee's name and title should be made available in the responsive comment.

d. Reporting/Removal of Social Media Activity

A post, like, or comment by a member of the public on any City social media profile is the opinion of the commentator or poster only. Publication of a user's post, a like, or a comment does not imply endorsement of, or agreement by, the City or reflect the opinions or policies of the City or any of its employees or officials. The City assumes no liability for any comment, like, or post made by another person.

The general position of the City is to use social media that promotes one-way communication from the City to the public or to fully disable or disallow commenting on the City's social media posts and to make clear the social media platform used is merely reserved for government speech to allow municipal officials to post notices and information.

If a forum allowing for two-way or multi-way communication is created, then an authorized employee may, with the approval of the Department Head or designee, regulate comments or posts made by other persons on the City's social media profile as provided herein. The City requires authorized employees to immediately notify the Department Head or designee if there is any posted material that may violate this policy, violates the terms of use of the social media provider, is illegal, or that potentially infringes the copyrights or other rights of any persons. The Department Head or designee will investigate and address the potential violation. If the comment or post violates the terms of use established by the social media provider, then the authorized employee may notify the social media provider and report the post or comment. If a comment or post demonstrates or incites unlawful behavior, then the authorized employee may notify law enforcement authorities. If the comment or post contains any of the following content, the comment may be subject to removal, shielding or other restriction by the City:

- Obscene or profane content;
- Content that is threatening or incites violence;
- Solicitation of commerce, including but not limited to, advertising of any non-City- related event, or business or product for sale;
- Conduct in violation of any federal, state or local law;
- Content that promotes, fosters or perpetuates unlawful activity;
- Content that infringes the intellectual property rights of others;
- Content that is malicious or harmful software or malware.

The City should not deny access to the City's social media profile for any individual who violates the City's social media policy. The social media provider may, relying on their terms and conditions

and their discretion, block a user or remove content in violation of the terms and conditions, and nothing herein is intended to constrain the social media provider from such actions.

e. Record Retention

The City must retain all social media content published by the City for the purposes of public records retention as may be required by applicable law. Records required to be maintained pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the record and is accessible. Any content removed by the City based on these guidelines must be retained in accordance with the applicable retention schedule including the time, date and identity of the poster, when available.

f. Open Meetings Law Compliance

All conduct by officials serving on a governmental body must comply with Wisconsin's Open Meetings Law. Officials should refrain from discussing business or action of the governmental body with one another through, or while using, social media. Authorized employees publishing on the City's social media profile should not engage officials serving on a governmental body through, or when engaging in, the City's social media activity.

g. Employee Personal Conduct

Like other members of the community, employees may use social media profiles not belonging to the City for the employee's personal social media purposes. Employees must recognize that most uses of personal social media are still part of the public domain regardless of privacy settings and are easily replicated and published.

An employee's personal social media profile or use must remain personal in nature and not be used to share the City's official government positions or views. In addition, employees should never use their City e-mail account, login, or passwords in conjunction with a personal social media profile. Regardless of whether an employee identifies on a personal social media account that the employee works for the City, employment with the City is public record and members of the public may associate the employee with the City. As such, employees must exercise care, discretion and restraint when posting and commenting on social media as personal views can be tied back to employment with the City.

Employees posting personal content on social media must follow these guiding principles:

- When commenting or posting on matters pertaining to the City, the employee must make clear to other persons that the employee is speaking as a private citizen and not as an employee of the City.
- Pause and think before posting with the understanding that postings are widely accessible, easily shared and replicated, and not easily retractable.
- Personal activity must comport with the City's policies, directives, and expectations.
- Personal activity is the personal responsibility of the employee, including the consequences that flow from such activity.

Nothing in this policy is meant to prevent an employee from exercising his or her right to make a complaint of unlawful *discrimination* or other workplace misconduct through the proper processes, to engage in lawful protected concerted activity, or to express a personal opinion on a matter of public concern which may be balanced against the interests of the City.

h. Compliance with Policy

The City reserves the right to monitor and analyze social media use to ensure compliance with policy, directives, and expectations, to evaluate use, and to recommend and implement changes to use of social media, among other legitimate government interests. Failure to comply with this policy by any employee may result in disciplinary action up to and including termination of employment. Failure to comply with this policy by any officeholder may result in pursuit of any lawful action against any official in violation of policy.

