



**City of Neenah**  
**COMMON COUNCIL AGENDA**  
 Wednesday, May 3, 2023 at 7:00pm  
 Neenah City Hall – 211 Walnut Street  
 Council Chambers

I. Roll Call and Pledge of Allegiance

**PRESENTATION OF EMPLOYEE RECOGNITION AWARDS:**

- **25 Year Milestone Anniversary**
  - Gina Durkin, Information Systems Department
  - Tony DiPiazza, Neenah-Menasha Fire Rescue
  - Jeff Ellis, Neenah-Menasha Fire Rescue
  - Greg Friedrich, Neenah-Menasha Fire Rescue
  - Brian Goldschmidt, Neenah-Menasha Fire Rescue
  - Tim Gonnering, Neenah-Menasha Fire Rescue
  - Jamie Leonard, Neenah-Menasha Fire Rescue
  - John Keesler, Police Department
  
- **35 Year Milestone Anniversary**
  - Marcia Anderson, Human Resources & Safety
  - Jeff Strohmeyer, Public Works Department
  
- **2022 Exemplary Performance Awards**
  - Andy Kahl, Finance Department
  - Marcia Anderson, Human Resources & Safety
  - Christine Maschke, Human Resources & Safety
  - Tara Ellis, Neenah-Menasha Fire Rescue
  - Jim Peglow, Neenah-Menasha Fire Rescue
  - Pamela Sabatke, Parks & Recreation
  - Michaela Bedora, Police Department
  - *Laurie Krueger, Police Department*
  - Adam Streubel, Police Department

**RECOGNITION OF RETIREMENTS:**

- Joe Olszewski, Neenah-Menasha Fire Rescue, 23 years, 2 months.

**PROCLAMATION OF MAY 13, 2023 AS LETTER CARRIERS' STAMP OUT HUNGER FOOD DRIVE DAY.**

- II. Introduction and Confirmation of Mayor's Appointment(s)
- A. Appoint Jacy Park to the Neenah Arts Council for a three-year term expiring April 2026.  
**(UC)**
  - B. *Re-appoint Robert Wedge and Gail Dolan as members of the Board of Appeals for a three-year term expiring January 2026.*

- C. *Appoint Jim Hemes as a member of the Board of Appeals for a three-year term expiring January 2026.*
  - D. Swearing in
- III. Approval of Council Proceedings
- A. Approval of the Council Proceedings of April 18, 2023 organizational and regular session. **(UC)**
- IV. Public Forum
- A. Speakers should give their name and residential address (not mailing address) and are allowed five minutes to speak on any topic.
- V. Mayor/Council consideration of public forum issues
- VI. Consent Agenda - None
- VII. Reports of standing committees
- A. Regular Public Services and Safety Committee meeting of April 25, 2023: (Chairperson Lendrum/Vice Chairperson Hillstrom) (Minutes can be found on the City web site)
    - 1. Committee recommends Council approve Ordinance 2023-07 to modify the Neenah Municipal Code to allow for continuity with state UDC code. **(RollCall-Pro)**
    - 2. Committee recommends Council approve enter into a contract with MSA Professional Services for their proposal to provide Phase II Hazardous Materials Investigation for the 2025 S. Commercial Street reconstruction project. **(RollCall-Pro)**
  - B. Regular Finance and Personnel Committee meeting of April 24, 2023: (Chairperson Erickson/Vice Chairperson S kyrms) (Minutes can be found on the City web site)
    - 1. Committee recommends Council approve the proposed “Social Media” policy for use by all departments of the City which host and administer any social media platforms. **(RollCall-Pro)**
    - 2. Committee recommends Council approve to expend up to \$38,000 to replace the UPS unit in the data center and lower the UPS units and 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. **(RollCall-Pro)**
    - 3. Committee recommends Council approve the proposed “Use of Technology and Communications Systems” policy. **(RollCall-Pro)**
    - 4. Committee recommends Council approve the First Addition to The Homes at Freedom Meadows Subdivision Development Agreement. **(Action of this item will take place under Board of Public Works)**
- VIII. Reports of special committees and liaisons and various special projects committees
- A. Regular Plan Commission meeting of April 25, 2023: (Council Rep Steiner) (Minutes can be found on the city web site)
    - 1. Information Only Item:

- a) The Commission approved a 2 lot CSM (Certified Survey Map) for the property located at 1495 Breezewood Lane subject to the CSM review letter.
- B. Board of Public Works meeting of April 25, 2023: (Vice Chairperson Hillstrom) (Minutes can be found on the city web site)
  - 1. Council Action Items:
    - a) The Board recommends Council approve the Development Agreement for First Addition to The Homes at Freedom Meadows Subdivision. **(RollCall-Pro)**
- C. Library Board
  - 1. Report from the Library Board – Alderperson Erickson
- D. Sustainable Neenah Committee
  - 1. Report from the Sustainable Neenah Committee – Alderperson Lendrum
- IX. Presentation of petitions
  - A. Any other petition received by the City Clerk’s Office after distribution of the agenda.
- X. Council Directives
- XI. Unfinished Business
- XII. New Business
  - A. Any announcements/questions that may legally come before the Council.
- XIII. Adjournment

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

## PROCLAMATION

### Letter Carriers' Stamp Out Hunger Food Drive Day

WHEREAS, every year on the second Saturday in May, letter carriers across the country collect non-perishable food as part of the nation's largest one-day food drive, distributing the donations to local food banks; and

WHEREAS, the Letter Carriers' Stamp Out Hunger Food Drive is just one example of how letter carriers work to make a difference in the lives of those they serve. Since the pilot drive was held in 1991, more than 1.82 billion pounds of food have been collected; and

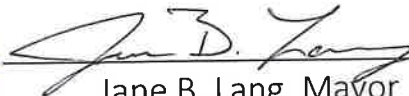
WHEREAS, we recognize all letter carriers for their hard work and their commitment to their communities. All of the food collected in our community stays in our community and we support carriers' efforts to help those in need in our community; and

WHEREAS, we also recognize the noteworthy milestone of 31 years that the National Letter Carrier Food Drive celebrates in 2023.

NOW, THEREFORE, BE IT RESOLVED, WE, the City Council of Neenah, Wisconsin, by the authority vested in us, do hereby proclaim this 13<sup>th</sup> day of May 2023, as "LETTER CARRIERS' FOOD DRIVE DAY" in the City and County of Winnebago, Wisconsin, and we encourage the citizens of our community to support the food drive by placing non-perishable food items in or near your mailbox on Food Drive Day. Your letter carrier will pick it up while delivering the mail – and together, we can all help to feed our hungry.

Signed and sealed this 13<sup>th</sup> day of May, 2023.



  
Jane B. Lang, Mayor  
Neenah, Wisconsin

# City of Neenah Application for Appointment



Name Jacu Parks  
 Address [Redacted]  
 City, ST Zip [Redacted]

Date 4/13/2023

Employer [Redacted]

Eve. Phone [Redacted]  
 E-mail [Redacted]

Day Phone Same

Fax N/A

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

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

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

President of the Doty Island Development Council  
 Please provide or attach a brief statement outlining your interest and qualifications for this appointment:

I enjoy being active in the community and making a positive impact.

The Neenah Arts Council seems to be a fun group of like-minded, community-forward people.

I've been involved in planning and executing community events for 10+ years.

Please Sign and Date: Jacu Parks 4/13/2023

Please return to the Neenah City Clerk's Office



## NEENAH COMMON COUNCIL PROCEEDINGS

### Organizational and Regular Meeting

Tuesday, April 18, 2023, at 7:00 p.m.

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in organizational and regular session at 7:00 p.m., April 18, 2023, in the Council Chambers of Neenah City Hall.

Present: Aldermen Borchardt, Hillstrom, Lendrum, Erickson, Weber, Skyrms, Steiner, and Stevenson, Director of Finance Rasmussen, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, City Attorney Rashid, and City Clerk Nagel. Alderman Boyette was absent.

Also Present: Director of Parks & Recreation Kading, Police Chief Olson, Assistant Police Chief Bernice, Police Captain Van Sambeek, Firefighter Mikkelson, and former Aldermanic District 1 Candidate Collins.

Mayor Lang called the meeting to order at 7:00 p.m.

Clerk Nagel called a voice roll call as the Mayor/Aldermen recorded their attendance in the RollCall-Pro System followed by the Pledge of Allegiance led by Council President Stevenson.

#### Swearing in Ceremony

Clerk Nagel administered the oath of office to newly elected First District Alderman Cari Lendrum, Second District Alderman Tami Erickson, and Third District Alderman Scott Weber for 3-year terms, all to expire April 2026.

#### ORGANIZATIONAL MEETING

**MSCRP Stevenson/Borchardt that Rules of Order of the previous Council be adopted as rules to govern this Council until modified by proper action of the Council, all voting aye.**

#### **Election of Council President:**

- **MSCRP by Lendrum/Erickson to nominate Alderman Skyrms for Council President. MSC by Steiner/Stevenson to nominate Alderman Borchardt. MSCRP Stevenson/Lendrum to close nominations.**
- Secret ballots were collected by both Clerk Nagel and Director Rasmussen. The votes were tallied at the center table in Council Chambers. The first vote resulted in a two-way tie vote: 4 votes for Borchardt, 4 votes for Skyrms.
- Mayor Lang advised she was given the options to break the tie vote City Attorney Rashid. The first alternative Mayor Lang enacted was a second secret ballot vote.
- The second round of secret ballots were collected by both Clerk Nagel and Director Rasmussen. The votes were tallied at the center table in Council Chambers. The second vote resulted in a two-way tie vote: 4 votes for Borchardt, 4 votes for Skyrms.
- Mayor Lang advised the options for a tie vote that were given to her by City Attorney Rashid. Mayor Lang opted not to break the tie herself but to let the Council decide on how they would like the tie broken.
- The consensus of the Council was to flip a coin. Alderman Stevenson provided a quarter for Clerk Nagel to flip. Alderman Stevenson also called that "heads" was assigned to Alderman Borchardt and "tails" was assigned to Alderman Skyrms.
- In the center of Council Chambers, Clerk Nagel flipped the coin as Director Rasmussen and Police Chief Olson looked on. Both Police Chief Olson and Director Rasmussen confirmed the result of the coin flip was "heads" meaning Alderman Borchardt was Council President.

#### **Mayor Lang's appointments to the Standing Committees, one-year terms expire April 2024:**

- Finance & Personnel Committee – Aldermen Erickson, Boyette, Skyrms, Steiner, and Council President Borchardt.
- Public Services & Safety Committee – Aldermen Lendrum, Hillstrom, Weber, Stevenson, and Council President Borchardt.

- Neenah-Menasha Fire Rescue Joint Finance & Personnel Committee - Council President Borchardt, Member of the Finance and Personnel Committee Alderman Boyette, and Alderman Stevenson.
- **MSCRP Stevenson/Skyrms confirm the Mayor's appointments, all voting aye.**

**Mayor Lang's appointments to the Special Council Committees, one-year terms expire April 2024:**

- Committee on Rules – Council President Borchardt, Aldermen Stevenson and Boyette.
- Legislative Review Committee – Herself as Mayor, Council President Borchardt, and Chairman of the Finance & Personnel Committee Erickson.
- **MSC Lendrum/Hillstrom to confirm the Mayor's appointments, pending the appointment of Alderman Erickson as Chairman of the Finance & Personnel Committee, all voting aye.**

Mayor Lang recessed the meeting at 7:19 p.m. to permit organizational meetings of the Standing / Special Committees.

Mayor Lang reconvened the Council at 7:29 p.m.

**Organizational Reports of the Standing / Special Committees:**

- Alderman Erickson reported that she had been appointed Chairman of the Finance and Personnel Committee and Alderman Skyrms had been appointed Vice Chairman. The Committee will meet on the Monday of the week prior to each Council meeting at 6:00 p.m. in Council Chambers.
- Alderman Ledrum reported that she had been re-elected Chairman of the Public Services & Safety Committee and Alderman Hillstrom had been re-elected as Vice Chairman. The Committee will continue to meet on the Tuesday of the week prior to each Council meeting at 6:30 p.m.
- Council President Borchardt reported that he had been elected Chairman of the Committee on Rules and Alderman Stevenson had been elected Vice Chairman. The Committee meets on call.
- Council President Borchardt reported that Alderman Stevenson was elected Chairman of the Legislative Review Committee and Council President Borchardt had been elected Vice Chairman. The Committee meets on call.

**Mayor Lang's Appointments:**

- Alderman Stevenson to the Appleton Redevelopment Authority (ARA) Exhibition Center Advisory Committee of the Appleton Redevelopment Authority. Term to expire December 2024.
- Alderman Lendrum and Alderman Hillstrom to the Board of Public Works for a one-year term to expire April 2024.
- Mayor Lang, Fire Chief Kloehn, City Attorney Rashid, Clerk Nagel, Director of Community Development & Assessment Haese, Director of Finance Rasmussen, Director of Public Works Kaiser, Director of the Water Utility Mach, Police Chief Olson, Director of Information Systems Wenninger, Director of Parks & Recreation Kading, Director of Library Services Hardina-Wilhelm, Director of Human Resources & Safety Fairchild, Alderman Boyette, Alderman Lendrum, Winnebago County Health Representative Doug Gieryn, School Superintendent Pfeiffer, and a Red Cross Representative to the Emergency Government Committee for a one-year term to expire April 2024.
- Dir. of Community Development Haese to the Fox Cities Tourism and Convention Bureau for a one-year term to expire April 2024.
- Alderman Skyrms as Council representative to the BID Board for a one-year term to expire April 2024.
- Alderman Erickson as a member of the Community Development Authority for a one-year term to expire April 2024.
- Dir. of Finance Rasmussen to Fox Cities Room Tax Commission for a one-year term to expire April 2024.

