

**PUBLIC HEARING
MEETING OF THE ELECTORS
TOWN OF NEENAH TOWN BOARD
Meeting Agenda - Revised 11-5-2021**

DATE: Monday, November 8, 2021

TIME: 7:00 pm

LOCATION: 1600 Breezewood Lane

The meeting will also be offered virtually via ZOOM.

Meeting ID : 828 5076 8353 Password: 016501 Phone (312) 626-6799

Zoom: <https://us02web.zoom.us/j/82850768353?pwd=ZFB5b3RTNDRkS3JOYmxKVklRUE1dz09>

PUBLIC HEARING AND 2022 PROPOSED BUDGET PRESENTATION

1. Call to Order Public Hearing
2. Presentation of 2022 Town of Neenah and Strom Water Utility District Budgets
3. Public Comment
4. Adjourn Public Hearing

TOWN MEETING OF THE ELECTORS

1. Call to Order Public Hearing
2. Resolution 2021-17: Resolution for Town Electors to approve the 2021 Town Tax Levy to be collected in 2022 pursuant to Section 60.10(1)(a) of Wis. Stats.
3. New Business
4. Adjourn Meeting of the Electors

TOWN BOARD MEETING

1. CALL TO ORDER TOWN BOARD
2. APPROVE MINUTES October 25, 2021 Town Board Meetings
3. PUBLIC FORUM
4. PUBLIC FORUM FOR RECOGNIZED MUNICIPAL AND COUNTY OFFICIALS
5. CORRESPONDENCES
 - a. October 2021 Building Permit Report
 - b. Michels Materials Notice of Merger
 - c. Vertical Bridge Notice of sublease or license
6. DISCUSSION / ACTION
 - a. Approve Vouchers, Payroll and Bank Transactions November 8, 2021.
 - b. Adopt 2022 Town of Neenah Budget
 - c. Approve Resolution 2021- Approve 2022 Stormwater Utility Fee of \$100 per ERU for 2022.
 - d. Approve the Amended and Restated Intergovernmental Agreement Among the City of Neenah, the Town of Neenah, and the Town of Neenah Sanitary District #2 to Provide for Orderly Growth and Development within the Agreed-Upon Municipal Boundaries.
 - e. Discussion Lease agreement with Amos Ihde for rental of Town Owned Properties located on Oakridge Road Parcel Numbers: 010-021808 and 010-02180603
 - f. Approve Resolution 2021-19 Authorizing Local Road Improvement Program Applications for TRID and TRIS 2022-2023 Funding Cycle
 - g. Approve Authorization to Proceed with Abatement Action for Public Nuisance at 522 Plummers Harbor Road, parcel id 010-0478.
7. FUTURE AGENDA TOPICS AND MEETINGS
 - a. Town of Neenah Sanitary District #2 Public Hearing and Regularly Scheduled Meeting. Tuesday November 9, 2021 at 7:00 pm.
 - b. Storm Water Utility District Meeting, Thursday November 11, 2021 at 8:00 am.
 - c. Plan Commission Meeting, Monday November 15, 2021 at 7:00 pm
 - d. Next Regularly Scheduled Town Board Meeting Monday November 22, 2021 following the Public Hearing and Meeting of the Electors at 7:00 pm.
8. OLD BUSINESS
9. NEW BUSINESS
10. ADJOURN

Closed Session Contemplated: NO

Ellen Skerke, Administrator-Clerk-Treasurer
November 4, 2021

Upon request, reasonable auxiliary aids and services will be provided for disabled individuals. If accommodations are required, please provide adequate advance notice to Town Clerk at 725-0916. A quorum of other Town Commissions/Committees or Sanitary Commissions may attend, but no official action will be taken by them.

Notice was posted on November 4, 2021, revised and posted on November 5, 2021 at www.townofneenah.com, Town of Neenah Municipal Building, 1600 Breezewood Lane, and posting boards located at 714 Milkweed Ct, 1674 South Park Avenue and Oakridge Place

RESOLUTION # 2021-17

TOWN OF NEENAH
Winnebago County

**A RESOLUTION FOR ELECTORS TO ADOPT THE TOWN TAX LEVY FOR 2021 AT A
SPECIAL TOWN MEETING OF THE ELECTORS**

WHEREAS, Sec 60.10 (1) (a) of Wis. Statutes authorizes the town electors of a town to adopt the town tax levy at a Town Meeting of the Electors; and

WHEREAS, a special Town Meeting of the Electors has been called for the 8th day of November 2021;

THEREFORE, BE IT RESOLVED, the Special Town Meeting of the Electors of the Town of Neenah, Winnebago County, Wisconsin, by a majority vote of the eligible electors voting on this 8th day of November 2021, duly assembled and voting resolves and orders as follows:

BE IT RESOLVED, the town electors of the Town of Neenah, Winnebago County, Wisconsin hereby adopt the town tax levy for 2021 to be collected in 2022 at \$ 491,602.

Adopted this 8th day of November 2021 at a Special Town Meeting of the Electors.

Electors voting aye: _____

Electors voting nay: _____

Electors abstaining or not voting: _____

Authorized: _____
Robert Schmeichel, Chairman

Attest: _____
Ellen Skerke, Administrator-Clerk-Treasurer

TOWN OF NEENAH TOWN BOARD MEETING

October 25, 2021

Held at the Municipal Building, 1600 Breezewood Lane, Neenah WI

Present in Person: Chairman Robert Schmeichel, Supervisor Glenn Armstrong, Supervisor Brooke Cardoza, Supervisor James Weiss and Supervisor Thomas Wilde.

Also in Attendance in Person: John Keating , Katherine Paul, Members of the Keating Family Bernice Meyer and Administrator-Clerk-Treasurer Ellen Skerke.

In Attendance via Zoom: Mary Baker, Harried Family, other members of the Keating family.

Chairman Schmeichel called the meeting to order at 7:00 pm. Pledge of Allegiance was recited.

Public Forum

- None

Public Forum for Recognized Municipal and County Officials

- Winnebago County Supervisor District 9 Don Nussbaum was present.

Correspondences

- Fond Du Lac County Comprehensive Plan Adoption Notification
- Fire Department Treasurers Reports for August 31, 2021 and September 30, 2021.
- September 2021 Building Permit Report
- Letter from Menn Law dated October 15, 2021
- September 2021 Recycling Tonnage Report from Winnebago County Solid Waste Management Board.

Discussion/Action.

Vouchers Payroll and Bank Transactions

Approve Vouchers, and Bank Transactions October 25, 2021.

Motion: G. Armstrong / T. Wilde

Motion Carried 5:0:0.

Donation of Land

Approve Resolution 2021-16 Resolution to Accept Donation of 10 Acres of Land, parcel 010-0348 from James P Keating Jr.

- John Keating read a statement on behalf of his father James P Keating Jr, Jim 's wife Sally served on the Town Board for 12 years and Jim served on the Parks and Trails Committee for 10 years. Jim's parents donated land in 1968 to create what is now known as Keating Park. Jim would like build on the Keating Family Legacy by donating an additional 10-acres of land to the Town for park / open space use. He hopes that someday the 10 acres he donates now can be joined to the existing Keating Park to offer an approximate 24 acres of wooded land and recreational use to the Neenah community.

Motion: R. Schmeichel / J. Weiss to approve Resolution 2021-16 and accept the 10 acre parcel donation.

General discussion the history of the land in the general area, the potential use of the land and potential regarding the potential use and potential

Motion Carried 5:0:0.

Maintenance Agreement with Winnebago County Highway :

Approve Maintenance Agreement for 2022 with Winnebago County Highway Department

Motion: B. Cardoza / G. Armstrong to approve

Motion carried: 5:0:0.

Assessor Contract

Approve Assessors Contract for 2022 with Bowmar Appraisal

Motion: G. Armstrong / T. Wilde to approve

- E. Skerke stated this is the last year of the three-year contract. In 2022 she will send out Requests for Proposals for the assessor contract in 2023.

Motion carried: 5:0:0.

Town Owned Barn near 1561 Oakridge Road

Discuss and possible action regarding the Town of Neenah owned barn which is currently leased by property owners at 1561 Oakridge Road as it relates to the potential sale of property at 1561 Oakridge Road.

- R. Schmeichel explained the situation, the home at 1561 Oakridge Road is on the market for Sale/ The barn behind the home is owned by the Town and currently rented to the owners for their personal storage. Potential buyers and Realtors are calling the office regarding the barn, will the Town continue to rent, will the Town consider selling.
- E. Skerke checked in with County Planning and Zoning regarding the barn. The property at 1561 Oakridge Road and the barn together must be on a 5-acre parcel that is zoned agriculture. That requires the Town to sell about 4.5 acres, the owners to create a CSM, rezone the new parcel from the existing residential and light industrial to agriculture and the sale of Town owned land requires Town Electors approval.
- General discussion at the Town Board level, was they would consider renting the barn on similar terms such as an annual lease and for personal use. The Town Board will review the rental rate at the start of the new year. Selling Town owned property required for a 5 acres parcel is not something the Town Board would consider at this time.
- Questions arose regarding the insurance on the barn and if no one rents it, does the Town need to add this structure to the Town's policy. E. Skerke will check with the Horton Group Insurance.

Future Agenda Topics and Meetings

- Fire Department Meeting, Wednesday November 3, 2021 at 7:00 pm.
- Public Hearing on 2022 Budget for Town of Neenah and Stormwater Utility District, Monday November 8, 2021 at 7:00 pm.
- Meeting of the Electors to approve the 2022 Town of Neenah Tax Levy, Monday November 8, 2021 following the 7:00 pm Public Hearing
- Next Regularly Scheduled Town Board Meeting Monday November 8, 2021 following the Public Hearing and Meeting of the Electors at 7:00 pm.
- Town of Neenah Sanitary District #2 Public Hearing on 2022 Sanitary District #2 Budget and Regularly Scheduled Sanitary District # 2 Meeting, Tuesday November 9, 2021 at 7:00 pm.

Unfinished Business

- R. Schmeichel will attend the County Highway Department meeting regarding LRIP, Local Road Improvement Aid. G. Armstrong recommends we apply for Woodenshoe Road south of Breezewood Lane, from the recently replaced culvert to CTH "G". R. Schmeichel stated that there are two additional funds to apply for including discretionary funds (TRID) and

supplemental funds (TRIS) He hopes to learn more about the application process at the upcoming County Highway meeting.

- J. Weiss questioned when we would address the use of the American Rescue Plan Act (ARPA) funds and how to best use them in the Town. E. Skerke stated that we have received half of the funds, the other half are scheduled to be deposited in June of 2022. The Town must allocate the funds by December 31, 2024 and spend the funds by December 31, 2026.

New Business

- G. Armstrong shared a report with a list of roads that he believes need to be studied for speed limits. E. Skerke stated she has contacted East Central Wisconsin Regional Plan Commission for assistance with these studies but has not followed up with them. G. Armstrong requested that his be added to the next agenda for discussion.

Adjourn Meeting

Motion: G. Armstrong / B. Cardoza to adjourn.

Motion carried. Meeting adjourned at 8:05 pm.

Respectfully submitted,



Ellen Skerke
Administrator-Clerk-Treasurer

Approved: DRAFT – Pending Approval

Voucher List Authorization - November 8, 2021

Bank Transfer (Transaction List)

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Reason</u>
11/9/2021	General MM	Checking	\$ 41,000.00	11/8/2021 Vouchers
11/9/2021	Stormwater MM	General MM	\$ 47,182.31	SW Expenses 8/15/21 - 11/8/21

Check Details:

Accounts Payable: \$ 22,070.03

Payroll	Gross Payroll	\$	12,932.00
	Expense Reimburse	\$	1,315.31
	Net Payroll	\$	12,225.91

Deposit Detail

<u>Date</u>	<u>Where</u>	<u>Amount</u>	
10/4/2021	General MM	\$ 22,559.65	General Transportation Aid
10/21/2021	General MM	\$ 8,355.51	Various
10/21/2021	Impact Fee	\$ 900.00	Impact Fees Collected
10/29/2021	General MM	\$ 1,492.57	Cell Tower
10/31/2021	Various	\$ 801.18	Interest earned

Paid via Bank Transfer:

Nationwide:	\$	931.11
Wisconsin Retirement:	\$	693.22
Federal Tax/Medicare:	\$	1,360.66
State Taxes:	\$	348.11
Wisconsin Health Insurance	\$	891.80

Account Balances as of November 9, 2021 - after requested transfers per this Voucher List

Checking	\$	2,042
General MM	\$	801,493
General CD - CFCU	\$	400,965
Taxes Collected	\$	-
Impact Fee	\$	5,010
Tullar Rd Fund	\$	32,491
Storm Water	\$	602,705

_____ Schmeichel _____ Armstrong _____ Cardoza _____ Weiss _____ Wilde

Town of Neenah
Transaction Detail by Account
 August 16 through December 31, 2021