DRAFT



M E M O R A N D U M

DATE: Tuesday, April 18, 2023
TO: Chairperson Erickson and Members of the Finance and Personnel Committee
FROM: Joseph L. Wenninger, Information Systems Director
RE: Data Center UPS Replacement and Switch Closet UPS Upgrades

I am looking for Finance and Personnel Committee approval to expend up to \$38,000 to replace the UPS unit in the data center and lower end UPS units/accessories in data closets throughout the City. The data center unit will be purchased from Access, Inc. and the lower end units/accessories from various current sources providing the lowest cost. Funding for this purchase was approved in Information Systems 2023 Capital Equipment Budget.

The majority of the expenditure is to replace the current floor standing unit in the production data center which was purchased in 2010 and has reached End of Life. Information Systems staff developed and distributed a brief RFQ in mid-February resulting in the receipt proposals from Access Inc of Neenah for \$29,739.24 and Quality Power Supply of Madison for \$23,058.00. The decision to select the higher cost proposal from Access, Inc. was based on the following factors:

| Description | Access, Inc | Quality Power Supply |
|--|---------------------------|----------------------|
| Make | Liebert | Toshiba |
| Size | 10kVA,/9.0 kW | 8kVA,/6.8kW |
| Future Expansion | Yes. To 15kVA | No |
| Warranty/Maintenance | 5 year | 3 year |
| Surge Protection | Yes | No |
| Power Distribution Units - Vertical | 4.9kW, Monitoring Enabled | 3.8kW, No Monitoring |
| Power Distribution Units - Horizontal | 4.9kW, Monitoring Enabled | 1.8kW, No Monitoring |

The purchase of the lower end units and network cards will be made from current vendors such as CDW-G, Amazon, Newegg, etc. based on low price at the time of the purchase. These purchases are anticipated to be in the \$7,750 - \$8,000 range and will consist of 15 networks cards, 5 replacement units and 5 batteries.

If you have any questions regarding this request, please feel free to reach out to me, else I will be available at the April 24th, 2023, Finance and Personnel Committee meeting. Thanks.



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

M E M O R A N D U M

DATE: Tuesday, April 18, 2023
TO: Chairperson Erickson and Members of the Finance and Personnel Committee
FROM: Joseph L. Wenninger, Information Systems Director
RE: Use of Technology & Communications Systems Policy

I am requesting that the Finance and Personnel Committee recommend that the attached policy be adopted by Council.

As part of the Cybersecurity Initiative, Information Systems will be reviewing all technology policies to ensure they are applicable in today's environment and bringing all modified and new policies forward for Council adoption.

The first of these policies is the "Use of Technology & Communications Systems" policy which replaces the current "Electronic Information Systems" policy last updated in April of 2016 and the "Internet and E-Mail" policy last updated in March of 2018.

If you have any questions regarding this request, please feel free to reach out to me, else I will be available at the April 24th, 2023 Finance and Personnel Committee meeting. Thanks.

City of Neenah
Use of Technology & Electronic Communications Systems Policy

I. Use of Technology

a. Purpose

To better serve our citizens and give our workforce the best tools to do their jobs, the City of Neenah, Wisconsin (the "City") has adopted and utilizes various forms of technology for the purposes of conducting official business. Technology the City provides its employees includes, but is not limited to, the City's computers, networks, programs, internet, software, hardware, data, telephones (including cellular and landline), voicemail, fax machines, e-mail, pagers, instant messaging, Internet, Intranet, and other technology or electronic sources capable of sending, receiving, or storing electronic communications (collectively "technology").

The City encourages the use of technology because it provides employees with efficient and effective tools to carry out their job duties for the City and, in doing so, allows the City to better serve the public. However, inappropriate usage of the City's technology can adversely affect the City, interfere with the work of its employees, increase its costs, and even expose the City to damage, liability, and security risks. All technology provided by the City is the property of the City and is provided to employees for the sole purpose of conducting and facilitating official business of the City.