- Deputy Director of Community Development Schmidt to Fox Cities Room Tax Commission for a one-year term to expire April 2024.
- Alderman Erickson as Council representative to the Library Board for a one-year term expires April 2024.
- Pat Rosenak, Maeghan Johnson, Kurt Stein, Danielle Karls to the Neenah Arts Council for a three-year term expiring April 2026.
- Brent Bowman Director of Future Neenah and Kourtney Kositzke Education and Community Program Manager of Bergstrom-Mahler Museum of Glass to the Neenah Arts Council for two-year term expiring April 2025.
- Jodi Leslie Youth Services Librarian of Neenah Public Library to the Neenah Arts Council for an indefinite tenure non-voting member term.
- Aldermen Stevenson, Weber, and Council President Borchardt to the Liquor Licensing Review Subcommittee for a one-year term to expire in April 2024.
- Alderman Stevenson as representative on the Bergstrom Mahler Museum Board of Directors for a one-year term to expire April 2024.
- **MSCRPs/Skyrms/Borchardt to confirm the Mayor's appointments, all voting aye.**

**Council Appointments (Council President Stevenson):**

- Alderman Skyrms as Council representative to the Joint Review Board for a one-year term to expire April 2024.
- Alderman Weber as Council representative to the Landmarks Commission for a one-year term to expire April 2024.
- Alderman Boyette as Council representative to the Loan Assistance Board for a one-year term to expire April 2024.
- Alderman Tami Erickson as Council representative to the Neenah Arts Council for a one-year term to expire April 2024.
- Alderman Weber as Council representative to Park & Recreation Commission for a one-year term to expire April 2024.
- Alderman Steiner as Council representative to the Plan Commission for a one-year term to expire April 2024.
- Alderman Steiner as Council representative to the Water Works Commission for a one-year term to expire April 2024.
- Alderman Lendrum as Council representative to the Sustainable Neenah Committee for a one-year term to expire April 2024.
- **MSCRPs/Stevenson/Erickson to confirm the Council appointments, all voting aye.**

**REGULAR MEETING OF THE NEENAH COMMON COUNCIL**

- II. Introduction and Confirmation of Mayor's Appointment(s). **(None)**
- III. Approval of Council Proceedings
  - A. Approval of the Council Proceedings of April 5, 2023, regular session. **(UC)**  
**Seeing no objections, the Council Proceedings of April 5, 2023 was ordered approved as written by unanimous consent.**
- IV. Consent Agenda
  - A. Approve Temporary Class "B" Picnic License Application for the sale of fermented malt beverages and wine to Bergstrom-Mahler Museum Glass of Art Festival, 165 N Park Drive, to be held on August 11, 2023, and August 12, 2023. **(PSSC)**
  - B. Approve Temporary Extension of Licensed Premises to Richtergreene, LLC, for Greene's Pour House Block Party, 134 W Wisconsin Avenue, to be held on May 20, 2023. **(PSSC)**
  - C. Approve Street Use Permit for Bergstrom-Mahler Museum Glass Art Festival, 165 N Park Drive, to be held on August 11 and August 12, 2023. **(PSSC)**

- D. Approve Street Use Permit for the Community First Fox Cities Marathon, sponsored by Community First Credit Union, 1575 Dresang Way, to be held on September 16 and September 17, 2023. **(PSSC)**
- E. Approve Street Use Permit for the Future Neenah Farmers Market, sponsored by Future Neenah, 135 W Wisconsin Avenue, to be held on Saturdays from June 10, 2023, through October 14, 2023. **(PSSC)**
- F. Approve Street Use Permit for the Future Neenah Out to Lunch and Evening Concert Series, sponsored by Future Neenah, 135 W Wisconsin Avenue, to be held on Wednesdays starting June 21, 2023, and ending August 24, 2023, from 6:00 PM to 8:00 PM and Thursdays starting June 15, 2023, ending August 9, 2023, from 11:30 AM to 1:00 PM. **(PSSC)**
- G. Approve Street Use Permit for the Greene's Pour House Block Party, sponsored by Greene's Pour House, 134 W Wisconsin Avenue to be held on May 20, 2023. **(PSSC)**
- H. Approve Street Use Permit for the JDRF One Walk, sponsored by JDRF, 1800 Appleton Rd, Ste. 2, Menasha, to be held on May 20, 2023. **(PSSC)**
- I. Approve Street Use Permit for the Neenah-Menasha Memorial Day Parade, sponsored by Twin City Veterans, P.O Box 441, Menasha, to be held on May 29, 2023. **(PSSC)**
- J. Approve Street Use Permit for the Neenah Parks Kids Triathlon, sponsored by City of Neenah Parks & Recreation Department, 211 Walnut Street, to be held on August 5, 2023. **(PSSC)**
- K. Approve Street Use Permit for Udderly Euro, sponsored by Udderly Euro, 11901 Washington Green Road, Louisville KY, to be held on June 17, 2023. **(PSSC)**
- L. Approve Original "Class B" Combo Liquor & Beer License No. 38 to Urban Market Neenah, LLC., 201 W Wisconsin Avenue, Agent Spencer Anvelink. **(PSSC)**
- M. Approve Original Reserve "Class B" Combo Liquor & Beer License with a \$10,000 non-refundable deposit to David Pyszora, Pappa's Café, 1360 S Commercial Street, Agent David Pyszora. **(PSSC)**
- N. Approve Original Transfer License of Two Broke Girlz "Class B" Combo Liquor & Beer License to 2 Bullyz Bar, LLC., 430 Sherry Street, Agent Rosita Eisenach. **(PSSC)**
- O. **(UC)**

**Seeing no objections, the Consent Agenda for April 18, 2023 was ordered approved by unanimous consent.**

V. Reports of standing committees

- A. Regular Public Services and Safety Committee meeting of April 11, 2023: (Chairperson Lendrum/Vice Chairperson Hillstrom) (Minutes can be found on the city web site)
  - 1. Committee recommends Council approve the Neenah Police Department to enter into a new 5-year contract with Axon and approve the 2023 payment in the amount \$33,932.25 for year one of the contract using 2023 Budgeted Capital Funds. **(RollCall-Pro)**  
**MSRCP Lendrum/Hillstrom to approve as recommended by the committee, all voting aye.**
  - 2. Committee recommends Council approve the purchase of a 2024 International Tandem Patrol Truck utilizing the International chassis and the Monroe Truck equipment package from Packer City International Truck for \$251,302.00 with the funding coming from \$230,000.00 in the 2023 Capital Budget and the remainder to come from equipment fund balance. **(RollCall-Pro)**  
**MSRCP Lendrum/Borchardt to approve as recommended by the committee, all voting aye.**
  - 3. Committee recommends Council approve the purchase of two (2) 24-foot ceiling fans from Black Gold Environmental Services for \$11,681.00 and to approve electrical and fire system work to be done to install the ceiling fans not to exceed

an amount of \$3,250.00 with the funding source being \$15,000.00 of the 2023 Capital Facility Budget. **(RollCall-Pro)**  
**MSRCP Lendrum/Weber to approve as recommended by the committee, all voting aye.**

4. Committee recommends Council approve the purchase of the Polara APS System from TAPCO for \$15,422.00, utilizing 2023 CIP account 012-4776-743-0236 with the intent to be reimbursed by Community Development Block Grant to the Public Infrastructure fund balance. **(RollCall-Pro)**  
**MSRCP Lendrum/Borchardt to approve as recommended by the committee, all voting aye.**

- B. Regular Finance and Personnel Committee meeting of April 10, 2023: (Chairperson Erickson/Vice Chairperson Skyrms) (Minutes can be found on the city web site)
  1. Meeting was cancelled, no report.


VI. Reports of special committees and liaisons and various special projects committees

- A. Regular Plan Commission meeting of April 11, 2023: (Council Rep Steiner) (Minutes can be found on the City web site)
  1. Commission recommends Council approve the Final Plat for the First Addition to the Homes at Freedom Meadows subdivision. **(RollCall-Pro)**  
**MSRCP Steiner/Stevenson to approve as recommended by the commission, all voting aye.**
  2. Commission recommends Council accept and place on file the Neenah Next Downtown Master Plan. **(RollCall-Pro)**  
**MSRCP Steiner/Skyrms to approve as recommended by the commission, all voting aye.**
- B. Board of Public Works meeting of April 12, 2023: (Vice Chairperson Hillstrom) (Minutes can be found on the City web site)
  1. Council Action Items:
    - a) The Board recommends Council approve Contract 10-23, City Hall and Market Place Parking Lot Resurfacing, 2" Mat Overlay in Freedom Acres, Home of Freedom Acres, and Library Bump Out, to Northeast Asphalt Inc., Greenville, in an amount of \$347,995.00 **(RollCall-Pro)**  
**MSRCP Hillstrom/Stevenson to approve as recommended by the Board of Public Works, all voting aye.**

VII. Adjournment

**MSRCP Stevenson/Steiner to adjourn, all voting aye. Meeting adjourned at 8:14 PM.**

Respectfully submitted,



Charlotte K. Nagel  
City Clerk

**NEENAH COMMON COUNCIL MINUTES**  
**Organizational and Regular Meeting**  
Tuesday, April 18, 2023, at 7:00 p.m.

The Common Council of the City of Neenah, Winnebago County, Wisconsin, met in organizational and regular session at 7:00 p.m., April 18, 2023, in the Council Chambers of Neenah City Hall.

Present: Aldermen Borchardt, Hillstrom, Lendrum, Erickson, Weber, S kyrms, Steiner, and Stevenson, Director of Finance Rasmussen, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, City Attorney Rashid, and City Clerk Nagel. Alderman Boyette was absent.

Also Present: Director of Parks & Recreation Kading, Police Chief Olson, Assistant Police Chief Bernice, Police Captain Van Sambeek, Firefighter Mikkelson, and former Aldermanic District 1 Candidate Collins.

Mayor Lang called the meeting to order at 7:00 p.m.

Clerk Nagel called a voice roll call as the Mayor/Aldermen recorded their attendance in the RollCall-Pro System followed by the Pledge of Allegiance led by Council President Stevenson.

**Swearing in Ceremony**

Clerk Nagel administered the oath of office to newly elected First District Alderman Cari Lendrum, Second District Alderman Tami Erickson, and Third District Alderman Scott Weber for 3-year terms, all to expire April 2026.

**ORGANIZATIONAL MEETING**

**MSCR P Stevenson/Borchardt that Rules of Order of the previous Council be adopted as rules to govern this Council until modified by proper action of the Council, all voting aye.**

**Election of Council President:**

- **MSCR P by Lendrum/Erickson to nominate Alderman S kyrms for Council President. MSC by Steiner/Stevenson to nominate Alderman Borchardt. MSCRP Stevenson/Lendrum to close nominations.**
- Secret ballots were collected by both Clerk Nagel and Director Rasmussen. The votes were tallied at the center table in Council Chambers. The first vote resulted in a two-way tie vote: 4 votes for Borchardt, 4 votes for S kyrms.
- Mayor Lang advised she was given the options to break the tie vote City Attorney Rashid. The first alternative Mayor Lang enacted was a second secret ballot vote.
- The second round of secret ballots were collected by both Clerk Nagel and Director Rasmussen. The votes were tallied at the center table in Council Chambers. The second vote resulted in a two-way tie vote: 4 votes for Borchardt, 4 votes for S kyrms.
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- The consensus of the Council was to flip a coin. Alderman Stevenson provided a quarter for Clerk Nagel to flip. Alderman Stevenson also called that “heads” was assigned to Alderman Borchardt and “tails” was assigned to Alderman S kyrms.
- In the center of Council Chambers, Clerk Nagel flipped the coin as Director Rasmussen and Police Chief Olson looked on. Both Police Chief Olson and Director Rasmussen confirmed the result of the coin flip was “heads” meaning Alderman Borchardt was Council President.

**Mayor Lang’s appointments to the Standing Committees, one-year terms expire April 2024:**

- Finance & Personnel Committee – Aldermen Erickson, Boyette, S kyrms, Steiner, and Council President Borchardt.
- Public Services & Safety Committee – Aldermen Lendrum, Hillstrom, Weber, Stevenson, and Council President Borchardt.

- Neenah-Menasha Fire Rescue Joint Finance & Personnel Committee - Council President Borchardt, Member of the Finance and Personnel Committee Alderman Boyette, and Alderman Stevenson.
- **MSCRIP Stevenson/Skyrms confirm the Mayor's appointments, all voting aye.**

**Mayor Lang's appointments to the Special Council Committees, one-year terms expire April 2024:**

- Committee on Rules – Council President Borchardt, Aldermen Stevenson and Boyette.
- Legislative Review Committee – Herself as Mayor, Council President Borchardt, and Chairman of the Finance & Personnel Committee Erickson.
- **MSC Lendrum/Hillstrom to confirm the Mayor's appointments, pending the appointment of Alderman Erickson as Chairman of the Finance & Personnel Committee, all voting aye.**

Mayor Lang recessed the meeting at 7:19 p.m. to permit organizational meetings of the Standing / Special Committees.

Mayor Lang reconvened the Council at 7:29 p.m.

**Organizational Reports of the Standing / Special Committees:**

- Alderman Erickson reported that she had been appointed Chairman of the Finance and Personnel Committee and Alderman Skyrms had been appointed Vice Chairman. The Committee will meet on the Monday of the week prior to each Council meeting at 6:00 p.m. in Council Chambers.
- Alderman Ledrum reported that she had been re-elected Chairman of the Public Services & Safety Committee and Alderman Hillstrom had been re-elected as Vice Chairman. The Committee will continue to meet on the Tuesday of the week prior to each Council meeting at 6:30 p.m.
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- Council President Borchardt reported that Alderman Stevenson was elected Chairman of the Legislative Review Committee and Council President Borchardt had been elected Vice Chairman. The Committee meets on call.