Stormwater Expenses
Transfr Funds \$ 47,182.31

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
6-53400 · SW - Illicit Discharges								
Bill	11/08/2021	092...	McMahon Asso...			20000 · *Ac...	1,494.90	1,494.90
Total 6-53400 · SW - Illicit Discharges							1,494.90	1,494.90
6-54100 · SW - Conservancy Pond Maint.								
Bill	08/23/2021	3615	CR Fochs LLC	Conservancy Fountain - p...		20000 · *Ac...	253.75	253.75
Bill	08/23/2021	6018	Suburban Wildlif...			20000 · *Ac...	250.00	503.75
Bill	09/13/2021	092...	McMahon Asso...	Cons park pond		20000 · *Ac...	217.30	721.05
Bill	09/27/2021	092...	McMahon Asso...			20000 · *Ac...	261.00	982.05
Bill	11/08/2021	092...	McMahon Asso...			20000 · *Ac...	560.50	1,542.55
Total 6-54100 · SW - Conservancy Pond Maint.							1,542.55	1,542.55
6-54500 · SW - Ditch Maintenance, Mowing								
Bill	10/25/2021	20590	Winnebago Cty....	Acco Ave		20000 · *Ac...	73.48	73.48
Total 6-54500 · SW - Ditch Maintenance, Mowing							73.48	73.48
6-55100 · SW - Conservancy Pond Fountain								
Bill	10/25/2021	6073	Suburban Wildlif...			20000 · *Ac...	250.00	250.00
Total 6-55100 · SW - Conservancy Pond Fountain							250.00	250.00
6-55200 · SW - CTH "O" Pond (Capital)								
Bill	08/23/2021	4059	Marshland Tran...	CTH O Pond aquatic plant...		20000 · *Ac...	4,561.30	4,561.30
Bill	08/23/2021	40109	Lakeshore Clea...	Spray cattails		20000 · *Ac...	1,094.00	5,655.30
Bill	08/23/2021	40094	Lakeshore Clea...	Herbicide prairie area 3.7...		20000 · *Ac...	1,125.00	6,780.30
Bill	08/23/2021	39935	Lakeshore Clea...	herbicide prairie 2.5 acres...		20000 · *Ac...	875.00	7,655.30
Bill	08/23/2021	092...	McMahon Asso...	Praire Seeding Management		20000 · *Ac...	893.05	8,548.35
Bill	08/23/2021	092...	McMahon Asso...	goose fencing supply and i...		20000 · *Ac...	2,423.05	10,971.40
Bill	09/13/2021	4084	Marshland Tran...			20000 · *Ac...	1,698.50	12,669.90
Bill	09/13/2021	092...	McMahon Asso...	CTH O pond seeding		20000 · *Ac...	167.00	12,836.90
Bill	09/27/2021	923...	McMahon Asso...			20000 · *Ac...	197.45	13,034.35
Bill	09/27/2021	092...	McMahon Asso...	aquatic planting		20000 · *Ac...	4,377.50	17,411.85
Bill	09/27/2021	092...	McMahon Asso...	goose fencing , supply an...		20000 · *Ac...	5,474.47	22,886.32
Bill	09/27/2021	4091	Marshland Tran...	aquatic plants		20000 · *Ac...	717.00	23,603.32
Bill	10/18/2021	Cert ...	Lakeshore Clea...	Payment #1 on seeding co...		20000 · *Ac...	2,137.50	25,740.82
Bill	11/08/2021	092...	McMahon Asso...	Aquatic Planting and Goos...		20000 · *Ac...	6,323.75	32,064.57
Bill	11/08/2021	092...	McMahon Asso...	CTH Pond Seed Bidding		20000 · *Ac...	35.50	32,100.07
Total 6-55200 · SW - CTH "O" Pond (Capital)							32,100.07	32,100.07
6-56500 · DNR Stormwater Permit Fee								
Bill	08/23/2021	471...	Wisconsin DNR...			20000 · *Ac...	500.00	500.00
Total 6-56500 · DNR Stormwater Permit Fee							500.00	500.00

Town of Neenah
Transaction Detail by Account
August 16 through December 31, 2021

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
6-57100 · Stormwater -Culvert Replacement								
Bill	10/25/2021	20590	Winnebago Cty....	Clayton Ave culvert aid		20000 · *Ac...	329.80	329.80
Total 6-57100 · Stormwater -Culvert Replacement							329.80	329.80
6-57200 · Stormwater Drainage Management								
Bill	09/27/2021	20414	Winnebago Cty....	Acco Ave culvert at CTH ...		20000 · *Ac...	6,502.81	6,502.81
Total 6-57200 · Stormwater Drainage Management							6,502.81	6,502.81
6-59200 · Stormwater - Engineering								
Bill	08/23/2021	923...	McMahon Asso...	MS4 Program Updates		20000 · *Ac...	212.40	212.40
Bill	09/13/2021	092...	McMahon Asso...	Sunset Terrace Drainage		20000 · *Ac...	274.00	486.40
Bill	09/13/2021	092...	McMahon Asso...	stormwater concept		20000 · *Ac...	53.10	539.50
Bill	09/27/2021	923...	McMahon Asso...	DNR Permitting		20000 · *Ac...	1,599.40	2,138.90
Bill	09/27/2021	092...	McMahon Asso...			20000 · *Ac...	516.60	2,655.50
Bill	09/27/2021	092...	McMahon Asso...			20000 · *Ac...	78.64	2,734.14
Bill	09/27/2021	092...	McMahon Asso...			20000 · *Ac...	411.00	3,145.14
Bill	10/25/2021	924...	McMahon Asso...			20000 · *Ac...	336.30	3,481.44
Bill	11/08/2021	092...	McMahon Asso...	Winneconne Ditch		20000 · *Ac...	481.70	3,963.14
Total 6-59200 · Stormwater - Engineering							3,963.14	3,963.14
6-59305 · SW - Drainage - Salary								
Paycheck	09/16/2021	DD1...	Armstrong, Glenn	Direct Deposit		11010-0 · C...	120.00	120.00
Paycheck	10/14/2021	DD1...	Armstrong, Glenn	Direct Deposit		11010-0 · C...	80.00	200.00
Paycheck	11/11/2021	DD1...	Armstrong, Glenn	Direct Deposit		11010-0 · C...	120.00	320.00
Total 6-59305 · SW - Drainage - Salary							320.00	320.00
6-59306 · SW - Mileage and Expenses								
Paycheck	09/16/2021	DD1...	Armstrong, Glenn	Direct Deposit		11010-0 · C...	28.00	28.00
Paycheck	09/16/2021	DD1...	Skерke, Ellen J	Direct Deposit		11010-0 · C...	35.00	63.00
Paycheck	10/14/2021	DD1...	Armstrong, Glenn	Direct Deposit		11010-0 · C...	10.08	73.08
Paycheck	11/11/2021	DD1...	Armstrong, Glenn	Direct Deposit		11010-0 · C...	32.48	105.56
Total 6-59306 · SW - Mileage and Expenses							105.56	105.56
TOTAL							47,182.31	47,182.31

Town of Neenah
Check Detail
November 8, 2021

Accounts Payable
\$ 22,070.03

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill P...	11/08/20:	27345	Aberdeen Cons...		11010-0 · Checking Accou...	
Bill	11/08/20:	59858		October Monthly Billing	51420-4 · Office Expenses	-250.00
Bill	11/08/20:	60249		November 2021 Services	51420-4 · Office Expenses	-250.00
Bill	11/08/20:	60121		Add employee for FD Co...	51420-4 · Office Expenses	-36.25
TOTAL						-536.25
Bill P...	11/08/20:	27346	Aquatic Biologi...		11010-0 · Checking Accou...	
Bill	11/08/20:	2751...		winterize fountains - rem...	55200-8 · Conservancy Park...	-650.00
TOTAL						-650.00
Bill P...	11/08/20:	27347	Bowmar Apprai...		11010-0 · Checking Accou...	
Bill	11/08/20:			Final 2021 payment per ...	51530-0 · Assessor Contract	-3,500.00
TOTAL						-3,500.00
Bill P...	11/08/20:	27348	Brazeo Ace Har...	90012	11010-0 · Checking Accou...	
Bill	11/08/20:				55200-3 · Parks - Supplies &...	-15.99
TOTAL						-15.99
Bill P...	11/08/20:	27349	Conway Shield, ...	52210-3	11010-0 · Checking Accou...	
Bill	11/08/20:	0482...			52210-3 · Fire Dept Supplies...	-389.50
TOTAL						-389.50
Bill P...	11/08/20:	27350	Dempsey Law F...		11010-0 · Checking Accou...	
Bill	11/08/20:	2170...		amended boundary	51300-0 · Legal Services	-667.00
TOTAL						-667.00
Bill P...	11/08/20:	27351	Fire Apparatus ...		11010-0 · Checking Accou...	
Bill	11/08/20:	22668			52210-2 · Fire Dept. Vehicle ...	-2,158.04
TOTAL						-2,158.04
Bill P...	11/08/20:	27352	Fox Crossing U...		11010-0 · Checking Accou...	
Bill	11/08/20:	5379...			51420-8 · MB Utilities	-28.80
Bill	11/08/20:	5379...			51420-8 · MB Utilities	-19.20
TOTAL						-48.00
Bill P...	11/08/20:	27353	Industrial Safet...		11010-0 · Checking Accou...	
Bill	11/08/20:	57900		name patch fitzgerald	52210-9 · Fire Dept. New Eq...	-88.00
TOTAL						-88.00

Town of Neenah
Check Detail
November 8, 2021

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill P...	11/08/20:	27354	Krueger True V...		11010-0 · Checking Accou...	
Bill	11/08/20:	99222		light bulbs for restrooms ...	55200-3 · Parks - Supplies &...	-53.96
TOTAL						-53.96
Bill P...	11/08/20:	27355	McMahon Asso...		11010-0 · Checking Accou...	
Bill	11/08/20:	0924...		Aquatic Planting and Go...	6-55200 · SW - CTH "O" Po...	-6,323.75
Bill	11/08/20:	0924...		CTH Pond Seed Bidding	6-55200 · SW - CTH "O" Po...	-35.50
					6-54100 · SW - Conservancy...	-580.50
				GIS Support	53311-9 · Hwy - GIS	-240.00
				Winneconne Ditch	6-59200 · Stormwater - Engi...	-481.70
					53311-5 · Hwy Exp- McMahon	-137.00
				STP Urband application - ...	53311-5 · Hwy Exp- McMahon	-1,947.00
				STP Urban Application - ...	53311-5 · Hwy Exp- McMahon	-1,336.00
Bill	11/08/20:	0924...			6-53400 · SW - Illicit Dischar...	-1,494.90
TOTAL						-12,556.35
Bill P...	11/08/20:	27356	Mike Caves Rus...		11010-0 · Checking Accou...	
Bill	11/08/20:	0960...			52210-2 · Fire Dept. Vehicle ...	-600.00
TOTAL						-600.00
Bill P...	11/08/20:	27357	Oshkosh Fire a...		11010-0 · Checking Accou...	
Bill	11/08/20:	1854...			52210-9 · Fire Dept. New Eq...	-300.00
TOTAL						-300.00
Bill P...	11/08/20:	27358	Spectrum		11010-0 · Checking Accou...	
Bill	11/08/20:	0029...			52210-6 · Fire Dept Phone	-39.99
					51420-7 · Office Telephone	-284.95
TOTAL						-324.94
Bill P...	11/08/20:	27359	Winnebago Liq...	51610-1	11010-0 · Checking Accou...	
Bill	11/08/20:	70885		10/28/2021 holding tank	51610-1 · Maintenance & Op...	-75.00
TOTAL						-75.00
Bill P...	11/08/20:	27360	Wisconsin Dept...	51422-0	11010-0 · Checking Accou...	
Bill	11/08/20:	Acct ...		background check - july ...	51422-0 · Alcohol License E...	-7.00
TOTAL						-7.00
Bill P...	11/08/20:	27361	zz Siebert, Nicole		11010-0 · Checking Accou...	
Bill	11/08/20:			Return \$100 Deposit 11-...	48200-1 · Municipal Building ...	-100.00
TOTAL						-100.00

7:55 AM
11/07/21

Town of Neenah
Check Detail
November 11, 2021

Payroll
Gross = \$12,932.00 / \$1315.31
Net = \$12,225.91

Type	Date	Num	Name	Memo	Account	Paid Amount
Payc...	11/11/20:	DD1...	Armstrong, Glenn	Direct Deposit	11010-0 - Checking Accou...	
				Direct Deposit	51110-1 - Supervisors - Sala...	-615.00
				Direct Deposit	53311-0 - Highway & Street ...	-140.00
				Direct Deposit	6-59305 - SW - Drainage - S...	-120.00
				Direct Deposit	51110-2 - Supervisors per dl...	-90.00
				Direct Deposit	66000 - Nationwide Retireme...	-72.38
				Direct Deposit	21520-0 - Nationwide Payable	72.38
				Direct Deposit	53311-1 - Hwy Mileage and ...	-43.68
				Direct Deposit	6-59306 - SW - Mileage and ...	-32.48
				Direct Deposit	65000 - Medicare Taxes	-13.99
				Direct Deposit	21514-0 - Medicare Taxes P...	13.99
				Direct Deposit	21514-0 - Medicare Taxes P...	13.99
				Direct Deposit	2110 - Direct Deposit Liabli...	1,027.17
TOTAL						0.00
Payc...	11/11/20:	DD1...	Cardoza, Brooke	Direct Deposit	11010-0 - Checking Accou...	
				Direct Deposit	51110-1 - Supervisors - Sala...	-615.00
				Direct Deposit	51110-2 - Supervisors per dl...	-90.00
				Direct Deposit	66000 - Nationwide Retireme...	-52.88
				Direct Deposit	21520-0 - Nationwide Payable	52.88
				Direct Deposit	65000 - Medicare Taxes	-10.22
				Direct Deposit	21514-0 - Medicare Taxes P...	10.22
				Direct Deposit	21514-0 - Medicare Taxes P...	10.22
				Direct Deposit	2110 - Direct Deposit Liabli...	694.78
TOTAL						0.00
Payc...	11/11/20:	DD1...	King, Edmund	Direct Deposit	11010-0 - Checking Accou...	
				Direct Deposit	52210-0 - Fire Chief - Salary	-625.00
				Direct Deposit	66000 - Nationwide Retireme...	-46.88
				Direct Deposit	21520-0 - Nationwide Payable	46.88
				Direct Deposit	65000 - Medicare Taxes	-9.06
				Direct Deposit	21514-0 - Medicare Taxes P...	9.06
				Direct Deposit	21514-0 - Medicare Taxes P...	9.06
				Direct Deposit	2110 - Direct Deposit Liabli...	615.94
TOTAL						0.00
Payc...	11/11/20:	DD1...	Klinka, Gary	Direct Deposit	11010-0 - Checking Accou...	
				Direct Deposit	52400-0 - Building Inspection	-1,049.50
				Direct Deposit	66000 - Nationwide Retireme...	-78.71
				Direct Deposit	21520-0 - Nationwide Payable	78.71
				Direct Deposit	65000 - Medicare Taxes	-15.22
				Direct Deposit	21514-0 - Medicare Taxes P...	15.22
				Direct Deposit	21514-0 - Medicare Taxes P...	15.22
				Direct Deposit	2110 - Direct Deposit Liabli...	1,034.28
TOTAL						0.00