Employees utilizing the City's technology shall have no expectation of privacy in regards to any use of such technology. For purposes of this policy, "use" includes, but is not limited to, any storage, transmission, retrieval, creation, downloading, uploading, and deletion of communications, data, software, files, or other items involving or requiring the use or access of City technology, whether from an on-site or off-site location, whether utilizing a device owned by the employee (i.e., personal laptop, personal tablet, etc.), or otherwise. An employee's use of the City's technology constitutes acceptance of the City's monitoring and disclosure of such use. Use of the City's technology can be limited by the City at any time for any reason. The City may consent to the disclosure of information from use of technology or any other property, the City may consent or authorize a law enforcement agency to search or review the City's technology, and the City may use such information for the City's intentions and purposes.

No written policy can list every conceivable circumstance that relates to proper use. The City's employees are considered to be professionals who are expected to exercise responsible professional judgment and act in the interests of the City. The City has complete and sole discretion to determine whether any use is inappropriate, even if the use is not expressly prohibited or addressed in this policy or rules. The City may ask employees to stop any use it believes is improper. In addition, the City may block access to any use or content it believes is not appropriate. Employees who do not adhere to this policy may be disciplined, which can include restriction of use, restriction of technology use, or discipline up to and including termination and pursuit of any criminal or civil liability.

This policy applies to all of the City's employees, appointed and elected officeholders, and volunteers. When the term employee is used herein, the rules and expectations of conduct apply to these other users.

b. Procedures

1. Access and Authority

- a. Each Department Head shall determine which employees in their department shall have access to City-owned and City-provided technology, based on business practices and necessity, and who shall have authority to communicate on behalf of the City through the utilization of and access to such technology.

- b. The provisions of this policy shall apply to the use of City-owned/provided technology.
- c. City-owned/-provided technology may be removed from City premises solely for City work-related purposes pursuant to prior authorization from the Department Head.

2. Prohibited Uses of Municipality-Owned/-Provided Technology

- a. Employees are prohibited from engaging in the following activities while using technology that is owned or provided by the City:
 - i. Engaging in personal, non-City related activities, including activities for gain or profit (e.g., consulting for pay or advertising or selling goods or services for personal gain), except as otherwise allowed under #3 below;
 - ii. Copying, disseminating, or printing copyrighted or other protected materials, which can include articles, images, games, and other software, in violation of the law;
 - iii. Accessing, sending, soliciting, displaying, printing, or otherwise disseminating material that is reasonably likely to harass, threaten, or embarrass others or that is obscene, defamatory, discriminatory, fraudulent, or otherwise inappropriate in a professional environment;
 - iv. Searching for, accessing, or transmitting content that is reasonably likely to be perceived as offensive or disparaging of others, including content that is sexually explicit, profane, pornographic, disrespectful, disparaging based on race, national origin, sex, sexual orientation, age, disability, religious, or political beliefs or any other legally protected basis;
 - v. Engaging in illegal activities or using the technology for any illegal purposes, including initiating or receiving communications that would violate any laws or regulations;
 - vi. Engaging in activities that interfere with or disrupt the work of other employees or which are otherwise contrary to the City's business interests;
 - vii. Except as specifically authorized, gaining access by using any access control mechanism (e.g., login name, password, etc.) not assigned to the user, or permitting anyone to have access by using another person's access control mechanism;
 - viii. Unless first authorized by the City's I.S., downloading, transferring to or from, or deleting software or data from technology. Employees must never install downloaded software to networked storage devices without the assistance and approval of I.S. or other appropriate personnel.
 - ix. Unless first authorized by the City's I.S., disabling, tampering with, or otherwise adjusting any anti-virus, anti-malware, or other similar software installed on the City's technology.
 - x. Engaging in any transaction or other conduct that, if done through other means other than through the use of technology, would not be authorized or lawful.

If an employee has a question about whether a particular use of the City's technology is proper, then he or she should consult his or her Department Head before engaging in such use.