**Mayor Lang's Appointments:**

- Alderman Stevenson to the Appleton Redevelopment Authority (ARA) Exhibition Center Advisory Committee of the Appleton Redevelopment Authority. Term to expire December 2024.
- Alderman Lendrum and Alderman Hillstrom to the Board of Public Works for a one-year term to expire April 2024.
- Mayor Lang, Fire Chief Kloehn, City Attorney Rashid, Clerk Nagel, Director of Community Development & Assessment Haese, Director of Finance Rasmussen, Director of Public Works Kaiser, Director of the Water Utility Mach, Police Chief Olson, Director of Information Systems Wenninger, Director of Parks & Recreation Kading, Director of Library Services Hardina-Wilhelm, Director of Human Resources & Safety Fairchild, Alderman Boyette, Alderman Lendrum, Winnebago County Health Representative Doug Gieryn, School Superintendent Pfeiffer, and a Red Cross Representative to the Emergency Government Committee for a one-year term to expire April 2024.
- Dir. of Community Development Haese to the Fox Cities Tourism and Convention Bureau for a one-year term to expire April 2024.
- Alderman Skyrms as Council representative to the BID Board for a one-year term to expire April 2024.
- Alderman Erickson as a member of the Community Development Authority for a one-year term to expire April 2024.
- Dir. of Finance Rasmussen to Fox Cities Room Tax Commission for a one-year term to expire April 2024.
- Deputy Director of Community Development Schmidt to Fox Cities Room Tax Commission for a one-year term to expire April 2024.

- Alderman Erickson as Council representative to the Library Board for a one-year term expires April 2024.
- Pat Rosenak, Maeghan Johnson, Kurt Stein, Danielle Karls to the Neenah Arts Council for a three-year term expiring April 2026.
- Brent Bowman Director of Future Neenah and Kourtney Kositzke Education and Community Program Manager of Bergstrom-Mahler Museum of Glass to the Neenah Arts Council for two-year term expiring April 2025.
- Jodi Leslie Youth Services Librarian of Neenah Public Library to the Neenah Arts Council for an indefinite tenure non-voting member term.
- Aldermen Stevenson, Weber, and Council President Borchardt to the Liquor Licensing Review Subcommittee for a one-year term to expire in April 2024.
- Alderman Stevenson as representative on the Bergstrom Mahler Museum Board of Directors for a one-year term to expire April 2024.
- **MSCR P S kyrms/Borchardt to confirm the Mayor's appointments, all voting aye.**

**Council Appointments (Council President Stevenson):**

- Alderman S kyrms as Council representative to the Joint Review Board for a one-year term to expire April 2024.
- Alderman Weber as Council representative to the Landmarks Commission for a one-year term to expire April 2024.
- Alderman Boyette as Council representative to the Loan Assistance Board for a one-year term to expire April 2024.
- Alderman Tami Erickson as Council representative to the Neenah Arts Council for a one-year term to expire April 2024.
- Alderman Weber as Council representative to Park & Recreation Commission for a one-year term to expire April 2024.
- Alderman Steiner as Council representative to the Plan Commission for a one-year term to expire April 2024.
- Alderman Steiner as Council representative to the Water Works Commission for a one-year term to expire April 2024
- Alderman Lendrum as Council representative to the Sustainable Neenah Committee for a one-year term to expire April 2024.
- **MSCR P Stevenson/Erickson to confirm the Council appointments, all voting aye.**

Mayor Lang addressed the Council with a year in review. Mayor Lang thanked the Alderman for their legacy of dedication to the City of Neenah, especially Former Council President Stevenson who is the epitome of commitment to the city and an inspiration to those who have been fortunate to work with him. This has truly been a year of transitions with the hiring of four new directors of the staff; City Attorney Rashid, Director of Human Services and Safety Fairchild, Director of Finance Rasmussen, and Library Director Hardina-Wilhelm. Mayor Lang talked about the work culture initiative to determine if appropriate city values are being practiced. Values such as integrity, dedication, service, and professionalism. Mayor Lang touched on completed or near completed projects such as the Jewelers Mutual Trail, Solaris Apartments, 201 W. Wisconsin Avenue Apartments, and the development of the Arrowhead District. The city is celebrating its 150<sup>th</sup> anniversary in which there are many exciting activities scheduled throughout the year to celebrate this wonderful community we call home. It is an honor to work alongside all the elected officials and staff and Mayor Lang looks forward to another successful year working together to do our best to serve the City of Neenah with the shared goals and driving motivations of integrity, compassion, and dedication that creates a positive difference for generations to come.

**REGULAR MEETING OF THE NEENAH COMMON COUNCIL**

- II. Introduction and Confirmation of Mayor's Appointment(s). **(None)**
- III. Approval of Council Proceedings
  - A. Approval of the Council Proceedings of April 5, 2023, regular session. **(UC)**  
**Seeing no objections, the Council Proceedings of April 5, 2023 was ordered approved as written by unanimous consent.**

- IV. Public Forum
- A. Speakers should give their name and residential address (not mailing address) and are allowed five minutes to speak on any topic.  
Seeing no appearances Mayor Lang closed the Public Forum at 7:40 PM.
- V. Mayor/Council consideration of public forum issues
- VI. Consent Agenda
- A. Approve Temporary Class "B" Picnic License Application for the sale of fermented malt beverages and wine to Bergstrom-Mahler Museum Glass of Art Festival, 165 N Park Drive, to be held on August 11, 2023, and August 12, 2023. **(PSSC)**
- B. Approve Temporary Extension of Licensed Premises to Richtergreene, LLC, for Greene's Pour House Block Party, 134 W Wisconsin Avenue, to be held on May 20, 2023. **(PSSC)**
- C. Approve Street Use Permit for Bergstrom-Mahler Museum Glass Art Festival, 165 N Park Drive, to be held on August 11 and August 12, 2023. **(PSSC)**
- D. Approve Street Use Permit for the Community First Fox Cities Marathon, sponsored by Community First Credit Union, 1575 Dresang Way, to be held on September 16 and September 17, 2023. **(PSSC)**
- E. Approve Street Use Permit for the Future Neenah Farmers Market, sponsored by Future Neenah, 135 W Wisconsin Avenue, to be held on Saturdays from June 10, 2023, through October 14, 2023. **(PSSC)**
- F. Approve Street Use Permit for the Future Neenah Out to Lunch and Evening Concert Series, sponsored by Future Neenah, 135 W Wisconsin Avenue, to be held on Wednesdays starting June 21, 2023, and ending August 24, 2023, from 6:00 PM to 8:00 PM and Thursdays starting June 15, 2023, ending August 9, 2023, from 11:30 AM to 1:00 PM. **(PSSC)**
- G. Approve Street Use Permit for the Greene's Pour House Block Party, sponsored by Greene's Pour House, 134 W Wisconsin Avenue to be held on May 20, 2023. **(PSSC)**
- H. Approve Street Use Permit for the JDRF One Walk, sponsored by JDRF, 1800 Appleton Rd, Ste. 2, Menasha, to be held on May 20, 2023. **(PSSC)**
- I. Approve Street Use Permit for the Neenah-Menasha Memorial Day Parade, sponsored by Twin City Veterans, P.O Box 441, Menasha, to be held on May 29, 2023. **(PSSC)**
- J. Approve Street Use Permit for the Neenah Parks Kids Triathlon, sponsored by City of Neenah Parks & Recreation Department, 211 Walnut Street, to be held on August 5, 2023. **(PSSC)**
- K. Approve Street Use Permit for Udderly Euro, sponsored by Udderly Euro, 11901 Washington Green Road, Louisville KY, to be held on June 17, 2023. **(PSSC)**
- L. Approve Original "Class B" Combo Liquor & Beer License No. 38 to Urban Market Neenah, LLC., 201 W Wisconsin Avenue, Agent Spencer Anvelink. **(PSSC)**
- M. Approve Original Reserve "Class B" Combo Liquor & Beer License with a \$10,000 non-refundable deposit to David Pyszora, Pappa's Café, 1360 S Commercial Street, Agent David Pyszora. **(PSSC)**
- N. Approve Original Transfer License of Two Broke Girlz "Class B" Combo Liquor & Beer License to 2 Bullyz Bar, LLC., 430 Sherry Street, Agent Rosita Eisenach. **(PSSC)**
- O. **(UC)**  
**Seeing no objections, the Consent Agenda for April 18, 2023 was ordered approved by unanimous consent.**
- VII. Reports of standing committees
- A. Regular Public Services and Safety Committee meeting of April 11, 2023: (Chairperson Lendrum/Vice Chairperson Hillstrom) (Minutes can be found on the city web site)
1. Committee recommends Council approve the Neenah Police Department to enter into a new 5-year contract with Axon and approve the 2023 payment in the

amount \$33,932.25 for year one of the contract using 2023 Budgeted Capital Funds. **(RollCall-Pro)**

**MSRCP Lendrum/Hillstrom to approve as recommended by the committee, all voting aye.**

2. Committee recommends Council approve the purchase of a 2024 International Tandem Patrol Truck utilizing the International chassis and the Monroe Truck equipment package from Packer City International Truck for \$251,302.00 with the funding coming from \$230,000.00 in the 2023 Capital Budget and the remainder to come from equipment fund balance. **(RollCall-Pro)**

**MSRCP Lendrum/Borchardt to approve as recommended by the committee, all voting aye.**

3. Committee recommends Council approve the purchase of two (2) 24-foot ceiling fans from Black Gold Environmental Services for \$11,681.00 and to approve electrical and fire system work to be done to install the ceiling fans not to exceed an amount of \$3,250.00 with the funding source being \$15,000.00 of the 2023 Capital Facility Budget. **(RollCall-Pro)**

**MSRCP Lendrum/Weber to approve as recommended by the committee, all voting aye.**

4. Committee recommends Council approve the purchase of the Polara APS System from TAPCO for \$15,422.00, utilizing 2023 CIP account 012-4776-743-0236 with the intent to be reimbursed by Community Development Block Grant to the Public Infrastructure fund balance. **(RollCall-Pro)**

**MSRCP Lendrum/Borchardt to approve as recommended by the committee, all voting aye.**

Discussion: Alderman Lendrum clarified that this item is a programable audible pedestrian signal that will be installed at the intersections of Bell St./Commercial St. and Bell St./Marathon Ave. This will assist vision impaired resident with instructions on when it is clear to cross the street. The audible pedestrian signal is also programable so the city can customize the instructions appropriately.

- B. Regular Finance and Personnel Committee meeting of April 10, 2023: (Chairperson Erickson/Vice Chairperson Skyrms) (Minutes can be found on the city web site)

1. Meeting was cancelled, no report.

VIII. Reports of special committees and liaisons and various special projects committees

- A. Regular Plan Commission meeting of April 11, 2023: (Council Rep Steiner) (Minutes can be found on the City web site)

1. Commission recommends Council approve the Final Plat for the First Addition to the Homes at Freedom Meadows subdivision. **(RollCall-Pro)**

**MSRCP Steiner/Stevenson to approve as recommended by the commission, all voting aye.**

2. Commission recommends Council accept and place on file the Neenah Next Downtown Master Plan. **(RollCall-Pro)**

**MSRCP Steiner/Skyrms to approve as recommended by the commission, all voting aye.**

Discussion: Alderman Steiner complemented all those involved with Neenah Next Downtown Master Plan, especially the Department of Community

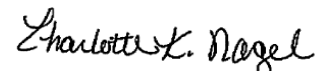
Development. The plan presents a nice vision for the future and provides a lot of helpful and useful information about the community. The plan is easy for everyone to follow.

Deputy Director of Community Development Brad Schmidt gave a brief overview of the Neenah Next Downtown Master Plan. The plan will be used as a guide for future development as well as redevelopment. The plan is meant to be a dynamic plan in which staff will continue to monitor and make adjustments as growth occurs and things change.

- B. Board of Public Works meeting of April 12, 2023: (Vice Chairperson Hillstrom) (Minutes can be found on the City web site)
1. Information Only Items:
    - a) The Board approved Pay Request No. 3 from Lunda Construction Company, Black River Falls, WI in the amount of \$154,083.25 for work completed at Arrowhead Park through March 31, 2023 utilizing approved budgeted 2021 CIP Carry Forward Funds.
    - b) The Board approved Change Order No. 2, Contract 11A-22, Water Service Replacement Reddin Avenue and Zemlock Avenue, Donald Hietpas & Sons Inc., Little Chute, to extend completion date to June 30, 2023.
    - c) The Board approved Change Order No. 3, Contract 11B-22, Water Service Replacement Hunt Avenue, Madison Street & Nicolet Boulevard, Carl Bowers & Sons Construction Co., Kaukauna, to extend completion date to June 30, 2023.
  2. Council Action Items:
    - a) The Board recommends Council approve Contract 10-23, City Hall and Market Place Parking Lot Resurfacing, 2" Mat Overlay in Freedom Acres, Home of Freedom Acres, and Library Bump Out, to Northeast Asphalt Inc., Greenville, in an amount of \$347,995.00 **(RollCall-Pro) MSRCP Hillstrom/Stevenson to approve as recommended by the Board of Public Works, all voting aye.**
- C. Reports on neighborhood groups.
1. Business Improvement District Board (BID Board) – Alderperson Skyrms
    - a) Report from the April 18, 2023 meeting
    - b) Hired Sparkle Wash to power wash the downtown sidewalks this spring.
    - c) Future Neenah Inc. will be celebrating 40 years this year. They will be opening two time capsules.
    - d) The holiday decorative snowflakes were ordered.
    - e) Gift certificate account was looked at in-depth. This account has been growing over the past years due to non-redeemed certificates. The non-redeemed certificates were identified, and a substantial amount of money will be transferred from the Future Neenah Inc. account to the BID account due to non-redeemed gift certificates.
    - f) Lions Tail Brewery 150<sup>th</sup> Anniversary commemorative beer is now available for purchase. The recipe was recreated from a brewery on Lake Street.
- D. Landmarks Commission
1. Report from the Landmarks Commission – Alderperson Steiner
    - a) Report from the April 12, 2023 meeting
    - b) 150<sup>th</sup> anniversary activities were discussed.