Town of Neenah
Check Detail
November 11, 2021

Type	Date	Num	Name	Memo	Account	Paid Amount
Payc...	11/11/20:	DD1...	Rosenfeldt, Tho...	Direct Deposit	11010-0 · Checking Accou...	
				Direct Deposit	51610-2 · Maintenance - Sal...	-70.00
				Direct Deposit	51610-2 · Maintenance - Sal...	-100.00
				Direct Deposit	66000 · Nationwide Retireme...	-12.75
				Direct Deposit	21520-0 · Nationwide Payable	12.75
				Direct Deposit	55200-3 · Parks - Supplie &...	-8.40
				Direct Deposit	65000 · Medicare Taxes	-2.47
				Direct Deposit	21514-0 · Medicare Taxes P...	2.47
				Direct Deposit	21514-0 · Medicare Taxes P...	2.47
				Direct Deposit	2110 · Direct Deposit Liabillti...	175.93
TOTAL						0.00
Payc...	11/11/20:	27362	Sargent, Lori		11010-0 · Checking Accou...	
					51420-2 · Deputy Clerk/Tres...	-517.50
					65000 · Medicare Taxes	-7.50
					21514-0 · Medicare Taxes P...	7.50
					21514-0 · Medicare Taxes P...	7.50
TOTAL						-510.00
Payc...	11/11/20:	27363	Schmeichel, Ro...		11010-0 · Checking Accou...	
					51100-1 · Chairman - Salary	-1,230.00
					51100-2 · Chairman per diem	-450.00
					66000 · Nationwide Retireme...	-126.00
					21520-0 · Nationwide Payable	126.00
					51100-3 · Chairman Expenses	-143.36
					51120-0 · Membership / Se...	-119.42
					24000-0 · Payroll Liabilities	100.00
					65000 · Medicare Taxes	-24.36
					21514-0 · Medicare Taxes P...	24.36
					21514-0 · Medicare Taxes P...	24.36
					24000-0 · Payroll Liabilities	74.75
TOTAL						-1,743.67
Payc...	11/11/20:	DD1...	Skerke, Ellen J	Direct Deposit	11010-0 · Checking Accou...	
				Direct Deposit	51420-0 · Clerk - Salary	-5,000.00
				Direct Deposit	51420-0 · Clerk - Salary	-135.00
				Direct Deposit	21530-0 · WRS Payable	346.61
				Direct Deposit	51421-0 · Clerk Retirement ...	-346.61
				Direct Deposit	21530-0 · WRS Payable	346.61
				Direct Deposit	66000 · Nationwide Retireme...	-385.13
				Direct Deposit	21520-0 · Nationwide Payable	385.13
				Direct Deposit	21533-0 · Health Insurance ...	151.35
				Direct Deposit	51421-2 · Clerk- Health Insur...	-740.45
				Direct Deposit	21533-0 · Health Insurance ...	740.45
				Direct Deposit	51420-1 · Clerk Treasurer Ex...	-33.60
				Direct Deposit	51420-4 · Office Expenses	-50.73
				Direct Deposit	51420-4 · Office Expenses	-50.00
				Direct Deposit	51420-9 · Postage	-2.72
				Direct Deposit	51430-0 · Membership / Se...	-164.00
				Direct Deposit	24000-0 · Payroll Liabilities	816.00
				Direct Deposit	65000 · Medicare Taxes	-72.27
				Direct Deposit	21514-0 · Medicare Taxes P...	72.27
				Direct Deposit	21514-0 · Medicare Taxes P...	72.27
				Direct Deposit	24000-0 · Payroll Liabilities	249.86
				Direct Deposit	2110 · Direct Deposit Liabillti...	3,799.96
TOTAL						0.00

Town of Neenah
Check Detail
November 11, 2021

Type	Date	Num	Name	Memo	Account	Paid Amount
Payc...	11/11/20:	27364	Weiss, James		11010-0 · Checking Accou...	
					51110-1 · Supervisors - Sala...	-615.00
					51110-2 · Supervisors per di...	-405.00
					66000 · Nationwide Retireme...	-76.50
					21520-0 · Nationwide Payable	76.50
					51110-3 · Supervisors Expen...	-136.08
					51120-0 · Membership / Se...	-204.44
					65000 · Medicare Taxes	-14.79
					21514-0 · Medicare Taxes P...	14.79
					21514-0 · Medicare Taxes P...	14.79
TOTAL						-1,345.73
Payc...	11/11/20:	DD1...	Wilde, Thomas	Direct Deposit	11010-0 · Checking Accou...	
				Direct Deposit	51110-1 · Supervisors - Sala...	-615.00
				Direct Deposit	51110-2 · Supervisors per di...	-450.00
				Direct Deposit	66000 · Nationwide Retireme...	-79.88
				Direct Deposit	21520-0 · Nationwide Payable	79.88
				Direct Deposit	51110-3 · Supervisors Expen...	-162.40
				Direct Deposit	51120-0 · Membership / Se...	-164.00
				Direct Deposit	24000-0 · Payroll Liabilities	74.00
				Direct Deposit	65000 · Medicare Taxes	-15.45
				Direct Deposit	21514-0 · Medicare Taxes P...	15.45
				Direct Deposit	21514-0 · Medicare Taxes P...	15.45
				Direct Deposit	24000-0 · Payroll Liabilities	23.50
				Direct Deposit	2110 · Direct Deposit Liabiliti...	1,278.45
TOTAL						0.00

Town of Neenah
Deposit Detail
October 2021

Deposit Details

Type	Date	Name	Memo	Account	Amount
Deposit	10/04/2021		Deposit	11011-0 · Money Market - Genera...	22,559.65
		WI Dept. of Reve...	Deposit	43531-0 · State Grant-Trans Aid	-22,559.65
TOTAL					-22,559.65
Deposit	10/21/2021		Deposit	11011-0 · Money Market - Genera...	8,355.51
		Assessment letters	Deposit	46110-0 · Clerk's Assessment Lett...	-80.00
		WE Energies Roa...	Deposit	44320-0 · Road Permits	-25.00
		Jurek Lease	Deposit	48200-2 · Land Rent	-60.00
		Building Permits	Deposit	44310-0 · Building Permits	-3,511.19
		Dog Licenses	Deposit	44210-0 · Dog Licenses Fee	-30.00
		911 Signs	Deposit	46220-0 · 911 Signs	-80.00
		Sanitary District #2	reimb foreclosure	51420-4 · Office Expenses	-4,569.32
TOTAL					-8,355.51
Deposit	10/21/2021		Deposit	11055-0 · MM- Impact Fund (123)	900.00
		Impact Fees	Deposit	44325-0 · Building Permits - Impac...	-900.00
TOTAL					-900.00
Deposit	10/29/2021		Deposit	11011-0 · Money Market - Genera...	1,492.57
		Cell Tower Rent	Deposit	48200-4 · Cell Tower	-1,492.57
TOTAL					-1,492.57
Deposit	10/31/2021		Interest	11010-0 · Checking Account Gen...	1.42
			Interest	48110-0 · Interest Income	-1.42
TOTAL					-1.42
Deposit	10/31/2021		Interest	11055-0 · MM- Impact Fund (123)	0.19
			Interest	48180-0 · Interest - Impact Fees	-0.19
TOTAL					-0.19
Deposit	10/31/2021		Interest	6-11015 · MM - Storm Water (135)	193.13
			Interest	6-48150 · Interest Income - Storm...	-193.13
TOTAL					-193.13
Deposit	10/31/2021		Interest	11011-0 · Money Market - Genera...	257.12
			Interest	48110-0 · Interest Income	-257.12
TOTAL					-257.12
Deposit	10/31/2021		Interest	11320-0 · Tullar Road CD (371)	9.06
			Interest	48160-0 · Interest Income- Tullar R...	-9.06
TOTAL					-9.06

Town of Neenah
Deposit Detail
October 2021

<u>Type</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
Deposit	10/31/2021		Interest	11011-5 · Certificate of Dep-Gener...	340.26
			Interest	48110-0 · Interest Income	-340.26
TOTAL					-340.26

Town of Neenah
Payroll Transaction Detail
November 2021

Nationwide
\$ 931.11

Date	Num	Type	Source Name	Payroll Item	Wage Base	Amount
11/11/2021	DD1...	Paycheck	Armstrong, Glenn	Nationwide Retirement Fund	0.00	-72.38
						-72.38
11/11/2021	DD1...	Paycheck	Cardoza, Brooke	Nationwide Retirement Fund	0.00	-52.88
						-52.88
11/11/2021	DD1...	Paycheck	King, Edmund	Nationwide Retirement Fund	0.00	-46.88
						-46.88
11/11/2021	DD1...	Paycheck	Klinka, Gary	Nationwide Retirement Fund	0.00	-78.71
						-78.71
11/11/2021	DD1...	Paycheck	Rosenfeldt, Tho...	Nationwide Retirement Fund	0.00	-12.75
						-12.75
11/11/2021		Paycheck	Schmeichel, Ro...	Nationwide Retirement Fund	0.00	-126.00
						-126.00
11/11/2021	DD1...	Paycheck	Skерke, Ellen J	Nationwide Retirement Fund	0.00	-385.13
						-385.13
11/11/2021		Paycheck	Weiss, James	Nationwide Retirement Fund	0.00	-76.50
						-76.50
11/11/2021	DD1...	Paycheck	Wilde, Thomas	Nationwide Retirement Fund	0.00	-79.88
						-79.88
TOTAL						-931.11

7:39 AM
11/06/21
Accrual Basis

Town of Neenah
General Ledger
As of November 30, 2021

W1 Retirement
\$ 693.22

Type	Date	Num	Name	Memo	Split	Amount
21530-0 · WRS Payable						
Paycheck	11/11/2021	DD1...	Skерke, Ellen J	Direct Dep...	11010-0 · C...	346.61
Paycheck	11/11/2021	DD1...	Skерke, Ellen J	Direct Dep...	11010-0 · C...	346.61
Total 21530-0 · WRS Payable						693.22
34300-0 · Fund Balances Town of Neenah						
Total 34300-0 · Fund Balances Town of Neenah						
51420-0 · Clerk - Salary						
Paycheck	11/11/2021	DD1...	Skерke, Ellen J	Direct Dep...	11010-0 · C...	-5,000.00
Paycheck	11/11/2021	DD1...	Skерke, Ellen J	Direct Dep...	11010-0 · C...	-135.00
Total 51420-0 · Clerk - Salary						-5,135.00
TOTAL						-4,441.78

7:42 AM
11/06/21

Town of Neenah
Payroll Liability Balances
November 2021

Federal Taxes \$ 1360.66
State Taxes - \$ 348.11

	<u>BALANCE</u>	
Payroll Liabilities		
Federal Withholding	990.00	} 1360.66
Medicare Employee	185.33	
Medicare Company	185.33	
WI - Withholding	348.11	
Medicare Employee Addl Tax	0.00	
Total Payroll Liabilities	<u><u>1,708.77</u></u>	

7:39 AM
11/06/21
Accrual Basis

Town of Neenah
General Ledger
As of November 30, 2021

*WI Health
Insurance*

Type	Date	Num	Name	Memo	Split	Amount
21533-0 · Health Insurance Payable						
Paycheck	11/11/2021	DD1...	Skерke, Ellen J	Direct Dep...	11010-0 · C...	151.35
Paycheck	11/11/2021	DD1...	Skерke, Ellen J	Direct Dep...	11010-0 · C...	740.45
Total 21533-0 · Health Insurance Payable						891.80
TOTAL						891.80