3. Personal Use

- a. Except as otherwise stated herein, technology is provided by the City for business use during City time. Limited, occasional, or incidental use of technology for personal non-business purposes is permitted as set forth below:
 - i. Personal use must be limited to unpaid breaks, lunch or immediately before/after work;
 - ii. Personal use must not interfere with the productivity of the employee or his or her co-workers;
 - iii. Personal use must not involve any prohibited activity (see Section 1.b.2 above);
 - iv. Personal use must not consume system resources or storage capacity on an ongoing basis
 - v. Personal use must not involve large file transfers or otherwise deplete system resources available for business purposes;

- vi. Personal use is merely incidental to the primary use of personal resources available to the employee such as a personal cell phone or personal tablet or computer with personal internet access.

4. Access to Municipality-Owned/Provided Technology

- a. Employees utilizing City-owned/-provided technology shall have no expectation of privacy in regards to use of such technology. An employee's use of the City's technology constitutes acceptance of the City's monitoring and disclosure of such use. Use of City's technology can be limited by the City at any time for any reason. The City may consent to the disclosure of information from use of technology or any other property, the City may consent or authorize a law enforcement agency to search or review the City's technology, and the City may use such information for its intentions and purposes, including in the investigation or prosecution of criminal activity.

II. Electronic Communications System

a. Purpose

In addition to providing employees with technology, as defined above, the City provides employees with access to various means of electronic communication so they may better perform their job-related duties (e.g., e-mail, instant messaging, chat, Internet, Intranet, cell phones, pagers, etc.). The City's electronic communications system includes all messages and data sent through or received through the City's networks or technology either externally via the internet or internally and through the City's technology (collectively the "electronic communications system (e-system)").

The City's e-system is a valuable business asset. As such, appropriate usage by employees is critical.

Communications sent and received through the e-system which relate to official governmental business, regardless of whether sent /or received during the business day, may constitute records under Wisconsin's Public Records Law and, therefore, constitute property of the City. Additionally, other records, even personal in nature, may constitute records under Wisconsin's Public Records Law.

Employees shall have no expectation of privacy in their use of the City's e-system. The City reserves the right to monitor and/or access its e-system at any time and for any lawful reason. The use of such system constitutes an employee's consent to such monitoring and access, as well as compliance with this policy. Employees are prohibited from deleting any communication, document, or any other transmission of information deemed to constitute a public record under Wisconsin's Public Records Law. This prohibition applies to the deletion of public records contained on an employee's personal devices and accounts (e.g., laptops, cell phones, e-mail accounts, etc.). A safe rule of thumb for any employee is that the employee should presume any communication may be treated as a record for Public Records Law compliance purposes.

No written policy can list every conceivable circumstance that relates to proper use. The City's employees are considered to be professionals who are expected to exercise responsible professional judgment. The City has complete and sole discretion to determine whether any use or access is inappropriate, even if the use is not expressly prohibited or addressed in this policy or rules. The City may ask employees to stop any use it believes is improper under this policy. In addition, the City may block access to any content it believes is not appropriate. Employees who do not adhere to this policy may be disciplined, which can include restriction of internet use, restriction of technology use, or discipline up to and including termination.

b. Procedures

1. Appropriate Use of Electronic Communications System

- a. Electronic communications should be courteous, concise, focused and written or spoken in good business English. The same care should be used in drafting electronic communications as is used for drafting any other professional written communication. All electronic communications are unavoidably attributed to the City. When composing electronic communications, employees should keep in mind that personal comments may be perceived as comments made on behalf of the City.
- b. Employees are prohibited from engaging in the following activities while engaging in the use of the e-system:
 - i. Engaging in personal, non-City related activities, including activities for gain or profit (e.g., outside employment or business activity, consulting for pay or advertising or selling goods or services for personal gain), except as otherwise allowed under #2 below;
 - ii. Using your City e-mail address as part of login credentials and/or as a method for electronic communications relating to websites not related to City business.
 - iii. Using another individual's e-system account(s) without authorization or falsely holding one's self out as another individual through the use of the e-system;
 - iv. Accessing another individual's e-system account without prior authorization or permitting an unauthorized individual access to an e-system.
 - v. Engaging in any of the activities outlined in I.b.2 above.