- c) Neenah Historical Society is helping to identify homes of early settlers that had a significant impact on the city to adorn a commemorative plaque in celebration of the 150<sup>th</sup> anniversary.
  - d) The voyager canoe trip is being planned. This is a history tour up and down the water. More details to follow.
- E. Parks & Recreation Commission
- 1. Report from the Park Commission – Alderperson Borchardt
    - a) Reporting for the upcoming April 20, 2023 meeting
    - b) Touch A Truck will be held May 3, 2023 from 10am-Noon at Memorial Park
    - c) Story Walk at Southview Park from May 6-24<sup>th</sup>. The book feature is “Llama, Llama, Red Pajama”.
    - d) Increasing pickleball courts was discussed. A few city tennis courts over the city have been reconfigured to pickleball courts. The Parks & Recreation Department did a study and Neenah is in line with neighboring communities on pickleball courts.
    - e) Pier at Arrowhead Park has started construction.
- IX. Presentation of petitions
- A. None.
- X. Council Directives – None.
- XI. Unfinished Business
- A. Alderman Steiner - 150 Anniversary Parade Float building commenced at the Old City Garage last weekend. Significant progress was made under the guidance of Pat Benson. A shoutout to Pat for all his guidance and help. Thanks also went out to those who contributed. The next step is the creative/decorative part. Anyone wishing to participate in decorative/creative process the tentative date is April 29<sup>th</sup> at the Old City Garage on Cecil Street. Mayor Lang thanked Alderman Steiner for his leadership on this project.
- XII. New Business
- A. Arrowhead Park Development Status Report. (Ald. Hillstrom)  
The Arrowhead Taskforce met on April 11, 2023 with Mike Bell of RDG showing the preliminary master plan. The information from the March open house, the on-line survey, along with ideas from the taskforce and Parks & Recreation Department were used to develop the preliminary pan. The plan showed utility, community, and destination buildings along with an amphitheater and gathering area at the east end of the park near the downtown area. The western half of the park was mostly prairie with winding trails. A finished plan with cost estimates is expected by the end of May.
  - B. Director Haese spoke on the coordination of a tour of the 201 W. Wisconsin Project with a tentative date of Monday, May 8, 2023 at 5:00 PM. An invitation will be coming out soon.
  - C. Mayor Lang reminded the Council of Aldermanic training on How to be an Effective Elected Official Thursday, April20, 2023 from 6:00-7:30 PM in Council Chambers.
- XIII. Adjournment
- MSCRP Stevenson/Steiner to adjourn, all voting aye. Meeting adjourned at 8:14 PM.**

Respectfully submitted,



Charlotte K. Nagel  
City Clerk

**CITY OF NEENAH**  
**PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES**  
**Tuesday, April 25, 2023, 6:30 PM**

**Present:** Alderpersons Borchardt, Hillstrom, Lendrum, Stevenson, and Weber

**Excused: NONE**

**Also Present:** Mayor Lang, Public Works Director Kaiser, Community Development Direct Haese, Police Chief Olson, Traffic Engineer Merten, and Public Works Office Manager Mroczkowski

Public Appearances:

**NONE**

Approval of Minutes of the Meeting of April 11, 2023

**Motion/Second/Carried by Hillstrom/Borchardt to approve the minutes of the Meeting of April 11, 2023.** All voting aye.

Community Development Ordinance Update

Community Development Director Haese reviewed his memo of April 19, 2023. He stated that Community Development contracts with E Plan to conduct the state's review of the building plans submitted to the department that require state approval. Director Haese stated that as part of that process, E Plan reviews the city's building code to make sure there are no ordinance provisions that conflict with state statutes. He stated that there are four minor changes being recommended.

Report

**Following Discussion: Motion/Second/Carried by Stevenson/Weber to recommend Council approve Ordinance 2023-07 to modify the Neenah Municipal Code to allow for continuity with state UDC code.** All voting aye.

S. Commercial Street Hazardous Material Investigation

Traffic Engineer Merten reviewed his memo of April 20, 2023. He stated that one of the state requirements for this project is to have a hazardous material assessment done. He stated that the city contracted with Westwood Professional Services to complete the Phase I hazardous material assessment report. Traffic Engineer Merten stated that Westwood completed the assessment and are recommending a more in-depth investigation for thirteen sites within the project limits, to determine if the potential hazardous material will impact the S. Commercial Street project.

Traffic Engineer Merten stated that five consultants were invited to submit a proposal. He stated that three responded, with MSA Professional Services having the lowest cost proposal at \$31,875.00. He stated that the other two were Westwood with a quote of \$37,600.00 and ECS Midwest LLC with a quote of \$68,608.00.

Alderson Weber asked Traffic Engineer Merten if he could explain ECS Midwest's quote being double of the other two. Traffic Engineer Merten stated that Westwood and MSA have a better understanding of the scope work with this project and may have been able to refine their proposal based on their knowledge of the project.

Alderson Stevenson asked if this work was part of the original scope of work that the committee approved. Traffic Engineer Merten stated that it was.

Report

**Following Discussion: Motion/Second/Carried by Borchardt/Stevenson to recommend Council approve entering into a contract with MSA Professional Services for their proposal to provide Phase II Hazardous Materials Investigation for the 2025 S. Commercial Street reconstruction project. All voting aye.**

#### Police Department 2023 1<sup>st</sup> Quarter Statistics

Police Chief Olson reviewed the 2023 1<sup>st</sup> Quarter Statistics. He stated that the police department took 5,516 calls for service. He stated that of the 5,516 calls, 741 were traffic stops.

Chief Olson reviewed the Unified Crime Report (UCR). He noted that 49% of the crime reported was Crimes Against Property, 26% was Crimes Against Person, and 25% was Crimes Against Society.

Chief Olson reviewed Traffic Warnings. He noted that there were 735 traffic warnings in 2023, compared with 681 in 2021 and 362 in 2022. He stated that the highest number of warnings were issued in January for speeding.

Chief Olson reviewed Traffic Citations. He noted that these numbers are down due to staffing issues. Chief Olson stated that the department is down five officers. He stated that 302 citations were issued in the 1<sup>st</sup> quarter which is in line with 2021 with 318. He stated that 2022, 656 citations were issued. He stated that the 2022 numbers he contributes to being at full staff.

Chief Olson reviewed the Traffic Safety Officer's statistics. He noted that statistics for Officer Edwards were 328 traffic stops, 49 citations, 362 warnings, 6 warrants, 1 felony, 2 misdemeanors, and 1 ordinance. Chief Olson noted that Officer Edwards has been responding to other calls as well due to staffing shortages.

Chief Olson reviewed OWI Arrest. He noted that there were 8 in 2023, 14 in 2022 and 12 in 2021.

Chief Olson reviewed Parking Citations. He noted that these numbers are down as well due to staffing shortage and problems with the parking software. He stated that typically the department has eight CSA's. He stated that currently there are two. Chief Olson stated that the parking software is set to be upgraded in the next couple of weeks so he anticipates an increase in parking citations issued.

Chief Olson reviewed Accidents. He noted that accidents are up in 2023 with 138, compared to 98 in 2021 and 80 in 2022.

Chief Olson reviewed Overdoses. He noted that there were 10 in 2023, 12 in 2022 and 16 in 2021.

Chief Olson reviewed Dangerous Animals. He noted that staff and the Finance Department is working with one owner of a designated dangerous dog. He stated that the owner has complied with all of the requirements to be able to keep the dog in the City of Neenah.

Chief Olson reviewed Open Records Requests. He noted that in the 1<sup>st</sup> quarter of 2023 there were 412 requests, 436 responses and 4,890 minutes on media.

Chief Olson reviewed Code Enforcement. He noted that our code enforcement officer has been on light duty and starting today will be off for three months. Officer Franzke will be filling in during her absence. He noted that in the 1<sup>st</sup> quarter of 2023, 287 inspections were done, 158 new cases were opened, 48 cases were closed, 12 services fees were issued, 6 Tracs citations were issued, 4 long form violations and 2 parking citations were issued.

**Following Discussion: Motion/Second/Carried by Hillstrom/Borchardt to receive and place on file.** All voting aye,

#### Freedom Acres, Homes at Freedom Meadows-Two-Inch Mat Cost

Director Kaiser reviewed his memo of April 21, 2023. He stated that in the City Contract 10-23, the temporary asphalt surface for Freedom Acres and Homes at Freedom Acres has been included. He stated that between the two developments there is \$106,700.00 in escrowed funds for the two-inch mat to be done in the two subdivisions. Director Kaiser stated that the bid prices came in at \$163,638.00, \$56,938.00 over the escrow. He stated that there is funding available to proceed with the project.

Director Kaiser stated that there is a language in the development agreement that if the escrow is not enough to cover the cost of the two-inch mat, the city reserves the right to special assess the shortage against the individual lots in the two subdivisions. He stated that the cost per parcel in Freedom Acres would be \$2,119.24 and in Homes at Freedom Acres the per parcel cost would be \$879.63. Director Kaiser stated that the decision to special assess lies with the council. He requested a recommendation from this committee whether to exercise that right or not.

Aldersperson Hillstrom asked if there are houses on all of the lots. Director Kaiser stated that Freedom Acres has about five lots with houses or are in the process of being built. He stated that Homes at Freedom Acres, the majority of the lots either have a house or are currently under construction.

Alderson Borchardt asked if we do not special assess, where will the money come from. Director Kaiser stated that there is a line-item Capital Improvement budget for \$50,000 for miscellaneous two-inch mat work and \$100,000 in carry forward funds from 2021 and 2022. He stated that if we do not assess the shortfall, then the \$56,000 will be absorbed by everyone in the city.

Alderson Stevenson asked if the property owners were notified. Director Kaiser stated that they have not. He stated that if the special assessment method were chosen, we would follow the standard protocol for exercising the right to assess the costs back to the property owner. Director Kaiser stated that we can assess the property owners after the project is complete,

Alderson Borchardt asked if we do not use the carry forward funds, and keep carrying it forward, how long do we have to use the money. Director Kaiser stated that he had allocated those funds in anticipation of these two subdivisions.

Alderson Borchardt asked what the normal practice for a situation like this is. Director Kaiser stated that we have not encountered a situation before to this degree. He stated that the difference in actual cost to escrow is substantial and he felt that the decision as to how to proceed needed to be done at the committee and council level.

Alderson Borchardt asked what will happen to the 2023 budget line item of \$50,000 if it is not used for this project. Director Kaiser stated that it will go back into the public infrastructure fund balance.

The Committee discussed further what can be done in the future so that the escrowed funds are closer to the budgeted funds, so the city does not end up in this situation again. Committee discussed if individual escrowed items can be combined and used to cover the shortfall.

Alderson Borchardt stated that he likes the idea of combining all the escrowed funds. He stated that it can provide some flexibility throughout the eight-year life cycle of the two-inch mat. He stated that he does support the idea of the city paying for a third of the project.

Director Kaiser stated that there is a benefit to public works operations to putting down a two-inch mat. He stated that he would be fine with cost sharing this project.

Alderson Weber stated that he would also like staff to research the idea of pooling the escrowed funds. He stated that would allow time for staff to communicate with the property owners of a potential special assessment.

Alderson Borchardt stated that he would like to see some type of follow up with the property owners regarding the correspondence that is mailed to them with these types of projects. He stated that he constantly is hearing from property owners that they did not receive the notices.

Alderson Stevenson suggests that staff to research the option of combining the escrow funds before a decision is made as to how to proceed with the covering the shortfall.

Director Kaiser stated that he will look into this report back to committee.

### 2021-2022 Comparison Reports

Director Kaiser stated that Office Manager Mroczkowski put together a 2021 to 2022 comparison of operation services. Director Kaiser reviewed the reports.

Aldersperson Borchardt stated that he would like to see a more efficient process for the drop-off center access than what we have in place.

### Public Works General Construction and Department Activity Report

- 1) Contract 7-21 (Harrison Pond): Storm and sanitary sewer work is complete and the pond is functioning. Work on the water feature stones will continue when weather allows.

Aldersperson Hillstrom asked about the completion of the pond. Director Kaiser stated that we are waiting on electrical work. He stated that before we proceed further, we would like to get the meter pedestal installed. He stated that Kuehl Electric is having a difficulty locating one.

- 2) Contracts 11-22A and 11-22B (Lead service line replacement): Work is substantially complete. Restoration will be finished later this year.
- 3) Contract 1-23 (Chestnut, Burr, Dieckhoff, Laudan Utility and Street Construction): Sewer lateral/water service pulling is about 35% complete. Sewer main installation is complete on Burr Avenue and on Chestnut between Burr and Oak. Sanitary main installation is ongoing moving north from Burr and south from Division. Rock was encountered on Burr Avenue.

Director Kaiser stated that we had a situation today at a house on Chestnut that we are pulling a new service into the basement. He stated that there is a possibility that the tiles on the basement floor are asbestos. He stated that we will bring in a contractor to test the air quality of the home. He stated that the Wisconsin Department of Health Services was notified.

Aldersperson Weber asked who will be responsible for covering the cost.

Director Kaiser stated that typically when there is extra plumbing work or other types of extra work, it is passed onto the homeowner. He stated that is what will be done in this case.

- 4) Contract 2-23 (Charles, Hughes, Memorial, Patrick, Brantwood Dr/Ct Utility and Street): The contractor is scheduled to start work the week of April 24 on Brantwood Drive.
- 5) Contract 3-23 (Concrete Pavement/Sidewalk Repair): The contract has been awarded to Al Dix Concrete, Inc. A work schedule has not been set.
- 6) Contract 4-23 (Asphalt Repairs): The contract was awarded to MCC, Inc. A work schedule has not been set.