**Town of Neenah
Winnebago County
2022 Proposed Budget**

General Fund	Actual 2020	Budget 2021	Year End Estimate 2021	Proposed Budget 2022	Percent Change
REVENUES:					
General Property Taxes	\$ 451,160	\$ 494,908	\$ 494,534	\$ 491,602	-0.7%
Intergovernmental Revenues	\$ 510,172	\$ 485,926	\$ 470,119	\$ 434,633	-10.6%
Licenses & Permits	\$ 60,707	\$ 48,265	\$ 35,956	\$ 34,630	-28.3%
Fines, Forfeitures & Penalties	\$ -	\$ -	\$ -	\$ -	
Public Charges for Services	\$ 213,723	\$ 268,778	\$ 273,979	\$ 204,730	-23.8%
Intergovernmental Charges for Services	\$ 45,000	\$ 53,000	\$ 53,000	\$ 53,000	0.0%
Miscellaneous Revenues	\$ 797,419	\$ 36,178	\$ 83,310	\$ 27,784	-23.2%
Other Financing Sources	\$ 348,231	\$ -	\$ -	\$ -	
TOTAL REVENUES	\$ 2,426,412	\$ 1,387,056	\$ 1,410,897	\$ 1,246,379	-10.1%
Cash Balance Applied	\$ (381,792)	\$ (41,771)	\$ (212,415)	\$ 316,382	-857.4%
TOTAL REV. & CASH BALANCE APPLIED	\$ 2,044,620	\$ 1,345,285	\$ 1,198,482	\$ 1,562,761	16.2%
EXPENDITURES:					
General Government	\$ 561,819	\$ 382,158	\$ 340,105	\$ 366,020	-4.2%
Public Safety	\$ 186,055	\$ 174,286	\$ 131,801	\$ 158,944	-8.8%
Public Works	\$ 620,486	\$ 577,998	\$ 515,011	\$ 822,094	42.2%
Culture, Recreation & Education	\$ 471,382	\$ 101,226	\$ 101,948	\$ 113,226	11.9%
Debt Service	\$ 204,878	\$ 109,617	\$ 109,617	\$ 102,477	-6.5%
TOTAL EXPENDITURES	\$ 2,044,620	\$ 1,345,285	\$ 1,198,482	\$ 1,562,761	16.2%
Fund Balance January 1	\$ 597,875	\$ 942,550	\$ 979,667	\$ 1,192,082	
Net Change in Fund Balance	\$ 381,792	\$ 41,771	\$ 212,415	\$ (316,382)	
Fund Balance December 31	\$ 979,667	\$ 984,321	\$ 1,192,082	\$ 875,700	

Other Funds

American Rescue Plan Act Fund

Fund Balance January 1	\$ -	\$ -	\$ -	\$ 184,583
Net Change in Fund Balance	\$ -	\$ -	\$ 184,583	\$ 184,583
Fund Balance December 31	\$ -	\$ -	\$ 184,583	\$ 369,166

Impact Fee Fund

Fund Balance January 1	\$ 105,607	\$ 2,307	\$ 2,608	\$ 4,609
Net Change in Fund Balance	\$ (102,999)	\$ 1,200	\$ 2,001	\$ 1,500
Fund Balance December 31	\$ 2,608	\$ 3,507	\$ 4,609	\$ 6,109

Tullar Road Fund

Fund Balance January 1	\$ 27,870	\$ 30,559	\$ 30,401	\$ 32,508
Net Change in Fund Balance	\$ 2,531	\$ 2,600	\$ 2,107	\$ 2,102
Fund Balance December 31	\$ 30,401	\$ 33,159	\$ 32,508	\$ 34,610

Stormwater Fund

Fund Balance January 1	\$ 355,263	\$ 169,563	\$ 298,925	\$ 568,479
Net Change in Fund Balance	\$ (56,338)	\$ 255,321	\$ 269,554	\$ 274,639
Fund Balance December 31	\$ 298,925	\$ 424,884	\$ 568,479	\$ 843,118

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT AMONG
THE CITY OF NEENAH, THE TOWN OF NEENAH,
AND THE TOWN OF NEENAH SANITARY DISTRICT #2
TO PROVIDE FOR ORDERLY GROWTH AND DEVELOPMENT
WITHIN AGREED-UPON MUNICIPAL BOUNDARIES

This Agreement is entered into by and among the City of Neenah ("City"), the Town of Neenah ("Town"), and the Town of Neenah Sanitary District #2. The purpose of the Agreement is to set forth the procedures, terms and conditions by which the parties wish to achieve the following mutual goals pursuant to Section 66.0301 of the Wisconsin Statutes and to settle their dispute in *Town of Neenah v. City of Neenah, Winnebago Co.* Case No. 2001 CV 1142 pursuant to Section 66.0225, Wisconsin Statutes:

- Orderly, planned growth for the City and the Town and the provision of appropriate, cost-effective municipal services for such development;
- Orderly boundaries between the City and the Town, promoting cost-effective provision of services and more efficient operation of all units of government;
- Continual City growth to provide the City with an ever-renewing and expanding tax base and a pool of citizen leadership;
- Continual development for the Town to replace tax base lost due to City growth, so that the Town may also have an ever-renewing and expanding tax base and a pool of citizen leadership;
- Promotion of diversity and balanced development in the City and the Town;
- Prevention of unplanned development leading to urban sprawl, and protection of the area's natural resources, including its lakes, streams, rivers, wetlands, and woodlands; and
- Promotion of quality development in the City and the Town.

ARTICLE I
PLANNING AND GROWTH AREA DEFINITIONS

- 1.1 City Growth Areas. Attached and incorporated by reference is a map marked Exhibit A, identifying existing City development, shown in white, and additional territory identified as "City Growth Area," shown in pink. The City Growth Areas consist primarily of currently undeveloped land that the parties acknowledge is to be developed within the City's municipal boundaries. The

territory within the City Growth Areas will be developed with comprehensive urban services, including but not limited to sanitary sewers and water in conformance with the City's comprehensive plan.

- 1.2 Town Growth Areas. The areas shown in purple on Exhibit A, shall be "Town Growth Areas." The Town Growth Areas include areas of existing development and adjacent areas that the parties acknowledge are to be developed within the Town's municipal boundaries. Within the Town Growth Areas, when sanitary sewer is available (meaning the area is included in the Sewer Service Area boundaries established by East Central Wisconsin Regional Planning Commission and sewer main is installed to a location that could accommodate hook-ups), the Town Sanitary District(s) will provide sewer hook-ups to Town properties. The Town Growth Areas are subject to modification as provided in section 1.7, below.

- 1.3 Hybrid Areas. Existing developed areas shown in blue on Exhibit A, shall be "Hybrid Areas." "Hybrid Areas" are defined as areas that are considered City Growth, however, have the option to receive sewer for a defined period of time without annexation. Within the Hybrid Areas, when sanitary sewer is available (meaning the area is included in the Sewer Service Area boundaries established by the East Central Regional Planning Commission and sewer main is installed to a location that could accommodate hook-ups), the City will provide sewer hook-ups to Town properties, at the property owner's cost, provided the property owner guarantees the eventual annexation either upon sale of the property to third parties or the passage of 15 years (but not to exceed the term of this Agreement), whichever comes first. Such guarantee shall be in written recordable form signed by the property owner. The City is responsible to obtain the recordable document. Creation of Town and/or City islands will be permitted and not contested by the parties to this Agreement during this transition period. In the event that any of the properties in the Hybrid Areas require water service from the City, they shall be required to annex to the City upon receipt of that service. For purposes of this Section 1.3, "third parties" are defined as anyone other than the property owner's mother, father, child, stepchild or grandparent.

The Town agrees that it will not object should the City at any time annex or attach the entirety of the Armstrong Street right-of-way north of the southern lot line of Parcel 0100509. The City shall defend, indemnify, and hold harmless the Town and its employees, agents, and officials, from and against all claims brought by third-parties related to the City's authority to annex or attach the Armstrong Street right-of-way.

For all other public rights-of-way within Hybrid Areas, no portion of the right-of-way may be annexed or attached by the City until such time that at least 50% of the frontage on the relevant right-of-way has been annexed or attached or is otherwise located within the City's jurisdictional boundaries. The City may adopt an ordinance under Wis. Stat. § 66.0301(6)(c)2 annexing or attaching the entire right-of-way. Notwithstanding the above, if at any time a portion of right-of-way in the hybrid area is in the Town but joined on both ends by City right-of-way, the City may annex the portion of right-of-way from the Town to connect the two ends and make one continuous City right-of-way.

- 1.4 Non-annexed City Service Areas. The areas shown in gray on Exhibit A along Dixie Road and U.S. Highway 41, a total of approximately 132 acres, shall be "Non-annexed City Service Areas." Within the Non-annexed City Service Areas, the City will provide sanitary sewer extensions. Town properties within these areas will be allowed to connect to the City Sanitary sewers provided the Town properties pay their proportionate share of the extension and hook up to the City Sanitary sewers. The Town properties within Non-annexed City Service Areas will not be required to annex to the City in order to receive City Sanitary sewers. The Town agrees to cooperate with the City to assess any special assessments required to extend City sanitary sewers to Town properties in the Non-annexed City Service Area. There shall be only one assessment for each benefiting public improvement component (e.g., road pavement, curb & gutter, public sidewalk, streetlights, sanitary sewers, water, etc.). In the event that any of the properties in the Non-annexed City Service Areas require water service from the City, they shall be required to annex to the City upon receipt of that service. If all or any portion of the non-annexed City Service Areas are annexed, the City will make revenue sharing payments to the Town until April 15 2033 in equal annual payments. The revenue sharing payments will be calculated by using the assessed value of the real estate and personal property on the date of the annexation. In the event that the assessed value changes due to a change in how the State assesses property, the payment will be recalculated to reflect such change. The revenue sharing formula will be based on the Town tax rate in effect on the date of the annexation. Creation of Town and/or City islands will be permitted and not contested by the parties during the term of this Agreement.

- 1.5 Town Service Areas. The areas shown in yellow on Exhibit A, a total of approximately 32 acres, shall be "Town Service Areas." Within the Town Service Areas, when sanitary sewer is available (meaning the area is included in the Sewer Service Area boundaries established by the East Central Regional Planning Commission and sewer main is installed to a location that could accommodate hook-ups), the Town Sanitary District(s) will provide sewer hook-ups to Town properties. No City water service will be provided until property is

annexed. Annexations will be according to state statutes; no Town and/or City islands will be permitted.

- 1.6 Parks/Environmentally Sensitive Areas. The areas shown in green on Exhibit A shall be "Parks/Environmentally Sensitive Areas." Existing parks shall be as they exist as of the date of this Agreement. Non-park environmentally sensitive areas shall be those areas identified on DNR wetland maps and floodplains designated by FEMA or other governmental agencies, as areas where development is prohibited. In Parks/Environmentally Sensitive Areas, no development shall be permitted except such development necessary to promote recreational use and/or necessary to protect the natural environment. Notwithstanding the foregoing, nothing in this Agreement is intended by the parties to restrict the ability of either party to modify the boundaries of existing environmental areas in accordance with shoreland, floodplain or wetland zoning or other regulations. If a Town park become surrounded by the City, the Town shall transfer its entire interest in the park to the City and the City shall accept the transfer and, thereafter, assume jurisdiction over and liability for the park. The parties acknowledge that the City's agreement to assume jurisdiction over and liability for the park constitutes adequate consideration for the transfer. The parties further acknowledge that the definition of "Parks/Environmentally Sensitive Areas" differs from the official definition used by East Central Wisconsin Regional Planning Commission and the Wisconsin Department of Natural Resources for Sewer Service Area planning purposes.
- 1.7 Boundaries Of Growth Areas. The parties agree that the Growth Areas identified for each party have been determined after considerable negotiation and, as so delineated, serve the best interests of each of the parties. No party will seek or allow, through any annexation or detachment process, any change in the delineated boundaries that would be contrary to the terms of this Agreement, unless the change is by mutual consent of the City and the Town. Each party retains the right to determine the sequence of sewered development of each specific parcel of land within its Growth Areas, and to exchange like numbered acres of sewered land between designated Sanitary Sewer Service Area boundaries and land outside said boundaries.
- 1.8 Unsewered Development in Town. The Town also reserve the right to permit unsewered development on land in the Town Growth Areas, provided the development is consistent with the Town's comprehensive plan, which plan will not be adopted or amended without providing the City with an opportunity to comment thereon. While the City's right to comment on the Town's comprehensive plan shall not be construed as a right to approve or disapprove of

the plan or its components, the Town will consider the City's comments before adoption or amendment of their plans. The Town will not permit any additional unsewered development in the City Growth Areas beyond the development that is permitted in Sections 2.2 and 2.3(c), below.

- 1.9 City/Town Road Boundaries. Where a road is proposed in an annexation to serve as a boundary between the City and the Town, the governments will discuss the exact location of the boundary in order to avoid jurisdictional confusion over the governmental services to be provided within or by way of that segment of highway. In general, the City will either annex all or none of the road right-of-way. The Town will cooperate with the City on the City's reconstruction of the road to urban standards according to the City's capital improvement program. The City must obtain the Town's consent before the Town is financially obligated to pay for any portion of the reconstruction of the relevant road.

- 1.10 East Central Wisconsin Regional Planning Commission. The East Central Wisconsin Regional Planning Commission ("East Central") is the official comprehensive planning agency for the East Central Wisconsin Counties of Calumet, Fond du Lac, Green Lake, Marquette, Menominee, Outagamie, Shawano, Waupaca, Waushara and Winnebago. As a Regional Planning Commission, East Central participates in the process of defining geographical areas where sanitary sewers may be extended ("Sewer Service Area"). The boundary of a Sewer Service Area delineates those areas which can be provided public sanitary sewer more cost-effectively than on-site treatment methods over a 20-year period. The Sewer Service Area is ultimately defined and approved by the Wisconsin Department of Natural Resources under Wisconsin Administrative Code NR-121. The parties acknowledge that the extension of sanitary sewers as referenced in this Agreement is subject to review and approval by East Central and the Wisconsin Department of Natural Resources. Nothing contained in this Agreement is intended to modify the planning and review processes administered by East Central.