If an employee has a question about whether a particular use of the City's e-system is proper, then he or she should consult his or her Department Head before engaging in such use.

2. Personal Use

- a. The City allows limited, occasional, or incidental personal use of its electronic communications system during lunch, breaks or immediately before or after work, subject to the following conditions and restrictions:
- b. Personal use must not:
 - i. Involve any prohibited activity (see II.b.1.b above);
 - ii. Interfere with the productivity of the employee or co-workers;
 - iii. Consume system resources or storage capacity on an ongoing basis; or
 - iv. Involve large file transfers or otherwise deplete system resources available for City business purposes.
 - v. Incur charges or otherwise violate the terms and conditions of the contract associated with the e-system (e.g., sending pictures when a cell phone does not provide for a data package, sending too many text messages in a particular month or period, calling a phone number outside of a telephone plan, etc.).

3. Monitoring and Accessing the Use of the E-system

- a. Communications sent or received through the e-system are subject to monitoring, access, auditing, interception, and disclosure by the City at the City's sole discretion and as permitted by law. As such, no expectation of privacy shall apply to such use, including when such use is for the transmission or receipt of private or personal communications. All communications sent or received through the e-system may constitute a public record under Wisconsin's Public Records Law and, as a result, may be subject to disclosure under the law. Therefore, employees are prohibited from deleting any such communications so as to ensure compliance with the City's

retention requirements. To the extent possible, employees should avoid sending and receiving personal messages through the e-system, particularly when such messages are private or confidential in nature. If an internal communication is business related and confidential, consideration should be given as to whether it should be distributed personally or by a confidential routing envelope and not by e-mail or other electronic forms. If an external communication is business related and confidential, careful dissemination of such communication is required. To ensure careful dissemination of external, confidential communications, employees should consult their Department Head before sending the communication in question.

- b. Electronic communications may reside on the e-system in different recoverable forms (system backup, sent mail folders, spool queues, etc.). Employees should not assume that deleting a personal electronic communication removes all incidents of their existence. If there is a review of the information or an investigation, litigation, or other proceeding that requires or makes desirable the review or production of Employer records, it is likely that electronic communications will be requested and potentially disclosed.

III. Passwords and Encryption

- a. Access to certain technology and E-Systems may require the use of a log-in identification and password. All such log-in identifications and passwords may, upon request, be assigned to an employee or may be created by the employee using such technology.
- b. All Passwords shall be 14-character long passphrases consisting of upper- and lower-case characters, numeric characters and special characters.
- c. Whenever requested, employees are required to cooperate with the City for purposes of disclosing the log-in identification and password associated with technology. Log-in identifications and passwords constitute the property of the City and, thus, failure to cooperate with the disclosure of such information may subject an employee to discipline, as well as pursuit of criminal or civil liability. If necessary, Information Systems staff will assist the requesting party in accessing the employees' log-in credentials. Employees have no expectation of privacy in login identifications and passwords.
- d. Multi-Factor Authentication (MFA) shall be utilized whenever available.
- e. Unless otherwise authorized or consistent with this policy, employees are required to keep log-in identifications and passwords strictly confidential. Log-in identifications and passwords are never to be disclosed through nonconfidential sources such as over the telephone, through electronic communications, or otherwise posted in public areas.
- f. Unless otherwise authorized, employees are strictly prohibited from encrypting any data, software, files, or other information stored, received, sent, or otherwise transmitted on or through technology. Employees are likewise prohibited from installing any encryption software or programs on such technology. Employees with a business need to encrypt certain data, software, files, or other information are required to obtain written authorization from their Department Head before engaging in encryption.

IV. Record Retention Policy

a. Purpose

If related to official governmental business, all communications sent, received, stored, or transmitted on or through the E-Systems, whether through the use of technology owned or provided by the City or personal devices/accounts of a similar ilk, constitute public records under Wisconsin's Public Records Law. Likewise,

if related to governmental business, all data, documents, or other information created, stored, or transmitted through or on technology owned or provided by the City constitute public records under Wisconsin's Public Records Law. The retention and disclosure procedure, rules, and requirements surrounding such records are the same as those which apply to other records of the City.