- 7) Contract 5-23 (New Subdivision Street Construction): The contractor has started curb/gutter preparations on Amber Lane. Amber Lane, Cardinal Plat and Integrity Plat streets have been proof-rolled to test the condition of the subgrade. They tested well.
- 8) Contract 6-23 (Columbian Av Utility and Street Construction): Sanitary sewer main installation is complete. Water main installation is ongoing. Sewer laterals have been installed within the right-of-way on the north side of the street.
- 9) Contract 7-23 (High, River Utility and Street Construction): The project was advertised on April 20. Bid opening is scheduled for May 3. The permit has been submitted to the railroad.
- 10) Contract 9-23 (Epoxy Pavement Marking): The project was awarded to Century Fence. A work schedule has not been set. The primary work areas are the roundabouts at Breezewood / Gillingham, Bell / Harrison, Winneconne / Green Bay, Winneconne / Lake, Green Bay / Festival, and Green Bay / Fox Point along with mainline work on Bayview Road and S. Lake Street.
- 11) Contract 10-23 (Parking Lot, Temporary Asphalt Street Construction): The project bid has been awarded to NEA. A schedule has not been set.
- 12) The annual storm water report was submitted to WDNR at the end of March.
- 13) The annual recycling report is being prepared for submittal by the end of April.
- 14) TDS Telecom: Quanta, the contractor for TDS, has restarted work. They are restoring hardscape that was temporary patched over winter and are completing boring work in one of their four open work permits.


Aldersperson Hillstrom asked how far along TDS is. Director Kaiser stated that TDS is about a third of way complete. He stated that staff is requiring them to make restoration to the four areas they have complete before moving on to new areas.

Announcements/Future Agenda Items

None

**Adjournment: Motion/Second/Carried Borchardt/Hillstrom to adjourn at 8:14 PM.**  
All voting aye.

Respectfully submitted,



Lisa Mroczkowski  
Public Works Office Manager



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

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**DATE:** April 19, 2023  
**TO:** Chairman Lendrum and Public Services and Safety Committee Members  
**FROM:** Chris A. Haese, Director of Community Development and Assessment  
**RE:** **Ordinance Updates**

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After a recent audit of the City of Neenah's ordinances regarding building code, the state has requested a few minor changes be made to ensure continuity and conformity with state UDC code. The changes to be made are as follows:

- Reference to the "State of Wisconsin Department of Industry, Labor and Human Relations" will be changed to reference the "Department of Safety and Professional Services.
- Adoption of "SPS 327, Camping Units" allowing for the inspection of camping units in a fixed location in a campground.
- References to "Uniform Dwelling Code Comm. 21 and 22" will be removed and replaced with "SPS 321-325".
- Minor changes will be made to Sec. 21-34 which specifies foundation and footing requirements to ensure that City ordinances are neither more nor less restrictive than the UDC code.

**Recommendation**

**An appropriate action at this time is for the Public Services and Safety Committee to recommend the Common Council approve Ordinance 2023-07 to modify the Neenah Municipal Code to allow for continuity with state UDC code.**



211 Walnut Street  
Neenah, WI 54956

ORDINANCE NO. 2023-07

Introduced: \_\_\_\_\_  
Committee/Commission Action: \_\_\_\_\_

AN ORDINANCE: By the Public Services and Safety Committee  
Re: Amending Neenah Municipal Code Section 21-19; 21-22; 21-33(a); 21-34(b); of the Building Code relating to conformity with state UDC code.

## AN ORDINANCE

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

**Section 1.** That Sections 21-19; 21-22; 21-33(a); 21-34(b); (in the Building Code) of the Code of Ordinances of the City of Neenah, Wisconsin, are amended by deleting the stricken language and adding the highlighted language to read as follows:

### Sec. 21-19. - Definitions.

For the purpose of this code, the following words and phrases shall have the meanings assigned to them in this section. Words and phrases not herein otherwise defined, shall have the meanings accepted by common usage:

*Accessory building* means a detached building, not used as a dwelling unit but is incidental to that of the main building and which is located on the same lot. Accessory building does not mean farm building.

*Addition* means any new construction whereby an existing building or structure, or building or structure in course of construction, is increased in area, or cubical content.

*Adjoining lot line* means the line between adjoining lots, plots of land, or parcels of land of different or same ownership.

*Alley* means a municipal right-of-way, which affords a secondary means of vehicular access to abutting properties. A street shall not be considered an alley.

*Alteration* means alteration means a substantial change or modification other than an addition or repair to a dwelling or to systems involved within a dwelling.

*Approved or approval* means approved means an approval of the Department or its authorized representative. (Approval is not to be construed as an assumption of any legal responsibility for the design or construction of the dwelling or building component.)

*Area* means, as applied to dimensions, the maximum horizontal projected area of a building, structure, room, apartment or open space, not including overhangs.

*Building* means any structure built for the support, shelter or enclosure of persons, animals, chattels, or property of any kind.

*Building existing* means a building erected prior to adoption of this code or one for which a legal building permit has been issued.

*Building inspector* means the officer charged with the administration and enforcement of this code or his regularly authorized deputy and the same for Building Official.

*Cubic contents* means the actual cubic space enclosed within the other surfaces of the outside or enclosed walls, other surfaces of the roof and the finished surfaces of the lowest floors of a building or structure. Does not include the contents of courts which are open to the sky.

*Department* means the ~~State of Wisconsin Department of Industry, Labor and Human Relations~~  
**Department of Safety and Professional Services.**

### **Sec. 21-22. - Application of "Wisconsin Administrative Building and Heating, Ventilating and Air Conditioning Code"; State Building Code adopted.**

The State Commercial Building Code, Chs. SPS 361-366 & 327, Wis. Admin. Code, and SPS 320-325, Uniform Dwelling Code, are adopted by reference as a part of this article. A violation of any provision therefrom shall be a violation of this article.

### **Sec. 21-33. - General construction standards.**

(a) *Application.* The Uniform Dwelling Code ~~Comm. 21 and 22~~ **SPS 321-325**, and all changes, is hereby adopted by reference to apply to all additions and remodeling of existing one- and two-family homes and any new or remodeled garage and/or storage shed, with the following exceptions:

### **Sec. 21-34. - Garages, sheds, and accessory buildings general requirements.**

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Attached private garage* shall mean a private garage attached directly to the principal building, or attached by means of an enclosed or open breezeway, porch, terrace, or vestibule, or a detached private garage so constructed as to be within five feet of the principal building.

*Detached private garage* shall mean a private garage separated from the principal building by five feet or more.

*Storage shed or accessory building* shall mean any residential storage building not principally used for the storage of automobiles or as a dwelling.

(b) *Foundations and footings.* Attached private garages shall be provided with the same type footings and foundations as required herein for the principal building. Concrete floors shall not be less than four inches in thickness. Detached private garages may be built with a continuous floating slab of reinforced concrete not less than four inches in thickness. ~~Reinforcement shall be a minimum of six by six inch, number ten by ten wire mesh. The slab shall be provided with a thickened edge all around, eight inches wide and eight inches below the top of slab. Exterior wall curbs shall be provided not less than four inches above the finished ground grade adjacent to the garage. Bolts three eighths inch in diameter with nuts and washers attached, six inches long, shall be embedded three inches in the concrete curb of detached garages eight feet on centers.~~

(c) *Floor surface.* The floor in all private garages shall be of concrete construction, and sloped toward the exterior garage door or opening. No openings or pits in the floor shall be permitted, except for drainage.

(d) *Construction.* Private garages, sheds and accessory buildings shall be constructed in accordance with ~~SPS Wis. Admin Code Comm. ch. 21.~~

**Section 2. Severability.** In the event any section, subsection, clause, phrase or portion of this ordinance be for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not otherwise affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

**Section 3. Repeal and Effective Date.** All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Approved:

\_\_\_\_\_  
Jane B. Lang, Mayor

Attest:

\_\_\_\_\_  
Charlotte Nagel, City Clerk

Moved by: \_\_\_\_\_

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_

Published: \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY:  
City Attorney David C. Rashid  
211 Walnut Street  
Neenah, WI 54956  
State Bar No. 1056542



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

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**TO:** Mayor Lang and Members of the Common Council  
**FROM:** James Merten, Traffic Engineer  
**DATE:** April 20, 2023  
**RE:** S. Commercial Street Reconstruction Project Hazardous Materials Investigation

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As you are aware, the City contracted with Westwood Professional Services for engineering design consulting services pertaining to the 2025 S. Commercial Street reconstruction project. One of the tasks required for the project is to complete a hazardous materials assessment, per the Wisconsin Department of Transportation Facilities Development Manual. Westwood has since completed the assessment, recommending a “Phase 2” hazardous materials investigation for 13 sites within the project limits. The purpose of the investigation is to determine if contamination will impact the project. If this ends up being the case, specifications to account for the contamination can be incorporated into the reconstruction project work, reducing the likelihood of project delays and unanticipated costs.

City staff sought “Phase 2” proposals from five consultants and received following proposals:

Westwood Professional Services	\$37,600.00
ECS Midwest, LLC	\$68,608.00
MSA Professional Services	\$31,875.00

Staff reviewed the proposals based on the firm’s experience with similar projects, staff expertise, overall estimated cost of services, availability to perform the work, sampling methodology, and sample quantity. MSA Professional Services provided the best overall proposal, featuring a strategic yet comprehensive sampling methodology for the lowest cost.

**Staff recommends contracting with MSA Professional Services for their proposal to provide a Phase II Hazardous Materials Investigation for the 2025 S. Commercial Street reconstruction project.**

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

**MINUTES**

**Present:** Chairman Erickson; President Borchardt; Aldermen Boyette, Skyrms and Steiner; Mayor Lang, Director of Finance Rasmussen, City Attorney Rashid.

**Others Present:** Deputy Director of Community Development Schmidt, Alderman Lendrum, Director of Information Systems Wenninger

**Absent/Excused:** None.

**Public Appearances:** None.

**Minutes:** **Motion/Second/Carried Skyrms/Steiner to approve the minutes from the March 27, 2023, Regular Meeting and April 18, 2023, Special Meeting.** All voting aye.

**Social Media Policy**

Committee reviewed memo and proposed updated “Social Media” policy drafted by City Attorney Rashid. The existing policy 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 draft policy was vetted to comport with existing (and developing) law concerning free speech and open government laws.

Committee members stated that this policy needs to be applied consistently throughout all departments, and that the department administrators of social media platforms need to be adequately trained on this policy

**Motion/Second/Carried Borchardt/Steiner recommending Council’s adoption of the proposed “Social Media” policy for use by all departments of the City which host and administer any social media platforms . All voting aye.**

**Data Center UPS Replacement and Switch Closet UPS Upgrades**

Committee reviewed memo from Director of Information Systems Wenninger recommending the replacement of the current UPS floor standing unit in the production data center which was purchased in 2010 and has reached end of life. The cost for this unit will be \$29,739. Additional purchases will consist of 15 networks cards, 5 replacement units and 5 batteries and will range from \$7,750 - \$8,000. The total amount budgeted in the 2023 Capital Equipment budget for these purchases was \$40,000.

**Motion/Second/Carried S kyrms/Borchardt recommending Council’s approval to expend up to \$38,000 to replace the UPS unit in the data center and lower end UPS units and 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. All voting aye.**

**Use of Technology & Communications Systems Policy**

Committee reviewed memo and “Use of Technology and Communication Systems” policy drafted by Director of Information Systems Wenninger. As part of the cybersecurity initiative, Information Systems is reviewing all technology policies to ensure they are applicable in today’s environment. Modified and new policies will be brought forward to Council for adoption.

The first of these policies is the “Use of Technology & Communication 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.

**Motion/Second/Carried Borchardt/S kyrms recommending Council’s adoption of the proposed “Use of Technology and Communication Systems” policy. All voting aye.**

**Development Agreement – First Addition to The Homes at Freedom Meadows Subdivision**

Committee reviewed memo from Deputy Director of Community Development Schmidt seeking approval of the 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 this subdivision. As with all residential subdivisions in the City, the Development Agreement identifies the terms and responsibilities of the Developer and City and identifies the required fees and costs for developing in the City.

The proposed plat includes 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.

REPORT

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**Motion/Second/Carried Boyette/Borchardt recommending Council's approval of the First Addition to The Homes at Freedom Meadows Subdivision Development Agreement. All voting aye.**

**Discussion of Audit Status:**

Director of Finance Rasmussen discussed the status of the 2022 Annual Audit. The fieldwork for the audit went exceptionally well. The auditors had no material findings or concerns. The final audit will be complete on June 23, 2023, and will be presented at the July 19, 2023, Council meeting.

The General Fund had a surplus of \$424,345 before the "Mark to Market" annual adjustment that is required to be made to the financials per GASB Statement 31. This is an accounting practice that involves adjusting the value of an asset (investments) to reflect its value as determined by current market conditions, meaning what would it be worth if sold at this point in time. The City intends to hold all investments in its portfolio to maturity and will therefore never realize the accounting adjustment in real dollars.

**Closed session under Wis. Stat. ss. 19.85(1)(g) to confer with legal counsel (City Attorney) with respect to litigation in which the City is involved. (Rashid)**

**Motion/Second/Carried Borchardt/Skyrms for the committee to convene into closed session under Wis. Stat. ss. 19.85(1)(g) to confer with legal counsel (City Attorney) with respect to litigation in which the City is involved. The Committee may reconvene into open session to consider or take action on matters discussed in closed. All voting aye.**

At 7:15 pm the Committee convened into closed session.

The Committee adjourned the meeting in closed session. No action taken in open session.