ARTICLE II DEVELOPMENT WITHIN CITY GROWTH AREAS

- 2.1 General Agreement. The City and the Town covenant to take action, or refrain from taking action, as set forth in this Article II, with respect to those areas delineated as City Growth Areas.

- 2.2 Town Covenants. The Town agrees as follows concerning the City Growth Areas:

- (a) The City may condition any extension of sewer and water services (collectively "City Services") into the City Growth Areas on annexation of those to the City, notwithstanding the agreement of the parties with regard to any other areas subject to this Agreement. Any property owner in the City Growth Area that seeks and receives City Services will be required to annex to the City without objection by the Town.
- (b) The Town will cooperate to maintain currently undeveloped lands in an undeveloped state, in order to preserve them for future City development. It is acknowledged that City development of such lands may be gradual, extending over several decades.
- (c) The Town will discourage premature development by recommending that Winnebago County ~~maintain~~ deny any request for zoning classifications that do not permit, or that discourage, such development and by informing its assessor of the nature of this Agreement so that assessments consistent with preserving land until needed by the City are promoted to the extent allowed by assessment laws. If at any time during the term of this Agreement, the Town exercises town zoning, the Town will prohibit premature development by maintaining zoning classifications that do not permit, or that discourage, such development. Notwithstanding the restrictions in this section, property owners within the City Growth Areas will be permitted to develop land in accordance with the zoning classifications in effect as of April 15, 2003.
- (d) The Town will recommend that Winnebago County maintain zoning classifications in existence as of April 15, 2003. If at any time during this Agreement, the Town exercises town zoning, the Town will maintain zoning classifications in existence as of the April 15, 2003. Any changes to zoning classifications will be recommended for approval, or as applicable, approved by the Town only after consultation with, and the agreement of, the City. Development in the City Growth Areas proposed for purposes other than those that are authorized under zoning in effect as of the date of this Agreement shall be subject to City approval in accordance with development standards set forth in the City's ordinances. Consultation by the Town, and the agreement or disapproval of the City, shall be in writing. Failure of the City to respond within 30 days of notice shall be deemed an approval. Failure of the Town to abide by the City action of disapproval shall void the subject amendment, to the extent permitted by law. Notwithstanding the foregoing, nothing in this Agreement shall limit the one-time division of a five-acre or larger parcel

existing as of the date of this Agreement into two parcels for residential purposes if otherwise permitted by the Town's zoning and subdivision regulations in effect at the time of this Agreement.

- (e) To the extent authorized by law, the Town will refuse to approve or as applicable, recommend approval of certified survey maps, platted subdivisions, unless the City consents to them. Failure of the City to respond within 30 days of notice shall be deemed an approval. Failure of the Town to abide by the City action of disapproval shall void the subject amendment. Further, the Town will refer all conditional use permit applications to the City for its review and recommendation and will consider all recommendations before acting on the application. Failure of the City to respond within 30 days of notice shall be deemed a denial .
- (f) The Town will not challenge, judicially or otherwise, any annexation that is in accordance with the terms of this Agreement. The Town also agrees not to financially or otherwise support anyone who opposes or contests any such annexation. The City further agrees to meet with Town officials prior to or shortly after the filing of any annexation petition to discuss matters of mutual concern. If a party other than the City impleads the Town in any annexation lawsuit, the Town will immediately stipulate that it does not oppose the contested annexation. The Town will also cooperate with the City on the dismissal of the Town as a party to the relevant lawsuit. The Town agrees that the City may exercise powers pursuant to sec. 236.10(4), Stats., for the approval of all subdivision plats and land divisions (certified survey maps) within the annexation territory. The City's authority under the preceding will include, without limitation, the right to require full compliance by all proposed subdivision plats and land divisions with all City land subdivision regulation ordinance requirements then in effect. The Town consents to, and will not challenge directly or indirectly, the City creating Town islands through annexations of land in the City Growth Areas.
- (g) The Town will permit the City to use Town right-of-ways to extend sewer, water and other utilities into the City Growth Area and further consents to the City obtaining private easements for the extensions of City Services into the City Growth Area if public rights-of-way cannot be used.
- (h) At the City's written request, the Town will levy special assessments against the parcel in the City Growth Area for improvements that specially benefit the parcel, subject to the following conditions:

- (i) The owner may challenge the special assessment as if he or she were owners of property in the City;
 - (ii) The special assessment is not payable and interest shall not accrue until the parcel is annexed to the City. In the alternative, if the City revises its special assessment policy to allow for a credit against the special assessment for depreciation, then the City may charge and accrue interest on the special assessment, offset by the depreciation factor;
 - (iii) Upon annexation the assessment is payable in 8 annual installments with interest in accordance with the then existing City special assessment policy. (Note: if the City permits a longer payment schedule, that schedule would apply.);
 - (iv) Prior to annexation, there shall be only one assessment for each benefiting public improvement component (e.g. road pavement, curb & gutter, public sidewalk, streetlights, sanitary sewers, water, etc.);
- (i) The Town shall not acquire, directly or indirectly, an ownership interest in any additional land in the City Growth Area. The preceding does not apply to unsolicited donations, provided the donation is restricted for use as parkland or comparable public uses. The Town agrees that it would be contrary to the intent of this Agreement for it to acquire land within any portion of the City Growth Area for the purpose of directly or indirectly impeding the expansion of the City into the subject land.
- (j) The Town will cooperate with, and not object to, the City's efforts to obtain, by eminent domain or other method permitted by law any highway right-of-way necessary to extend planned City streets through the City Growth Area, including, but not limited to connecting Pendleton Road to County Highway JJ at the intersection with County Highway CB.
- (k) Except as authorized under Section 1.7 above and as exists as of the date of this Agreement, the Town will not extend sewer service from Sanitary Districts located within the boundaries of the Town Growth Areas into territory located beyond the boundaries of the Town Growth Areas. The Town will refuse to permit sanitary sewer hookups or extensions in City Growth Areas prior to annexation or City permission. Furthermore, the Town shall not create a new Town Sanitary District or enlarge existing sanitary districts in the City Growth Areas without the City's prior written consent, which consent may be withheld at the City's sole discretion.

- (l) The Town and District will cooperate with the City to carry City-generated sewage in Town or District sewer lines upon such execution of a master sewer agreement between the City and District that authorizes the relevant connection. All rights are reserved by the District and Town with respect to the review and approval of the relevant connection, which will include (but not limited to) review of the District's current and anticipated future capacity at the connection point and downstream. The Town will levy its usual and customary service charges, such as annual sewer use fee, to the property so affected, not to the City, excluding "hook-up" and other capital related fees in these areas of City Growth Areas that are within or adjacent to Town Sanitary Districts. The City will cooperate with the Town in the collections of any unpaid District Utility Charges. The provisions of this Section 2.2 (l) apply only to sewer connections occurring after the date of this Agreement.
- (m) The Town will utilize any planning and construction standards proposed by the City for new or reconstructed roads, utilities and other public facilities in the City Growth Areas, which are based upon the ultimate development capacity of said areas. The preceding does not apply to the maintenance or repair of existing roads. The planning and construction standards referenced above cannot be more stringent than the planning and construction standards then-existing in the City.
- (n) The Town shall not take any action to remove acreage, or otherwise amend the boundaries of the Sewer Service Area in the City Growth Areas as defined by East Central or its successor organization.

2.3 City Covenants. The City agrees as follows concerning the City Growth Areas:

- (a) In general, the City will annex territory from City Growth Areas whenever orderly, planned development reasonably dictates that the land should be developed within the City. However, where developed land is presently contiguous to the City on several sides, the City will encourage annexation in order to eliminate problems associated with duplication of services, or difficulties in provision of services due to illogical municipal boundaries.
- (b) The City will only annex those lands from the City Growth Areas whose owners consent to said annexation. All annexations from the City Growth Areas to the City must comply with the then existing procedural requirements of the Wisconsin Statutes, except as otherwise provided for in this Agreement. In addition to the Town's agreement not to challenge

annexations as outlined in Section 2.2 above, the Town agrees not to raise any de minimis technical objection to an annexation by the City in the City Growth Area.

- (c) If a property owner owning land within the City Growth Areas submits a proper annexation petition, the City shall annex the subject territory within the then-current statutory deadline and, furthermore, the City shall extend sewer and water to the subject property within 12 months of the date of the annexation ordinance, provided sewer and water are contiguous to the subject property. For purposes of determining contiguity, road rights-of-way are not taken into consideration. The property owner and the Town are released from the development restrictions in Section 2.2 if the City fails to meet the above 12-month deadline. The 12-month deadline may be extended by agreement between the owner and the City.
- (d) Notwithstanding paragraph 2.3(b) above, the parties agree that any parcel not annexed from the City Growth Area that is assessed for services by the City pursuant to paragraph 2.2(h) shall be designated a Hybrid Area (blue) requiring annexation upon transfer to a third party or after 10 years, or the end of the term of this Agreement, whichever is earlier.
- (e) All annexations from the City Growth Areas shall include the full width of abutting Town roads except those roads, the centerline of which is a designated borderline and those Town roads where the City of Neenah has no other right of way ownership on either side of the right-of-way which would otherwise be annexed under this paragraph (e.g., South Park Ave.). In any event, the City shall be required to either annex all or none of the adjoining Town right-of-way.
- (f) Where a new road is proposed by the City to be built on land located in the City Growth Area, the parties will discuss the exact location of the road in order to avoid jurisdictional confusion over the provision of governmental services. The City shall obtain the Town's prior written consent before the Town is financially obligated to pay for any portion of the construction or reconstruction of a road project initiated by the City in the City Growth Area.
- (g) The City shall provide notice of zoning and other land use hearings, decisions and actions to the owners of record of properties in the Town located in the City Growth Areas in the same manner as it gives notice to

the owners of record of properties in the City. The Town shall cooperate with the City to enable such notices to occur.

- (h) Where the City extends sanitary sewer interceptors or mains across or adjacent to properties located outside the corporate boundaries of the City and outside the boundaries of a current Town Sanitary District but within a Town Growth Area, the relevant Town property owner will be allowed to connect to the sewer, provided that the hook-up was to a developed parcel or lot of record existing at the time of the Agreement and the Town property owner paid the usual and customary charges for connecting to the City sewer system. This connection privilege only applies if the City sewer must pass through a portion of the Town Growth Area and to those properties by which it passes.
- (i) To the extent that the City utilizes Town road right-of-way to extend City Services into the City Growth Areas, the City shall restore the Town road right-of-way in accordance with the Town policy on restoring road right-of-way after repairs.
- (j) The City agrees to indemnify and hold the Town harmless in the event a court of competent jurisdiction imposes liability or damages as a result of the Town's promises relating to the Town's obligations applicable to the City Growth Area under this Agreement.
- (k) The City Growth Area map includes an 80-acre parcel located in Section 4, T. 19-20 N., R. 17 E., Town of Neenah, Winnebago County, Wisconsin, owned by Bank One for the benefit of what is referred to as the "DeKeyser Trust." The City agrees that the "DeKeyser Trust" land shall be developed consistent with the principles set forth in the City's 1999 2020 Plan.

ARTICLE III

DEVELOPMENT WITHIN TOWN GROWTH AREAS

- 3.1 General Agreement. The City and the Town covenant to take action, or refrain from taking action, as set forth in this Article III, with respect to those areas delineated as Town Growth Areas.
- 3.2 City Covenants. The City agrees as follows concerning the Town Growth Areas:
 - (a) The City will not annex any land from Town Growth Areas without the Town's prior written consent. A written request for consent will be

submitted to the Town upon receipt of an annexation petition. The Town will respond in writing to such a request within 30 45 days. Failure to respond within said 30 days shall be deemed to be a denial.

- (b) At the Town's option, the City will permit, without requiring annexation, extension of sanitary sewer services within the Town Growth Areas. The various agreements between the City and the Town of Neenah Sanitary District 2 are hereby amended to reflect the additional territory eligible to receive sanitary sewer services. The City shall cooperate fully with the extension of sanitary sewer services to the territory within the Town Growth Areas, provided that the design and operations plans meet then-existing professional engineering standards and further provided that the interceptor capacity is adequate to accept such projected quantities of wastewater. The relevant Sanitary District is responsible for the costs of the relevant extensions.
- (c) The City will permit the Town to use City right-of-ways to extend sewer, water and other utilities into the Town Growth Area and further consents to the Town obtaining private easements for the extensions of Town Services into the Town Growth Area if public rights-of-way cannot be used.
- (d) The City will permit the Town to use City right-of-ways to extend utilities into the Town Growth Area and further consents to the Town obtaining private easements for the extensions of Town Services into the Town Growth Area if public rights-of-way cannot be used.
- (e) The City shall not take any action to remove acreage, or otherwise amend the boundaries of the Sewer Service Area in the Town Growth Areas as defined by East Central or its successor organization.
- (f) Except as provided in Section 3.4, the City is not obligated to provide water service to any property within the Town Growth Areas without annexation unless the following conditions are met:
 - (i) Water service by the City of Neenah Water Utility will only be considered for residential development or lots of record existing on April 15, 2003. New development shall not be eligible for City water service unless such development annexes to the City.
 - (ii) The Town and property owners requesting water service from the City have exhausted all other reasonable options for the provision of water to the affected properties;

- (iii) The City of Neenah Water Commission has reviewed the steps taken by the Town and affected property owners and determined that no other feasible option for water exists;
- (iv) The City of Neenah Water Commission has reviewed the plans for extension of water into the Town Growth Area and determined that the Neenah Water Utility has the present and future capacity to provide for the expected demand created by the Town's access to the City's water system;
- (v) The Neenah Water Utility will only provide water on a wholesale basis to the Town through a single meter. The Town shall be responsible to provide for all infrastructure from the single connection with the Neenah Water Utility to the areas to be served in the Town Growth Area and for billing to individual customers in the Town Growth Areas utilizing water obtained by the Town from the Neenah Water Utility on a wholesale basis. The Town will be responsible for all costs associated with providing the wholesale connection with the Neenah Water Utility. Notwithstanding the foregoing, nothing in this Agreement shall limit the ability of the Town to assess the costs of the connection with the Neenah Water Utility, and any associated costs to provide for distribution to individual properties, in accordance with the Town's special assessment authority under §66.0703, Wis. Stats.;
- (vi) Under no circumstances shall any water connection permitted under subsection be allowed to loop and create a second connection point with the Neenah Water Utility System. In the event that such a second connection is necessary to provide the water service, the properties served by the looped water service shall be required to annex to the City before such second connection is made.
- (vii) The Neenah Water Utility may temporarily deny access to water by the Town under this provision after a connection has been established in the event that the expected output of the water treatment plant exceeds 9 million gallons in a 24-hour period. Such interruption of service shall continue until such time as the expected output of the water treatment plant declines below 9 million gallons in a 24-hour period.