This policy applies to all of the City's employees, appointed and elected officeholders, and volunteers. When the term employee is used herein, the rules and expectations of conduct apply to these other users.

b. Procedures

1. Per Wisconsin's Public Records Law, whether a particular communication, document, file, etc. constitutes a public record is determined by its content, not its format. Thus, any communication, document, file, etc. that relates to official government business constitutes a record under Wisconsin's Public Records Law. Communications, documents, files, etc. that relate to purely personal matters may nonetheless constitute a record, either in whole or in part, depending on the totality of circumstances. As such, employees are prohibited from deleting communications, documents, files, etc. from City-owned/-provided technology or the e-system without first obtaining authorization from the City's I.S. Likewise, because communications, documents, files, or other types of information that relate to official governmental business constitute records under the Public Records Law, the City reserves the right to monitor, access, audit, and disclose such communications, documents, files or other types of information to the extent permitted by law. Employees shall have no expectation of privacy with respect to such communications, documents, files, or other types of information, even if purely personal in nature, when using or accessing the City's technology or electronic communications system.
2. Employees have an on-going obligation to cooperate in the production, inspection, and disclosure of all records in their possession, regardless of where such records are located, stored, or otherwise maintained, including when a public record is stored on an employee's personal electronic device or account. For this reason, employees are strongly discouraged from storing or maintaining records on personal electronic devices or within personal electronic communication systems. Failure to avoid the storage or maintenance of public records on one's personal electronic device or electronic communications system may require the employee to permit inspection of such device or communication system by the City so that the City may fulfill its legal obligations under Wisconsin's Public Records Law.
3. The determination as to whether a particular document, communication, or other piece of information constitutes a public record shall be at the sole discretion of the Department's Legal Custodian. Likewise, the determination as to whether disclosure of a public record, either in whole or in part, is required under Wisconsin's Public Records Law shall be at the applicable discretion of the Department's Custodian, and if unclear the City Attorney.
4. If an employee has a question as to whether a particular document, communication, or other piece of information constitutes a record, or as to their obligations under this or the City's records retention policy, then the employee should contact their Department Head before taking any action with respect to such potential record.

V. Policy Violations

- a. Employees who do not adhere to this policy may be disciplined, which can include restriction of internet use, restriction of technology use, or discipline up to and including termination or removal from office. Severe violations of this policy may also subject an employee to civil liability and criminal prosecution.

**Use of Technology and Electronic Communication Policy
Employee Acknowledgement Form**

I acknowledge I have received the City of Neenah's (the "City's") Use of Technology and Electronic Communication Systems ("e-system") Policy ("Policy"). I acknowledge that it is my duty to fully review the *Policy* and to approach my direct supervisor or Department Head about anything I do not understand.

I understand and acknowledge that it is my responsibility to fully comply with the *Policy* as set forth therein, as well as any amended versions of the *Policy* that may be created and distributed by the City following my execution and submission of this Acknowledgement Form. I understand and acknowledge that the content of the *Policy* may be changed by the City at any time, with or without notice, to the extent permitted by law.

As an employee of the City, I acknowledge and understand the City e-system and technology are provided for conducting the City's business. While I understand that limited, occasional, or incidental personal use of the e-system and technology may occur under certain circumstances. I understand that all technology and all communications, data, software, hardware, or other files and information stored on, uploaded, downloaded, or transmitted during the use of or access to the e-system and any login information and passwords are the City's exclusive property, and that I have no expectation of privacy in my use of the e-system and technology. I agree not to use the e-system or technology in a way that is disruptive, offensive, or harmful to others or the City, or in manner that otherwise violates the Policies of the City or applicable laws. I agree not to use log-in names or passwords without authorization or access a file or retrieve any stored communication other than where authorized, and I agree to keep on file with my Department Head all passwords and log-in names that I have created. Should a password or log-in name not be on file, upon request, I agree to promptly provide my Department Head with the necessary password or log-in name. I agree not to copy, send, or receive confidential information without prior authorization from my immediate supervisor or Department Head.