**Motion/Second/Carried Boyette/Skyrms to adjourn the meeting 7:35 pm. All voting aye.**

Respectfully submitted,



Vicky Rasmussen, CPA  
Director of Finance



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# MEMORANDUM

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**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**

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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





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

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**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

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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
<b>Make</b>	Liebert	Toshiba
<b>Size</b>	10kVA,/9.0 kW	8kVA,/6.8kW
<b>Future Expansion</b>	Yes. To 15kVA	No
<b>Warranty/Maintenance</b>	5 year	3 year
<b>Surge Protection</b>	Yes	No
<b>Power Distribution Units - Vertical</b>	4.9kW, Monitoring Enabled	3.8kW, No Monitoring
<b>Power Distribution Units - Horizontal</b>	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 24<sup>th</sup>, 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

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

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**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

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**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 24<sup>th</sup>, 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.**



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

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**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

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

The proposed plat includes 16 single-family residential lots located along the northwest corner of County Highway G and Woodenshoe Road. The land is zoned R-1, Single-Family Residence District. This subdivision is the second phase of the Homes at Freedom Meadows subdivision located directly south of the proposed development.

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

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

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

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

The City will reimburse the developer for the following items:

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

**Appropriate action at this time is to recommend Common Council approve the First Addition to The Homes at Freedom Meadows Subdivision Development Agreement.**

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

PROPERTY DESCRIPTION:

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

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

Recording Area

Return to:

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

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

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

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

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

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

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

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

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

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

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

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

6. **Oversize Water Main Installation and Reimbursement.** The Neenah Water Utility is proposing an oversized water main within the Development to accommodate future development water supply needs. Upon approval by the Neenah Waterworks Commission, the Neenah Water Utility shall reimburse the Developer for the additional cost attributable to installing a 16-inch water main rather than the 10-inch water main required by the Water Utility's design and construction standards. Utility staff will work with the Developer to estimate the cost difference for labor and materials to install the 16-inch water main versus the 10-inch water main. An estimate of the oversizing reimbursement is included in [Exhibit 4](#).
7. **Outlot 3 Dedication.** Upon purchase of the parcel by the Developer, the Developer will dedicate Outlot 3 to the City. The City will own and maintain this property. The primary use of this outlot is for a utility corridor. The City reserves the right to construct a temporary road upon said outlot until such time as a platted, permanent street connects Liberty Avenue and Freedom Meadows Drive. The City will construct a sidewalk connection between Liberty Avenue and Freedom Meadows Drive.
8. **Lot 45.** Upon purchase of the land by the Developer, the Developer will deed Lot 45 to the City for the purpose of constructing and maintaining a potable water booster station. The City will own and maintain this property. The City will reimburse the Developer for Lot 45 in the amount of \$14,922 which will be credited toward the Oversize Water Main Fee. See [Exhibit 4](#) for more details.
9. **Oversize Water Main Fee.** The Neenah Water Utility has established a fee in the amount of \$2,240.95/acre. The Oversize water main fee is an area-wide assessment based on the cost to install oversized water main and infrastructure to boost water pressure in the proposed development. See [Exhibit 4](#) for more details.
10. **Sanitary Sewer Within the Subdivision Plat.** Developer shall pay the full cost of installing all sanitary sewer mains and sanitary sewer laterals within the plat including those that may front on all dedicated public lands, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. If needed, the installation of an oversized sewer main required by the City shall be reimbursed to the Developer as detailed in [Exhibit 7](#). Sanitary sewer main over 10" in diameter and installed at a depth of greater than 13 feet is eligible for reimbursement as are sanitary lateral risers associated with sewer main installation deeper than 13 feet.
11. **Purchase Price.** Per Document number 1826908 recorded in the Winnebago County Register of Deeds office, the City purchased the subject land with the intent of selling the land to the Developer based on the agreed-upon schedule within the Development Agreement. The Developer agrees to purchase the subject land (First Addition to The Homes at Freedom Meadows) which accounts for 7.248 acres at a price of \$8,882/acre for a total sales price of \$64,376.74. This amount is due to the City prior to the City signing the Final Plat. See [Exhibit 2](#) for more information.
12. **Streets, Curb and Gutter and Sidewalks Within the Subdivision Plat.**

*Street Grading/Graveling:* The Developer shall pay the full cost of grading/graveling all

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

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

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

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

*Two-Inch Asphalt Mat:* The Developer shall pay the full cost of placing a two-inch asphalt mat on all streets within the plat (excluding the temporary road noted in Section 7), including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas (hereinafter "Temporary Asphalt Street"). Cost for said two-inch mat construction shall be prepaid, or escrowed, by the Developer based on estimated costs for similar construction. In the event that actual costs are less than the escrowed fund, any such excess of the escrowed funds shall be returned to Developer. In the event that the escrow is insufficient, then the City reserves the right to special assess the shortage against the individual lots in Development (See [Exhibit 5](#)).

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

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

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

*Temporary Character of Streets.* In no manner shall the City or the Developer regard or consider either the Temporary Gravel Streets or the Temporary Asphalt Streets of the Development as permanent or final street for purposes of Municipal Code Sec. 26-126, and the

public is hereby notified of property owners' special assessment responsibilities thereunder.

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

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

payment to the City of the present value of the cost difference. The Developer shall coordinate with the City any street lighting requested beyond the standard.

19. **Off-Site and Other Existing Improvements.** [Intentionally left blank]
20. **Terrace Trees Contribution.** The Developer shall pay a terrace tree contribution in the amount of \$200.00 per lot. This terrace tree contribution shall be paid by the Developer, on a per lot basis at the time of final closing of each lot sale. The subdivision plat shall note on its face "\$200.00 per lot 'Terrace Tree' contribution". This contribution will be deposited in the "City of Neenah Carpenter Tree Fund Trust" tax-exempt account and will be used to plant trees on the street terraces within the subdivision at the time curb and gutter is installed ([Exhibit 6](#)).
21. **Building Permits.** Provided Developer has installed water mains, storm sewer, sanitary sewer and gravel base to a given lot and guarantees of installation have been provided for electric, gas, phone and cable services, Developer and/or Developer's assigns and successors in interest shall be permitted to obtain building and erosion control permits for such lot.
22. **Plan Review and Construction Inspection.** The Developer shall pay a fee for plan review and construction inspection of proposed improvements as outlined in [Exhibit 7](#). Said Fee shall be based on \$1,400 for plan review and an estimated \$6,500 for inspections by City staff. Actual costs shall be determined based on actual time spent by City Staff. In the event that the City, in its sole discretion, determines that it requires the assistance of either outside consultants to review plans or provide for construction inspection services, the Developer shall pay the actual cost of such outside consulting services plus 10% for administration.
23. **Damages.** The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at Developer's own cost, any damage caused to any public or private property by the installation of the improvements.
24. **City Costs.** [Intentionally left blank]
25. **Estimated Cost Summary Escrow Payment.** The estimate of costs paid by the Developer is attached hereto as Exhibits 2-7 (Summarized in [Exhibit 8](#)) and shows the items and estimated amounts to be paid by the Developer, including the basis for the Sewer Fee and Storm Water Fee. The total of the estimate of costs provides the basis for determining the amount of the escrow. The Developer shall submit a payment to be held in a City escrow account in the amount of **\$91,383.00**. The escrow amount is based on the sums shown in [Exhibit 5](#).
26. **Financing Alternative.** As an alternative to the payment of various fees and costs as outlined in this Agreement, the Developer may elect to pay the fees provided in sections [1](#), [2](#), [4](#), [7](#), and [18](#) proportionally on a per lot basis (excluding outlots) as summarized in [Exhibit 8](#). The Developer shall indicate, in writing, whether the per lot fee would be paid to the City when the lot is sold to a third party and collected at time of lot closing, or the fee would be collected at the time a building permit is issued. The owner of any lot for which the fees have not been paid by January 1, 2030, shall be issued a bill for the unpaid balance on the individual lot. Developer specifically agrees to waive all assessment procedures, including the right to notice and hearing, pursuant to Wis. Stat. §66.0703(7)(b) and hereby consents to the imposition of the fees and costs anticipated by this Agreement as special assessments against the property in the Development.
27. **Consistency With Adopted Ordinances and Resolutions.** The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.
28. **Merger; Successors and Assigns.** This Agreement, together with all referenced and attached Exhibits, sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written. The terms of this Agreement shall survive any closing involving the transfer of lots to any

grantee and shall not merge with the deed. The terms and conditions of this Agreement shall be binding on successors and assignees of the Developer.

- 29. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin and the venue for resolution of any legal action commenced to enforce same shall be in the Wisconsin Circuit Court for Winnebago County.
- 30. **Severability.** It is understood and agreed that the provisions of this agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other, remaining provisions contained herein.
- 31. **Modification.** This agreement may not be modified or amended, except in writing, with the written approval of both the City and the Developer.
- 32. **Notices.** Any notices required under this agreement shall be deemed made as of the date deposited in the US mail, postage prepaid and addressed to the following.

If to the City:

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

If to Developer:

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

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

CITY OF NEENAH

VAN SISTINE HOMES, LLC

\_\_\_\_\_(SEAL)  
Jane Lang, Mayor

\_\_\_\_\_  
Richard C. Van Sistine III, Member

Attest: \_\_\_\_\_(SEAL)  
Charlotte Nagel, City Clerk

**AUTHENTICATION**

Signature(s) of Jane Lang, Mayor and Charlotte Nagel, City Clerk authenticated this \_\_\_\_ day of \_\_\_\_\_, 2023.

**ACKNOWLEDGMENT**

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

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

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

THIS INSTRUMENT DRAFTED BY:

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

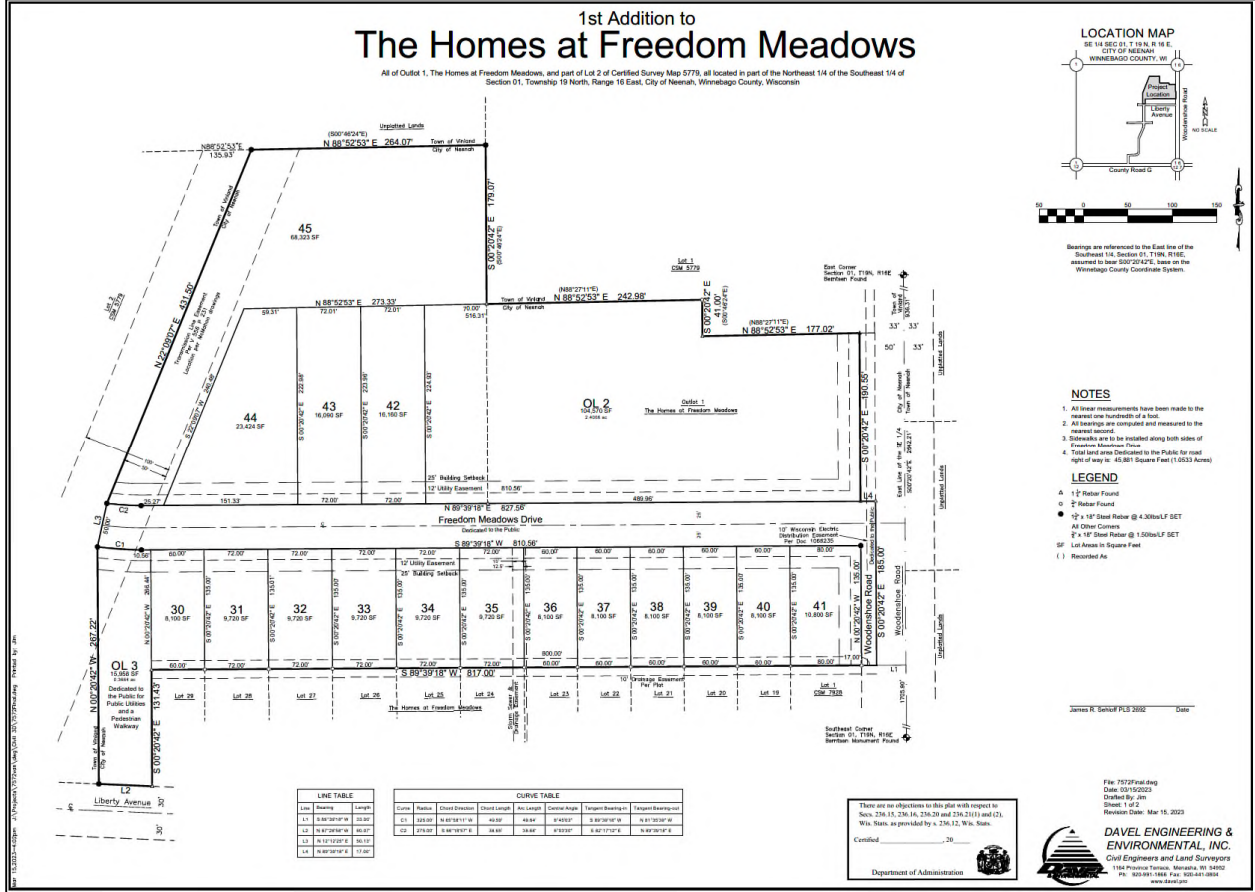
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin.  
My commission is permanent.