The parties acknowledge that, in lieu of the above water provisions, they discussed allowing the Town to participate in the City's water utility system as if the Town were a part of the City. The parties further acknowledge that they were unable to

agree on this issue. Nevertheless, the City agrees that, upon the Town's written request, it will negotiate with the Town over the subject of adding Town territory to the City's water utility jurisdiction as if the territory were located within the City. The preceding does not obligate the City or the Town to reach an agreement on this subject matter. All rights are reserved.

3.3 Town Covenants. The Town agrees as follows concerning the Town Growth Areas:

- (a) The Town will require neighborhood development plans prior to development that address storm water control issues of concern to both the Town and the City (where the development could adversely affect storm water flows within the City's municipal boundaries or City Growth Areas). The Town will cooperate with the City in the implementation of applicable Wisconsin Priority Watershed projects.
- (b) To the extent that the Town utilizes City road right-of-way to extend Town Services into the Town Growth Areas, the Town shall restore the City road right-of-way in accordance with the City policy on restoring road right-of-way after repairs, or, in the alternative, the City shall perform the restoration work and charge the Town at the same rate that the City would internally account for the expense. It is the intent of the preceding that the price of construction be the same on both sides of the border.
- (c) The Town will provide notice to the City prior to new commercial or industrial development (including billboards), abutting or within 300 feet of Federal or State highways. The City will comment on the development plans to assure highway accessibility, aesthetics, and appropriate building design, site landscaping as well as paved surfaces for drives and parking. The City may waive its right of comment after the Town has adopted and successfully administered amendments to its land division and/or zoning ordinances regulating development along said highways.
- (d) The Town will include in its neighborhood plans, together with implementing Town zoning changes, a range of housing types that tends to create a diversity of population within the Town, as compared to county or metropolitan averages.
- (e) The Town will provide the City with the first right and exclusive option of offering water service to any Town Growth Areas, without annexation, if regulatory approval is being sought by a Town for the establishment of

municipal water service in that growth area. The parties agree that this subsection does not preclude the City from offering annexation as a condition of water service, in which case the exclusive option provision above is waived. Nor does this subsection preclude the Town from obtaining water service from the Village of Fox Crossing.

- (f) The Town agrees to indemnify and hold the City harmless in the event a court of competent jurisdiction imposes liability or damages as a result of the City's promises relating to the City's obligations applicable to the Town Growth Area under the Agreement.
- (g) The parties agree that Marathon Avenue, Industrial Drive and Maple Grove Drive may eventually be extended to the south consistent with the City's 1999 2020 Plan. The Town shall not directly or indirectly bring any form of legal action opposing any potential extensions as long as the extensions are consistent with the City's 1999 2020 Plan. However, the Town reserves its right to express its policy objections concerning the merits of a contemplated extension. Whether the extension is in a City Growth Area or a Town Growth Area, it shall be constructed in accordance with the City's then-existing road standards. The City shall pay the entire cost of any road extension project it initiates. If a road extension project is initiated by the Town, the City shall promptly reimburse the Town for the additional costs incurred by the Town to construct the road to City road standards. The Town will provide advance written notice of its intent to initiate a road project. Nothing in this subsection 3.3 (g) precludes the Town from opposing, legally or politically, the alignment of CTH "A."

3.4 Utility Service in Tullar/Oakridge Corridor.

(a) The City will, without requiring annexation of any property, permit the Town of Neenah Sanitary District #2 (the "District") to connect to the City's sanitary sewer main connection point at Rockledge Lane. The Town may extend sanitary sewer service from this connection point to service any property located within Town Growth Area provided that the Connection point will be controlled to not exceed 0.6 cubic feet per second of flowage. The sanitary sewer collection system connecting to the Rockledge Lane connection point will be owned, operated, and maintained by the District at no cost to the City.

The parties further acknowledge that some sewer extensions in this area may necessitate Sewer Service Area Amendments. The District will be

responsible for obtaining approval of all required Sewer Service Area Amendments. The City agrees to not object to all applications by the District for Sewer Service Area Amendments for property to be serviced by the Rockledge Lane connection point, provided that the Sewer Service Area Amendment does not involve a swap of territory from a location outside of the Town. The District may not extend sewer service from the Rockledge Lane connection point outside of the Town without prior written approval of the City.

(b) Attached as Exhibit B is a map depicting a City Water Service Area. The City will provide extraterritorial water service to this area without requiring annexation of any property. The water distribution system within this area will be owned, operated, and maintained by the City at its sole cost. However, the Town will be responsible for the initial construction of the system (and may pass on the responsibility to developers as the Town determines appropriate).

(c) The City will charge sewer and water rates to Town users that are consistent with the charges applicable to similarly-situated City residents. The Town will cooperate with the City in the collection of any unpaid City utility charges.

ARTICLE IV COOPERATION WITH GOVERNMENTAL AGENCIES

4.1 Advancement of Mutual Interests. The parties acknowledge that in order to effectively implement this Agreement, it may be necessary to obtain the cooperation and approval of other governmental agencies, including but not limited to, the East Central, the Wisconsin Department of Natural Resources and the Wisconsin Department of Transportation. In all matters necessary to implement this Agreement, the parties agree to seek the cooperation and approval of all relevant agencies. To the extent practicable, the parties will, where necessary to obtain such required approval, submit a single, joint request or other appropriate document requesting the approval. The cooperative provisions of this Section 4.1 shall not be deemed a waiver or a delegation of the parties' respective

municipal powers; nor shall they be construed as the grant of a power of attorney to either party.

4.2 Examples of Joint Requests. Examples of joint requests that shall require the cooperation of the parties include, but are not limited to, the following:

- (a) Approvals to size and cost sharing of future sanitary sewer extensions to accommodate anticipated growth over a period of 50 years, rather than the usual 20-year planning.
- (b) Approvals to size and cost sharing of future wastewater treatment plant capacity improvements to accommodate anticipated growth over a period in excess of usual planning periods, or to plan for staged capacity increases to accommodate anticipated growth several decades in advance.
- (c) Approvals for access to Federal, State or County roadways.
- (d) Stormwater management, soil erosion control, wetlands and woodlands management.
- (e) Approvals required by East Central, including, without limitation, amendments to Sewer Service Area boundaries and the exchange (swap) of vacant lands within the Sewer Service Area boundaries.

4.3 Hydrant Usage. The existing hydrant usage agreement between the Town and the City shall be extended to any territory within the Town not already covered by the hydrant usage agreement in effect on the date of this Agreement. Only hydrants in the vicinity of the relevant fire may be accessed by the Town. The existing hydrants available to the Town under this Section 4.3 are set forth in a list kept on file with the City. Furthermore, the respective Town and City fire departments shall make a reasonable effort to cooperate in the provision of fire response services. However, the preceding is not intended to impose a formal mutual aid arrangement. Formal mutual aid agreements, if any, are beyond the scope of this Agreement.

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Sale of Town Property. The Town agrees to sell to the City the Town-owned property along Dixie Road in the northeast quarter of Sec. 8, Township 19 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin for the purpose

of expansion of the City's industrial park. The sale price shall be the greater of either the total value of the Town's investment (consisting of the purchase price, closing costs, engineering and legal fees and an amount equal to the time value of the total of the preceding investment, all as set forth in Exhibit C) or the fair market value as determined by an independent appraisal. If the parties cannot agree on a single appraiser, each shall designate their own appraiser to perform fair market value appraisals and the arithmetic average of the appraised values shall be used. In addition to other factors, the appraisal shall take into account the value of any tower leases applicable to the property. Sale of this land is contingent on the Town obtaining approval of the sale by the Town Meeting pursuant to §60.10(2)(g), Wis. Stats. In the event that the Town is unable to obtain Town Meeting approval of the sale of the Town-owned property on or before May 13, 2003, then the City may void this Agreement in its entirety.

- 5.2 CTH "JJ" Parcels. The parties acknowledge that various parcels of real estate owned by James A. Miringoff, Thomas Braun and Wiegman, located north and west of CTH "JJ" are currently for sale. The combined acreage that is for sale is approximately 65 acres. Exhibit A designates this area as being within the City Growth Area. Notwithstanding this designation, this acreage will be transferred to the Town Growth Area on Exhibit A if, prior to the date of this Agreement, the City receives a letter from the owner or the prospective purchaser requesting that the land in question be designated as Town Growth Area not City Growth Area. The letter shall be accompanied by a copy of an executed offer to purchase (with the purchase price and other confidential information redacted). The offer shall provide that the closing will occur within 6 months of the date of this Agreement. The transmittal letter or the offer shall also represent and warrant that the subject land will be platted within 12 months of the date of this Agreement. The land described in this Section 5.2 shall remain City Growth Area if the above documentation is not received by the City on or before the date of this Agreement.
- 5.3 South Park Storm Water. The City and Town agree to cooperate to develop plans to mitigate the storm water drainage problems along South Park Avenue between County Highway A and Bell Street. Both parties agree to not approve any developments within their respective jurisdictions that will result in the net increase in the rate of 2, 10 and 100 year storm events of storm water discharge into the South Park Avenue storm water drainage system. Notwithstanding this Agreement, nothing in this paragraph is intended to obligate either party to expend sums to correct any pre-existing storm water drainage problem.
- 5.4 Existing Sewer Agreement. To the extent that this Agreement conflicts with any agreement the City has with a Town sanitary district over the extension of sanitary

sewers within the Town Growth Areas the City agrees to abide by the terms of this Agreement.

5.4.1 Special Attachment Parcels.

- (a) County Road CB Parcel. Attached hereto as Exhibit C is a map depicting the parcel located at 200 County Road CB. The City has, by ordinance adopted pursuant to Wis. Stat. § 66.0301(6)(e), attached that parcel to the City .

The parties further agree that if at any time the City fails to make any payment to the Town in accordance with the City-Town Shared Services Agreement, the Town may demand that the parcel be detached to the Town and may accomplish a detachment through adoption of an ordinance under Wis. Stat. § 66.0301(6)(e). In that event, the City shall take all action necessary to accomplish such a detachment.

- (b) Breezewood Parcels. Attached hereto as Exhibit D is a map depicting an area of property with Parcel ID Numbers 0100346, 0100347, 0100349, and 0100351. At the earlier of (i) the expiration of all life estates described in the Life Estate Agreement recorded at the Winnebago County Register of Deeds Office as Document No. 1824652, or (ii) 45 days prior to the expiration of this Agreement, the City may, by ordinance adopted pursuant to Wis. Stat. § 66.0301(6)(e), attach that parcel to the City.

5.4.2 Tullar Road Access. The Town will notify the City of any requests for access to Tullar Road and will consider all comments provide by the City prior to acting on such requests.

5.5 Amendments. This Agreement may be amended, from time to time, by mutual consent of all parties hereto. Any party wishing to propose such an amendment will give written notice to all other parties. The notice will identify the proposed amendment and the reasons supporting such amendment. Within 30 days after receipt of the notice, the parties will meet to discuss and, if necessary, negotiate the proposed amendment. If, after 90 days, the parties are unable to agree upon and approve the proposed amendment, it shall be automatically deemed to have been withdrawn and shall not thereafter be proposed for a period of 2 years after

the date of the initial notice, unless a majority of the parties jointly re-submit it for consideration.