I acknowledge I have no expectation of privacy in my use of the e-system or technology. I am aware that the City reserves and may exercise the right to monitor, review, audit, intercept, access, and disclose all matters on the City e-system and/or technology at any time. I am aware the City may exercise these rights without employee notice, and that such access may occur during or after working hours. I authorize access to the City or by it at any time or by others with the City's permission. I am aware that use of a log-in name, password, or encryption does not guarantee confidentiality or privacy or restrict the City's right to access the e-system or technology. I agree to fully cooperate with any search, audit, or inspection of technology or the e-system conducted by the City. I also agree to properly maintain all public records that are in my control or possession and stored on technology or on the e-system, and to promptly produce, disclose, or otherwise turn over any such record upon receiving a request from the City to do so.

In complying with the *Policy*, I will abide by all security procedures as set forth by the City's I.S. Department. I am aware that violations of the *Policy* may result in restriction of use, may subject me to disciplinary action, up to and including discharge from employment, and may subject me to civil or criminal liability.

I acknowledge I have read and that I understand the *Policy* and have been afforded an opportunity to ask questions regarding the *Policy*.

I have read and understand this Acknowledgement Form.

Signature of Employee/User

Date

Signature of Supervisor

Date

AFTER SIGNING THIS ACKNOWLEDGEMENT FORM, BRING THE ORIGINAL, EXECUTED COPY OF THIS FORM TO HUMAN RESOURCES FOR PLACEMENT IN THE PERSONNEL FILE.



M E M O R A N D U M

DATE: April 24, 2023
TO: Chairperson Erickson and Members of the Finance and Personnel Committee
FROM: Brad Schmidt, AICP, Deputy Director of Community Development
RE: Development Agreement – First Addition to The Homes at Freedom Meadows Subdivision

The Community Development Department, Department of Public Works and the Neenah Water Utility have negotiated a Development Agreement with Van Sistine Homes, LLC for the 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.