(SIGNATURES MAY BE AUTHENTICATED OR

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

# Exhibit 1

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





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

**Fee Schedule**

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

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

<b>Total Fees Due Upon Billing</b>	<b>\$15,600.00</b>
------------------------------------	--------------------

Land Sale: \$8,882/acre x 7.248	\$64,376.74
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<b>Due to City prior to signing Final Plat</b>	<b>\$64,376.74</b>
--	--------------------

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

1. Acreage

Total Developable Acres 7.10

2. Storm/Infrastructure Construction Costs

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

3. Summary Public Infrastructure Costs

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

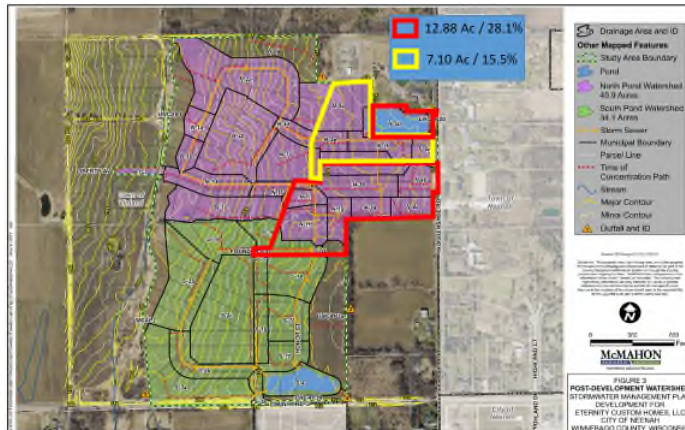
4. Storm Water Pond Reimbursement Costs

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

**Developer Reimbursement to City for Held Pond Cost**

**\$ 28,739.45**

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



**Exhibit 4**  
**First Addition to The Homes at Freedom Meadows**

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

1. Acreage	
Total Developable Acres	7.10
2. Water Main Infrastructure Costs	
Total Private (Developer) Construction Costs (estimated)	\$284,000.00
3. Total Public Infrastructure Costs	
Total Water Main Oversizing Costs Due Developer (estimated)	\$74,000.00
4. Inspection Fee Due Water Utility Upon Billing (estimated)	\$4,500.00
5. Water Main Oversizing Fee - \$2,240.95/acre (Due City)	\$15,910.75
6. Lot 45 Purchase – Water Utility Pump Station Site (Due Developer) \$8,882 x 1.68 acres	(\$14,922.00)
Total Water Main Oversizing Fee Due to City	<b>\$ 988.75</b>

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

**Escrow/Prepayment**

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

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

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

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

**Terrace Tree Contribution**

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

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

**Estimated Developer's Cost Due City**

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

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

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



**MINUTES OF THE NEENAH PLAN COMMISSION**  
**Tuesday, April 25, 2023**  
**4:15 p.m.**

**Present:**

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

**Also Present:**

Brad Schmidt, Deputy Director of Community Development	Kayla Kubat, Administrative Assistant	
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**Minutes:** MSC Genett/Andrews the Plan Commission to approve the April 11, 2023 meeting minutes. All aye. Motion passed.

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

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

**Public Hearings:** None

**Action Items:**

a. **CSM - 1495 Breezewood Lane – 2 Lots**

The CSM proposes to divide the parcel located at 1495 Breezewood Lane into two separate lots. The parcel is zoned R-1, Single-Family Residence District. The subject property, located on the northwest corner of Breezewood Lane and Alpine Lane, includes a single-family residence, several outbuildings, and open space. Lot 1 of the proposed CSM would include the existing buildings, while Lot 2 would include undeveloped portion of the property. Lot 2 can be further subdivided into three or four lots. If that occurs, sewer, water, and storm laterals will have to be installed on Alpine Lane.

Member Kaiser asked about the positioning of the property lines on the CSM.

The depth is consistent with the surrounding neighborhood and would allow for further subdivision.

Member Andrews asked about Lot 2 and why it was not initially set up into subdivided lots.

Deputy Director Schmidt said it would give a future buyer flexibility in how Lot 2 could be further subdivided, 2, 3 or 4 lots..

Member Genett asked about the dead trees along Alpine Ln and who would take care of getting rid of them.

Plan Commission Minutes

April 25, 2023

Page 2

Deputy Director Schmidt said the trees are on private property and would most likely be removed if and when the lot is built on.

MSC Kaiser/Andrews, the Plan Commission to approve the 2 lot CSM for the property located at 1495 Breezewood Lane subject the CSM review letter. All voting aye. Motion passed.

**Discussion Items:** None

**Announcements and Future Agenda Items:** Next meeting is May 9, 2023

Update to the concept plan for the Homes at Freedom Meadows and Freedom Acres may be ready for review.

**Adjournment:** The Commission adjourned its meeting at 4:25. MSC Andrews/Kaiser. All Aye. Motion passed.

Respectfully Submitted,

A handwritten signature in black ink that reads "Kayla Kubat". The signature is written in a cursive, flowing style.

Kayla Kubat  
Administrative Assistant, Community Development



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

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**DATE:** April 25, 2023  
**TO:** Mayor Lang and Plan Commission  
**FROM:** Brad Schmidt, AICP, Deputy Director  
**RE:** 2 Lot CSM – 1495 Breezewood Lane

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The CSM proposes to divide the parcel located at 1495 Breezewood Lane into two separate lots. The parcel is zoned R-1, Single-Family Residence District. The subject property, located on the northwest corner of Breezewood Lane and Alpine Lane, includes a single-family residence, several outbuildings, and open space. Lot 1 of the proposed CSM would include the existing buildings, while Lot 2 would include undeveloped portion of the property. Lot 2 can be further subdivided into three or four lots. If that occurs, sewer, water, and storm laterals will have to be installed on Alpine Lane.

### **Recommendation**

**An appropriate action at this time is for the Plan Commission to approve the 2 lot CSM for the property located at 1495 Breezewood Lane subject the CSM review letter.**



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

April 21, 2023

BOB REIDER  
CAROW LAND SURVEYING  
615 N LYNNDAL DR  
APPLETON, WI 54914

**RE: CSM #3-23 - 1495 Breezewood Ln - 2 Lots Certified Survey Map Review ( ) Status Approved**

Dear BOB REIDER:

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

Sincerely,

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

## Plan Review Comments

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

**Approved**

**Review Comments:**

1. The new parcel ID for Lot 2 is 80627500000.
2. The new address for Lot 2 is 1385 Alpine Lane.
3. Deferred assessments in the amount of \$74,239.19 will be held on Lot 2. When Lot 2 is sold, these deferred assessments will be due at closing.
4. The new parcel ID for Lot 1 is 80627600000.

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**Assessor - Kathy Engelbreth - 920-886-6117  
kengelbreth@neenahwi.gov**

**Approved**

**Review Comments:**

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**CERTIFIED SURVEY MAP NO.** \_\_\_\_\_

BEING PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 17 EAST, CIT OF NEENAH, WINNEBAGO COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE:**

I, CHRISTOPHER E. PERREAULT, PROFESSIONAL WISCONSIN LAND SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32; THENCE N89°52'38"E, 561.60 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 32 TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LANDS DESCRIBED IN DOCUMENT NO. 1833798; THENCE N01°10'26"W, 40.01 FEET ALONG SAID EXTENSION TO THE NORTH LINE OF BREEZEWOOD LANE AND THE POINT OF BEGINNING; THENCE CONTINUING N01°10'26"W, 380.34 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF BLOCK 10, 2<sup>ND</sup> ADDITION TO CONANT HEIGHTS PLAT; THENCE N89°54'52"E, 317.95 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF ALPINE LANE; THENCE S01°10'26"E, 380.13 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF BREEZEWOOD LANE; THENCE S89°52'38"W, 317.95 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE MADE SUCH SURVEY UNDER THE DIRECTION OF BRETT MCCORMICK, 1495 BREEZEWOOD LANE, NEENAH, WI 54956.

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCE OF THE CITY OF NEENAH.

\_\_\_\_\_  
CHRISTOPHER E. PERREAULT, PLS-2249 DATE  
CAROW LAND SURVEYING CO., INC.  
615 N. LYNNDALE DRIVE, APPLETON, WI, 54914  
N5841 S.T.H. "47-55", SHAWANO, WI 54166  
PHONE: (920)731-4168  
A2302.8 (CEP) 3/28/2023

**TREASURER'S CERTIFICATE:**

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LAND INCLUDED ON THIS CERTIFIED SURVEY MAP.

CITY TREASURER \_\_\_\_\_ DATED \_\_\_\_\_ COUNTY TREASURER \_\_\_\_\_ DATED \_\_\_\_\_

**CITY OF NEENAH APPROVAL:**

THIS CERTIFIED SURVEY MAP WAS APPROVED BY THE CITY OF NEENAH ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

MAYOR \_\_\_\_\_ DATED \_\_\_\_\_ CITY CLERK \_\_\_\_\_ DATED \_\_\_\_\_



**Minutes of the Board of Public Works Meeting  
Wednesday, April 25, 2023 at 12:30 p.m.**

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

**ALSO PRESENT:** Deputy Director of Community Development Schmidt, Director of Water Utility Mach and City Clerk Nagel.

**CALL TO ORDER:** Mayor Lang called the meeting to order at 12:05 p.m.

I. Approval of the minutes of the April 12, 2023 meeting. (Minutes can be found on the City web site)

**MSC Hillstrom/Kaiser to approve the meeting minutes as written, all voting aye.**

II. Appearances.  
None.

III. Unfinished Business.  
None.

IV. New Business.

A. Community Development

1. Make Council recommendation on First Addition to The Homes at Freedom Meadows Subdivision Development Agreement.

**MSC Haese/Rasmussen to recommend Council approve the Development Agreement for First Addition to The Homes at Freedom Meadows Subdivision, all voting aye.**

Discussion: Deputy Director Schmidt advised that this is standard development agreement used by the city. The First Addition is actually the third phase of the overall concept plan that was approved in 2020. The First Addition includes 16 lots total; 15 buildable lots and a lot reserved for a water pump station. Escrows, Liberty Heights subdivision, and price per acre was discussed at the April 24, 2023 Finance and Personnel Committee.

IV. Any announcements/questions for the Board.  
None.

V. Adjournment.

**MSC Hillstrom/Haese to adjourn, all voting aye. Meeting adjourned at 12:09 p.m.**

Respectfully Submitted,

*Charlotte K. Nagel*

Charlotte Nagel  
City Clerk

Report



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

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

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

The proposed plat includes 16 single-family residential lots located along the northwest corner of County Highway G and Woodenshoe Road. The land is zoned R-1, Single-Family Residence District. This subdivision is the second phase of the Homes at Freedom Meadows subdivision located directly south of the proposed development.

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

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

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

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

The City will reimburse the developer for the following items:

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

**Appropriate action at this time is to recommend Common Council approve the First Addition to The Homes at Freedom Meadows Subdivision Development Agreement.**

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

PROPERTY DESCRIPTION:

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

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

Recording Area

Return to:

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

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

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

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

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

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

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

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

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

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

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

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

6. **Oversize Water Main Installation and Reimbursement.** The Neenah Water Utility is proposing an oversized water main within the Development to accommodate future development water supply needs. Upon approval by the Neenah Waterworks Commission, the Neenah Water Utility shall reimburse the Developer for the additional cost attributable to installing a 16-inch water main rather than the 10-inch water main required by the Water Utility's design and construction standards. Utility staff will work with the Developer to estimate the cost difference for labor and materials to install the 16-inch water main versus the 10-inch water main. An estimate of the oversizing reimbursement is included in [Exhibit 4](#).
7. **Outlot 3 Dedication.** Upon purchase of the parcel by the Developer, the Developer will dedicate Outlot 3 to the City. The City will own and maintain this property. The primary use of this outlot is for a utility corridor. The City reserves the right to construct a temporary road upon said outlot until such time as a platted, permanent street connects Liberty Avenue and Freedom Meadows Drive. The City will construct a sidewalk connection between Liberty Avenue and Freedom Meadows Drive.
8. **Lot 45.** Upon purchase of the land by the Developer, the Developer will deed Lot 45 to the City for the purpose of constructing and maintaining a potable water booster station. The City will own and maintain this property. The City will reimburse the Developer for Lot 45 in the amount of \$14,922 which will be credited toward the Oversize Water Main Fee. See [Exhibit 4](#) for more details.
9. **Oversize Water Main Fee.** The Neenah Water Utility has established a fee in the amount of \$2,240.95/acre. The Oversize water main fee is an area-wide assessment based on the cost to install oversized water main and infrastructure to boost water pressure in the proposed development. See [Exhibit 4](#) for more details.
10. **Sanitary Sewer Within the Subdivision Plat.** Developer shall pay the full cost of installing all sanitary sewer mains and sanitary sewer laterals within the plat including those that may front on all dedicated public lands, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. If needed, the installation of an oversized sewer main required by the City shall be reimbursed to the Developer as detailed in [Exhibit 7](#). Sanitary sewer main over 10" in diameter and installed at a depth of greater than 13 feet is eligible for reimbursement as are sanitary lateral risers associated with sewer main installation deeper than 13 feet.
11. **Purchase Price.** Per Document number 1826908 recorded in the Winnebago County Register of Deeds office, the City purchased the subject land with the intent of selling the land to the Developer based on the agreed-upon schedule within the Development Agreement. The Developer agrees to purchase the subject land (First Addition to The Homes at Freedom Meadows) which accounts for 7.248 acres at a price of \$8,882/acre for a total sales price of \$64,376.74. This amount is due to the City prior to the City signing the Final Plat. See [Exhibit 2](#) for more information.
12. **Streets, Curb and Gutter and Sidewalks Within the Subdivision Plat.**

*Street Grading/Graveling:* The Developer shall pay the full cost of grading/graveling all

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

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

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

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

*Two-Inch Asphalt Mat:* The Developer shall pay the full cost of placing a two-inch asphalt mat on all streets within the plat (excluding the temporary road noted in Section 7), including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas (hereinafter "Temporary Asphalt Street"). Cost for said two-inch mat construction shall be prepaid, or escrowed, by the Developer based on estimated costs for similar construction. In the event that actual costs are less than the escrowed fund, any such excess of the escrowed funds shall be returned to Developer. In the event that the escrow is insufficient, then the City reserves the right to special assess the shortage against the individual lots in Development (See [Exhibit 5](#)).

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

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

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

*Temporary Character of Streets.* In no manner shall the City or the Developer regard or consider either the Temporary Gravel Streets or the Temporary Asphalt Streets of the Development as permanent or final street for purposes of Municipal Code Sec. 26-126, and the

public is hereby notified of property owners' special assessment responsibilities thereunder.

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

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

payment to the City of the present value of the cost difference. The Developer shall coordinate with the City any street lighting requested beyond the standard.