- 5.6 Notices. All notices required under this Agreement must be served, either personally or by certified mail, upon the parties' respective municipal clerks. A copy of the notices shall also be mailed via regular U.S. mail to the Town Chairman and City Mayor. Any action taken by a party in violation of the relevant notice requirement is voidable unless, under the facts of the particular case, the public interest outweighs strict enforcement of the notice requirement.
- 5.7 Enforceability. The parties have entered into this Agreement under the authority of Sections 60.22(1), 66.0225 and 66.0301 of the Wisconsin Statutes. Its enforceability will not be affected by statutory amendments, changes in the forms of City or Town government, or changes in elected officials. The parties agree that this Agreement be construed so as to be binding on their respective successors, agents and employees.
- 5.8 Dispute Resolution. All disputes over the interpretation or application of this Agreement shall be resolved according to the following dispute resolution procedures:
- (a) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:
 - (i) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - (ii) Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.
 - (iii) The mediation session shall take place within 30 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
 - (iv) In the event that a mediator is used, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least 10 days prior to the first scheduled mediation session. The parties will also produce

- all information reasonably required for the mediator to understand the issues presented. The mediator may require either party to supplement such information.
- (v) The mediator does not have authority to impose a settlement upon the parties but will attempt to help the parties reach a satisfactory resolution of their dispute. The mediation session(s) are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding, views expressed or suggestions made by the other party with respect to a possible settlement of the dispute, or admissions made by the other party in the course of the mediation proceedings.
 - (vi) The expenses of a mediator, if any, shall be borne equally by the parties.
- (b) If unresolved after (a) above, the parties will submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree on an arbitrator they will request a 5-person panel list from the Wisconsin Public Service Commission. Each party will have two strikes from the 5-person panel. The parties may agree to an alternative method for the selection of the single arbitrator.
 - (c) The City and the Town will be responsible for the fees of their own arbitrator and will equally divide the fees of the third arbitrator, as well as the costs of court reporters, if any. The City and the Town will be responsible for their own attorneys' and expert fees.
 - (d) The arbitration panel shall not be bound by rules of evidence or the substantive, internal laws of Wisconsin. The award of the panel is final and binding, and shall be enforceable at law. The arbitration provisions of Chapter 788 of the Wisconsin Statutes shall apply to the arbitration proceedings, unless the parties agree on different arbitration procedures.
 - (e) The parties agree that arbitration proceedings must be instituted within one year after the claimed breach occurred, and that the failure to institute arbitration proceedings within such periods shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

- 5.9 Complete Agreement. This Agreement is the complete agreement of the parties with respect to the matters covered by this Agreement and it shall supersede all prior agreements or municipal policies to the contrary. No agreements, promises, or representations made during or in connection with the negotiations for or approval of this Agreement shall be binding or effective unless they are included herein. This Agreement may be filed with the Register of Deeds of Winnebago County. This Agreement may be used in litigation and may be introduced into evidence by either party without objection in any action to enforce the terms of this Agreement.
- 5.10 Other Agreements. Except as specifically provided herein, this Agreement does not supersede prior or other contracts, agreements, Court Decisions, or Arbitration Awards between the parties. All other intergovernmental agreements between the parties remain in full force and effect. All rights are reserved.
- 5.11 No Waiver. The failure of any party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the party waiving the right. If an obligation of a party is being waived or released, the writing must be signed by all affected parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party. Waivers and releases will affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other party that did not sign the waiver or release.
- 5.12 Term of Agreement. The term of this Agreement shall expire on April 15, 2040. No breach or violation of any of the terms of this Agreement shall operate to void or terminate this Agreement, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined, or otherwise remedied by exercise of any lawful, contractual enforcement remedies then available to be utilized by the aggrieved party to enforce the terms of this Agreement.
- 5.13 Performance Standard. This Agreement requires the parties to act or to refrain from acting on a number of matters. The parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld.
- 5.14 No Third Party Beneficiary. This Agreement is intended to be solely between the signatories set forth on the following pages. Nothing in this Agreement grants

any third party beneficiary rights to any non-party that may be enforced by any non-party to this Agreement.

5.15 Construction. This Agreement shall be liberally construed to accomplish its intended purposes. The parties acknowledge that the language contained in this Agreement is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Agreement should be construed to give a reasonable meaning to each of its provisions, and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.

5.16 Non-Severability. The parties acknowledge that the provisions of this Agreement are interconnected. Therefore, if any provision of this Agreement is held invalid, illegal or unenforceable, the entire Agreement will be void if the parties are unable to replace the invalid provision through the process described below.

If any provision of this Agreement is held invalid, illegal or unenforceable, the parties shall make a concerted, good faith effort to substitute a valid and enforceable provision as similar as possible to the provision at issue. If agreement is not reached within 90 days of the adverse determination, the parties shall submit the issue to mediation pursuant to the mediation provisions of Section 5.8 (a), above. If unresolved after mediation, the Agreement is void.

ARTICLE VI GRACE EVANGELICAL ANNEXATION

6.1 Resolution of Pending Litigation. The parties agree to stipulate to the dismissal of *Town of Neenah v. City of Neenah*, Winnebago County Case No. 2001 CV 1142, as follows:

- (a) The property owned by Clifton A. Schultz and Marjorie Schultz, 1370 Breezewood Lane and Lynn A. Keyes, 1430 Breezewood Lane shall be detached from the City if requested by the property owner;
- (b) The property owners of 1330 Breezewood Lane (Sukanen property) will be given the opportunity of electing to remain in the City or to be detached from the City. The parties shall jointly draft and submit a letter to the property owners explaining their option to remain in the City or to be detached from the City. The letter will offer the opportunity for a meeting. If a meeting is requested, the Town Chairman and the City Mayor will meet with the Sukanen residents in order to elicit their preference; and

- (c) The remaining property owners who petitioned for annexation shall remain in the City in accordance with their annexation petition.
- 6.2 Town Approvals. The Town shall grant the City all approvals, including easements, necessary to extend sewer and water to the properties referenced in Section 6.1, above, remaining in the City. Those properties referenced in Section 6.1, above, that are to be detached from the City will thereafter be identified as Hybrid Areas.
- 6.3 Submission Pursuant to Sec. 66.0225, Wis. Stats. Sec. 66.0225, Wis. Stats., authorizes municipal boundaries to be fixed by a court judgment. The Town and the City agree to submit this Agreement to the Circuit Court having jurisdiction in Winnebago County Case No. 2001 CV 1142 pursuant to sec. 66.0225, Wis. Stats., for the purpose of (a) the resolution of the pending Grace Evangelical annexation lawsuit, Winnebago County Case No. 2001 CV 1142, and (b) fixing the common boundary line between the Town and the City in accordance with the terms of this Agreement. This Agreement shall be incorporated into a stipulation for submission and approval by the Circuit Court.

[This area left blank intentionally]
[Signature pages follow]

CITY OF NEENAH

Date: _____

By: _____

Dean Kaufert, Mayor

Attest:

Charlotte Nagel, City Clerk

TOWN OF NEENAH

Date: _____ By: _____
Robert Schmeichel, Chairperson

Attest:

Ellen Skerke, Administrator-Clerk-Treasurer

TOWN OF NEENAH SANITARY DISTRICT #2

Date: _____ By: _____

Dan Osero, President

Attest:

Ellen Skerke Administrator- Clerk-Treasurer

AMENDED BOUNDARY AGREEMENT MAP
 TOWN OF NEEAH
 WINNEBAGO COUNTY, WISCONSIN

- Boundary Agreement Areas**
- Annexed to City (2003-present)
 - Annexed to Village of Fox Crossing
 - Town Growth Area
 - City Growth Area
 - Hybrid Area
 - Non-Annexed City Service Area
 - Town Service Area
 - Other Mapped Features
 - Municipal Boundaries
 - Environmentally Sensitive Area
 - Parks/Recreation Area
- Other Mapped Features**
- Parks/Recreation Area
 - Environmentally Sensitive Area
- Map Scale**
 NOT TO SCALE
- North Arrow**

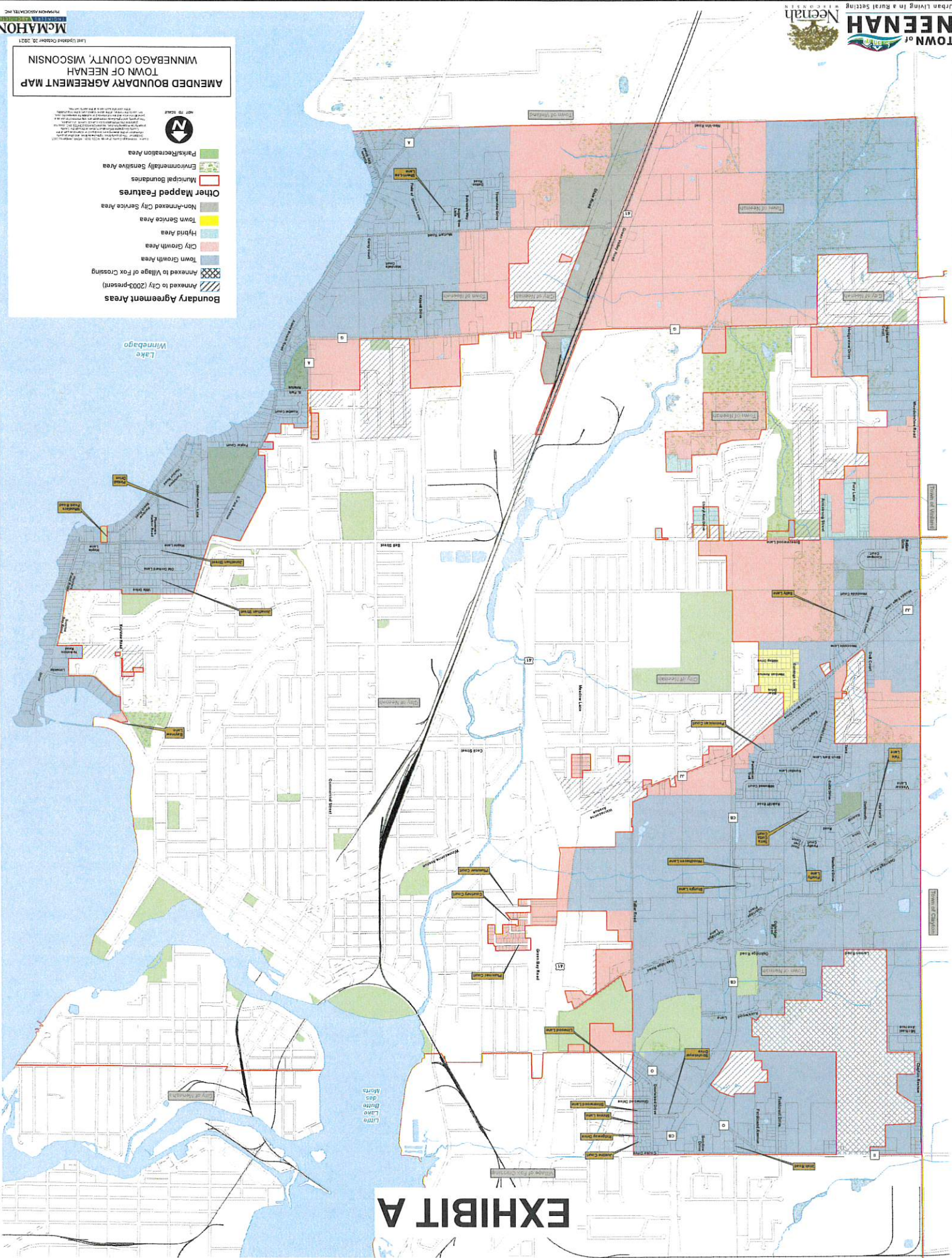
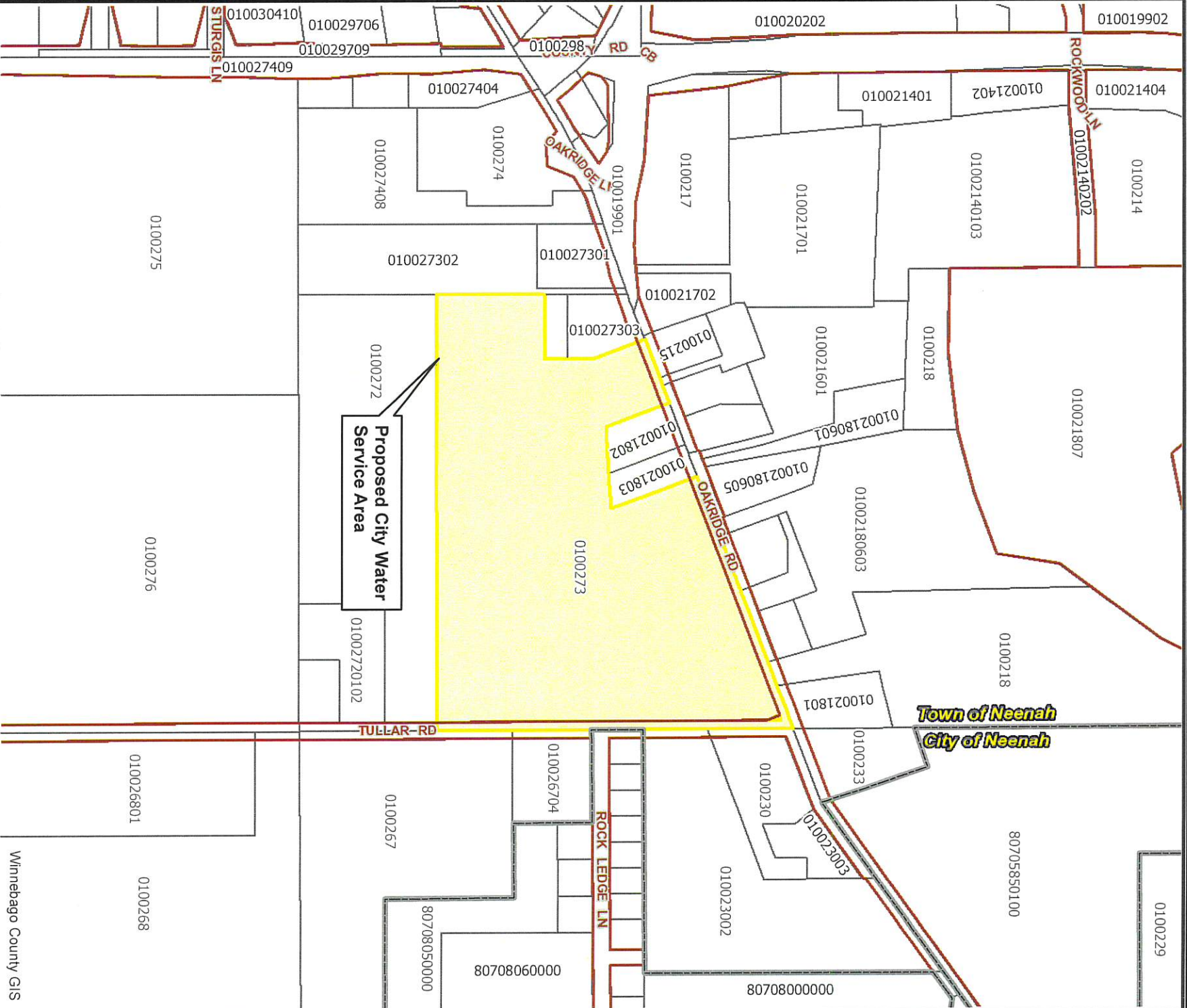