DOCUMENT NUMBER

DEVELOPMENT AND FEE AGREEMENT

THIS SPACE RESERVED FOR RECORDING DATA

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

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

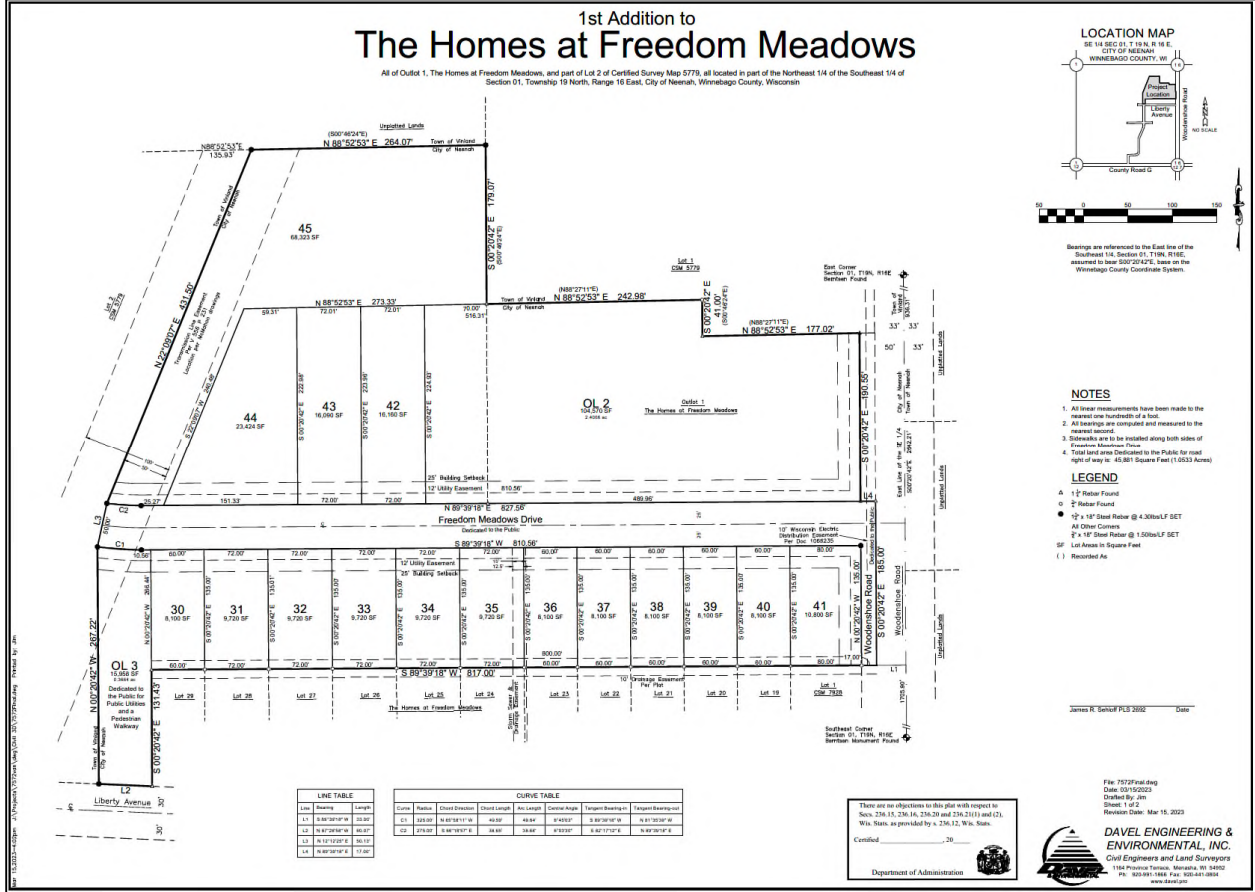


Exhibit 1 (continued)

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 (8.782 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, 871.00 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 Freedom Meadows, along said North 1/4 of said line, N87°05'00"W, 65.07 feet, then, along the East line of Lot 19, 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, N80°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, N88°52'05"E, 242.08 feet, thence, continuing along said Southern line, S00°29'42"E, 41.00 feet, thence, continuing along said Southern line, N88°52'05"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, 106.54 feet, thence, continuing along said West right-of-way line, N80°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, 166.00 feet to the Point of Beginning; subject to all easements 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, TDW 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
Drawn 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 |
-

| | |
|------------------------------------|--------------------|
| Total Fees Due Upon Billing | \$15,600.00 |
|------------------------------------|--------------------|

| | |
|---------------------------------|-------------|
| Land Sale: \$8,882/acre x 7.248 | \$64,376.74 |
|---------------------------------|-------------|

| | |
|--|--------------------|
| Due to City prior to signing Final Plat | \$64,376.74 |
|--|--------------------|

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) |
| Balance Due Developer for Public Storm Sewer Funded by Developer (estimated) | \$13,243.50 |

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.

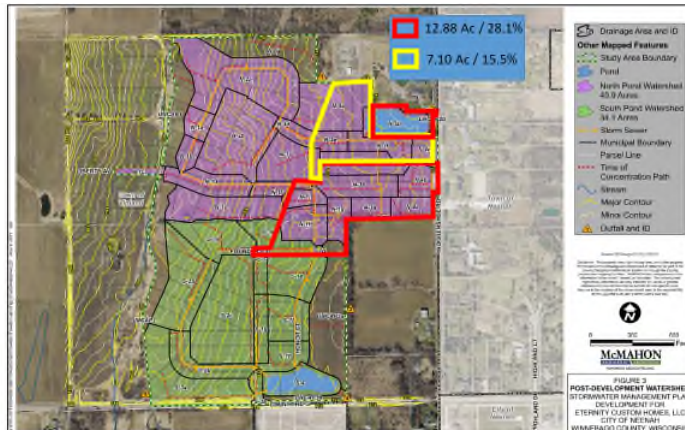


Exhibit 4
First Addition to The Homes at Freedom Meadows

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/> | | |
| | Total Prepayment/Escrow required | \$ 91,383.00 |

***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/> | | |
| | Total amount due | \$3,200.00 |

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 ¹) | \$ 3,940.75 |
| Installation Inspection Fee Due Department of Public Works (estimated) | \$ 2,000.00 |
| <hr/> | |
| Total Due at the time of billing | \$ 2,000.00 |

¹ Assumptions for Sanitary Sewer Reimbursement

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

Exhibit 8
First Addition to 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