19. **Off-Site and Other Existing Improvements.** [Intentionally left blank]
20. **Terrace Trees Contribution.** The Developer shall pay a terrace tree contribution in the amount of \$200.00 per lot. This terrace tree contribution shall be paid by the Developer, on a per lot basis at the time of final closing of each lot sale. The subdivision plat shall note on its face "\$200.00 per lot 'Terrace Tree' contribution". This contribution will be deposited in the "City of Neenah Carpenter Tree Fund Trust" tax-exempt account and will be used to plant trees on the street terraces within the subdivision at the time curb and gutter is installed ([Exhibit 6](#)).
21. **Building Permits.** Provided Developer has installed water mains, storm sewer, sanitary sewer and gravel base to a given lot and guarantees of installation have been provided for electric, gas, phone and cable services, Developer and/or Developer's assigns and successors in interest shall be permitted to obtain building and erosion control permits for such lot.
22. **Plan Review and Construction Inspection.** The Developer shall pay a fee for plan review and construction inspection of proposed improvements as outlined in [Exhibit 7](#). Said Fee shall be based on \$1,400 for plan review and an estimated \$6,500 for inspections by City staff. Actual costs shall be determined based on actual time spent by City Staff. In the event that the City, in its sole discretion, determines that it requires the assistance of either outside consultants to review plans or provide for construction inspection services, the Developer shall pay the actual cost of such outside consulting services plus 10% for administration.
23. **Damages.** The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at Developer's own cost, any damage caused to any public or private property by the installation of the improvements.
24. **City Costs.** [Intentionally left blank]
25. **Estimated Cost Summary Escrow Payment.** The estimate of costs paid by the Developer is attached hereto as Exhibits 2-7 (Summarized in [Exhibit 8](#)) and shows the items and estimated amounts to be paid by the Developer, including the basis for the Sewer Fee and Storm Water Fee. The total of the estimate of costs provides the basis for determining the amount of the escrow. The Developer shall submit a payment to be held in a City escrow account in the amount of **\$91,383.00**. The escrow amount is based on the sums shown in [Exhibit 5](#).
26. **Financing Alternative.** As an alternative to the payment of various fees and costs as outlined in this Agreement, the Developer may elect to pay the fees provided in sections [1](#), [2](#), [4](#), [7](#), and [18](#) proportionally on a per lot basis (excluding outlots) as summarized in [Exhibit 8](#). The Developer shall indicate, in writing, whether the per lot fee would be paid to the City when the lot is sold to a third party and collected at time of lot closing, or the fee would be collected at the time a building permit is issued. The owner of any lot for which the fees have not been paid by January 1, 2030, shall be issued a bill for the unpaid balance on the individual lot. Developer specifically agrees to waive all assessment procedures, including the right to notice and hearing, pursuant to Wis. Stat. §66.0703(7)(b) and hereby consents to the imposition of the fees and costs anticipated by this Agreement as special assessments against the property in the Development.
27. **Consistency With Adopted Ordinances and Resolutions.** The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.
28. **Merger; Successors and Assigns.** This Agreement, together with all referenced and attached Exhibits, sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written. The terms of this Agreement shall survive any closing involving the transfer of lots to any

grantee and shall not merge with the deed. The terms and conditions of this Agreement shall be binding on successors and assignees of the Developer.

- 29. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin and the venue for resolution of any legal action commenced to enforce same shall be in the Wisconsin Circuit Court for Winnebago County.
- 30. **Severability.** It is understood and agreed that the provisions of this agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other, remaining provisions contained herein.
- 31. **Modification.** This agreement may not be modified or amended, except in writing, with the written approval of both the City and the Developer.
- 32. **Notices.** Any notices required under this agreement shall be deemed made as of the date deposited in the US mail, postage prepaid and addressed to the following.

If to the City:

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

If to Developer:

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

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

CITY OF NEENAH

VAN SISTINE HOMES, LLC

\_\_\_\_\_(SEAL)  
Jane Lang, Mayor

\_\_\_\_\_  
Richard C. Van Sistine III, Member

Attest: \_\_\_\_\_(SEAL)  
Charlotte Nagel, City Clerk

**AUTHENTICATION**

Signature(s) of Jane Lang, Mayor and Charlotte Nagel, City Clerk authenticated this \_\_\_\_ day of \_\_\_\_\_, 2023.

**ACKNOWLEDGMENT**

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

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

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

THIS INSTRUMENT DRAFTED BY:

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

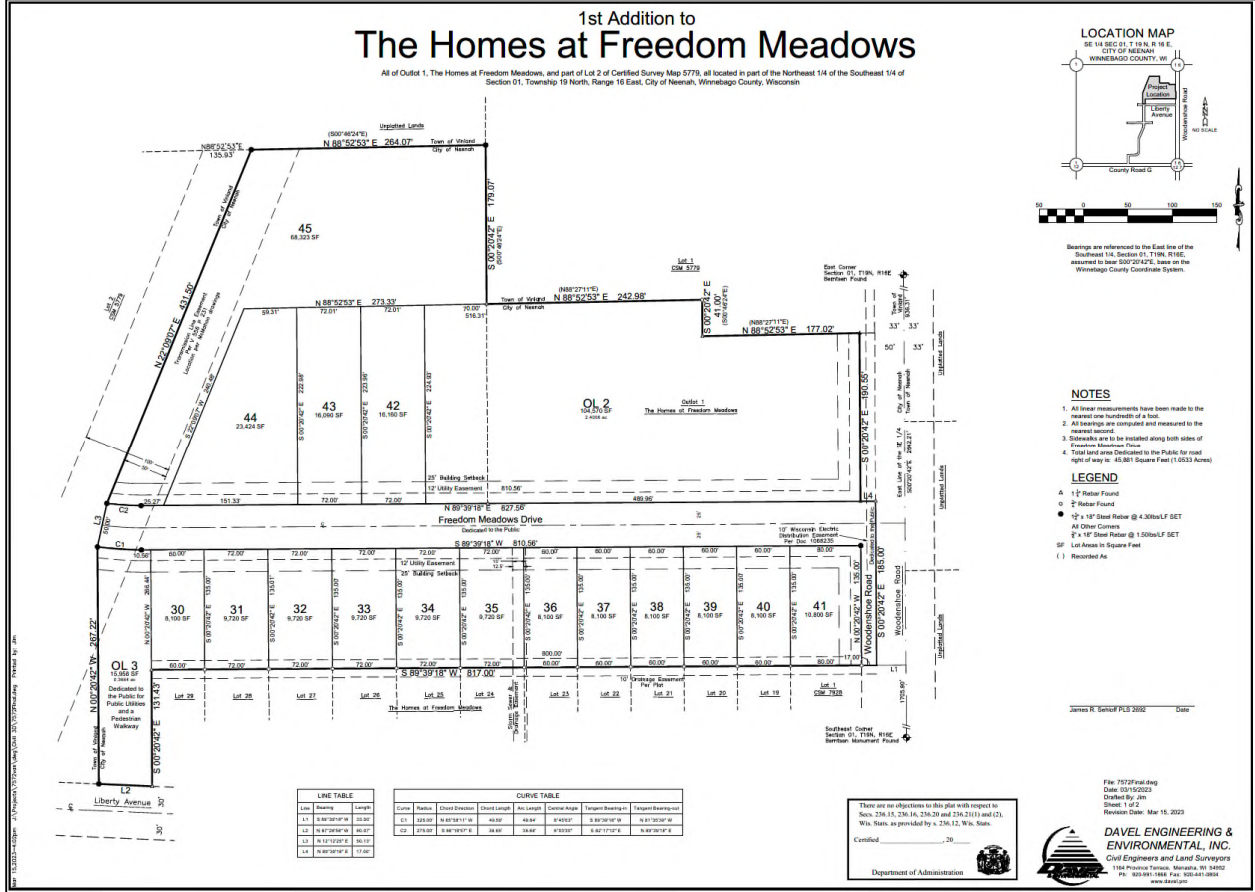
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin.  
My commission is permanent.

(SIGNATURES MAY BE AUTHENTICATED OR

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

# Exhibit 1

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



# Exhibit 1 (continued)

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

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

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

**Surveyor's Certificate**

I, James R. Scharff, professional land surveyor, hereby certify that in full compliance with the provisions of Chapter 232 of the Wisconsin Statutes and the subdivision regulations of the City of Neenah, and under the direction of Van Sistine Homes, LLC, owner of said land, I have surveyed and mapped 1st Addition to The Homes at Freedom Meadows, that said plat correctly represents all exterior boundaries and the subdivision of the land surveyed, and that the land is as of Outlot 1, The Homes at Freedom Meadows, as recorded in Document No. 1802819 and part of said Certified Survey Map 5779, as recorded in Volume 1 of Certified Survey Maps on page 5779 as Document No. 1768820, all being part of the Northeast 1/4 of the Southeast 1/4 of Section 01, Township 19 North, Range 10 East, City of Neenah, Winnebago County, Wisconsin, containing 386,410 Square Feet (8.782 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 said Lot 20; thence, along the North 1/4 of said Lot 20, S00°00'00"W, 65.07 feet, then, along the East line of said Lot 20, N00°00'00"W, 207.22 feet, thence S17°22'21"E, 24.15 feet, thence S00°00'00"W, 4.01 feet to the North line of Lot 1 of Certified Survey Map No. 5779; thence, along said North line of said Lot 1, N89°25'57"E, 264.07 feet to a point on the West line of Lot 1 of said Certified Survey Map No. 5779; thence, along said West line, S00°29'42"E, 174.37 feet to the Southwest corner of said Lot 1; thence, along the Southern line of said Lot 1, N89°25'57"E, 242.08 feet, thence, continuing along said Southern line, S00°29'42"E, 41.00 feet, thence, continuing along said Southern line, N89°25'57"E, 177.00 feet to the West right-of-way line of Woodchester Road as dedicated on The Homes at Freedom Meadows; thence, along said West right-of-way line, S00°29'42"E, 100.04 feet, thence, continuing along said West right-of-way line, N89°25'57"E, 17.00 feet to the West right-of-way line of said Woodchester Road as dedicated on said Certified Survey Map No. 5779; thence, continuing along said West right-of-way line, S00°29'42"E, 160.00 feet to the Point of Beginning; subject to all assessments and restrictions of record.

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

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

**Owner's Certificate of Dedication**

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

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

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

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

In the presence of: Van Sistine Homes, LLC

Kevin Elmstam, Managing Member

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

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

My Commission Expires \_\_\_\_\_

Notary Public, Wisconsin

**Utility Easement Provisions**

An easement for electric, natural gas, and communications service is hereby granted by Van Sistine Homes, LLC, Grantor, to WE Energies, Grantee, SBC Wisconsin, Grantee, and Wisconsin Electric Power Company and Wisconsin Gas, LLC, Wisconsin corporations doing business as We Energies, Grantee, and TDS Neenah, LLC, Grantee and Successor, Grantee.

After respective acquisition and design, 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 make improvements, repairs, 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 restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities on any trees, brush or rock 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 \_\_\_\_\_  
City 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, 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:

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

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

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

Department of Administration

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

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

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

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

**Fee Schedule**

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

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

**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
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2. Storm/Infrastructure Construction Costs

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

3. Summary Public Infrastructure Costs

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

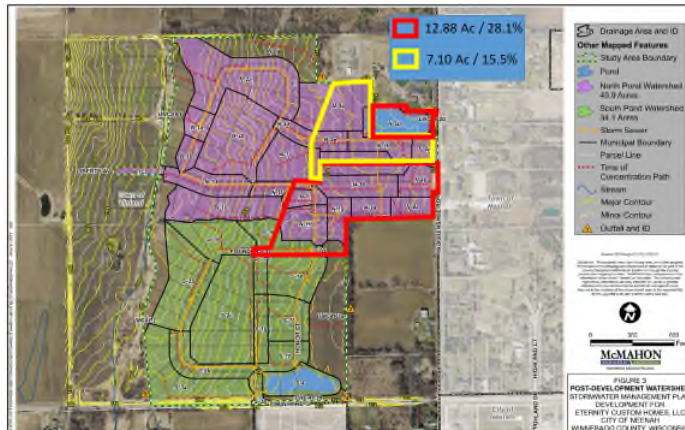
4. Storm Water Pond Reimbursement Costs

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

**Developer Reimbursement to City for Held Pond Cost**

**\$ 28,739.45**

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



**Exhibit 4**  
**First Addition to The Homes at Freedom Meadows**

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

1. Acreage	
Total Developable Acres	7.10
2. Water Main Infrastructure Costs	
Total Private (Developer) Construction Costs (estimated)	\$284,000.00
3. Total Public Infrastructure Costs	
Total Water Main Oversizing Costs Due Developer (estimated)	\$74,000.00
4. Inspection Fee Due Water Utility Upon Billing (estimated)	\$4,500.00
5. Water Main Oversizing Fee - \$2,240.95/acre (Due City)	\$15,910.75
6. Lot 45 Purchase – Water Utility Pump Station Site (Due Developer) \$8,882 x 1.68 acres	(\$14,922.00)
Total Water Main Oversizing Fee Due to City	<b>\$ 988.75</b>

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

**Escrow/Prepayment**

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

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

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

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

**Terrace Tree Contribution**

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

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

**Estimated Developer's Cost Due City**

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

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

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

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

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

Land Sale – Due to City Immediately

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

Estimated Developer's Cost Due at Billing

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

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

Estimated Storm Sewer Due City

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

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

Estimated Oversized Water Main and Sanitary Sewer Reimbursement Due Developer

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

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

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

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

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

Oversized Sanitary Fee \$ 7,100.00

Storm Water Management Fee \$ 1,400.00

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

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

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

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

Developer's Escrow Fees Required

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

Final Street – Outlots/Public \$ 25,433.00

Sidewalk Installation \$ 13,750.00

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