EXHIBIT A



1 inch = 500 feet

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System. McMAHON ASSOCIATES, INC. does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

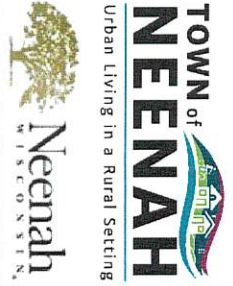
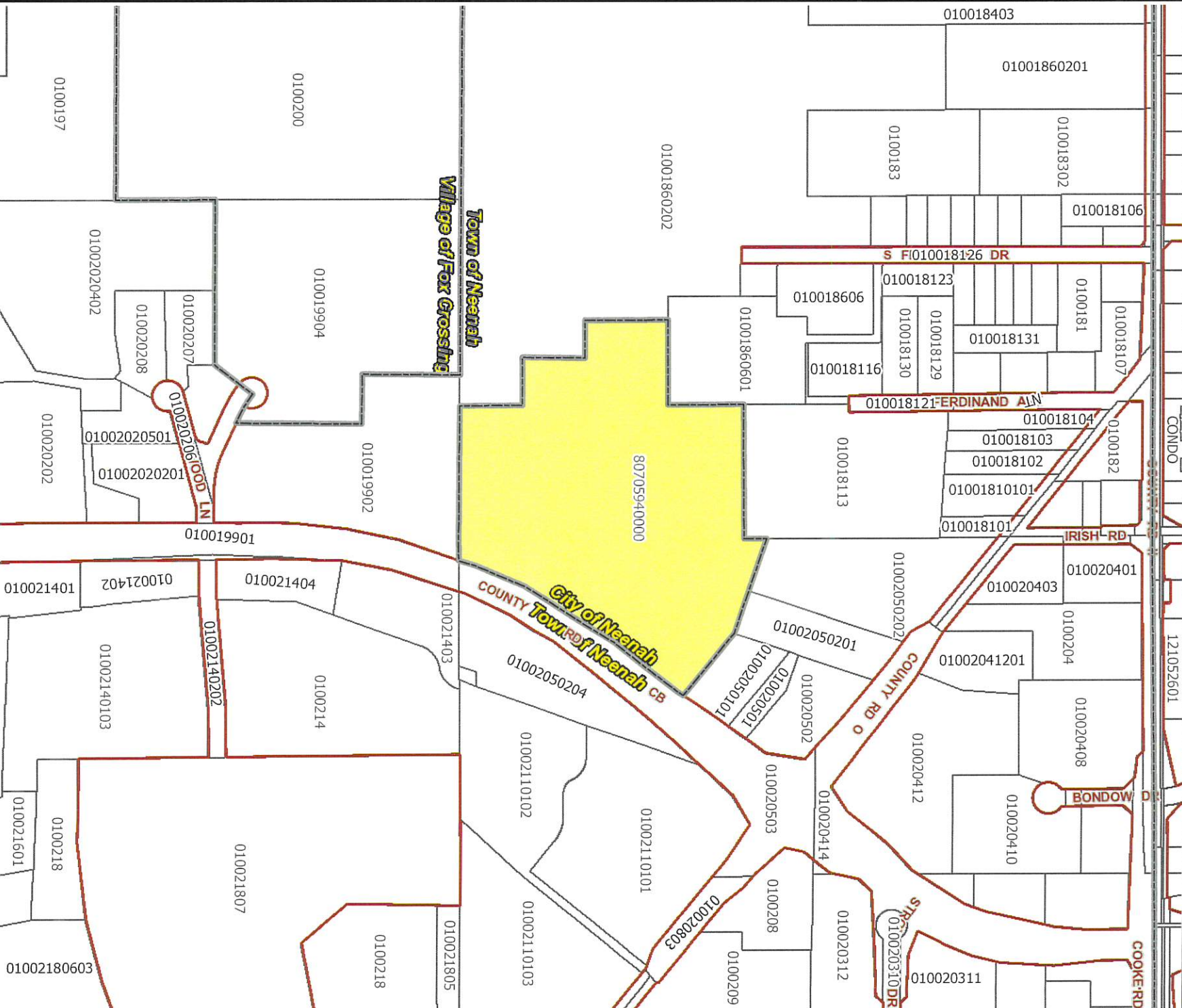


EXHIBIT B
CITY WATER SERVICE AREA
TOWN OF NEENAH
WINNEBAGO COUNTY, WISCONSIN

Winnebago County GIS

1 inch = 500 feet

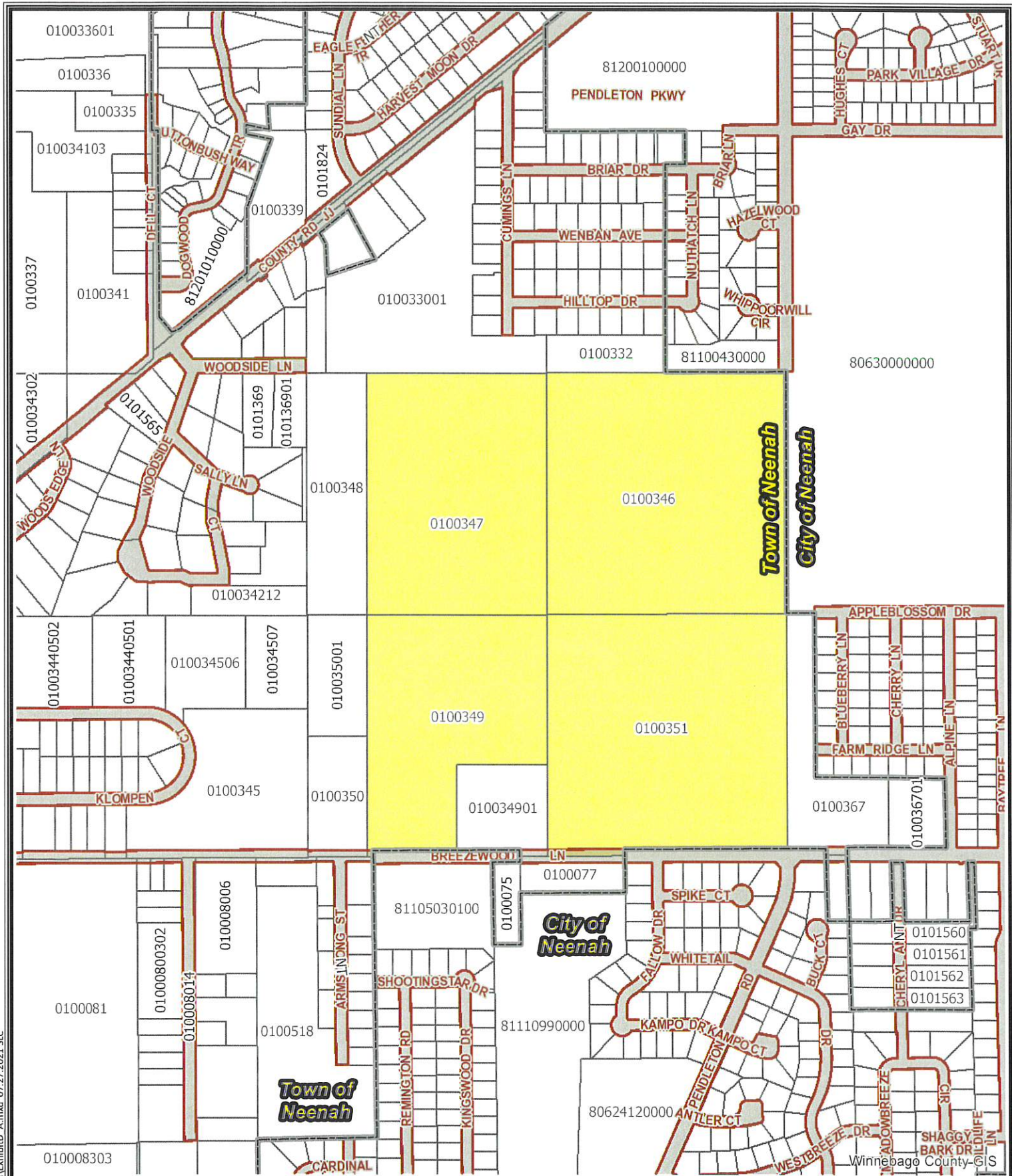


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EXHIBIT C
 PARCEL LOCATED AT 200 COUNTY RD CB
 TOWN OF NEENAH
 WINNEBAGO COUNTY, WISCONSIN

N:\GIS\Projects\W0004_Town_Neenah\ExhibitD_A.mxd 07.27.2021 SL



1 inch = 700 feet

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System. McMAHON ASSOCIATES, INC. does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

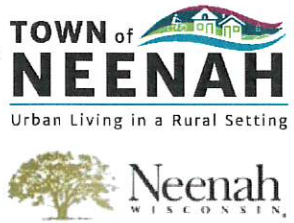


EXHIBIT D
BREEZEWOOD PARCELS
TOWN OF NEENAH
WINNEBAGO COUNTY, WISCONSIN

RESOLUTION # 2021-18

TOWN OF NEENAH
Winnebago County

2022 Storm Water Utility District Rate Charge

WHEREAS, the Storm Water Utility District was formed by ordinance on December 8, 2008 for the purpose of operating and maintaining the Town storm water management system and financing necessary repairs, replacements, improvements and extensions thereof. The cost of such activities thereof shall be allocated in relationship to the benefits enjoyed and services received there from.

WHEREAS, the Storm Water Utility District Board recommends an annual rate charge of \$100 (one hundred dollars) per ERU for the calendar year 2022.

WHEREAS, the Storm Water Utility District charge shall be applied to real estate property tax bills and shall be paid in accordance with terms stated thereon.

THEREFORE, BE IT RESOLVED, that The Board of Supervisors of the Town of Neenah, Winnebago County, Wisconsin approves the annual rate charge of \$100 (one hundred dollars) per ERU for the calendar year 2022, upon each lot and parcel within the Town of Neenah for services and facilities required by the Storm Water Utility District.

ADOPTED by the Town of Neenah Board of Supervisors at its meeting on the 8th day of November 2021; and by the Storm Water Utility District Board at its meeting on November 11, 2021,

I hereby certify that the foregoing resolution was duly adopted by the Town of Neenah at a legal meeting on the 8th day of November, 2021 and the Stormwater Utility District Board on November 11, 2021.

Authorized:

Robert Schmeichel
Town of Neenah and SWUD Chairman

Attest:

Ellen Skerke
Town of Neenah Administrator- Clerk-Treasurer

RESOLUTION 2021-19

TOWN OF NEENAH Winnebago County

RESOLUTION TO APPLY FOR LOCAL ROADS IMPROVEMENT PROGRAM (LRIP) FUNDS FOR RECONSTRUCTION OF LARSEN ROAD AND RECONSTRUCTION OF A PORTION OF OAKRIDGE ROAD

WHEREAS, the Town of Neenah is interested in reconstructing Larsen Road from Clayton Avenue east to CTH "CB" and Oakridge Road from CTH"CB" east to the Town limits; and

WHEREAS, the Town of Neenah has determined that it is in its best interests to submit applications for State of Wisconsin Local Roads Improvement Program funds for the reconstruction of each of these roads; and

WHEREAS, said projects will include construction of a shared use recreational trail that will accommodate bicycle and pedestrian traffic and will connect bicycle and pedestrian traffic to the CTH"CB" trail and the new Neenah high School; and

WHEREAS, a small portion of Larsen Road is located within the Village of Fox Crossing village limits, and the Village of Fox Crossing has provided a letter of support for the application for funding and support for the construction of a bicycle and pedestrian trail; and

WHEREAS, said projects will connect to City of Neenah roads at the Town Limits on the east end of Oakridge Road, and the City of Neenah has provided a letter of support for the application for funding and support for construction of a bicycle and pedestrian trail.

THEREFORE, BE IT RESOLVED, that Town Chairman Robert Schmeichel and Administrator-Clerk-Treasurer Ellen Skerke, are hereby authorized to take any and all actions to secure and administer the State of Wisconsin Local Roads Improvement Program funding requested by this resolution.

BE IT FURTHER RESOLVED, that the Town Board shall be kept informed and the Town Board shall approve the acceptance of said funding and approve all changes to the above described project.

Adopted this 8th day of November 2021.

I hereby certify that the foregoing resolution was duly adopted by the Town of Neenah at a legal meeting on the 8th day of November 2021.

Authorized Signature: _____

Robert Schmeichel
Town of Neenah Chairman

Attest: _____

Ellen Skerke
Administrator-Clerk-Treasurer